

Putting 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 putt is/are holed during the putting contest and in accordance with the contest 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 and signed application along with valid payment must be addressed to USHIO and postmarked by the U.S. Post Office prior to the day of the contest, or faxed to USHIO with a valid Visa, MasterCard, or American Express prior to the start of the contest. Certified mailing or postal receipts is strongly recommended. **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 in writing by USHIO. The Names and likenesses of the association member, aching golfer (winner), and hole sponsor, if any, may be used by USHIO without further compensation to the association member, winner or sponsor.

AMATEURS: Unless otherwise specified, only Amateurs are eligible to win. All present and past Professionals are ineligible, and cannot compete for Prizes.

WITNESSES: All witnesses must be 18 years of age or older and appointed by the association member. For all prize limits, a continuous, unedited videotape must show the measurement of the putt distance, ball placement and the ball being struck and ending up in the hole (cup). Additional witness requirements are as follows: Prize limits up to \$10,000, one non-contest participant witness is required; \$10,001 to \$50,000, two non-contest participant witnesses is required (one of which must be a PGA Professional). **If a hole in one occurs without the verifiable presence of witnesses or videotape as stated above, USHIO shall have no obligation to pay the prize value, or any portion thereof, to the association member.**

Distance: The Target Hole(S) will measure from the point where the putt is stroked to the flagstick, no less than the specified footage in the Certificate. **USHIO is not obligated to reimburse its members for a prize, or any portion thereof, if the actual distance of a holed putt is less than the distance specified in the Certificate.**

NUMBER OF AMATEURS/PUTTS: **The number of Amateurs taking a putt at the prize must be the same as the number of finalists taking a putt specified on the Certificate.** A "putt" is defined as a stroke by the USGA Rules of Golf taken by an officially pre-registered contestant. Only one putt 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). In the event that the number of amateurs taking a putt specified on the Certificate is greater than one (1), for putts at the same Target Hole and Distance, putts must be stroked from no closer than 15 feet along the circumference, so that subsequent putters cannot "Go to School" on previous putters. **USHIO is not obligated to reimburse its members for a prize, or any portion thereof, if the actual number of amateurs taking a putt is different than the number of finalists specified on the Certificate.**

PRIZE RESTORATION: Unless otherwise specified, the Prize Value is automatically restored once to its original value after the first successful putt, so that USHIO's aggregate reimbursement to the association member is capped at two times the Prize Value. For Prize Values of \$25,000 and greater, the Prize Value does not restore. In the event of multiple winners, the Prize Value will be split among the winners.

ELIMINATION ROUNDS: No practice putts or elimination rounds are allowed at the target hole prior to the Money Putt. If an elimination round is held to determine the contestant, the elimination round putts cannot be held at the target hole and cannot exceed 50% of the length of the Money Putt in length (ex. If the Money Putt is 50 feet, the elimination round putts cannot be longer than 25 feet in length).

TARGET HOLE: The association member may designate as many Target Holes as desired and the Certificate fee will vary accordingly. Only one predesignated hole may be used on the Target Green. Hole locations are not permitted in a "valley" or concave portion of a green. No side rails or grooves are permitted which would enhance the probability of a putt being made. No claim can be made under this agreement, unless the hole in one is achieved during the scheduled Contest on the Date(s), Hole Location(s), Distance(s) and Prize Value(s) specified in the Certificate. **In accordance with USGA Rules, the Pin must be pulled.**

CLAIM NOTIFICATION: Immediate telephone and written notice by the association member to USHIO is required no later than the first business day after the contest.

PROOF OF CLAIM: The association member will furnish USHIO with the following:

Attested statements by the putting contest witnesses, the winner, and the contest director/chairman (forms will be furnished by USHIO).

Original putting contest rules and eligibility requirements together with any other support documentation as to authenticity.

A continuous, unedited videotape showing the measurement of the putt distance, ball placement and the ball being struck and ending up in the hole (cup).

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 Montgomery 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 Montgomery 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., require written notification by association member to USHIO prior to the start of the contest. Any cancellation or rescheduling of the contest requires written notification by association member to USHIO no later than the first business day after the contest.** If no shots are taken at the Target Hole(s) and the contest 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 contest are required in writing to USHIO via Fax (610-525-8004) or Email (changes@USHoleInOne.com). If a hole in one occurs and written notification of any changes is not 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 North American Specialty Insurance Company under Policy #H2N0000124, hereinafter referred to as a Master Policy, which provides USHIO with indemnification benefits, subject to a \$15,000 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.