

## **APPLICATION Shootout Prize Coverage**

COMPLETE ALL 6 SECTIONS AND FAX BACK TO 610-525-8004 OR SCAN & EMAIL BACK TO ORDERS@USHOLEINONE.COM

O CONTACT IN Company:	FORMATION:			SHIP SIGNS TO: (No P.O. Box) Attn:					
Contact: Street Address:					C / O:				
City/State/Zip:									
Telephone #:					T.I. I				
E-mail:					Email:	<u> </u>	(	<u></u>	
	(Confi	rmation of	Order Sent V	ia Email)		(Contirmation	on ot Sig	in Shipme	ent Sent Via Email)
<b>2 TOURNAMEN</b> Tournament Na Golf Course Na	me:				City & S	tate:			
GRAND PRIZ Contest Date(s) #	• •	INFORM Hole #	ATION: Yardage	Prize Value	Prize Descri	ntion	Sign	leeded	Certificate Fee
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				\$					
				\$					
				\$					
and two (2) with SHOOTOUT S	Hesses, 18 year	rs of age or	older (one o	f which is a PĠA (	of the entire event tak professional or police	en from behir officer). See	nd the gr Terms ai	een of the nd Condi	e Grand Prize Hole tions (Page 2).
Print Sponsor Name. sign if "Yes" is selected Tournament Name will SHIPPING & I	d above. No E <b>I be used if lef</b>	xtra Fee if s <b>t blank!</b>	elected.	ze hole					
If outside 10 days of event (FREE)   If within 10 days of event (\$1					0) If overnight delivery required (\$25)				\$
Check (payable: US Hole In One)					TOTAL PAYMENT AMOUNT:				Г: \$
Credit Card (Visa/MasterCard/AmEx) Card No Exp. Date Billing									

## **6** IMPORTANT

I have read, and am aware of, the contents of this application form (page 1 & 2) which if accepted will make me a member of the US Hole In One Association and part of the Certificate issued by the Association.

Contact/Member

Print	Na
	1 101

Name By x Date / /

## Shootout 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 shootout 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 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 shootout 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, 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 witnesses must be 18 years of age or older and appointed by the association member. For all prize limits, two (2) playing partners of the winner are required as witnesses along with the following: Prize limits of \$2,000 to \$59,999, one non-event participant witness is required; \$60,000 to \$150,000, two non-event participant witnesses (one of which is a PGA Professional or Police Officer) are required as well as a continuous, unedited videotape shot from behind the green of all shots to win the prize. A videotape 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. For prize values requiring two non-event participant witnesses, one witnesses, new witness must be stationed at the Tee and one witness must be stationed adjacent to the Green. All witnesses, regardless of the size of the prize, must be able and must observe the ball going into the cup from their vantage point at the hole. 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 videotape 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 165 yards for men/150 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: The number of Amateurs taking a shot at the prize must be the same as the number of amateurs taking a shot specified on the Certificate. A "shot" is defined as a stroke by the USGA Rules of Golf taken by an officially pre-registered contestant. 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). USHIO is not obligated to reimburse its members for a prize, or any portion thereof, if the actual number of shots is different than the number of shots specified on the Certificate.

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 before or after an official round of tournament golf on the Date(s), Hole#(s), Yardage(S) and Prize Value(s) specified in the Certificate.

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

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

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 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 event. Any cancellation or rescheduling of the event requires written notification by 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 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.