

Advantage Hole In One: Million Dollar Hole In One Contract – Terms and Conditions

1. **RESPONSIBILITIES BEFORE EVENT:**

- A. **Contract:** Advantage Hole In One will issue a contract to the contract holder only, including the hole in one contract terms and conditions. Review all terms and conditions and contract details to ensure accuracy of coverage prior to signing the contract. A signed contract must be received prior to the start of the event. Signed contracts may be 1) mailed to Advantage Hole In One, 8150 N. Central Expressway, Suite 1450, Dallas, Texas 75206; 2) faxed to (214) 416-8691; or 3) emailed to golf@advantagehio.com. The contract holder, by signing this contract, acknowledges to have read, understand and agrees to be bound by the terms and conditions as set forth herein.
- B. **Payment:** Advantage Hole In One must receive full payment of the contract fee prior to the start of the event. Advantage Hole In One accepts payment by check, money order, credit card (VISA, MC, AMEX, Discover), and wire transfers. Remit payment to Advantage Hole In One, 8150 N. Central Expressway, Suite 1450, Dallas, Texas 75206, (800) 440-5070.
- C. **Contract Changes:** The contract holder must notify Advantage Hole In One of any contract changes, including but not limited to changes to the event date, number of shots, prize description and/or value, and prize hole and/or yardage prior to the start of the event. Contract changes may be emailed to golf@advantagehio.com or notify a Customer Service Representative at (800) 440-5070.
- D. **Rescheduling Event:** Provided that no shots were taken on any prize hole on the date of the event, the contract holder may reschedule the event date without incurring additional costs. The contract holder must notify Advantage Hole In One no later than the first business day following the originally scheduled event date.
- E. **Cancellation of Event:** If the event is cancelled, for any reason, the contract holder must notify Advantage Hole In One prior to the event to receive a full refund of the contract fee, less a \$50 cancellation fee. Failure to properly notify Advantage Hole In One of a cancellation, where the event will not be rescheduled, will result in a forfeit of the total contract fee.

2. **RESPONSIBILITIES DURING EVENT:**

- A. **Witness Requirements:** Requires two non-playing witnesses, 18 years of age or older, appointed by the tournament director or club professional, one of which must be a PGA Certified Golf Professional or law enforcement official. One witness must be positioned at the tee and the other witness positioned at the green. **All prize values of \$100,001 and above are required to be videotaped as follows:** A continuous, unedited video image of the hole in one, which must (i) be shot from behind the green of the Prize Hole and (ii) capture images beginning with the swing of the golfer, the rise and fall of the golf ball on the green, the ball going into and remaining in the hole and ending with the ball being removed from the prize hole cup.
- B. **Yardage:** The main prize hole must play the minimum yardage as stated on the contract, regardless of the tee location. The prize holes will measure from the tee to the flagstick.
- C. **Shots:** The actual number of shots cannot exceed the number of shots stated on the contract. Only one shot is permitted per each officially registered tournament player, unless otherwise specified. No practice shots, substituted shots for other players or mulligans are permitted on any of the prize holes.
- D. **Golfers:** Hole in one prize coverage is provided for amateur golfers only (according to USGA guidelines). Professional golfers (non-amateur status according to USGA Guidelines) or Touring Professionals must be declared prior to the tournament and stated on the contract to be eligible for the hole in one prize.
- E. **Prize Holes:** All prizes and/or signs must be placed/advertised on the correct hole number as stated on the contract.

3. **IN THE EVENT OF A HOLE IN ONE:**

- A. **Prize:** Limit one (1) prize payout. In the event of a hole in one, remove the prize and/or sign from the hole.
- B. **Claim Notification:** The contract holder must notify Advantage Hole In One by telephone (800) 440-5070 or email (claims@advantagehio.com) no later than the first business day following the event.
- C. **Proof of Claim:** The following information is required and must be submitted to the Advantage Hole In One Claims Department no more than ten (10) business days after the claim notification date: 1) Completed Claim Forms; 2) Attested statements by the winner, witnesses and playing partners; 3) Original and completed signed scorecard of the winner; and 4) Original event pairing sheet certified by the golf course or tournament director.
- D. **Disputed Claims:** All disputes shall be resolved by the laws and courts of Dallas County, Texas. Advantage Hole In One acts specifically on behalf of the Client named on this contract and specifically not as an agent of any competitor in any tournament or event in which Advantage Hole In One provides coverage. This agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Client specifically waives the right to trial at any venue other than Dallas County, Texas, even if Client's state law can claim jurisdiction in the event of a dispute with Advantage Hole In One. All parties are liable for their own attorney fees.
- E. **Failure to comply with all Terms & Conditions will result in a denial of claim, without exception.**

Client Signature _____ Date _____