

Golf Tournament HIO.com

Hole-in-One Contest Terms & Conditions



Golf Tournament HIO.com hereby agrees to provide the prize award or its agreed value as stated in the contract in consideration for the acceptance of the following terms & conditions:

Before the Tournament

Payment – Hole-in-One prize package coverage must be paid for in advance and will not be effective if payment is not received by 3:00 P.M. (EST) on the business day prior to the event, unless alternative payment arrangements have been made in writing by Golf Tournament HIO.com. Prize signage and/or banners will not be created or shipped prior to payment in full which must be received five (5) business days in advance of the event to avoid rush production and/or shipping charges. Golf Tournament HIO reserves the right to exclude coverage for an event at our sole discretion. Payment may be collected by Visa, MC, American Express or valid check.

Confirmation of Prize Packages – An actual contract will be emailed, faxed or first class mailed confirming critical terms including but not limited to number of golfers, date and time of event, golf course, hole numbers, distances, prizes and event cost prior to the event. This contract will be the basis for any payouts awarded.

Amateur Players – Hole-in-One Prizes are for amateurs only. Professional golfers are not eligible unless their participation is specified on the contract and the appropriate additional fees for club professional or touring professionals has been paid.

Prizes and Signs – Hole-in-One prizes are limited to the date(s) of the tournament as specified on the contract to registered and qualified participants only. Unless otherwise specified, Golf Tournament HIO will award the specified prize for every hole-in-one made by a qualified participant for prize amounts up to and including \$100,000. For prize amounts over \$100,000, multiple winners will share the prize amount. All prizes and signs must be placed upon the exact holes and at least the distances as indicated on the contract to be considered valid. Distance is to be determined by number of yards from tee box to flag stick. Hole-in-One prizes and awards are expressly limited to the contract amount and shall not be modified or increased as a result of misstated sponsor signage amounts or literature. No green of a designated hole may be positioned, specially prepared or altered from normal condition to facilitate a hole-in-one.

During the Tournament

Witnesses – All third party witnesses must be event non-participants, age 18 or over, of good moral character and appointed by the event director. The third party witness must view each registered participant's shot as well as the full and complete path of the ball until it comes to a full stop.

Prize values up to and including \$10,000 must be witnessed by at least two (2) of the registered participants playing in the group of the registered participant making the attempt. No third party witness is required.

Prize values from \$10,001 up to and including \$49,999 must be witnessed by at least two (2) of the registered participants playing in the group of the registered participant making the attempt and one (1) **official third party witness positioned at the green or tee box of the designated hole**. Prize values from \$50,000 up to and including \$100,000 must be witnessed by at least two (2) of the registered participants playing in the group of the registered participant making the attempt and two (2) **official third party witnesses, one of which must be a PGA certified professional or assistant professional at the course where the event is taking place, one positioned at the green and one positioned at the tee box of the designated hole**.

For prize values over \$100,000 see contract for specific terms and conditions regarding witness requirements.

Mulligans or Second Shots – Mulligans or second shots do not qualify for hole-in-one prizes. Only the first shot on a target hole will qualify for a hole-in-one prize.

After the Tournament

Claims – In the event of a hole-in-one by a registered and qualified participant, the golf tournament director must notify Golf Tournament HIO within one (1) business day of the name of the winning participant, the hole number and the prize claimed. Golf Tournament HIO will provide the tournament director with a claims affidavit which must be completed and signed by all required parties. In addition to the claims affidavit, the tournament director must provide a clear copy of both sides of the winner's attested scorecard, a letter from the club pro and the final tournament pairing sheet to be received by Golf Tournament HIO within ten (10) days of the event.

Winning contestants must agree to submit to polygraph testing and further agree that, in the event it is determined that there was any impropriety or failure to follow any of the stated "terms & conditions" Golf Tournament HIO reserves the right to disqualify the contestant.

Disputes - Any dispute that arises shall be resolved solely and exclusively in an appropriate court in Mecklenburg County, North Carolina. In the event of litigation or arbitration of a disputed claim, the results of polygraphic testing taken in connection with Golf Tournament HIO's investigation will be admissible in evidence. In the event that a dispute cannot be resolved necessitating a final court decision, the prevailing party in that litigation is entitled to recover reasonable attorney's fees as determined by the court.

Variable Tournament Conditions

Golf Tournament HIO allows for a 5% variance, plus or minus (+ or -), in the number of shots actually taken from the number of shots stated in the contract. If the actual number of shots taken will be outside of this 5% variance, Golf Tournament HIO must be notified of the change in the number of shots no later than 3:00 PM (EST) on the business day preceding the event. If the total number of shots actually taken exceeds the number allowed under the contract, the contract shall be null and void and no prizes will be awarded.

Cancellation - If a tournament is cancelled without any shots being taken, it may be rescheduled at no additional charge. If the tournament is not rescheduled, the full fee will be refunded subject to a \$75 cancellation fee if signs were produced and/or shipped prior to Golf Tournament HIO being notified of cancellation.

Once Tournament play begins, the contract is final and no full or partial refund will be made if the event is subsequently cancelled or postponed prior to completion regardless of the number of shots actually taken or holes actually played.

Winners – The name and photograph of sponsor(s) and hole-in-one winners may be used by Golf Tournament HIO for promotional purposes without further compensation of the sponsor or winning contestant.

By accepting the terms of this agreement, golf tournament director and/or sponsor agrees to be bound by the terms and conditions as are set forth herein and agrees to indemnify and hold participating golf course, Golf Tournament HIO and our partners harmless from any liability, cost or expense arising from any claims by tournament contestants for any prize associated with a hole-in-one that has not occurred in strict accordance with the above terms and conditions.