



Hole In One
INTERNATIONAL®



Hole-in-One U.S.A.

PROMOTION GOODS AND SERVICES CONTRACT
HOLE IN ONE CONTEST
100% INSURED PRIZE PROGRAM

CONTRACT #: H492876

CONTRACT FEE: \$470

INSURED MEMBER: Alexis Rist
Bob Weaver Auto

MAILING ADDRESS: 2174 W Market St, Pottsville, PA 17901

DAYTIME PHONE: 570 622-7191

EMAIL: alexis@bobweaverauto.com

CONTEST NAME: 11th Annual DRAP Joe Waters Golf Tournament

LOCATION: Hidden Valley

INSURED TARGET HOLE DATA

SUBJECT TO THE CONTRACT TERMS PRINTED ON PAGES 2 AND 3 OF THIS CONTRACT

DATE(S)	FORMAT*	HOLE#	YARDAGE	# OF CONTESTANTS (SHOTS) PER DAY		PRIZE VALUE	DESCRIPTION
05/19/23	T	6	183	120 Amateurs	0 Professionals	\$20,000	Toward vehicle pu

FORMAT: T-Tournament Format, S-Shoot-Out Format

This Promotion Goods and Services Contract is issued to the above named Member of the International Hole In One Association (IHIOA), a full-service promotions company and risk purchasing group (where applicable), d.b.a. Hole In One International, 6195 Ridgeview Court, Suite A, Reno, Nevada 89519. The performance of IHIOA's prize payment obligation under this contract is 100% insured through Everest National Insurance Company under Master Policy #SI8GL00001-211 for the sole benefit of the Association Member.

DATE ISSUED: January 20, 2023
Reno, Nevada

INTERNATIONAL HOLE IN ONE ASSOCIATION

Insured by:



EVEREST.

Mark Gilmartin, President



INTERNATIONAL HOLE IN ONE ASSOCIATION

HOLE IN ONE CONTEST CONTRACT TERMS

(Read Carefully)

Contingent upon full compliance with these Contract Terms, **INTERNATIONAL HOLE IN ONE ASSOCIATION (IHIOA)** hereby agrees to provide the prize, or up to the specified prize value, to the Association Member named on the Contract for each and every hole in one (as defined by the United States Golf Association [USGA] Rules of Golf) that occurs during the hole in one contest and in accordance with the target hole data specified on the Contract. The rights and obligations of the parties to the Contract 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.

HOLE IN ONE CONTEST FORMATS

1. **TOURNAMENT FORMAT** – A hole in one contest conducted on a hole used during the normal course of tournament play in which every officially pre-registered player in the tournament, barring exclusion, is an eligible contestant in the hole in one contest.
2. **SHOOT-OUT FORMAT** – A hole in one contest conducted as a stand-alone event in which eligible contestants are selected via pre-defined criteria (i.e. qualifying, drawing, auction, etc.).

A. BEFORE THE HOLE IN ONE CONTEST

1. **YOU MUST ACCURATELY FILL OUT AN APPLICATION AND PAY!** – A fully completed and signed application along with valid and full payment must be:
 - a) Addressed to IHIOA and postmarked by the U.S. Post Office **prior to the day of the contest** (Certificate of Mailing is strongly recommended as evidence of postmark), or
 - b) Addressed to IHIOA and shipped via Courier **prior to the day of the contest** (Courier receipt is strongly recommended as evidence of ship date), or
 - c) Tendered online (HoleInOneInternational.com or HoleInOneUSA.com) **prior to the day of the contest**, or
 - d) Faxed to IHIOA (775-826-4653) with a valid Visa, MasterCard, or American Express **prior to the start of the contest**, or
 - e) Emailed to IHIOA (bind@ihioa.com) with a valid Visa, MasterCard, or American Express **prior to the start of the contest**.**IHIOA is not obligated to pay its members for a prize absent a completed application and timely, full payment.**
IMPORTANT: Insurance Agents act exclusively on behalf of the Applicant, not IHIOA.
2. **WE WILL SEND YOU CONFIRMATION!** – Upon acceptance of your application, IHIOA will mail, fax, or email a Contract confirming your participation in our hole in one prize program based solely upon the submitted application and payment. The Contract will supersede all prior agreements or representations, whether written or oral, and contains the full agreement of both parties. The submitted application and payment will control in the event of any inconsistencies.

B. DURING THE HOLE IN ONE CONTEST

1. **YOU MUST PROVIDE TARGET HOLE WITNESSES!** – Association Member must guarantee the presence of witnesses, age 21 or older and not participating in the contest as follows: For prize limits up to \$50,000, one witness is required; \$50,001 to \$100,000, two witnesses are required; \$100,001 to \$250,000, two witnesses (one of which is a PGA certified Golf Professional) are required; greater than \$250,000, two witnesses (one of which is a PGA certified Golf Professional) are required, as well as a continuous, unedited videotape shot from behind the green of all shots to win the prize. All witnesses must be located greenside, in full view of the green and tee at all times, and out of harm's way. All liability for the safety of the witnesses is borne by the Association Member, not IHIOA. **IHIOA is not obligated to pay its members for a prize if a hole in one occurs without the verifiable presence of witnesses (and videotape if applicable) as specified above.**
2. **YOU MUST ACCURATELY SET THE TARGET HOLE YARDAGE ACCORDING TO THE CONTRACT!** – From the point on the teeing area from which each shot is initiated to the flagstick, the target hole(s) must measure **NO LESS THAN** the specified yardage on the Contract. Women (amateurs only) may shoot from a yardage of up to 15 yards less than the specified yardage (Shoot-out Formats excluded) but **NEVER LESS THAN 135 YARDS. Do not trust the tee markers to be set at the correct yardage. Prior to the start of the contest, with assistance from the Golf Professional, set the tee markers using a rangefinder or the in-ground yardage markers (keeping in mind that the hole location will affect the overall yardage). IHIOA is not obligated to pay 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 Contract.**
3. **ONLY ELIGIBLE SHOTS ARE ALLOWED TO BE TAKEN AT THE PRIZE!** – A "Shot" is defined as a "stroke" by the USGA Rules of Golf. In order for a shot to be eligible, it must be taken by an officially pre-registered or pre-qualified contestant, whose amateur or professional status is correctly specified on the Contract. Only one shot per contestant per target hole is permitted. Practice or qualifying shots, mulligans, or substitute shots for other contestants from the insured yardage are not permitted. A contestant is an "Amateur" if they meet the USGA Rules of Amateur Status on the date of the contest. A contestant that does not qualify as an "Amateur" is a "Professional." **IHIOA is not obligated to pay its members for a prize if the winner's amateur or professional status is not correctly specified on the Contract.**

HOLE IN ONE CONTEST CONTRACT TERMS CONT'D

(Read Carefully)

4. **TARGET HOLE REQUIREMENTS!** – A regulation (as defined by the USGA Rules of Golf) four and one-quarter (4 ¼) inch hole (cup) must be used. Only one hole (cup) may be cut in each specified target hole green without written permission from IHIOA. On nine (9) hole courses, it is conclusively presumed the first time a hole is played it is numbered one (1) through nine (9), and the second time it is played it is numbered ten (10) through eighteen (18). **IHIOA is not obligated to pay its members for a prize if a hole in one occurs on any hole not specified on the Contract.**
5. **NON-TARGET HOLE REQUIREMENTS!** – IHIOA will provide up to four ancillary hole in one prizes to be offered on non-target holes (tournament format contests only). In order for a non-target hole to qualify, it must measure from teeing ground to flagstick **NO LESS THAN 135 YARDS** for both men and women. No witness is required, yet a minimum of two playing partners must verify the occurrence of a hole in one. IHIOA reserves the right to substitute auxiliary prizes of equal or greater value.

C. AFTER THE HOLE IN ONE CONTEST

1. **YOU MUST NOTIFY US IMMEDIATELY OF A HOLE IN ONE!** – Association Member must report the occurrence of a hole in one to the claims department via telephone no later than the first business day following the contest.
2. **YOU MUST COLLECT PROOF OF A HOLE IN ONE!** – The following documentation must be provided to IHIOA in connection with a hole in one contest claim:
 - a) Affidavits by the Target Hole Witnesses (per B-1), the Winner, the Contest Director/Chairman, and all Playing Partners (forms will be furnished by IHIOA).
 - b) Original signed and completed scorecard of the Winner (tournament format contests only).
 - c) Original Tournament Pairing Sheet (tournament format contests) or Qualifying/Selection Documentation (shoot-out format contests) clearly documenting the names, telephone numbers (if requested by IHIOA), and amateur or professional status of all pre-registered or pre-qualified contestants.
 - d) If applicable (per B-1), a continuous, unedited videotape shot from behind the green of all shots to win the prize.
3. **WE WILL CONDUCT AN INVESTIGATION!** – Upon receipt of the documentation specified in C-2, IHIOA shall conduct a reasonable investigation of the facts surrounding a hole in one. IHIOA reserves the right to require the Association Member to produce the Winner and any Witnesses for a polygraph examination as a condition to prize payment if, in the sole opinion of IHIOA, such an examination is warranted by the facts. All polygraph examinations will be completed by a licensed American Polygraph Association Member selected by IHIOA. **IHIOA is not obligated to pay its members for a prize if, in the sole opinion of the Examiner, the Winner or any Witness fails to pass (i.e. no attempted deception) the examination.**
4. **BOTH PARTIES AGREE A DISPUTED CLAIM WILL BE SETTLED AS FOLLOWS!** – **Choice of Law, Disputed Claims, Venue, and Attorney's Fees** – Any and all disputes between the Association Member and IHIOA or its Underwriters shall be governed by the laws of the State of Nevada, 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 Nevada Uniform Arbitration Act. **The venue for such arbitration shall be in Washoe County, Nevada.** If for any reason there is litigation between the Association Member and IHIOA or its Underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Washoe County, Nevada. The Association Member agrees to pay IHIOA and its Underwriters' reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event IHIOA or its Underwriters successfully prosecute and/or defend any such arbitration or litigation. **Association Member acknowledges that IHIOA and its Underwriters are not party to nor involved in the conduct or implementation of the hole in one contest and therefore agrees to protect, indemnify, and hold harmless IHIOA and its Underwriters 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 Contract or Terms.**

D. VARIABLE HOLE IN ONE CONTEST CONDITIONS

1. **YOU MUST CONTACT US PRIOR TO THE CONTEST WITH ANY CHANGES!** – Any changes in the date, target hole number, target hole yardage, number of shots, prize value, etc., **REQUIRE NOTIFICATION TO IHIOA PRIOR TO THE START OF THE CONTEST.** After normal business hours, changes are required in writing via fax (775-826-4653) or email (changes@ihioa.com). Any contract fee adjustments will be billed or refunded after the contest. **IMPORTANT: Prize payment will be prorated downward if a hole in one occurs and the actual number of shots has been understated.** (Example: number of shots specified on the Contract divided by the number of shots actually taken times the prize value = amount paid.)
2. **IF YOU MUST CANCEL OR RESCHEDULE!** – You must notify IHIOA no later than the first business day following the contest. Assuming no shots were taken on the target hole(s), a full refund less a \$50.00 cancellation charge will be made if the contest is canceled, or the Contract will be amended to a rescheduled date without additional charge. Partially completed contests, before weather termination, allow the unused number of shots fee to apply to a rescheduled date held within 90 days.
3. **PUBLICITY** – IHIOA reserves the right to use names, likenesses, photos, and videotape furnished by the Association Member for marketing purposes without any compensation to any party involved in the contest.