WARRANTIES AND CONDITIONS – TRADITIONAL CONTRACT

1. **SIGNED CONTRACT & PAYMENT** - A signed contract (3 Pages) and payment must be received by National Hole in One,Inc. (NHIO) prior to the day of the tournament. Coverage is not provided without payment and signed contract. NHIO accepts Visa, MasterCard, American Express, Discover, Wire transfer, EFT or Check as payment. Signed contracts may be returned to NHIO via U.S. Mail to NHIO, 30 Jones Alley, Buford, GA 30518, or by email to customercare@hio.com, or by fax 770-271-4007

2. **CONFIRMATION OF TERMS** - NHIO will email written confirmation on all telephone communications and web entries prior to the tournament. Only a signed and completed NHIO application received prior to tournament date will supersede prior communications of terms and conditions. Once a contract is established, any changes to the contract may only be made by an authorized representative of the Client named on Page 1 of this contract and must be provided to NHIO either in writing or by telephone. Any changes made by telephone will be sent to the Client named on Page 1 of this contract.

3. **CONTESTANT ELIGIBILITY** - Prize coverage fee charges are based upon three categories of shots: 1. Those shots taken by Amateur Golfers, registered participants are considered Amateur golfers if they meet the USGA Rules of Amateur Status on the date of the event. 2. Those shots taken by Club Professionals, which are defined as being a member of the PGA, LPGA or any person who holds or retains membership of any Professional Golf Association, no matter their status, including Apprentice memberships. Inactive members of any Professional Golf organization must submit for and been accepted as an Amateur by the USGA or required governing body to be considered an Amateur golfer. 3. Those shots taken by Touring Professionals, defined as those who play or have played for prize money on the PGA Tour, LPGA Tour or any tour affiliated with Professional Golfers, including but not limited to Mini Tours. This includes Touring Professionals who are retired or inactive. You must correctly state the number of shots to be taken in each category to have a valid contract. If a professional golfer is eligible to win any hole-in-one prize(s), the individual must be counted as a participant Page 1 of this contract under “Pro” or “Tour Pro” categorie(s) of this contract. All players must be officially registered competitors in the specific event named on this contract.

4. **FORMAT OF EVENT** - The event covered on Page 1 of this contract must be a golf tournament. A golf tournament must be an official event, registered with, and conducted at the golf course named on Page 1 of this contract.

5. **WITNESSES** - Prize limits up to $5,000 must be witnessed by two playing partners. For prize values over $5,000, witnesses must be event non -participants, age 18 or over, of good moral character, and appointed by the Client/Prize Sponsor as follows: Prize limits $5,001 to $50,000, one nonplaying witness; $50,001 to $100,000 require two witnesses, one of whom is positioned at the tee-off area and the other of whom is positioned adjacent to the green, out of harm’s way. For prize limits of $100,001 or more, two witnesses are required, positioned in the same manner as described above, one of whom must be a PGA-certified professional or law enforcement official.

6. **VIDEO RECORDING** - For golf tournaments with prizes valued $100,001 or more, all shots must be recorded by video. The video recording must show the exact position of the golfer in relation to the tee, the actual swing of the golfer, the flight of the ball (as best as may be captured), the landing of the ball on the green, the ball dropping into the cup and remaining in the cup, and the ball being removed from the cup. The person videotaping the shot should be positioned behind the green, filming toward the tee area. Recordings of individual shots that are not one continuous filming may not be valid. It is the responsibility of the named client on Page 1 to verify that all video equipment is functional, including adequate battery power

7. **YARDAGES** - On the Target Hole, Men and Women must shoot from the respective yardages stated on Page 1 of this contract under “Men’s Yards” and “Women’s Yards”. The target hole(s) will measure from the tee to the flagstick, no less than the specified yardage on this contract. Women may shoot from a maximum of 15 yards less than men, without affecting the contract rate; however, under no circumstances may any contestant shoot at the Target Hole hole(s) from less than 135 yards.

WARNING

Should a valid hole-in-one occur at a yardage found to be less than that specified on Page 1 of this Contract, then the applicable prize amount payable shall be prorated as follows:

A. 1 to 25 yards less than the yardage on Page 1 of this contract will incur a penalty of 4.0% against the prize value per yard short of specified yardage. If the main prize hole(s) stated on page 1 of this contract is determined to have played 25 or more yards less than contracted, the claim will be denied in full.

B. In the event that the target hole(s) is played from less than 135 yards the claim will be denied in full.

8. **BONUS PRIZES** - NHIO provides bonus prizes to enhance the tournament in which coverage is provided. These prizes must be placed upon the exact holes as indicated in this contract. No independent witnesses are required on these holes as NHIO will accept the word of two playing partners if an ace is made and a copy of the contestant’s scorecard. Bonus prizes shall be defined as being additional prizes offered by NHIO as a consequence and benefit of the client purchasing a hole-in-one contract from NHIO for their target hole prize (i.e. car, cash, boat, etc.). Bonus prize holes may be played from normal men’s and women’s tees; however no bonus prize may be played from less than 100 yards. NHIO reserves the right to substitute Bonus Prizes.

9. **NUMBER OF SHOTS** - For tournament play, each category of shots specified on this Contract permit a 5% variance, plus or minus (+ or -), without a change in the contract fee. Shot variance greater than 5% must be reported to NHIO prior to the tournament. Coverage fee adjustment will be billed or refunded after the event. IMPORTANT: The prize value will be prorated downward if a valid hole-in-one occurs and the number of shots has been understated by more than the allowed 5% variance. (Example: Number of shots covered divided by number of shots taken times the prize value = Amount Paid.)

10. **CHANGES TO THE NUMBER OF SHOTS** - Changes to the number of shots, without regard to the reason or the number of shots to be taken, must be called in or emailed to NHIO prior to the tournament. You may communicate any changes in required coverage via phone at 800-527-6944 (outside of normal business hours, call NHIO's 24/7 Emergency Phone 800-527-6944 ext.4 or leave a message in NHIO's Emergency Mail Box) or via fax at (770) 271-4007, or contact NHIO's General Email Inbox at customercare@hio.com. It is imperative that adjustments to the number of shots are notified prior to the start of the tournament, as adjustments after the start of the tournament may not be accepted.
11. **MULLIGANS, PRACTICE SHOTS OR ADDITIONAL SHOTS** - Absolutely no practice shots, mulligans, extra or substituted shots are permitted on the target hole(s) or bonus prize holes. Only the first shot taken by each contestant is eligible to win the hole-in-one prize offered. A golfer who is 'rounding out' a foursome by taking an extra shot for the team is only eligible on his or her first shot. Only the authorized number of shots (plus or minus the 5% variance as indicated above for tournament play) are specifically permitted during the stipulated round(s) of the named tournament on the date(s) listed in this contract. Mulligan is defined as tournament or player providing or purchasing a 'do over' or repeat of the previous shot. Mulligans may not be used to win prizes and are strictly prohibited.
12. **CANCELLATIONS** – If the tournament is cancelled for any reason, including weather, assuming no shots were taken on the target hole(s), a full refund less a $50 cancellation fee will be made, or this contract will be amended to a rescheduled rain date without additional charge. NHIO must be notified of any other cancelled or rescheduled tournaments prior to or within 24 hours from the date of the tournament.
13. **TARGET HOLE** – Only one predesignated hole may be used on the target hole green. Nine (9) hole courses must specify which hole(s) will be eligible during the official covered round. Coverage does not apply unless prize is offered on the EXACT target hole as specified in this contract. Holes designated 1-9 would be considered the front side and holes 10-18 the back side of a 9 hole course. If the target hole is designated on the back side, it must play at least 15 yards longer or shorter than on the front side. Tournaments using more than two sets of nine-hole courses (i.e. 27- holes or 36 - holes) must clearly indicate the name of the specific course(s) to be played, the target prize and/or bonus prize hole numbers on those courses, and the number of shots to be taken on each of those holes.
14. **PRIZE RESTORATION** – Unless otherwise specified, NHIO will award a prize for every verified and valid ace on the Par 3 hole shown on Page 1 during that specific tournament. If an individual prize value is $100,000.00 or greater NHIO will have a (1) winner maximum for that listed prize.
15. **PRIVACY** – National Hole in One will not release any information regarding this contract to any other parties other than client listed on Page 1 unless authorized by client. The names and likeness of Sponsor and Winner may be used by NHIO for promotional purposes without further compensation to the Sponsor or Winning contestant.

IN THE EVENT OF A HOLE-IN-ONE

16. **CLAIM NOTIFICATION – MAIN PRIZE** - Immediate telephone notice or email by Client or Sponsor to the Claims Department of NHIO must be reported no later than the first business day after tournament. Fax, mail or email NHIO the name, address, and telephone number of the Ace-maker, the names of the official witnesses, two playing partners, the club pro, as well as the raw unedited videotape recording (if applicable). In addition to the aforementioned information, we will also require the original (or clear photocopy) of both sides of the winner's scorecard and the original tournament pairing sheet.
17. **CLAIM INVESTIGATION** – Client shall cooperate fully with any claim investigation by NHIO in its sole discretion, including but not limited to Polygraph Examinations if requested by NHIO. If deemed necessary NHIO may require the alleged Ace-maker, members of the Ace-makers group and the nonplaying witnesses to submit to a Polygraph examination by a licensed Polygrapher selected by NHIO and at our expense. Each person must pass his or her polygraph examination as judged by the examiner administering the test as a condition to NHIO's obligation to pay the claim.
18. **CLAIM NOTIFICATION – BONUS PRIZE** – Immediate telephone notice or email by Client or Sponsor to the Claims department of NHIO must be reported no later than the first business day after tournament. Fax, mail or email to NHIO the name, address and telephone number of two playing partners. NHIO reserves the right to substitute bonus prizes of the same type or of equal or greater value.
19. **DISPUTED CLAIMS** – NHIO acts specifically on behalf of the Client named on Page 1 of this contract and specifically not as agent of any competitor in a tournament in which NHIO provides coverage. The Client named on Page 1 of this contract agrees that any dispute resulting from a claim submitted hereunder will be governed by the laws of the State of Georgia and will first be submitted to binding arbitration in compliance with the rules established by the American Arbitration Association. If no agreement is reached through arbitration and if there is litigation with National Hole in One Inc. and or Great American Insurance pertaining to the claim, it shall be resolved solely and exclusively in an appropriate court in Gwinnett County, Georgia. By causing NHIO to issue this Contract, the Client named on Page 1 of this Contract agrees that it is subject to the personal jurisdiction of that court and to that venue as the exclusive one for all litigation arising out of the issuance of this Contract
20. **HOLD HARMLESS** - Client agrees to defend, protect, indemnify and hold harmless NHIO from any and all claims or causes of action brought by the alleged Ace-Maker or Tournament Committee, arising out of the issuance of this Contract, including the fees of counsel selected by NHIO to defend such action.

***Be sure to have payment and signed contract received prior to the date of the event. (Check, Credit card, Wire Transfer or EFT accepted). Client must provide accurate Hole #, Men's and Women's Yardage of your Main hole-in-one prize(s) and an accurate count of amateur, club professional and PGA/LPGA touring professional golfers.**

Client Signature _____ Date _____