



SPORTS RETAIL GAMING MEDIA AUTOMOTIVE SHOWS/EVENTS MISCELLANEOUS

PROMOTION GOODS AND SERVICES CONTRACT

Table with contract details: Contract #: O30707, Date: April 29, 2024, Salesperson: Zak Woodhead, Contract Fee: \$1,415.00

Client Name: Country Chevrolet Buick
Address: 880 S. Main
Telephone: 509-684-8404

Attn: Cory Fitzgerald
City/State/Zip: Colville, WA 99114
Email: cory@countrychevy.com

TYPE OF PROMOTION: Lucky Guess - Envelopes

Promotion Date: July 14, 2024
Total Number of Contest Envelopes: One Hundred (100)
Number of Contestants: One (1)
Total Number of Contest Envelopes Allowed to be Opened: One (1)
Maximum Prize Limit: \$50,000.00
Maximum Aggregate Prize Limit This Contract: \$50,000.00 (See Exhibit "A", B-4)
Promotion Location: Lake Roosevelt Walleye Club Governors Cup

Comments: Please read contract terms & conditions carefully. Thank You, Zak Woodhead

- 1. This contract is issued to the above-named Client for the sole benefit of said Client. Upon execution by Odds On Promotions (OOP), Client will become a member of the International Hole In One Association d.b.a. OOP, a full-service promotions company and purchasing group operating pursuant to the Liability Risk Retention Act of 1986, and be issued Confirmation of Participation in our Promotional Prize Fulfillment Program. The performance of OOP's prize payment obligations under this Contract is insured through Everest National Insurance Company under Master Policy #SI8GL00001-241.
2. A signed contract, order form and valid payment must be received by OOP FOURTEEN (14) DAYS PRIOR to the start of the promotion to avoid rush shipping & handling charges. OOP is not obligated to reimburse the Client for a prize absent a signed contract and/or timely and valid payment. IMPORTANT: Insurance agents act exclusively on behalf of the Client and not on behalf of OOP.
3. OOP's liability is limited to the lesser of the maximum aggregate prize value stated in this contract or the actual amount payable by the Client to the Winner(s) of the promotion, provided that the Client and such Winner(s) have complied with the terms and conditions of this contract and the official rules of the promotion. The terms and conditions of this contract will control in the event of any inconsistencies.
4. Client agrees to prepare and post official promotion rules, which must reflect the terms and conditions of this contract including but not limited to OOP's right to use the Winner(s) name and likeness for promotional purposes without further notice or compensation.
5. Exhibit "A" (Contract Terms and Conditions) is an integral part of this contract and shall remain in effect during the term of the contract.
6. In the event that the actual conditions of the promotion are materially different from those represented by the Client, OOP shall incur no liability unless such changes are approved in writing by OOP prior to the commencement of the promotion.
7. OOP is not a party to, or involved in, the conduct or implementation of the promotion. Client agrees to protect, indemnify, and hold harmless OOP from any and all claims made due to the conduct or implementation of the promotion, which in any way is inconsistent with the terms and conditions of this contract.
8. This contract, including exhibits and attachments, represents the entire final agreement between the Client and OOP and supersedes any prior agreements either oral or written. Any modifications hereto must be in writing and signed by both parties.

PAYMENT TO BIND CONTRACT
Table with payment options: Check Enclosed, Visa, Mastercard, American Express, Pre-Approved OOP Acct.
Fields for Credit Card #, Name On Card, Expiration Date, Authorized Amount.

SIGN AND RETURN ONE COPY OF EACH PAGE OF THIS CONTRACT WITH PAYMENT (SEE #2 ABOVE).

I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ABIDE BY EACH OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CONTRACT.

CLIENT SIGNATURE: Cory Fitzgerald DATE: Apr 29, 2024

ODDS ON SIGNATURE: Stacy Naveran DATE: Apr 29, 2024

EXHIBIT "A" – CONTRACT TERMS AND CONDITIONS

Lucky Guess - Envelopes

Contract #O30707

Contingent upon full compliance with these Contract Terms, ODDS ON PROMOTIONS (OOP) hereby agrees to reimburse the Client named on the Contract up to the specified maximum grand prize value if an eligible contestant successfully completes the said promotion on the date(s) and at the location specified. 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 promotion.

A. BEFORE PROMOTION

1. OOP shall provide client with One Hundred (100) sealed and uniquely numbered contest envelopes and One (1) master envelope containing the pre-selected winning contest envelope number(s).
2. OOP warrants the accuracy of the envelope parameters listed in B-4 below.
3. Promotion contestants must be selected as follows: Random selection by the client. No one contestant may be selected to participate on more than one occasion.
4. Current or former employees, family members, agents, successors, or assignees of the client or any promotional agency involved with this promotion shall be INELIGIBLE to participate.

B. DURING PROMOTION

1. One client representative must supervise the event and is responsible for the contestants understanding of the terms of this promotion.
2. In order to qualify for prize reimbursement, an eligible contestant must successfully select the One (1) winning contest envelope(s) from a randomly commingled group of one hundred (100) contest envelopes provided by OOP.
3. **IMPORTANT:** A MAXIMUM of ONE (1) contest envelope(s) may be opened. Opening any additional contest envelopes or a master envelope corresponding to a prize level with a potential claim will cause all claims to be denied.
4. **SCHEDULE OF ENVELOPE PARAMETERS:**

	PRIZE LEVEL A
# OF WINNING ENVELOPES	One (1)
PRIZE VALUE	\$50,000.00
CONTEST ENVELOPE #S	P585631-P585730
MASTER ENVELOPE #	ME014539

C. AFTER PROMOTION

1. Claims notification: Immediate telephone notice by client to the claims department of OOP will be reported no later than the first business day after the promotion.
2. Proof of Claim: The following items and completed documentation must be furnished to OOP as proof of a prize claim (forms furnished by OOP): (a) Affidavit of Promotion Official; (b) Affidavit of Winner; (c) all UNOPENED contest envelopes; and (d) the corresponding UNOPENED master envelope.
3. Investigation: Upon receipt of Proof of Claim, OOP may conduct a reasonable investigation including but not limited to requiring the client to produce the Winner, and/or Promotion Officials for polygraph examination as a condition to payment of the claim if, in the sole opinion of OOP such an examination is warranted by the facts.
4. **Choice of Law, Disputed Claims, Venue, and Attorney's Fees – Any and all disputes between the Client and OOP 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 Client and OOP or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Washoe County, Nevada. The Client agrees to pay OOP and its underwriters' reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event OOP or its underwriters successfully prosecute and/or defend any such arbitration or litigation.

SIGN AND RETURN ONE COPY OF EACH PAGE OF THIS CONTRACT WITH PAYMENT (SEE PAGE 1, #2).

I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ABIDE BY EACH OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CONTRACT.

Cory Fitzgerald

CLIENT SIGNATURE: Cory Fitzgerald (Apr 29, 2024 13:33 PDT)

DATE: Apr 29, 2024

EXHIBIT "A" – CONTRACT TERMS AND CONDITIONS

Lucky Guess - Envelopes

Contract #O30707

D. VARIABLE PROMOTION CONDITIONS

1. Any changes in specific promotion rules or data such as promotion dates, promotion location, number of participants, prize values, etc. **REQUIRE NOTIFICATION AND APPROVAL OF OOP PRIOR TO THE START OF THE EVENT.** AFTER NORMAL BUSINESS HOURS, ALL CHANGES ARE REQUIRED IN WRITING VIA FAX (775-828-6013) OR EMAIL (changes@odds promotions.com). Any contract fee adjustment will be billed to the client after the event.
2. If the promotion is canceled due to a force majeure, which prevents the conducting of the event, assuming no attempts to win the prize were initiated, a full refund of the insurance portion of the contract fee only will be made. This contract may be amended to a rescheduled date without additional charges.

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Cory Fitzgerald

CLIENT SIGNATURE: [Cory Fitzgerald \(Apr 29, 2024 13:33 PDT\)](#)

DATE: **Apr 29, 2024**