

SHOTCAM TERMS & CONDITION

Acknowledgement/Acceptance. Contestant's participation in ShotCam is expressly conditioned on the Contestant's acceptance of these terms and conditions ("**Terms and Conditions**").

1. The ShotCam Commandments. Contestant represents and warrants that Contestant shall abide by the following ShotCam Commandments: Contestant (i) is at least eighteen (18) years of age or older; (ii) is engaged in a full regular (non tournament) paid round of golf at a ShotCam sponsored golf course; (iii) participation in ShotCam complies with the United States Golf Association ("**USGA**") Rules of Golf and equipment standards; and (vii) is an Amateur Golfer, has never qualified for a PGA card, and is neither a Club Professional or a Touring Professional, as such terms are defined by the USGA.

2. Let's Play

Contestants can play the ShotCam during normal business hours of the ShotCam sponsored golf course, provided that ShotCam' Equipment is in proper operating condition and visibility conditions are sufficient to verify claimed wins via ShotCam cameras. In the event of camera malfunction or poor visibility resulting in verification of claimed wins being untenable, the current challenge will be considered void.

3. Show Me The Money.

3.1. To win a prize, Contestant must notify ShotCam of the win within twenty-four (24) hours of the Contestant's swing ("**Winner's Notice**").

3.2. ShotCam shall have up to thirty (30) days after receiving the Winner's Notice to investigate and verify the winning shot ("**Verification Period**").

3.3. After verifying the Winner's Notice, ShotCam will contact the Winner to arrange for delivery of the Winner's prize.

3.4. Distance from teebox to pin must be equal to or greater than distance agreed to by course and ShotCam. If distance from teebox to green is shorter for whatever reason, challenge will be considered void and refund will be given. Course is not responsible for payment of prize.

4. Dirty Birdies Disqualified. ShotCam, in its sole discretion, may disqualify any Contestant for any unlawful and/or prohibited activities (whether intentional or unintentional) while playing the ShotCam, including but not limited to, the following: (i) failure to abide by the ShotCam Commandments; (ii) teeing-off at a site other than the appropriately marked tee-markers and tee box; (iii) direct or indirect obstruction to ShotCam camera view during ShotCam play; (iv) direct or indirect obstruction or interference with the travel and trajectory of the golf ball being played; (v) tampering, disabling, or otherwise damaging ShotCam Equipment; (vi) attempts to hack, or cause a malfunction to the ShotCam Equipment, or other ShotCam property including, but not limited to, other tablets, materials, operating systems, or video monitoring systems; (vii) any false representation or material omission in connection with, or related, directly or indirectly, to the ShotCam, ShotCam, Registration, Account, or otherwise, regardless if written or oral; (viii) reporting false claims to prizes; (ix) and any other misconduct while playing the ShotCam.

5. The Winner's Circle: Award Details

During the Verification Period ShotCam may require Contestant and/or request third party witnesses provide

information concerning the winning shot. Winners are required to provide a copy of the original scorecard reporting the Hole-In-One occurrence signed by the winner, and the names of the playing partner(s) of the winner. The Verification Period may be extended beyond the thirty (30) days in the event it is discovered that (i) the ShotCam Equipment malfunctioned or was otherwise impaired; and/or (ii) there is evidence of improper conduct. In such event, ShotCam shall notify Contestant of the additional time necessary to complete the verification. ShotCam has the right deny any prize due to impaired ShotCam Equipment if the Winner's Notice cannot otherwise be verified by ShotCam. In such event ShotCam will shall be released from all other obligation or liability to Contestant.

5.1.

All applicable taxes are the sole responsibility of Winner. Prior to delivery, but in no event later than

thirty (30) days after submitting the Winner's Notice, the Winner must complete a W-9 tax form and may be required to provide a signed copy of these Terms and Conditions. Failure or refusal to complete W-9 tax form will result in forfeiture of the ShotCam prize. Winner's receipt of the ShotCam prize shall constitute complete, full and final satisfaction of ShotCam obligations to Winner and Winner shall release ShotCam, its members, officers, managers, employees, agents, and representatives from any and all claims, actions and other liabilities brought by Contestant, their successors, heirs, or agents under any theory of law. The Winner bears the sole responsibility for, and hereby releases ShotCam, its members, officers, agents and representatives, from all claims, demands and causes of action from any liability for, and shall protect, defend, indemnify, and hold harmless ShotCam from direct or indirect claims related to taxes associated with the prize received.

6. Paparazzi: Media and Marketing Waiver

6.1. Contestant acknowledges they are being monitored and recorded by ShotCam' Equipment, and that ShotCam owns all pictures, film, and references captured by its video Equipment. Contestant releases and consents to ShotCam' use of Contestant's image and likeness for any purpose related to ShotCam' marketing and promotion. Contestant consents and irrevocably authorizes ShotCam to use, copy, exhibit, publish and distribute the Winner's name, image, and likeness, however lawfully acquired, in any manner whatsoever, through any medium whatsoever, whether in existence now or to come into existence in the future including, but not limited to, the internet/online, print, multimedia, film and video, for the purpose of promoting ShotCam.

6.2. The Winner further understands and agrees that ShotCam may edit, modify and/or use any such likeness or image as ShotCam deems appropriate. The Winner agrees they have no monetary or other claim against ShotCam for the use of, or in relation to, the use of such name, image and/or likeness. In addition, the Winner hereby waives any right to inspect or approve any finished material or publication, including, but not limited to, written copy, wherein any such name, image or likeness appears.

6.3. Winner hereby understands and acknowledges that once released by ShotCam Winner's name, image or likeness may be used by a third party. Winner agrees to hereby hold harmless and release ShotCam, its members, officers, agents and representatives, from all claims, demands and causes of action which Winner, their successors, heirs, representatives, agents or any other persons acting on Winner's behalf or on behalf of Winner's estate have or may have by reason of this authorization.

6.4. ShotCam shall not disclose Winner's contact information including but not limited to physical address, telephone number, electronic mail address in any of its materials or publications.

7. Text Messaging. By opting in to receive text messages, Contestant consents to receive communications from ShotCam electronically, including, without limitation, e-mail and text messages. ShotCam will

communicate with Contestant by e-mail or text messaging. Contestant agrees that all agreements, notices, disclosures and other communications that ShotCam provides to Contestant electronically satisfy any legal requirement for enforceability purposes, including the enforcement of electronic signatures.

8. No Peaking We Promise: ShotCam Privacy Policy. Contestant's privacy is important to ShotCam, so important it warrants its very own legal guidelines. ShotCam Privacy Policy is available upon request and/or otherwise available at any time online at [www.ShotCam.com/privacy].

9. IMPORTANT LEGAL STUFF: INDEMNITY

9.1. Personal Injury and Property Damage. Contestant hereby releases ShotCam from any liability for, and shall protect, defend, indemnify, and hold harmless ShotCam, its parent, subsidiaries, partners, affiliates, and contractors of any tier and its and their respective officers, directors, employees, agents, invitees, shareholders, and joint owners (as "**Indemnitees**") from and against all costs (including the payment of reasonable attorneys' fees), losses, liabilities, demands, causes of action, damages, or claims ("**Claims**") of every type and character, arising out of or resulting from or related, directly or indirectly, to (i) injury to, illness or death of Contestant, its successors, heirs, representatives, agents, invitees, guests or any other persons acting on behalf of the foregoing or their estates ("**Contestant Group**"); or (ii) loss of or damage to any property of Contestant Group **REGARDLESS OF THE CAUSE OF SUCH CLAIMS, INCLUDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS) STRICT LIABILITY, OR**

ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF THE INDEMNITEES.

9.2. Damage to ShotCam Equipment. Contestant hereby releases ShotCam from any liability for, and shall protect, defend, indemnify, and hold harmless Indemnitees from and against all Claims of every type and character, arising out of or resulting from or related, directly or indirectly, to loss of, or damage to, any property of Indemnitees which is caused directly or indirectly by any member of the Contestant Group Indemnitees.

9.3. Operation of Law. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations in this Section 9, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

10. Fight Club: Dispute Resolution

10.1. Contestant disqualification shall constitute a material breach of this agreement and result in Contestant's forfeiture of prize winnings. ShotCam may, in its sole discretion, ban disqualified Contestants from future ShotCam participation in addition to pursuing other remedies at law against the Contestant. A twenty dollar (\$20) fine shall be imposed, and charged directly to Contestant's credit card, for any false Winner's Notice submitted to ShotCam through Contestants' account. Additionally, Contestant shall be responsible for any and all other costs incurred by ShotCam to investigate a false Winner's Notice or a win otherwise obtained in violation of these Terms and Conditions. Contestants should notify ShotCam immediately of any unintentional Winner's Notice submitted to ShotCam to minimize Contestant's liability for necessary investigative costs incurred by ShotCam. Nothing herein these Terms and Conditions in anyway limits other remedies available to ShotCam at law or in equity for Contestant Misconduct

10.2. All disputes under this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the state of California. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis, or on a basis involving claims brought in a purported representative capacity on behalf of others. You agree that, by entering into these Terms, you are waiving the right to a trial by jury or to participate in a class action. These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

10.3. Governing Law. The validity, construction, interpretation, and effect of the contract shall be governed by the laws of the state of Texas, USA, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction, and shall be performable in Harris County Texas. **EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY, TEXAS AND THE FEDERAL COURTS IN AND FOR THE SOUTHERN DISTRICT OF TEXAS SITTING IN HOUSTON, TEXAS IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY DOCUMENT OR ANY INSTRUMENT ENTERED INTO IN CONNECTION HERewith.**

11. Can I Hit the Ball Yet? Almost. These Terms and Conditions shall constitute the entire understanding between the parties with regard to the subject matter discussed herein. Any prior written or oral or contemporaneous oral representations shall not be binding on either party except to the extent expressly and specifically stated in these Terms and Conditions.

12. Assignment & Waiver. Entry fees and the right to participate cannot be sold, assigned, delegated or otherwise transferred under any circumstances. No failure by ShotCam, at any time, to insist upon Contestant's strict performance of these Terms and Conditions, failure to exercise any of the rights or remedies afforded to ShotCam pursuant to these Terms and Conditions, shall constitute a waiver of such rights or remedies and shall not in any way relieve Contestants' obligations to abide by these Terms and Conditions. Additionally, no waiver by ShotCam of any default shall constitute a waiver of any subsequent default. No waiver by ShotCam of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to Contestant in writing.

CONTESTANT CONSENTS AND AGREES TO ABIDE BY THESE TERMS & CONDITIONS AT ANY ShotCam SPONSORED GOLF COURSE.

