

## COVERAGE(S):

**Participating Underwriters (The Insurers)**, as contracted by Hole-in-One ETC (ETC), will indemnify the Name as listed on page ONE of this agreement an amount, not to exceed the valued amount as stated in the declarations (see Page One herein) for the costs incurred in providing an award to the golfing Participant, who during the policy date, makes the first Hole-in-one on a Defined and Selected Hole, in a specified Tournament. Subsequent Hole-in-one(s) made during the policy, on like holes, will be considered null & void and the value of the prize considered payable for the first hole-in-one only.

## WARRANTIES:

If any warranty (A) through (M) have been breached then the Insurer has the right to deny a claim and the Insured shall have no recourse against Hole-in-One ETC and/or participating underwriters and/or insurers.

- (A) The distances (for prizes valued above \$5,000) measured from the tee to flagstick pin, on the Selected Holes where the Hole-in-one is made, shall be at least the minimum distances as specified on page 1 of this declaration. In mixed tournaments Ladies must play from distances of a maximum of 15 yards less compared to that defined for the men.
- (B) A tournament, course or client **does NOT reserve the right, without pre-written consent from Hole-in-One ETC, to alter the distance of a par-3 hole and must ensure participants shoot from a distance as confirmed on that golf course's current scorecard. A tournament altering the hole distance, materially different from what is confirmed on that scorecard is considered altering the risk, and a hole-in-one is immediately deniable.** Par-3 Tournament and High-limit Shoot-outs may be staged from a makeshift tee in the fairway on a specified par-4 or par-5 length hole, but specified course must confirm in writing using a Yardage Verification Form provided by Hole-in-One ETC, that the distance each golfer attempts their shots, are from a distance of no less than 165 yards from swing to target hole.
- (C) Witnesses/Monitors: All monitors/witnesses must be event non-participants, at least 18 years of age, with no criminal record and appointed by the insured as follows: Prize limits up to: \$35,000 require ONE non-playing witness ... limits of \$35,001.00 - \$100,000.00 require TWO non-playing witnesses ... limits of \$100,001.00 - \$250,000.00 require TWO witnesses, one of which is a CPGA Certified Golf Professional ... and limits exceeding \$99,999 require ONE CPGA Certified Golf Professional and video footage of each and all eligible shots by a second witness.
- (D) **All witnesses must be stationed in a safe area near the hole, adjacent to the green and away from distraction on the tee where they MUST clearly see the shot ball enter and remain inside the golf cup. Where two monitors are required due to prize limit, one monitor must be at the hole (green) and the other at the tee-off area.**
- (E) The contest fee is based on a participant being an amateur golfer, who is at least 18 years of age, playing in a minimum group of three (no twosomes), officially registered and playing in a golf tournament for which premium has been paid.
- (F) Only one original shot per participant per hole can qualify to win a Hole-in-one prize. Mulligan/practice shots are ineligible.
- (G) "Certification of Achievement" of a Hole-in-one by a participant in a Covered Golf Tournament, must be made on the actual scorecard by the participant, his/her playing partners and the hole monitors. Certification shall also include the date and time-of-day at which Hole-in-one was achieved.
- (H) Hole-in-One ETC must be notified a minimum of 24 hours prior to the start of the event of any changes made to this agreement. Failure to notify ETC and participating underwriters, in writing, would result in a denied claim.
- (I) The Participant must complete all scorecards, and must complete their full tournament round.
- (J) All holes to be insured must be played as stated in this declaration. An intent of Full Payment of the total premium must be submitted to ETC or duly authorized representative of the Insurer, prior to the start of the tournament.
- (K) It is the sole responsibility of the Client Named in this agreement to ensure information herein is accurate and complete.
- (L) The Client named herein is responsible for conveying to all participants in the covered tournament, all rules and regulations as agreed to in this declaration. It is not the responsibility of ETC, nor participating underwriters or its agents or representatives to verify the accuracy of the information provided by the Client named on page-1 of this agreement.
- (M) If in the event of a claim the Insurer discovers that more players are registered and playing in the covered tournament than the number of participants stated as per this policy declaration, the Insurer may deny the claim fully, or cancel the policy and refund fifty (50) percent of the premium paid. The Insured shall have no recourse against the Insurer in this case.

## DEFINITIONS

**"Insured"** means the organization or individual stated in this Policy Declaration. **"Participant"** means an individual entered and playing in a Covered Tournament for which a "tournament fee" has been paid. **"Hole-in-one"** means a hole (where the ball comes to rest completely in the cup) made in one original golf stroke from the corresponding tee. As per the rules of golf: The players are allowed 50 seconds to play his shot from the moment he arrives at the ball. **"Selected Hole"** means the hole or holes stated in this Policy Declaration. The cup cannot be placed in a concave position on the green that allows balls to roll and funnel directly to the hole. **"Covered Tournament"** refers to the tournament or tournaments stated in this Policy Declaration. **"Contest Sponsor"** shall mean the Insured or Client named in this Policy Declaration (Page ONE). **"Club Professional"** means anyone who, in the past 36 months earns their living employed by a golf course to play or teach golf. **"Amateur"** is anyone who plays golf as a non-remunerative and non-profit-making sport and who does not receive remuneration for teaching golf or for other activities because of golf skill or reputation. **"Representative of the Insurer"** is a person/broker/agent appointed by Hole-in-One ETC or the Insurer to act on their behalf. **"Insured Hole"** refers to the hole(s) where prize-remuneration has been placed as per this policy declaration see Page One). **"Monitor/Witness"** means event non-participants, at least eighteen (18) years of age, of good moral character with no criminal record.

**EXCLUSION**

This agreement does not apply to any claim arising out of fraud, collusion, dishonesty, or misrepresentation.

**CONDITIONS**

**Postponement:** If the Insured is forced to postpone the Covered Tournament due to inclement weather or vandalism of the Golf Course, ETC will amend the current agreement stated in the declarations to comply with the revised date on which the Tournament will be held, provided it is within the same calendar year of the original expiration date of this policy.

The Insured must provide the Insurer with written notice stating that all of the following conditions have been met:

- The Covered Tournament was postponed due to inclement weather or vandalism of the Golf Course
- None of the Participants have made a Hole-in-one on the Selected Hole
- No more than five (5) percent of the Participants have completed playing any Selected Hole
- The scope of the Covered Tournament as rescheduled is not materially changed from the described coverage in the original application for the Insurance
- The revised date(s) of the Covered Tournament given to the Insurer must be within the same calendar year of the original expiration date of this policy

**Insured Requirements After Loss:** Upon occurrence of a Hole-in-one to which this agreement may apply, the Insured shall:

1. Notify, in writing, Hole-in-one ETC (fax: 1.905.768.8749) the **FIRST BUSINESS** day after the Covered Tournament, of the Hole-in-one.
2. File a Hole-In-One Claim Form to ETC **within FIVE (5) days** after the date on which the Hole-In-One was made.
3. Submit both the original score card and the Claim Form to ETC within (5) days of an occurrence.
4. In the event of a hole-in-one claim, the Insured shall supply to ETC and the Insurer a complete, typed list of all the participants in the covered tournament, their starting time, the hole at which they started play in the covered tournament (i.e. shot gun start) and a copy of any rules which may have been given to the participants prior to the start of the covered tournament.

**Cooperation Of The Insured:** Hole-in-One ETC and participating Underwriters shall have the right and opportunity to make such investigation as it shall deem necessary of any claim and the Client named herein shall cooperate with the Underwriters and Insurers and shall make available to the Insurer at all reasonable times, it's books and records pertaining to said claims.

**Termination:** An agreement or contract may be terminated by the Client named herein prior to the policy inception date by submitting written notice to ETC. Such notice is to be received by ETC a minimum of three (3) days prior to the start of the Covered Tournament to avoid a Cancellation Fee. ETC will then refund to contest fee in full stated in the declarations. If the Client named herein notifies ETC prior to the policy inception date, but less than three (3) days prior to the start of the covered tournament then ETC shall retain fifty (50%) percent of the contest fees and amounts as the costs incurred by the Insurer. This contract may not be terminated by the Client named herein after the policy inception date and this agreement may not be terminated by ETC.

**Representations:** The statements in the Declarations are material to the acceptance of the risk and are declared by the client named herein to be true. This agreement is issued in consideration of such statements and the receipt (by Hole-in-one ETC) of the Contest Fee prior to the start of the event. By the acceptance of these terms, the client named herein agrees that the agreement embodies all agreements existing between the Client and ETC or of any of it's Agents relating to this agreement.

**Claims:**

The Insurer may deny a claim if the Insured does not follow all of the warranties as spelled out in this policy declaration. If the Insurer denies a claim as per this policy declaration, the Insured shall have no recourse against the Insurer.

If the Insurer is forced to defend any action brought against it by the Insured as a result of denial of a claim made against this policy declaration then the Insured shall agree to pay any and all legal costs incurred by the Insurer in defending this action if it is ruled that the Insurer is not liable. Any action brought against the Insurer by the Insured shall be done in the jurisdiction designated by the Insurer only.

In the event to settle a claim payout, should winner opt to accept a cash payout instead of the actual prize, if agreed by sponsoring client and winner and Hole-in-One ETC they may do so at a rate equal to 70% of the insured value of said prize.

In the event of a claim, the distance from tee to pin must be verified by duly authorized representative of the golf course using accepted measurement devices I.E. range finder, measuring wheel, transit, etc.

**I AGREE TO ADHERE TO ALL THE TERMS AND CONDITONS AS DEFINED HEREIN.**

\_\_\_\_\_  
Certificate Reference Number

(see page 1, Top right corner)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*J. Awalt*

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Hole-in-One ETC Representative tel: 1-905-768-1333