## **TERMS AND CONDITIONS**

## Hole In One Contest

## Underwritten By Certain Lloyds Syndicates through PAL Insurance Brokers Canada Ltd. (PAL)

- 1. CONFIRMATION OF TERMS The Company provides the insurance described in this policy in return for payment and is subject to the terms and conditions written. Only a signed and completed PAL application received prior to tournament date will supersede prior communications of terms and conditions. Once a policy is established, any changes must be provided to PAL in writing. (Failure to Notify PAL may result in a denied claim)
- 2. FORMAT OF EVENT The event in this contract must be either a golf tournament or golf shootout. A golf tournament must be an official event registered with, and conducted at, the golf course named in the cover note of insurance. A shootout is defined as an event with any number of shot(s) taken at a golf course, independent driving range, or other custom location outside of the normal round of play of a golf tournament. The format of the shootout, qualification of contestants, and custom event location (if applicable) is subject to approval by PAL.
- 3. WITNESSES –. All official witnesses must be non-participants, age 18 or older, and appointed by sponsor or responsible tournament official as follows: Prize limits up to \$50,000 require one who is positioned adjacent to the hole (at the green). For prize limits of \$50,001 -\$100,000 or more, we require two witnesses one of which is stationed at the tee box and the other adjacent to the hole. For prize limits of \$100,001 or more, we require two witnesses positioned in the same manner as described above, one of whom must be a PGA-certified professional or law enforcement official.
- 4. YARDAGES The main prize hole(s) will measure from the tee to the flagstick, and shall not be less than the specified yardage on this contract of insurance. Women may shoot from a maximum of 15 yards less than men in a mixed tournament, consisting of both men and women, (TO A MINIMUM OF 135 YARDS), without affecting the contract rate. Professional Golfers and club pros maybe eligible for an extra charge. The minimum yardage for professionals is 175 yards per covered hole. PAL must be notified, in writing, prior to the start of the event of any CPGA/LPGA or any other professional Golf organization playing the covered event.
- 5. FILMED AND RECORDED For golf tournaments with prizes value \$100,000 or more, all shots must be filmed and recorded. For shootouts, all shots must be filmed and recorded regardless of prize value. In the event of a claim, the raw, unedited footage of all shots must be submitted to PAL. The filmed and recorded footage 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 filming and recording the shot should be positioned behind the green, filming toward the tee area. It is the responsibility of the insured to verify that all filming and recording equipment is functional, including adequate battery power and tape.
- 6. NUMBER OF PARTICIPANTS Only one shot per participant is eligible under this contract. The exact number of participants must be declared prior to event. **IMPORTANT**: The prize value will be prorated downward if a hole-in-one occurs and the number of participant has been understated by more than the allowed 5% variance. (Example: Number of participants stated on the contract divided by number of physical participants taken times the prize value = Amount Paid.)
- 7. CHANGES TO CONTRACT- Any Changes to the contract must be submitted in writing to PAL prior to the start of the tournament/event. (*Failure to communicate changes could result in a denied claim*)
- 8. NUMBER of PLAYERS: The insured tournament must be played in groups of no less than three (3) participants. Any groups of two must be added to another group to be eligible for the insured prize. PAL will NOT indemnify any prize that has less than 4 witnesses. (This can be made up of 1 spotter, 1 shooter (Claimant) and 2 other playing partners)
- 9. MULLIGANS & PRACTICE SHOTS Only one shot per participant is eligible. Absolutely no practice shots or mulligan are permitted on any insured hole(s). 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. A ball hit of bounds and rehit is not eligible.
- 10. CANCELLATIONS If the tournament is cancelled for any reason, including weather, assuming no shots were taken on the target hole(s), a full refund will be made (subject to \$25.00 cancellation fee), or this contract will be amended to a rescheduled rain date without additional charge. PAL must be notified in writing of any cancelled or rescheduled tournaments prior to the tournament date.
- 11. TARGET HOLE –. 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 front side and holes 10-18 the back side of a nine hole course. 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 main prize and/or bonus prize hole numbers on these courses, and the number of shots to be taken on each of these holes.
- 12. PRIZE RESTORATION: In an event there is one successful participant, this policy will automatically reinstate the prize value (up to the prize limit) for the chance of a second potential winner at no additional premium on the same insured hole.
- 13. \$250 CLUB PRO VOUCHER: In an event there is one successful participant per insured hole, \$250 is included in the total prize value and included within the aggregate limit stated on the certificate. To be used at the Golf Club Pro Shop.
- 14. CLAIM PRECEDURE: Any claim made under this policy must be substantiated by providing all pertinent information required. PAL is not responsible for any monetary charges brought forth by obtaining the claim information needed by the company. Any incomplete documentation will be returned to you for completion.
- 15.. CLAIM NOTIFICATION Immediate telephone notice by sponsor to the PAL must be reported no later than the first business day after tournament. Fax/ E-mail to PAL (519-428-7716 or <a href="Ontario@palcanada.com">Ontario@palcanada.com</a>) the name, address, and telephone number of the winner, the official witness(s), a playing partner, the club pro. 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.
- 16. DISPUTED CLAIMS PAL Insurance Brokers Canada Ltd. acts specifically in behalf of the sponsor named on this contract and specifically not as agent of any competitor in a tournament in which coverage is provided. Any disputes are subject to Canadian jurisdiction laws. Each party is liable for their own attorney's fees.
- 17. Don't risk having a claim denied by neglecting to follow the simple terms and conditions of this contract. \*Be sure to have payment and signed contract received prior to the date of the event. (VISA, and MASTER CARD accepted). Sponsor must provide accurate yardage figures of your main hole-in-one prize(s) and an accurate count of amateur, professional and PGA/LPGA touring professional golfers.

Sponsor or Client Signature	Date