



PROMOTION GOODS AND SERVICES CONTRACT

Table with contract details: Contract #: O28808, Date: December 17, 2022, Salesperson: CGG, Contract Fee: \$1,257.00

Client Name: Stonecom Radio, Address: 1 Stonecom Way, Telephone: 931-858-4060, Attn: Alegna Leelaine, City/State/Zip: Cookeville, TN 38506, Email: alegna@stonecomradio.com

TYPE OF PROMOTION: Basketball – Thirty (30) Second Series Shoot-Out

Promotion Dates: 01/06/23 through 02/07/23 [See Exhibit "B"]
Number of Games Covered: Thirteen (13)
Number of Contestants per Game: One (1)
Number of Attempts per Contestant: One (1)
Maximum Prize Limit: \$10,000.00
Maximum Aggregate Prize Limit This Contract: \$10,000.00 [ONE (1) WINNER(S) ONLY]
Promotion Location: See Exhibit "B"

Comments: Please read contract terms & conditions carefully. ***If your court is smaller than a standard regulation collegiate gym, you will need to extend the shots far enough beyond center court to qualify for prize reimbursement. It is vital that the Half-Court Shot is taken at a minimum distance of 43 feet from the basket line. You MUST videotape the measuring of the distance from the basket line to the half-court or demarcation line (MINIMUM 43 FEET) with the use of a measuring device prior to the actual prize attempts.*** Thank you, Chris Gardiner

- 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 #SI8GL00001-221.
2. A signed contract and valid payment must be received by OOP PRIOR to the start of the promotion. 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. Exhibits "A & B" (Contract Terms and Conditions) are 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 fields for payment method (Check, Visa, Mastercard, American Express, Pre-Approved OOP Acct.), Credit Card #, Name On Card, Expiration Date, and 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: _____ DATE: _____

ODDS ON SIGNATURE: _____ DATE: _____

EXHIBIT "A" – CONTRACT TERMS AND CONDITIONS**Basketball – Thirty Second Series Shoot-Out****Contract # O28808**

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 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. Promotion contestants must be selected as follows: One (1) raffle ticket shall be randomly drawn from all raffle tickets distributed and collected to everyone in attendance at each game listed on Exhibit "B" of this contract. The person holding the announced numbered raffle ticket, at the time of the drawing, shall become the insured grand prize contestant. If the contestant does not wish to participate or is otherwise disqualified, another raffle ticket shall be drawn, and the process shall be repeated. Contestant may not be chosen more than two (2) hours prior to the start of the prize promotion. The individual(s) selected **CANNOT** choose another person to participate on his/her behalf. No one contestant may be selected to participate on more than one occasion.
2. The following classes of people shall be **INELIGIBLE** to participate:
 - a. Current or former professional or semi-professional basketball players and coaches who have played or coached at that level anywhere in the world.
 - b. Current or former collegiate or junior collegiate basketball players and coaches who have played or coached at that level anywhere in the world within the past five (5) years.
 - c. Current or former high school basketball players and coaches who have played or coached at that level anywhere in the world within the past five (5) years.
 - d. Current or former Olympic basketball players and coaches who have played or coached at that level anywhere in the world within the past five (5) years.
 - e. Any person actively participating in the sporting event/tournament associated with this promotion.
 - f. Current or former employees, family members, agents, successors, or assignees of the client or any promotional agency involved with this promotion.
3. Contestants shall not be permitted any practice, warm-up, or qualifying shots, **at any time after his/her notification of participation in the promotion until the actual prize shot(s).**
4. **IMPORTANT:** Client agrees to secure signatures, **UPON NOTIFICATION OF PARTICIPATION IN THE PROMOTION**, on the "CONTESTANT AGREEMENT TO PARTICIPATE" form for each and every contestant and provide said forms to OOP with proof of claim.

B. DURING PROMOTION

1. One client representative must supervise the event and are responsible for the contestants understanding of the terms and conditions of this promotion.
2. Contestants shall not be permitted any practice, warm-up, or qualifying shots, **at any time prior** to the actual prize shot(s).
3. In order to qualify for prize reimbursement, an eligible contestant must **START FROM BEHIND THE HALF-COURT LINE** and shoot a regulation basketball through the same regulation basketball hoop placed not less than ten (10) feet above the floor, and successfully make, **IN SEQUENCE, WITHIN THIRTY (30) SECONDS:**
 - a. **A LAY-UP**, which shall include at least one bounce of the ball prior to making the shot.
 - b. A shot from **BEHIND the FREE THROW LINE (minimum 15 feet).**
 - c. A shot from **BEHIND the THREE-POINT LINE (minimum 19 feet 9 inches-HIGH SCHOOL).**
 - d. A shot from **BEHIND the HALF COURT LINE (minimum 43 feet).**
4. All distances are measured from the plane of the face of the backboard with the exception of the Three-Point Line, which is measured to the middle of the basket.
5. Each contestant shall have as many opportunities as necessary at each of the first three (3) locations to make a shot; however, **no more than ONE (1) attempt may be made at the HALF COURT shot**, provided that there is still time left on the shot clock.
6. NOTE: Each contestant must retrieve his/her own shots. **Absolutely no aid may be given by anyone such as batting, throwing, or rolling the ball back to a contestant even if his/her shot has left the playing surface.**
7. No part of the contestant's body or clothing may come in contact with the demarcation lines/spots prior to releasing the ball. Any such contact shall constitute a foul and the shot shall be considered missed.

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

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EXHIBIT "A" – CONTRACT TERMS AND CONDITIONS**Basketball – Thirty Second Series Shoot-Out****Contract # O28808**

8. **IMPORTANT: CLIENT MUST VIDEOTAPE THE ENTIRE PROMOTION ACTIVITY.** It is imperative that the individual operating the video camera films:
 - a. The entire random selection process of contestants prior to each game.
 - b. Each contestant's body position in relationship to the various demarcation lines/spots prior to releasing each shot.
 - c. Each contestant's release of the shot as well as the basketball passing through the hoop after each shot.
9. Client must assure that the video camera is properly functioning; failure to conform to this requirement will cause a claim to be denied.
10. The eligibility of each shot is subject to the NFHS, NCAA and/or NBA rules of basketball.

C. AFTER PROMOTION

1. Claims notification: Immediate telephone notice of a claim by client to the claims department of OOP 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) Affidavit of Video Camera Operator; (d) Contestant Agreement to Participate; and (e) RAW, UNEDITED videotape of the entire promotion activity.
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 Video Camera Operator, 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.

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, less a \$150.00 cancellation fee will be made. This contract may be amended to a rescheduled date without additional charges.

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EXHIBIT "B" – CONTRACT TERMS AND CONDITIONS
Basketball – Thirty Second Series Shoot-Out
Contract # O28808

SCHEDULE OF ELIGIBLE GAMES

Date			Host School	VS	Address	Girls' Game	Boys' Game
Fri	Jan	6	Clarkrange	Monterey	5801 S York Hwy, Clarkrange, TN 38553	6:00 PM	7:30 PM
Tue	Jan	10	Monterey	Jackson Co	710 E Commercial Ave, Monterey, TN 38574	6:00 PM	7:30 PM
Fri	Jan	13	Upperman	Livingston	6950 Nashville Hwy, Baxter, TN 38544	6:00 PM	7:30 PM
Tue	Jan	17	Jackson	Red Boiling Springs	190 Blue Devil Ln, Gainesboro, TN 38562	6:00 PM	7:30 PM
Fri	Jan	20	Dekalb County	Stone Memorial	1130 W Broad St, Smithville, TN 37166	6:00 PM	7:30 PM
Sat	Jan	21	Cookeville	Warren County	1 Cavalier Dr, Cookeville, TN 38501	6:00 PM	7:30 PM
Tue	Jan	24	Clay County	Pickett County	860 Clay County Hwy, Celina, TN 38551	6:00 PM	7:30 PM
Fri	Jan	27	Pickett County	Cumberland Co	130 Skyline Dr, Byrdstown, TN 38549	6:00 PM	7:30 PM
Mon	Jan	30	Warren Co	White County'	199 Pioneer Ln, McMinnville, TN 37110	6:00 PM	7:30 PM
Tue	Jan	31	Livingston Acad	Cumberland Co	120 Melvin Johnson Drive, Livingston, TN 38570	6:00 PM	7:30 PM
Fri	Feb	3	White County	Livingston	267 Allen Dr, Sparta, TN 38583	6:00 PM	7:30 PM
Mon	Feb	6	Van Buren Co	Clarkrange	337 Sparta St, Spencer, TN 38585	6:00 PM	7:30 PM
Tues	Feb	7	York Institute	Monterey	701 N Main St, Jamestown, TN 38556	6:00 PM	7:30 PM

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CLIENT SIGNATURE: _____ DATE: _____

**CONTESTANT AGREEMENT TO PARTICIPATE
BASKETBALL – THIRTY SECOND SERIES SHOOT-OUT
(TO BE SIGNED IMMEDIATELY AFTER CONTESTANT’S NOTIFICATION OF PARTICIPATION)**

I, (please print) _____, the undersigned, do hereby agree, by my participation in this promotion, to the following:

1. I will hold the Promotion Sponsor(s) and Odds On Promotions harmless and release the Promotion Sponsor(s) and Odds On Promotions from any and all liability for health related injuries of any kind resulting from my participation in this promotion.
2. I was a randomly selected participant and was not required to provide any payment or consideration in order to participate in this promotion.
3. I have not previously participated in this promotion.
4. **I am not allowed any practice, warm-up, or qualifying shots at any time after my notification of participation in this promotion until the actual prize shot(s).**
5. In order to qualify for a prize, I must **START FROM BEHIND THE HALF-COURT LINE** and shoot a regulation basketball, through the same regulation basketball hoop placed not less than ten (10) feet above the floor, and successfully make, **IN SEQUENCE, WITHIN THIRTY (30) SECONDS:**
 - a. A **LAY-UP**, which shall include at least one bounce of the ball prior to making the shot.
 - b. A shot from **BEHIND the FREE THROW LINE (minimum 15 feet).**
 - c. A shot from **BEHIND the THREE-POINT LINE (minimum 19 feet 9 inches-HIGH SCHOOL).**
 - d. A shot from **BEHIND the HALF COURT LINE (minimum 43 feet).**
6. I shall have as many opportunities as necessary at each of the first three (3) locations to make a shot; however, **no more than ONE (1) attempt may be made at the HALF COURT shot**, provided that there is still time left on the shot clock.
7. **NOTE:** I must retrieve my own shots. **Absolutely no aid may be given by anyone such as batting, throwing, or rolling the ball back to me even if my shot has left the playing surface.**
8. No part of my body or clothing may come in contact with the demarcation lines/spots prior to releasing the ball. Any such contact shall constitute a foul and the shot shall be considered missed.
9. I am not a:
 - a. Current or former professional or semi-professional basketball player or coach who has played or coached at that level anywhere in the world.
 - b. Current or former collegiate or junior collegiate basketball player or coach who has played or coached at that level anywhere in the world within the past five (5) years.
 - c. Current or former high school basketball player or coach who has played or coached at that level anywhere in the world within the past five (5) years.
 - d. Current or former Olympic basketball player or coach who has played or coached at that level anywhere in the world within the past five (5) years.
 - e. Person actively participating in the sporting event/tournament associated with this promotion.
 - f. Current or former employee, family member, agent, successor, or assignee of the promotion sponsor or any promotional agency involved with this promotion.
10. I agree to allow the Promotion Sponsor(s) and Odds On Promotions to use my name and likeness for any and all promotional purposes without further compensation.

I AM SIGNING THIS DOCUMENT PRIOR TO MY PARTICIPATION IN THIS PROMOTION AND AGREE TO ABIDE BY EACH ITEM CONTAINED HEREIN AS A CONDITION OF ANY PRIZE AWARD. I FURTHER AGREE TO INDEMNIFY, AND HOLD HARMLESS ODDS ON PROMOTIONS FROM ANY CLAIMS MADE DUE TO THE PROMOTION SPONSOR’S INCORRECT IMPLEMENTATION OF THE PROMOTION.

SIGNED: _____ **DATE:** _____

WITNESSED: _____ **DATE:** _____