

ForeFans Golf's Hole-In-One Challenge Rules

Overview

ForeFans Golf LLC ("ForeFans") offers a single game: the Hole-In-One Challenge (the "Game"). The Game is a skill-based promotional contest in which an eligible participant ("Player") attempts to complete a single golf stroke from a designated teeing area into a specified target hole in accordance with these Official Rules.

Participation may occur through individual play or in connection with tournaments, outings, or promotional activations. All participation constitutes the same Game and is governed uniformly by these Official Rules. The Game is valid only when conducted at an Authorized Game Location (defined below). Any attempt conducted outside such parameters is ineligible for verification or prize consideration. Participation does not guarantee any outcome or entitlement to any prize. Results depend on Player skill and compliance with these Official Rules. These Official Rules are subject to and incorporated into the ForeFans Terms of Service. In the event of any conflict: (i) these Official Rules shall control solely with respect to gameplay mechanics, shot eligibility, verification, and prize determination; and (ii) the Terms of Service shall control with respect to all other matters, including but not limited to liability limitations, dispute resolution, arbitration, indemnification, and general legal provisions.

ForeFans reserves the right, in its sole and reasonable discretion exercised in good faith, to interpret and enforce these Official Rules. All determinations shall be final and binding to the fullest extent permitted by applicable law. In the event of any inconsistency between provisions of these Official Rules, ForeFans shall interpret such provisions in a manner that preserves the integrity of the Game and is commercially reasonable. You acknowledge that you are not relying on any representations, statements, or promises other than those expressly set forth in these Official Rules and the Terms of Service.

Definitions

For purposes of these Official Rules:

- A. **"Entry"** means one (1) properly registered and paid attempt to complete the designated hole in a single stroke.
- B. **"Potentially Winning Shot"** means a shot that appears to satisfy all conditions of a valid hole-in-one and is subject to verification.
- C. **"Potential Winner"** means a Player whose shot is under review.
- D. **"Winner"** means a Player whose shot has been fully Verified, including where applicable confirmation by ForeFans' designated Underwriter, and confirmed in writing by ForeFans.
- E. **"ForeFans Platform"** means the official ForeFans system used for registration, payment, and participation.
- F. **"Holed"** means that, following a single stroke, the golf ball: (i) Comes to rest within the hole; (ii) Is entirely below the level of the putting green surface; and (iii) Remains at rest without external assistance or interference. The hole must conform to applicable United States Golf Association (USGA) specifications unless otherwise expressly approved by ForeFans. If the hole has been modified in any manner from standard USGA specifications, such hole shall not be considered conforming for purposes of the Game, and any ball coming to rest within such hole shall not be deemed "Holed" for prize eligibility.

- G. **“Game”** means the ForeFans Hole-In-One Challenge, a skill-based promotional contest in which a Player attempts to complete a designated golf hole in a single stroke in accordance with these Official Rules.
- H. **“Course Use and Participation Agreement”** or **“Course Agreement”** means the written agreement between ForeFans and a golf course, facility, or venue authorizing the operation of the Game at such location and establishing operational, technical, and compliance requirements.
- I. **“Authorized Game Location”** means a golf course, facility, or venue that is operating under a valid and fully executed Course Agreement or under the direct supervision of an authorized ForeFans representative.
- J. **“Player”** means an individual who registers for and participates in the Game through a valid Entry in accordance with these Official Rules.
- K. **“Stroke”** means the forward movement of a golf club made with the intent to strike and propel the ball. Any additional contact, re-strike, or subsequent attempt after initial contact shall not constitute part of the same Stroke and shall render the Entry invalid.
- L. **“Game Operator”** means any golf course, facility, or authorized individual responsible for hosting, administering, or facilitating the Game at an Authorized Game Location pursuant to a Course Agreement.
- M. **“Amateur Status”** means a Player’s eligibility classification under the Rules of Amateur Status as established by the United States Golf Association (USGA) or other applicable governing body.
- N. **“USGA”** means the United States Golf Association, the governing body responsible for establishing the Rules of Golf and related standards referenced in these Official Rules.
- O. **“Verification System”** means the ForeFans-authorized camera, video recording, software, and data systems used to capture, record, analyze, and verify Game activity and outcomes. The Verification System and its recorded data shall constitute the sole, controlling, and conclusive evidence for all determinations, except in the event of a verified Technical Malfunction.
- P. **“Technical Malfunction”** means any failure, interruption, or defect in the ForeFans Platform, Verification System, or related technology that materially prevents proper registration, recording, or verification of an Entry.
- Q. **“Prize”** means any cash or non-cash award offered by ForeFans in connection with the Game, subject to verification and compliance with these Official Rules.
- R. **“Verification”** means the required multi-step process by which: (i) ForeFans conducts an initial determination that a shot qualifies as a Potentially Winning Shot; and (ii) where applicable, the Underwriter independently reviews and confirms such determination. A shot shall be deemed “Verified” only upon completion of both stages. ForeFans’ preliminary determination alone shall not create any entitlement to a prize. Verification shall rely on the Verification System, and its data shall constitute the sole, controlling, and conclusive evidence.
- S. **“Interference”** means any act by a Player or third party that alters, affects, or has the potential to affect the flight, path, or final resting position of the ball.

Eligibility and Participation Requirements

A. Legal Compliance

Participation in any ForeFans Golf Game is subject to all applicable federal, state, and local laws, rules, and regulations. Participation is void where prohibited, restricted, or regulated by law. It is the sole responsibility of each Player to determine whether participation in the Game is lawful in their jurisdiction.

ForeFans reserves the right to deny participation to any individual if ForeFans determines, in its sole and reasonable discretion exercised in good faith, that participation may violate applicable law or regulatory requirements.

B. General Eligibility Requirements

To be eligible to participate in any Game offering prize money, a Player must:

- (1) Be at least eighteen (18) years of age at the time of Entry;
- (2) Be legally capable of entering into binding agreements;
- (3) Properly register and comply with all Official Rules;
- (4) Be participating in a valid, authorized ForeFans Golf Game location; and
- (5) Meet all eligibility standards established by ForeFans.

ForeFans reserves the right to require proof of age, identity, and eligibility at any time.

C. Amateur Status Requirement

Unless otherwise expressly stated, Games offering prize money are intended for amateur golfers as defined under the Rules of Amateur Status established by the United States Golf Association (USGA) or other applicable governing bodies.

A Player must not:

- (1) Be a professional golfer;
- (2) Be a former professional golfer;
- (3) Be classified as a teaching professional;
- (4) Hold professional status in golf at any time; or
- (5) Be otherwise ineligible under applicable amateur status rules.

ForeFans reserves the right, in its sole and reasonable discretion exercised in good faith, to review, evaluate, and determine a Player's eligibility status. Any misrepresentation of amateur or professional status shall result in immediate disqualification and forfeiture of any prize. The amateur status requirement is a material condition of eligibility. Players are responsible for understanding applicable laws in their jurisdiction.

D. Responsibility for Amateur Status Consequences

ForeFans does not provide legal, regulatory, or eligibility advice regarding amateur status.

Each Player is solely responsible for determining whether participation in a Game or acceptance of any prize may affect their standing with the USGA, NCAA, state associations, collegiate programs, or any other governing body.

ForeFans shall not be liable for any consequences arising from a Player's acceptance of prize money, including but not limited to loss of amateur status, eligibility restrictions, sanctions, or disciplinary action imposed by any governing body to the fullest extent permitted by applicable law.

Players are encouraged to independently review applicable rules and consult with appropriate governing authorities prior to participation.

E. Excluded Persons

The following individuals are not eligible to participate in prize-based Games:

- (1) Officers, directors, managers, employees, or contractors of ForeFans;
- (2) Immediate family members (spouse, parent, child, sibling) of such individuals;
- (3) Game Operators and their employees involved in Game administration;
- (4) Any vendor, contractor, or third party directly involved in the operation, underwriting, or verification of the Game.

ForeFans reserves the right to expand or modify eligibility exclusions at its sole and reasonable discretion exercised in good faith.

F. Agreement to Terms

Participation in any Game constitutes acknowledgment and acceptance of:

- (i) These Official Rules;
- (ii) The ForeFans Terms of Service;
- (iii) The ForeFans Privacy Policy; and
- (iv) All additional policies incorporated therein.

Any individual who does not agree to these terms is not eligible to participate.

Authorized Game Locations

The Game may be conducted only at golf courses, facilities, or event venues that are operating pursuant to a valid and fully executed ForeFans Golf Course Agreement or under the direct supervision of an authorized representative of ForeFans.

Only Games conducted at officially authorized locations are valid for participation and prize eligibility. Any Game conducted at a location not formally approved by ForeFans shall be deemed unauthorized and ineligible for prize consideration.

A current list of authorized Game locations may be published within the ForeFans website and/or mobile application. ForeFans reserves the right to update, modify, add, remove, or suspend authorized locations at any time and without prior notice.

In the event of any discrepancy between a third-party representation and the official ForeFans platform, the information displayed within the ForeFans system shall control.

ForeFans retains the sole and reasonable discretion exercised in good faith to determine whether a Game location is authorized and whether a particular Game was validly conducted. The ForeFans Platform shall be the sole and controlling source for determining whether a Game location is authorized at the time of participation.

Game Rules and Participation Procedures

A. How to Participate

To properly register and complete an Entry:

- (1) The Player must scan the official ForeFans QR code corresponding to the designated hole.
- (2) The Player must select the correct course, hole, and prize tier within the ForeFans platform.
- (3) The Player must complete payment of the applicable entry fee and receive confirmation of activation.
- (4) Upon confirmation, the Player may take one (1) official stroke within the designated activation period.

A Player may not take a stroke prior to confirmation of Entry activation. If a shot is taken before confirmation, outside the activation window, or without system registration, the attempt shall be invalid and ineligible for prize consideration.

B. Entry Fees and Participation Limits

Participation in any Game requires payment of the applicable entry fee in effect at the time of registration. Entry fee amounts may include, but are not limited to, \$5, \$10, \$20, \$50, or \$100, as displayed within the ForeFans platform or at the authorized Game location.

ForeFans reserves the right to modify, adjust, suspend, or discontinue entry fee amounts, pricing tiers, or participation structures at any time and for any reason, without prior notice.

Each paid Entry authorizes one (1) official attempt per designated hole per day, regardless of the number of rounds played, unless otherwise expressly permitted by ForeFans. ForeFans reserves the right to impose additional limitations on the number of Entries per Player, per day, per round, or per Game, in its sole and reasonable discretion exercised in good faith.

All entry fees are final and non-refundable once a Player has initiated the Game through the ForeFans platform, except where participation is materially prevented due to a verified technical malfunction attributable to ForeFans, as determined in its sole and reasonable discretion exercised in good faith.

ForeFans further reserves the right to deny, void, or invalidate any Entry if it determines, in its sole and reasonable discretion exercised in good faith, that the Entry was obtained, submitted, or attempted in violation of these Official Rules, operational procedures, or any applicable law.

C. One Shot Per Entry

Each Entry permits only one (1) Stroke. No additional strokes, mulligans, provisional balls, or substitute attempts are permitted. If more than one ball is struck or if a Player attempts multiple shots under a single Entry, the Entry shall be void.

D. Practice and Prior Shots Restriction

To preserve fairness and insurance integrity, no Player may attempt any practice shot, warm-up shot, or intentional stroke directed toward the target green prior to their official Entry attempt. Any violation of this restriction shall result in automatic disqualification of the Entry.

ForeFans reserves the right to enforce this restriction based on available video footage, system data, and other reasonably reliable information.

E. Tee Location and Yardage Requirements

To be eligible for prize consideration:

1. The ball must be struck from within the USGA-defined teeing area.
2. The tee markers used must meet or exceed the minimum yardage established for the applicable prize tier and as designated for the specific hole and location by ForeFans.
3. Players may move to a tee marker located farther from the hole than the tee being played in their normal round.
4. Players may not move to a forward tee marker in order to reduce the required distance.

Minimum yardage requirements may vary by course, hole, event format, and prize tier. The applicable minimum yardage for any Entry shall be the distance designated by ForeFans at the time of participation, including as displayed on-site, within the ForeFans Platform, or otherwise communicated in connection with the Game (the “Designated Yardage”), and such Designated Yardage shall govern for all purposes.

For non-insured prizes, unless otherwise specified by ForeFans at the time of participation, baseline minimum yardage requirements are:

Men: No less than 130 yards

Women: No less than 110 yards

Distance shall be measured from the point of strike within the teeing area to the flagstick location. ForeFans shall have sole and reasonable discretion exercised in good faith to determine yardage compliance, and its determination shall be final and binding to the fullest extent permitted by applicable law.

F. Definition of “Holed”

For purposes of the Hole-in-One Game, a ball shall be deemed “Holed” only when, following a single stroke:

- (1) The ball comes to rest within the hole;
- (2) The entire ball is below the level of the putting green surface; and
- (3) The ball remains at rest without external assistance or interference.

The hole must fully conform to applicable United States Golf Association (USGA) specifications, including but not limited to size, depth, and configuration, unless otherwise expressly approved in writing by ForeFans.

Notwithstanding the foregoing, if the hole has been modified in any manner from standard USGA specifications, including but not limited to the use of cup liners, inserts, foam devices, raised cups, modified depths, or any safety or course-adjustment apparatus, the hole shall not be considered a conforming hole for purposes of the Game, and any ball coming to rest within such modified hole shall not be deemed “Holed” for purposes of prize eligibility.

ForeFans reserves the exclusive right, in its sole and reasonable discretion exercised in good faith, to determine whether a hole conforms to USGA specifications and whether any shot satisfies the requirements of a Potentially Winning Shot. All determinations by ForeFans shall be final and binding to the fullest extent permitted by applicable law.

G. Equipment Standards

All clubs, balls, tees, and related equipment must conform to applicable United States Golf Association (USGA) standards.

Use of non-conforming equipment shall invalidate the Entry.

H. Interference and Ball Flight Integrity

No Player, spectator, Game Operator, or third party may interfere with, obstruct, deflect, redirect, or otherwise influence the travel or final resting position of the ball.

Any act that affects or could reasonably be interpreted as affecting ball flight or outcome shall result in immediate disqualification of the Entry. ForeFans’ determination regarding interference shall be final and binding to the fullest extent permitted by applicable law.

I. Course Integrity

The designated target hole and putting green used for any Game must conform to applicable United States Golf Association (USGA) standards and customary course conditions, unless otherwise expressly approved in writing by ForeFans.

The putting surface, cup, flagstick, teeing area, and surrounding conditions shall not be intentionally altered, modified, manipulated, or prepared in any manner designed to increase the likelihood of a successful Hole-in-One or otherwise affect the integrity of the Game.

Without limitation, the following are strictly prohibited unless expressly authorized by ForeFans:

- (i) Placement of the cup in an unusually favorable or non-standard position;
- (ii) Alteration of green speed, slope, firmness, or contour for the purpose of influencing shot outcome;
- (iii) Modification of cup depth, liner configuration, or hole construction;
- (iv) Adjustment of tee markers to reduce required yardage below approved minimum distances; or
- (v) Any preparation inconsistent with ordinary course setup procedures.

ForeFans reserves the right, in its sole and reasonable discretion exercised in good faith, to inspect, evaluate, and determine whether course conditions comply with these requirements. If ForeFans determines that the target hole or green does not meet conformity standards, ForeFans may suspend, invalidate, or disqualify any Entry or Game conducted under such conditions.

All determinations regarding course conformity and Game integrity shall be final and binding to the fullest extent permitted by applicable law.

Determination and Confirmation of Winners

All requirements set forth in these Official Rules are conditions precedent to eligibility for any prize. A Player shall be deemed a “Potential Winner” only if:

- (1) The Player has properly registered and paid the applicable Entry fee;
- (2) The shot is initiated and completed in full compliance with these Official Rules;
- (3) The stroke originates from within the designated teeing area; and
- (4) The ball is holed in one continuous stroke and recorded in its entirety by ForeFans’ authorized camera verification system.

A Potential Winner has no property, contractual, or equitable right to any prize. A shot shall be considered a “Potentially Winning Shot” only if ForeFans’ technology captures clear, continuous, and reviewable video evidence demonstrating that the ball was holed in accordance with these Rules. No eyewitness testimony, player attestation, course staff confirmation, or other external evidence shall substitute for or override ForeFans’ video verification.

All Entries and any shot that appears to qualify as a Potentially Winning Shot are subject to comprehensive review and verification by ForeFans in its sole and reasonable discretion exercised in good faith.

Notification to a Player that a shot is under review or that the Player is a “Potential Winner” does not constitute confirmation of winning status and does not create any entitlement to a prize. All Potentially Winning Shots remain subject to full technical, operational, eligibility, and compliance review.

Upon identification of a Potentially Winning Shot, ForeFans may notify the Player that the shot is under review. ForeFans may require the Player and the applicable Game Operator to complete, execute, and return any affidavits, eligibility certifications, liability releases, tax documentation, or other forms deemed necessary by ForeFans as a condition precedent to prize consideration.

ForeFans shall review:

- (i) All video footage and technical data captured by its verification system;
- (ii) Compliance with these Official Rules;
- (iii) Compliance with all operational requirements;
- (iv) Eligibility of the Player; and
- (v) Any additional information ForeFans deems relevant.

A Player shall be deemed an official “Winner” only upon issuance of a written confirmation from ForeFans expressly stating that the shot has been verified and approved as a winning shot. Such confirmation shall be delivered via the communication method on file with ForeFans and/or through the ForeFans platform, if applicable.

ForeFans reserves the right to delay, suspend, deny, or revoke prize confirmation if it determines, in its sole and reasonable discretion exercised in good faith, that:

- (i) The Entry did not comply with the Official Rules;
- (ii) Technical or operational irregularities occurred;
- (iii) Fraud, misconduct, or manipulation is suspected;
- (iv) Required documentation is incomplete or inaccurate; or
- (v) Any other circumstance exists that may compromise the integrity of the Game.

In the event ForeFans determines that a material malfunction, interruption, or failure of its camera or verification system prevented proper capture or recording of a shot, ForeFans may, in its sole and reasonable discretion exercised in good faith, (i) allow a replay attempt, (ii) provide a refund of the applicable Entry fee, or (iii) consider other remedial action consistent with preserving the integrity of the Game. Under no circumstances shall any remedy include payment of a prize unless all Verification requirements have been satisfied. Video evidence captured by the Verification System shall be the sole, controlling, and conclusive evidence for all determinations, except in the event of a verified Technical Malfunction.

Notwithstanding any provision herein, no Player shall be deemed a “Winner” and no prize shall be payable unless and until all required stages of Verification have been completed, including, where applicable, final approval by ForeFans’ designated Underwriter. Underwriter approval is a condition precedent to any prize obligation.

All determinations made by ForeFans regarding verification, eligibility, compliance, and winner status shall be final and binding to the fullest extent permitted by applicable law. No Player may assign, transfer, or otherwise convey any rights relating to an Entry, Potentially Winning Shot, or Prize.

Prize Amounts and Prize Determination

Certain Games may offer cash or non-cash prizes as specified by ForeFans. Prize amounts applicable to a particular Game are determined solely by ForeFans and will be displayed within the ForeFans platform or at the authorized Game location at the time of Entry purchase.

All prize amounts are subject to change, modification, suspension, or withdrawal at any time prior to a Player’s confirmed Entry. No prize amount shall be deemed guaranteed or binding until a Player has successfully completed payment for a valid Entry and received confirmation of such Entry through the ForeFans system.

The prize amount applicable to a Player’s Entry shall be the amount displayed and confirmed within the ForeFans platform at the exact time the Entry is successfully processed. All prize payments are expressly conditioned upon completion of Verification, including approval by ForeFans’ insurance provider or underwriting partner where applicable.

ForeFans shall not be responsible for:

- (i) Typographical errors;
- (ii) Display inaccuracies;
- (iii) Delayed system updates;
- (iv) Third-party listing errors; or
- (v) Outdated prize information viewed outside the official ForeFans Golf platform.

In the event of any discrepancy between publicly displayed prize amounts and the prize amount confirmed within the ForeFans system at the time of Entry, the amount recorded within the ForeFans system shall control.

ForeFans further reserves the right, in its sole and reasonable discretion exercised in good faith, to adjust, suspend, or cancel prize offerings if required due to operational conditions, insurance underwriting requirements, regulatory compliance, technical malfunction, or any circumstance that may affect the integrity or feasibility of the Game.

All prize determinations are subject to final verification and approval pursuant to these Official Rules. Any prize not claimed or required documentation not completed within the timeframe specified by ForeFans may be forfeited.

Publication of Prize Amounts

Prize amounts for each Game are established by ForeFans in advance of participation and are published within the official ForeFans platform for the applicable Game location and within the participating golf course.

Prize amounts in effect for a given day shall be those displayed within the ForeFans Golf system at the time a Player successfully completes a valid Entry. Displayed prize amounts may be updated, modified, or withdrawn by ForeFans at any time prior to confirmation of Entry.

ForeFans shall not be bound by any prize amount displayed due to typographical error, system delay, caching issue, synchronization delay, or other technical discrepancy. In the event of any inconsistency between displayed information and ForeFans' internal system records, the internal system record shall control.

ForeFans reserves the right, in its sole and reasonable discretion exercised in good faith, to revise, suspend, or cancel any posted prize amount if necessary to preserve the integrity of the Game, comply with insurance or regulatory requirements, or address technical or operational issues. All posted prize amounts remain subject to final verification pursuant to these Official Rules.

Disqualification and Game Integrity

A. Verification and Disqualification

All Entries are subject to verification by ForeFans. ForeFans reserves the sole and reasonable discretion exercised in good faith to determine whether:

- i. A shot qualifies as a Potentially Winning Shot;
- ii. A Player has complied with these Official Rules; and
- iii. Any technical or operational irregularities occurred.

As a material condition of eligibility and in order to comply with insurance and underwriting requirements, any Player who believes they have achieved a hole-in-one or Potentially Winning Shot must notify ForeFans within twelve (12) hours of the shot. Such notice must be provided through the ForeFans Platform or other method designated by ForeFans.

Failure to provide timely notice within this twelve (12) hour period shall result in automatic disqualification of the Entry and forfeiture of any potential prize, as timely reporting is required for ForeFans to comply with its obligation to notify its insurance provider and/or underwriter within required timeframes, including but not limited to a twenty-four (24) hour reporting requirement.

ForeFans may disqualify any Player who:

- i. Violates these Official Rules;
- ii. Attempts to manipulate or interfere with the Game;
- iii. Engages in fraudulent conduct;
- iv. Disrupts the Game or other participants; or
- v. Provides false or misleading information.

All verification and disqualification determinations shall be final and binding to the fullest extent permitted by applicable law. ForeFans shall have no obligation to retain, preserve, or produce video footage or system data for any period of time except as required by applicable law.

B. System Malfunction; Technical Errors

If ForeFans determines that a technical malfunction, system failure, camera error, software issue, or other operational defect occurred that materially affected a Game or Entry, ForeFans may suspend, void, or invalidate the affected Entry or Game.

In the event of a verified Technical Malfunction, ForeFans may, in its sole and reasonable discretion exercised in good faith, determine the appropriate remedy, which may include a replay attempt, refund of the Entry Fee, or other remedial action. No Player shall be entitled to any remedy beyond that expressly determined by ForeFans.

C. Fraud and Legal Remedies

Any attempt to deliberately undermine the legitimate operation of the Game may constitute a violation of criminal and civil law.

ForeFans reserves the right to pursue all remedies available at law or in equity, including but not limited to injunctive relief and monetary damages, against any individual who attempts to interfere with the Game's integrity.

D. Indemnification

By participating in the Game, each Player agrees to indemnify, defend, and hold harmless ForeFans, its affiliates, officers, directors, employees, contractors, insurers, and agents from and against any claims, losses, liabilities, damages, costs, and expenses arising from:

- (i) The Player's participation in the Game;
- (ii) Breach of these Official Rules;
- (iii) Violation of law; or
- (iv) Misrepresentation of eligibility.

Code of Conduct and Account Integrity

Participation in any ForeFans Game requires strict adherence to standards of honesty, integrity, and lawful conduct.

A. Identity and Misrepresentation

Players may not impersonate, misrepresent, or attempt to assume the identity of any other individual, including but not limited to another Player, Game Operator, or ForeFans Golf representative.

Providing false, misleading, incomplete, or inaccurate information at any time, including during registration, Entry submission, eligibility verification, or prize review, may result in:

- (i) Immediate suspension or termination of the Player's account;
- (ii) Disqualification of any Entry;
- (iii) Forfeiture of any prize;
- (iv) Permanent prohibition from future participation.

ForeFans reserves the right to request proof of identity and eligibility at any time.

B. Inappropriate Conduct; Recorded Content

The Game may involve audio and/or video recording through ForeFans' camera technology. Players agree that all conduct captured on such recordings may be reviewed by ForeFans.

Any behavior that ForeFans determines, in its sole and reasonable discretion exercised in good faith, to be inappropriate, offensive, threatening, abusive, unlawful, or disruptive may result in:

- (i) Immediate account suspension or termination;
- (ii) Disqualification of Entries;
- (iii) Forfeiture of prizes;
- (iv) Permanent restriction from future participation.

ForeFans' determinations regarding conduct shall be final and binding to the fullest extent permitted by applicable law.

C. Duplicate or Multiple Accounts

Each Player is permitted to maintain only one (1) active ForeFans account. The creation, attempted creation, or use of duplicate, secondary, alias, or otherwise unauthorized accounts is strictly prohibited.

If ForeFans determines that a Player has created or used multiple accounts, ForeFans may, in its sole and reasonable discretion exercised in good faith:

- (i) Suspend or permanently deactivate all associated accounts;
- (ii) Invalidate any Entries associated with such accounts;

- (iii) Void any Potentially Winning Shot;
- (iv) Deny payment of any prize;
- (v) Prohibit future account registration.

ForeFans may use technical tools, device identifiers, IP data, payment information, or other methods to investigate potential duplicate accounts.

D. Fraud, Manipulation, and Abuse

Any attempt to manipulate, interfere with, exploit, reverse-engineer, or otherwise undermine the Game platform, verification system, payment process, or prize determination process is strictly prohibited.

ForeFans reserves the right to:

- (i) Investigate suspected misconduct;
- (ii) Suspend or terminate accounts during investigation;
- (iii) Withhold prize payments pending review;
- (iv) Pursue civil and/or criminal remedies where appropriate.

All determinations regarding fraud, misconduct, or account violations shall be made by ForeFans in its sole and reasonable discretion exercised in good faith and shall be final.

Privacy and Data Use

By registering for or participating in any ForeFans Game, each Player acknowledges and agrees that personal information, account data, payment information, video recordings, audio recordings, device identifiers, and other information collected in connection with the Game may be collected, stored, processed, and used by ForeFans in accordance with its Privacy Policy.

The ForeFans Privacy Policy, as amended from time to time, is incorporated herein by reference and forms part of these Official Rules.

Participation in the Game constitutes affirmative consent to:

- (i) The collection and processing of personal data necessary to administer the Game;
- (ii) Verification of identity and eligibility;
- (iii) Prize fulfillment and tax reporting;
- (iv) Fraud prevention and security monitoring; and
- (v) Sharing of relevant information with insurers, payment processors, service providers, regulatory authorities, and legal advisors as reasonably necessary to administer the Game.

Players further acknowledge that participation in the Game may involve audio and video recording and that such recordings may be reviewed, retained, and used by ForeFans for

verification, compliance, dispute resolution, promotional, and operational purposes, consistent with applicable law.

If a Player does not agree to the data practices described in the Privacy Policy and these Official Rules, such Player is not eligible to participate in the Game.

Release of Liability and Publicity Authorization

A. Release and Assumption of Risk

To the fullest extent permitted by applicable law, by participating in any ForeFans Game, each Player knowingly and voluntarily assumes all risks associated with participation in the Game and in the sport of golf, including but not limited to risks of personal injury, property damage, equipment failure, and other inherent hazards.

To the fullest extent permitted by law, each Player agrees to release, discharge, indemnify, and hold harmless ForeFans, its parent entities, subsidiaries, affiliates, insurers, officers, directors, members, managers, employees, contractors, agents, Game Operators, sponsors, advertisers, service providers, successors, and assigns (collectively, the “ForeFans Parties”) from and against any and all claims, demands, actions, damages, liabilities, losses, costs, or expenses of any kind whatsoever, whether known or unknown, arising out of or relating to:

- (i) Participation in the Game;
- (ii) Any Entry;
- (iii) Any prize awarded or denied;
- (iv) The use, misuse, or acceptance of any prize;
- (v) Any act or omission by the Player; or
- (vi) Any technical, operational, or administrative issue relating to the Game.

This release includes, without limitation, claims based on negligence to the extent permitted by applicable law. ForeFans does not undertake any duty to supervise, monitor, or control gameplay beyond the operation of its platform and verification systems.

B. Errors and Administrative Issues

ForeFans shall not be responsible for:

- (i) Typographical errors;
- (ii) Printing errors;
- (iii) Display inaccuracies;
- (iv) Technical malfunctions;
- (v) Administrative errors;
- (vi) Delayed communications; or
- (vii) Any other error in the offering, administration, verification, or announcement of any Game or prize.

In the event of any such error, ForeFans reserves the right to correct the error and determine the appropriate resolution in its sole and reasonable discretion exercised in good faith.

C. Publicity Rights and Media Authorization

Except where prohibited by law, participation in the Game constitutes the Player's irrevocable consent and grant of rights to ForeFans and the ForeFans Parties to use, reproduce, display, distribute, publish, broadcast, edit, adapt, modify, and otherwise exploit the Player's:

- (i) Name;
- (ii) Image;
- (iii) Likeness;
- (iv) Voice;
- (v) Signature;
- (vi) Biographical information;
- (vii) Statements;
- (viii) Recorded audio;
- (ix) Recorded video;
- (x) Highlight footage; and
- (xi) Any related content captured in connection with the Game for advertising, promotional, commercial, operational, and entertainment purposes, in any media now known or hereafter developed, worldwide, in perpetuity, without additional compensation, notice, or approval.

Players acknowledge and agree that ForeFans shall own all right, title, and interest in any audio, video, or multimedia recordings captured in connection with the Game, including but not limited to highlight videos, promotional clips, social media content, or broadcast materials.

Players waive any right to inspect or approve the finished materials and waive any claims relating to the use of such materials, including claims for invasion of privacy, right of publicity, defamation, or misappropriation. All rights granted herein are in addition to, and not in limitation of, the rights granted to ForeFans under the Terms of Service relating to User Content and Modified Content.

D. No Additional Compensation

Players understand and agree that participation in the Game is voluntary and that no additional compensation, royalties, or payments shall be owed for the use of publicity rights granted herein.

Mobile Device and Technical Requirements

A. Device and Connectivity Requirements

Participation in any ForeFans Game requires the use of a compatible mobile device with active cellular data or Wi-Fi connectivity sufficient to access and operate the official ForeFans platform.

Players are solely responsible for:

- (i) Ensuring device compatibility;
- (ii) Maintaining adequate signal strength;
- (iii) Paying any applicable data, carrier, or messaging charges;
- (iv) Maintaining updated software and operating systems.

ForeFans makes no representation or warranty regarding uninterrupted access to the platform.

B. Technical Malfunctions

ForeFans shall not be responsible for any failure, interruption, delay, or error arising from:

- (i) Network congestion or connectivity issues;
- (ii) Device incompatibility;
- (iii) Software bugs or application crashes;
- (iv) Server outages;
- (v) Payment processor failures;
- (vi) Carrier delays;
- (vii) GPS inaccuracies;
- (viii) Camera system malfunctions;
- (ix) Third-party platform disruptions;
- (x) Unauthorized interference;
- (xi) Cybersecurity incidents; or
- (xii) Any other technical, electronic, mechanical, or human error.

If a Player experiences a technical issue that prevents proper Entry registration, activation, payment confirmation, or recording of a shot, the affected Entry may be deemed invalid in ForeFans' sole and reasonable discretion exercised in good faith.

ForeFans shall have no obligation to recreate, reprocess, or manually validate any Entry affected by technical disruption. ForeFans shall evaluate technical issues in good faith and in a commercially reasonable manner.

C. Sole and Exclusive Remedy

In the event of a verified Technical Malfunction, ForeFans may, in its sole and reasonable discretion exercised in good faith, determine the appropriate remedy, which may include a replay attempt, refund, or other remedial action. No Player shall be entitled to any remedy beyond that expressly determined by ForeFans. All determinations relating to Technical Malfunctions shall be interpreted consistently with the Terms of Service, which shall control in the event of any inconsistency.

D. Right to Suspend or Cancel

ForeFans reserves the right, in its sole and reasonable discretion exercised in good faith, to suspend, modify, cancel, or terminate any Game, in whole or in part, if ForeFans determines that any event or circumstance compromises or may compromise the integrity, fairness, security, or proper administration of the Game.

Such circumstances may include, without limitation:

- (i) Extreme weather conditions;
- (ii) Excessive wind or unsafe playing conditions;
- (iii) Course closures;
- (iv) Equipment failure;
- (v) Unauthorized human intervention;
- (vi) Fraudulent activity;
- (vii) System tampering;
- (viii) Regulatory action;
- (ix) Force majeure events; or
- (x) Any event beyond ForeFans' reasonable control.

In the event of suspension or cancellation, ForeFans' liability, if any, shall be limited solely to refund of the Entry fee for the affected Game, as determined in ForeFans' sole and reasonable discretion exercised in good faith. All Force Majeure events, interpretations, and remedies shall be governed exclusively by the Terms of Service.

E. No Liability for Participation

By participating in the Game, each Player acknowledges and agrees that ForeFans shall not be liable for any injury, loss, damage, or expense arising directly or indirectly from:

- (i) Participation in the Game;
- (ii) Use of the mobile platform;
- (iii) Downloading or accessing digital content;
- (iv) Network disruptions; or
- (v) External environmental conditions,

to the fullest extent permitted by applicable law. Participation is undertaken at the Player's own risk.

Post-Entry Requirements; Documentation and Tax Compliance

A. Documentation Required for Potential Winners

As a condition precedent to prize eligibility, ForeFans may require any Potential Winner to complete, execute, and return documentation deemed necessary by ForeFans, including but not limited to:

- (i) An affidavit of eligibility;

- (ii) A liability release;
- (iii) A publicity release (where permitted by law);
- (iv) Identity verification documents;
- (v) Tax reporting forms; and
- (vi) Any additional certifications reasonably required to confirm compliance with these Official Rules.

Failure to timely execute and return required documentation, or submission of incomplete, inaccurate, or misleading information, shall result in disqualification and forfeiture of the prize.

ForeFans reserves the right to establish reasonable deadlines for submission of required documentation. If a Potential Winner fails to comply within the time period specified by ForeFans, the prize may be voided in ForeFans' sole and reasonable discretion exercised in good faith.

Notification of "Potential Winner" status does not create any entitlement to a prize until all documentation has been received, reviewed, and approved by ForeFans.

B. Tax Reporting and Required Information

Winners receiving prizes meeting or exceeding the applicable federal reporting threshold (currently \$600 or greater in the United States) may be required to provide accurate and complete tax identification information sufficient for ForeFans to issue required tax reporting forms.

Failure to provide required tax documentation within the timeframe specified by ForeFans shall result in suspension of prize payment and may result in forfeiture of the prize.

ForeFans may withhold prize payment until all required tax documentation is received and verified.

C. Tax Responsibility

All federal, state, and local taxes associated with the receipt of any prize are the sole responsibility of the Winner.

ForeFans makes no representations regarding the tax consequences of prize receipt and shall not be liable for any tax obligations, penalties, interest, or reporting errors arising from a Winner's failure to comply with applicable tax laws, to the fullest extent permitted by applicable law.

D. Right to Delay or Withhold Payment

ForeFans reserves the right to delay, withhold, or deny prize payment if:

- (i) Documentation is incomplete or inaccurate;
- (ii) Eligibility remains under review;

- (iii) Fraud or misconduct is suspected;
- (iv) Insurance confirmation is pending (if applicable); or
- (v) Compliance with these Official Rules has not been conclusively established.

All determinations regarding documentation, tax compliance, eligibility, and payout timing shall be final and binding to the fullest extent permitted by applicable law.

Winner Notification and Dispute Resolution

A. Winner Notification

As a condition precedent to eligibility, any Player who believes they have achieved a hole-in-one or Potentially Winning Shot must notify ForeFans within twelve (12) hours of the shot in accordance with the procedures designated by ForeFans. Failure to provide such notice within the required time period shall result in disqualification of the Entry and forfeiture of any potential prize.

Following final verification and approval of a winning Entry, ForeFans will make commercially reasonable efforts to notify the confirmed Winner using the contact information provided at the time of registration. Notification may occur via email, telephone, in-app messaging, or other electronic communication.

ForeFans shall not be responsible for:

- i. Inaccurate or outdated contact information;
- ii. Spam filtering;
- iii. Voicemail issues;
- iv. Communication delivery failures; or
- v. Failure of a Player to respond.

Failure of a Player to respond within the timeframe specified by ForeFans may result in forfeiture of the prize in ForeFans' sole and reasonable discretion exercised in good faith.

B. Arbitration

Except where prohibited by law, any and all disputes, claims, or causes of action arising out of or relating to:

- (i) The Game;
- (ii) Any Entry;
- (iii) Any prize;
- (iv) These Official Rules; or
- (v) The relationship between the Player and ForeFans,

shall be resolved exclusively through binding, individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules then in effect

or the AAA Consumer Arbitration Rules where applicable. Arbitration shall take place in West Palm Beach, Florida, unless otherwise required by applicable law. To the extent any claim is not subject to arbitration, exclusive jurisdiction and venue shall lie in the state or federal courts located in Broward County or West Palm Beach County, Florida.

The Player expressly waives any right to:

- (i) Bring or participate in any class action;
- (ii) Participate in any representative action;
- (iii) Consolidate claims with other parties; and
- (iv) Seek relief on behalf of others.

Arbitration shall be conducted on an individual basis only.

C. Waiver of Jury Trial

To the fullest extent permitted by law, the Player knowingly and voluntarily waives any right to a trial by jury in any proceeding relating to the Game or these Official Rules.

D. Limitation of Damages

To the fullest extent permitted by law, ForeFans' total aggregate liability shall not exceed the amount paid by the Player for the applicable Entry or transaction giving rise to the claim. In no event shall ForeFans be liable for attorneys' fees, court costs, expert fees, or arbitration fees.

The Player expressly waives any right to recover punitive, exemplary, incidental, consequential, special, or indirect damages. The Player further waives any right to have damages multiplied or increased under any statute or theory of recovery.

Under no circumstances shall ForeFans' total liability exceed the amount of the applicable Entry fee paid by the Player except where prohibited by applicable law.

E. Governing Law

These Official Rules shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any dispute not subject to arbitration, or any action to enforce an arbitration award, shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida.

Game Results and Official Rules Requests

Individuals seeking information regarding confirmed Winner(s) of a specific Game, or a copy of the applicable Official Rules, may submit a written request to support@forefansgolf.com. All requests must include sufficient detail to identify the relevant Game, including the date and location of Entry.

ForeFans reserves the right to:

- (i) Verify the identity of the requesting party;
- (ii) Limit disclosure to information permitted by law;
- (iii) Withhold personal information in order to protect privacy;
- (iv) Decline repetitive, excessive, or abusive requests;
- (v) Charge reasonable administrative fees where permitted by law.

Winner information, if provided, will include only the minimum details required by applicable law and may exclude personal contact information. Requests must be submitted within thirty (30) days of the applicable Game date unless otherwise required by law.

ForeFans reserves the right to modify the process for obtaining Official Rules or Game results at any time.

Section headings are for convenience only and shall not affect the interpretation of these Official Rules. Nothing in these Official Rules shall be deemed to create any partnership, joint venture, or agency relationship between any Player and ForeFans.

No failure or delay by ForeFans in exercising any right shall operate as a waiver of that right. If any provision of these Official Rules is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

These Official Rules, together with the Terms of Use and Privacy Policy, constitute the entire agreement between the Player and ForeFans regarding the Game.