



TERMS OF SERVICE

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you," "Player," or "Participant") and **ForeFans Golf LLC**, a Florida limited liability company ("ForeFans," "we," "our," or "us"), and set forth the terms and conditions under which you are authorized to use our service, the ForeFans Golf Hole-In-One Challenge (the "Game"), a single skill-based promotional contest governed by the Official Rules, and which include, but are not limited to, our website, <https://forefansgolf.com> ("Site"), mobile app ("App"), and any website, application, or service where these Terms are posted, and any subdomains and mobile versions thereof (collectively, our "Services"). These Terms do not apply to other websites which are linked to/from the Site or App; those linked websites may be governed by different agreements. By accessing, registering for, paying for, or participating in the Challenge, you acknowledge that you have read, understand, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not participate in the Challenge. In the event of any inconsistency between these Terms and the Official Rules, the Official Rules shall control with respect to gameplay, verification, and prize determinations.

ATTENTION: PLEASE READ OUR PRIVACY POLICY CAREFULLY BEFORE USING THE SERVICES. ACCESSING ANY PART OF THE SERVICES OR CONTENT INDICATES THAT YOU ACCEPT AND AGREE TO THESE TERMS AND ACKNOWLEDGE THE PRIVACY POLICY IN FULL. IF YOU DO NOT ACCEPT THE TERMS AND PRIVACY POLICY, DO NOT USE, ACCESS, OR DOWNLOAD MATERIALS FROM THE SERVICES AND LEAVE THE SERVICES IMMEDIATELY.

ELIGIBILITY AND USE OF THE SERVICE

The Service is offered only to individuals who are at least eighteen (18) years of age and who are legally permitted to enter into binding contracts under applicable law. Certain Challenges may be limited to amateur golfers as defined by applicable governing bodies (including the USGA). Professional or former professional golfers will be deemed ineligible for prize-based participation. By using the Service, you represent and warrant that:

- (i) You are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater;
- (ii) You are legally capable of entering into binding agreements;
- (iii) You are physically capable of safely participating in a golf skill-based challenge;
- (iv) You are participating voluntarily and at your own risk; and
- (v) You confirm agreement and compliance with the Official Rules.

Participation in the Challenge is subject to all posted rules, course-specific requirements, and these Terms. ForeFans reserves the right to deny, suspend, or terminate access to the Service for any lawful reason.

ARBITRATION AND CLASS WAIVER NOTICE

PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER (SEE BELOW – "DISPUTE RESOLUTION, ARBITRATION, AND CLASS WAIVER"). THROUGH YOUR AGREEMENT TO THESE TERMS: (1) YOU

AND FOREFANS AGREE TO RESOLVE THROUGH BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT, ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THESE TERMS, THE SERVICES, INFORMATION, OR ANY OTHER SERVICES OR PRODUCTS PROVIDED, SOLD, PURCHASED, MANAGED, OPERATED, OR FULFILLED BY FOREFANS; AND (II) YOU AND FOREFANS EACH EXPRESSLY WAIVE ANY RIGHTS TO ENFORCE THIS AGREEMENT IN COURT OR AS A CLASS, SUBJECT TO THE LIMITED EXCEPTIONS DESCRIBED BELOW.

These Terms also include a disclaimer of warranties, a disclaimer of liability, and a release and indemnification by you, below. Please review those sections (and all other terms) carefully.

RESERVATION OF RIGHTS

We reserve the right to modify or discontinue the Services (or any portion of the Service), temporarily or permanently, with or without notice to you, and are not obligated to support or update the Services. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOREFANS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN THE EVENT THAT WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICES (OR ANY PORTION OF THE SERVICE). Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE Terms. We may change these Terms at any time. Please review the Terms each time you visit the Services. If We have Your email address, We will notify You of material changes to the Terms via email. If we do not have your email address, We will update this page to reflect any changes to the Terms

THIRD PARTIES

The Services may contain links to third-party websites and online services (such as social media sites) that are not owned or controlled by ForeFans. ForeFans has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or online services, and you access and use these websites or online services solely at your own risk. These links are provided for your reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or online services or any association with their operators. In addition, ForeFans will not and cannot control or edit the content of any third-party website or online service. BY USING THE SERVICE, YOU EXPRESSLY RELEASE FOREFANS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY “THE FOREFANS PARTIES”) FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICES AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD-PARTY. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions of use for each other website or online service that you visit.

RESTRICTIONS ON USE OF SERVICE

In your use of the Services, you will not:

- i. use the Services for any purpose other than for using the features we intentionally make available to you;

- ii. upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation;
- iii. post, transmit or submit any information that ForeFans, in its sole and reasonable discretion exercised in good faith, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;
- iv. upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- v. copy, download or distribute any part of the Services in any form or medium without the prior written authorization of ForeFans;
- vi. alter, modify or make derivative works from any part of the Services without the prior written authorization of ForeFans;
- vii. provide false personal information of anyone other than yourself without permission;
- viii. use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Service; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Services are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;
- ix. use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of the Service;
- x. obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Service;
- xi. impersonate or misrepresent any person or entity or your affiliation with someone else;
- xii. remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Service; or
- xiii. post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Services.

ForeFans will fully cooperate with any law enforcement authorities or court order requesting or directing ForeFans to disclose the identity of anyone violating these Terms.

We believe in children's online safety and do not wish to receive information regarding children under 13 years old. Therefore, you may not post, transmit or submit any personally identifiable information of a child under 13 years old or information sufficient to locate such a child on or through the Services. If you are under 13 years of age, then please do not attempt to submit any information to or use the Services.

INTELLECTUAL PROPERTY

Everything you see, hear, or otherwise experience on the Services, including but not limited to the graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Services, and all statistical, analytical, and other data captured

by or through the Services (collectively, “Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to ForeFans, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. ForeFans owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on the Services or use of the Marks may violate copyright, trademark, and other laws.

For your personal use, you may view, copy, and print pages from the Services. Otherwise, the Services may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. ForeFans reserves all rights not expressly granted in and to the Services, the Content, and the Marks. You agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by ForeFans in writing. You may not create, recreate, advertise or distribute Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If you copy or print pages of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein, nor may you scrape or use any extraction methods to obtain any Content or data from the Services.

You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to you under these Terms, the Services, or any content or materials accessible through the Services, in whole or part.

USER CONTENT

Any content, including but not limited to photos, videos, feedback, notes, messages, ideas, concepts, knowhow, techniques, or other communications, uploaded, recorded, posted, submitted, or otherwise made available by individual users of the Services, including any other content which does not originate with ForeFans (“User Content”) are the sole responsibility of the person who made such Player Submission available on the Services. By submitting any User Content to the Services, you represent and warrant that you will not submit or post material that is copyrighted, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit or post the material and to grant ForeFans all of the license rights granted herein. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your posting or submitting User Content. ForeFans EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER CONTENT.

On ForeFans’ social media sites, you further represent and warrant that you have the permission of any individuals depicted in photographs, videos or recordings that you submit to the Services to use their likeness and/or voice, as well as all other legal rights necessary to grant the license below to ForeFans.

You also agree that immediately upon the creation by or on behalf of ForeFans of any derivative works (including, but not limited to, highlight videos) from, modifications, edits, or other

changes to the User Content (the “Modified Content”), the Modified Content will become the sole and exclusive property of ForeFans and that we will own the entire right, title and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified Content for any purpose as determined by ForeFans in its sole and reasonable discretion exercised in good faith. You hereby grant, assign, transfer and convey any and all right, title or interest you have or may be deemed to have in and to the Modified Content to ForeFans. ForeFans hereby grants you a non-exclusive, royalty-free, perpetual right and license to use Modified Content solely for personal use.

ForeFans welcomes your comments and suggestions. However, except for any personal information we may collect from you pursuant to our Privacy Policy, User Content will be considered non-confidential and non-proprietary. You understand that whether or not such User Content are published or posted, ForeFans (1) does not guarantee any confidentiality with respect to any User Content (except as described in our Privacy Policy), (2) does not pay any compensation for User Content, and (3) is under no obligation to respond to or post any User Content.

YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE FOREFANS PARTIES WITH RESPECT TO USER CONTENT AND AGREE TO INDEMNIFY AND HOLD THE FOREFAN PARTIES HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICES.

PAYMENTS/OFFICIAL GAME RULES

All entry fees must be paid in full prior to attempting a qualifying shot. Unless otherwise required by law, all fees are non-refundable.

- I. **Transactions.** If You wish to use services or purchase products made available by or through the Services (each such activity, a “Transaction”), You may be asked to supply certain information applicable to Your Transaction, including, without limitation, credit card and other information. Any information that You provide to ForeFans will be handled in the manner described in our Privacy Policy. You agree that all information that You provide in connection with Your Transaction will be accurate, current and complete. You agree to pay all charges incurred by You or any users of Your account(s) and/or credit card at the price(s) set forth on the Services at the time of Your Transaction. Prices advertised on the Services are subject to increase in the amount of any tax, including excise, sales, use, or like taxes that ForeFans may be required to collect or pay in connection with the Transaction. You are responsible for (and will indemnify the ForeFans Parties against) all taxes associated with Transactions entered into by You or users of Your account through the Services (excepting taxes based on ForeFans’ income). You agree that You will not attempt to conceal Your identity by using multiple Internet Protocol addresses or email addresses to use or to enter Transactions on the Services. You grant ForeFans the right to provide any information You submit to or through the Services to third parties for purposes of facilitating the completion of Transactions initiated by You or on Your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.
- II. **Pricing.** Pricing for Transactions shall be as set forth on the Services which pricing may be changed by ForeFans from time to time. ForeFans may choose to temporarily change pricing for promotional events or new products or services, and such changes shall be immediately effective when ForeFans posts the temporary pricing change to the Services.

- III. **Payment Processing.** When You conduct a Transaction, processing of the Transaction and collection of payments may be handled by **Authorize.net**. Transactions will be processed only after Your billing information has been verified. If We receive incorrect billing or credit card account information, the processing of Your Transaction will be cancelled without further notice.
- IV. **Transaction Confirmation.** If You do not receive a confirmation or receipt (in the form of a page, message or email) after submitting payment information, or if You experience an error message or service interruption after submitting payment information, it is Your responsibility to confirm with ForeFans whether or not Your Transaction has been completed.
- V. **Payment Methods.** ForeFans accepts payment via American Express, Visa, MasterCard, and Discover. All credit card transactions are processed through **Authorize.net**. Authorize.net will collect the Transaction amount from You, and thereafter will deduct the credit card processing fee and remit payment of the remaining amount to ForeFans in accordance with such party's merchant card processing terms in effect from time to time.
- VI. **Refunds.** Before entering a Transaction on the Services, carefully review the Services and all policies and terms. Unless otherwise agreed to in writing by ForeFans, we will not issue refunds. In the event that the provisions of this section conflict with any mandatory refund policies imposed by a credit card company, as may be applicable to a particular Transaction, the terms of such mandatory refund policy shall prevail. Additionally, certain legislation and consumer protection laws and regulations may confer You with rights, warranties, guarantees and remedies relating to Your Transaction that cannot be excluded, restricted, or modified.
- VII. **Chargebacks.** You agree not to initiate a chargeback in bad faith or to circumvent these Terms. Nothing herein limits any rights you may have under applicable law or credit card network rules.

WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WARRANT AND REPRESENT TO FOREFANS AS SET OUT BELOW: The information provided to ForeFans in any registration screen, profile, email, telephone call or through other means including all personal details, contact details and all other data provided to ForeFans is true in all respects, up-to-date and not misleading.

You will keep the information referred to in paragraph (a) up to date.

You will not access the Services under false identity or pretext and will not use it to falsify your or any other person's identity.

You will use the Services lawfully and in good faith.

DISCLAIMERS

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. FOREFANS HAS ATTEMPTED TO MAKE THE SERVICES AND THE CONTENT AS TIMELY AND ACCURATE AS POSSIBLE, BUT BECAUSE ERRORS MAY OCCUR, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE FOREFANS PARTIES GIVE NO WARRANTY AND MAKE NO REPRESENTATION IN RELATION TO THE SERVICES OR THE CONTENT. THE FOREFANS PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY EXPRESS, IMPLIED, STATUTORY, THAT MAY BE IMPLIED BY THESE TERMS, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NON-DISRUPTION, SECURITY, ACCURACY, THE

USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE ON THE PART OF THE FOREFANS PARTIES RELATING TO THE SERVICE, THE CONTENT, USER CONTENT, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE FOREFANS PARTIES, AND ANY AGREEMENT WITH A THIRD-PARTY.

WITHOUT LIMITING THE FOREGOING, THE FOREFANS PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICES OR ON ANY WEBSITES OR APPS LINKED TO THE SERVICES IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICE, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS; THAT THE SERVICES WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY FOREFANS; THAT SERVICES ERRORS WILL BE CORRECTED; OR THAT THE SERVICES IS PCI COMPLIANT. THE FOREFANS PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD-PARTY, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOREFANS PARTIES TO THE EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY CLAIM LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO ANY OF THE FOREFANS PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE FOREFANS PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE SERVICE; (2) YOUR BREACH OF ANY OF THESE TERMS; (3) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER CONTENT CAUSED DAMAGE TO AN INDEMNIFIED PARTY OR A THIRD-PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE SERVICE; OR (6) ANY ACTIVITY USING YOUR EMAIL ADDRESS BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES

USING YOUR EMAIL ADDRESS. IF THE FOREFAN PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TERMS, THE FOREFANS PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO FOREFANS.

RELEASE AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THE FOREFANS PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM FOREFANS' NEGLIGENCE, (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (4) UNAUTHORIZED ACCESS TO OR USE OF THE FOREFANS PARTIES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (5) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE SERVICE; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD-PARTY, (8) USER CONTENT, THIRD-PARTY WEBSITES OR APPS; (9) ERRORS OR OMISSIONS IN ANY CONTENT; OR (10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE FOREFANS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT SHALL THE FOREFANS PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE SERVICES OR THIRD-PARTY PRODUCTS OR SERVICES, UNDER THESE TERMS OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE SERVICE, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLAIMS BASED ON NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL OR BUSINESS, EVEN IF THE FOREFANS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE FULLEST EXTENT PERMITTED BY LAW, FOREFANS' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICABLE ENTRY OR TRANSACTION GIVING RISE TO THE CLAIM

NATURE OF THE CHALLENGE – SKILL-BASED ACTIVITY

ForeFans offers a single skill-based promotional contest: the Hole-In-One Challenge (the “Game”). Any references to additional formats, events, or promotional variations relate solely to the manner in which the Game is administered and do not constitute separate games or alter the governing Official Rules.

Challenges may be offered as:

- (i) On-course challenges during normal play; or
- (ii) Scheduled pop-up events hosted at golf courses, driving ranges, simulator facilities, or other approved venues ("Pop-Up Events").

All Challenges are skill-based promotional contests. Outcomes are determined solely by the Participant’s golf skill and performance. No element of chance determines the outcome. The Challenges are not gambling, wagering, lotteries, or games of chance.

Participation entitles the Player only to the number of shots or attempts expressly purchased, with each Entry authorizing a single (1) stroke unless otherwise expressly permitted.

REGISTRATION; ENTRY INTEGRITY; VERIFICATION

To participate, including on-course or pop-up Game (Hole-In-One Challenge), you must complete the required registration process through the Services. Registration may include scanning a QR code provided at the participating venue and submitting requested information (“Application Data”), which may include, without limitation:

- i. your name and contact information;
- ii. payment and transaction details;
- iii. event, course, or venue identification;
- iv. device, location, timestamp, and participation data; and
- v. any additional information reasonably required to confirm eligibility, enforce these Terms, or verify Challenge compliance.

You agree not to misuse or manipulate QR codes, submit false or misleading information, attempt unauthorized or duplicate entries, or circumvent entry controls, verification procedures, or security measures.

ForeFans reserves the right to use reasonable technical, administrative, and operational measures, including, without limitation, geolocation data, timestamps, video review, distance measurement tools, automated systems, or manual review, to verify eligibility, participation integrity, and compliance with these Terms. All determinations shall be made using the ForeFans Verification System and shall be final and binding to the fullest extent permitted by applicable law.

Video and system data captured by ForeFans’ Verification System shall constitute the sole, exclusive, controlling, and conclusive evidence for all determinations, except in the event of a verified Technical Malfunction. ForeFans shall have no obligation to retain, preserve, or produce video footage or system data except as required by applicable law.

SHOT RECORDING, MEASUREMENT, VERIFICATION, AND FINALITY

All Challenge attempts are recorded and reviewed using ForeFans' procedures, which may include camera systems, sensors, spotters, range markings, simulator data, or other verification tools selected by ForeFans. Participants may not take practice or warm-up shots directed toward the target prior to an official attempt where such restriction is specified in the Official Rules. Violation may result in disqualification.

ALL VERIFICATION DETERMINATIONS MADE BY FOREFANS ARE FINAL AND BINDING TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

A valid attempt must:

- (i) Originate from the designated hitting location;
- (ii) Be taken during the authorized event window;
- (iii) Be recorded or measured in compliance with ForeFans procedures; and
- (iv) Comply with all posted rules and instructions.

ForeFans reserves the right to disqualify any participant for cheating, fraud, unsafe conduct, rule violations, misrepresentation, or any conduct that undermines the integrity of the Challenge or the Service.

PRIZES AND VERIFICATION

Prizes are awarded only upon verified successful completion of the applicable skill-based outcome. Verification may include on-site observation, video review, automated or AI-assisted analysis, distance measurement, and/or third-party confirmation, as determined by ForeFans. All prize determinations are final and binding to the fullest extent permitted by applicable law.

Prize types and amounts vary by Challenge and event format. Hole-In-One prizes are awarded only for valid, verified hole-in-one shots. Closest-to-the-Pin prizes are awarded to the Participant whose verified shot is closest to the designated target at the conclusion of the applicable event window. In the event of a tie, ForeFans may apply predetermined tiebreakers, conduct a playoff, split prizes, or use other methods disclosed in the applicable event rules.

As a strict condition precedent to any prize eligibility, a participant must notify ForeFans of any potentially winning shot within twelve (12) hours of occurrence using the ForeFans Platform or other method expressly designated by ForeFans. Failure to provide timely notice shall result in automatic disqualification. Additionally, a Participant may be required to: (i) provide valid government-issued identification; (ii) complete IRS Form W-9 or other required tax documentation; and (iii) execute a prize acceptance, release, and publicity agreement. All prizes are subject to identity verification and compliance review.

ForeFans may delay, withhold, or deny prize payment where it reasonably determines, in good faith, that:

- (i) these Terms or the Official Rules were not satisfied;
- (ii) a Technical Malfunction occurred;
- (iii) fraud, manipulation, or irregularity is suspected; or
- (iv) required documentation is incomplete or inaccurate.

In the event of a verified Technical Malfunction, ForeFans may, in its sole and reasonable discretion exercised in good faith, provide a replay opportunity, refund, credit, or other remedial action. No participant shall be entitled to any specific remedy unless expressly determined by ForeFans.

No rights relating to any Entry, Potentially Winning Shot, or Prize may be assigned or transferred. Any prize not claimed or required documentation not completed within the timeframe specified by ForeFans may be forfeited. Verification of any Potentially Winning Shot is a multi-step process that may include ForeFans' internal review and, where applicable,

independent confirmation by ForeFans' insurance provider or underwriting partner. No prize obligation arises unless and until all required stages of verification, including any required underwriter approval, have been fully completed.

All federal, state, and local taxes, reporting obligations, and required filings related to any prize are the sole responsibility of the prize recipient.

ASSUMPTION OF RISK

Golf activities, including driving range use, simulator play, and on-course play, involve inherent risks. By participating in any Challenge or Pop-Up Event, you knowingly and voluntarily assume all risks, including but not limited to:

- (i) Being struck by golf balls, clubs, or equipment;
- (ii) Errant shots leaving designated areas;
- (iii) Slips, falls, uneven surfaces, or weather conditions;
- (iv) Equipment malfunction or simulator error;
- (v) Actions or negligence of other participants or spectators.

You assume these risks regardless of venue type.

PRIVACY AND COMMUNICATIONS

Your use of the Service is subject to the Privacy Policy. You consent to receive transactional, administrative, and promotional communications from ForeFans as permitted by law. You authorize ForeFans, inclusive of its agents, affiliates and independent contractors, to contact you at the email address or telephone number that you have provided to ForeFans for advertisement, telemarketing, solicitation or other purposes.

You also agree that all information you provide to register with the Service is governed by our Privacy Policy, and you consent to all actions ForeFans takes with respect to your information consistent with its Privacy Policy. Where it is permitted by law, ForeFans may rely on implied consent.

By providing your telephone number, you consent to receive transactional and marketing communications from ForeFans via SMS, MMS, or similar technologies, including messages sent using automated systems. Consent is not a condition of purchase. Message frequency may vary and data rates may apply. You may opt out at any time by replying "STOP."

DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER

PLEASE READ CAREFULLY.

SUBJECT TO THE PROCESS AND LIMITED EXCEPTIONS SET OUT BELOW, YOU AND FOREFANS EACH AGREE TO SUBMIT TO CONFIDENTIAL, BINDING ARBITRATION IN THE CITY OF, WEST PALM BEACH, FLORIDA, USA FOR ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO: (I) THESE TERMS, (II) YOUR ACCESS TO, OR USE OR RECEIPT OF THE SERVICES OR ANY PRODUCTS, SERVICES, OR INFORMATION SOLD, PURCHASED, OR THAT YOU RECEIVE THROUGH OUR SERVICES; OR (III) ANY OTHER SERVICES OR PRODUCTS PROVIDED, MANAGED, OPERATED, SERVICED, OR FULFILLED BY FOREFANS, IN EACH CASE, REGARDLESS WHEN THAT DISPUTE, CLAIM OR CONTROVERSY AROSE, AND REGARDLESS OF THE RELEVANT LEGAL THEORY ("DISPUTE").

Before commencing arbitration, the party asserting a Claim must first provide written notice by sending an email to support@forefansgolf.com and engage in a good-faith effort to resolve the

dispute informally for at least thirty (30) days, which is a condition precedent to arbitration and tolls any applicable statute of limitations. The arbitration shall be conducted pursuant to the American Arbitration Association's Commercial Arbitration Rules. The arbitrator's award shall be final, confidential, and binding, and may be entered as a judgment in any court of competent jurisdiction.

YOU AND FOREFANS AGREE THAT ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. You expressly waive the right to a trial by jury and to participate in any class, collective, representative, or private attorney general action or proceeding. The arbitrator shall have no authority to conduct or award relief on a class or representative basis. Claims filed in small claims court and claims seeking injunctive relief to protect intellectual property rights are not subject to arbitration. To the extent any Claim is not subject to arbitration, it shall be governed by Florida law, and exclusive venue and jurisdiction shall lie in the state or federal courts located in Broward or West Palm Beach County, Florida. If the class action waiver is found unenforceable, this entire arbitration provision shall be null and void; otherwise, the remaining provisions shall survive.

NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of ForeFans and users only and confers no rights on any third party.

ASSIGNMENT

These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with ForeFans' prior written consent, but may be assigned by ForeFans without restriction and without notice to you.

SURVIVAL

All provisions which by their nature should survive termination shall survive, including limitation of liability, release, dispute resolution, and intellectual property provisions.

INSURANCE

ForeFans may choose to maintain commercially reasonable insurance coverage customary for promotional sporting events of a similar nature. Nothing herein shall be construed as limiting any release, waiver, or limitation of liability set forth in this Agreement, and no insurance maintained by ForeFans shall be deemed to create any additional rights in favor of any participant.

FORCE MAJEURE

ForeFans shall not be liable for any delay, suspension, modification, or cancellation of the Challenge or the Service due to events beyond its reasonable control, including without limitation acts of God, weather conditions (including lightning, rain, wind, heat, or other unsafe playing conditions), natural disasters, fire, flood, governmental orders, labor disputes, power or network failures, equipment malfunction, course conditions, or safety concerns (each, a "Force Majeure Event"). In the event of a Force Majeure Event, ForeFans may, in its sole and reasonable discretion exercised in good faith, reschedule, modify, suspend, or cancel the Challenge with remedies, if any, determined by ForeFans in its sole and reasonable discretion exercised in good faith, which may include rescheduling, credit, or refund where appropriate.

MISCELLANEOUS

Under no circumstances will ForeFans be held liable for any delay or failure in performance due in whole or in part to causes beyond its reasonable control. Failure by ForeFans to enforce any provision shall not constitute a waiver of that provision or any other provision.

If any provision of this Agreement is found to be unlawful or unenforceable, that provision shall be deemed severable and shall not affect the enforceability of the remaining provisions.

The failure of ForeFans to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

ForeFans may assign its rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. Users may not assign their rights or obligations without ForeFans' prior written consent.

Headings are for convenience only and do not affect interpretation. The word "including" means "including without limitation." The word "or" is inclusive. Any reference to a statute includes amendments and successor provisions. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

You acknowledge that you are not relying on any representations, statements, or promises other than those expressly set forth in these Terms and the Official Rules. These Terms, together with the Official Rules and Privacy Policy, constitute the entire agreement between you and ForeFans regarding the Services and the Game.

ForeFans is committed to providing a website and services that are accessible to all users. For more information regarding our accessibility efforts or to report an issue, please refer to our Accessibility Statement available on our website.

NOTICE

If User has questions or comments about the Service or this Agreement, please contact us at:

ForeFans Golf, LLC

2100 SW 16th Terrace, Ft. Lauderdale, FL 33315

support@forefansgolf.com

305-834-9340