

Walsh College 2009 Golf Outing Hole-in-One Contest Official Rules

Who is eligible to participate: To be eligible as a participant in the Walsh College 2009 Golf Outing Hole-in-One Contest ("Contest"), you must: 1) be a legal resident of the 50 United States or the District of Columbia and Canada (excluding Quebec); 2) be enrolled in the 2009 WCAA Golf Outing; 3) be 18 years of age or older or Canadian residents over the age of majority in their province or territory of residence, as of August 21, 2009; 4) be present at the WCAA Golf Outing event on Friday, August 21, 2009; 5) be an amateur golfer and not a professional golfer as those terms are defined by the United States Golf Association (USGA); and 6) not be an employee, officer, or director (including immediate family members and members of the same household) of Walsh College ("Sponsor") or Fox Hills Golf and Banquet Center.

How to participate: Upon verification of eligibility, each participant will be given one shot to hit the hole-in-one from a tee location designated by Fox Hills Golf and Banquet Center into a designated hole. Only one shot defined as a "stroke" by the USGA Rules of Golf taken by an authorized participant is permitted. No practice shots shall be allowed from the teeing ground. All male golfers will hit their strokes from a distance of 160 yards and female golfers will hit their strokes from a distance of 145 yards. If the actual yardage of a hole-in-one is less than the yardages stated above, Sponsor shall have no obligation to award the prize. To be eligible, the participant's entire golf ball must drop completely into the hole after the participant takes one stroke. A TPI and/or Fox Hills representative, whose decisions are final and binding in all respects, will be on hand to monitor all activity and to verify whether a hole-in-one has been made. Participants will be required to sign a Liability Release prior to participating in the hole-in-one shot. By participating, participants agree to be bound by all the Official Rules of this Contest. The Contest may be delayed or suspended to provide each participant with a reasonably fair opportunity to participate in the Contest, which would include (without limitation) conditions arising due to inclement weather, vandalism, interference, Acts of God, force majeure, actions of federal, state or local law enforcement or agencies, or other conditions beyond the Sponsor's reasonable control.

Prizes: Grand Prize: \$10,000 cash. **Bonus Prizes (one per designated hole): Bonus Prize One (1):** A two-night golf trip to Crystal Mountain Resort and Spa in Thompsonville, MI for the winner and one guest; includes golf and two (2) nights lodging at the Resort. ARV of Bonus Prize 1: \$500. Winner and his or her travel companion(s) must be willing and able to travel on dates specified by Sponsor. All travel arrangements must be made through Sponsor, and blackout dates and restrictions may apply. All meals, beverages, gratuities, service charges, sales tax, other taxes, and other expenses not specified are the responsibility of the winner. **Bonus Prize Two (2):** Taylor Made RAC Irons, 3 through 9. ARV of Bonus Prize 2: \$500. **Bonus Prize Three (3):** A two-night golf trip to (NAME OF RESORT) Resort in Hilton Head, SC for the winner, one adult guest, and two minor guests; includes golf and two (2) nights lodging at the Resort. ARV of Bonus Prize 3: \$500. Winner and his or her travel companion(s) must be willing and able to travel on dates specified by Sponsor. All travel arrangements must be made through Sponsor, and blackout dates and restrictions may apply. All meals, beverages, gratuities, service charges, sales tax, other taxes, and other expenses not specified are the responsibility of the winner.

Prizes are non-transferable and no cash redemption or substitution will be allowed, except at Sponsor's sole discretion. Prize details and availability are subject to change, in which case a prize of equal or greater value will be substituted at Sponsor's sole discretion. All

federal, state and local taxes are the responsibility of the winner and his or her guest. Sponsor reserves the right to request additional information or to verify identity or other applicable information about a potential winner before awarding a prize. This contest is subject to all Federal, Provincial, State and Municipal laws.

Conditions: The potential winners will be required to complete and return an affidavit of eligibility, liability, and publicity release (where legally permitted) prior to claiming any prize. Except for Tennessee residents, participation in the Contest or acceptance of prize also constitutes permission to use Participant's name, biographical information and/or likeness for Sponsor's promotional and/or advertising purposes without notice or compensation. Winner's guest (or their parent or legal guardian, if guest is a minor) must also complete and return a liability and, where legal, advertising/publicity release, and all minor guests must be accompanied on the trip by their parent or legal guardian. In the event of noncompliance with these Official Rules, Contest opportunity and/or prize will be forfeited. Sponsor reserves the right at its sole discretion to disqualify any Participant who tampers or attempts to tamper with the Contest process or the operation of the Contest, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Disclaimers and Waivers: Participants assume all liability for any injuries or damages caused or claimed to be caused by his or her participation in the Contest and/or any travel related thereto and/or the acceptance and/or use of any prize. Participants release the Sponsor, their affiliates, subsidiaries, agents, representatives, heirs and assigns, advertising and promotion agencies and each of their respective officers, directors and employees (the "Released Parties") from any such liability. The Released Parties assume no responsibility for human or other error which may occur in the processing of entries for the Contest. The prize and all elements thereof are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement to the extent allowed by law. As a condition of participating in the Contest, the Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action.

Winner's List: To receive a winner's list, send a stamped, self-addressed envelope before 12/31/09 to: WCAA 2009 Hole-in-One Winner's List Request, Attn: Rebecca Geisler, 3838 Livernois Road, PO Box 7006, Troy, MI 48007-7006.

Sponsor: Walsh College Alumni Association, 3838 Livernois Road, PO Box 7006, Troy, MI 48007-7006.