



## **PROMOTIONAL PRIZE REIMBURSEMENT CONTRACT**

Contract #: 700672

Contract Date: September 21, 2023

Client Name: Operation Parent, Inc.

Attn: Tara Oliver

Mailing Address: 209 South 1st Ave., LaGrange, KY 40031

Phone Number: [REDACTED]

Email Address: tara@operationparent.org

Type of Promotion: Lucky Number Match - Helicopter Drop

Promotion Date(s): 10/09/2023

Number of Guesses: 10

Maximum Prize Limit: \$15,000.00 Cash

Maximum Aggregate Prize Limit: \$15,000.00 Cash (Max. of 1 payout only)

Promotion Location: Oxmoor Country Club - Louisville, KY

**PLEASE READ ALL CONTRACT TERMS & CONDITIONS CAREFULLY. THE CONTRACT WILL BE VOIDED IF IT IS NOT PROPERLY SIGNED OR ITS TERMS ARE NOT COMPLIED WITH.**

1. This Contract is issued to the above-named Client for the sole benefit of said Client by Interactive Promotions Group (IP Group) for the exclusive purpose of prize fulfillment for the Promotion and under the Contract terms and conditions contained herein. Payment(s) pursuant to this contract is for the reimbursement of prizes payable by the Client(s) in the Promotion. IP Group's liability is limited to the amount payable to the Winner(s) of the Contest, **provided that such Winner(s) and Client(s) have complied with the Terms and Conditions** of this Contract and the Promotion rules.
2. **This signed Contract and valid payment must be received by IP Group TWO BUSINESS DAYS PRIOR to the start of the promotion.** IP Group is not obligated to reimburse the Client for a prize absent a signed Contract and/or timely and valid payment. Insurance Agents act exclusively on behalf of the Client(s) and not on behalf of IP Group.
3. Exhibit A, the terms and conditions of this agreement shall remain in effect in their entirety during the term of the Contract.
4. In the event that the actual conditions of the Promotion are materially different from those represented by the Client, **this Contract shall be null and void and any prize coverage fees forfeited** unless such changes are made with the express written consent of IP Group prior to the commencement of the promotion. The Client agrees to prepare and post official promotion rules, which must reflect the terms and conditions of this Contract including but not limited to IP Group's right to use the Winner(s) name and likeness for promotional purposes without further notice or compensation.
5. IP Group is not a party to, or involved in, the conduct or implementation of the Promotion. **Client agrees to protect, indemnify and hold harmless IP Group from any and all claims made due to the conduct or implementation of the Promotion, which in any way is inconsistent with the terms and conditions of this Contract or is contrary to any state statutes or regulations. This indemnification provision includes all reasonable attorneys' fees as well as the amount of settlement or judgment that arises out of any claim.** This Contract contains no provisions for prize fulfillment which may arise from any causes other than for reimbursement of the specified prize value.
6. All copyright, trademark, and other property rights currently owned by the Client or IP Group shall remain the property of said owner with each party to the contract giving due respect and notice to such ownership, and each party to the contract retaining all legal rights and enforcement powers inherent in the ownership of said intellectual property.
7. The aggregate liability of IP Group shall be limited to the sums payable under the terms contained herein.
8. This Contract, including exhibits and attachments, represents the entire final agreement between the Client and IP Group and supersedes any prior agreements either oral or written. Any modifications hereto must be in writing and signed by both parties.

## **Exhibit "A" - Contract Terms and Conditions**

**Contract #:700672**

Contingent upon full compliance with these Contract Terms and Conditions, Interactive Promotions Group (IP Group) hereby agrees to reimburse the Client named on the Contract up to the specified maximum prize value if an eligible contestant successfully completes the said Promotion on the date(s) and at the location specified. The rights and obligations of the parties to the Contract are exclusive to the contracting parties, **may not be assigned, transferred, or delegated**, and are not intended to create any third-party beneficiary rights for any contestant in the promotion.

### **Contestant Notification & Selection:**

1. Contestant(s) for this event will be **randomly selected** either from those in attendance at the event **or as pre-approved by IP Group**.
2. No contestant may submit more than five (5) entries during the promotion period.
3. Current or former employees, family members, agents, successors or assignees of the Client or any promotional agency involved with this promotion shall be **INELIGIBLE** to participate.

### **Witnesses & Rule Posting:**

4. Two Client representatives or officials shall serve as witnesses and shall supervise the event. The Client representatives are responsible for the contestants understanding of the terms and conditions of this promotion.
5. It is the responsibility of the contest supervisor to insure that all guesses are correctly entered into the secure website. IP Group will not be responsible for any entry that is incorrectly entered into the secure website. If a winning entry was for any reason not entered correctly into the secure website, the client will assume all liability and IP Group will not be responsible for paying any claim.

### **Application/Master Envelope:**

6. The Client will be provided a secure website address containing the pre-programmed number match mechanism from IP Group. This secure website must be used for this contest. No other website, safe or lock may be used under any circumstances. The winning number may not be altered or changed at any time during the promotion. The secure website may not be tampered with or altered in any way.
7. **Under no circumstances will any party other than IP Group have knowledge of the official winning number combination.** The pre-selected winning number will be placed in a sealed master envelope and provided to the client contest supervisor at least two (2) days prior to the beginning of the event. The secure website provided by IP Group will be calibrated to the predetermined grand prize winning number combination contained in the sealed master envelope.
8. Releasing the winning combination in any manner prior to the conclusion of this contest will result in a claim denial. **Nothing may be done to enhance a contestant's normal chances of winning this contest.**
9. The secure website login information is as follows:



10. **The secure website may not be tampered with or altered in any way.** Any problems with the secure website should be immediately reported to IP Group at 888-882-5140.
11. It is the client's responsibility to provide the necessary internet connection for the Lucky Number Match online game. IP Group is not responsible for any lag or break in game play that is a direct result of Wi-Fi or any other internet connectivity issues.

12. The provided website address and login information must be kept in a secure location by the client during the length of this promotion to prevent any additional number combination guesses from being entered into the secure website. No employee, sponsor, or contestant may have access to the website at any time other than during the contest attempts by the official contestants.

### **Contest:**

13. For the purpose of this contest, contestant(s) will be given an opportunity to match exactly a predetermined number which has been pre-programmed into the secure website provided by IP Group. The grand prize will be awarded to a contestant **who matches exactly the predetermined winning number combination which is on file at IP Group (see item 7).**
14. **There may be no more than 10 total guess(es), which are eligible for this contest under any circumstance.**
15. The schedule of prize awards is as follows: The maximum aggregate prize limit is \$15,000.00.
16. IP Group will cover a maximum of one (1) prize only. If there is more than one valid winner, it will be at the Client's discretion as to how to award the prize.
17. **The following procedure will take place during the execution of the promotion:**

**a. HELICOPTER DROP** - The Client will release 1,000 balls from a helicopter at the Promotion Location, sequentially number from 0001 to 1000. The closest 10 balls to the target will be the chosen contestant(s). When the lucky ball(s) has been selected, the Client will login to

b. There may be a maximum total of 10 submissions entered into the secure website on 10/09/2023. Entering any more than the insured number of submissions or entering additional number guesses at any other time other than the contest dates specified by this contract will invalidate this contract and no claim will be acknowledged.

18. In order for there to be a winning attempt, the Client must enter the pre-determined winning number into the secure website and receive the "Congratulations! You Win!" results page.

19. In the event of a grand prize claim, client will be required to forward the contestant's name, address, phone number, identification and the winning number entered by the contestant. The number entered by the contestant must match exactly with the pre-determined winning number provided by IP Group for this contest. If the winning number entered by the contestant does not match the pre-determined winning number provided by IP Group, no claim will be acknowledged for this event. IP Group is not responsible for a malfunction of the website or any non-winning combination entry that results in the "Congratulations! You Win!" results page.

**20. It is imperative that the sealed master envelope containing the winning number combination be kept in a secured location until directions are given by IP Group representative.** In the event that a guess that correctly matches the winning number results in the website displaying the "Congratulations! You Win!" results page, the envelope must be returned to IP Group and must be received in its original sealed, unmolested condition. The envelope will be examined thoroughly by IP Group upon receipt. The envelope seal may not be broken in any manner, nor may there be any tears, creases, or other marks visible on the envelope. Any signs of tampering on the sealed master envelope will result in an immediate claim denial.

21. In the event that the contestant has not matched the pre-determined winning number at any time during the promotion dates, the pre-determined winning number may be released by opening the provided sealed master envelope. Once the sealed master envelope is opened and the pre-determined winning number has been released there will be no further opportunities for a claim for this event.

**22. Once the sealed master envelope has been opened, irrespective of the reason, no claims shall be acknowledged for this event.**

#### **Claims:**

23. Claims notification: Immediate telephone and written notification by Client to IP Group at (888) 882-5140 and [info@interactivepromotions.com](mailto:info@interactivepromotions.com) must be reported no later than the close of business on the first business day after the promotion

24. Any winning contestant will be required to produce sufficient identification. No family member, friend or any other person will be allowed to accept prize for winning contestant.

**25. Failure to adhere to any of the terms and conditions outlined herein will result in a claim denial.** A winner is liable for any tax consequences resulting from their acceptance of any prize associated with this contest.

26. Proof of Claim: The following documentation will be furnished to IP Group as proof of a prize claim (IP Group will furnish forms): Affidavits of the two Promotion Officials and Affidavit of the Winner.

27. Investigation: Upon receipt of Proof of Claim, IP Group may conduct a reasonable investigation, including but not limited to requiring the Client to produce the Winner, and/or the Promotion Officials for polygraphic examination as a condition to payment of the claim if, in the sole opinion of IP Group, such an examination is warranted by the facts.

**28. Choice of Law, Disputed Claims, Venue, and Attorney's Fees: Any and all disputes between the Client and IP Group or its underwriters shall be governed by the laws of the State of Pennsylvania, without regard to its conflict of laws, and submitted to binding arbitration in accordance with the rules of the American Arbitration Association and pursuant to the provisions of the Pennsylvania Uniform Arbitration Act. The venue for such arbitration shall be in Delaware County, Pennsylvania.** The Client agrees to pay all expenses associated with any such Arbitration. In the event IP Group or its underwriters prevails at Arbitration, Client agrees to pay IP Group and its underwriters all reasonable attorney's fees. The Client acknowledges responsibility to make contestant(s) aware of the requirement.

#### **Changes/Cancellations:**

**29. Any changes in specific promotion rules or data, such as promotion dates, location, number of contestants, prize values, etc. require written notification and approval of IP Group one business day prior to the start of the event.** All changes are required in writing via email ([changes@interactivepromotions.com](mailto:changes@interactivepromotions.com)). Any contract fee adjustments will be billed to the Client after the event.

30. If the promotion is canceled due to a force majeure or for any other reason, which prevents the conducting of the event, assuming no attempts to win the prize were initiated, a full refund will be made less a cancellation fee of \$150.00. IP Group must be notified of any such event cancellation within one business day after the scheduled event date.