

SCA PROMOTIONS, INC.
CONTINGENT PRIZE CONTRACT #91978

SPONSOR:	ESP Specialty Insurance
SPONSOR ADDRESS:	5 Burlington Woods Drive, Suite 100 Burlington, MA 01803
EFFECTIVE DATES:	October 9, 2022
TYPE OF PROMOTION:	Fishing: Rhode Island State Record
NAME OF PROMOTION:	RI Tog Classic NorthCoast Boat Challenge
NUMBER OF ANGLERS:	500
MAXIMUM OCCURRENCE LIABILITY:	\$35,000
MAXIMUM AGGREGATE LIABILITY:	\$35,000
LOCATION OF PROMOTION:	Those waters off Rhode Island
CONTRACT FEE:	See Invoice attached hereto and hereby incorporated
DATE ISSUED:	August 22, 2022
SPONSOR CONTACT:	Clayton Marsh
SCA CONTACT:	Max Rhodes Markie Ishmael
SCA TELEPHONE:	(214) 860-3700 FAX (214) 860-3448

- This contract is issued for the sole benefit of Sponsor by SCA Promotions, Inc. ("SCA"), 3030 Lyndon B. Johnson Frwy., Suite 300, Dallas, Texas 75234. **THIS IS NOT AN INSURANCE POLICY AND SCA IS NOT AN INSURANCE COMPANY. PERFORMANCE UNDER THIS CONTRACT IS NOT COVERED BY ANY STATE GUARANTY ASSOCIATION.** SCA's liability is limited to the actual cost of the contingent prize(s) described in this contract and payable by Sponsor to the verified winner(s) of the promotion described in Exhibit A ("Promotion"). Compliance by Sponsor and all verified winner(s) with the applicable terms of this contract and the official rules of the Promotion promulgated by Sponsor ("Sponsor's Official Promotion Rules") is a condition precedent to SCA's duty to pay the contingent prize(s) scheduled in this contract. SCA has no obligation under this contract unless the Contract Fee is received by SCA prior to commencement of the Promotion as set forth in the official rules. Unless otherwise specified herein, the fee(s) payable to SCA hereunder are non-refundable and are fully earned on the specified due date.
- Exhibits: Please see applicable exhibits for detailed specifications on each Product/Service provided for under this contract.**
Exhibit A – Terms & Conditions applicable to award prize winning events attached hereto is an integral part of this contract. SCA's liability is triggered by events scheduled and defined in Exhibit A.
Exhibit B – Winner's Affidavit & Release and Contest Official's Affidavit. In the event a winner is claimed, this form must be completed and signed by the claimed winner and contest officials and submitted to SCA for claim verification along with a copy of a government issued identification card containing a photo of the claimed winner. By executing this form, the contest officials acknowledge their responsibility to conduct the Promotion according to the terms and conditions of this contract. All required signatures must be present and valid for consideration of prize payment. Each winner, if any, is responsible for paying any and all taxes on any prize(s) won and must authorize the deduction of such taxes, if any, from the prize(s) to the extent required by law.
Exhibit C – Witnesses' Affidavit.
- Official Promotion Rules:** The parties hereto acknowledge that Sponsor must prepare and post Sponsor's Official Promotion Rules which must be readily available to all potential contestants and must reflect the terms and conditions of this contract, including specifically the following terms:
 - Employees, agents, successors, and assignees of Sponsor, its advertising agencies and promotional companies involved in this Promotion, as well as family and household members of same, shall be ineligible to participate in the Promotion and shall be ineligible for any prize covered herein.
 - Names and likenesses of Promotion winner(s) may be used by Sponsor and Sponsor's designee(s) for promotional purposes without further compensation to Sponsor or the Promotion winner(s).
Where Sponsor's Official Promotion Rules conflict in any way with the terms of this contract, the conflict shall be resolved according to the terms in this contract. Sponsor is responsible for any and all prizes payable under the terms of Sponsor's Official Promotion Rules which are not in compliance with or payable under the terms of this contract. Sponsor warrants that Sponsor's Official Promotion Rules comply with federal, state and local laws and regulations.

4. Conditions:

- a. If the actual conditions of the Promotion differ in any material way from those stipulated in this contract or amendments thereto, SCA incurs no liability unless such changes have been approved in writing by SCA prior to commencement of the Promotion.
- b. SCA is not a party to or involved in the conduct of the Promotion and its name shall not be used by Sponsor in conjunction with the Promotion without prior written permission. Sponsor agrees to indemnify SCA for any claims initiated as a result of Sponsor's implementation or conduct of the Promotion.
- c. Unless otherwise stated herein, all claims for payment of prize awards must be reported to SCA, within three (3) normal business days of a potential winning event.
- d. All copyright, trademark and other intellectual property rights currently owned or created by the Sponsor or SCA shall remain the property of the respective owner or creator. SCA is a designee of Sponsor for purposes of paragraph 3.b. above. Sponsor's use of the Promotion Name/Type above shall inure to the benefit of SCA. In addition to SCA's rights pursuant to 3.b. above, SCA further reserves the right to use the Promotion, the Promotion Name and/or images or descriptions of said Promotion in its promotional marketing materials without any compensation to any party involved in the Promotion.
- e. Unless otherwise specified herein, any prize liability, incentive bonus, risk of excess redemption or performance award for which Sponsor has contracted with SCA hereunder shall not be indemnified, guaranteed or insured by any other entity.
- f. This contract shall be governed by and construed under the laws of the state of Texas without regards to any conflicts of laws principles. Sponsor agrees that any dispute arising under this contract shall be resolved by binding arbitration pursuant to the commercial rules of JAMS. The site of such arbitration shall be Dallas, Texas. The prevailing party in any action to resolve a dispute hereunder shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in such action. A party shall be deemed the prevailing party in any such action if (i) the net judgment or arbitration award in favor of such party is greater than an amount offered to it in a written offer of settlement prior to such award, or (ii) the net judgment or arbitration award against such party is less than an amount it offered to the other party in a written settlement offer prior to such award. An action to resolve a dispute hereunder shall include any action under the binding arbitration provision of this contract or any action in a court of law. In the event of the dismissal of an action without settlement, the defendant shall be deemed the prevailing party with respect to such action.
- g. This contract, including exhibits and attachments, represents the entire final agreement between Sponsor and SCA, and supersedes any prior agreement, oral or written. Any modification hereto must be in writing and signed by the parties. Sponsor shall maintain the confidentiality of this contract. If any provision(s) of this contract is unenforceable or waived in writing by SCA, all other provisions remain in full force and effect.

SCA Promotions, Inc.

DocuSigned by:
 Signature: Chris Hamman
F833C8D8B0554D1...
 Name: Chris Hamman
 Title: Vice President
 Date: 8/25/2022

ESP Specialty Insurance

DocuSigned by:
 Signature: Clayton Marsh
324F672356FB4A6...
 Name: Clayton Marsh
 Title: Sales Manager
 Date: 8/24/2022

EXHIBIT A
Terms & Conditions**1. SPONSOR'S PRECONTRACT DUTIES:**

- a. SCA's Contingent Prize Contract and Exhibit A – Terms & Conditions, signed and returned to SCA; and
- b. Payment of contract fee to SCA.

2. SPONSOR'S OBLIGATIONS AND SCA'S REQUIREMENTS FOR PRIZE PAYMENT:**a. DEFINITIONS:**

- i. "Eligible Location" shall mean those waters off Rhode Island eligible for All-Tackle Rhode Island State Record consideration; and
- ii. "Eligible Species" shall refer to tautog as recognized by the IGFA; and
- iii. "IGFA" shall mean the International Game Fishing Association; and
- iv. "Tournament" shall mean the RI Tog Classic NorthCoast Boat Challenge to be held on October 9, 2022, and in which no more than five hundred (500) anglers may participate; and
- v. "Tournament Participant" shall mean a person officially entered in the Tournament.

b. If:

- i. a specimen of an Eligible Species is caught by a Tournament Participant during the Tournament dates and times in accordance with all state, federal rules and IGFA; and if
- ii. the largest specimen of that Eligible Species caught during the Tournament establishes a new "All-Tackle Rhode Island State Record", as certified by the applicable governing bodies that establish and certify said record; and if
- iii. Sponsor and Tournament Participant have complied with the terms and conditions of this contract and Sponsor's Official Promotion Rules then SCA will pay Sponsor the prize amount scheduled in the Schedule of Available Prizes below, subject to the Maximum Aggregate Liability and verification by SCA.

c. In order to be eligible for a prize, the "All Tackle Rhode Island State Record" fish must be caught in the manner prescribed by the IGFA international angling rules. Any variance in this condition must be with the express **written** consent of SCA prior to the start of the Promotion.

d. All Tournament waters (i.e., the Eligible Location) must have been open to the public for fishing for at least one (1) year immediately prior to the Tournament, and must have an existing certified Rhode Island state record for the Eligible Species recognized by the appropriate state record keeping authority for the Eligible Species.

e. Requisite Qualifications for Prize Award:

- i. The Eligible Species must be eligible for and establish a new **official All-Tackle Rhode Island State Record** weight for the specified Eligible Species.
- ii. The Eligible Species must be caught by a Tournament Participant during the Tournament dates and times.
- iii. The Eligible Species must **ultimately** be **certified** as the **official All-Tackle Rhode Island State Record for the Eligible Species**, and SCA must receive verification of said certification from the **Rhode Island state record keeping authority**.
- iv. All certification requirements will be the exclusive responsibility of the claimant, and must be completed within a reasonable period of time, but not to exceed ninety (90) days from the end of the Tournament unless agreed to in writing by SCA.
- v. If there is a potential winner, Exhibit B must be completed in its entirety and mailed in a timely manner to SCA, but not to exceed sixty (60) days from the end of the Tournament unless agreed to in writing by SCA.
- vi. Any winner, regardless of issue, must submit to and pass, in a conclusive manner, a polygraph examination administered by a licensed polygraphist provided by the Sponsor as a condition precedent to prize payment consideration.

f. The total number of Tournament Participants in the Tournament shall not exceed: 500. **Post Event Billing: SCA will cover the first 550 Tournament Participants under this contract as billed. At the 551st Tournament Participant, SCA will implement a 'post event billing' of \$3.00 per Tournament Participant over 550.** All Tournament Participants must be pre-registered.

g. After receipt of completed and signed claim documentation, SCA or an SCA-designated independent judging organization may conduct an investigation including, but not limited to, requiring the Sponsor to provide access to the winner, witness(es), and/or contest officials to submit to and pass in a conclusive manner polygraph examinations as a condition precedent to prize payment claim consideration if, in SCA's sole opinion, such action is warranted. If required, all polygraph exams must be submitted to SCA within sixty (60) days of the conclusion of the Tournament or the claim for prize payment under this contract is void.

h. **Force Majeure:** If the Tournament is canceled due to a force majeure preventing the conducting of the Tournament, assuming no attempts to win the prize were initiated, this contract will be amended to a rescheduled date without additional charges. Notification to SCA is required in writing within seventy-two (72) hours of official declaration of cancellation for refund consideration. Any rescheduled Tournament must be rescheduled to take place within ninety (90) days of original Tournament commencement date.

i. Failure to comply with or disregard of any of the terms and conditions of this contract shall relieve SCA of any and all liability hereunder.

3. SCHEDULE OF AVAILABLE PRIZES:

Per Occurrence Single Limit Liability: \$35,000

SCA's Maximum Aggregate Liability is limited to \$35,000. Any and all liability for payment of prize amounts not payable under the terms of this contract or otherwise in excess of the limits set forth herein or the Maximum Aggregate Liability shall revert to Sponsor. In no event shall SCA's liability exceed the Maximum Aggregate Liability specified herein.

I have read the terms and conditions for this contract and agree to abide by each item contained herein.

Signature: Clayton MarshClayton Marsh

(Sponsor Representative)

Title: Sales ManagerDate: 8/24/2022

EXHIBIT B
Winner's Affidavit & Release
(To Be Completed **Only** in the Event of a Winner)

I certify that the fish described below was hooked and played by myself, without assistance from anyone, and that it was caught in a sportsmanlike manner in accordance with any and all state and federal regulations (including IGFA international angling rules). I further state that during the Tournament, I complied with all the rules and regulations of the Tournament. I am not a current or former employee of the Sponsor, any promotional or advertising agency involved with this promotion; nor am I an agent or household or family member of any of the above. I fully understand that any misrepresentation, whether intentional or unintentional, or non-compliance in whole or part with any of the stated rules shall be sufficient cause to forfeit any prize awarded by the Sponsor. I agree to allow the Sponsor and Sponsor's designee to use my name and likeness for any and all promotional purposes without further compensation to me. I further agree to submit to and pass in a conclusive manner any investigative procedures deemed appropriate (including, but not limited to, a polygraph examination) by SCA or an SCA designated independent judging organization.

Tournament Name: _____ Date: _____

Species: _____ Weight: _____ (lbs.) _____ (oz.) or (1/100 lbs.)

Length (mm) Fork: _____ Total: _____ Girth: _____

Date Caught: _____ Time Caught: _____

Name: _____

Government Issued ID Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Make of Reel: _____ Type: _____ Model: _____

Make of Line: _____ Line Class (lbs.): _____

Lure or Bait: _____ Angling Method: _____

Name of Boat: _____

Boatman, Captain, or Guide: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Signature: _____ Date: _____

Please provide a photocopy of a government issued form of identification.

EXHIBIT C
Witnesses' Affidavit
(Page 1 of 2)

Witness(es) to Catch

Witness #1 – Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Signature: _____ **Date:** _____

Witness #2 – Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Signature: _____ **Date:** _____

Weighmaster

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Date Scales Were Last Certified: _____ Cert #: _____

Signature: _____ **Date:** _____

EXHIBIT C
Witnesses' Affidavit
(Page 2 of 2)

Non-Biased Witness to Weighing *(Captain, Crew, and Angling Party May Not Sign):*

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Certifying Biologist: _____

Headquarters: _____

Type of Scales: Digital Spring Capacity of Scales: _____ (Lbs.)

Measured In: Lbs. and Oz. Lbs. and 1/100 Lbs. Lbs. and 5/100 Lbs. Other: _____

Signature: _____ **Date:** _____

Tournament Official

Name: _____

Telephone: _____ E-mail: _____

I certify that the above information is correct and that the contest was conducted in accordance with the terms and conditions as outlined in Contract #91978 covering this contest. I am also aware of and willing to participate in full in an investigation (if deemed necessary by the sole opinion of SCA or an SCA designated independent judging organization which could include, but is not limited to, requiring the Sponsor to provide access to the: Winner; Witness; Contest Officials for polygraph examinations.

Signature: _____ **Date:** _____