

**SCA PROMOTIONS, INC.**  
**CONTINGENT PRIZE INDEMNIFICATION CONTRACT #31640**

SPONSOR NAME:  
SPONSOR ADDRESS:

P.O. Box 5035  
Boca Raton, FL 33431-0835  
Orlando, Miami and PonteVerdra Beach, FL

LOCATION OF PROMOTION:  
INTERMEDIARY:  
INTERMEDIARY ADDRESS:

1  
Montgomery Village, MD 20886

TYPE OF PROMOTION:  
DATE(S) OF PROMOTION:  
CONTRACT FEE:

PGA Golfer Incentive  
March 1 – March 25, 2001  
See Invoice

1. This contract is issued for the sole benefit of the Sponsor by SCA Promotions, Inc. ("SCA"), 8300 Douglas Avenue, Suite 625, Dallas, Texas 75225. This is not an insurance policy and SCA is not an insurance company. SCA's liability is limited to the actual cost to Sponsor of the performance award(s) scheduled under this contract ("Performance Award(s)") and payable to the Designated Golf Professional as described in the attached Exhibit A. SCA shall incur no liability unless Sponsor and the Designated Golf Professional have complied with the terms of this contract. Such compliance by Sponsor and the Designated Golf Professional is a condition precedent to SCA's reimbursement of the performance award(s) scheduled in this contract.
2. SCA has no liability hereunder unless the Contract Fee is received prior to commencement of the first scheduled event of Sponsor's PGA Golf Incentive Bonus Program.
3. SCA is not a party to Sponsor's contract with the Designated Golf Professional nor is SCA involved in the conduct of Sponsor's PGA Golf Incentive Bonus Program. Sponsor shall indemnify SCA for any claims against SCA initiated as a result of Sponsor's implementation or conduct of said PGA Golf Incentive Bonus Program.
4. Exhibit A – Terms & Conditions attached hereto is an integral part of this contract.
5. Sponsor is responsible for any performance awards payable under Sponsor's contract with the Designated Golf Professional which are not in compliance with or payable under the terms of this contract.
6. If the actual conditions of the Promotion differ in any way from those represented by Sponsor to SCA, this contract is null and void unless such changes have been approved in writing by SCA prior to commencement of the promotion.
7. SCA is not a party to or involved in the conduct of the Promotion and Sponsor shall indemnify SCA for any claims initiated as a result of Sponsor's implementation or conduct of the Promotion.
8. All copyright, trademark and other intellectual property rights currently owned by the Sponsor or SCA shall remain the property of the respective owner, with each party to this 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.
9. Sponsor agrees that any dispute arising under this contract shall be resolved by binding arbitration pursuant to the Texas General Arbitration Act. The site of such arbitration shall be Dallas, Texas.
10. This contract, including exhibits and attachments, represents the entire final agreement between Sponsor and SCA, and supercedes any prior agreement, oral or written. Any modification hereto must be in writing and signed by the parties.

SCA PROMOTIONS, INC.

A.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

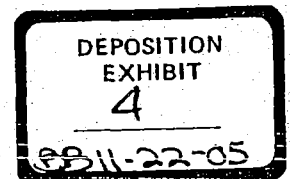
(Sponsor Representative)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Date Issued: February 22, 2001 at Dallas, Texas  
Sponsor Contact: Tim Chisenhall  
SCA Contact: Sheila Murphy  
SCA Tel. (214) 860-3700/ Fax (214) 860-3740

DATE: \_\_\_\_\_



**EXHIBIT A**  
**TERMS & CONDITIONS**  
Contest Form #98.pg

SCA Promotions, Inc. agrees to reimburse Sponsor for the full amount of any Performance Awards scheduled hereunder and awarded to the Designated Golf Professional pursuant to this agreement. Designated Golf Professionals are eligible to receive Performance Awards if the conditions of the tournaments scheduled herein and Sponsor's Golf Incentive Bonus Program comply with the terms and conditions of this contract.

1. **SPONSOR'S PRECONTRACT DUTIES:**

- a. Cover page and Exhibit A - Terms & Conditions (page 2) signed and returned to SCA; and
- b. Payment of contract fee to SCA.

2. **SPONSOR'S OBLIGATIONS AND SCA'S REQUIREMENTS FOR REIMBURSEMENT OF PERFORMANCE AWARDS:**

- a. A Performance Award for the Event Category set forth in paragraph 3 below will be payable if the Designated Golf Professional meets the objective with respect to such Performance Award as provided in paragraph 3 below.
- b. SCA indemnifies Sponsor in respect of Sponsor's liability to award such Performance Awards to the Designated Golf Professional to the extent provided for in this contract.
- c. It is understood and agreed that SCA's liability for reimbursement of Performance Awards is limited to the tournaments and amounts scheduled in paragraph 3 below. Performance Award(s) for additional tournaments may be purchased, subject to prior agreement.
- d. The Contract Fee is refundable to Sponsor only upon written notice of cancellation received by SCA prior to commencement of the first tournament scheduled hereunder.
- e. In the event the Designated Golf Professional wins any Performance Award scheduled hereunder, SCA agrees to fully reimburse Sponsor for such Performance Award within ten business days following the end of the tournament for which the award is won.

3. **SCHEDULE OF REIMBURSABLE PERFORMANCE AWARDS:**

**DESIGNATED GOLF PROFESSIONAL: Garrett Willis**

<u>Event Category</u>	<u>Location</u>	<u>Objective</u>	<u>Award</u>
Genuity Championship	Doral Resort & CC - Miami, FL	Win	\$10,000.00
Bay Hill Invitational	Bay Hill Club and Lodge - Orlando, FL	2 <sup>nd</sup> - 5 <sup>th</sup>	\$ 5,000.00
		6 <sup>th</sup> - 10 <sup>th</sup>	\$ 2,500.00
 The Players Championship	 TPC at Sawgrass -- Ponte Vedra Beach, FL	Win	\$20,000.00
		2 <sup>nd</sup> - 5 <sup>th</sup>	\$10,000.00
		6 <sup>th</sup> - 10 <sup>th</sup>	\$ 5,000.00

I HAVE READ THE TERMS & CONDITIONS OF THIS CONTRACT AND AGREE TO ABIDE BY EACH ITEM.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
*(Sponsor Representative)*

DATE \_\_\_\_\_