



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

**PLEASE READ THE FOLLOWING STANDARD TERMS AND CONDITIONS CAREFULLY. BY PROCEEDING WITH REGISTERING FOR A WORLD LONG DRIVE QUALIFYING EVENT, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND AGREE TO THE STANDARD TERMS AND CONDITIONS SET FORTH BELOW.**

These Standard Terms and Conditions (these "Terms") constitute a binding legal agreement between World Long Drive Association ("WLDA"), and you, and governs your participation in all WLDA official qualifying events including the 2017 World Long Drive Championship ("WLDC"), and all related programming and ancillary programming (collectively, the "Program"). Acceptance of these Terms is required for eligibility to participate in any event on the 2017 WLDA schedule.

1. Before participating in the Program, you will read and obey the Program rules, including the Player Handbook and WLDA's Gender Policy. You agree to cooperate and to follow all directions provided by WLDA staff during the Program. WLDA's decision on all matters will be final. WLDA may change, add to, delete from, modify or amend Program rules at WLDA's sole discretion. You have observed, and will continue to abide by, any and all rules and decisions made by WLDA concerning your qualifications, participation in the Program, selection of opponents, interviews with you, and the selection and awarding of merchandise, prizes and/or cash, if any. You understand that certain prizes may be subject to conditions that you must fulfill at a later time, including: (1) your participation in other ancillary programming; and (2) execution of further documentation (e.g., releases and waivers) as may be required by third-party prize providers.
2. You represent that you are over eighteen (18) years of age and a United States Citizen, or have a proper government work visa or other documentation to participate in the Program.
3. You represent that you have full legal authority and capacity to complete the registration for the Program, agree to be bound by these Terms and have full legal authority to make use of the credit or debit card to which entry fees will be charged.
4. In order to participate in the Program, you must pay all applicable entry fees, which are subject to change at WLDA's sole discretion. You may cancel your registration by so notifying WLDA staff at [LongDrive@GolfChannel.com](mailto:LongDrive@GolfChannel.com) before registration closes for the applicable qualifying event, the date of which will be set forth on the applicable qualifying event's website. If WLDA receives your cancellation before registration closes for the applicable qualifying event, WLDA will refund your entry fee less a One Hundred Twenty Dollar (\$120.00) service charge which WLDA deducts from all entry fee refunds. For the avoidance of doubt, WLDA will not issue refunds for any reason except as outlined in this paragraph.
5. You understand that WLDA will require all competitors eligible for WLDA Tour events and the WLDC to sign WLDA's Competitor Agreement (the "Competitor Agreement") prior to competing in any WLDA Tour event and the WLDC. You understand that you will not be able to compete in any WLDA Tour event or the WLDC if you do not agree to the terms and conditions set forth in the Competitor Agreement.
6. WLDA may, in its sole discretion, allow or disqualify any article of clothing and accessory or mask any logos during the Program. All logos must meet WLDA's standards as outlined in the Player Handbook. Except as disclosed to WLDA, you will not wear any apparel bearing the logo of any third-party that competes with the sponsors of the Program when you compete in any WLDA Tour



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

event and the WLDC, subject to WLDA written approval. Unless contractually prohibited by a sponsorship agreement to which you are a party and which has been properly disclosed to WLDA, you understand that WLDA may ask you to wear branded clothing and carry a branded golf bag as provided by WLDA during the Program, or for appearances or promotions that you may attend or participate in during the Program and you will agree to do so, but you will not be required to wear such clothing or carry a branded golf bag unless you agree to terms of an agreement in connection therewith. You will notify WLDA of any appearances or statements you may make through any form of media that pertain to the Program unless such appearances or statements are arranged by or coordinated through WLDA.

7. You understand and agree that your actions and conversations (including those that might be regarded as private) during your participation in the Program may be observed by and audible to others, may be recorded by WLDA and its agents for possible telecast and/or other dissemination or distribution by WLDA by any means it chooses. You understand that cameras and other production equipment may be present during the production of the Program, and that such cameras and equipment are an integral and expected part of all aspects of the Program. You understand that your privacy during your participation in the Program will be limited.
8. You represent that you will not be in possession of any weapons, illegal drugs or other contraband during your participation in the Program. You hereby provide your consent for WLDA to confiscate any such items immediately. You further represent that you will not use performance-enhancing drugs before and during your participation in the Program, and understand that as a competitor in the Program you are subject to drug testing at WLDA's sole discretion. You understand that you may be disqualified from the Program if, at any time during the Program, you breach the representations in this paragraph or refuse to submit to a drug test when requested by WLDA. You hereby release WLDA from any liability resulting directly or indirectly from any drug test and/or regarding any loss or damage to any items you possess, including those items WLDA may confiscate pursuant to these Terms. If you fail a drug test, you understand that you will be disqualified from participating in future WLDA events, including the Program, and lose any prize(s) and/or cash you would have otherwise won.
9. You are aware that it is a federal offense punishable by fine and/or imprisonment for anyone to "cheat" by predetermining or attempting to predetermine the outcome of the Program with intent to deceive the viewing public, and that it is a federal offense to offer or accept any special or secret assistance in connection with the Program. You will not participate in any such act or any other deceptive or dishonest act with respect to the Program. If anyone tries to induce you to do any such act, you will immediately notify WLDA.
10. WLDA is not associated with the PGA Tour, LPGA Tour or the United States Golf Association ("USGA"), and WLDA events have not been sanctioned by any golfing organization. If you maintain USGA Amateur Status or are an amateur under the R&A Rules of Amateur Status, you understand and agree that by virtue of being selected and/or participating as a competitor in the Program, you may lose your amateur status.



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

11. WLDA reserves the right to refuse your entry into and/or revoke your registration for the Program for any reason in its sole discretion with a refund of any applicable entry fee being your sole remedy for any such refusal and/or revocation.
12. You understand that WLDA prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to any WLDA event, with the exception of service animals pursuant to the Americans with Disabilities Act ("ADA"). Per the ADA, a "service animal" is defined as "any animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items."

Emotional support animals are not considered "service animals" under the ADA; however, WLDA may, in WLDA's sole discretion, allow emotional support animals at WLDA events when permitted by applicable law and by the golf course hosting the applicable WLDA event.

13. You grant to WLDA, its successors, licensees, and assignees, the non-exclusive but irrevocable perpetual right and license to film, tape, photograph or otherwise record you and to use your likeness, voice, name, biographical material, and any remarks that you may make in connection with the production, distribution, exhibition, advertising, or other exploitation of the Program or for any other purpose and manner whatsoever, in whole or in part, throughout the universe by any method and in all media, now known or hereafter created. You understand that in addition to the Program, WLDA may create ancillary programming during and after production of the Program, including but not limited to: (a) unique-to-web content (e.g., behind-the-scenes, bonus footage, etc.); (b) an instructional program profiling contestants; and (c) other written, audio, and/or video content (e.g., blog entries, chats, etc.). You understand that your cooperation and participation in ancillary programming that is directly related to your participation in the Program is a requirement of these Terms, subject to your availability. You agree that the telecast or other exploitation of the Program (or ancillary programming) in which you may appear will not entitle you to receive any additional compensation or consideration, including prizes and/or cash. You will cooperate by making available and furnishing any information or material that is requested of you. The photographs, tapes, movies, and recordings of everything you say or do on or in connection with the Program (or ancillary programming) will be owned by WLDA to edit as WLDA wishes and to do with as WLDA wishes at any time in the future, as often as WLDA wishes, in perpetuity; the Program or any part thereof can be rearranged or added to other material without payment to you of any kind whatsoever.
14. You understand that you will not be paid any compensation for your participation in the Program or for granting WLDA the rights set forth in these Terms, and you hereby waive any and all rights you may have to any such compensation. You understand that you are not an employee of WLDA and you will not be entitled to any benefits provided by WLDA to its employees. To the extent you receive anything of value in connection with the Program, including without limitation goods and/or services, you will be solely responsible for all taxes and other obligations that are or may become due.



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

15. You represent and warrant that you will not make any commercial use of the fact that you participated in and/or appeared in the Program, which uses WLDA's trademarks without WLDA's prior written consent. You represent that you will not discuss the Program or your participation in the Program in an inflammatory and/or derogatory manner with any third-party.
16. Except as disclosed to WLDA, you represent that you have not executed any agreement in conflict with these Terms or in any way attempted to sell, dispose of, encumber or pledge any of the rights herein granted to WLDA, or at any time authorized, licensed or granted any consent to any person, firm or corporation other than WLDA, to make, produce, publish, exhibit or otherwise use your name or likeness in connection with your participation in the Program, to any television, motion picture, book, radio, Internet, newspaper, magazine or any other electronic, broadcast, or print-related media without WLDA's prior written approval.
17. You will indemnify WLDA, TGC, LLC, any media outlet exhibiting the Program, and all others connected with the Program, and will hold them harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement or action relating to the possession or use of any prize, cash or otherwise. You understand that all travel related to your participation in the Program is at your sole risk and expense, regardless of whether or not you actually appear in any exhibition of the Program.
18. You release the following parties: WLDA; TGC, LLC; NBCUNIVERSAL; the Program venues and sponsors; and all other companies and entities engaged by WLDA in the production of the Program or in the provision of prizes, and all of their parents, subsidiaries, affiliates, directors, officers, employees, successors, assignees, agents and licensees, and each of them (collectively, the "Released Parties") from all claims arising out of injury or damage to you as a result of, or by reason of, your participation in the Program, or from any use of any prize or gift awarded to you in the Program. You understand that you are voluntarily participating in the Program with full and complete knowledge of the risks and potential dangers involved, and you voluntarily agree to assume (for yourself, your personal representatives, assignees, heirs, and next of kin), the entire risk of any loss, damage, illness, injury or accident of any nature whatsoever, including without limitation physical or emotional injury, dismemberment, and death, arising out of your participation in the Program or arising out of your possession or use of any non-cash prize or gift. You understand that as a competitor in the Program, you may reveal and/or relate and other competitors or third-parties may reveal and/or relate about you information of a personal, private or surprising nature, which may be factual or fictional. You understand that you may be surprised, shocked or experience a variety of natural and/or manufactured elements that may cause a multitude of reactions. You represent that your physical and mental health is good and that you have neither knowledge nor notice of any conditions or symptoms thereof, which might be aggravated or affected by your participation in the Program. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and you understand that these Terms extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Program (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

or hospitals, including but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services).

19. WLDA is not responsible for articles left unsupervised in competitor areas, including but not limited to handbags, wallets, jewelry and money, nor will WLDA accept possession or bailment of such articles. You understand that WLDA's staff has no authority to bind WLDA or create bailment.
20. You agree that you, your assignees, heirs, distributees, guardians and legal representatives will not bring or be a party to any legal action or claim against the Released Parties based upon or arising out of your participation in the Program or in any way related to the Program, or any exploitation of the Program, on any legal theory whatsoever (including but not limited to claims for personal injury, dismemberment, death, rights of privacy and publicity, portrayal in a false light, or defamation). If a claim is brought to enforce the terms and conditions of these Terms, the prevailing party will be awarded its reasonable attorneys' fees and costs incurred.
21. WLDA is not obligated to have you appear in any exhibition of the Program on any media. If you appear in any exhibition of the Program, WLDA and related media outlets are not obligated to exhibit the Program in which you appear, or your appearance within the Program. You understand that if you are expelled or disqualified from the Program, your expulsion and disqualification from the Program may be based on reasons other than your failure in the qualifying events, as determined by WLDA in accordance with these Terms. The waivers, releases and indemnities in these Terms and any other agreement that you may execute in connection with the Program expressly apply to any such expulsion or suspension and to any other action by another competitor or any other third-party occurring at any time. You understand that if you fail to conduct yourself without due regard to social conventions or public morals or decency, or if you commit any act which degrades the Program, WLDA or anyone else connected with the Program, or brings any of the foregoing into public disrepute, contempt, scandal or ridicule, or if you have previously so conducted yourself in such a manner and information relating thereto becomes public or comes to the attention of WLDA prior to the conclusion of the Program, without limiting any other rights under these Terms, WLDA will have no obligation to award any prize and/or cash, if any, to you and may immediately remove you from the Program. If you are expelled or suspended from the Program for any reason, you expressly release the Released Parties from all claims arising from or relating to your expulsion or suspension from the Program.
22. At all times, you will keep secret and retain in the strictest of confidence, and not use for your benefit or the benefit of others, any and all "Confidential Information or Trade Secrets" of or concerning WLDA or any of its affiliates. The term "Confidential Information or Trade Secrets" includes without limitation information not generally known to the public concerning developing news stories, programming and promotions, finances, billings, ratings, and sales policies. You agree to keep the terms and conditions of these Terms (and any aspects of any dispute or arbitration relating thereto) confidential, except: (i) for your agents, attorneys, financial advisors and spouse, who have a need to know such information and are bound by the confidentiality obligations contained in these Terms; (ii) to the extent such disclosure is required by order or ruling of a Court or other tribunal of competent jurisdiction; or (iii) to the extent such disclosure is necessary in order to enforce your rights hereunder. Breach of this paragraph by you will



## WORLD LONG DRIVE COMPETITOR STANDARD TERMS & CONDITIONS

constitute a material breach by you and, in addition to WLDA's other rights and remedies, WLDA will have the right to expel you from the Program and future WLDA events. The provisions of this paragraph will survive the expiration or termination of these Terms.

23. These Terms are controlled by Florida law. Your remedies for any breach of these Terms by WLDA or others will be limited to an action for damages. In no event will you be entitled to enjoin or restrain the production, distribution or exhibition of the Program.
24. You agree that any controversy or claim arising out of or relating to these Terms, its enforcement, arbitrability or interpretation will be submitted to final and binding arbitration, to be held in Orlando, Florida. The arbitrator will be selected by mutual agreement of the parties, or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration will be a confidential proceeding, closed to the general public. The arbitrator will issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses, and any other costs unique to the arbitration hearing (recognizing that each party bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph will affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent that same is not precluded by another provision of these Terms.
25. You further agree that these Terms are intended to be as broad and inclusive as is permitted by applicable law, and if any provision of these Terms is held to be unenforceable by a Court of competent jurisdiction for any reason whatsoever (a) the validity, legality and enforceability of the remaining provisions of these Terms (including without limitation, all portions of any provisions containing such unenforceable provisions that are not themselves unenforceable), will not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms will be deemed amended accordingly.
26. Any waiver of any term of these Terms in a particular instance will not be a waiver of such term for the future. All remedies, rights, undertakings, obligations and agreements contained in these Terms will be in addition to and will not limit any other remedy, right, undertaking, obligation or agreement of either party.
27. You understand and agree that WLDA may license, assign and otherwise transfer these Terms and all rights granted by you to WLDA under these Terms to any person or entity.
28. You agree that these Terms are the complete understanding of the agreement between you and WLDA and these Terms supersede all prior understandings and communications, whether written or oral, with respect to the subject matter herein. These Terms are subject to change at WLDA's sole discretion without notice to you.
29. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU ARE AFFIRMING THAT YOU HAVE READ AND FULLY UNDERSTAND THESE TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP



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SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THESE TERMS FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.