

## **EXHIBIT "A" – CONTRACT TERMS AND CONDITIONS**

### **Contract #: 80217**

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.

1. Promotion contestant(s) must be selected as follows: Contestant(s) must be randomly selected from a bin containing names of registrants no sooner than 24 hours prior to the shot attempt. No one contestant may be selected to participate on more than one occasion. The individual selected CANNOT choose another person to participate on his/her behalf.

2. The following classes of people shall be INELIGIBLE to participate:

a. Current or former professional or semi professional basketball players or coaches who have played or coached at that level anywhere in the world; current or former college or Olympic basketball players or coaches who have played or coached at that level anywhere in the world

3. Contestant(s) shall not be permitted any practice, warm up, or qualifying shots, at any time after his/her notification of participation in the promotion until the actual prize shot(s). (*initial here*).

4. Client agrees to obtain signatures of each and every contestant on the "Contestant Agreement to Participate" form, upon contestant(s) notification of participation in the promotion. Client will provide said forms to IP Group with proof of claim.

5. 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.

6. Contestant(s) must successfully shoot a regulation basketball (circumference of 29.5") through a regulation size basketball hoop from NCAA/NBA half court distance. Regardless of the promotion location, the contestant(s) must shoot from a distance to the hoop no less than forty one feet nine inches (41'9") from the shot location to the center of the basketball rim. Distance is measured from the demarcation line to the center of the basketball rim. (*initial here*). The contestant(s) may only have one throw and must make their first attempt in order to be reimbursed for the prize. Each shot is subject to NCAA and/or NBA Rules in order to be deemed valid.

7. The rim of the target hoop must not be less than ten (10) feet above the floor.

8. The total number of contestant(s) must not exceed: 1 on 2/15/2011. (*initial here*).

9. No part of the contestant's body or clothing may come in contact with the demarcation line prior to releasing the ball. Any such contact shall be considered a foul and the shot shall have been deemed missed.

10. Important: Client/Member Must Videotape The Entire Promotion Activity. It is imperative that the individual operating the video camera records the random selection and notification of the contestant(s), the contestant(s) signing the "Contestant Agreement to Participate" form, the actual distance between the hoop and the demarcation line with the use of a measuring device (i.e. tape measure) prior to the actual shot attempt(s), the shot attempt(s), the contestant's body position in relationship to the demarcation line, the flight of the ball, and the basketball passing through the hoop. Client/Member shall ensure that the video camera is properly functioning. Failure to conform to this requirement may cause the claim to be denied. (*initial here*).

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

12. 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; Affidavit of the Winner; Affidavit of the Video Operator along with the Raw, Unedited Videotape of the entire promotional activity; Contestant Agreement to Participate form.

13. 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 Video Camera Operator, 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.

14. 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. (*initial here*). 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. Client acknowledges responsibility to make contestant(s) aware of the requirement.

15. ***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 fax (610-525-8004) or email (changes@interactivepromotions.com). Any contract fee adjustments will be billed to the Client after the event.

16. If the promotion is cancelled 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.

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