

A. BEFORE PROMOTION

1. An "Eligible Contestant" is defined as: an officially registered and qualified contestant in the fishing event offering the prize.
2. 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.

B. DURING PROMOTION

1. Two client representatives or officials must supervise the event and are responsible for the contestants understanding of the terms and conditions of this promotion.
2. There must be an existing State Record Keeping Authority (State of Maine Inland Fisheries & Wildlife regulations) certified All-Tackle State Record for the exact species stated on this contract prior to the start of this event.
3. The body of water (Lake, River, Ocean, etc.) specified in the contract must have been open to the public for fishing for a minimum of one (1) year prior to the start of the specified tournament.
4. In order to qualify for prize reimbursement, an eligible contestant must **catch the specified species of fish within the specified body of water named on this contract and be certified by the State Record Keeping Authority (State of Maine Inland Fisheries & Wildlife regulations) as the new Official All-Tackle Maine State Record Weight holder for that exact species of fish.**
5. All fish must be weighed in public with a minimum of two tournament officials acting as attesting witnesses and not affiliated with the winner.
6. All fish must be weighted on official tournament scales. Scales must be certified to calculate to one hundredth (1/100) of a pound.
7. A winning fish's weight must be the gross weight achieved when fish is first weighed, i.e. no penalties or credits are considered under this contract.
8. If existing record is calculated in a different method of measurement than required above, the equivalent weight must be exceeded.
9. All State of Maine Inland Fisheries & Wildlife regulations weigh in and conventional tackle rules and regulations shall apply.
10. All winners must submit to and pass, in a conclusive manner, a polygraph examination administered by a licensed polygraphist provided by the client and agreed to by OOP.

C. AFTER PROMOTION

1. Claims notification: Immediate telephone notice by client to the claims department of OOP will be reported no later than the first business day after the promotion.
2. Proof of Claim: The following items and completed documentation must be furnished to OOP as proof of a prize claim (forms furnished by OOP): (a) Affidavits of two Promotion Officials; (b) Affidavit of Winner; (c) Affidavits of Witnesses to Official Weigh In; (d) Affidavit and Certification of Polygraph Examiner; and (e) State Record Certification from the State Record Keeping Authority (State of Maine Inland Fisheries & Wildlife regulations).
3. Investigation: Upon receipt of Proof of Claim, OOP may conduct a reasonable investigation including but not limited to requiring the client to produce the Witnesses to the Official Weigh In, the Winner, and/or Promotion Officials for polygraph examination as a condition to payment of the claim if, in the sole opinion of OOP such an examination is warranted by the facts. If health reasons make the polygraph results inconclusive, the angler must provide documented proof of health condition from a licensed physician. The Licensed polygraph examiner, OOP and its underwriters will determine if the angler passed or failed the polygraph test.
4. **Choice of Law, Disputed Claims, Venue, and Attorney's Fees – Any and all disputes between the Client and OOP or its underwriters shall be governed by the laws of the State of Nevada, 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 Nevada Uniform Arbitration Act. The venue for such arbitration shall be in Washoe County, Nevada.** If for any reason there is litigation between the Client and OOP or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Washoe County, Nevada. The Client agrees to pay OOP and its underwriters' reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event OOP or its underwriters successfully prosecute and/or defend any such arbitration or litigation.

D. VARIABLE PROMOTION CONDITIONS

1. Any changes in specific promotion rules or data such as promotion dates, promotion location, number of participants, prize values, etc. **REQUIRE NOTIFICATION AND APPROVAL OF OOP PRIOR TO THE START OF THE EVENT.** AFTER NORMAL BUSINESS HOURS, ALL CHANGES ARE REQUIRED IN WRITING VIA FAX (775-828-6013) OR EMAIL (changes@odds promotions.com). Any contract fee adjustment will be billed to the client after the event.
2. If the promotion is canceled due to a force majeure, which prevents the conducting of the event, assuming no attempts to win the prize were initiated, a full refund, less a \$150.00 cancellation fee will be made. This contract may be amended to a rescheduled date without additional charges.

Only one winner shall be paid. If more than one State Record Togue is entered, then the largest fish by weight shall win.