

SmartPin Official Game Rules

Effective March 5, 2024

By participating in this SmartPin Game (“Game”) of skill, Players agree to abide by the Official Game Rules, [Terms of Use](#), and [Privacy Policy](#) as established by SmartPin. The Game must be operated by a SmartPin Game Operator (“Game Operator”) at a course/facility and/or event with a current and fully executed SmartPin Game Operator Agreement (“Game Operator Agreement”) and/or a SmartPin employee or representative. The Game Operator must strictly follow all rules and regulations in the Game Operator Agreement. SmartPin reserves the right to qualify all entries and to reject any entries that do not meet the requirements for participation as established by SmartPin.

Game

Each active SmartPin in a valid location operated by a Game Operator adhering to the requirements of their current and fully executed Game Operator Agreement constitutes a Game.

Game Facilitator

The Game is facilitated by Ace Golf Technologies, LLC, a Minnesota limited liability company DBA SmartPin (“Game Facilitator”), whose mailing address is 3469 Lake Elmo Ave N, #219, Lake Elmo, MN 55042.

Game Location

Valid SmartPin Games are located on courses, facilities, and/or at events with a current and fully executed Game Operator Agreement.

Target hole and green must meet USGA standards

The target hole and the green must meet all USGA standards unless expressly approved by SmartPin. No target green or hole may be specifically prepared or altered from its typical condition, nor may the cup be positioned on a green with the intent to facilitate a winning shot (i.e. no cups in known “honey holes” allowed).

Game Formats

Daily play: A tee-to-hole golf competition where Players self-register for the Game.

Events: A tee-to-hole golf competition where Players are typically pre-registered into the Game by a Game Operator.

Shootout: A non-tee-to-hole golf competition where Players are typically pre-registered into the Game by a Game Operator.

Game Entry Fees

To enter the Game, eligible Players must first select one of six games with corresponding entry fees – Free, \$5, \$10, \$20, \$50, and \$100. Players may enter a Game multiple times during the Game Period as described below but are limited to one entry per 60 minutes for each SmartPin Game unless authorized by SmartPin.

If more than one entry per 60 minutes per player is authorized by SmartPin, that game is not eligible for the Daily Progressive Ace Jackpot and may have its own set of Ace and/or Gimme Prizes as determined by SmartPin and/or the Game Operator.

Game Types

Each entry competes in two Game types – Ace and Gimme.

Ace (hole-in-one) Games: For a shot to be deemed a Potentially Winning Shot of an Ace Game, a Player's tee shot must be Holed as defined by the USGA and verified by SmartPin's technology. No other forms of verification will be considered.

"Holed" is defined for a USGA conforming hole as when a ball is at rest in the hole after a stroke and the entire ball is below the surface of the putting green unless the hole has been modified for COVID-19 or any other safety or precautionary procedures (see COVID-19 section below).

Gimme Games: For a shot to be deemed a Potentially Winning Shot of a Gimme Game, a Player's tee shot must come to rest within 36" of the lip of the hole as measured by SmartPin's technology. No other forms of measurement will be considered.

SmartPin's method to determine if a ball is within 36" of the lip of the cup (i.e. a 76.25" circle around the cup) is extremely precise in perfect conditions. Wind or cups that are not cut perfectly straight may have an impact on the position of our cameras, which means the Gimme circle does have the opportunity to shift slightly. These conditions have just as much opportunity to help your chance of getting a gimme as they do hurt it. All Gimme determinations are based on the final frame in the video recorded by the SmartPin for your Game. All determinations of whether a shot is within 36" of the lip of the hole and/or a Potentially Winning Shot shall be determined by SmartPin at its sole discretion.

Game Prizes

All Players are eligible to receive a personalized highlight video of their Game entry (i.e., shot) at no cost if they have shared their name and email address or mobile phone upon account creation or Game entry.

Eligible Players in Games with entry fees compete for prize money. Participants may visit the SmartPin Golf app to see the current projected payouts. Players agree that prize amounts change daily and may not be the same as the day they purchased a shot(s).

Ace Game prizes are contested among Players in all Games on all SmartPins on a given day. Ace Game Winners win the Daily Progressive Ace Jackpot as well as the Gimme Game prize that corresponds to their entry fee (e.g. \$10,500 Daily Progressive Ace Jackpot plus a \$10 entry Gimme Game Prize of \$1,000 equals an \$11,500 Ace Game prize).

Ace Game prize component details:

1. Daily Progressive Ace Jackpot: Begins at \$10,000 and increases by a predetermined increment each day the Game is active.
 - a. After each Game Period (i.e. same day) with one or more Ace Game Winners, the jackpot resets to \$10,000 and the predetermined daily increment may be adjusted.
 - b. If there are multiple Ace Game Winners in a Game period, the Winners will share the daily progressive jackpot component of the Ace Game prize equally down to a minimum of \$5,000 per Winner.
 - c. With Ace Game prize payouts being dependent on whether there are multiple Ace Game winners, the final Ace Game prize payouts are determined as soon as practical after 11:59 p.m. Local Time of the western-most time zone where an active SmartPin Game is located.
2. Gimme Game prize: Described below.

Gimme Game prizes correspond to the Entry Fee the Player paid and according to the prize amounts listed in the SmartPin Golf app at the time of entry.

Daily progressive jackpot accrual may be paused if there are no active Games

If there are no active Games on any given day, the accrual of the daily progressive jackpot will be paused until the next Game. The next active SmartPin Game will resume with the prior daily progressive jackpot amount plus the current predetermined daily increment.

Game Rules & Requirements for Players

Before entering Game

Determine your eligibility

The free Game of skill is open to all Players rightfully engaging in a SmartPin Game for which they will receive a personalized highlight video but are not eligible for prize money.

The Games of skill with an entry fee are open only to amateur golfers as defined by the United States Golf Association (USGA) under the Rules of Amateur Status who:

- are at least eighteen (18) years old at the time of playing;
- are rightfully engaging in a SmartPin Game;
- has never, at any time, regularly competed on a recognized professional golf tour; and
- are not an affiliate of SmartPin (i.e. Board members and their immediate family members, employees and their immediate family members, unit holders, and select vendor personnel).

Prior SmartPin Game prizes won are not considered when reviewing a player's amateur status to confirm SmartPin Game eligibility.

Players are subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

Review amateur status considerations

If you play in elite amateur competitions (state, regional, national, international, etc.), be aware that accepting prize money over \$1,000 for a gimme may jeopardize your amateur status according to the USGA's Rules of Amateur Status and could impact your ability to participate in such events. There are no USGA prize money limits for a hole-in-one. We strongly encourage those who play or endeavor to play in elite amateur competitions to only enter SmartPin competitions in which the Gimme Prize is no more than \$1,000. For more information on the Rules of Amateur Status, visit the [USGA's website](#).

Create your SmartPin account

When participating in a SmartPin Game without a SmartPin Game Operator operating the SmartPin app on the tee box for you, download the SmartPin Golf app from the App Store to create your account and accept the [Terms of Use](#) and [Privacy Policy](#). You must also grant the app access to your phone's camera and microphone access to participate.

When participating in a SmartPin Game with a SmartPin Game Operator operating the SmartPin app on the tee box for you, they will create a SmartPin guest account for you if you have not previously created an account. Playing the shot on the SmartPin hole indicates your acceptance of the [Terms of Use](#) and [Privacy Policy](#). If you do not agree to the [Terms of Use](#) and [Privacy Policy](#), you will not be eligible to participate. Please let the Game Operator know before hitting your shot.

During Game

How to enter: Shot must be initiated in the SmartPin app and recorded by the SmartPin

A mobile device with an active signal (data or Wi-Fi) is required to enter. Standard rates apply. The SmartPin flagstick must be vertically upright and properly inserted into a regulation-sized (4.25" diameter) golf cup.

1. Sign in to the SmartPin Golf app on your mobile device.
2. Go to your eligible tee box of any hole equipped with a SmartPin.
3. Select "Play" and follow the prompts to select the course, hole, and game you would like to play and the corresponding entry fee you will pay.
4. Press continue and position the phone as directed in the app so that the camera can record your swing. This is typically accomplished by handing your phone to a playing partner.
5. Press the "Play" button to begin the game and recording and start the countdown period.
6. Take your shot within the countdown period displayed in the app. Shots taken before or after the countdown period are ineligible.

One shot per entry; no other shots intended for target green in the 60 minutes before entry

An entry is any shot deemed to have been taken when the Player makes forward movement with the golf club with the intent to strike the ball. Only one shot is allowed per entry. No shots of any kind intended for the target green in the 60 minutes before the Player's entry are allowed (i.e. no practice shots, mulligans, or substitute shots).

Play from your tee markers if they meet our minimum yardage (men: 130 yards, women: 100 yards)

From the point on the teeing area in which the shot is initiated to the flagstick, the target hole must measure no less than 130 yards for men and no less than 100 yards for women. The Player's gender, as defined in the [USGA's Gender Policy](#), should be used to determine their minimum yardage.

Players engaged in a round of golf may move back to tee markers with a conforming yardage, but never forward from the tee markers they are playing as part of their current round.

For a shot to be eligible for prizes, the ball must be struck within the teeing area as defined by the USGA.

Playing equipment (i.e. club, ball, tee, etc.) must conform to USGA specifications

Do not obstruct or affect the travel or course of the ball

No Player or other party may do anything that obstructs or affects or could obstruct or affect the travel or course of the ball being played by the Player. Any attempt to obstruct or affect the travel or course of the ball will be considered a violation of these Official Game Rules and the Player shall be deemed ineligible to receive any prize.

After entering Game

Requirements of Winners and Potential Winners

SmartPin may require all Potential Winners to complete, sign, and return a Winner's Form that primarily exists to confirm their eligibility and/or an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to the award of any Prize. If any Winner fails to sign and return the requested documents to SmartPin within 24 hours of the date of receipt, that Winner may be disqualified.

Winners receiving a prize of \$600 or more will receive a Form 1099-MISC and must supply the necessary personal information for SmartPin to complete the form. If any Winner fails to supply the requested information to SmartPin within 24 hours of the date of receipt, that Winner may not receive their prize. In the event, that a potential Ace Game prize winner is not confirmed, we will revert the jackpot to the prior day's amount plus today's previously scheduled daily increment.

Prize money taxes, if any, are the sole responsibility of each Winner.

Selection of Winners

Players who make a Potentially Winning Shot during any Game will be notified that they may have won by SmartPin or its agent as soon as practical. After SmartPin verifies the shot is a potential winner, the Player and the Game Operator must complete corresponding winner forms. Once SmartPin has received and reviewed both completed winner's forms, the final determination is made on whether the shot is a winner or not. All entries are subject to verification by SmartPin.

Notification of Winners

SmartPin will make reasonable efforts to contact Winners via email and/or telephone to make arrangements for the Prize within one (1) business day of verification.

Each Player agrees that:

1. any and all disputes, claims, and causes of action arising out of or in connection with this Game, any game, or any prizes awarded, shall be resolved individually, without resorting to any form of class

action, pursuant to arbitration conducted under the commercial arbitration rules of the American Arbitration Association then in effect, to take place in Minneapolis, Minnesota;

2. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Game, but in no event attorneys' fees; and
3. under no circumstances will Player be permitted to obtain awards for, and Player hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and also irrevocably waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of Player and SmartPin in connection with the Game or any game, shall be governed by, and construed in accordance with, the laws of the state of Minnesota, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the state of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Minnesota.

Other Game Conditions

Disqualification

All entries are subject to verification by SmartPin. All determinations of whether a shot is a potentially winning shot ("Potentially Winning Shot") shall be determined by SmartPin at its sole discretion. SmartPin reserves the right, in its sole discretion, to disqualify any Player found to be:

- a. violating the Official Rules;
- b. tampering or attempting to tamper with the entry process or the operation of the Game; and/or
- c. acting in an unsportsmanlike or disruptive manner towards any other Player.

Caution: any attempt to deliberately undermine the legitimate operation of the Game may be a violation of criminal and civil laws, and should such an attempt be made, SmartPin reserves the right to seek damages or other remedies from any such persons responsible for the attempt to the fullest extent permitted by law.

SmartPin reserves the right to disqualify any shot if it becomes aware, in its sole discretion, of any malfunction of its SmartPin system. In such event, SmartPin's sole liability to Player will be a refund of any fees paid to participate in the Game, in SmartPin's sole discretion.

Code of Conduct

Impersonating or attempting to impersonate another Player in any way is prohibited.

Any inaccurate information provided in an attempt to mislead SmartPin in the review of a Potential Winning Shot could result in your account being closed and future account creation being denied.

Any audio or video recorded in our app reported as inappropriate or offensive may be reviewed by SmartPin who, based on their sole discretion, may close your account and deny future account creation.

Duplicate Accounts are Prohibited

Each Player is allowed to have one SmartPin account. Any attempt to create a duplicate account is prohibited and will be reviewed by SmartPin who, based on their sole discretion, may close your account(s) and deny future account creation. Potential Winning Shots from Players who have duplicate accounts may be deemed invalid based on the sole discretion of SmartPin.

Privacy

By submitting an entry, participants acknowledge and agree that any personal information that they provide will be maintained in accordance with SmartPin's [Privacy Policy](#).

Release and Publicity

Players agree to release and hold harmless SmartPin and its respective officers, directors, employees, partners, affiliated companies, subsidiaries, suppliers, distributors, advertising and promotional agencies, agents, successors, and assigns from and against any claim or cause of action arising out of participation in the Game or any game. SmartPin is not responsible for any typographical or other error in the printing of the offer or administration of the Game or any game or in the announcement of the prize. By receipt of any prize or by signing an affidavit of eligibility and liability/publicity release, if requested, each Winner consents to the use of their name by SmartPin for advertising and promotional purposes, without any additional compensation, except where prohibited.

SmartPin owns video and image rights; Players get a personal use license

SmartPin has a perpetual, irrevocable, non-exclusive license to videos and images captured through the SmartPin and SmartPin app and the highlight videos created by our service. Submission of the player's tee shot video is required for entry. Players receive a personal use license for both the tee shot video and highlight video.

SmartPin is Not Liable for Technical Issues Delaying or Preventing Entry to the Game

If a Player receives an error message in the SmartPin app when entering a Game that prevents the Game from being administered properly, that Entry is invalid. SmartPin assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, interruptions by other apps or computer software, delayed computer transactions, or network connections that are human or technical in nature; technical, hardware, software, electronic, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by SmartPin, the users, or by any of the equipment or programming associated with or utilized in this Game or any Game; or by any technical or human error that may occur in the processing of purchasing a shot, entering the Game, playing any Game, or recording any shots, that may limit, delay or prevent a Player's ability to participate in the Game. If for any of these reasons, the Entry is interrupted, the Entry may be deemed invalid by SmartPin. In such event, SmartPin's sole liability to Player will be a refund of any fees paid to participate in the Game, in SmartPin's sole discretion.

SmartPin's Right to Cancel or Suspend Game

SmartPin reserves the right, in its sole discretion, to cancel or suspend this Game or any Game should causes beyond SmartPin's control, including but not limited to excessive wind or unauthorized human intervention, which, in the sole opinion of SmartPin, corrupt, compromise, or materially affect the administration, fairness, security or proper play of the Game, any Game or proper submission of entries. SmartPin is not liable for any loss, injury, or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Game.

COVID-19 Warning

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease

or illness, or a bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after any Game or game you participate, however caused or contracted, and voluntarily waive all claims and potential claims against SmartPin relating to such risks.

“Holed” is defined for a USGA conforming hole that is modified for COVID-19 or any other safety or precautionary procedures, when the ball is at rest inside the diameter of the hole and any part of the ball is below the surface of the putting green. Note that if on a shot, the ball strikes an implement that the golf course placed inside the hole to prevent the ball from dropping fully below the surface of the putting green for safety reasons (e.g., a piece of foam placed in the bottom of the hole, the hole lining being used upside down, etc.) and the ball’s final resting location is outside of the hole, such shot will not count as Holed and is explicitly not a Potentially Winning Shot.

Game Period

These rules apply to all Games beginning on March 17, 2024 at 12:00 a.m. Central Time until SmartPin updates them. The rules may change between the time of purchase and the time of entry. If you do not agree with the rules at the time of entry, contact us for a refund.

SmartPin’s computer is the official time-keeping device for the Game. The Game Period and start and end dates and times are dictated by a Player’s local time at the location of the participating course/facility where the Player enters the Game (“Local Time”).

Game Results and Official Rules

To obtain the identity of the Winner(s) and/or a copy of these Official Rules, email your request to hello@smartpingolf.com. Please include the date of your entry for reference.

Questions

Questions on rules or results may be sent to hello@smartpingolf.com. All decisions made by SmartPin or its designees are final, binding, and not open to appeal.