

KEWALO HARBOR BIG FISH CHASE

A MEMBER OF THE HAWAII MARLIN TOURNAMENT SERIES



JUNE 10-11, 2016

\$75,000.00 BOUNTY RULES



Aloha and Welcome to the Kewalo Harbor Big Fish Chase, the first tournament in the 2017 Hawaii Marlin Tournament Series. As an angler, you are able to compete to catch a Pacific Blue Marlin that weighs more than Choy's Monster at 1,805 lbs. In order to qualify for this prize, you'll need to follow the below set of rules from SCA Promotions, Inc.

Official Promotion Rules

The parties hereto acknowledge that Sponsor must prepare and post Sponsor's Official Promotion Rules which must be readily available to all potential contestants and must reflect the terms and conditions of this contract, including specifically the following terms:

- a. Employees, agents, successors, and assignees of Sponsor, its advertising agencies and promotional companies involved in this Promotion, as well as family and household members of same, shall be ineligible to participate in the Promotion and shall be ineligible for any prize covered herein.
- b. Names and likenesses of Promotion winner(s) may be used by Sponsor and Sponsor's designee(s) for promotional purposes without further compensation to Sponsor or the Promotion winner(s).

Terms & Conditions

SCA agrees to pay to Sponsor the value of scheduled prizes awarded in conjunction with Sponsor's promotion. Contestants are eligible to receive such prizes if the conditions of the prize-winning event comply with the Sponsor's Official Promotion Rules and the terms and conditions of this contract.

1. SPONSOR'S PRECONTRACT DUTIES

- a. SCA's Contingent Prize Contract and Exhibit A – Terms & Conditions, signed and returned to SCA;
- b. Signed and completed Exhibit C – Contest Officials Affidavit;
- c. Payment of contract fee to SCA.

2. SPONSOR'S OBLIGATIONS AND SCA'S REQUIREMENTS FOR PRIZE PAYMENT

- a. In order to be eligible for a prize, the specified fish must be caught in accordance to all state and federal rules; in the manner prescribed by the **Jungle angling rules**; and all other rules contained herein. Any variance in this condition must be with the express **written consent** of SCA prior to the start of the Promotion.

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- b. A winning fish must be the **largest** to **exceed** the **specified weight** in Item 2.d., measured in **pounds** unless altered with the express written consent of SCA prior to the start of the Promotion.
- c. All tournament waters must have been open to the public for fishing at least one (1) year immediately prior to the tournament and must be definitively specified in Sponsor's Official Promotion Rules.
- d. Eligible species of fish: **Pacific Blue Marlin** | Exceeding a weight of: **1,805 Lbs.**
- e. Eligible tournament waters: **Those waters within in fifty (50) miles off Hawaii eligible for consideration.**
- f. The total number of anglers eligible to participate in the tournament shall not exceed: **100 Boats**
- g. Only six (6) lines per boat may be used at any one (1) time. Tackle make and size may be the option of the angler.
- g. **Jungle rules in place; however, IGFA legal conventional rod and reel and boated by hand or gaff. Maximum of #130 lbs. test line allowed. No shooting, explosives, entangling devices, nets, long lines or other non-sporting devices may be used.**
- h. **Requisite Qualifications for Prize Award:**
 - i. Eligible species of fish **exceeding** the **specified weight** in Item 2.d. must be caught by an official entrant (who must be an eligible contestant) in the Fishing Tournament during the Promotion dates and times.
 - ii. In order to be eligible, the fish must **ultimately** be **certified** by an approved certified agency as exceeding the weight specified in Item 2.d.
 - iii. If there is a claim, Exhibit B & Exhibit C must be completed in their entirety and returned in a timely manner to SCA, but not to exceed sixty (60) days unless agreed to in writing by SCA Promotions.
 - iv. Any winner, regardless of issue, must submit to and pass, in a conclusive manner, a polygraph examination administered by a licensed polygraphist provided by the contract sponsor, at the expense of the sponsor, as a condition precedent to claims consideration.
- i. **Eligible Contestants:** Only those participants officially entered in the Fishing Tournament who comply with the terms and conditions of this Contract and Sponsor's official promotion rules shall be eligible to compete for a prize. **In the event of a claim, Sponsor may be required to provide SCA with an official list of registered entrants in the Fishing Tournament.**
- j. After receipt of completed and signed claim documentation, SCA or an SCA-designated independent judging organization may conduct an investigation including, but not limited to, requiring the Sponsor to provide access to the: Winner; Witness; or Contest Officials to submit to and pass in a conclusive manner polygraph examinations, at the expense of the sponsor, as a condition precedent to claim consideration if, in SCA's sole opinion, such action is warranted. If required, all polygraph exams must be submitted to SCA within sixty (60) days of the conclusion of the Tournament or the claim is void.

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- k. **Weather Conditions:** If the event is canceled due to inclement weather preventing the conducting of the event, assuming no attempts to win the prize were initiated, a full refund less any direct costs to SCA will be made or this Contract may be amended to a rescheduled date without additional charges. Notification to SCA is required in writing within seventy-two (72) hours of official declaration of cancellation for refund consideration. Any rescheduled event must be rescheduled to take place within ninety (90) days of original event commencement date.
- l. In order for a prize to be awarded, SCA Promotions must receive official verification from the appropriate Tournament Official stating the fish caught was the largest to **exceed** the **specified weight** designated by the Sponsor in Item 2.d.
- m. Failure or disregard of any of the terms and conditions of this agreement shall relieve SCA of any and all liability hereunder.

3. SCHEDULE OF AVAILABLE PRIZES

Per Occurrence Single Limit Liability: \$75,000

Maximum Aggregate Liability: \$75,000

Any and all liability for payment of prize amounts not payable under the terms of this contract or otherwise in excess of the limits set forth herein or the Maximum Aggregate Liability shall revert to Sponsor. In no event shall SCA's liability exceed the Maximum Aggregate Liability specified herein.