

2024 Chip-in for Charity

TERMS & CONDITIONS OF PARTICIPATION

UPON APPROVAL OF THIS SUBMISSION BY PGA TOUR, Inc., a 501(c)(6) corporation organized under the laws of the State of Maryland (“**TOUR**”), this Agreement shall govern participation by the organization identified above, a 501(c)(3) corporation or equivalent organized under the laws of the state indicated above with the Federal Taxpayer Identification Number (EIN) also indicated above (“**Organization**”) in the Program (defined below).

BACKGROUND

1. TOUR is the organization of professional tournament golfers that co-sponsors, sanctions and administers the series of professional golf tournaments known as the PGA TOUR.
2. TOUR operates a certain professional golf tournament on the PGA TOUR entitled THE PLAYERS Championship scheduled to be conducted March 12-17, 2024, at TPC Sawgrass (the “**Tournament**”).
3. TOUR operates a ticket sales program whereby certain local nonprofit organizations may generate revenue as a result of consumer purchases of certain tickets to the Tournament (the “**Program**”).
4. Organization desires to participate in the Program pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUR and Organization agree as follows:

1. **TERM.** The term of this Agreement (the “**Term**”) shall commence upon acceptance by TOUR of Organization’s participation in the Program (which will be communicated to Organization in writing) and terminate February 5, 2024. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party.
2. **THE PROGRAM.** Upon acceptance, TOUR will provide a unique identifier to Organization, such as a code or name (the “**Code**”). Without utilizing (a) paid advertising or sponsored advertisement methods or (b) public marketplaces and auctions (e.g. fairs, flea markets, Craigslist, eBay, SwipSwap, etc.), Organization will encourage consumers to purchase tickets to the Tournament online through TOUR’s official ticketing site and to reference the Code when completing the purchase transaction. For each ticket purchased that references the Code, TOUR will contribute Forty Dollars (\$40.00) to Organization. Organization acknowledges and agrees that TOUR shall determine the dates of availability and price of the tickets, assign a specific level of access to the Tournament provided by such tickets, manage all ticket sales, be responsible for payment of applicable tax on the ticket sales, and determine any and all refund or other policies applicable to such ticket sales. All ticket sales are subject to availability and all rules and regulations established by TOUR governing access to the Tournament. Organization further acknowledges that not all tickets and hospitality sales to the Tournament shall be subject to the Program. TOUR will designate the particular tickets that are subject to the Program.
3. **PAYMENT.** Within approximately ninety (90) days of conclusion of the Tournament, TOUR shall provide Organization with a report detailing the applicable ticket sales that referenced the Code. Along with such report, TOUR shall remit payment to Organization of the applicable contribution resulting from such sales pursuant to the terms of this Agreement. Organization acknowledges and agrees that TOUR makes no representation that Organization will receive

any particular amount or be able to encourage any particular number of ticket sales as a result of this Agreement. TOUR shall use commercially reasonable efforts to periodically inform Organization of the volume of ticket sales referencing the Code during the Term.

4. **MARKS.** Organization shall be granted the right to use the name of the Tournament (*i.e.*, THE PLAYERS Championship) and name of the Program (*i.e.*, Chip-in for Charity) solely in conjunction with its efforts to generate ticket sales to the Tournament pursuant to this Agreement. Organization's use of the Tournament and Program names shall be strictly limited to promotion of the availability and sale of tickets and shall at all times be subject to the prior written approval of TOUR in each instance. **In all communications with consumers by Organization related to the Program, Organization shall ensure that consumers are notified that such ticket sales are not tax deductible as a charitable contribution for the consumer.** Organization shall not imply or infer an affiliation or association with TOUR, the Tournament or the Program other than as a charitable recipient of the Program at the Tournament. TOUR shall provide Organization with a limited amount of marketing and promotional material and content (the "**Toolkit**") for Organization's use in connection with the Program. Organization shall not use any other marketing or promotional material or content that utilizes the Tournament logo (or the Program logo), including on any website, without TOUR's prior written approval in each instance; neither shall Organization disassemble, parcel or separate the material within the Toolkit (*e.g.*, copy/cut/repurpose TOUR logos or player photos). Upon request by TOUR upon termination or expiration of the Term, Organization shall return to TOUR and/or certify the destruction of the Toolkit.
5. **REPRESENTATIONS AND WARRANTIES.** Unless otherwise agreed by TOUR in writing, Organization is and shall remain throughout the Term of this Agreement a United States 501(c)(3) or equivalent, duly formed, validly existing and in good standing under the laws of the state in which it is organized, and is qualified to do business in all jurisdictions in which the nature of its business or assets would so require. Organization, including the individual registering, has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Organization and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement constitutes a legal, valid and binding agreement of Organization and is enforceable against Organization in accordance with its terms. Organization agrees that it and any employees, agents or contractors it may employ or utilize shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority and with any rules or regulations promulgated by TOUR in connection with the Program.

INDEMNIFICATION. Organization covenants and agrees to indemnify and hold TOUR and its respective officers, directors, employees, affiliated entities, and sponsors (and their respective officers, directors and employees) (collectively, the "**TOUR Indemnitees**") harmless from and against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands or liabilities (including without limitation reasonable counsel fees whether incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings), joint or several, to which any of TOUR Indemnitees may become subject (collectively, "**Claims**") arising out of or in connection with (a) Organization's breach of its obligations under this Agreement, (b) the negligence or willful misconduct by Organization or its officers, directors, employees, contractors or agents in connection with the performance of Organization's obligations under this Agreement, except to the extent that any such Claim arises from the negligence or willful misconduct of TOUR, and/or (c) any aspect of the development, implementation, promotion, and operation of a sweepstakes, raffle or contest conducted by Organization related to this Agreement or the Program, including without limitation, any claim asserted by any governmental or regulatory entity related thereto. TOUR will notify Organization promptly upon receipt of notice of any such Claim, and Organization will assume responsibility for the defense thereof

on behalf of the appropriate TOUR Indemnitee at Organization's sole cost and expense. This indemnity shall survive termination or expiration of this Agreement.