

“MACH DUNES MILLION”
Official Contest Terms & Conditions

The **MACH DUNES MILLION CONTEST** (the “Contest”) is sponsored by Kintyre Development Company Limited, The Old Clubhouse, Machrihanish, Argyll PA28 6PT (the “Sponsor”)

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OFFICIAL CONTEST RULES, TERMS AND CONDITIONS

1) Eligibility:

This Contest is a game of skill. All amateur golfers who play a round of golf at Machrihanish Dunes Golf Club between the dates of 15 March 2018 and 30 September 2018 are eligible to be entered in the Contest eligibility prize draw (the “Prize Draw”) to win the chance to play for the Prize (as detailed in section 5 below).

In order to be entered in the Prize Draw, eligible golfers must register at the Machrihanish Dunes Golf House prior to the start of their golf round, and may enter the Prize Draw once for every round played.

Mach Dunes Million is open to all golfers of amateur status who are at least 18 years of age on the date of entry and at the date of taking their “shot”. Amateur status is defined by the Rules of Golf set forth by The Royal and Ancient.

Employees of Kintyre Development Company Limited (the "Sponsor"), and their affiliates, partners, subsidiaries, franchises, distributors, retailers, advertising and promotion agencies, and the immediate families or household members of each are not eligible for this contest.

The Contest is subject to all applicable national and local laws and regulations. The Contest is void where restricted, taxed or prohibited by law.

2) Promotion and Entry Periods

The Prize Draw entry period begins at 7am on 15 March 2018 and runs until 7pm on 30 September 2018 (the “Contest Period”).

Twelve (12) randomly selected eligible entrants (the “Finalists”) will be selected in the Prize Draw and will then be invited back to Machrihanish Dunes Golf Club to take a shot for the Prize on 13th October 2018.

One (1) randomly selected eligible entrant via the Glasgow Herald will be selected in the Prize Draw and will then be invited back to Machrihanish Dunes Golf Club to take a shot for the Prize on 13th October 2018.

3) How to Enter

1. Twelve Finalists:

To enter, complete the Contest registration form at the Machrihanish Dunes Golf House prior to your round of golf at Machrihanish Dunes. All entries must be received during the Contest Period. All entries become the property of the Sponsor and will not be acknowledged or returned. By entering the Contest all entrants agree to comply with these terms and conditions and the decisions of the Sponsor, including the interpretation of these terms and conditions and the Sponsor's exercise of discretion, which will be final and binding in all respects.

As a condition of entering the Prize Draw, Finalists give consent to the Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. Any information entrants provide to the Sponsor may be used to communicate with entrant in relation to this Contest.

2. Thirteenth Finalist:

To enter, complete the Contest registration form at www.MachDunesMillion.com/Herald. All entries must be received during the Contest Period. All entries become the property of the Sponsor and will not be acknowledged or returned. By entering the Contest, all entrants agree to comply with these terms and conditions and the decisions of the Sponsor, including the interpretation of these terms and conditions and the Sponsor's exercise of discretion, which will be final and binding in all respects.

As a condition of entering the Prize Draw, Finalists give consent to the Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. Any information entrants provide to the Sponsor may be used to communicate with entrant in relation to this Contest.

4) The Contest:

The Finalists will be given the opportunity to return to Machrihanish Dunes Golf Club on 13 October 2018 for a chance to win the Grand Prize of \$1,000,000 USD, payable as described below. Each Finalist will be given one "shot" to make a hole-in-one from the designated tee on Machrihanish Dunes Golf Club's 5th hole, a par-3 measuring approximately 139 yards. A "shot" is defined as a "stroke" by The Royal & Ancient's Rules of Golf. Only one shot per Finalist is permitted. Practice or qualifying shots, mulligans, or substitute shots for other Finalists are not permitted. Each Finalist must be of amateur status as defined by The Royal & Ancient's Rules of Golf on the date of the Finalist "shot" at the Prize.

5) The Prize:

Any eligible Finalist (selected in accordance with section 7 below) who successfully makes a hole-in-one to the satisfaction of the Sponsor and HIOI (as defined below) will win the \$1,000,000 USD. The \$1,000,000 prize will be paid out as a 20-year annuity of \$50,000 USD per year (the "Prize"). Prize value when converted to other currencies may vary and fluctuate with exchange rates. Winner is responsible

for all national, state, local or other applicable taxes on the Prize. Up to twelve (12) Prizes are available. There are no concessionary prizes.

The Prize will be payable to all of the winning Finalists by Hole in One International, 6195 Ridgeview Court, Suite #A, Reno, Nevada 89519 ("HIOI"), subject to the successful completion of investigations and verification checks to the satisfaction of HIOI and the Sponsor. HIOI reserves the right to make the payment of the Prize as any other investment grade funding vehicle or financial instrument, which shall be sufficient (as determined by HIOI) to meet the obligations owed to a winning Finalist.

The Prize must not be sold, transferred, assigned or otherwise disposed of in any way without the prior written consent of HIOI.

A successful Finalist will have the sole responsibility of claiming his or her prize. The Sponsor will provide any successful winner with details as to how to claim the Prize within 30 days of the winning Finalist taking their "shot". The Sponsor shall have no liability to a winning Finalist that fails to claim their prize or to satisfy the investigations conducted by HIOI, or for any other failure of HIOI or the issuer of any investment grade funding vehicle or financial instrument, as described above, to honor the Prize payment.

6) Publicity Release:

Subject to applicable law, each winning Finalist irrevocably grants to Sponsor the right to use and publish his/her proper name, town/city and county of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the Finalist regarding the Contest or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the Contest and for advertising and promotional purposes, without additional compensation or notification.

7) Selection of Finalists:

Twelve (12) Finalists will be selected at random by the Sponsor in accordance with the schedule of drawings shown below.

Finalist #1 & #2 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 30 April 2018;

Finalist #3 & #4 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 28 May 2018;

Finalist #5 & #6 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 25 June 2018;

Finalist #7 & #8 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 30 July 2018;

Finalist #9 & #10 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 27 August 2018;

Finalist #11 & #12 - chosen at random from all eligible entries received prior to the time of drawing during a drawing on 1 October 2018.

One (1) finalist will be selected at random by the Sponsor in accordance with the schedule of drawings shown below:

Finalist #13 - chosen at random from all eligible entries received via MachDunesMillion.com/Herald prior to the time of drawing during a drawing on 1 October 2018.

In relation to the drawings of the Finalists, all eligible entries received as of the time of each drawing per the schedule above will be eligible for selection as a contest Finalist. Entries previously selected as one of the Finalists will not be included in subsequent drawings, but previously eligible (but undrawn) entries will be included. The drawing of all Finalists will be conducted by representatives of Sponsor and witnessed by an independent party. The selection of the Finalists and other decisions of Sponsor and/or HIOI will be final and binding in all matters relating to this Contest. The Finalists will be notified by telephone, mail, or e-mail on or about the 10 days following the drawing and will be given instructions about the 13 October 2018 "shot" for a hole-in-one for the Prize. The Finalists will be responsible for all transportation and accommodation necessary to return to Machrihanish Dunes for the shot at making a hole-in-one for the Prize on 13 October 2018.

The Finalists will be required to sign and return an affidavit of eligibility, which will also include a publicity waiver, within two (2) days of notification. If a Finalist selected is not an eligible participant, elects not to sign and timely return the affidavit of eligibility and publicity waiver, elects not to participate, and/or otherwise cannot meet the requirements of the Contest, an alternate Finalist will be chosen by random drawing as described above.

8) Release of Liability:

By entering the Contest, each entrant, Finalist and Prize winner shall release, indemnify and hold harmless the Sponsor and HIOI from and against any liability, loss, damage, cost, and expense that the Sponsor and HIOI may suffer as a result of any claims, suits, demands, actions, causes of action ("Claims"), penalties, expenses, or costs, including reasonable legal fees ("Losses"), whether foreseen or unforeseen, that may be made or had against the Sponsor and HIOI arising from or in connection with the Contest, including all such Claims and Losses arising from: 1) any Prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by entrants and/or Prize winners, and/or 3) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract.

In no event will the Sponsor be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of an entrant's access to and use of the Contest, downloading from and/or printing material downloaded from any websites associates with the Contest. In no event shall the released parties' total liability to any entrant for all damages, losses, or causes of action exceed £50. Without limiting the foregoing, this Contest and the Prize is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to all entrants. Entrants should check their local laws for any restrictions or limitations regarding these limitations or exclusions.

The Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest, or in the announcement of the Prize.

In the event the Sponsor is prevented from continuing with this Contest or the integrity and/or feasibility of the Prize is undermined by any event out with the control of the Sponsor including as a result of the acts or omissions of any third parties, and including, but not limited to: fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any national or local law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor or Promoter shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation and, if so, the Sponsor reserves the right, but not the obligation, to award the Prize to or designate as a Finalist an entrant selected from among all valid and eligible entries received up to the time of such Force Majeure event.

Any dispute shall be resolved individually without resort to a class action.

9) Additional Rules:

Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Contest. Sponsor is not responsible if planned golf rounds are rained out, postponed, or cancelled for any reason, in whole or in part. By participating in the Contest, each entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify, or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage, is impairing or will impair the administration, security, fairness, integrity, or proper play of the Contest. If Contest is terminated before the end date, Sponsor will determine the Finalists from all eligible entries received as of the termination date. Entry constitutes consent to the use of prize winners' name, voice, picture, video, and/or likeness without compensation for promotion purposes.

10) Governing Law:

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Contest terms and conditions, including, without limitation, the Prize. These Official Contest terms and conditions and the interpretation thereof shall be governed by and construed in accordance with the laws of Scotland without regard to its conflicts of laws rules and dispute hereunder shall be subject to the jurisdiction of the Scottish Courts.

11) Privacy:

The Sponsor is committed to protecting personal information it collects about you. Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <http://machrihanishdunes.com/privacy-policy/>. By entering the Contest, each entrant hereby agrees to Sponsors' collection and usage of his/her personal information and acknowledges that he/she has read and accepted the terms of Sponsor's privacy policy.