

SCA PROMOTIONS, INC.
CONTINGENT PRIZE CERTIFICATE #10-2876

SPONSOR:	Gildan USA Inc.
SPONSOR ADDRESS:	1980 Clements Ferry Road Charleston, SC 29492
EFFECTIVE DATE:	September 19, 2017
TYPE OF PROMOTION:	Baseball – Spectator Rapid Fire
NUMBER OF CONTESTANTS:	One (1)
NUMBER OF ATTEMPTS PER CONTESTANT:	One (1)
MAXIMUM OCCURRENCE LIABILITY:	\$100,000
MAXIMUM AGGREGATE LIABILITY:	\$100,000
LOCATION OF PROMOTION:	Moosic, PA
CERTIFICATE FEE:	See Invoice attached hereto and hereby incorporated
DATE ISSUED:	August 25, 2017
SPONSOR CONTACT:	Craig Lerner
SCA CONTACT:	Bill Riley Jennifer Hoffman
SCA TELEPHONE:	(214) 860-3700 FAX (214) 860-3418

1. This certificate is issued for the sole benefit of Sponsor by SCA Promotions, Inc. ("SCA"), 3030 Lyndon B. Johnson Frwy., Suite 300, Dallas, Texas 75234. **THIS IS NOT AN INSURANCE POLICY AND SCA IS NOT AN INSURANCE COMPANY. PERFORMANCE UNDER THIS CERTIFICATE IS NOT COVERED BY ANY STATE GUARANTY ASSOCIATION.** SCA's liability is limited to the actual cost of the contingent prize(s) described in this certificate and payable by Sponsor to the verified winner(s) of the promotion described in Exhibit A ("Promotion"). Compliance by Sponsor and all verified winner(s) with the applicable terms of this certificate and the official rules of the Promotion promulgated by Sponsor ("Sponsor's Official Promotion Rules") is a condition precedent to SCA's duty to pay the contingent prize(s) scheduled in this certificate. SCA has no obligation under this certificate unless the Certificate Fee is received by SCA prior to commencement of the Promotion as set forth in the official rules. Unless otherwise specified herein, the fee(s) payable to SCA hereunder are non-refundable and are fully earned on the specified due date.
2. **Exhibits: Please see applicable exhibits for detailed specifications on each Product/Service provided for under this certificate.**
Exhibit A – Terms & Conditions applicable to award prize winning events attached hereto is an integral part of this certificate. SCA's liability is triggered by events scheduled and defined in Exhibit A.
Exhibit B – Winner's Affidavit & Release and Contest Official's Affidavit. In the event a winner is claimed, this form must be completed and signed by the claimed winner and contest officials and submitted to SCA for claim verification along with a copy of a government issued identification card containing a photo of the claimed winner. By executing this form, the contest officials acknowledge their responsibility to conduct the Promotion according to the terms and conditions of this certificate. All required signatures must be present and valid for consideration of prize payment. Each winner, if any, is responsible for paying any and all taxes on any prize(s) won and must authorize the deduction of such taxes, if any, from the prize(s) to the extent required by law.
Exhibit C – Contestant Agreement to Participate and Contest Officials' Acknowledgment of Terms & Conditions
3. **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 certificate, 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).Where Sponsor's Official Promotion Rules conflict in any way with the terms of this certificate, the conflict shall be resolved according to the terms in this certificate. Sponsor is responsible for any and all prizes payable under the terms of Sponsor's Official Promotion Rules which are not in compliance with or payable under the terms of this certificate. Sponsor warrants that Sponsor's Official Promotion Rules comply with federal, state and local laws and regulations.

4. Conditions:

- a. If the actual conditions of the Promotion differ in any material way from those stipulated in this certificate or amendments thereto, SCA incurs no liability unless such changes have been approved in writing by SCA prior to commencement of the Promotion.
- b. SCA is not a party to or involved in the conduct of the Promotion and its name shall not be used by Sponsor in conjunction with the Promotion without prior written permission. Sponsor agrees to indemnify SCA for any claims initiated as a result of Sponsor's implementation or conduct of the Promotion.
- c. Unless otherwise stated herein, all claims for payment of prize awards must be reported to SCA, within three (3) normal business days of a potential winning event.
- d. All copyright, trademark and other intellectual property rights currently owned or created by the Sponsor or SCA shall remain the property of the respective owner or creator. SCA is a designee of Sponsor for purposes of paragraph 3.b. above. Sponsor's use of the Promotion Name/Type above shall inure to the benefit of SCA. In addition to SCA's rights pursuant to 3.b. above, SCA further reserves the right to use the Promotion, the Promotion Name and/or images or descriptions of said Promotion in its promotional marketing materials without any compensation to any party involved in the Promotion.
- e. Unless otherwise specified herein, any prize liability, incentive bonus, risk of excess redemption or performance award for which Sponsor has contracted with SCA hereunder shall not be indemnified, guaranteed or insured by any other entity.
- f. This certificate shall be governed by and construed under the laws of the state of Texas without regards to any conflicts of laws principles. Sponsor agrees that any dispute arising under this certificate shall be resolved by binding arbitration pursuant to the commercial rules of the American Arbitration Association. The site of such arbitration shall be Dallas, Texas. The prevailing party in any action to resolve a dispute hereunder shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in such action. A party shall be deemed the prevailing party in any such action if (i) the net judgment or arbitration award in favor of such party is greater than an amount offered to it in a written offer of settlement prior to such award, or (ii) the net judgment or arbitration award against such party is less than an amount it offered to the other party in a written settlement offer prior to such award. An action to resolve a dispute hereunder shall include any action under the binding arbitration provision of this agreement or any action in a court of law. In the event of the dismissal of an action without settlement, the defendant shall be deemed the prevailing party with respect to such action.
- g. This certificate, including exhibits and attachments, represents the entire final agreement between Sponsor and SCA, and supersedes any prior agreement, oral or written. Any modification hereto must be in writing and signed by the parties. Sponsor shall maintain the confidentiality of this certificate. If any provision(s) of this certificate is unenforceable or waived in writing by SCA, all other provisions remain in full force and effect.

SCA PROMOTIONS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

GILDAN USA INC.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Terms & Conditions

SCA Promotions, Inc. agrees to pay Sponsor for 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 & conditions of this Certificate.

1. **SPONSOR'S PRECERTIFICATE DUTIES:**

- a. SCA's Contingent Prize Certificate and Exhibit A – Terms & Conditions, signed and returned to SCA;
- b. Payment of Certificate fee to SCA.

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

- a. A Contestant for the spectator participation event must be **randomly** selected from those who registered for the named event no more than seventy-two (72) hours prior to the start of the event. It is agreed that the population of potential Contestants shall consist of at least 250.
- b. The following classes of people are ineligible to participate:
 - i. Current or former professional or semi-professional baseball or softball players or coaches.
 - ii. Current or former high school or collegiate baseball or softball players or coaches who have played or coached at that level in the past five (5) years. (Includes Freshmen, Junior Varsity, and Varsity for both men and women).
 - iii. Current or former Class A softball players or coaches who have played or coached at that level in the past five (5) years.
- c. **The total number of Contestants must not exceed: One (1)**
- d. Two contest officials must represent Sponsor and must certify that the specified event occurred. They must supervise, observe, and conduct the Promotion according to the terms and conditions of this Certificate.
- e. Sponsor must secure a completed Exhibit C for each Contestant, with signatures for the "Contestant Agreement to Participate" and the "Contest Officials' Acknowledgment of Terms & Conditions". Sponsor must retain one form for each Contestant and corresponding official(s) for SCA's review if there is a claim.
- f. Sponsor will provide the target template ("Target Template"). The target hole ("Target Hole") in the Target Template must not exceed **seventeen inches by thirty inches (17" x 30")** and must not be altered in any way by Sponsor.
- g. The Target Template must be attached to a board or other solid structure in such a manner that the bottom of the Target Hole is no less than **three (3)** feet above the playing surface. The Target Template must be perpendicular to the playing surface.
- h. Contestant(s) will not be permitted any practice, warm-up, or qualifying throws, nor will any one Contestant be selected to participate more than once during this Promotion.
- i. The Contestant(s) will have exactly **thirty (30) seconds** to successfully throw regulation Major League baseballs through the Target Hole. Baseballs can be handed to the Contestant by another person. The Contestant must throw from a distance to the Target Template of no less than **sixty feet six inches (60'6")**.
- j. The thrown baseballs must pass completely through the Target Hole on the fly, after entering the Target Hole from the side of the Target Template nearest the Contestant, prior to coming in contact with the ground, any person or any other surface (other than the Target Template itself). In the event (i) at least **eight (8)** of the thrown baseballs pass completely through the Target Hole on the fly, after entering the Target Hole from the side of the Target Template nearest the Contestant, prior to coming in contact with any object or person (other than the Target Template itself) within the thirty-second (:30) time limit, and (ii) there is compliance with the terms and conditions of this Certificate, then SCA will pay Sponsor the prize amount as specified in the Schedule of Available Prizes below, subject to the Maximum Aggregate Liability and verification by SCA.
- k. Sponsor must visually record each attempt. The visual recording must be time/date stamped, and all attempts must be recorded on the same visual recording. Sponsor must provide the visual recording to SCA, if requested, for claim verification purposes. The visual recording must clearly show (i) the scoreboard prior to each attempt, (ii) each baseball being thrown by the Contestant, (iii) each ball in flight, (iv) each ball passing completely through the Target Hole in the manner described herein, and (v) the distance of the throws.
- l. If the event is canceled due to a force majeure which prevents the conducting of the event, assuming no attempts to win the prize were initiated and SCA is notified in writing prior to the cancellation, a full refund, less any direct costs to SCA, will be made or this certificate may be amended to a rescheduled date without additional charges.
- m. Failure or disregard of any of the above shall relieve SCA of all liability hereunder and no prize will be awarded.

3. **SCHEDULE OF AVAILABLE PRIZES:**

Prize Level	Successful Throws	Prize Amount*
A	Ten (10)	\$100,000
B	Nine (9)	\$10,000
C	Eight (8)	\$1,000

**Prizes are not cumulative.*

SCA's Maximum Aggregate Liability is limited to \$100,000. Any and all liability for payment of prize amounts not payable under the terms of this certificate 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.

I have read the terms & conditions of this certificate and agree to abide by each item.

Signature: _____ Title: _____
(Sponsor Representative)

Date: _____

EXHIBIT B
Winner's Affidavit & Release
(To be completed ONLY in the event of a winner)

I certify that the following information is correct and that I threw _____ regulation league baseballs completely through the target hole in the target template. I am not an employee of the Sponsor, supplier, subcontractor, or any promotional or advertising agency involved with this promotion, nor am I a member of any family or agent of any of the above. I am not a current or former professional or semi-professional baseball or softball player or coach, nor have I played or coached high school or collegiate baseball in the past five (5) years, nor am I a current or former Class A softball player or coach. I fully understand that any misrepresentation of fact as to my eligibility, whether intentional or unintentional, will be sufficient cause to forfeit any prize award provided by the Sponsor. I agree to allow the Sponsor and SCA to use my name and likeness for any and all promotional purposes without further permission or compensation.

Signature: _____ Date: _____

Name: (Print) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Government Issued ID Number: _____ Prize Award: _____

Please provide a photocopy of a government issued form of identification.

Contest Officials' Affidavit

I certify that I was a contest official and that I was present and did observe the prize-winning event. I certify that the person named above was the winning Contestant. I was responsible for conducting the promotion according to the Terms & Conditions of this Certificate. It was my responsibility to ensure that each Contestant was informed of the eligibility requirements that had to be met to win the prize. I understand that if the contest was not conducted in accordance with the Terms & Conditions of this Certificate, or if any changes to the terms and conditions were not **approved in writing** by an SCA representative, SCA is not liable for any prize payment.

Contest Official #1:

Signature: _____

Name & Title: _____ Date: _____

Telephone: _____ E-mail: _____

Contest Official #2:

Signature: _____

Name & Title: _____ Date: _____

Telephone: _____ E-mail: _____

EXHIBIT C
Contestant Agreement to Participate

I, (print name) _____, agree to hold the Sponsor harmless and release the Sponsor from all liability for any injury or illness which may arise from my participation in this event. I was not required to provide any payment or consideration to participate in this promotion.

I understand that the following rules apply:

1. I did register or otherwise enter this promotion prior to being selected at the game. To my knowledge, I was selected at random. I am not an employee of the Sponsor, any promotional or advertising agency involved with this promotion, nor am I a member of any family or agent of any of the above. I am not a previously chosen Contestant in this promotion.
2. I am not a current or former professional or semi-professional baseball or softball player or coach, nor have I played or coached high school or collegiate baseball in the past five years, nor am I a current or former Class A softball player or coach.
3. To be eligible for the prize award, I must successfully throw at least **eight (8)** baseballs so that the baseballs pass completely through the target hole in the target template on the fly, after entering the target hole from the side of the target template nearest me, prior to the baseballs coming in contact with any person or object (other than the target template itself).
4. I am not allowed any practice, warm up, or qualifying throws.
5. I will have exactly **thirty (30) seconds** to successfully throw baseballs through the target hole in the target template.
6. I must throw the baseball from a distance to the target of no less sixty feet six inches (60' 6").
7. I agree to allow the Sponsor and SCA Promotions, Inc. to use my name and likeness for any and all promotional purposes without further compensation or permission.

I have read the above rules and agree to abide by each item as a condition of any prize award. I further agree to accept the determination of an independent judging firm as to my compliance with these rules.

Signed: _____ Date: _____

Witnessed: _____ Date: _____

Contest Officials' Acknowledgment of Terms & Conditions

I, (print name) _____, agree to conduct this promotion according to the terms and conditions of this Certificate. It is my responsibility to randomly select each Contestant according to the Certificate terms and to inform each Contestant of the eligibility requirements and the exact manner in which they must perform to win the prize. I will make sure each Contestant's attempt is visually recorded and I will notify SCA within three (3) normal business days of the occurrence if there is a winner. I will provide the visual recording, completed Winner's Affidavit (Exhibit B), and any additional information requested by SCA for claims verification. If the contest conditions or Contestant selection process are different from those stated in this Certificate, I agree to notify SCA Promotions before any Contestant's attempt to win the prize. I further understand that if the contest is not conducted in agreement with the Terms & Conditions of this Certificate, and these changes have not been approved in writing by an SCA representative, SCA will not be liable for any prize payment.

I understand that the following rules apply:

1. Contestants will be chosen randomly. I cannot know, nor have ever met any Contestant participating in this promotion. The selected Contestant may not have previously participated in this event.
2. I will secure a signature from each Contestant for the "Contestant Agreement to Participate" portion above and will retain this form for claim verification purposes.
3. No practice, warm-up, or qualifying throws are allowed by any Contestant.
4. The Contestant must successfully throw at least **eight (8)** regulation Major League baseballs so that the baseballs pass completely through the target hole in the target template on the fly, after entering the target hole from the side of the target template nearest the Contestant, prior to the baseballs coming in contact with any person or object (other than the target template itself).
5. The Contestant will have exactly **thirty (30) seconds** to throw baseballs through the target hole in the target template.
6. The distance to the target will be measured at sixty feet six inches (60' 6").

I have read the above rules and agree to conduct the promotion according to each item.

Official #1: _____ Date: _____

Official #2: _____ Date: _____