

\$10,000 LONGEST GOLF BALL CHALLENGE

The Alternative Golf Association (AGA) and Project Flogton (“not golf” spelled backward) created the \$10,000 Longest Golf Ball Challenge to inspire innovators and inventors to create balls for drivers that add at least 25 percent more distance than current, USGA-conforming golf balls on the market for 80 to 100 mph swing speeds. Do you have a ball that can do this? Let’s see it!

Most players swing at these speeds, which are lower than professional swing speeds, and through the Challenge the AGA and Project Flogton hope to engage their community in a quest to find a driving ball that performs significantly better than current balls. The AGA is a new organization launched in January 2011 to create a new, fun game of “golf for the rest of us.”

Additional criteria, itemized in the Official Rules below, include that the ball need not conform to USGA requirements or be used for approach shots or putts. The ball will be tested using a common conforming driver. The ball must have no more impact force on a person or window than current balls. See complete details below.

To enter: Print out and complete the entry form below and submit it with one dozen balls to 1900 Embarcadero Rd. Suite 100, Palo Alto, CA 94303.

Remember, deadline for submissions is June 1, 2011.

Official Rules

AWARD

- A grand award of \$10,000 will be given to the entrant who submits a driving golf ball that adds at least 25% distance to current USGA conforming golf ball distances and complies with the Rules.
- Entrants must submit their entries using the online submission form and follow the steps indicated. Entries will be accepted until June 1, 2011. Each Challenger can submit multiple submissions for consideration in the Challenge.
- Winner will be announced on or before July 15, 2011 and posted on www.flogton.com.

SCORING & CRITERIA

- All submissions will be judged on the following criteria:
 - Entries must be balls intended to be hit by a USGA conforming golf club with the objective to achieve at least 25% more distance with a swing speed of 80-100 miles per hour, that of an average player. We retain the right to judge what is and is not a valid distance ball, and to disqualify entries that are not distance balls.
 - Entries must include a dozen balls for each version submitted for consideration in the Challenge.
 - The ball must be a driving ball that adds at least an additional 25% distance to current golf balls.
 - The ball does not have to conform to USGA requirements for size, weight, dimples.
 - The ball must have no more impact force on a spectator or window than current balls.
 - The ball will be used for drives, not approach or putting, so spin rates, "feel" are not criteria.
 - The ball will be tested by an independent testing lab using a very common driver in use today, such as a TaylorMade Burner 2009, 10.5 degree loft, regular shaft, hit on center.
 - The ball will be tested at 80, 90, and 100 mph head speed at impact and average total carry distance calculated.
 - The ball will be tested compared to a common USGA approved (such as Titleist or Top Flite) ball hit as test control.
 - The ball can be an existing or prototype ball.
 - Normal nonconforming balls currently sold at retail, of which we are aware, do not meet these criteria, and will not be tested unless you submit independent tests showing the ball has attained the Challenge potential and then we can include them in the test.
- In the case of a tie, the Challenge Sponsor reserves the right to split each award equally between the top entries.
- If an entry is disqualified it will not be eligible for an award. If no entries are received, no awards will be distributed.

ELIGIBILITY

This Challenge is open to entrants who are over the age of 18 (“You” or “Entrant”) and are not a person or entity under U.S. export controls or sanctions. Residents of proscribed or embargoed countries are ineligible to participate. This Challenge is void in these countries and where prohibited by law. The Challenge Sponsor reserves the right to limit, or restrict upon notice, participation in the Challenge by any entrant for any reason.

BINDING AGREEMENT

In order to enter the Challenge, you must agree to these Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Challenge constitutes agreement to these Rules. You may not submit an entry to the Challenge and are not eligible to receive the awards described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the Challenge Sponsor with respect to the Challenge. By participating, you agree to be bound by the [Flogton Terms of Service](#) and the [Flogton Privacy Policy](#), both documents herein incorporated by reference.

SPONSOR

This Challenge is run by AGA LLC, 1900 Embarcadero Rd., Palo Alto, CA 94303 ("Challenge Sponsor").

CHALLENGE PARTICIPATION

- Each Challenge submission must be accompanied by a primary contact name (full, legal name) and a primary contact email address (valid email). Your name and email will be kept private and used only for communication between the Challenge Sponsor and you in relation to this Challenge. If you should win the Challenge, we will contact you using this primary email address. We are not responsible for incorrectly-entered user information resulting in the inability to contact you.
- Winners must claim their awards within 1 month of notification, or else the award may be forfeited. Claiming the award requires submitting an IRS tax form. The winnings will be awarded in the form of a check made out in the name of the primary contact person, as submitted on the entry form. To receive the check, this person must submit to us United States IRS Form W-9 (U.S citizens) or Form W-8BEN (non-U.S. citizens).
- Winners will need to sign and return a declaration of eligibility to the Challenge Sponsor before their award will be awarded.

SUBMITTED MATERIALS

- You warrant and represent that all components of your submission are your original creation and does not infringe any third party rights, including without limitation, copyright, trademark, patent, trade secret, privacy, and publicity, and that your submission is not otherwise illegal or made or submitted in violation of any contractual obligation you might have with a third party. Any intellectual property infringement, misuse or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive all awards, recognition and awards.
- As between you and Challenge Sponsor, you retain ownership of any intellectual and industrial property rights you have in and to your submission.
- As a condition of participation, you grant Challenge Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your submission and the proposal provided therein (1) for the purposes of allowing the Challenge Sponsor, and users to evaluate your submission for purposes of the Challenge, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and video clips of your submission available for promotional purposes.
- Winner and Challenge Sponsor agree to enter into a license agreement to permit Winner to market the balls with Challenge Sponsor's mark.
- Stand-alone images and performance data may be uploaded and hosted on our site. Our site may feature images, screenshots or performance data of the Challenge submission.
- You will continue to own your entry, but you grant Challenge Sponsor permission to use, copy, distribute, and publicly display your Challenge submission for any purpose, without any compensation to you. Your entry may not include trademarked, copyrighted, or commercially licensed elements or any component that would make it ineligible for participation in this Challenge and compliance with the Rules.

CONDUCT

Any information you provide about yourself or your company will be accurate. You agree not to falsely represent yourself or your company by entering the Challenge under an assumed name with the intent of impersonating another person or company. If you do so, we reserve the right to disqualify you from the Challenge. If the Challenge Sponsor discovers that an entrant has attempted to undermine or manipulate the site or Challenge in any way, that entrant will be disqualified.

DISCLAIMER

- Information provided on this site is provided for general information, and should be used at your own risk. We reserve the right to remove any submissions at any time. You warrant that you have full rights to use the content of your entries.
- You agree to indemnify and agree to keep indemnified the Challenge Sponsor from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by you and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Challenge Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your entry.
- Challenge Sponsor is not responsible for technical difficulties related to the submission process. The Challenge Sponsor reserves the right to cancel or postpone the Challenge if it is not capable of running because of issues such as computer viruses, bugs, tampering or technical difficulties.

CHALLENGE SPONSOR SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CHALLENGE SPONSOR SPECIFICALLY DOES NOT WARRANT THAT THE CHALLENGE WILL MEET THE REQUIREMENTS OF ENTRANTS OR OTHER THIRD PARTY, OR THAT THE WEBSITE ON WHICH THE CHALLENGE IS HOSTED WILL BE ERROR FREE. IN NO EVENT SHALL CHALLENGE SPONSOR BE LIABLE FOR LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR PARTICIPATION IN THIS CHALLENGE. ENTRANT FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

GOVERNING LAW

This Challenge is governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of

disputes or claims resulting from or in connection with this Challenge are hereby excluded, and all Participants expressly waive any and all such rights.

ARBITRATION

By entering the Challenge, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Challenge will be decided by binding arbitration. All disputes between you and the Challenge Sponsor of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. (“JAMS”) for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

Entry Form

Please print form, complete form, and submit with one dozen balls to:

**1900 Embarcadero Rd. Suite 100
Palo Alto, CA 94303**

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

By submitting this entry I agree to the Official Rules of the \$10,000 Longest Golf Ball Contest

SIGNATURE _____

DATE _____