

Capital Cup Golf Tournament

Official Rules

- 1. Tournament Structure.** The Capital Cup is a three-day amateur golf tournament that will be held at Serrano Country Club on Friday, September 27, 2019; El Macero Country Club on Saturday, September 28, 2019; and Granite Bay Golf Club on Sunday, September 29, 2019. The Capital Cup is presented by DCA Partners and supported by other sponsors (collectively “Sponsoring Entities”). The tournament is planned and executed by the tournament committee (“Tournament Committee”) comprised of local business leaders and volunteers. Participation is by invitation only to legal residents of the United States who are at least 18 years of age at the time of entry. NCGA or USGA GHIN handicaps are required to participate.

The Entry Fee for the three-day Capital Cup Tournament is \$2,500 per player and includes greens fees for one round of golf at each venue (Serrano Country Club, El Macero Country Club, and Granite Bay Golf Club), cart for each day, range balls, two Capital Cup golf polo shirts, one Capital Cup golf cap, and breakfast/lunch each tournament day (Friday, Saturday, and Sunday).

Participants will be divided into two teams: the navy team and the teal team. Each team will have 16 players for a total of 32 tournament participants. The three-day tournament, played under USGA rules of golf (as modified by local rules and the tournament committee), will determine the Winning Team (“Winning Team”) of the Capital Cup. The tournament committee has adopted Local Rule, E-5, at all three golf courses regarding lateral relief options for lost ball and out of bounds.

Rules of Play. On day one, at Serrano, each team captain will designate eight pairs of golfers who will play against a corresponding pair from the other team. The day-one format will be a modified two-person alternating shot format, using 50 percent of the combined two-person team handicap. Each player will hit a tee shot then select one ball to finish the hole, alternating shots. For example, Player 1 and Player 2 will tee off. Player 1’s tee shot is selected. Player 2 will then hit the next shot and players will alternate shots until the hole is finished. On each hole, the navy team and the teal team players will record their total gross score, deduct their handicap on that hole (if any), and record the net score. The team with the lowest net score on each hole will be awarded one “point”. If the two teams tie on a given hole, then no points are awarded for that hole. The team that has the most points at the end of 18 holes of play will be awarded one “Team Point”. A total of eight Team Points will be awarded during day one. If the two paired teams tie after 18 holes of play, then each such team will earn $\frac{1}{2}$ Team Point each.

On day two, at El Macero, each team captain will again designate eight pairs of golfers who will play against a corresponding pair from the other team. The day-two format will be a two-person best ball format, using 100 percent of each player's individual handicap. On each hole, each navy team and teal team player will record their total gross score, deduct their individual handicap on that hole (if any), and record their net score. The team score for each hole will be the lower of each team's two players' net score. The team with the lowest net score on each hole will be awarded one "point". If the two teams tie on a given hole, then no points are awarded for that hole. The team that has the most points at the end of 18 holes of play will be awarded one "Team Point". A total of eight Team Points will be awarded during day two. If the two paired teams tie after 18 holes of play, then each such team will earn ½ Team Point each.

On day three, each team captain will designate each of their 16 individual golfers as "golfer #1-16". Each such golfer will compete head to head with the golfer on the other team who has been assigned the same golfer number designation. The day-three format will be a one-person match play format, using 100 percent of each player's individual handicap. On each hole, each navy player and each teal team player will record their total gross score, deduct their individual handicap on that hole (if any), and record their net score. The player with the lowest net score on each hole will be awarded one "point". If the two players tie on a given hole, then no points are awarded for that hole. The player that has the most points at the end of 18 holes of play will be awarded one "Team Point". A total of 16 Team Points will be awarded during day three. If the two players tie after 18 holes of play, then each such team will earn ½ Team Point each.

At the end of the third day of play, the team with the highest number of total Team Points (there are a total of 32 team points to be awarded), wins the tournament. The winning team will be awarded 100 percent of the Grand Prize Fund ("Purse"). The Purse will be set at \$50,000, which is funded by the \$2,500 player contributions, plus sponsor fees (if any), less direct tournament expenses.

2. **Prizes.** There will be no individual cash prizes for player participants. Each player will select a charity that he or she is playing to support. Charities must be 501(c)(3) or other qualified non-profit organizations. Prior to the Capital Cup Golf Tournament, each player will raise donations for his or her charity through an individualized website at <http://www.crowdrise.com/capitalcup2019> as well as offline/in-person efforts. All of the funds raised (less third-party processing fees and expenses) for the charities will go directly to such supported charity via Crowdrise (irrespective of whether the player's team wins or loses the tournament). At 4:59:59 pm PST on Saturday, September 28, 2019, each player's fundraising efforts will be determined to be final and their donations will be calculated as a percentage of their total team's fundraising efforts. The Purse will be awarded to the Winning Team's individually chosen charities, with the Purse divided between the Winning Team's player charities based on each player's percentage of charitable funds raised toward the winning

team's total. Payment of the Purse will take place no later than 14 days following the conclusion of the tournament.

3. Donation Policy & Guidelines

The Capital Cup's goal is to raise as much money as possible for local and/or national charities and increase public awareness for the work these great organizations do.

To ensure a fair and equitable tournament, please find our donation guidelines below.

For a donation to be applied towards a player's Capital Cup total, it should be money that the charity is receiving as a direct result of the Player's efforts or participation on such Charity's behalf. In general, it must meet the criteria listed below:

- A. Donation is made directly through the crowdrise.com/capitalcup2019 fundraising website
 - **OR**
- B. Donation is made directly to the charity from the player at any time following the prior year's Capital Cup event
 - **OR**
- C. Donation is made directly to the charity and attributable to a player's efforts or outreach. For example:
 - i. Donations that are made that likely would not have occurred if not for some proactive activity of the player
 - ii. Documented donations a player solicited at unrelated events / activities (aside from funds raised from those activities that were not the result of said player's efforts)
 - iii. Donations made where the donor was aware that the funds would go towards the player's Capital Cup total prior to making such donation.

Valid Donations Examples:

- A. During an unrelated event Player X announces their participation in the Capital Cup and asks for attendees to support the cause and their fundraising efforts. As a result, the player raises \$5,000 for the charity and provides documentation for it to be applied to their Capital Cup total.
- B. Player X sponsors / hosts an event to increase awareness to their charity. The player paid \$2,000 out of pocket for the event, a cost that would have been incurred by the charity if not for Player X's involvement, and asked that the cost (in addition to the funds raised) be applied to their Capital Cup total as an in-kind donation. This expense must be borne by the Player and not reimbursed by the charity.

- C. Player X participates in a different event benefiting his/her supported charity and raises money which goes to his/her charity, so long as the funds raised are directly related to Player X's efforts (including any "team" that Player X may assemble to assist, where Player X played a leadership role in forming such team, and where such team likely would not have supported such charity if not for the Player's efforts) and/or participation.

Invalid Donation Examples:

- A. Charity X receives a general check or online donation which is not either: i) designated to be applied to the Capital Cup, ii) solicited specifically related to Player X's participation in the Capital Cup, or iii) directly attributable to the efforts, actions or participation of Player X
- B. Player X buys an auction item from the supported Charity.

- 4. **General Rules.** The Capital Cup will be played in accordance with the rules of golf as determined by the USGA, as may be modified by local rules or the Tournament Committee. All rules, regulations, and provisions related to the Capital Cup Golf Tournament are subject to revision at any time in the sole discretion of DCA Partners and the Tournament Committee.
- 5. **Cancellation.** If the Sponsoring Entities or any other party is prevented from or interfered with in fully performing its obligations in connection with presenting the Capital Cup Golf Tournament or any other obligations related or incidental thereto, by reason of any present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, labor controversy, riot, civil disturbance, war or armed conflict, act or threat of terrorism, delay of a common carrier, inability without fault on the Sponsoring Entities part to obtain sufficient goods or services required in the conduct of its business, or by reason of any other cause or causes of any similar nature beyond the Sponsoring Entities reasonable control (all of the foregoing being herein referred to as an "Event of Force Majeure"), then the Sponsoring Entities nonperformance will not be deemed a breach of its agreement with any party, provided, however, each golfer shall, in such case, be entitled to a full refund of their \$2,500 tournament entry fee less any incurred costs associated with the tournament.
- 6. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SPONSORING ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE CAPITAL CUP GOLF TOURNAMENT OR ANY RELATED ACTIVITIES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Miscellaneous.** These rules represent the entire agreement between the Sponsoring Entities and any golfer participating in the Capital Cup Golf Tournament or any related activities and supersedes all prior negotiations, understandings and agreements (oral or written) between such parties with respect to the subject matter hereof, and each party each respectively acknowledges and agrees that they have not relied on any representations or promises in connection with their participation in Capital Cup Golf Tournament or any related activities. These rules cannot be modified or amended in any way except by a written instrument signed by the Parties. The waiver of any term, condition, or breach of these rules shall not be deemed to be a waiver of that breach or any other term or condition in the future.
8. **Release.** Each golfer and sponsoring entity, as a condition of entry into the Capital Cup Golf Tournament or any related activities, agree to release and hold harmless the Sponsoring Entities and their agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the tournament (collectively the “Released Parties”) from and against any and all liability, claims or actions of any kind relating to the Capital Cup Golf Tournament or any related activities and such release applies, without limitation to any injuries, damages, or losses to persons or property which may be sustained in connection with submitting an entry or otherwise participating in the tournament, the receipt, ownership or use of prize awarded, participating in prize-related travel or activity, or any typographical or other error in these Official Rules or the announcement or offering of the prizes.
9. **Jurisdiction, Venue and Service of Process.** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THESE RULES AND/OR CAPITAL CUP GOLF TOURNAMENT OR ANY RELATED ACTIVITIES MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND, BY ACCEPTANCE OF THESE RULES, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.
10. **Governing Law.** These rules shall be interpreted and enforced according to the laws of the State of California without regard to principles of conflict of laws.