

## **GAMEDAY MILLIONS TRIBAL SPONSOR AGREEMENT**

**THIS AGREEMENT**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between

\_\_\_\_\_(this entity being referred to hereinafter as “Sponsor”) and SportGame, Inc., a Georgia Corporation, whose address is Post Office Box 220, Ocean Springs, Mississippi 39566-0220 (hereinafter referred to as “SportGame”).

**WHEREAS**, SportGame offers contests for customers of Sponsor at no cost to the customers which will entice customers to frequent the business establishment of Sponsor; and

**WHEREAS**, Sponsor is desirous of obtaining from SportGame certain goods and services which will permit Sponsor to conduct a certain promotion “the promotion” at its business establishment.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is agreed upon by all the parties, the parties agree as follows:

1. **TERMS AND CONDITIONS:** This Agreement shall become effective on \_\_\_\_\_, 200\_\_\_\_. The official rules governing the promotion, a copy of which is attached hereto, are incorporated into this agreement by reference. Sponsor agrees that neither SportGame nor Sponsor will charge customers for their participation. No purchase shall be necessary for customers to participate. Sponsor shall offer customers, without discrimination, the free participation in the contests to be offered by SportGame. The Promotion shall be subject to rules, regulations and laws which may be applicable for Sponsor’s location. Sponsor shall make available the official rules before each contest starts.

2. **RESPONSIBILITIES OF SPONSOR:** Before the beginning of the event (game), the Sponsor must notify SportGame the event being played and the Game Piece numbers that will be distributed for that event. Once Game Pieces have been designated for a particular event, they cannot be used for any other event and will be void for any other purpose. If a Sponsor fails to designate Game Pieces for an event, no insured prizes will be awarded by SportGame.

**For Basketball and Football GameDay Million\$:** It shall be the responsibility of each Sponsor to post the Home and Visiting Teams for each game. Sponsor will award a prize for a Game Piece with an End of Quarter or Half winner.

**For Hockey GameDay Million\$:** It shall be the responsibility of each Sponsor to post the Home and Visiting Teams for each game. Sponsor will award a prize for a Game Piece with an End of Period winner.

In the event a Sponsor’s customer wins an insured prize, it shall be the responsibility of the Sponsor to notify SportGame, Inc., and transmit the original Game Piece to SportGame for verification. SportGame will then provide an Affidavit of Eligibility and Release to the Sponsor to be completed by the winner and returned to SportGame within 30 days of postmark. SportGame will be obligated to award any insured prize offered by SportGame within 30 days after receipt of the Affidavit of Eligibility and Release, assuming the winning ticket has been verified pursuant to the official rules.

3. **PRIZES:** It is the obligation of SportGame to make available insured prizes.

For the 2006-07 **hockey** season there will be one (1) \$20,000.00 prize available per week. If, in a given week, which ends on Tuesday morning, there is more than one winner for a prize, that prize shall be split equally among all winners. All winning tickets are defined in the official rules applicable to each promotion and/or event, which are incorporated herein by reference.

For the 2006-07 **basketball** season there will be one (1) \$10,000.00 prize available per week. If, in a given week, which ends on Tuesday morning, there is more than one winner for a prize, that prize shall be split equally among all winners. All winning tickets are defined in the official rules applicable to each promotion and/or event, which are incorporated herein by reference.

For the 2007-08 **football** season there will be one (1) \$25,000.00 prize and eight (8) \$1,000.00 prizes available per week. If, in a given week, which ends on Tuesday morning, there is more than one winner for a prize, that prize shall be split equally among all winners. All winning tickets are defined in the official rules applicable to each promotion and/or event, which are incorporated herein by reference.

4. **COSTS:** The Cost of the Game Pieces can be found in the price list available for a given promotion. With respect to each promotion, SportGame shall provide to the Sponsor information necessary to conduct the contest.

5. **GOVERNING LAW:**

A. This Agreement shall be deemed to be entered into on the lands held in trust by the United States for the \_\_\_\_\_ and shall be subject to all applicable laws and regulations of the \_\_\_\_\_.

B. Nothing contained in this Agreement shall grant any jurisdiction to the State or Federal Courts or any political subdivision thereof, nor constitute a waiver of the sovereign immunity of the \_\_\_\_\_, which shall be preserved inviolate.

C. Any dispute concerning the terms or conditions of this Agreement or the performance of the parties hereunder shall be brought in the \_\_\_\_\_ in \_\_\_\_\_, which shall have exclusive jurisdiction in the matter.

FOR: \_\_\_\_\_

FOR: SportGame, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_ #: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_