

GAMEDAY MILLIONS TRIBAL SPONSOR AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 201____, 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:** 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 Football GameDay Million\$: It shall be the responsibility of each Sponsor to post the Home and Visiting Teams for each game. Sponsor may award a prize for a Game Piece with an End of Quarter 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. Upon receipt of the winning Game Piece, SportGame will pay Sponsor the insured prize.

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

For the 2011-2012 **football** season there will be one (1) **\$25,000.00** prize and ten (10) \$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:**

Game Piece Pricing per Order

(Minimum Order is 200 pieces.)

| # Pieces | \$ EACH |
|----------|---------|
| 200 | \$0.50 |
| 400 | \$0.45 |
| 1000 | \$0.38 |
| 2000+ | \$0.30 |

Prices include Insurance cost and Priority Mailing

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: _____