



# Terms and Conditions

## **Play to Win Corporate Terms & Conditions, Privacy Policy, and Event Waiver (“Terms”)**

Play to Win Corp (“PTW”) will safeguard/protect your personal information for a period of time so as to effectively carry out our objectives. Acceptance of our Terms is required to become a client of PTW. Our services are not offered to individuals under the age of 14.

### **Overview**

PTW stores the names of our clients and utilizes this information through our own proprietary database. Your data is not publicly available and cannot be accessed by any 3rd parties or those not employed by PTW. We do not maintain a database accessible to non-PTW employees. If we request further details from you, it will be subject to these Terms.

### **Other Information Gathered**

PTW may have hyper-linked sponsors. PTW cannot be held responsible for the data collected by these third parties or used by them or related partners in any manner. You understand that

- PTW has no control over use of data by the 3rd party company
- PTW takes no responsibility over the accuracy or content of advertisers and is not responsible for downloads from 3rd parties that contain anything that causes computer or software harm
- PTW assumes no responsibility for the data that is garnered from the click itself or that the advertiser collects.

### **The Information We Collect:**

Includes, but is not limited to, the following:

- Name (of student athlete and guardian(s))
- Address (of student athlete and guardian(s))
- Email address (of student athlete and guardian(s))
- Phone number (of student athlete and guardian(s))
- Payment Information (Debit/Credit/ACH) - Not stored by PTW. Payment information and transactions are stored and executed by Square.
- Scholastic & Athletic Information
- Other Miscellaneous Information

### **The Way We Use Information:**

We use the data you provide and which we compile/develop and gather to assist us in providing our service. We do not share this with outside parties except to the extent necessary to facilitate our services. We will use this information only as it relates to our services (providing guidance regarding the academic and baseball components of colleges and universities).



# Terms and Conditions

**By becoming a PTW client, you acknowledge that you may receive emails from us regarding, but not limited to, the following:**

- Itineraries, Direct marketing efforts promoting or announcing a new service or program from us or our advertising partners
- Updates to our site, services, or programs, Communication protocols to follow
- Encouragement to participate in various activities offered through or endorsed by PTW
- Newsletters and/or announcements

## **Other Distribution of information**

PTW works with affiliates and business partners (for payments, marketing, program development, etc.) who may have access to your Information. Their access is limited only to the extent necessary to perform their functions and may not be used it for any other purpose.

## **Disputes and Legal Recourse**

As a consideration for relying on our services and visiting/using our site, you waive all claims and legal rights (legal or otherwise) against PTW concerning the loss, alteration, ultimate results, or misuse of information (whether intentional or not) now and for always. You also agree to indemnify (including attorney's fees) and hold PTW harmless for any and all claims that may arise from the information you have provided or from the efforts we make on your behalf.

## **Privacy Policy Changes**

From time-to-time, it may be necessary for PTW to change or modify our policy. You are encouraged to check the site routinely to make sure you are current with our policy.

## **How to Contact Us**

Should you have other questions or concerns about these privacy policies, please email us at [info@ptwsports.com](mailto:info@ptwsports.com) or mail questions to:

Play to Win Corp., 4521 PGA Blvd - #330, Palm Beach Gardens, FL 33418

*Privacy Policy - Initially Effective Date April 2014 and subject to change without Notice*

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**Reading and accepting these Terms & Conditions** (collectively called "Terms") are required before attending a PTW event or becoming a consulting client ("Client"). These Terms may change from time to time. As a Client, we encourage you to review this section periodically.

By becoming a Client, or following our guidance regarding the recruiting process, attending suggested camps and/or third-party events, you are agreeing to all the provisions of these Terms. PTW reserves the right to deny access to anyone or any company for any reason whatsoever and you agree not to bring any legal action whatsoever regarding claims or potential claims of any wrongdoing pertaining to any of these decisions.



# Terms and Conditions

## **Parties to the Terms & Conditions**

Clients, Event participants, members, coaches, administrators, affiliates, customers, and others, collectively referred to herein as "Users", are parties to this agreement.

## **Use of Information**

Any distribution or reproduction of the information (by any means whatsoever) without expressed written permission from PTW is strictly prohibited. You acknowledge that if you have not agreed to these Terms, any viewing or use is considered unauthorized. Such unlawful use may subject you to civil or criminal penalties. Unlawful use may require User to pay liquidated damages in the amount of \$100,000 (US) and the actual costs and damages for such a breach.

It is understood that registration as a client to PTW is not automatic and is subject to review by PTW. And, in our sole discretion, a determination will be made. Our decision is final and you waive any and all rights whatsoever against PTW for our decision.

## **Use of Site Content and Info Obtained from PTW**

You may not reproduce (in any way) or distribute (in any form) the content contained herein; and PTW, our name (in all forms and variations), logo, and other intellectual property may not be utilized in any way without our expressed written permission. Any statements contained within the Site regarding our members or testimonials are considered "forwarding looking statements" under the Federal Securities laws. There can be no assurance that future results will be achieved and actual results could differ materially from forecasts and statements made by PTW.

## **Reviews, Comments, Communications, And Other Content**

When providing data electronically by any means, you may submit comments and provide other content so long as the content is not illegal, threatening, or defamatory and does not invade the privacy or infringe the intellectual property of a third party. Such content may not contain viruses, mass mailings, chain letters, or "spam." You may not use a false e-mail address, impersonate another, or otherwise mislead as to the source or origin of the information. By submitting data to us, you grant PTW unrestricted use to reproduce, use, modify, publish, translate, distribute, display, print without restriction and acknowledge that such use is done so on a royalty-free, perpetual, and irrevocable basis. You recognize and accept that PTW will periodically send emails to you and that you will name us as a safe sender so that our emails will not end up in spam or be blocked. You further represent and warrant that the data you provide is accurate and you have not provided false or misleading data. Providing such data will immediately void your agreement with PTW and you will forfeit all monies paid and be obligated to complete your financial obligation. You further grant PTW a release from any and all liability for damages for use in any manner of your data and waive any and all claims and causes of action for damages for such use, including but not limited to, unauthorized use of your likeness, image, character or persona, violation of your right of publicity or privacy and for copyright and/or defamation.



# Terms and Conditions

## **Visitors & Members may not do any of the following:**

- use any data obtained through PTW for any purpose other than for the purpose it was designed for, duplicate in any manner our content without our express written consent
- frame or link to/from any area of our site (or its contents)

## **Ownership of PTW (Right to Use, Sell, or Publish the contents of site (including hyperlinking to site, co-branding, and framing)**

PTW is the sole owner of this website. Information (including information uploaded or provided by its Users) is copyrighted to PTW. Users have no rights whatsoever regarding the site content and release any such claims of ownership to PTW

## **Indemnity**

You agree to defend, indemnify, and hold harmless PTW, employees, affiliates, coaches, other staff members both salaried and on a per diem or project basis, and agents ("Indemnities") against all claims, expenses, liabilities, losses, costs, and damages, including reasonable attorney's fees, that the Indemnities may incur in connection with your involvement with PTW.

## **Applicable Laws**

All matters relating to your involvement with PTW shall be governed by U.S. federal law or the laws of the State of Florida without regard to its conflict of law principles. Any legal action or proceeding relating to such shall be instituted in a state or federal court in the jurisdiction of the State of Florida. It will be further conducted in Palm Beach County, FL if so requested by PTW and permissible. If any provision of our terms are deemed invalid or unenforceable, that determination will not affect the rest of these terms and the rest of the terms will be enforceable. For contents & accuracy of reported/advertised data, PTW absolves itself from any responsibility for the accuracy of the content of this website or materials we produce, distribute or compile. Users assume risks of viewing, using, or relying on this information. PTW makes no such warranty that such data is, in fact, accurate. Our third-party affiliations operate independently and under the guidelines of their own Terms & Conditions and Privacy Policies.

## **For Warranty**

PTW disclaims all warranties, whether expressed or implied, including the warranty of merchantability, fitness for a particular purpose, and non-infringement. PTW makes no warranties regarding accuracy, reliability, or completeness of the content, services, text, graphics, formulas, and/or links.

## **Copyright and Trademarks**

All materials contained on the website and those distributed by Play to Win, PTW, or any of its representatives are copyrighted to Play to Win Corp. Two. All rights reserved.



# Terms and Conditions

## **For Damages & Liability**

In no way shall PTW, its suppliers, or any third parties mentioned on our site or associated with us be liable for any damages resulting from the use or inability to use our website for any reason regardless whether PTW advised of the possibility of such damages. PTW is not responsible for the content of linked third-party site and makes no representations regarding the content or its accuracy, If User accesses linked third-party sites, it is at User's risk. PTW assumes no liability and makes no guarantees arising out of or in connection with any aspect of our site or services.

## **Credit Card Charges (Fraud, Payment Policy, Refund Policy, Guarantee)**

### **Fraud**

User warrants that he/she is 18+ years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which the purchase is being made and is the authorized owner of the credit card. Any violations of these requirements may cause the User to be liable for civil or criminal prosecution. User also agrees to pay liquidated damages in an amount of \$50,000 (US) per fraudulent transaction, plus actual damages. User allows PTW to use additional data gathered from credit card companies on the User in its efforts to prosecute the User and prove credit card fraud.

### **Payment Policy**

PTW encourages all participants to pay via credit card through our registration portal on the website or via phone with one of our representatives.

## **FOR CONSULTING/COUNSELING SERVICES**

You agree to the payment terms discussed with your family. If on a payment plan, you authorize PTW (through our relationship with Square) to charge your card for agreed upon purchases and understand that your information will be saved to file for future transactions on your account. If on a payment plan, all payments are expected no later than the date noted on the payment terms and summary issued by PTW. A reminder may or may not be sent to you. We do not offer a grace period. Payment is due upon receipt. If 4 days pass from the due date, the payment will be deemed as late. If payment is not made on time, PTW reserves the right to demand full payment of all outstanding monies. If you fail to make payment by the stated timeframes more than one time, PTW reserves the right to demand full payment of all outstanding monies plus a penalty of 30% of the total original fee owed. Failure to meet these demands will result in a complete suspension and/or termination of all services and PTW will seek all remedies for complete payment plus all fees (including legal) associated with its efforts to collect said monies plus the previously stated penalty of 30% of agreed upon full fee. To avoid such penalties and processes, you agree to allow PTW to attempt to charge the outstanding payment to a different credit card that you may have on file or used with the company (Square). If that occurs, and that card fails as well, PTW will seek immediate relief through all means. In no case will PTW be responsible for any of your travel fees (or travel-related fees), entry fees, instruction fees or lessons, or any other related or unrelated fees associated with playing on a team, attending a camp, participating in a showcase or other event associated with PTW or not, or any fee whatsoever.



# Terms and Conditions

## **FOR SHOWCASE/EVENTS VIA CREDIT CARD**

You agree to the following payment terms and conditions:

1. Payment in full is due upon registering for the event.
2. Participation in said event is secured only upon funds being deposited into our account

## **Refund Policy**

PTW refund policy is noted below. Refund requests MUST be made in writing and emailed to [info@ptwsports.com](mailto:info@ptwsports.com) with the words: REFUND REQUESTED in the subject line. You must also provide a valid reason for requesting such a refund. PTW may ask for additional supporting documentation before authorizing a refund.

## **For our consulting services**

The following policies are in place after the initial payment of the fee is received:

1. You may cancel within 5 days for full no questions asked refund
2. If you cancel after 5 days, but before 20 days, payment in order to equal 75% of the agreed upon FULL fee will be owed immediately and our service will be discontinued.
3. If you cancel after 20 days, no refund will be offered and the complete financial obligation will be expected. Failure to honor said commitment will bring about legal proceedings whereby You will reimburse PTW all fees (including legal) associated with its efforts to collect said monies plus a penalty of 30% of agreed upon full fee.

## **For our Showcase/Events**

The following policies are in place after payment of fee is received:

1. Your inclusion the event is guaranteed once payment is received.
2. 100% refund if cancelled at least 30 days prior to the event.
3. 50% refund if cancelled 20-29 days prior to the event.
4. No refunds/credits offered if less than 20 days notice is provided. No exceptions to this policy.
5. No refunds/credits granted due to a cancellation or change in venue or itinerary due to Act of God, Weather, Field condition, or other unforeseen circumstances beyond our control.
6. By participating in any baseball workouts or events run or sponsored by PTW or affiliated in any way with PTW, you agree to hold PTW, its employees and sub-contractors, and others affiliated with PTW (directly or indirectly) completely harmless if any injury (physical or otherwise) or harm is caused by participating/attending an event. It is understood that injuries can occur from the equipment used (balls, bats, etc), the field conditions, or other not mentioned variables and you waive all claims against PTW (employees, and affiliates), sub-contractors, and others affiliated with PTW and the event(s).

## **Promises Made & Agreement**

PTW promises that all efforts will be made for you to receive the best counsel and guidance regarding the college recruiting process. We believe we will increase your opportunities for an offer to play ball in college by educating your family and counseling you on the schools of interest to you. We believe that through your own means, you will enhance your opportunities to play in college. We will discuss the schools that best match your college criteria based on family discussions (with the academic component playing the most significant role). Other factors include courses of study, financial considerations, geography, cultural aspects, and family background. We will discuss the pros and cons of various camps



# Terms and Conditions

and/or showcases that make sense for you to increase your exposure to colleges and coaches. Included will be the merits and distinctions between the standardized tests (ACT v SAT), course load and selection, and other academic related topics. With many factors influencing the process, guarantees of offer(s) to play in college won't be made by PTW. We promise to put forth diligent effort and care. You understand when made an offer, committing to apply Early Decision, if available, may be required. We are not a database driven organization. We are not a recruiting or scouting service. We are your guide, your counselor, and your coach.

## **Not an Agent**

PTW is NOT an agent of the Student-Athlete and won't get involved in the actual transaction between Student-Athlete and college(s). We serve in the capacity of counselor and consultant. The decision of a school to show interest and/or make an offer to play ball to our student-athletes is strictly at the school's discretion. PTW will not "sell", "market", or "negotiate" these efforts and we never discuss the financial offering of a school to a player or family - that must be conducted by the player (and his/her family) directly with the coach/school. PTW takes no role whatsoever at the professional level. We will not offer opinions, direction, or counsel as it relates to the professional game.

## **Critical NCAA and NAIA Rules**

Users, Players, Families, Coaches, and all others coming into association with PTW are responsible for their own actions. Users are responsible for knowing the NCAA and NAIA's rules, regulations, and laws. Users are responsible for abiding by the rules, regulations and laws. PTW is not responsible for coaches, athletes, or others using PTW's services who violate NCAA or NAIA rules and regulations. We believe any such violations to be serious in nature regardless of the actual infraction. Violators are subject to account termination. PTW has the right to end the relationship of any User who (in our sole discretion) has violated said rules and regulations.

## **Email & Other Communication**

Your comments and opinions are important to us. However, that unless specifically requested, any creative ideas or suggestions ("Ideas") you offer or provide become the exclusive property of PTW and are not subject to any confidentiality on our part and we are not liable for any use or disclosure of said information. PTW shall own all rights to these Ideas and shall be entitled to unrestricted use of the same for any purpose without compensation to any person or entity.

## **Legal Proceedings**

User agrees, as part of the required consideration, that any cause of action (even though all rights have been waived by the User) will take place in Palm Beach County, Florida.

## **Terms Accepted & Final Acceptance**

User expressly accepts these Terms. By making a purchase on this site, the User acknowledges that they have fully read, understand, and accept these Terms and Privacy Policy. User warrants that said purchase shall be deemed to be the same as if the User had affixed their signature of approval to these state Terms.



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4521 PGA Blvd - #330  
Palm Beach Gardens, FL 33418

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