



Decisions on the Rules of Amateur Status

by

The United States Golf Association and
R&A Rules Limited

Effective January 1, 2012

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Foreword

Amateurism in sport is much less common today than in the past. As the governing authorities for the Rules of the game, the United States Golf Association (“USGA”) and R&A Rules Limited (“R&A”) have, therefore, conducted a fundamental review of the Rules of Amateur Status (“the Rules”) over the past four years.

The USGA and R&A have concluded that the distinction between amateur and professional golf should be maintained and that the wholesale removal of the limits and restrictions placed on amateur golfers is not in the best interests of the modern game. In particular, it is agreed that because amateur golf is largely self-regulating, both in terms of the playing Rules and handicapping, uncontrolled financial incentive could place too much pressure on these important features and could be detrimental to the integrity of the game.

The fundamental aims of the new Rules are:

- an internationally accepted position that is in the best interests of the game;
- a modern Code that, where appropriate, is faithful to the traditions of the game;
- a Code that has longevity and is enforceable; and
- a Code that works for all aspects of the game (i.e., club golf, elite amateur golf and professional golf (at its various levels)).

Through appropriate limits and restrictions, the Rules are intended to encourage amateur golfers to focus on the game’s challenges and inherent rewards, rather than any financial gain.

The USGA and R&A believe that this new Code strikes the right balance in preserving the traditional character of the amateur game while acknowledging that young, talented golfers may need more support.

At the same time, it recognizes that varying social and economic conditions create different challenges for individuals and organizations from country to country and that emerging golfing countries, in particular, may need more liberal and flexible structures to help the game develop. The principal changes are summarized on pages 5 and 6.

It is against that background that the USGA and R&A have formulated these new Rules of Amateur Status.

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September 2011

Amendments to 2008-2011 Edition

DEFINITIONS

Amateur Golfer

The Definition is amended to establish more clearly that an “amateur golfer,” regardless of whether he plays competitively or recreationally, is one who plays golf for the challenge it presents, not as a profession and not for financial gain.

Golf Skill or Reputation

A time limit of five years is introduced for the retention of “golf reputation” after the player’s golf skill has diminished.

Prize Vouchers

The Definition is expanded to allow prize vouchers to be used for the purchase of goods or services from a golf club.

RULES

Rule 1-3 Amateurism; Purpose of the Rules

Rule 1-3 is amended to re-state why there is a distinction between amateur and professional golf and why certain limits and restrictions are needed in the amateur game.

Rule 2-1 Professionalism; General

The existing Rules on professionalism are consolidated and re-formatted into new Rule 2-1.

Rule 2-2 Professionalism; Contracts and Agreements

National Golf Unions or Associations - New Rule 2-2(a) is added to allow an amateur golfer to enter into a contract and/or agreement with his national golf union or association, provided he does not obtain any financial gain, directly or indirectly, while still an amateur golfer.

Professional Agents, Sponsors and Other Third Parties - New Rule 2-2(b) is added to allow an amateur golfer, who is at least 18 years of age, to enter into a contract and/or agreement with a third party solely in relation to the golfer's future as a professional golfer, provided he does not obtain any financial gain, directly or indirectly, while still an amateur golfer.

Rule 4-3 Subsistence Expenses

New Rule added to allow an amateur golfer to receive subsistence expenses to assist with general living costs, provided the expenses are approved by and paid through the player's national golf union or association.

NEW DECISIONS

- 2-1/13 Meaning of "Non-Amateur" Golfer
- 2-2/1 Contracts and Agreements; Examples of Permissible and Non-Permissible Contracts
- 2-2/2 Amateur Golfer Enters Contract and/or Agreement with Equipment Manufacturer and Uses Manufacturer's Equipment While Still Amateur
- 2-2/3 Amateur Golfer in Receipt of Educational Golf Scholarship Enters into Contract and/or Agreement with Third Party
- 3/1 Prizes and Informal Gambling

- 3-1/7 Playing for Poker Chips
- 3-2a/23 Prizes Awarded for Golf Played on Video Games
- 3-2b/1 Clarification of Hole-in-One Prizes and Eligible Competitions
- 4/2 Meaning of "Junior Golfer"
- 4-1/5 Approval of Expenses to Play in Pro-Am Competitions
- 4-2c/9 Approval of Competition Expenses for Disabled Amateur Golfers
- 4-3/1 Meaning of "Reasonable Subsistence Expenses"
- 4-3/2 Meaning of "Applicable Socio-Economic Conditions"
- 4-3/3 Golf-Related Expenses
- 6/2 Definition of Golf Skill for Disabled Amateur Golfer
- 6/4 Amateur Golfer Regains Golf Skill or Reputation
- 6-2/22 Commercial Websites
- 6-5/3 Golfer in Receipt of NCAA Scholarship Accepts Expenses from Other Sources
- 6-6/5 Player Offered Financial Assistance by Club
- 7-2/5 Participation in Online Golf Competition
- 8-3/1 Appeals Procedures
- 9-2b/4 Guidelines for Breaches of Rules Not Relating to Professionalism
- 9-3/1 Applicant for Reinstatement Provides False or Incomplete Information

REVISED DECISIONS

The following Decisions have been substantially revised:

- 2-1/1 Professional Intent: Making Inquiries About Prospects
Amended to reflect the ability to enter into a contract and/or

an agreement with a third party relating to the golfer's future as a professional.

- 2-1/8 Conditions Under Which Loan to Pay Expenses Permissible
Expanded to confirm that there are no restrictions to accepting commercial loans.
- 2-1/10 Membership of Professional Golfers' Association by Amateur Golfer
Amended to confirm that membership of a Professional Golfers' Association in a category that does not confer any playing rights and is purely for administrative purposes is acceptable.
- 2-1/11 Professional Intent: Application to Become Tournament Player
Amended to include the recommended wording for prize money waiver.
- 3-1/3 Cash Prize to Club of Winning Player or Team
Amended to clarify that the Rule applies to individual prizes as well as team prizes.
- 3-2a/1 Symbolic Prizes
Amended to clarify that utilitarian prizes are not symbolic prizes regardless of any engraving or markings.
- 3-2a/16 Prize Limit – Foreign Currency
Amended to clarify that variances in currency are inevitable and when a review of the prize limit is appropriate.
- 3-2a/17 Prize of Invitation to Play in Pro-Am
Amended to clarify the particular circumstances in which an amateur can accept a prize of an invitation to play in a pro-am competition.

3-2a/21 Policy on Prize Vouchers

The guidelines have been updated to reflect the revised, more liberal, Definition of Prize Vouchers.

3-2a/22 Prize of Year's Dues to Golf Club

Amended to permit a prize of a year's dues provided its value is within the prize limit.

4/1 Clarification of "Competition Expenses"

Amended to distinguish between golf-related, subsistence and competition expenses.

4-1/4 Expenses Organized or Covered by Competition Sponsor

Amended to clarify what expenses a sponsor can cover.

4-2c/1 Invitation to National Amateur Championship with Competition Expenses Paid

Amended to clarify that expenses may be received provided they are approved and paid through the national golf union or association or the body controlling golf in the territory where the amateur is competing.

4-2c/2 Approach to Sponsor by Amateur Golfer

Amended to clarify that the amateur must not enter into any contract and/or agreement unless it relates to the golfer's future as a professional.

4-2c/4 Approval and Payment of Competition Expenses for International Individual Events

Amended to clarify the procedure for approval and payment of expenses.

6-5/1 Guidelines for Educational Grants, Scholarships and Bursaries

The guidelines have been updated to provide guidance to

amateur golfers in receipt of an educational grant, scholarship or bursary.

- 6-5/2 Administration of Golf-Related Educational Grants, Scholarships or Bursaries
Revised to permit the University or College to administer expenses for (i) external events and (ii) individual events, with the permission of the Governing Body.
- 6-6/2 Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Dues
Amended to clarify that it is only a breach of the Rules when the offer is made as an inducement to play for that Club.

The following Decisions contain only minor amendments:

- 2-1/2 Employment as Shop Assistant in Professional's Shop
- 2-1/5 Employment as Salesman of Golf Equipment
- 2-1/6 Former Golf Professional Wishes to Run Retail Golf Shop and Join Golf Club
- 2-1/7 Educational Courses: Participation in Courses for Prospective Professionals or Golf Coaches
- 2-1/12 Amateur Golfer Enters for Professional Tour; When Breach Occurs
- 3-1/1 Nearest to the Hole, Long Drive and Putting Contests Offering Prize Money
- 3-1/2 Prize Money Placed in Trust Fund
- 3-1/5 Amateur Golfer Plays for Cash Prize in a Golf Skills Challenge
- 3-1/6 Shares, Stocks or Bonds as a Prize
- 3-2a/2 Whether "Retail Value" Includes Discount Prices

- 3-2a/3 Participation in Event with Improper Prize
- 3-2a/5 Prize for Quiz Not Involving Playing Golf
- 3-2a/6 Prizes at Driving Ranges or Golf Simulators
- 3-2a/7 Definition of "Golf Course"
- 3-2a/8 Award of Prize to Club by Commercial Sponsor
- 3-2a/10 Clarification of "Total Prizes or Prize Vouchers in Any One Competition or Series of Competitions"
- 3-2a/11 Two 36-Hole Competitions Also Run as 72-Hole Event; Prizes Individuals May Accept
- 3-2a/12 Prize for Order of Merit
- 3-2a/13 Policy on Raffles, Prize Draws, etc.
- 3-2a/18 Club Permitting Competition for Excessive Prizes
- 3-2a/19 Conditions Under Which Expenses-Paid Trip as Prize Permissible
- 3-3/1 Examples of Testimonial Awards
- 4-1/3 Loan of Automobile by Sponsor
- 4-2a/1 Family Member of Player Accepts Money from Outside Source to Pay Player's Competition Expenses
- 4-2b/1 Junior Golfer Accepting Expenses from Sponsor for Golf Visit to Another Country
- 4-2c/3 Competition Expenses of Junior Golfers to Non-Junior Events
- 4-2c/5 Payment of Competition Expenses in Kind
- 4-2c/6 Payment of Competition Expenses by University or College
- 4-2c/7 Expenses Limited to Specific Number of Competitive Days
- 4-2c/8 Meaning of "Other Similar Source"

- 4-2d/2 Clarification of "Team Competition"
- 4-2d/3 Meaning of "Union," "Association" and "Golf Club"
- 4-2d/4 Sponsorship of International Team Match
- 4-2d/5 Sponsored Club Team Competition with Final Abroad
- 4-2d/6 Payment of Expenses to Club Teams at Training Camps
- 4-2d/7 Payment of Substitute Teacher When Representing Regional or County Golf Union or Association
- 4-2g/1 Guidelines for Organizers and Commercial Sponsors of Amateur Golf Events; Whether Expenses May be Paid
- 5-1/4 Donation to Charity at Suggestion of Instructor
- 5-2a/2 Meaning of "Educational Institution or System" and "Camp or Similar Organized Program"
- 5-2b/1 Payment for Golf Instruction as Part of Approved Program
- 5-3/1 Conditions Under Which Well-Known Amateur May Write Instructional Articles for No Compensation
- 6/1 Meaning of "Competes at an Elite Level"
- 6/3 Whether Amateur Golfer Retains Golf Skill or Reputation
- 6-2/1 Writing Articles to Advertise Own Business
- 6-2/2 Employee Appears as Golfer in Company Advertisement
- 6-2/3 Company Brochure Containing Reference to Golfing Achievements
- 6-2/4 Amateur Golfer Promotes Own Company in Magazine
- 6-2/5 Amateur Golfer Appears in Advertisement Without Payment or Compensation
- 6-2/6 Magazine Competition

- 6-2/7 Celebrity Advertising Golf Wear
- 6-2/8 Proposal to Invite Leading Golfers to Advertise Golfing Holidays
- 6-2/9 Policy on Issue of Free Equipment to Amateur Golfers
- 6-2/10 Guidelines for Issue of Free Equipment to Amateur Golfers
- 6-2/11 Gift of Golf Clubs and Clothing to Encourage Amateur Golfer
- 6-2/12 Meaning of "Equipment"
- 6-2/13 Policy on Names on Golf Equipment and Clothing
- 6-2/14 Commercial Logos on Golf Bags
- 6-2/15 Commercial Sponsorship of Amateur Golf – Policy on Publicity for Sponsors
- 6-2/16 Clothing or Equipment Supplied for Team/Squad Used in Individual Event
- 6-2/17 Vehicle with Advertising Slogan Used by Amateur Golfers Representing Team or Squad
- 6-2/18 Names on Automobile
- 6-2/19 Fund Raising to Create Trust Fund for Amateur Golfer
- 6-2/20 Meaning of "Golf Competition or Other Event" and "in the Best Interests of, or Would Contribute to the Development of the Game" in Exception to Rule 6-2
- 6-3/1 Amateur Golfers Offered Free Meals and Remission of Entry Fee
- 6-3/2 Amateur Golfer Accepts Expenses as Leader of Golf Tour
- 6-3/3 Payment of Fee and Expenses for Television Appearance
- 6-3/4 Amateur Golfer Offered Free or Reduced Dues for Representing Club

- 6-3/5 Personal Appearance by Celebrity for Fee
- 6-4/1 Writing Article on Fitness and Golf
- 6-4/2 Royalties for Instructional Publications Written Prior to Reinstatement to Amateur Status
- 7-2/1 Deferring Acceptance of Excessive Prize
- 7-2/2 Meaning of "Sweepstake," "Auction Sweepstake" and "Calcutta"
- 7-2/3 Participation in Auction Sweepstake/Calcutta
- 7-2/4 Acceptance of Compensation for Competing in Calcutta
- 8-1/1 Whether Committee Should Consider All Possible Breaches of Rules
- 8-1/2 Procedure for Enforcement of Rules When Breach Occurs Outside Country in Which Amateur Golfer Resides
- 9-2b/1 Applicant for Reinstatement Worked as Professional Golfer During Summer Only
- 9-2e/2 Prize Limits for Applicants Awaiting Reinstatement

RE-NUMBERED DECISIONS

- 2-1/9 Players' Ability Test (Formerly 2-2/1)
- 2-1/10 Membership of Professional Golfers' Association by Amateur Golfer (Formerly 2-2/2)
- 2-1/11 Professional Intent: Application to Become a Tournament Player (Formerly 2-2/3)
- 2-1/12 Amateur Golfer Enters for Professional Tour; When Breach Occurs (Formerly 2-2/4)
- 3-1/4 Amateur in Televised Match with Professionals for Money Prizes; Proceeds Donated Directly to Charity (Formerly 3-1/6)

- 3-1/5 Amateur Golfer Plays for Cash Prize in Golf Skills Challenge (Formerly 3-1/7)
- 3-1/6 Stocks, Shares or Bonds as a Prize (Formerly 3-1/8)
- 3-2a/21 Policy on Prize Vouchers (Formerly 3-2b/2)
- 3-2a/22 Prize of Year's Dues to Golf Club (Formerly 3-2b/4)
- 3-2b/2 Insurance Policy for Hole-in-One (Formerly 3-2a/23)
- 3-2b/3 Hole-in-One Sweepstakes (Formerly 3-2a/25)
- 4-2g/1 Guidelines for Organizers and Commercial Sponsors of Amateur Golf Events; Whether Expenses May be Paid (Formerly 4-2g/2)
- 6/3 Whether Amateur Golfer Retains Golf Skill or Reputation (Formerly 6/2)
- 6-5/2 Administration of Golf-Related Educational Grants, Scholarships or Bursaries (Formerly 6-5/4)

WITHDRAWN DECISIONS

- 3-1/4 Cash Prize to Club of Player Making Hole-in-One
- 3-1/5 Prominent Golfer Taking Part in Other Sports to Win Cash Prize for Golf Union or Association
- 3-2a/21 Prize for Longest Drive, Nearest the Hole, etc.
- 3-2a/22 Clarification of Hole-in-One Exception
- 3-2a/24 Quiz Limited to Players Who Achieve a Hole-in-One
- 3-2b/1 Exchanging or Selling Prize
- 3-2b/3 Voucher to Open Investment Account
- 4-2c/9 No Regional, State or County Union or Association Exists
- 4-2g/1 Sponsorship of Amateur Golf Events; Whether Free Meals or Refreshments Permitted

- 6-5/2 Subsistence Allowance
- 6-5/3 Administration of Monies Given to Amateur Golfer to Assist With Golf Related Expenses

Decisions on the Rules of Amateur Status Effective January 1, 2012

Preamble

The USGA reserves the right to change the Rules of Amateur Status and to make and change the interpretations of the Rules of Amateur Status at any time. For up to date information, please contact the USGA or refer to www.usga.org.

In the Rules of Amateur Status, the gender used in relation to any person is understood to include both genders.

Definitions

The Definitions are listed alphabetically and, in the *Rules* themselves, defined terms are in *italics*.

Amateur Golfer

An "*amateur golfer*," whether he plays competitively or recreationally, is one who plays golf for the challenge it presents, not as a profession and not for financial gain.

Committee

The "*Committee*" is the appropriate *Committee* of the *Governing Body*.

Golf Skill or Reputation

It is a matter for the *Governing Body* to decide whether a particular *amateur golfer* has *golf skill or reputation*.

Generally, an *amateur golfer* is only considered to have *golf skill* if he:

- (a) has had competitive success at regional or national level or has been selected to represent his national, regional, state or county golf union or association; or
- (b) competes at an elite level.

Golf reputation can only be gained through *golf skill* and such *reputation* is deemed to continue for five years after that player's *golf skill* has fallen below the standard set by the *Governing Body*.

Governing Body

The “*Governing Body*” for the administration of the Rules of Amateur Status in any country is the national golf union or association of that country.

Note: In Great Britain and Ireland, the R&A is the *Governing Body*.

Instruction

“*Instruction*” covers teaching the physical aspects of playing golf, i.e., the actual mechanics of swinging a golf club and hitting a golf ball.

Note: *Instruction* does not cover teaching the psychological aspects of the game or the etiquette or Rules of Golf.

Junior Golfer

A “*junior golfer*” is an *amateur golfer* who has not reached a specified age as determined by the *Governing Body*.

Prize Voucher

A “*prize voucher*” is a voucher, gift certificate, gift card, or the like approved by the Committee in charge of a competition for the purchase of goods or services from a professional’s shop, a golf club or other retail source.

R&A

The “R&A” means R&A Rules Limited.

Retail Value

The “*retail value*” of a prize is the price at which the prize is generally available from a retail source at the time of the award.

Rule or Rules

The term “*Rule*” or “*Rules*” refers to the Rules of Amateur Status and their interpretations as contained in “*Decisions on the Rules of Amateur Status*.”

Symbolic Prize

A “*symbolic prize*” is a trophy made of gold, silver, ceramic, glass or the like that is permanently and distinctively engraved.

Testimonial Award

A “*testimonial award*” is an award for notable performances or contributions to golf as distinguished from competition prizes. A *testimonial award* may not be a monetary award.

USGA

The “USGA” means the United States Golf Association.

RULE 1

Amateurism

I-1. General

An *amateur golfer* must play the game and conduct himself in accordance with the *Rules*.

I-2. Amateur Status

Amateur Status is a universal condition of eligibility for playing in golf competitions as an *amateur golfer*. A person who acts contrary to the *Rules* may forfeit his amateur status and as a result will be ineligible to play in amateur competitions.

I-3. Purpose of the Rules

The purpose of the *Rules* is to maintain the distinction between amateur and professional golf and to ensure that amateur golf, which is largely self-regulating with regard to the Rules of Golf and handicapping, is free from the pressures that may follow from uncontrolled sponsorship and financial incentive.

Through appropriate limits and restrictions, the *Rules* are also intended to encourage amateur golfers to focus on the game’s challenges and inherent rewards, rather than any financial gain.

I-4. Doubt as to Rules

A person who is in doubt as to whether taking a proposed course of action is permitted under the *Rules* should consult the *Governing Body*.

An organizer or sponsor of an amateur golf competition or a competition involving *amateur golfers* who is in doubt as to whether a proposal is in accordance with the *Rules* should consult the *Governing Body*.

Decisions Relating to Rule 1:

- 6-2/9 Policy on Issue of Free Equipment to Amateur Golfers
- 7-2/2 Meaning of “Sweepstake,” “Auction Sweepstake” and “Calcutta”
- 7-2/4 Acceptance of Compensation for Competing in Calcutta
- Policy on Gambling – see Appendix

RULE 2 Professionalism

2-1. General

An *amateur golfer* must not conduct or identify himself as a professional golfer.

For the purpose of applying these *Rules*, a professional golfer is one who:

- plays the game as his profession; or
- works as a professional golfer; or
- enters a golf competition as a professional; or
- holds or retains membership of any Professional Golfers' Association (PGA); or
- holds or retains membership of a Professional Tour limited exclusively to professional golfers.

Exception: An *amateur golfer* may hold or retain a category of PGA membership, provided this category does not confer any playing rights and it is purely for administrative purposes.

Note 1: An *amateur golfer* may inquire as to his likely prospects as a professional golfer; including applying unsuccessfully for the position of a professional golfer; and he may work in a professional's shop and receive payment or compensation, provided he does not infringe the *Rules* in any other way.

Note 2: If an *amateur golfer* must compete in one or more qualifying competitions in order to be eligible for membership of a Professional Tour, he may enter and play in such qualifying competitions without forfeiting his Amateur Status, provided, in advance of play and in writing, he waives his right to any prize money in the competition.

2-2. Contracts and Agreements

(a) National Golf Unions or Associations

An *amateur golfer* may enter into a contract and/or an agreement with his national golf union or association, provided that he does not obtain

payment, compensation or any financial gain, directly or indirectly, while still an *amateur golfer*, except as otherwise provided in the *Rules*.

(b) Professional Agents, Sponsors and Other Third Parties

An *amateur golfer* may enter into a contract and/or an agreement with a third party (including but not limited to a professional agent or a sponsor), provided:

- (i) the golfer is at least 18 years of age,
- (ii) the contract or agreement is solely in relation to the golfer's future as a professional golfer and does not stipulate playing in certain amateur or professional events as an *amateur golfer*, and
- (iii) except as otherwise provided in the *Rules*, the *amateur golfer* does not obtain payment, compensation or any financial gain, directly or indirectly, while still an *amateur golfer*.

Exception: In special individual circumstances, an *amateur golfer* under the age of 18 may apply to the *Governing Body* to be allowed to enter into such a contract, provided it is of no more than 12 months duration and it is non-renewable.

Note 1: An *amateur golfer* is advised to consult the *Governing Body* prior to signing any such third party contract and/or agreement to ensure that it complies with the *Rules*.

Note 2: If an *amateur golfer* is in receipt of an educational golf scholarship (see Rule 6-5), or may apply for such a scholarship in the future, he is advised to contact the national body regulating such scholarships and/or the relevant educational institution to ensure that any third party contracts and/or agreements are allowable under the applicable scholarship regulations.

General

2-1/1

Professional Intent: Making Inquiries About Prospects

Q. An amateur golfer makes inquiries as to what is involved in becoming

a professional golfer and obtains an opinion on his likely prospects. Is he in breach of Rule 2-1?

A. No. It is not only permissible but very sensible for an amateur golfer to make such inquiries before making the important decision of turning professional.

However, an amateur golfer must not:

- accept a job or openly advertise his services as a professional golfer; or
- enter into a contract and/or an agreement with a professional agent, sponsor or other third party, written or otherwise, to become a professional at some time in the future and in return obtain payment, compensation or any financial gain while still an amateur golfer (Rule 2-2(b)). (Revised)

2-1/2

Employment as Shop Assistant in Professional's Shop

Q. May an amateur golfer take a job as a shop assistant with a professional, for which he receives a weekly wage, without forfeiting his Amateur Status?

A. Yes, provided he does not infringe the Rules in any way, e.g., he must not play golf with anyone for a fee, give golf instruction as part of his duties as a shop assistant or play for prize money. He may learn how to repair clubs and give instruction free of charge outside his employment.

The same answer applies to people who may be attached to professional golfers in work experience trainee programs. (Revised)

Related Decisions:

- 5-1/2 Golf Manager or Golf Shop Assistant Giving Instruction
- 5-1/3 Shop Assistant's Duties Include Demonstration of Golf Swing

2-1/3

Professional or Assistant Professional in Title Only

Q. A person performs the normal duties of a shop assistant, gives no instruction and otherwise does not breach the Rules except by calling himself a professional or assistant professional. Has he breached Rule 2-1 for identifying himself as a professional?

A. Yes.

2-1/4

Examples of Permissible Jobs Under Rule 2-1

Listed below are some examples of paid positions a person may hold within the golf industry without endangering his Amateur Status, provided he conforms with the other Rules:

1. Caddie.
2. Shop retailer or assistant.
3. Club-maker or repairer.
4. Greenkeeper or course manager.
5. Course ranger or starter.
6. Employee of an equipment manufacturer.
7. Director of golf or golf administrator.

2-1/5

Employment as Salesman of Golf Equipment

Q. May an amateur golfer of golf skill or reputation be employed by a golf equipment manufacturer to sell golf merchandise?

A. Yes, provided he does not infringe the Rules in any other way, e.g., he must not allow his name or likeness to be used to promote the golf equipment (Rule 6-2). (Revised)

Related Decision:

- 4-1/2 Salesman of Golf Equipment Accepts Expenses to Play in Amateur Events

2-1/6

Former Golf Professional Wishes to Run Retail Golf Shop and Join Golf Club

Q. A former professional has resigned from the PGA and applied for reinstatement to Amateur Status. While awaiting reinstatement, is he permitted to run a retail golf shop and join a Golf Club and, with the permission of the Committee at the Club, play in Club competitions?

A. Yes, subject to the following important provisions:

1. When running his shop, he must not promote the fact that he had previously been a professional by advertising the availability of "professional advice" or by

referring to the fact that he had previously been a professional; if he did so, he would be guilty of "Professionalism" in breach of Rule 2-1.

2. He must not allow his golf skill or reputation as a professional to be used in any way for the advertisement or sale of anything in breach of Rule 6-2.
3. When he joins a Golf Club, which he is entitled to do, he must not play with members for the purpose of selling them golf clubs, golf equipment, etc. or giving them instruction in breach of Rule 2-1 and Rule 5-1.

If the person concerned was found to be in breach of any of the three provisions listed above, his application for reinstatement would become null and void. (Revised)

2-1/7

Educational Courses: Participation in Courses for Prospective Professionals or Golf Coaches

Participation in a program (e.g., Professional Golf Management Programs) designed to or having the purpose of preparing students to become golf professionals or golf coaches does not, by itself, breach Rule 2-1. However, a student must ensure that he does not breach any other Rule. (Revised)

2-1/8

Conditions Under Which Loan to Pay Expenses Permissible

Q. May an amateur golfer accept a loan from an outside source allowing the player to defer repayment until he becomes a professional?

A. Yes. The loan must entail no obligation on the part of the player other than to repay it. Specifically, the player, when he becomes a professional, is legally free to execute an agreement with a sponsor, agent or group who are not those who advanced the loan. The loan must also carry a reasonable interest rate.

However, a player of golf skill or reputation may not accept a loan from a professional agent or sponsor. An amateur golfer may accept a commercial loan, e.g., a bank loan, without restriction. (Revised)

Membership of Professional Golfers' Organizations

2-1/9

Players' Ability Test

Participation in a PGA Players' Ability Test does not, by itself, constitute a breach of the Rules. (Formerly 2-2/1)

2-1/10

Membership of Professional Golfers' Association by Amateur Golfer

Q. May an amateur golfer hold or retain membership of a Professional Golfers' Association?

A. No, unless it is in a category that does not confer any playing rights and is purely for administrative purposes. It is acceptable for an amateur golfer to serve on the board of a PGA or similar organization. (Revised - Formerly 2-2/2)

2-1/11

Professional Intent: Application to Become Tournament Player

Q. An amateur golfer wishes to become a professional tournament player. He may make general inquiries, such as whether a player of his record would be likely to be considered by a Professional Golfers' Association as a tournament player, without losing his Amateur Status. However, in view of the fact that PGAs from around the world determine their tournament player category of membership in different ways, how is Rule 2-1 interpreted?

A. Membership by Application

If an amateur golfer is able to become a professional tournament player simply by successful application, he forfeits his Amateur Status when he makes a formal application to become a tournament player, even if the application is turned down. The breach occurs when he posts the application.

Qualifying Schools

If an amateur golfer must compete in one or more qualifying competitions in which prize money is offered to become a tournament player, he may enter and play without forfeiture of Amateur Status, provided that in advance of play and in writing he waives his right to any prize money. An amateur golfer who fails to do so is in breach of the Rules. Otherwise, the breach occurs when, having qualified, he accepts an offer of, or applies for, membership. An acceptable form of wording for a waiver is as follows:

"I, the undersigned, hereby waive the right to earn any prize money as a result of my performance in [name and date of event].

Signed:

Name:

Date:"

(Revised - Formerly 2-2/3)

2-1/12**Amateur Golfer Enters for Professional Tour; When Breach Occurs**

Q. Does an amateur golfer forfeit his Amateur Status if he files an application for a qualifying competition to become a professional tournament player; without waiving his right in writing to any prize money?

A. No. An amateur golfer forfeits his Amateur Status only when he participates in a qualifying competition to become a professional tournament player without first waiving his right in writing to any prize money. Therefore, an amateur golfer who enters such a competition without first waiving his right to prize money remains eligible to play in amateur competitions before the qualifying competition, provided he conforms to the Rules (e.g., he does not identify himself as a professional golfer). (Revised - Formerly 2-2/4)

2-1/13**Meaning of “Non-Amateur” Golfer**

Q. What is meant by the term “non-amateur” golfer?

A. Rule 2-1 states that an amateur golfer must not conduct or identify himself as a professional golfer and provides examples of behavior that would render an individual a professional. However, an amateur golfer is not considered to be a professional golfer simply because he has breached the Rules, e.g., accepted a non-conforming prize or given instruction for payment. Such individuals are considered to be “non-amateurs” rather than professionals who have rights, playing or otherwise, on a professional tour or with a PGA. (New)

Contracts and Agreements**2-2/1****Contracts and Agreements; Examples of Permissible and Non-Permissible Contracts**

An amateur golfer may enter into a contract and/or an agreement with his national golf union or association. In addition, an amateur golfer who is at least 18 years of age may enter into a contract and/or an agreement with a professional agent, sponsor and other third party. Examples of permissible and non-permissible contracts and/or agreements include but are not limited to the following:

Permissible

1. A contract and/or an agreement with a national golf union or association to pay back the investment in an amateur golfer's development once the amateur golfer turns professional, e.g., a straight repayment of the sum invested or a percentage of the player's earnings as a professional golfer; whether over a certain period of time and/or once the player's earnings reach a certain level.
2. A contract and/or an agreement with a national golf union or association to spend a certain amount of time on promotion or development activities once the amateur golfer turns professional.
3. A contract and/or an agreement with a national golf union or association to attend certain training programs, to participate in promotional activities, to play in certain events or to wear the official national golf union or association clothing when representing that union or association.
4. A contract and/or an agreement with a professional agent to be represented by that agent on turning professional, including any financial arrangements, provided no financial benefit is obtained by the amateur golfer while still an amateur golfer and he does not infringe the Rules in any other way, e.g., by allowing his name or likeness to be used to promote or sell anything (Rule 6-2).

Non-permissible

1. A contract and/or an agreement with a professional agent, sponsor or other third party to play in certain amateur or professional events while still an amateur golfer.
2. A contract and/or an agreement with a professional agent, sponsor or other third party to play with certain branded equipment as an amateur golfer. However, an amateur golfer may accept golf equipment from anyone dealing in such equipment (Note 1 to Rule 6-2).

An amateur golfer under the age of 18 may also enter into a contract and/or an agreement with a professional agent, sponsor or other third party with the permission of his Governing Body (Exception to Rule 2-2).

In all cases, an amateur golfer would be advised to consult with his Governing Body or to seek independent legal advice prior to signing any such contract and/or agreement. (New)

2-2/2**Amateur Golfer Enters Contract and/or Agreement with Equipment Manufacturer and Uses Manufacturer's Equipment While Still Amateur**

Q. May an amateur golfer enter into a contract and/or an agreement with an equipment manufacturer to play certain equipment on turning professional and use that manufacturer's equipment while still an amateur?

A. Yes, provided he is at least 18 years of age and he is not contractually obliged to use that equipment while an amateur golfer.

Normally an amateur golfer would not be able to receive any financial benefit while still an amateur. However, in this particular case, the phrase "except as otherwise provided in the Rules" in Rule 2-2(b)(iii) means that the amateur golfer may receive and play with the manufacturer's equipment (as permitted Note 1 to Rule 6-2), provided the contract and/or agreement with the manufacturer only covers his career as a professional, not as an amateur golfer.

A similar situation would apply with other sponsors, e.g., clothing, car and the like.

An amateur golfer under the age of 18 may also enter into such contracts and/or agreements with the permission of his Governing Body (Exception to Rule 2-2). (New)

2-2/3**Amateur Golfer in Receipt of Educational Golf Scholarship Enters into Contract and/or Agreement with Third Party**

Q. May an amateur golfer in receipt of an educational golf scholarship enter into a contract and/or an agreement with a professional agent, sponsor or other third party?

A. Yes. However, while such a contract and/or an agreement may be permissible under the Rules, it may be contrary to the terms of the educational golf scholarship. An amateur golfer would be advised to contact the national body regulating such scholarships and/or the relevant educational institution for advice. (New)

RULE 3**Prizes****3-1. Playing for Prize Money**

An *amateur golfer* must not play golf for prize money or its equivalent in a match, competition or exhibition.

However, an *amateur golfer* may participate in a golf match, competition or exhibition where prize money or its equivalent is offered, provided that prior to participation he waives his right to accept prize money in that event.

Exception: Where prize money is offered for a hole-in-one made while playing a round of golf, an *amateur golfer* is not required to waive his right to accept that prize money prior to participation (see Rule 3-2b).

(Conduct contrary to the purpose of the Rules – see Rule 7-2)

(Policy on gambling – see Appendix)

3-2. Prize Limits**a. General**

An *amateur golfer* must not accept a prize (other than a *symbolic prize*) or *prize voucher* of retail value in excess of \$750 or the equivalent, or such a lesser figure as may be decided by the *Governing Body*. This limit applies to the total prizes or *prize vouchers* received by an *amateur golfer* in any one competition or series of competitions.

Exception: Hole-in-one prizes – see Rule 3-2b.

Note 1: The prize limits apply to any form of golf competition, whether on a golf course, driving range or golf simulator; including nearest the hole and longest drive competitions.

Note 2: The responsibility to prove the *retail value* of a particular prize rests with the Committee in charge of the competition.

Note 3: It is recommended that the total value of prizes in a gross competition, or each division of a handicap competition, should not exceed twice the prescribed limit in an 18-hole competition, three times in a 36-hole competition, five times in a 54-hole competition and six times in a 72-hole competition.

b. Hole-in-One Prizes

An *amateur golfer* may accept a prize in excess of the limit in Rule 3-2a, including a cash prize, for a hole-in-one made while playing a round of golf.

Note: The hole-in-one must be made during a round of golf and be incidental to that round. Separate multiple-entry contests, contests conducted other than on a golf course (e.g., on a driving range or golf simulator) and putting contests do not qualify under this provision and are subject to the restrictions and limits in Rules 3-1 and 3-2a.

3-3. Testimonial Awards

a. General

An *amateur golfer* must not accept a *testimonial award of retail value* in excess of the limits prescribed in Rule 3-2.

b. Multiple Awards

An *amateur golfer* may accept more than one *testimonial award* from different donors, even though their total *retail value* exceeds the prescribed limit, provided they are not presented so as to evade the limit for a single award.

3/1

Prizes and Informal Gambling

An amateur golfer is limited to the prizes he can win as prescribed in Rule 3. However, competition prizes are not to be confused with informal gambling, such as sweepstakes. Provided informal gambling is consistent with the principles in the Policy on Gambling (Appendix), it is permitted to award relatively small cash prizes for sweepstakes and the like, as this is incidental to the golf competition and the competition's actual prizes. (New)

Playing for Prize Money

3-1/1

Nearest to the Hole, Long Drive and Putting Contests Offering Prize Money

Q. If a player competes in a nearest to the hole, long drive or putting contest for a cash prize, is he considered to be "playing for prize money," in breach of Rule 3-1?

A. No. Playing in such competitions is not considered to be a breach of Rule 3-1. However, a player who accepts a cash prize would be liable for forfeiture of Amateur Status under Rule 3-1. (Revised)

3-1/2

Prize Money Placed in Trust Fund

Q. Is it permissible for an amateur golfer to compete with professionals for prize money, with any prize money that is won by the amateur golfer put in a trust fund for the future development of amateur golfers?

A. No. Such an act would be a breach of Rule 3-1. (Revised)

Related Decision:

- 6-2/19 Fund Raising to Create Trust Fund for Amateur Golfer

3-1/3

Cash Prize to Club of Winning Player or Team

Q. May the sponsor of an individual or team competition, in addition to giving prizes to an individual or team, give a cash prize to the winning player's or team's home Club?

A. No. Playing for such a prize would result in the forfeiture of Amateur Status of all those playing in the competition in that they would be indirectly playing for prize money. (Revised)

Related Decision:

- 3-2a/8 Award of Prize to Club by Commercial Sponsor

3-1/4

Amateur in Televised Match with Professionals for Money Prizes; Proceeds Donated Directly to Charity

Q. May a prominent amateur golfer accept an invitation to play in a televised exhibition match, for which there are cash prizes for professionals, without infringing the Rules?

A. Yes, provided that he nominates a recognized charity in advance and the organizer pays any prize money to which the player may be entitled directly to that charity. The player may accept a trophy or similar symbolic prize as a

memento of the match or a prize of retail value not exceeding the limit laid down in Rule 3-2.

The amateur golfer may receive expenses in accordance with Rule 4-2f (Formerly 3-1/6).

3-1/5

Amateur Golfer Plays for Cash Prize in Golf Skills Challenge

Q. May an amateur golfer take part in a “golf skills challenge” with a cash prize?

A. No, unless he waives his right in writing to the cash prize in advance of participating. Otherwise, the amateur golfer would forfeit his Amateur Status. (Revised – Formerly 3-1/7)

3-1/6

Shares, Stocks or Bonds as a Prize

Q. May an amateur golfer take part in a competition where there are shares, stocks or bonds as a prize?

A. No. As such shares, stocks or bonds are convertible into cash, the format would be considered the equivalent of playing for prize money in breach of Rule 3-1, unless the player waived his right in writing to the shares, stocks or bonds in advance of playing in the competition. (Revised – Formerly 3-1/8)

3-1/7

Playing for Poker Chips

Q. If amateurs participate in a competition in which they are playing for prizes of poker chips or credit at a casino, will they be considered to be playing for prize money?

A. Yes, poker chips or casino credit is the equivalent of money. Therefore, all players who participate in the competition are in breach of Rule 3-1 for playing for prize money, unless they waive their right in writing to the poker chips or credit prior to participating in the competition. (New)

Prize Limits: General

3-2a/1

Symbolic Prizes

Symbolic prizes are considered to have value only to the recipient. They may be awarded as prizes even if the value exceeds the prize limit in Rule 3-2, provided they are permanently and distinctively engraved. Trophies made of gold, silver, ceramic, glass or the like which are not permanently and distinctively engraved are not considered to be symbolic prizes and are subject to the prize limit in Rule 3-2.

Symbolic prizes or awards must not be used as a means to circumvent the Rules.

Prizes for utilitarian purposes such as watches, music systems, luggage, golf bags, clothing or other merchandise, are not symbolic prizes even if they are permanently and distinctively engraved or marked. (Revised)

3-2a/2

Whether “Retail Value” Includes Discount Prices

Q. The sponsor of a Pro-Am, who is a dealer in electrical goods, wishes to offer the winning amateur golfer a prize of a television. The television is available to the dealer at below the limit laid down in Rule 3-2a, but he would normally sell it at more than the prize limit. Is this permissible?

A. No. The definition of “retail value” of a prize is “the price at which the prize is generally available from a retail source at the time of the award.” This includes discount sources, but the merchandise must be available over a reasonable period of time, from a number of outlets, be publicly advertised and available to everyone. Specially discounted or short term offers, or those restricted to certain customers, do not fall within this definition. (Revised)

3-2a/3

Participation in Event with Improper Prize

Participants in nearest to the hole and long drive contests that offer non-conforming prizes (including cash prizes) are not in breach of the Rules unless they accept such prizes, because such contests are not matches, competitions or exhibitions — see Rule 3-1.

Participants in an event (e.g., an 18-hole or 36-hole competition) which offers a non-conforming prize (other than a cash prize), are not in breach of the Rules unless they accept such a prize. (Revised)

3-2a/4

Non-Conforming Prize Donated to Charity by Sponsor

If an amateur golfer wins a prize that does not conform to Rule 3-2, he may suggest that the competition organizer or the sponsor donates it to a recognized charity. The competition organizer or the sponsor must be under no obligation to do so, and if he does, the amateur golfer must not benefit, directly or indirectly, from the donation.

3-2a/5

Prize for Quiz Not Involving Playing Golf

Q. An amateur golfer wins a golf quiz, which does not involve playing golf. Does the prize limit referred to in Rule 3-2 apply to a quiz of this kind?

A. No. The Rules do not apply to such a quiz (but see Decision 4-1/1). (Revised)

Related Decision:

- 6-2/6 Magazine Competition

3-2a/6

Prizes at Driving Ranges or Golf Simulators

Q. Do the Rules in general and Rule 3-2 in particular apply to competitions held at driving ranges or on indoor golf simulators?

A. Yes. The Rules apply to all competitions where the player is asked to replicate a shot similar to one he would encounter during a round of golf, whether at a golf course, driving range or golf simulator. The Rules do not apply to activities involving golf feats not encountered on a golf course (e.g., pitching a ball into a bucket or striking a moving target) which take place at a carnival, fun fair or fund-raising event where the playing of golf is not a major factor in attracting people to the event as a whole. (Revised)

Related Decisions:

- 3-1/5 Amateur Golfer Plays for Cash Prize in Golf Skills Challenge
- 3-2a/23 Prizes Awarded for Golf Played on Video Games

3-2a/7

Definition of “Golf Course”

Q. With regard to Decisions 3-2a/6 and 3-2b/1 and the application of the Rules, what constitutes a “golf course?”

A. Although the term “golf course” is not defined, it is generally accepted to be an area of ground which has been specifically prepared for the purpose of playing golf, e.g., an 18-hole or 9-hole golf course or pitch and putt course. If a sports stadium has six golf holes temporarily laid out within it (i.e., with tees, greens, hazards, etc.), this would be, for the purposes of applying the Rules, considered a “golf course.” (Revised)

3-2a/8

Award of Prize to Club by Commercial Sponsor

Q. Is it permissible for a company sponsoring an event to award a prize to the Club of the amateur golfer winning the event, in addition to the individual prize won by the amateur golfer under Rule 3-2?

A. A Club may accept a prize based on the performance of its members in a golf competition provided it is not a cash prize and the total value of the prizes accepted by both the player and the Club is not greater than the prize limit laid down in Rule 3-2. (Revised)

Related Decision:

- 3-1/3 Cash Prize to Club of Winning Player or Team

3-2a/9

Maximum Permitted Prize in Foursome, Four-Ball or Team Competition

Q. Does the prize limit in Rule 3-2 apply to each individual player in a foursome, four-ball or team competition or to the partnership or team as a whole?

A. Each individual player may accept a prize of retail value up to the maximum as laid down in Rule 3-2. For example, in an 18-hole team competition each player in a four-man team may accept a prize of retail value not exceeding the prize limit. However, the players must not jointly accept a prize of a retail value in excess of the prize limit.

3-2a/10**Clarification of “Total Prizes or Prize Vouchers in Any One Competition or Series of Competitions”**

Q. How does the prize limit in Rule 3-2 apply to the total prizes won in a single competition or series of competitions?

A. The total in a competition would include the primary competition as well as any secondary contests (e.g., longest drive, nearest to the hole, etc.).

The prize limit in Rule 3-2a would also apply to the total prizes won in two concurrent competitions (e.g., low gross and low net) even if there is a separate entry fee for each.

Each qualifying stage of a tournament constitutes a separate competition provided there is a realistic entry fee at each level. (Revised)

3-2a/11**Two 36-Hole Competitions Also Run as 72-Hole Event; Prizes Individuals May Accept**

Q. An event is run over the two days of a weekend. It consists of:

- (a) a 36-hole individual stroke play competition played at X Golf Club on the Saturday;
- (b) a 36-hole individual and team stroke play competition played at Y Golf Club on the following day (Sunday); and
- (c) on the basis of the results, a 72-hole aggregate trophy is awarded to the best individual score among competitors who compete in both (a) and (b).

Competitions (a) and (b) are completely separate, with separate entry fees and optional sweepstakes; it is only when a competitor plays in both that he is eligible for (c).

Rule 3-2a refers to the retail prize limit “for any one competition or series of competitions”. Does this mean that prizes up to the limit can be awarded for each competition?

A. As (a) and (b) are completely separate competitions played on different courses and with separate entry fees, the maximum retail prize limit applies in each case, e.g., a competitor may win a voucher for the maximum in (a) and the maximum in (b).

However, if a competitor in (a) also plays in (b) and thereby qualifies for an award in the aggregate trophy competition (c), he may only accept a prize or voucher for (c) up to the amount which, when added to the value of the prizes he has won for (a) and (b), does not exceed the maximum in Rule 3-2. On the other hand, if he has already won prizes of the maximum in (a) and (b), he can accept a prize of symbolic value in (c) as such prizes (e.g., an engraved silver trophy), are not included in the maximum retail value of prizes.

With regard to the individual and team competitions in event (b), the maximum overall prize limit covers both competitions, e.g., if a player wins a prize of retail value of \$450 in the individual competition, then the maximum he can receive in the team competition is a prize of retail value of no more than \$300, i.e., a total of \$750. (Revised)

3-2a/12**Prize for Order of Merit**

Q. An “Order of Merit” is based upon a player’s performance in a number of pre-selected, but otherwise separate individual events. In addition to any prizes a player may have won in the events themselves, may he win a prize due to his position in the Order of Merit?

A. Yes, provided it is a genuine order of merit and not a method of circumventing the Rules. (Revised)

3-2a/13**Policy on Raffles, Prize Draws, etc.****General**

The Rules of Amateur Status do not apply to a raffle or prize draw run in conjunction with a golf event provided:

- (a) it is a genuine draw;
- (b) it is open to a substantial number of people;
- (c) golf skill is not a factor in being allowed to participate in the draw; and
- (d) it is not a subterfuge for circumventing the Rules.

Therefore, the limit referred to in Rule 3-2a is not applicable to the prizes of such a raffle or prize draw (but see Decision 4-1/1).

The following are examples of raffles or prize draws where the Prize Rule applies:

Raffle or Prize Draw Limited to Players in Event for Skilled Players

If a raffle or prize draw is limited to the players in a golf event where golf skill is a condition of entry, the Rules of Amateur Status apply and an amateur golfer must not accept a prize in such a raffle or draw of retail value in excess of the limit laid down in Rule 3-2a.

In addition, when the retail value of such a raffle or draw prize is added to any other prize won by the same person in the same event, this must not total an amount in excess of the limit laid down in Rule 3-2a.

Raffle or Prize Draw Limited to Players in a Golf Event Who Achieve Longest Drive, Nearest to the Hole, etc.

If a raffle or prize draw is limited to those players in a golf event who achieve a particular feat (such as a longest drive and nearest to the hole), golf skill is an entry requirement.

Therefore, the Rules apply and an amateur golfer must not accept a prize in such a raffle or draw of retail value in excess of the limit laid down in Rule 3-2a.

In addition, when the retail value of such a raffle or draw prize is added to any other prize won by the same person in the same event, this must not total an amount in excess of the limit laid down in Rule 3-2a. (Revised)

3-2a/14

Policy on Mementos, Giveaways and Equipment

Irrespective of prize values, a sponsor may give a memento or gift to competitors provided such a memento is offered to all competitors, and is not made as an inducement to play in the competition.

3-2a/15

Scholarship as Prize

Q. May an amateur golfer accept a scholarship as a prize?

A. No, regardless of the amount of the scholarship.

3-2a/16

Prize Limit – Foreign Currency

Q. May the Governing Body of golf in any country establish the prize limit in its own country and in its own currency?

A. Yes, the Governing Body of golf in any country may set the prize limit for its own country, provided that at the time of establishing the limit it does not exceed the local currency equivalent of the limit specified in Rule 3-2a. It is not practicable to realign the local currency equivalent on a day to day basis, however where the local currency equivalent gets significantly out of line with the local currency limit that was initially established, the figure should be reviewed. (Revised)

3-2a/17

Prize of Invitation to Play in Pro-Am

Q. May an amateur golfer accept an invitation to play in a Pro-Am as a prize in a golf competition?

A. Rule 3-2 prohibits a player from winning a prize in a competition that exceeds \$750. However, as illustrated in the paragraph below, a large degree of uncertainty can be associated with determining a value to assign to an entry into the Pro-Am competition that is won as a prize in a qualifying competition. When considering whether an amateur golfer can accept an entry into a Pro-Am competition as a prize and retain his Amateur Status, the Committee should consider the alternative ways of gaining entry into the Pro-Am.

For example, interested amateur golfers can pay the published fee for a spot in the competition, or entry fees may be discounted if multiple entries are purchased by the same individual. In some cases, the entry fee is based on the ranking of the professional that will be playing in the group with the amateur golfer. In other cases, the Pro-Am organizers may offer free entries into the Pro-Am to members of the club where the Pro-Am is conducted in gratitude for the members allowing use of the club for the competition, or for work performed by the members in support of the competition (e.g., chairman of the tournament committee). Finally, in other cases a qualifying competition may be conducted where an entry into the Pro-Am is awarded as a prize.

Therefore, the value of the spot in the Pro-Am as the prize to the winner of the qualifying competition is deemed to be equal to the prize limit and acceptance of the prize would not jeopardize the Amateur Status of the winner, provided:

- the qualifying competition for the Pro-Am prize is at least 9 holes;

- the amount paid by some of the participants in the Pro-Am is less than or equal to the prize limit in Rule 3-2;
- the entry fees for the qualifying competition are used only to cover the expenses to conduct the qualifying competition and/or for a recognized charity or similar good cause; and
- the winner of the qualifying competition does not exchange the Pro-Am spot for any direct or indirect compensation.

Otherwise, a player who accepts a Pro-Am spot as a prize would be subject to the prize value limitations in Rule 3-2. (Revised)

Related Decision:

- **3-2a/10 Clarification of “Total Prizes or Prize Vouchers in Any One Competition or Series of Competitions”**

3-2a/18

Club Permitting Competition for Excessive Prizes

Q. What action could be taken by a golf union or association in a case where a Club or Society is aware of, but makes no effort to discourage, competition for an excessive prize?

A. Any sanctions which might be taken will depend on the constitution of the relevant golf union or association. For example, a constitution may state that Clubs which do not enforce the Rules are subject to disaffiliation. Alternative sanctions may include refusal of entries from members of that Club for the relevant golf union or association events and removal of recognition of their handicaps. (Revised)

Related Decision:

- **7-2/1 Deferring Acceptance of Excessive Prize**

3-2a/19

Conditions Under Which Expenses-Paid Trip as Prize Permissible

An amateur golfer may accept an expenses-paid trip as a prize provided it is worth no more than the prize limit and it is not for the purpose of participating in a golf competition, including a subsequent stage of the same event. The prize should be in the form of airline tickets, hotel vouchers, etc. and must not be in the form of cash (but see Rule 4-2g for sponsored handicap competitions). (Revised)

Related Decision:

- **4-2g/1 Guidelines for Organizers and Commercial Sponsors of Amateur Golf Events; Whether Expenses May be Paid**

3-2a/20

Acceptance of Non-Conforming Prize in Relative's Name

Q. May the winner of a non-conforming prize accept it in the name of a relative and therefore not forfeit his amateur status?

A. No.

3-2a/21 Policy on Prize Vouchers

The guidelines on prize vouchers are as follows:

1. The organizing committee is strongly encouraged to define accurately the purpose for which the voucher may be used, e.g., purchase of goods in a professional's shop or sporting goods shop, any goods and services from the Club or from any retail or food and beverage source.
2. A voucher may be credited to a Club account and be used for items such as a bar bill, Club dues, payment of entry fees, and other goods and services at the Club, e.g., vouchers may be applied toward use of a practice area, lessons, use of a golf cart, green fees and food and beverages.
3. When making payment in respect of the voucher, it is the duty of the organizing committee to satisfy itself that the conditions of the voucher have been complied with and that it has been redeemed for the respective goods and/or services.
4. If the value of the voucher, is, say \$100, the organizing committee may, at its discretion, issue two vouchers for \$50, four vouchers for \$25 etc., if it considers that these would be simpler to administer.
5. An amateur golfer may submit a voucher to his national, regional, state or county golf union or association and thereafter be reimbursed from the voucher for expenses incurred in competing in a golf competition. Therefore, following the production of receipts, an amateur golfer could be reimbursed for expenses such as travel and accommodation costs, entry fees, etc. which relate directly to participating in the competition concerned. (Revised – Formerly 3-2b/2)

Related Decision:

- **3-2a/19 Conditions Under Which Expenses-Paid Trip as Prize Permissible**

3-2a/22**Prize of Year's Dues to Golf Club**

Q. May an amateur golfer accept as a prize a year's dues to a golf Club?

A. Yes, provided the value of the dues is less than the prize limit (Rule 3-2a). (Revised – Formerly 3-2b/4)

Related Decision:

- **6-6/2 Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Dues**

3-2a/23**Prizes Awarded for Golf Played on Video Games**

Q. Do the Rules of Amateur Status in general and Rule 3-2 in particular apply to competitions conducted using golf video games that do not use a golf club and ball?

A. No. The Rules of Amateur Status do not apply to activities that do not involve the use of both a golf club and ball even though they may involve some golf skill (e.g., swinging a device to simulate a golf swing). (New)

Hole-in-One Prizes**3-2b/1****Clarification of Hole-in-One Prizes and Eligible Competitions**

Rule 3-2b states that an amateur golfer may accept a prize in excess of the limit in Rule 3-2a, including a cash prize, for a hole-in-one made while playing a round of golf. It is generally accepted that playing a round of golf contemplates playing that round of golf over a golf course which has been specifically prepared for the purpose of playing golf, e.g., an 18-hole or 9-hole golf course or pitch and putt course whether the round consists of 18 holes or otherwise.

Therefore, the following are examples of competition formats that do not qualify for unlimited prizes and to which the prize limit (Rule 3-2a) applies:

- Multiple entry competitions whereby the player is allowed more than one opportunity at one time to win the prize;
- A contest conducted other than on a golf course, e.g., at a driving range or golf simulator;

- Putting competitions; or
- Nearest the hole or longest drive contests. (New)

Related Decision:

- **3-2a/7 Definition of "Golf Course"**

3-2b/2**Insurance Policy for Hole-in-One**

Q. May an amateur golfer insure himself against achieving a hole-in-one?

A. Yes. (Formerly 3-2a/23)

3-2b/3**Hole-in-One Sweepstakes**

Q. May a Club organize a hole-in-one sweepstake in conjunction with its competitions with the money collected accumulating from one competition to the next until a participant achieves a hole-in-one?

A. Yes. (Formerly 3-2a/25)

Testimonial Awards**3-3/1****Examples of Testimonial Awards**

Testimonial awards relate to notable performances or contributions to golf, as distinguished from tournament prizes.

It would be permissible, for example, for a state or county union or association to give an award of retail value up to the prize limit to its Golfer of the Year and for the national golf union or association to do the same. See also Decision 3-2a/12. (Revised)

RULE 4 Expenses

4-1. General

Except as provided in the *Rules*, an *amateur golfer* must not accept expenses, in money or otherwise, from any source to play in a golf competition or exhibition.

4-2. Receipt of Competition Expenses

An *amateur golfer* may receive reasonable competition expenses, not exceeding the actual expenses incurred, to play in a golf competition or exhibition as prescribed in clauses a-g of this Rule.

If an *amateur golfer* is in receipt of an educational golf scholarship (see Rule 6-5), or may apply for such a scholarship in the future, he is advised to contact the national body regulating such scholarships and/or the relevant educational institution to ensure that any competition expenses are allowable under the applicable scholarship regulations.

a. Family Support

An *amateur golfer* may receive expenses from a member of his family or a legal guardian.

b. Junior Golfers

A *junior golfer* may receive expenses when competing in a competition limited exclusively to *junior golfers*.

Note: If a competition is not limited exclusively to *junior golfers*, a *junior golfer* may receive expenses when competing in that competition, as prescribed in Rule 4-2c.

c. Individual Events

An *amateur golfer* may receive expenses when competing in individual events provided he complies with the following provisions:

- (i) Where the competition is to take place in the player's own country the expenses must be approved by and paid through the player's national, regional, state or county golf union or association, or with the approval of such body, may be paid by the player's golf club.

- (ii) Where the competition is to take place in another country the expenses must be approved by and paid through the player's national, regional, state or county golf union or association or, subject to the approval of the player's national union or association, paid by the body controlling golf in the territory in which he is competing.

The *Governing Body* may limit the receipt of expenses to a specific number of competitive days in any one calendar year and an *amateur golfer* must not exceed any such limit. In such a case, the expenses are deemed to include reasonable travel time and practice days in connection with the competitive days.

Exception: An *amateur golfer* must not receive expenses, directly or indirectly, from a professional agent (see Rule 2-2) or any other similar source as may be determined by the *Governing Body*.

Note: Except as provided in the *Rules*, an *amateur golfer* of *golf skill* or *reputation* must not promote or advertise the source of any expenses received (see Rule 6-2).

d. Team Events

An *amateur golfer*, may receive expenses when he is representing:

- his country,
- his regional, state or county golf union or association,
- his golf club,
- his business or industry, or
- a similar body

in a team competition, practice session or training camp.

Note 1: A "similar body" includes a recognized educational institution or military service.

Note 2: Unless otherwise stated, the expenses must be paid by the body that the *amateur golfer* is representing or the body controlling golf in the country in which he is competing.

e. Invitation Unrelated to Golf Skill

An *amateur golfer* who is invited for reasons unrelated to *golf skill* (e.g., a

celebrity, a business associate or customer) to take part in a golf event may receive expenses.

f. Exhibitions

An *amateur golfer* who is participating in an exhibition in aid of a recognized charity may receive expenses, provided that the exhibition is not run in connection with another golfing event in which the player is competing.

g. Sponsored Handicap Competitions

An *amateur golfer* may receive expenses when competing in a sponsored handicap competition, provided the competition has been approved as follows:

- (i) Where the competition is to take place in the player's own country, the annual approval of the *Governing Body* must first be obtained in advance by the sponsor; and
- (ii) Where the competition is to take place in more than one country or involves golfers from another country, the annual approval of each *Governing Body* must first be obtained in advance by the sponsor. The application for this approval should be sent to the *Governing Body* in the country where the competition commences.

4-3. Subsistence Expenses

An *amateur golfer* may receive reasonable subsistence expenses, not exceeding actual expenses incurred, to assist with general living costs, provided the expenses are approved by and paid through the player's national golf union or association.

In determining whether such subsistence expenses are necessary and/or appropriate, the national golf union or association, which has the sole discretion in the approval of such expenses, should consider, among other factors, applicable socio-economic conditions.

Exception: An *amateur golfer* must not receive subsistence expenses, directly or indirectly, from a professional agent (see Rule 2-2) or any other similar source as may be determined by the *Governing Body*.

4/1

Clarification of "Competition Expenses"

Competition expenses are those expenses wholly and exclusively incurred for the purpose of playing in a golf competition or exhibition. The following are some examples of a player's competition expenses:

1. Transportation / travel costs.
2. Accommodation / lodging.
3. Meals / refreshments.
4. Entry fees.
5. Caddie / cart and practice fees. (Revised)

4/2

Meaning of "Junior Golfer"

Q. With regard to Rule 4-2b, what is meant by the term "junior golfer?"

A. The definition of junior golfer states that a "junior golfer" is "an amateur golfer who has not reached a specified age as determined by the Governing Body." A Governing Body is strongly encouraged to issue guidelines as to who would be considered a junior golfer in its jurisdiction. (New)

4-1/1

Prize of Invitation to Take Part in Golf Competition for Quiz or Raffle Not Involving Golf; Whether Expenses May be Accepted

Q. With regard to Decisions 3-2a/5 and 3-2a/13, if the prize for the quiz or raffle is an invitation to take part in a golf competition, may an amateur golfer accept expenses to take part in the golf competition?

A. No. The fact that Rule 3-2a is not applicable to such a prize does not negate the operation of Rule 4-1, which prohibits the acceptance of expenses from any source to engage in a golf competition, except as provided in the Rules.

4-1/2**Salesman of Golf Equipment Accepts Expenses to Play in Amateur Events**

Q. May a salesman of golf equipment accept expenses from his employers while playing in important amateur events, when he is also promoting the sale of golf merchandise?

A. No. It is permissible for an amateur golfer to play in a golf competition while on a business trip with expenses paid provided that the golf part of the expenses is borne personally and is not charged to business. Further, the business involved must be actual and substantial, and not merely a subterfuge for legitimizing expenses when the primary purpose is a golf competition.

Related Decision:

- **2-1/5 Employment as Salesman of Golf Equipment**

4-1/3**Loan of Automobile by Sponsor**

Q. May an amateur golfer of golf skill or reputation accept the loan of an automobile for travel to a golf competition?

A. Yes, provided the automobile on loan is not from a sponsor organizing an event and thereby an inducement to compete in the event (Rule 6-3) and there is no advertising involved (Rule 6-2). (Revised)

Related Decision:

- **6-2/18 Names on Automobile**

4-1/4**Expenses Organized or Covered by Competition Sponsor**

A competition organizer or sponsor may assist with the following expenses, provided the expenses are reasonable and the offer is made to all competitors:

1. Subsidized meals.
2. Subsidized accommodation/lodging.
3. Caddie fees when the caddies are provided through the host club.

In all other cases, any expenses must be approved and paid in accordance with the provisions of Rule 4-2c. (Revised)

4-1/5**Approval of Expenses to Play in Pro-Am Competitions**

Q. If reduced entry fees are offered to certain participants in a Pro-Am by a competition organizer or sponsor, the reduction in the entry fee must be approved in accordance with the provisions of Rule 4-2c. As the participants in a Pro-Am may come from several golf associations, may the organizer have the reduction in the entry fee approved by the national, regional, state or county golf union or association where the competition is to be played?

A. Yes, provided the entry fees for the Pro-Am are used for the expenses of running the competition and/or donated to a recognized charity or similar good cause and the national, regional, state or county golf union or association where the competition is to be played determines that strict adherence to the provisions of Rule 4-2c would place an inordinate burden on the competition organizer or sponsor. (New)

Receipt of Competition Expenses: Family Support**4-2a/1****Family Member of Player Accepts Money from Outside Source to Pay Player's Competition Expenses**

Q. May a family member or legal guardian of a player accept money from an outside source to pay the player's competition expenses?

A. No. However, the money may be provided if the competition expenses are approved and paid in accordance with Rule 4-2c, otherwise the player would be in breach of Rule 4-1. A family member or legal guardian must pay for a player's competition expenses from his own resources. Examples of unacceptable outside sources include, but are not limited to, private individuals, companies, sports agents and equipment manufacturers. (Revised)

Receipt of Competition Expenses: Junior Golfers**4-2b/1****Junior Golfer Accepting Expenses from Sponsor for Golf Visit to Another Country**

Q. A junior golfer (see Definition) plans to visit another country for three months during the winter to practice and receive coaching from a prominent professional and to participate in a competition limited to junior golfers. May he receive financial assistance towards his expenses from a sponsor?

A. Yes. He may receive financial assistance towards the practice and coaching aspect of the trip as this does not involve a golf competition or exhibition. In addition, as the golf competition is limited exclusively to junior golfers he may receive competition expenses under Rule 4-2b. However, the golfer may not advertise the fact that he is receiving such assistance – see Rule 6-2. (Revised)

4-2b/2 **Expenses for Parents or Legal Guardians**

A parent or legal guardian may accept expenses from an outside source to accompany a young player to a golf competition, subject to the provisions of Rule 4-2c, if applicable.

Receipt of Competition Expenses: Individual Events

4-2c/1 **Invitation to National Amateur Championship with Competition Expenses Paid**

Q. May a Golf Club, staging a National Amateur Championship, pay the travel and hotel expenses of certain foreign entrants?

A. No. The payment of such competition expenses would only be permissible if approved by and paid through the player's national, regional, state or county golf union or association or, subject to the approval of the player's national golf union or association, paid by the body controlling golf in the territory in which he is competing. (Revised)

Related Decision:

- **4-1/4 Expenses Organized or Covered by Competition Sponsor**

4-2c/2 **Approach to Sponsor by Amateur Golfer**

Q. May an amateur golfer approach a sponsor to obtain funds to pay for his competition expenses to compete in a golf competition?

A. Yes, subject to the following provisions:

- (a) The player may approach a sponsor to obtain funds before or after the expenses to compete in the competition have been approved by his national, regional, state or county golf union or association, but no money must pass between the sponsor and the player;

- (b) The player does not enter any written or verbal contract and/or agreement with the sponsor unless the contract and/or agreement is solely in relation to the golfer's future as a professional golfer (see Rule 2-2b);
- (c) These funds may only be disbursed by the national, regional, state or county golf union or association (Rule 4-2c); and
- (d) The player does not lend his name or likeness to promote or advertise the sponsor (Rule 6-2). (Revised)

Related Decisions:

- **6-2/9 Policy on Issue of Free Equipment to Amateur Golfers**
- **2-2/1 Contracts and Agreements; Examples of Permissible and Non-Permissible Contracts**

4-2c/3 **Competition Expenses of Junior Golfers to Non-Junior Events**

Q. May a fund be created by friends of a junior golfer to pay the competition expenses of the junior golfer to take part in a competition not limited exclusively to junior golfers in the player's own country?

A. Yes, provided the funds are lodged with and disbursed by the player's national, regional, state or county golf union or association. (Revised)

Related Decision:

- **6-2/19 Fund Raising to Create Trust Fund for Amateur Golfer**

4-2c/4 **Approval and Payment of Competition Expenses for International Individual Events**

Q. In the case of an international event, such as the European Amateur Championship, who can approve and pay an amateur golfer's competition expenses?

A. Where a competition is to take place in a country other than the amateur golfer's home country, the expenses must be approved by and paid through the player's national, regional, state or county golf union or association or, subject to the approval of the player's national golf union or association, paid by the body controlling golf in the territory in which he is competing. However, in the case of an international event such as the European Amateur Championship, the body staging the event (i.e., the European Golf Association) may also approve and pay the player's competition expenses. (Revised)

4-2c/5**Payment of Competition Expenses in Kind**

Q. If an airline donates air tickets (or a hotel donates free accommodation) could such donations be used to assist with the payment of a player's competition expenses under Rule 4-2c?

A. Yes. Expenses do not have to be monetary and may be accepted in kind provided the provisions of Rule 4-2c are applied. (Revised)

4-2c/6**Payment of Competition Expenses by University or College**

Q. May a university or college pay the competition expenses of an amateur golfer who is a member of the university or college team to compete in individual events?

A. No. If an amateur golfer either received the expenses directly from the university or college or the university or college paid the expenses on his behalf, the amateur golfer would be in breach of Rule 4-2c. However, the university or college may fund the expenses provided they are approved and paid through the player's national, regional, state or county golf union or association. (Revised)

4-2c/7**Expenses Limited to Specific Number of Competitive Days**

Q. Rule 4-2c provides that a Governing Body "may limit the receipt of expenses to a specific number of competitive days in any one calendar year." Is a Governing Body under an obligation to lay down such limits?

A. No. The intent of the Rules is to restrict an amateur golfer to accepting competition expenses only for the number of days specified by the Governing Body, but the Governing Body is under no obligation to impose such a restriction. (Revised)

4-2c/8**Meaning of "Other Similar Source"**

Q. The Exceptions to Rule 4-2c and Rule 4-3 provide that an amateur golfer must not accept expenses provided by a professional agent "or other similar source as may be determined by the Governing Body." What is meant by "other similar source?"

A. The provisions of the latter part of the Exception are purposely broad so as to allow each Governing Body to determine what it believes to be an inappropriate

source of expenses because of concern for indirect sponsorship of a specific individual. In particular, care should be taken when expenses are received by an individual (as opposed to a team) from a source which historically has used golf as a medium to advertise or promote its goods or services. For example, if an equipment manufacturer that has traditionally used players to promote its products were to pay the expenses of a prominent amateur golfer, there would be concern whether there is an indirect agreement between the manufacturer and player; and the burden of proof to the contrary would rest with the player. (Revised)

4-2c/9**Approval of Competition Expenses for Disabled Amateur Golfers**

Q. May a Governing Body permit an organization of disabled golfers to approve and pay competition expenses on behalf of its members and otherwise act in accordance with the provisions of Rule 4-2c?

A. Yes. Any such organization should be officially registered and hold charitable status, or the equivalent, and be able to provide an annual statement of the expenses administered to the Governing Body on request to do so.

A disabled golfer may have his competition expenses administered by such an organization irrespective of whether the competition in which he is participating is restricted to disabled golfers or not. (New)

Receipt of Competition Expenses: Team Events**4-2d/1****Meaning of "Similar Body" in Rule 4-2d**

Q. What is meant by "similar body" in Rule 4-2d?

A. It refers to a recognized group of people in the game of golf such as a University team or a Society of long standing.

The Governing Body should decide within its own territory if a particular body is a "similar body" within the meaning of this Rule.

4-2d/2**Clarification of "Team Competition"**

Q. What is meant by "team competition" in Rule 4-2d?

A. In order for a competition to be considered a "team competition" and the provisions of Rule 4-2d to apply, the following criteria must be met:

- (a) The competition must be between or among teams representing the bodies detailed in Rule 4-2d.
- (b) If there is a concurrent individual competition this must be incidental to the team competition.
- (c) At least two players must be nominated for each team. However, in cases where the Rules of Golf allow a single player to represent his side (e.g., in a four-ball match), he may do so if his partner is unable to compete for reasons such as injury. (Revised)

4-2d/3

Meaning of “Union,” “Association” and “Golf Club”

Q. Within the context of Rule 4-2d, what is meant by the terms “union,” “association” and “golf club?”

A. A “union” or “association” is an organization of golf clubs operated under a constitution or by-laws and formed for the purpose of conducting competitions and otherwise promoting the development and best interests of and conserving the true spirit of the game of golf in a country, region, state or county.

A “golf club” is an organization of individual golfers that operates under a constitution or by-laws. The members must have a reasonable and regular opportunity to play golf with each other. (Revised)

4-2d/4

Sponsorship of International Team Match

Q. Is it permissible for a company to sponsor an international team match by paying the travel and hotel expenses of the visiting team?

A. Under Rule 4-2d a player representing his country in a team match can only have his expenses paid either by the body he represents or the body controlling golf in the territory he is visiting. Therefore, provided the company donates the funds in the first instance to either the host or the visiting national golf union or association, the national golf union or association could then cover the expenses of the members of the team. (Revised)

Related Decision:

- **6-2/15 Commercial Sponsorship of Amateur Golf – Policy on Publicity for Sponsors**

4-2d/5

Sponsored Club Team Competition with Final Abroad

Q. A sponsor wishes to organize a competition in which teams from various Clubs enter and on a single elimination basis eventually arrive with two teams as winners. These two teams would go abroad for one week to play the final with traveling and accommodation expenses for the winning teams being paid by the sponsor. Is this permissible?

A. It is not permitted for a sponsor to pay the expenses of members of a Club team under Rule 4-2d to take part in a team competition, nor may the sponsor offer as a prize an expenses-paid trip. Such expenses can only be paid by the body the players represent, in this case, their Club.

However, under Rule 4-2g, if the event is a handicap event it would be permissible for the sponsor to pay the competitor’s travel and accommodation expenses, provided the approval of the Governing Bodies have first been obtained, as prescribed in Rule 4-2g(ii). (Revised)

Related Decision:

- **4-2g/1 Guidelines for Organizers and Commercial Sponsors of Amateur Golf Events; Whether Expenses May be Paid**

4-2d/6

Payment of Expenses to Club Teams at Training Camps

Q. May a Club or a national, regional, state or county golf union or association pay the expenses of its team at a training camp?

A. Yes (see Rule 4-2d). It is important that the camp is genuine preparation for team events and that the expenses paid do not exceed the actual expenses incurred. In particular, compensation for loss of earnings must not be paid. (Revised)

4-2d/7

Payment of Substitute Teacher When Representing Regional or County Golf Union or Association

Q. A teacher, who plays amateur golf for his regional or county golf union or association, has to find a substitute teacher and pay his salary if the match is during final exam time.

May the regional or county golf union or association pay the salary of the substitute teacher either in full or make a contribution towards it?

A. No. Under Rule 4-2d the regional or county golf union or association may pay reasonable expenses to the teacher when representing his region or in team matches, but it would not be in order to compensate the amateur golfer for the expense of the substitute teacher; or to pay the substitute teacher directly. Such an outlay is not considered competition expenses. (Revised)

Receipt of Competition Expenses: Sponsored Handicap Competitions

4-2g/1

Guidelines for Organizers and Commercial Sponsors of Amateur Golf Events; Whether Expenses May be Paid

Under Rule 4-1, an amateur golfer is not permitted to accept expenses (e.g., free travel or hotel accommodation) to take part in a golf competition, except in certain circumstances (see Rule 4-2).

Rule 4-2g permits an amateur golfer to accept expenses, not exceeding those actually incurred, to take part in a handicap individual or handicap team event, provided the event has received the necessary annual approval.

The organizer or sponsor must obtain the approval of the event in advance from the Governing Body in the country where the qualifying events are to be played. The Governing Body may require the submission of the event's proposed conditions of competition (including the venue of the final) and an estimate of the level of expenses to be paid by a sponsor on behalf of amateur golfers competing in the event. The Governing Body may restrict all stages of the event to its own country.

If the final is to be played elsewhere, it is the responsibility of the Governing Body where the qualifying events are taking place to seek the approval of the Governing Body where the final of the event is to be played.

It is a matter for the appropriate Committee of the Governing Body to decide whether or not a particular event qualifies for approval under Rule 4-2g and the Governing Body has considerable discretion in this respect. However, an event can only be approved if the following requirements are met:

1. It must be a handicap individual or a handicap team event where the handicaps are applied. Events designed primarily for low handicap players where gross scores count, do not qualify;

2. The event must have a sponsor who financially supports the event for charitable or promotional reasons;
3. If an entry fee is to be paid, the event must not be approved if it is entirely financially supported by these fees;
4. All prizes must conform with Rule 3 and in particular; the total prizes received by any one person throughout the event must not exceed the limit laid down in Rule 3-2 as determined by the Governing Body in the country concerned; and
5. The level of expenses must be considered 'reasonable'. There are no specific limits referred to in the Rules, but a Governing Body may deny approval on the grounds that the 'level of expenses' or the number of days on which expenses are covered are excessively high.

All events approved under Rule 4-2g should be given a reference number (e.g., "Approved for the payment of expenses Rule 4-2g/01/2012"), which should be included on all of the event's advertising literature and entry forms. (Revised – Formerly 4-2g/2)

Related Decisions:

- **3-2a/19 Conditions Under Which Expenses-Paid Trip as Prize Permissible**
- **4-2d/5 Sponsored Club Team Competition with Final Abroad**

Subsistence Expenses

4-3/1

Meaning of "Reasonable Subsistence Expenses"

Q. According to Rule 4-3, an amateur golfer is allowed to receive "reasonable subsistence expenses." What is meant by "reasonable subsistence expenses?"

A. "Reasonable subsistence expenses" should be determined in the context of the entire wording of Rule 4-3, including the socio-economic conditions of the region and of the individual. Subsistence expenses must not be excessive, must not surpass actual expenses incurred and should assist with, rather than cover all, general living costs.

Subsistence expenses are intended to cover the basic essentials – food, clothing and shelter, together with any essential travel costs incurred in attending golf coaching sessions. Subsistence expenses should not provide an amateur golfer with a luxurious standard of living or be a substitute for a working salary.

An amateur golfer in any doubt regarding the receipt of subsistence expenses should consult his national golf union or association which, in any event, has sole discretion to approve such expenses. (New)

4-3/2

Meaning of “Applicable Socio-Economic Conditions”

Q. According to Rule 4-3, the national golf union or association should consider, among other factors, the “applicable socio-economic conditions” before deciding whether it is necessary and/or appropriate for an amateur golfer to receive subsistence expenses. How should a national golf union or association assess the applicable socio-economic conditions?

A. As stated in Decision 4-3/1, the socio-economic conditions of both the region and of the individual should be determined. The national golf union or association, which has sole discretion to approve subsistence expenses, should consider the level of subsistence costs which would be reasonable for the amateur golfer to incur in the region in which he resides or to which he has traveled for golf coaching purposes. It should then consider the extent to which the amateur golfer might reasonably be expected to meet those costs from his own resources. In the case of a junior golfer, consideration of the resources of his immediate family would be appropriate. (New)

4-3/3

Golf-Related Expenses

Q. Over and above any “competition expenses” received in accordance with Rule 4-2, may an amateur golfer accept financial assistance for general golf-related expenses?

A. Yes, subject to the approval of his national golf union or association (Rule 4-3).

In addition to the “basic essentials” identified in Decision 4-3/1, an amateur golfer may receive financial assistance with general golf-related expenses. Although not an exhaustive list, the following may be approved:

- coaching costs, including instructional fees and related travel and living expenses (this would also include warm weather coaching);
- golf equipment (including any clothing worn on a golf course);
- golf club dues;
- medical treatment (e.g., physiotherapy) for conditions specifically affecting the playing of golf; and
- costs incurred in respect of fitness training. (New)

RULE 5

Instruction

5-1. General

Except as provided in the *Rules*, an *amateur golfer* must not receive payment or compensation, directly or indirectly, for giving golf *instruction*.

5-2. Where Payment Permitted

a. Schools, Colleges, Camps, etc.

An *amateur golfer* who is (i) an employee of an educational institution or system or (ii) a counselor at a camp or other similar organized program, may receive payment or compensation for golf *instruction* to students in the institution, system or camp, provided that the total time devoted to such *instruction* comprises less than 50 percent of the time spent in the performance of all duties as such an employee or counselor.

b. Approved Programs

An *amateur golfer* may receive expenses, payment or compensation for giving golf *instruction* as part of a program that has been approved in advance by the *Governing Body*.

5-3. Instruction in Writing

An *amateur golfer* may receive payment or compensation for golf *instruction* in writing, provided his ability or reputation as a golfer was not a major factor in his employment or in the commission or sale of his work.

General

5-1/1

Coaching at Golf Center Free of Charge

Q. An amateur golfer gives a series of basic lessons in playing golf at a golf center. He is not an employee of the center and he does not receive any payment or compensation. Is he in breach of Rule 5-1?

A. No. He is not in breach of Rule 5-1 because he has not accepted any payment or compensation, either directly or indirectly, from anyone for giving golf instruction at the golf center.

5-1/2**Golf Manager or Golf Shop Assistant Giving Instruction**

Q. An employee of a Golf Club, such as a Club Manager or golf shop assistant, is occasionally asked to give golf instruction but is not specifically compensated for this service. Is this permissible under the Rules?

A. No. An employee of a Golf Club cannot give instruction as a requirement of his employment. The absence of any direct payment for the golf instruction or the proportion of time actually spent on golf instruction is irrelevant.

Related Decision:

- **2-1/2 Employment as Shop Assistant in Professional's Shop**

5-1/3**Shop Assistant's Duties Include Demonstration of Golf Swing**

Q. A teaching professional wishes to take on a shop assistant who, in addition to his duties, will travel with the professional and who, under guidance, will demonstrate the correct mechanics of the golf swing. Is this permissible under the Rules?

A. No. The assistant's salaried duties are not those of a shop assistant, but those of a teaching assistant. It would constitute a breach of Rule 5-1. The absence of any direct payment for golf instruction or the proportion of the time actually spent on golf instruction is irrelevant.

Related Decision:

- **2-1/2 Employment as Shop Assistant in Professional's Shop**

5-1/4**Donation to Charity at Suggestion of Instructor**

Q. May an amateur golfer who has given golf instruction on a voluntary basis suggest to his pupils that they make a donation to a recognized charity after each lesson or coaching session?

A. Yes, provided pupils are under no obligation to do so and the amateur golfer does not benefit, directly or indirectly, from the donation. (Revised)

5-1/5**Acceptance of Playing or Practice Privileges in Exchange for Giving Golf Instruction**

Q. May an amateur golfer accept playing or practice privileges at a Golf Club or golf course in exchange for giving golf instruction?

A. No. The acceptance of such privileges in return for giving golf instruction would constitute a breach of Rule 5-1.

Related Decision:

- **6-6/2 Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Dues**

5-1/6**Teaching Golf Instruction**

Q. May an amateur golfer be employed to teach golf instruction to students e.g., PGA trainees, volunteers, etc?

A. No. Teaching others how to give golf instruction would constitute a breach of Rule 5-1.

Where Payment Permitted: Schools, Colleges, Camps, etc**5-2a/1****Instruction Given by Teacher Outside Normal Duties**

Q. May a full-time teacher in a school or other educational institution, who is employed by an Education Authority, teach golf at classes for which he receives a separate payment?

A. Yes, provided:

- The classes are held at the school, college or other Education Authority by whom the teacher is employed, and not any other Authority.
- Only pupils or students within the jurisdiction of this particular Education Authority may be taught and not pupils or students under another Authority.
- Payment to the teacher shall be made by the Education Authority concerned, and not by the pupils/students themselves.
- The total time devoted to golf instruction during a year comprises less than 50% of the time spent during the year in the performance of all duties in the school, college or other Education Authority.

Note: A counselor at a camp may give instruction in golf to those in his charge, subject to similar provisions (see Decision 5-2a/3).

5-2a/2

Meaning of “Educational Institution or System” and “Camp or Similar Organized Program”

Q. Within the context of Rule 5-2a, what is meant by the terms “educational institution or system” and “camp or other similar organized program?”

A. An “educational institution or system” may be a school, college or university, or a similar body.

A “camp or other similar organized program” may be a day or overnight camp in which there may or may not be activities other than golf included in the program, such as a summer camp organized for young people. (Revised)

5-2a/3

Instruction at Summer Camp

Q. May a student be employed by an educational establishment at a summer camp and give golf instruction for which payment is received?

A. Yes. During a summer camp, golf instruction may be given by a student who is an employee or counselor of an educational institution or system to those in his charge, provided that the total time devoted to golf instruction comprises less than 50% of the time spent in the performance of all duties, as such an employee or counselor.

Where Payment Permitted: Approved Programs

5-2b/1

Payment for Golf Instruction as Part of Approved Program

Rule 5-2b is written in deliberately broad terms to enable it to apply to a variety of coaching programs, which may be appropriate in different countries.

The intention of the Rule is to encourage the involvement of volunteers with programs aimed at introducing young people to golf, with such volunteers providing support to qualified members of a Professional Golfers’ Association. However, the Rule is not limited in its application to apply only to the coaching of junior golfers and may be applied by a Governing Body to programs aimed at developing the game at all levels. It is considered reasonable to compensate volunteers for their time in coaching as part of such a program.

It is a condition of Rule 5-2b that the program must be approved in advance by the Governing Body thereby ensuring that the program is co-ordinated or sanctioned appropriately.

It is a matter for the appropriate Committee of the Governing Body to decide whether a particular program qualifies for approval under Rule 5-2b and the Governing Body may set certain criteria for a program to follow in order for it to be approved. For example, it may limit the number of hours that an amateur golfer may receive payment or compensation for coaching or it may limit the amount payable in a given period.

The following matters must be considered in determining guidelines for the approval of such programs by a Governing Body:

- (a) The national Professional Golfers’ Association in the country concerned should be consulted and the program should be co-ordinated between the Governing Body and the national PGA.
- (b) An age limit may be applied to those receiving coaching. However, in countries where golf is a relatively new sport or the number of qualified PGA professionals is limited, it may not be appropriate to apply an age limit.
- (c) A reasonable limit should be put on the length of time an amateur golfer may coach as part of an approved program, e.g., the number of hours in any week, month or year; and/or a reasonable limit should be put on the amount of remuneration paid to an amateur golfer e.g., the maximum amount in any week, month or year.
- (d) A program’s approval should be reviewed annually by the Governing Body.

An amateur golfer of golf skill or reputation must not lend his name or likeness to the promotion or advertisement of the program (Rule 6-2). (Revised)

Where Payment Permitted: Instruction in Writing

5-3/1

Conditions Under Which Well-Known Amateur May Write Instructional Articles for No Compensation

Q. Rule 5-3 states that an amateur golfer may receive payment or compensation for instruction in writing, provided his ability as a golfer was not a major factor in the commission or sale of his work. It is clear that if a well-known amateur golfer writes instructional articles he must not receive

any payment or compensation for doing so. However, Rule 6-2 states that an amateur golfer of golf skill or reputation may not receive a personal benefit from the promotion, advertisement or sale of anything or allow his name or likeness to be used by a third party for those purposes. May a well-known amateur golfer write instructional articles without payment or compensation without breaching Rule 6-2?

A. The answer depends on the circumstances. A well-known amateur golfer considering such an action should consult his Governing Body prior to the publication of such an article.

Examples of actions which constitute a breach of Rules 5 and 6-2 are:

- writing instructional articles or tips in any promotional material (including newsletters to clients) for a player's firm or any other business; and
- writing a series of instructional articles for a publication.

Examples of actions which do not constitute a breach of Rules 5 and 6-2 are:

- writing a single instructional article for a publication with which the player has no connection; and
- writing an instructional pamphlet for free distribution (e.g., for junior clinics and programs). (Revised)

RULE 6

Use of Golf Skill or Reputation

The following regulations under Rule 6 only apply to *amateur golfers of golf skill or reputation*.

6-1. General

Except as provided in the *Rules*, an *amateur golfer of golf skill or reputation* must not use that skill or reputation for any financial gain.

6-2. Promotion, Advertising and Sales

An *amateur golfer of golf skill or reputation* must not use that skill or reputation to obtain payment, compensation, personal benefit or any financial gain, directly or indirectly, for (i) promoting, advertising or selling anything, or (ii) allowing his name or likeness to be used by a third party for the promotion, advertisement or sale of anything.

Exception: An *amateur golfer of golf skill or reputation* may allow his name or likeness to be used to promote:

- (a) his national, regional, state or county golf union or association; or
- (b) a recognized charity (or similar good cause); or
- (c) subject to the permission of his national golf union or association, any golf competition or other event that is considered to be in the best interests of, or would contribute to the development of, the game.

The *amateur golfer* must not obtain any payment, compensation or financial gain, directly or indirectly, for allowing his name or likeness to be used in these ways.

Note 1: An *amateur golfer of golf skill or reputation* may accept golf equipment from anyone dealing in such equipment provided no advertising is involved.

Note 2: Limited name and logo recognition is allowed on golf equipment and clothing. Further information relating to this Note and its proper interpretation is provided in "Decisions on the Rules of Amateur Status."

6-3. Personal Appearance

An *amateur golfer of golf skill or reputation* must not use that skill or reputation to obtain payment, compensation, personal benefit or any financial gain, directly or indirectly, for a personal appearance.

Exception: An *amateur golfer of golf skill or reputation* may receive actual expenses in connection with a personal appearance provided no golf competition or exhibition is involved.

6-4. Broadcasting and Writing

An *amateur golfer of golf skill or reputation* may receive payment, compensation, personal benefit or financial gain from broadcasting or writing provided:

- (a) the broadcasting or writing is part of his primary occupation or career and golf *instruction* is not included (Rule 5); or
- (b) if the broadcasting or writing is on a part-time basis, the player is actually the author of the commentary, articles or books and golf *instruction* is not included.

Note: An *amateur golfer of golf skill or reputation* must not promote or advertise anything within the commentary, article or books (see Rule 6-2).

6-5. Educational Grants, Scholarships and Bursaries

An *amateur golfer of golf skill or reputation* may accept the benefits of an educational grant, scholarship or bursary, the terms and conditions of which have been approved by the *Governing Body*.

A *Governing Body* may pre-approve the terms and conditions of educational grants, scholarships and bursaries, such as those that comply with the regulations of the National Collegiate Athletic Association (NCAA) in the United States of America, or other similar organizations governing athletes at educational institutions.

If an *amateur golfer* is in receipt of an educational golf scholarship, or may apply for such a scholarship in the future, he is advised to contact the national body regulating such scholarships and/or the relevant educational institution to ensure that any third party contracts and/or agreements (Rule 2-2b) or competition expenses (Rule 4-2) are allowable under the applicable scholarship regulations.

6-6. Membership

An *amateur golfer of golf skill or reputation* may accept an offer of membership of a Golf Club or privileges at a golf course, without full payment for the class of membership or privilege, unless such an offer is made as an inducement to play for that Club or course.

General

6/1

Meaning of “Competes at an Elite Level”

Q. The Definition of “Golf Skill or Reputation” provides that an amateur golfer is considered to have golf skill or reputation if, among other things, he “competes at an elite level.” What is meant by “an elite level?”

A. The phrase “elite level” is purposely broad so as to take into account the great variety of competitions around the world. In general, national championships and other gross stroke play competitions that draw top players from outside the state or county are considered to be of an “elite level.” (Revised)

6/2

Definition of Golf Skill for Disabled Amateur Golfer

Q. The Definition of “Golf Skill or Reputation” provides guidance in determining whether, for the purposes of the Rules, a particular amateur golfer has golf skill or reputation. How does this guidance apply in the case of a disabled amateur golfer?

A. From an Amateur Status perspective, a disabled amateur golfer’s golf skill should be determined by a Governing Body based on his ability as a golfer rather than his ability as a disabled golfer. This interpretation has the benefit of being less restrictive in terms of raising sponsorship and publicity for disabled golf. (New)

6/3

Whether Amateur Golfer Retains Golf Skill or Reputation

The Definition of “Golf Skill or Reputation” provides that it is a matter for the Governing Body to decide whether a particular amateur golfer has golf skill or reputation. It is also for the Governing Body to determine whether an amateur golfer is no longer considered to possess golf skill or reputation, or has regained it.

Generally, for golf reputation to be “lost” after golf skill has diminished, a period of five years must have passed since the player (a) had competitive success at a regional or national level or was selected to represent his national, regional, state or county golf union or association; or (b) competed at an elite level. In making this determination, the Governing Body should look at the standard of ability of the player and the level of competition in which the player is currently participating.

An amateur golfer may be considered to possess golf skill or reputation in one

state but not in another; as standards of competition and general ability vary from country to country.

An amateur golfer in any doubt should consult his Governing Body. (Revised – Formally 6/2)

6/4

Amateur Golfer Regains Golf Skill or Reputation

Q. A former international amateur golfer begins to compete successfully at state and national levels after having played no competitive golf for over ten years. Is the player considered to be a golfer of golf skill or reputation?

A. Yes. Over time an amateur golfer may be considered no longer to possess golf skill or reputation; however it is possible to regain golf skill or reputation, in which case, the restrictions of Rule 6 may again apply. These restrictions apply irrespective of whether the amateur golfer competes at the same level or at a different level, e.g., becoming a senior international player having previously competed at full international level. (New)

Lending Name or Likeness

6-2/1

Writing Articles to Advertise Own Business

Q. An amateur golfer of golf skill and reputation has been asked to write a series of articles for a magazine concerning his business experiences. It is proposed to publish a photograph of the golfer in the articles. Would this be in breach of Rule 6-2?

A. The writing of such articles is not, in itself, a breach of the Rules. However, it would be contrary to the Rules if an amateur golfer were to use his golf skill or reputation to advertise his business. If an amateur golfer wishes to write such articles, reference to his skill as a golfer must be omitted and any photograph included in the article must not be of him as a golfer. (Revised)

6-2/2

Employee Appears as Golfer in Company Advertisement

Q. An amateur golfer of golf skill or reputation appears as a golfer in an advertisement for his company. Would this be in breach of Rule 6-2, even if he is not directly compensated for the advertisement?

A. Yes. (Revised)

6-2/3

Company Brochure Containing Reference to Golfing Achievements

Q. A company contains a number of employees who have represented their country as amateur golfers. They have also taken a prominent part in golf administration in their golf unions or associations. Is it permissible to make reference to their achievements in a company brochure?

A. It would be a breach of Rule 6-2 for golfing achievements to be mentioned in connection with the various employees if they remain golfers of golf skill or reputation. However, even in these circumstances, it would not constitute a breach of the Rules to include reference to specific administrative posts held by them. (Revised)

Related Decision:

- 6/3 Whether Amateur Golfer Retains Golf Skill or Reputation

6-2/4

Amateur Golfer Promotes Own Company in Magazine

Q. In view of Rule 6-2, is it a breach for an amateur golfer of golf skill or reputation to advertise or promote his own company in an article which he has written for a magazine?

A. Yes. While it is not a breach of the Rules for a golfer of golf skill or reputation to write an article in a magazine the player would be in breach of Rule 6-2 if he used the article to promote his own company. (Revised)

6-2/5

Amateur Golfer Appears in Advertisement Without Payment or Compensation

Q. May an amateur golfer of golf skill or reputation lend his name or likeness as such a golfer in an advertisement if he does not receive any payment or compensation for doing so?

A. No. An amateur golfer appearing in an advertisement is deemed to receive a personal benefit, e.g., enhanced personal profile, for such an appearance in breach of Rule 6-2, unless the Exception to that Rule applies. (Revised)

6-2/6**Magazine Competition**

Q. A competition in a golf magazine sponsored by a golf ball manufacturer asks entrants a series of questions on the history of golf. The first prize is worth over \$750. Entrants are also asked the following question: "In 15 words say why you think 'brand X' is the best ball." Does such a competition jeopardize the Amateur Status of entrants?

A. As this is not a golf competition, the Rules do not apply in so far as the prizes are concerned. Therefore, there is no objection to receiving a prize in excess of the prize limit (Rule 3-2).

However, an amateur golfer of golf skill or reputation may be in breach of Rule 6-2, irrespective of whether he wins a prize or not, if he was quoted stating why he considered a particular brand of ball to be the best. (Revised)

Related Decisions:

- 3-2a/5 Prize for Quiz Not Involving Playing Golf
- 3-2a/22 Prize of Year's Dues to Golf Club

6-2/7**Celebrity Advertising Golf Wear**

Q. A sportswear company proposes to enter into an agreement with a well-known celebrity who is a keen amateur golfer (Handicap 10), to advertise golf wear in sales brochures. It wishes to use his name in advertisements and pay him to attend company exhibitions. Is this a breach of Rule 6-2?

A. No. The person concerned is not a player of "golf skill or reputation" and, therefore, there is no objection to him advertising sportswear in the manner indicated.

However, if the person were to improve his golf to the extent that he gained golf skill or reputation (see Definition), the provisions of Rule 6 would be applicable to that person. Consequently, any advertising of golf-related products may be considered a breach of Rule 6-2. (Revised)

6-2/8**Proposal to Invite Leading Golfers to Advertise Golfing Holidays**

Q. A national golf union or association has received a request from the Tourist Board of another country inviting seven prominent amateur golfers to visit the country as their guests, using interviews and photographs for the promotion of the tourist trade. Would the Amateur Status of such golfers be jeopardized?

A. Yes. Any golfer of golf skill or reputation would forfeit his Amateur Status for a breach of Rule 6-2 if he were to lend his name or likeness in advertising golfing holidays in this way. However, there would be no breach of the Rules in the case of amateur golfers who are not golfers of golf skill or reputation. (Revised)

6-2/9**Policy on Issue of Free Equipment to Amateur Golfers**

Q. Is it permissible for an amateur golfer to accept free merchandise?

A. Yes. An amateur golfer of golf skill or reputation may accept golf balls, clubs, merchandise, clothing or shoes free of charge from anyone dealing in such equipment provided no advertising is involved – see Note 1 to Rule 6-2. (Revised)

6-2/10**Guidelines for Issue of Free Equipment to Amateur Golfers**

Note 1 to Rule 6-2 permits an amateur golfer to accept free equipment. However, a Governing Body might consider issuing guidelines to manufacturers on the quantity of equipment that may be provided. For example, in any one year, a Governing Body may request that an amateur golfer should not receive in excess of the following:

1. 24 dozen golf balls.
2. 1 set of golf clubs.
3. 1 pair of golf shoes.
4. 1 set of waterproofs / rain suit.

Note: Any restriction placed on the receipt of golf equipment should only cover the issue of golf equipment free of charge directly to individual amateur golfers and should not cover any issue to golf unions or associations for their teams. (Revised)

6-2/11**Gift of Golf Clubs and Clothing to Encourage Amateur Golfer**

Q. A company wishes to assist an amateur golfer of golf skill and reputation in the development of his golf. It is proposed to present him with a set of golf clubs and golf clothing. Is this permissible?

A. Yes, provided the golfer does not advertise the fact that the company has given him the equipment and clothing and there is no reference to the company on the equipment or clothing (other than the standard logo of the company if the company is the manufacturer of the equipment or clothing). (Revised)

6-2/12**Meaning of “Equipment”**

Q. What is meant by the term “equipment” in Note 1 to Rule 6-2?

A. Equipment is considered to be anything which may be reasonably purchased from a golf professional's shop or golf store. (Revised)

6-2/13**Policy on Names on Golf Equipment and Clothing**

Q. May a player of golf skill or reputation arrange for his own name to appear on his golf equipment, clothing or shoes, in addition to the name and/or logo of the manufacturer of the equipment, clothing or shoes?

A. Yes. The golf equipment, clothing or shoes must be of the type that is normally available at a retail source and may bear only the name and/or logo of the manufacturer in addition to the name of the player.

Furthermore, it is permissible for a golf bag, umbrella, golf shoes or clothing of a player representing an educational institution to bear, in addition to the manufacturer's name and/or logo, the player's name and the name and/or logo of the educational institution.

Note: The player's name must not appear more than once on each item of equipment or clothing or on each shoe. With regard to golf bags and umbrellas, the name must not exceed a perimeter measurement of 500 mm or 20 inches. With regard to clothing and shoes, the name on each garment or shoe must not exceed a perimeter measurement of 220 mm or 9 inches (see Decision 6-2/15). (Revised)

6-2/14**Commercial Logos on Golf Bags**

Q. Is it permissible for an amateur golfer of golf skill or reputation to carry a golf bag with a commercial logo on it?

A. Generally, a golfer of golf skill or reputation would be in breach of the Rules if he used a golf bag with a commercial logo on it (Rule 6-2). However, in the following specific circumstances there would be no breach of the Rules:

1. The bag was purchased with the logo as an intrinsic part of the bag (e.g., the manufacturer's name); or
2. The bag was issued to him as a member of a team (see Decision 6-2/15). (Revised)

6-2/15**Commercial Sponsorship of Amateur Golf – Policy on Publicity for Sponsors**

In general, an amateur golfer of golf skill or reputation is not permitted to have the name and/or a logo of a sponsor on any of his golf equipment or clothing unless the sponsor is the manufacturer of the golf equipment or clothing; with members of a team or squad the situation is somewhat different and is detailed below.

National, regional, state, county golf unions or associations and Clubs sometimes accept commercial sponsorship for international, inter-club or similar important events for teams, squads or individuals. To what extent may commercial sponsors receive publicity, both on and off the course?

1. Golf Bags**(a) Individuals**

The name of a commercial sponsor must not appear anywhere on a golf bag (unless the sponsor is also the manufacturer). A golf bag may bear both the player's name and/or logo of the manufacturer - see Decision 6-2/13.

(b) Teams / Squads

Where a national, regional, state, county or Club team or squad is sponsored, the members of the team or squad may have on their golf bags the name and/or emblem of the team or squad and the name and/or logo of either or both the sponsor and the bag manufacturer. However, the golf bag must be of the

type that is normally available at a retail source and must not bear both the player's name and/or logo of a sponsor and/or manufacturer (other than the bag manufacturer - see Decision 6-2/13).

Note: If the sponsor is not the bag manufacturer, the sponsor's name and/or logo must not appear more than once on the bag and must not exceed a perimeter measurement of 500 mm or 20 inches.

(c) Prizes

The sponsor's name and/or logo should not appear on a golf bag presented as a prize in a sponsored event unless the sponsor is also the bag manufacturer.

2. Luggage Carried by Teams / Squads

When off the course, e.g., in transit, the name and/or logo of the team or squad sponsor and the name and/or logo of the team or squad may appear on luggage belonging to a team member, e.g., over-bag, hold-all, etc. Such luggage bearing the name and/or logo of the sponsor may bear the name of the player in small letters for identification purposes only (or it may appear on the bag tag). This is not applicable to individual events.

3. Golf Clothing (including golf shoes and head gear)

(a) Individuals

Clothing (including golf shoes and head gear) issued by a commercial sponsor to individuals may only bear the small name and/or logo of the clothing (or golf shoes / head gear) manufacturer and the event concerned (which may or may not include the name and/or logo of the sponsor of the event). Clothing (including golf shoes and head gear) supplied by the manufacturer of that clothing, shoes or head gear may bear both the player's name and the name and/or logo of the manufacturer, provided the name or logo of any sponsor (including the sponsor of the event) is not displayed.

If the clothing, golf shoes or head gear is issued by a sponsor to individuals in an event, it must be available to all and not just selected players.

Note: The player's name must not appear more than once on each shoe or each garment and must not exceed a perimeter measurement of 220 mm or 9 inches (see Decision 6-2/13).

(b) Teams / Squads

Where a national, regional, state, county or Club team or squad is sponsored, the members of the team or squad may have on their uniforms the name and/or logo of the team or squad and the small name and/or logo of either or both the sponsor and the manufacturer. However, the clothing, golf shoes or head gear must be of the type that is normally available at a retail source and must not bear both the player's name and the name and/or logo of a sponsor and/or manufacturer (other than the clothing, shoes or head gear manufacturer – see Decision 6-2/13).

Note: A sponsor's name and/or logo must not exceed a perimeter measurement of 220 mm or 9 inches. Each garment may have multiple sponsors' names and/or logos, provided the total perimeter measurement of all names and/or logos does not exceed 220 mm or 9 inches.

4. Umbrellas

An individual player may carry an umbrella bearing the name of a commercial firm, including that of either a team or an event sponsor or a manufacturer, but such name must not be linked with a particular squad, team or individual, e.g., the name of a commercial firm may appear on the umbrella but the words "The GB and I Team flies/uses" must not appear. The name of an individual player must not appear on an umbrella bearing the name of a commercial firm unless the firm concerned is the actual manufacturer of the umbrella.

5. Caddie Bibs

Caddie bibs bearing the name and/or logo of a sponsor may not be worn by those caddying for a single team, squad or player; a sponsor's name and/or logo may appear on bibs made available by the tournament sponsor to the caddies of all the players.

6. Acknowledgements and Publicity

(a) Team, Squad and Individual Events

Commercial sponsors may receive acknowledgements through the press, official programs, etc. and their names or emblems may appear on banners, flags, tee-markers and scoreboards if approved by the organization staging the event.

(b) Team / Squad Events Only

When a team or squad event is commercially sponsored, an acknowledgement to the team sponsor may be published along the following lines:

“Thanks to the generosity of (commercial sponsors) the Golf Union/Association is sending a team to to take part in the World Amateur Team Championship for the Eisenhower Trophy.”

7. Exhibition Tents

Sponsors may have a tent etc. at the course displaying their business.

8. Photographs

Photographs may not be published by commercial sponsors with the names of individual team or squad members or competitors for advertising or promotional purposes, but normal coverage by the press or other media cannot be prevented.

9. Hospitality

Sponsors may give hospitality (i.e., meals and drinks, but not accommodation) to all competitors at the course. (Revised)

6-2/16**Clothing or Equipment Supplied for Team / Squad Used in Individual Event**

Q. May an amateur golfer of golf skill or reputation wear, during an individual event, a garment bearing a sponsor's logo which was issued to him as a member of a national, regional, state, county or Club team or squad or use a golf bag which bears the name of the team or squad sponsor?

A. Yes. (Revised)

6-2/17**Vehicle with Advertising Slogan Used by Amateur Golfers Representing Team or Squad**

Q. (a) May a national, regional, state, county golf union or Club make available a vehicle for use by members of its team or squad during a team or squad event

which has been supplied by a commercial sponsor and on which words along the following lines have been prominently printed:

“The (national/regional, etc.) Golf Team Drives (name of vehicle)”?

(b) Is it permissible for such a vehicle to be used by individual players from that country (or equivalent) taking part in individual events in other countries?

(c) When not being used as above, may the vehicle with advertising be used by an amateur golfer of golf skill or reputation?

(d) May it be used by a golf administrator from the national, regional, state, county golf union or Club who does not possess golf skill or reputation?

A. (a) Yes. Provided the names of the team or squad members are not displayed.

(b) Yes. Provided the host golf union or association staging the event has approved the entry of the players concerned with expenses paid under Rule 4-2.

(c) No. This would be considered a breach of Rule 6-2.

(d) Yes. (Revised)

6-2/18**Names on Automobile**

Q. May the car of an amateur golfer of golf skill or reputation bear the golfer's name, or, if sponsored, the sponsor's name, in large letters?

A. No. Neither the name of the golfer nor a sponsor may appear on the car – see Rule 6-2.

However, an employee may use a company car bearing its name provided it is the normal practice of the company to have its name on company cars. (Revised)

6-2/19**Fund Raising to Create Trust Fund for Amateur Golfer**

Q. May a Golf Club, group of friends or sponsor organize a competition for the sole purpose of raising money to create a trust fund for an amateur golfer of golf skill or reputation to either be used towards his expenses as an amateur golfer or to be used when he becomes a professional golfer?

A. No. It would be a breach of Rule 6-2 because he would be using his name and likeness to promote a benefit for himself either at that time or at some time in the future.

However, it would be permissible to hold such an event before a qualifying competition to help the expenses of those who advance, as in such a case the players who will advance to the next stage have not yet been identified (so there is no breach of Rule 6-2). (Revised)

Related Decision:

- **4-2c/3 Competition Expenses of Junior Golfers to Non-Junior Events**

6-2/20

Meaning of “Golf Competition or Other Event” and “in the Best Interests of, or Would Contribute to the Development of the Game” in Exception to Rule 6-2

Q. Within the context of the Exception to Rule 6-2, what is meant by the terms “other event” and “in the best interests of, or would contribute to the development of the game?”

A. The term “other event” is purposefully and necessarily broad in order to cover activities such as exhibition matches, talks, organized functions, promotional events and the like.

With regard to determining whether to allow an amateur golfer of golf skill or reputation to promote a golf competition or other event, it is a matter for the national association to decide whether or not this would be in the best interests of the game or would contribute to its development. The national association should look at each case on its individual merits and the following factors should be taken into consideration:

- Whether such promotion will generate publicity for golf (particularly amateur golf) that would not otherwise be the case.
- Whether the promotion will encourage others to take up the sport.
- Whether the golf competition or event is commercially driven or not.

For example, a Club may wish to promote an amateur competition by distributing posters with the image of one of the amateurs competing in the event. It would be reasonable for the national association to permit such publicity, provided there would be some wider consequential benefit, such as generating additional funds for the junior section of the Club. (Revised)

6-2/21

Player Websites

Q. May an amateur golfer of golf skill or reputation promote himself through the use of his own website?

A. An amateur golfer may create his own website, publishing through the site information on himself and his achievements as an amateur golfer, which may include his ambitions for a future in professional golf. A player may list personal information such as his home Club, his employer and the equipment he uses. However, such a website may only promote the player himself and must not advertise or promote anything such as a product or business (including his own business), or include a link to any commercial site.

6-2/22

Commercial Websites

Q. May an amateur golfer of golf skill or reputation use his skill or reputation to promote a company's products in a blog, chat room, etc. on that company's website?

A. No. An amateur golfer of golf skill or reputation may not use his skill or reputation to obtain payment, compensation, personal benefit or any financial gain, directly or indirectly, for allowing his name or likeness to be used to promote the company's products, either by making comparisons with other products or by encouraging others to purchase the products. However, he may state in such a blog or chat room that he uses the company's products. (New)

Personal Appearance

6-3/1

Amateur Golfers Offered Free Meals and Remission of Entry Fee

Q. May a Club offer free meals and remission of entry fees to amateur golfers of golf skill and reputation to encourage them to enter a competition and thus increase the status of the event?

A. No. An amateur golfer who accepts such incentives is, because of his golf skill and reputation, indirectly accepting compensation for a personal appearance in a golf competition and is thereby in breach of Rule 6-3.

However, it would not be a breach of the Rules if the incentives (i.e., free meals and remission of entry fee) were offered to all competitors. (Revised)

Related Decision:

- 4-1/4 Expenses Organized or Covered by Competition Sponsor

6-3/2**Amateur Golfer Accepts Expenses as Leader of Golf Tour**

Q. May an amateur golfer of golf skill or reputation who is not regularly employed by the travel company or organizer accept an expenses-paid trip on a golf tour provided he acts as tour leader?

A. No. Such action would constitute a breach of Rule 6-3. (Revised)

6-3/3**Payment of Fee and Expenses for Television Appearance**

Q. Is it permissible for an amateur golfer of golf skill or reputation to accept a fee and have his expenses covered for an appearance on a television quiz show when he has been chosen because of his golf skill or reputation?

A. It would be a breach of Rule 6-3 for an amateur golfer of golf skill or reputation to accept a fee for such an appearance. In the event of it being necessary for the television company to pay such a person a fee under their own regulations the fee must be gifted to charity. It must be paid direct to the charity, no cash transaction can take place between the company and the golfer concerned and the golfer must not benefit directly or indirectly from the charitable donation.

However, the actual expenses incurred by the golfer may be covered as no golf competition or exhibition is involved - see Exception to Rule 6-3. (Revised)

6-3/4**Amateur Golfer Offered Free or Reduced Dues for Representing Club**

Q. May a Club offer free or reduced dues to members of golf skill or reputation on the condition that they represent the Club in competitions?

A. No. An amateur golfer of golf skill or reputation would be in breach of Rule 6-3 for accepting such an offer as he would be considered to be accepting compensation for representing the Club. (Revised)

Related Decision:

- 6-6/2 Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Dues

6-3/5**Personal Appearance by Celebrity for Fee**

Q. May a celebrity be paid a fee for taking part in a golf competition or exhibition?

A. Yes. Provided the celebrity is being invited for reasons unrelated to his skill or reputation as a golfer; it would not be a breach of the Rules for such a person to accept a fee. (Revised)

Broadcasting and Writing**6-4/1****Writing Article on Fitness and Golf**

Q. An amateur golfer of golf skill or reputation plans to write a series of articles on the relationship between fitness and golf for publication under his name in a golf magazine. He will receive a small payment for expenses, and also some royalties from the sale of the magazine. Is this permissible?

A. Yes, there is no objection to the action proposed provided:
 (a) His skill and reputation as a golfer is not advertised;
 (b) He is the author of the articles; and
 (c) No instruction in golf is given. (Revised)

6-4/2**Royalties for Instructional Publications Written Prior to Reinstatement to Amateur Status**

Q. May a golfer who has been reinstated to Amateur Status receive royalties for instructional books or articles written by him before applying for reinstatement?

A. Yes. An amateur golfer may receive royalties for work published prior to the period awaiting reinstatement or being reinstated to Amateur Status. He may also receive royalties for any re-published works, including where the golfer has been asked to write a new foreword, provided no new or additional instructional material is included.

However, an applicant for reinstatement to Amateur Status, or a reinstated amateur golfer, may not receive royalties from any new instructional work written after the commencement of his period awaiting reinstatement. (Revised)

Educational Grants, Scholarships and Bursaries

6-5/1

Guidelines for Educational Grants, Scholarships and Bursaries

An amateur golfer of golf skill or reputation may accept an educational grant, scholarship or bursary, e.g., local council grant or award, government lottery award, or scholarship to attend a college or university.

Educational grants, scholarships or bursaries awarded purely on academic ability do not require the approval of the Governing Body. However, with a golf-related educational grant, scholarship or bursary, where golf skill is a factor in the selection process for such an award, the Governing Body must first approve the terms and conditions of the award prior to the amateur golfer accepting the funding.

An amateur golfer in receipt of an approved golf-related educational grant, scholarship or bursary may use the award to assist in training for and competing in golf competitions. Although not exhaustive, the following may be funded out of the award:

- educational costs, including tuition fees, books, room and board while attending the college or university;
- coaching costs, including instructional fees and travel and living expenses (this would also include warm weather coaching);
- traveling, living costs and caddie fees incurred at golf events;
- golf equipment (including any clothing worn on a golf course);
- Golf Club dues;
- medical treatment (e.g., physical therapy) for conditions specifically affecting the playing of golf; and
- costs incurred in respect of fitness training.

As stated above, the list of permissible uses of the award does not cover every eventuality and there may be other ways in which an amateur golfer may seek to use such funding. An amateur golfer in receipt of an approved golf-related educational grant, scholarship or bursary and those providing such assistance should be aware that the player cannot advertise the source of the award (Rule 6-2).

It is not permissible for golf-related educational grants, scholarships or bursaries to be used to cover the individual's day-to-day living expenses outside attendance

at college or university. (However, reasonable subsistence expenses outside attendance of college or university may be permissible under Rule 4-3.)

If an amateur golfer or the provider of any assistance is in any doubt concerning a proposed use of funding he should contact the Governing Body for guidance. (Revised)

6-5/2

Administration of Golf-Related Educational Grants, Scholarships or Bursaries

The expenses of a scholar or bursar may be paid by the university or college for the permitted purposes detailed in Decision 6-5/1, with the exception of travel and accommodation costs for non-university or non-college team or individual events.

Any funds from a scholarship or bursary to be used to cover expenses incurred at non-university or non-college team or individual events must be lodged with and administered by the scholar's or bursar's national, regional, state or county union or association, or with the permission of the Governing Body, paid direct by the university or college. (Revised – Formerly 6-5/4)

6-5/3

Golfer in Receipt of NCAA Scholarship Accepts Expenses from Other Source

Q. May an amateur golfer in receipt of a National Collegiate Athletic Association (NCAA) approved golf scholarship in the USA accept expenses from a different source in addition to his NCAA scholarship?

A. While such actions are not necessarily a breach of the Rules, it may be contrary to NCAA regulations for a player in receipt of a NCAA approved scholarship to accept expenses of any kind from a different source, e.g., a representative of a university in addition to his NCAA scholarship. NCAA scholars, or prospective scholars, are advised to contact the NCAA for further details. (New)

Membership

6-6/1

Honorary Membership for Players Without “Golf Skill or Reputation”

Q. May honorary membership be conferred for a limited period as follows:
(a) To the captain and lady captain in their year of office?

- (b) For services rendered, e.g., exceptional involvement in the maintenance of the course or services given free to the Club?
- (c) To a member who has been elected to a prestigious office in golf, therefore, bringing honor to the Club?
- (d) To the accountant or legal advisor of the Club?

A. Yes. Rule 6-6 applies only to players of “golf skill or reputation” and provided this is not the case, a Club may make whatever arrangements it wishes.

6-6/2

Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Dues

Q. May a player of golf skill or reputation be offered honorary membership of a Club or free or reduced dues?

A. The answer depends on the nature of the offer; i.e., whether the offer is made as an inducement to play for that Club or not.

For example, if the offer is made to a player who has been a member of the Club for a long period of time and has consistently represented the Club or if a player won a major tournament at the Club and the Club wishes to recognize that achievement, in these circumstances, there would be no breach of Rule 6-6 if the player accepted the offer.

However, if an offer was made to a player of golf skill or reputation from another Club for no reason other than as an inducement to play for the Club, acceptance would constitute a breach of Rule 6-6. (Revised)

Related Decision:

- **6-3/4 Amateur Golfer Offered Free or Reduced Dues for Representing Club**

6-6/3

Reinstated Amateur Offered Honorary Membership or Free or Reduced Dues by Former Club Employers

Q. May a golfer either awaiting reinstatement or having been reinstated to Amateur Status accept honorary membership or free or reduced dues from the Club at which he used to work as a professional golfer?

A. Yes.

6-6/4

Playing Privileges Given to Members of College or University Golf Team Without Charge

Q. May a Club or course offer playing privileges to members of a college or university team without charge?

A. Yes. The offer may be made for a limited or unlimited period and may include membership at the Club provided the offer is not made as an inducement to represent the Club.

6-6/5

Player Offered Financial Assistance by Club

Q. May a player accept financial assistance, e.g., tournament expenses, from a Club?

A. Yes, provided the offer of financial assistance is not made as an inducement to play for that Club contrary to Rule 6-6. (New)

RULE 7 Other Conduct Incompatible with Amateurism

7-1. Conduct Detrimental to Amateurism

An *amateur golfer* must not act in a manner that is detrimental to the best interests of the amateur game.

7-2. Conduct Contrary to the Purpose of the Rules

An *amateur golfer* must not take any action, including actions relating to golf gambling, that is contrary to the purpose of the *Rules*.

(Policy on gambling – see Appendix)

Conduct Contrary to the Purpose of the Rules

7-2/1

Deferring Acceptance of Excessive Prize

Q. May an amateur golfer defer acceptance of an excessive prize in order to compete in amateur competitions?

A. No. Such action would be contrary to the purpose of the Rules (Rule 7-2).

An amateur golfer would be permitted to defer temporarily the acceptance of a prize for legitimate reasons (e.g., in order to take further advice regarding the effect of loss of Amateur Status or to consider donating the prize to a recognized charity). (Revised)

7-2/2

Meaning of “Sweepstake,” “Auction Sweepstake” and “Calcutta”

Q. Within the context of the Policy on Gambling (Appendix) and Rule 7-2, what is meant by the terms “sweepstake,” “auction sweepstake” and “calcutta?”

A. A “sweepstake” is one of the most common forms of gambling or wagering in golf in which each player has an option of placing a sum of money on himself. The same sum of money is placed by each player and the total sum collected is normally disbursed among the prize winners (assuming they have entered the sweepstake). Sweepstakes are approved provided the amount of money involved is not excessive.

An “auction sweepstake” or “calcutta” is a form of gambling or wagering in which the players or teams are sold by auction beforehand to the highest bidder.

Bidding is not restricted to the players and each player or team is generally offered the right to purchase a percentage of the bet from the successful bidder before play commences. An auction sweepstake or calcutta can often involve considerable sums of money and such gambling or wagering is considered contrary to the purpose and intent of the Rules (Rule 7-2). (Revised)

Related Decision:

- 3-2b/3 Hole-in-One Sweepstakes

7-2/3

Participation in Auction Sweepstake / Calcutta

Q. Does participation in a golf competition with a mandatory auction sweepstake or calcutta automatically cause forfeiture of Amateur Status?

A. It would be a matter for the Governing Body to determine the appropriate course of action in accordance with Rule 8. The Policy on Gambling (Appendix) states that forms of gambling such as auction sweepstakes and calcuttas are not approved and an amateur golfer participating in such organized gambling may jeopardize his Amateur Status. (Revised)

7-2/4

Acceptance of Compensation for Competing in Calcutta

Q. An auction sweepstake or calcutta is held in conjunction with an amateur competition. The players do not participate in the gambling but some accept gratuities from their buyers. Are the players in breach of the Rules?

A. Yes. Acceptance of such gratuities constitutes financial gain and is a breach of the Definition of an “Amateur Golfer.” (Revised)

7-2/5

Participation in Online Golf Competition

Q. A website allows players to pay a fee and record their scores from their respective Club competitions. The total sum of the entry fees collected is disbursed among the prize winners. Is this permissible?

A. No. An amateur golfer may not play golf for prize money (Rule 3-1). The Policy on Gambling states that there is no objection to informal gambling or wagering among individual golfers or teams of golfers when it is incidental to the game. While it is

not practicable to define informal gambling or wagering precisely; websites featuring online competitions in which anyone can participate and where money can be won, are contrary to the purpose and intent of the Rules. (New)

Related Decision:

- 7-2/2 Meaning of “Sweepstake,” “Auction Sweepstake” and “Calcutta”

RULE 8

Procedure for Enforcement of the Rules

8-1. Decision on a Breach

If a possible breach of the *Rules* by a person claiming to be an *amateur golfer* comes to the attention of the *Committee*, it is a matter for the *Committee* to decide whether a breach has occurred. Each case will be investigated to the extent deemed appropriate by the *Committee* and considered on its merits. The decision of the *Committee* is final, subject to an appeal as provided in these *Rules*.

8-2. Enforcement

Upon a decision that a person has breached the *Rules*, the *Committee* may declare the Amateur Status of the person forfeited or require the person to refrain or desist from specified actions as a condition of retaining his Amateur Status.

The *Committee* should notify the person and may notify any interested golf union or association of any action taken under Rule 8-2.

8-3. Appeals Procedure

Each *Governing Body* should establish a process or procedure through which any decision concerning enforcement of these *Rules* may be appealed by the person affected.

Decision on a Breach

8-1/1

Whether Committee Should Consider All Possible Breaches of Rules

Q. Under Rule 8-1, should the appropriate Committee of the Governing Body consider all possible breaches of the Rules or should it only consider cases of doubt?

A. The Committee should consider all cases which come to its attention. Each case must be dealt with on its merits and the Committee has the option under Rule 8-2, upon a decision that a person has breached the Rules, to declare the Amateur Status of the person to be forfeited or to warn the person concerned. (Revised)

8-1/2**Procedure for Enforcement of Rules When Breach Occurs Outside Country in Which Amateur Golfer Resides**

Q. In accordance with Rule 8, it is a matter for the Committee to investigate a possible breach of the Rules and determine whether a breach has occurred. In the event that the possible breach takes place in a country other than that in which the amateur golfer resides, under whose jurisdiction should the breach be investigated and any action taken on enforcement of the Rules?

A. An amateur golfer must uphold both the Rules of the country in which he resides and the Rules of the country in which he is competing. It is a matter for the Committee of the Governing Body of the country in which the golfer resides to investigate a possible breach of the Rules and make a decision on enforcement of the Rules, as appropriate. (Revised)

Enforcement**8-2/1****Whether Clear and Admitted Breach of Rules Requires Action**

In cases where an amateur golfer has made the decision to turn professional or to follow a career as a golf instructor or coach, the golfer automatically forfeits his Amateur Status when he breaches the Rules.

However, in other cases, even where a clear breach of the Rules occurs and it is admitted by the individual, forfeiture of Amateur Status is not automatic. The Committee should declare that such a person has forfeited his Amateur Status and this should go on record so that the period awaiting reinstatement can be properly assessed for reinstatement application purposes.

8-2/2**Clear Breach of Rules Not Referred to Governing Body**

Q. In relation to Decision 8-2/1, if the facts of a case in which an amateur golfer is in clear breach of the Rules is not brought to the attention of the Governing Body, is the golfer considered to have forfeited his Amateur Status?

A. Yes. Although forfeiture of Amateur Status is not normally automatic and is the decision of the Governing Body, an amateur golfer who has committed a clear breach of the Rules is considered to have forfeited his Amateur Status at the time of the breach.

Appeals Procedure**8-3/1****Appeals Procedures**

Q. May a person affected by a decision made by the Mexican Golf Federation (FMG) appeal that decision to the USGA?

A. Only if a person's Governing Body is the USGA may that person appeal a decision to the USGA. The Mexican Golf Federation (FMG) should establish an appropriate appeals process and procedure to handle any decisions relating to either enforcement of the Rules or reinstatement of Amateur Status as provided by Rules 8-3 and 9-4. The Mexican Golf Federation (FMG) may consult with the USGA (Rule 10-2); however, ultimately it is for the Mexican Golf Federation (FMG) to decide matters referred to it in accordance with the Rules. (New)

RULE 9 Reinstatement of Amateur Status

9-1. General

The *Committee* has the sole authority to:

- reinstate to Amateur Status a professional golfer and/or other persons who have infringed the *Rules*,
- prescribe a waiting period necessary for reinstatement, or
- deny reinstatement,

subject to an appeal as provided in the *Rules*.

9-2. Applications for Reinstatement

Each application for reinstatement will be considered on its merits, with consideration normally being given to the following principles:

a. Awaiting Reinstatement

Amateur and professional golf are two distinct forms of the game which provide different opportunities and neither benefits if the process of changing status from professional to amateur is too easy. Furthermore, there needs to be a deterrent against all breaches of the *Rules*. Therefore, an applicant for reinstatement to Amateur Status must undergo a period awaiting reinstatement as prescribed by the *Committee*.

The period awaiting reinstatement generally starts from the date of the person's last breach of the *Rules* unless the *Committee* decides that it starts from either (a) the date when the person's last breach became known to the *Committee*, or (b) such other date determined by the *Committee*.

b. Period Awaiting Reinstatement

(i) Professionalism

Generally, the period awaiting reinstatement is related to the period the person was in breach of the *Rules*. However, no applicant is normally eligible for reinstatement until he has conducted himself in accordance with the *Rules* for a period of at least one year.

It is recommended that the following guidelines on periods awaiting reinstatement be applied by the *Committee*:

Period of Breach: Period Awaiting Reinstatement:

under 5 years	1 year
5 years or more	2 years

However, the period may be extended if the applicant has played extensively for prize money, regardless of performance. In all cases, the *Committee* reserves the right to extend or to shorten the period awaiting reinstatement.

(ii) Other Breaches of the Rules

A period awaiting reinstatement of one year will normally be required. However, the period may be extended if the breach is considered serious.

c. Number of Reinstatements

A person is not normally eligible to be reinstated more than twice.

d. Players of National Prominence

A player of national prominence who has been in breach of the *Rules* for more than five years is not normally eligible for reinstatement.

e. Status While Awaiting Reinstatement

An applicant for reinstatement must comply with these *Rules*, as they apply to an *amateur golfer*, during his period awaiting reinstatement.

An applicant for reinstatement is not eligible to enter competitions as an *amateur golfer*. However, he may enter competitions and win a prize solely among members of a Club where he is a member, subject to the approval of the Club. He must not represent such a Club against other Clubs unless with the approval of the Clubs in the competition and/or the organizing Committee.

An applicant for reinstatement may enter competitions that are not limited to *amateur golfers*, subject to the conditions of competition, without prejudicing his application, provided he does so as an applicant for reinstatement. He must waive his right to any prize money offered in the competition and must not accept any prize reserved for an *amateur golfer* (Rule 3-1).

9-3. Procedure for Applications

Each application for reinstatement must be submitted to the *Committee*, in accordance with such procedures as may be laid down and including such information as the *Committee* may require.

9-4. Appeals Procedure

Each *Governing Body* should establish a process or procedure through which any decision concerning reinstatement of Amateur Status may be appealed by the person affected.

Awaiting Reinstatement

9-2/1

Reinstatement Procedure

A player requesting reinstatement to Amateur Status should follow the application process for the *Governing Body* of the country in which he resides.

Period Awaiting Reinstatement

9-2b/1

Applicant for Reinstatement Worked as Professional Golfer During Summer Only

Q. An applicant for reinstatement worked as an assistant professional or professional golfer from June to August for five consecutive years. He did not breach the Rules in between these periods each year. How long is he considered to be in breach of the Rules?

A. The applicant is considered to have been in breach of the Rules from the June of the first year to the August of the fifth year, a period of just over five years, resulting in a two year period awaiting reinstatement. (Revised)

9-2b/2

Playing Extensively for Prize Money

Q. Following the guidelines detailed in Rule 9-2b on periods awaiting reinstatement, the period may be extended if the applicant has played extensively for prize money regardless of performance. What guidelines should a *Committee* of a *Governing Body* follow in assessing each case?

A. Each case should be treated on its own merits. As a guideline, an applicant may be considered to have played extensively for prize money if he has played for prize money for more than an average of two events per month during his professional golf career when he devoted himself to tournament play for more than six months.

However, the *Governing Body* should also take into account a number of other factors including, but not limited to (a) the tour schedule and the duration of the “off season,” and, if applicable, (b) the length of time that has passed since the player played extensively for prize money.

In the event that a *Committee* determines that a player has played extensively for prize money the following periods awaiting reinstatement may be applied:

Period of Breach:	Period Awaiting Reinstatement:
Under 5 years	2 years
5 years or more	3 years

9-2b/3

Guidelines for Young Players

Some young players, having turned professional, reconsider their decision after a short time.

It is recommended that sympathetic consideration should be given to players who are 21 years or under on the date of application for reinstatement to Amateur Status and who have spent less than a year as a professional golfer. In such cases, the period awaiting reinstatement should be equal to the time spent as a professional, e.g., 4 months as a professional golfer should result in a 4 month period awaiting reinstatement. However, irrespective of the length of time spent as a professional, the player should serve a period awaiting reinstatement of at least 3 months.

9-2b/4

Guidelines for Breaches of Rules Not Relating to Professionalism

Rule 9-2b(ii) provides that a period awaiting reinstatement of one year will normally be applied to an applicant awaiting reinstatement for breaches of the Rules not relating to Professionalism. However, the Rule also provides that the period may be extended if the breach is considered serious.

In accordance with the Rule, it is the USGA's policy to apply the following guidelines to breaches of the Rules relating to the acceptance of an improper prize or the receipt of unauthorized expenses:

Value of Prize (\$)	Period Awaiting Reinstatement
751 – 7500	1 year
7501 +	2 years
Non-Approved Expenses (\$)	Period Awaiting Reinstatement
Up to 7500	1 year
7501 +	2 years

(New)

Status While Awaiting Reinstatement

9-2e/1

Applicant Awaiting Reinstatement Wishes to Compete in Events Organized by Golf Society

Q. Rule 9-2e provides that an individual awaiting reinstatement may enter competitions solely among members of a Club at which he is a member; subject to the approval of the Club. If the individual is a member of a Golf Society related to his occupation, for example, a police or bank Golf Society, may he compete in inter-Society matches or competitions organized by the Society?

A. Such a Society would come within the meaning of Club in Rule 9-2e. Therefore, the individual may compete provided:

- (a) the Society is confined to persons in the same occupation; or
- (b) any individual branch of the Society involved in a match or competition gives its approval.

The individual would not be able to represent the Society in a match against another Society unless the approval of the Societies in the competition and/or the organizing Committee is given.

9-2e/2

Prize Limits for Applicants Awaiting Reinstatement

Q. Although Rule 9-2e provides that an applicant awaiting reinstatement participating in a competition not limited to amateur golfers must not play golf for prize money and must not accept any prize reserved for an amateur golfer; may the applicant accept any other prize in the competition?

A. Yes. An applicant awaiting reinstatement may accept a prize not exceeding the retail value prescribed in Rule 3-2a, or a hole-in-one prize (achieved under the specifications of Rule 3-2b), provided in both cases the prize is not reserved for amateur golfers only. (Revised)

9-2e/3

Applicant Awaiting Reinstatement Wishes to Enter Competition Due to Take Place After Reinstatement

Q. An applicant awaiting reinstatement wishes to enter an amateur competition which will take place after he is eligible for reinstatement to Amateur Status. Is it appropriate for the Committee in charge of the competition to accept such an entry?

A. It is a matter for the Committee in charge of the competition to determine eligibility to enter. If the Committee decides to accept an application from a golfer awaiting reinstatement to Amateur Status to a competition limited to amateur golfers, it should ensure that the golfer's Amateur Status has been reinstated prior to the start of the competition, including any qualifying rounds.

Decision Relating to Rule 9-2:

- 2-1/6 Former Golf Professional Wishes to Run Retail Golf Shop and Join Golf Club

9-3/1

Applicant for Reinstatement Provides False or Incomplete Information

If an applicant for reinstatement provides false or intentionally incomplete information in an application, the Committee may refuse consideration of the application for an indefinite period of time. (New)

Decision Relating to Rule 9-4:

- 8-3/1 Appeals Procedures

RULE 10

Committee Decision

10-1. Committee's Decision

The *Committee's* decision is final, subject to an appeal as provided in Rules 8-3 and 9-4.

10-2. Doubt as to Rules

If the *Committee* of a *Governing Body* considers the case to be doubtful or not covered by the *Rules*, it may, prior to making its decision, consult with the Amateur Status Committee of the USGA.

Decisions Relating to Rule 10:

- 8-1/1 Whether Committee Should Consider All Possible Breaches of Rules
- 8-1/2 Procedure for Enforcement of Rules When Breach Occurs Outside Country in Which Amateur Golfer Resides
- 8-2/1 Whether Clear and Admitted Breach of Rules Requires Action
- 8-2/2 Clear Breach of the Rules Not Referred to Governing Body.

Appendix – Policy on Gambling

General

An “amateur golfer,” whether he plays competitively or recreationally, is one who plays golf for the challenge it presents, not as a profession and not for financial gain.

Excessive financial incentive in amateur golf, which can result from some forms of gambling or wagering, could give rise to abuse of the Rules both in play and in manipulation of handicaps to the detriment of the integrity of the game.

There is a distinction between playing for prize money (Rule 3-1), gambling or wagering that is contrary to the purpose of the *Rules* (Rule 7-2), and forms of gambling or wagering that do not, of themselves, breach the *Rules*. An *amateur golfer* or a Committee in charge of a competition where *amateur golfers* are competing should consult with the *Governing Body* if in any doubt as to the application of the *Rules*. In the absence of such guidance, it is recommended that no cash prizes be awarded so as to ensure that the *Rules* are upheld.

Acceptable Forms of Gambling

There is no objection to informal gambling or wagering among individual golfers or teams of golfers when it is incidental to the game. It is not practicable to define informal gambling or wagering precisely, but features that would be consistent with such gambling or wagering include:

- the players in general know each other;
- participation in the gambling or wagering is optional and is limited to the players;
- the sole source of all money won by the players is advanced by the players; and
- the amount of money involved is not generally considered to be excessive.

Therefore, informal gambling or wagering is acceptable provided the primary purpose is the playing of the game for enjoyment, not for financial gain.

Unacceptable Forms of Gambling

Other forms of gambling or wagering where there is a requirement for players to participate (e.g., compulsory sweepstakes) or that have the potential to involve considerable sums of money (e.g., calcuttas and auction sweepstakes – where players or teams are sold by auction) are not approved.

Otherwise, it is difficult to define unacceptable forms of gambling or wagering precisely, but features that would be consistent with such gambling or wagering include:

- participation in the gambling or wagering is open to non-players; and
- the amount of money involved is generally considered to be excessive.

An *amateur golfer's* participation in gambling or wagering that is not approved may be considered contrary to the purpose of the *Rules* (Rule 7-2) and may endanger his Amateur Status.

Furthermore, organized events designed or promoted to create cash prizes are not permitted. Golfers participating in such events without first irrevocably waiving their right to prize money are deemed to be playing for prize money, in breach of Rule 3-1.

Note: The Rules of Amateur Status do not apply to betting or gambling by *amateur golfers* on the results of a competition limited to or specifically organized for professional golfers.

Index to Decisions - January 2012

Notes:

1. The headings in the Index give an indication of the subject matter of a Decision but they do not purport to summarize the Answers to Queries raised. The Decision itself, and any other relevant Decisions, should be carefully studied before being used as the basis of a ruling given by a Committee.
2. Each Decision is listed according to its Rule or Clause number followed by a serial number under that Rule or Clause.
3. It should be noted that, in the Decisions themselves, cross-references to other Decisions have been inserted under a particular Decision because it is considered that they are relevant to that Decision. Elsewhere, cross-references to other Decisions are listed under a particular Rule because they may be relevant to that Rule.

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