

Memo

From Robbie Zalzneck, USGA
To Players in the 2019 U.S. Open Championship
Date May 1, 2019
Regarding USGA Integrity Policy

Like many other sports organizations, the USGA has recently implemented an Integrity Policy (the "Policy") to protect its competitions from potential problems associated with gambling. A copy of the Policy is enclosed. This Policy prohibits a variety of gambling related activities (e.g., betting, fixing an outcome, failing to give best efforts, providing inside information, transmitting data for the purpose of facilitating betting, associating with betting-related persons, etc.) in connection with the U.S. Open, so please read it carefully to understand the Policy's impact on you.

The Policy applies to each golfer participating in the U.S. Open, as well as such golfer's caddie, spouse/partner, family member, agent, manager, instructor, trainer or other persons who receives credentials or tickets to access the U.S. Open from the player or at the player's request (collectively, the "Golfer Affiliates"). Please note that it is the golfer's responsibility to inform his caddie and other Golfer Affiliates about this Policy, and the golfer is responsible for any violations of this Policy by his caddie or any Golfer Affiliate.

If you have any questions, please contact Joe Kim in the USGA legal department at jkim@usga.org or (908) 326-1932. Thank you in advance for your understanding and support of this initiative.



UNITED STATES GOLF ASSOCIATION

USGA CHAMPIONSHIP INTEGRITY POLICY

Effective May 15, 2019

1. INTRODUCTION.

The United States Golf Association (“USGA”) has developed this USGA Championship Integrity Policy (the “Policy”) for the primary purpose of maintaining the integrity of, and preventing betting-related misconduct in, any of the USGA Championships (the “USGA Championships”). In this Policy, “Betting” means placing any money or other thing of value on the occurrence or non-occurrence of a specific outcome with the expectation of receiving something of value in return.

2. COVERED PERSONS.

(a) With respect to each USGA Championship, this Policy applies to the following persons (“Covered Persons”):

- (i) *Participants*. Each participant competing in such USGA Championship (“Participant”).
- (ii) *Caddies*. Each caddie for any Participant (“Caddie”).
- (iii) *Participant Affiliates*. Each person affiliated with a Participant, including, without limitation, each family member, spouse, partner, agent, manager, instructor, trainer, or other person, who receives credentials to access such USGA Championship at the Participant’s request (“Participant Affiliate”).
- (iv) *Marshals*. Each person serving as a marshal for such USGA Championship (“Marshal”).
- (v) *Officials*. Each person serving as an official for such USGA Championship (“Official”).
- (vi) *Competition Personnel and Volunteers*. Each person, including but not limited to all walking scorers and standard bearers, determined by the USGA, in its sole discretion, to be involved in the operation of the competition portion of such USGA Championship who receives credentials to access such USGA Championship (“Competition Personnel”).

(b) USGA Staff, USGA Executive Committee Members and certain independent contractors who are not Covered Persons (as defined above) hereunder may be covered under a separate integrity policy.

3. PROHIBITED CONDUCT.

(a) **Prohibited Conduct for all Covered Persons.** With respect to each USGA Championship:

- (i) *Betting on such USGA Championship*. All Covered Persons shall refrain from Betting on the outcome or any other aspect of such USGA Championship.
- (ii) *Contriving an Outcome*. All Covered Persons shall refrain from contriving the outcome or any other aspect of such USGA Championship.

- (iii) *Providing Inside Information.* All Covered Persons shall refrain from providing Inside Information to another that he or she knows or should have known would be used for Betting on the outcome or any other aspect of such USGA Championship. In this Policy, "**Inside Information**" means information relating to such USGA Championship or any Participant competing in such USGA Championship that is not publicly available and that a Covered Person knows due to his or her unique position in the game of golf.
 - (iv) *Transmitting Data.* All Covered Persons shall refrain from using mobile phones, cameras, other electronic devices, communication devices, audio-visual equipment, or radios to capture, supply, or transmit data that he or she knows or should have known are likely to be used for Betting on the outcome or any other aspect of such USGA Championship.
 - (v) *Soliciting Betting on such USGA Championship.* All Covered Persons shall refrain from soliciting, encouraging, or facilitating Betting by others on the outcome or any other aspect of such USGA Championship.
 - (vi) *Failing to Give Best Efforts.* All Participants shall refrain from failing to give, or accepting any money or other thing of value not to give, best efforts in such USGA Championship. All Covered Persons shall refrain from encouraging or inducing any Participant to fail to give best efforts in such USGA Championship.
 - (vii) *Facilitating Unauthorized Access.* All Covered Persons shall refrain from facilitating a third party's access to such USGA Championship for the purpose of conducting any activity prohibited by this Policy.
 - (viii) *Associating with Betting-Related Persons.* All Covered Persons shall refrain from knowingly associating with any person(s) whose Betting-related activities will or might reflect adversely on the integrity or the appearance of integrity of such USGA Championship.
- (b) **Failure to Comply.** With respect to each USGA Championship, the commission, attempted commission, or aiding of any of the acts set forth in Section 3(a) by a Covered Person will be deemed a failure to comply with this Policy ("**Failure to Comply**") by the Covered Person.
- (c) **Participant Responsibility for Caddies and Participant Affiliates.** With respect to each USGA Championship, each Participant shall inform his or her Caddie and Participant Affiliate(s) of all the relevant terms of this Policy and shall be responsible for the acts of his or her Caddie or Participant Affiliate(s). Any Failure to Comply by a Caddie or Participant Affiliate(s) of a Participant will be deemed a Failure to Comply by the Participant.

4. OBLIGATION TO REPORT.

- (a) **Covered Persons' Obligations.** With respect to each USGA Championship, each Covered Person shall report to the USGA, as soon as possible, if he or she:
- (i) Becomes aware of any activity that would reasonably be expected to constitute or lead to a Failure to Comply by any Covered Person; or
 - (ii) Is approached, or becomes aware of any other person being approached, by any person who offers any money or other thing of value to: (a) influence the outcome or any other aspect of such USGA Championship, (b) provide Inside Information for Betting on such

USGA Championship; or (c) assist or otherwise aid in Betting on such USGA Championship.

- (b) **Reporting Lines.** The USGA will maintain an anonymous email address and telephone lines for the reporting of information under Section 4(a), as follows: www.usga.ethicspoint.com or (855) 874-2744. A Covered Person may also reach out to the USGA's Chief Legal Officer, Christopher Fraser at CFraser@usga.org or (908) 234-2300.
- (c) The USGA will use and disclose any information reported under this Section 4 solely for purposes of administering the Policy. The USGA will endeavor to maintain the confidentiality of the identity of the reporting person (if known) at all times to the maximum extent possible, unless otherwise required by applicable law or approved by the reporting person.

5. SANCTIONS.

- (a) **Sanctions for a Participant's Failure to Comply.** In the event of a Participant's Failure to Comply, the USGA shall have the authority to fix such penalty as in the USGA judgment shall be in the best interest of the USGA. Such penalty may include, without limitation:
 - (i) Disqualification from any golf tournament sponsored or organized by the USGA ("USGA Event");
 - (ii) Forfeiture of results in, and/or prize money awarded from, any USGA Event from the date the Failure to Comply was found to have occurred going forward; and/or
 - (iii) A fine.
- (b) **Sanctions for Other Covered Persons' Failure to Comply.** In the event of a Failure to Comply by any Covered Person who is not a Participant, the USGA shall have the authority to fix such penalty as in the USGA's judgment shall be in the best interest of the USGA. Such penalty may include, without limitation:
 - (i) A fine; and/or
 - (ii) The temporary and/or permanent denial of access and/or credentials to any USGA Event.

6. INVESTIGATIONS AND DUTY TO COOPERATE

- (a) **Investigation.** The USGA shall have the right to conduct, either directly or through an external party engaged by the USGA, a reasonable investigation into a potential Failure to Comply ("Investigation"). The USGA may, but is not required to, notify each relevant Covered Person that he or she is subject to an Investigation.
- (b) **Cooperation with Investigation.** Each Covered Person shall cooperate fully with the Investigation. Each Covered Person, without limitation: (i) shall timely provide (and hereby waives any right to withhold) information and records reasonably requested by the USGA for purposes of the Investigation, which may include telephone records, text messages, emails, financial records, and storage devices; (ii) shall, as requested by the USGA, submit or provide a true and complete written statement and/or oral interview setting forth facts and circumstances with respect to the Investigation; and (iii) shall not tamper with or destroy evidence that is, or could be relevant to, an

Investigation. Each Covered Person consents to the collection and use of information relating to him or her, including personal information by the USGA for the purposes of an Investigation.

- (c) **Sanctions.** In the event that a Covered Person fails to cooperate with an Investigation, the USGA shall have the authority to fix such penalty as in the USGA's judgment shall be in the best interest of the USGA. Such penalty may include, without limitation, those set forth in Section 5.

7. DISCLOSURES OF INFORMATION.

- (a) **Public Disclosures.** The USGA shall have the right to disclose publicly any Failure to Comply by a Participant or Caddie. Such disclosure may include the name of the Participant or Caddie, the Failure to Comply, and the sanctions imposed. The nature and timing of such disclosure will be in the USGA's discretion.
- (b) **Other Disclosures.** The USGA may disclose other information relating to the Policy publicly or privately as deemed appropriate or necessary by the USGA in its sole discretion, subject to Section 4(c). Without limitation, the USGA may, as deemed appropriate or necessary by the USGA in its sole discretion:
 - (i) Disclose information relating to the Policy to any other professional golfing tour, organization, or governing body ("**Other Professional Golfing Entity**");
 - (ii) Disclose information relating to the Policy to law enforcement and governmental, regulatory, and judicial authorities;
 - (iii) Correct any public record or account; and
 - (iv) Publish information about the Policy.

8. MUTUAL RECOGNITION.

- (a) **General Recognition.** The USGA may, without conducting its own proceedings hereunder, recognize and give effect to any integrity-related disciplinary investigations, findings, proceedings, or sanctions by any Other Professional Golfing Entity ("**Other Integrity Discipline**").
- (b) **Sanctions for Other Integrity Discipline.** In the event that a Covered Person or prospective Covered Person is subject to any Other Integrity Discipline, the USGA shall have the authority to fix such penalty as in the USGA's judgment shall be in the best interest of the USGA. Such penalty for Covered Persons may include, without limitation, those set forth in Section 5.

9. MISCELLANEOUS.

- (a) **Severability.** In the event any provision of this Policy is determined invalid or unenforceable, the remaining provisions will not be affected.
- (b) **Waiver.** The failure of a party to enforce any right set forth in this Policy shall not constitute a waiver of such right nor bar the enforcement of any other right.

10. RELEASE.

Each Covered Person hereby releases the USGA, its affiliates, and each of their respective directors, executive committee members, officers, members, employees, agents, attorneys, and representatives, jointly and severally, individually and in their official capacities, of and from any and all claims, demands, damages, and causes of action whatsoever, in law or equity, arising out of or in connection with any decision, act, or omission arising under the Policy.

11. CHOICE OF LAW.

This Policy shall be governed in all respects (including matters concerning the arbitrability of disputes) by the laws of the State of New Jersey, without regard to conflicts of laws principles.