2015 LPGA Anti-Doping Program Protocol

A. Definitions

As used in relation to the LPGA Anti-Doping Program, the defined terms below will have the meaning stated in this Section A.

1. **A-Sample:** The biological material collected from a Player, pursuant to this Protocol, which has been placed into a container marked with the letter “A,” followed by an identification number.

2. **Administration:** Providing, supplying, supervising, facilitating, or otherwise participating in another Player’s Use or Attempted Use of a Prohibited Substance or Prohibited Method.

3. **Administrator:** The person(s) designated as such by the LPGA to oversee the Program.

4. **Adverse Analytical Finding:** A report from a WADA-accredited laboratory or other WADA-approved entity that, consistent with the WADA International Standard for Laboratories and related technical documents, identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method.

5. **Anti-Doping Official:** Any person authorized by the LPGA or the Testing Agency to implement, enforce, or administer the Program under this Protocol, including, but not limited to: Sample collectors, Escorts, laboratory analysts, DCOs, arbitrators, investigators, the Administrator(s), TUE Appeal Specialist(s), and members of the Medical Advisory Committee, TUE Panel, and other committees involved in Doping Control.

6. **Appellate Panel:** A panel of three (3) arbitrators who decide, pursuant to the Player’s appellate option under Section J, whether a Doping Offense was committed, and what the appropriate penalty should be.

7. **Appellate Procedures:** The set of procedures that govern the appellate process identified in Section J, such procedures as outlined in “Exhibit C”.

8. **Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of a Doping Offense; provided, however, there shall be no Doping Offense based solely on an Attempt to commit a Doping Offense if the Player renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.
9. **B-Sample**: The biological material collected from a Player, pursuant to this Protocol, which has been placed into a container marked with the letter “B,” followed by the same identification number as listed on the A-Sample.

10. **Chain of Custody**: The documentation that accounts for the whereabouts of a Sample from the time it has been sealed at the Doping Control Station, until it is analyzed by the WADA accredited laboratory.

11. **Doping Control**: The specific elements of the Program including: Test distribution planning, the selection and notification of Players for Testing, Sample Collection, Sample handling, Testing, Sample transport to the laboratory, laboratory analysis, TUEs, results management and adjudication proceedings.

12. **Doping Control Officer (or “DCO”)**: An official who has been authorized by the LPGA and the Testing Agency with delegated responsibility for the management of Sample collection.

13. **Doping Control Station**: The location where a Sample is collected.

14. **Doping Offense(s)**: Any act(s) by a Player in violation of Section D of this Protocol.

15. **Drugs of Abuse**: The following substances which are normally associated with social abuse (and are often times obtained illegally) rather than athletic performance enhancement and which go against the spirit of our sport will be considered Drugs of Abuse: cannabinoids (e.g., marijuana), synthetic THC and cannabimimetics (JWH018, JWH073, and HU-210), phencyclidine (PCP), benzylpiperazine (BZP), and the following narcotics, Buprenorphine (Suboxone), Dextromoramide, diamorphine (heroin), Fentanyl (Fentora, Duragesic) and derivatives, hydromorphone (Dilaudid), methadone, morphine (Avinza, Kadian, MS Contin, MSIR), oxycodone (Percocet, Roxicet, Tylox), oxymorphone (Opana, OpanaER), pentazocine (Talwin, Talacen), and pethidine.

16. **Drug Testing Processing Form(s) (or “DPF(s)”)**: The Player Sample processing form that is used in conjunction with the SCAN system, detailing certain information about the Player’s Test.

17. **Escort(s)**: An official or volunteer who is trained and authorized by either the Testing Agency or the LPGA to carry out specific duties, including notifying the Player of her selection for Testing, and accompanying and observing the Player until her arrival at the Doping Control Station.

18. **Failure to Comply**: A term used to describe a Player’s unwillingness or refusal to cooperate with Sample Collection.

19. **Fault**: Any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player’s degree of Fault include,
for example, the Player’s experience, special considerations such as disability, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player’s degree of Fault, the circumstances considered must be specific and relevant to explain the Player’s departure from the expected standard of behavior. Fault will only be considered in relation to Section K-3.

20. **Halls of Fame:** The LPGA Tour Hall of Fame and LPGA Teaching & Club Professionals Hall of Fame, as well as the World Golf Hall of Fame.

21. **In-Competition:** The time period beginning at the start of a Tournament, up to and including the twelve (12) hour period of time after a Player leaves the golf course after completing her competitive rounds. A Player is In-competition for Doping Control purposes, even if she leaves the golf course prior to completion of her round.

22. **in writing:** The term “in writing” includes either a document printed or handwritten on paper (or similar medium), or an electronic-mail message.

23. **LPGA:** The Ladies Professional Golf Association, an Ohio nonprofit membership organization, or the staff of the Ladies Professional Golf Association; primarily, but not exclusively, the Administrator.

24. **LPGA Standards for Testing:** A set of standards attached to this Protocol as “Exhibit A”.

25. **Marker:** A compound, group of compounds, or biological parameters that indicate the application, ingestion, injection or consumption by any means of any Prohibited Substance, Drug of Abuse, or Use of any Prohibited Method.

26. **Medical Advisory Committee:** A group of medical doctors and/or lawyers who assist and advise the LPGA on medical and anti-doping issues, and who review and make determinations about requests for TUEs filed pursuant to this Protocol.

27. **Metabolite:** Any substance produced by a biotransformation process in the human body.

28. **Monitored List:** A list of substances and methods capable of detection in a Sample that is not currently included in the Prohibited List, but which laboratories may be asked to identify while analyzing Samples in order to provide the LPGA with information of their Use and/or abuse by Players.

29. **Out-of-Competition Testing:** Any Doping Control which is not conducted on a Player who is In-Competition.
30. **Player:** Any person who (i) is a member of the LPGA, (ii) is a member of the Symetra Tour, (iii) who seeks to enter or who has entered any Tournament; and/or (iv) who was a member of the LPGA or Symetra Tour or competed in a Tournament when such person committed a Doping Offense.

31. **Possession:** The actual, physical possession of a Prohibited Substance or Prohibited Method; provided, however, that there shall be no Doping Offense based solely on possession if, prior to receiving notification of any kind that the Player has committed a Doping Offense, the Player has taken concrete action demonstrating that the Player never intended to have possession and has renounced possession by explicitly declaring it to the LPGA. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or any other means) of a Prohibited Substance or Prohibited Method constitutes possession by the Player who makes the purchase.

32. **Program:** The Anti-Doping Program that applies to all Players.

33. **Protocol:** This written explanation of the Program, including any and all attachments and exhibits.

34. **Prohibited List:** The list published by the LPGA that identifies the Prohibited Substances and Prohibited Methods applicable to Players, as may be updated from time-to-time as provided in this Protocol.

35. **Prohibited Method:** Any method described on the Prohibited List as a Prohibited Method.

36. **Prohibited Substance:** Any substance within the categories of substances described on the Prohibited List as Prohibited Substances.

37. **Provisional Suspension:** The discretionary suspension of a Player from LPGA Tournament competition, based upon an A-Sample and B-Sample Adverse Analytical Finding, that takes effect prior to a formal decision regarding whether a Doping Offense has occurred.

38. **Reinstatement Testing:** The Out-of-Competition Testing of a Player who is serving a suspension penalty under this Protocol and has indicated her intention to resume Tournament competition after satisfying her penalty obligations.

39. **Sample:** Biological material (including, without limitation, urine) collected for the purposes of Doping Control.

40. **Sample Collection:** All of the sequential activities that directly involve the Player from the time of notification of selection for Testing until the Player leaves the Doping Control Station after having provided a testable Sample.
41. **Sample Collection Equipment:** Containers or apparatus (including their packaging) used to directly collect or hold the Player’s Sample at any time during Sample Collection, including beakers for collecting the Sample as it leaves the Player’s body, sealable and tamper proof bottles and lids for securing the Sample, numbered seals for securing and identifying the Sample, pH strips for measuring a Sample’s pH level, refractometer for measuring a Sample’s specific gravity, and other materials used from time-to-time during a Sample Collection.

42. **Sample Collection Personnel:** A collective term for qualified officials authorized by the Testing Agency and LPGA who carry out or assist with duties of Sample Collection.

43. **Secure Collection Automated Network (or “SCAN”):** Testing Agency’s paperless Chain of Custody technology used during the Sample Collection.

44. **Strict Liability:** The lack of necessity that intent, Fault, negligence or knowing Use of the Player’s part be demonstrated in order to establish a Doping Offense.

45. **Substantial Assistance:** For purposes of Section K-5, a Player providing Substantial Assistance must: (1) fully disclose in a signed written statement all information she possesses in relation to Doping Offenses, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the LPGA or an Appellate Panel. Further, the information provided must be credible and must comprise an important part of any LPGA case which is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

46. **Support Personnel:** Any coach, trainer, manager, agent, representative, translator, caddie, family member, friend, medical or para-medical personnel, advisor, etc. working with or treating a Player.

47. **Symetra Tour:** The developmental tour for golfers seeking to play on the LPGA tour.

48. **Tampering:** Altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring; providing fraudulent information to the LPGA; or intimidating or attempting to intimidate a potential witness.

49. **Target Test:** The non-random Testing of a Player or Players.

50. **Test or Testing:** The parts of the Doping Control process involving: Test distribution planning, selection and notification of Players for Testing, Sample collection, Sample handling, Sample transport to the laboratory, and laboratory analysis of Samples.
51. **Testing Agency**: The outside vendor(s) who is/are responsible for managing the Testing process and assisting the LPGA with implementing all aspects of the Program, including any investigation related to the Testing process.

52. **Therapeutic Use Exemption (or “TUE”)**: A formal decision issued by the TUE Panel or TUE Appeal Specialist that grants permission to a Player with a documented medical condition to Use, prospectively or retroactively, an otherwise Prohibited Substance, Drug of Abuse, or Prohibited Method.

53. **Trafficking**: Selling, transporting, sending, delivering or distributing a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player or Player’s Support Personnel; provided, however, that this definition shall not include the actions of “bona fide” medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification.

54. **TUE Panel**: A panel comprised of three (3) members of the Medical Advisory Committee, who decide whether to grant or deny a TUE.

55. **TUE Appeal Specialist**: A doctor (who is not a member of the TUE Panel) appointed by the LPGA to decide appeals challenging the grant or denial of a TUE.

56. **Tournament**: Any professional ladies golf tournament, including, without limitation, any LPGA or Symetra Tour co-sponsored or approved golf competition (for sake of clarity, Tournament includes all stages of LPGA’s Qualifying School).

57. **Use**: The utilization, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance, Prohibited Method, or Drug of Abuse.

58. **WADA**: The World Anti-Doping Agency, an international, independent organization created in 1999 to promote, coordinate, and monitor the fight against doping in sport in all its forms.

59. **WADA International Standard for Laboratories**: A standard for laboratories adopted by WADA. Compliance with the WADA International Standard for Laboratories (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures were performed properly. The WADA International Standards for Laboratories shall include any technical documents issued by WADA.

60. **Women’s World Golf Rankings (or “WWGR”)**: The comprehensive world rankings system for women’s golf.

B. **Purpose and Scope**
1. **Purpose:** The purpose of the Program is to preserve competitive equity of Tournament play, deter Use of Prohibited Substances and Prohibited Methods, and protect the health of Players.

2. **Scope:** The Doping Control rules in this Protocol govern all Players, regardless of age or membership status.

3. **Clean Players:** The Program is designed to protect the collective interests of Players who compete “clean” in Tournaments.

4. **Interpretation:** This Protocol, the Prohibited List, the LPGA Standards for Testing, and the Appellate Procedures are intended to be authoritative unless and until formally amended by LPGA. No LPGA employee or representative has the authority to provide information that is inconsistent with this Protocol, the Prohibited List, the LPGA Standards for Testing, or the Appellate Procedures. Players may not rely on any information provided by an LPGA employee or representative other than the Administrator. Reliance on any information provided by an LPGA employee or representative other than the Administrator shall not excuse an offense or mitigate a penalty.

C. **Roles and Responsibilities**

1. **Player Responsibilities:** Each Player shall be responsible for:

   a. **Knowledge of Doping Offenses and Prohibited List:** Knowing what types of conduct may constitute a Doping Offense and what substances and methods are on the Prohibited List;

   b. **Compliance with Protocol:** Making herself available for Sample collection and complying with the instructions of Anti-Doping Officials, as well as acting in a professional manner at all times;

   c. **Caution:** Understanding that she is ultimately responsible for Use – whether intentional or inadvertent – of all Prohibited Substances, Prohibited Methods, and Drugs of Abuse and that she will be subject to Strict Liability regarding Doping Offenses;

   d. **Education of Support Personnel:** Informing Support Personnel of her obligation not to use Prohibited Substances, Drugs of Abuse, and Prohibited Methods and ensuring that medical personnel do not administer treatment that violates this Protocol; and

   e. **Upholding Integrity:** Complying with this Protocol honestly and in good faith.

2. **LPGA Responsibilities:** The LPGA shall be responsible for:
a. **Operation and Administration**: Adopting, implementing, and administering all aspects of the *Program*;

b. **Revisions to Program**: Writing, revising and publishing this *Protocol*, the *Prohibited List*, the *LPGA Standards for Testing*, and the *Appellate Procedures*;

c. **Availability of Program Information**: Ensuring that the most up-to-date *Protocol*, *Prohibited List*, and *Drugs of Abuse* are available on the LPGA Web site;

d. **Player Commitment to Comply**: Requiring, as a condition of LPGA membership and/or competing in or participating in any *Tournament*, that each Player recognize and abide by the terms of this *Protocol*;

e. **Imposition of Penalties**: Taking appropriate action to discourage and penalize non-compliance with this *Protocol*; and

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**D. Doping Offenses**

Each of the following acts, omissions, or events shall constitute a *Doping Offense* and may result in the imposition of a penalty:

1. **Presence of a Prohibited Substance**: The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in a Player’s Sample collected and analyzed in conformity with this *Protocol*, the *LPGA Standards for Testing* and the *WADA International Standard for Laboratories*.

   a. **Strict Liability**: It is each Player’s personal duty to ensure that no *Prohibited Substance* enters her body. Players are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their Samples and are subject to Strict Liability for any such *Doping Offense*.

   b. **Proof of Doping Offense**: Sufficient proof of a *Doping Offense* under this Section is established by either of the following: presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in the Player’s A-Sample where the Player waives analysis of the B-Sample and the B-Sample is not analyzed; or, where the Player’s B-Sample is analyzed and the analysis of the Player’s B-Sample confirms the presence of the *Prohibited Substance* or its *Metabolites* or *Markers* found in the Player’s A-Sample.

   c. **Prohibited Substance Thresholds**: Excepting those substances for which a quantitative threshold or other criteria is specifically identified in the *Prohibited List*, the presence of any quantity of a *Prohibited Substance* or its
Metabolites or Markers in a Player’s Sample shall constitute a Doping Offense.

2. **Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method:** Evidence of a Player’s Use of or a Player’s Attempt to Use a Prohibited Substance or a Prohibited Method as defined on the Prohibited List.

   a. It is each Player’s personal duty to ensure that no Prohibited Substance enters her body and that no Prohibited Method is Used, and a Player is subject to Strict Liability for any such Doping Offense.

   b. The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for a Doping Offense to be committed.

3. **Evading or Refusing Sample Collection:** Evading or refusing Sample Collection or failing, without compelling justification, to submit to Sample Collection as authorized in the LPGA Standards for Testing.

4. **Filing Failures and Missed Out-of-Competition Tests:** As it relates to Reinstatement Testing only, any combination of three (3) missed Out-of-Competition Tests and/or whereabouts filing failure violations, as defined in Section E-4 and E-5 below, within a 12-month period, shall constitute a Doping Offense.

5. **Tampering or Attempted Tampering with any part of Doping Control:** Conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods.

6. **Possession of a Prohibited Substance or a Prohibited Method:** Possession by a Player of any Prohibited Substance or Prohibited Method, unless the Player establishes that the Possession is consistent with a TUE in accordance with Section G or other acceptable justification.

7. **Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method.**

8. **Administration to any other Player of any Prohibited Substance or Prohibited Method.**

9. **Complicity in a Doping Offense:** Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity involving a Doping Offense or any Attempted Doping Offense by another Player.

E. **Proof of Doping Offenses**
1. **Strict Liability:** Providing a *Sample* that contains a *Prohibited Substance* or evidences a *Prohibited Method* is, in itself, evidence of a *Doping Offense*.

2. **Burdens and Standards of Proof:** If the appellate process is initiated pursuant to Section J, LPGA shall have the burden of establishing that a *Doping Offense* occurred, the standard of proof of which shall be whether the LPGA has established a *Doping Offense* to the comfortable satisfaction of the *Appellate Panel* bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where this Protocol places the burden of proof upon the *Player* alleged to have committed a *Doping Offense* to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability.

3. **Methods of Establishing Facts and Presumptions:** Facts related to *Doping Offenses* may be established by any reliable means, including admissions. The following rules of proof shall apply in doping cases:

   a. WADA-accredited laboratories, and other laboratories approved by WADA, are presumed to have conducted *Sample* analysis and custodial procedures in accordance with the *WADA International Standard for Laboratories*. The *Player* may rebut this presumption by establishing that a departure from the *WADA International Standard for Laboratories* occurred which could reasonably have caused the *Adverse Analytical Finding*. If the *Player* rebuts the preceding presumption by showing that a departure from the *WADA International Standard for Laboratories* occurred which could reasonably have caused the *Adverse Analytical Finding*, then the LPGA shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding*.

   b. The *Testing Agency* is presumed to have conducted *Testing* in accordance with the *LPGA Standards for Testing*. A *Player* may rebut this presumption by establishing that a significant departure from this *Protocol* and/or the *LPGA Standards for Testing* occurred. If the *Player* rebuts the presumption, the *LPGA* shall have the burden of establishing that any departure from this *Protocol* and/or the *LPGA Standards for Testing* did not cause the *Adverse Analytical Finding* result or the basis for charging the *Doping Offense*.

   c. The facts established by a decision of a court of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the *Player* whom the decision pertained of those facts.

   d. If applicable pursuant to Section I-8, the *Appellate Panel* may draw an inference adverse to the *Player* (and make a final ruling based on such inference) who is asserted to have committed a *Doping Offense* based on the *Player’s refusal*, after a request made in reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as...
directed by the *Appellate Panel*) and to answer questions from the *Appellate Panel* or the *LPGA*.

4. **Whereabouts Filing Failure Violation(s):** As it relates to *Reinstatement Testing* only, a *Player* may only be declared to have committed a whereabouts filing failure where the *LPGA* can prove each of the following:

a. Evidence indicating that the *LPGA* notified *Player*:
   i. Of her inclusion in the *Out-of-Competition Testing Pool*;
   ii. Of her obligation to provide whereabouts filing information; and
   iii. Of the consequences that flow from whereabouts filing failures;

b. The *Player* failed to comply with one (1) of the following whereabouts filings requirements:
   i. Failure to make filing(s);
   ii. Failure to include all of the information required in Section C-3-a of the *Standards for Testing*;
   iii. Failure to timely update information; or
   iv. Providing inaccurate or insufficient information so as to hinder or prohibit the *Testing Agency* from locating the *Player* for *Testing*; and

c. The *Player* shall be presumed to have committed the filing failure upon proof that she failed to comply with one (1) of the whereabouts filing requirements (See Section E-4-b of the *Protocol*), after receiving the notice required under Section E-4-a of the *Protocol*.

5. **Missed Test Violation(s):** As it relates to *Reinstatement Testing* only, a *Player* may only be declared to have committed a missed *Test* where the *LPGA* can prove each of the following:

a. Evidence indicating that the *LPGA* notified *Player*:
   i. Of her inclusion in the *Out-of-Competition Testing Pool*;
   ii. Of the consequences that flow from an *Out-of-Competition* missed *Test*;

b. The *Sample Collection Personnel* made reasonable repeated attempts to locate (short of giving the *Player* advance notice) and *Test* the *Player* during
the time periods and at the related locations indicated on her whereabouts filing; and

c. A missed Test violation shall be presumed upon the LPGA’s establishment of Sections E-5-a and E-5-b above.

F. The Prohibited List; Drugs of Abuse

1. Publication of Prohibited List and Drugs of Abuse: The LPGA shall publish a Prohibited List and the Drugs of Abuse at least once per calendar year. Publication shall take place on or before the first day of January of the then-current year and shall apply to Testing to be conducted in such year. Thereafter, LPGA shall have the sole discretion to revise the Prohibited List and Drugs of Abuse during any calendar year; provided, however, that any such revision(s) will not take effect for at least sixty (60) calendar days from the date of publication of the revision(s). Any such revision(s) shall be promptly published and made available to all Players; revisions shall be deemed published when posted on the LPGA Web site and/or the LPGA Player extranet.

2. Criteria for Prohibited Substances and Prohibited Methods: The LPGA shall include substances or methods on the Prohibited List if they meet one (1) of the following criteria, or under circumstances noted below in Section F-5 of the Protocol:

   a. Performance Enhancement: Medical or other scientific evidence, pharmacological effect or experience that the substance or method, alone or in combination with other substances or methods, has the potential to enhance or actually enhances sport performance.

   b. Disruption of Spirit of Sport or Competitive Equity: The LPGA’s determination that the Use of the substance or method violates the spirit of sport and/or disrupts competitive equity.

   c. Health Risks: Medical or other scientific evidence, pharmacological effect or experience that the Use of the substance or method represents an actual or potential health risk to Players.

3. Categories of Substances Prohibited: The Prohibited List shall identify Prohibited Substances and Prohibited Methods either by general category (e.g., “anabolic agents”) or by specific reference to a particular substance or method. The Prohibited List need not specifically identify all substances in a particular category in order for a substance to be considered prohibited; alchemically or pharmacologically related compounds and substances that fall within a general category on the Prohibited List are prohibited.
4. **Masking Agents:** A substance or method may also be included on the *Prohibited List* if the substance or method has potential to mask the *Use* of other *Prohibited Substances* and *Prohibited Methods*.

5. **LPGA as Decision-Maker:** The determination to include a substance or method on the *Prohibited List* shall be within the sole discretion of the LPGA, is final, and shall not be subject to challenge by a Player based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk, or violate the spirit of sport.

6. **Monitored List:** The LPGA may establish a *Monitored List* of substances and methods so that it can evaluate whether those substances or methods should be included on the *Prohibited List*. Laboratories shall report *Adverse Analytical Findings of Samples* pertaining to substances and methods on the *Monitored List* anonymously, identifying only the date and place of *Sample* collection. Use of substances or methods on the *Monitored List* shall not constitute a *Doping Offense* under this Program.

7. **Drugs of Abuse:** The LPGA will *Test* for Player *Use* of *Drugs of Abuse*. The laboratory will report positive results of *Samples* pertaining to *Drugs of Abuse* to the LPGA and *Testing Agency*. The presence of a *Drug of Abuse* in a Player’s *Sample* collected in connection with *Testing* will not be considered a *Doping Offense*, but shall be considered a violation of Article IV(N)(and, more specifically, Addendum A) – Player Conduct Regulations – of the LPGA “Tournament and Player Regulations”, which is hereby incorporated by reference. Such a violation will result in a “Major Penalty,” imposable by the LPGA, unless an applicable TUE was in effect or there was an apparent departure from *LPGA Standards for Testing* that clearly invalidates the positive finding.

G. **TUEs**

1. **TUE Application:** The “TUE Application Form and Procedures” (See “Therapeutic Use Exemption (TUE) Application” and “Therapeutic Use Exemption (TUE) Application Procedures” attached to this *Protocol* as “Exhibit B” and incorporated herein by reference) allows Players with documented medical conditions requiring the *Use* of a *Prohibited Substance* or a *Drug of Abuse* to request a TUE. The TUE Application and Procedures may be updated from time-to-time as deemed necessary and appropriate by the LPGA, and shall also be posted on the LPGA Web site.

2. **Compliance of Player:** The Player shall be responsible for properly following the “TUE Application Procedures.”

3. **TUE Application Procedures:** Except in emergency situations, a Player may request a TUE from the LPGA by submitting a TUE Application to the Administrator at least forty-five (45) calendar days prior to participation in the first LPGA Tournament where the Player would like the TUE to be in effect. After verifying that the TUE
application is complete, the Administrator shall promptly forward the TUE Application to the appropriate TUE Panel for a decision. The TUE Panel shall review the application to determine whether any medications listed thereon are on the Prohibited List or within the Drugs of Abuse definition. Thereafter, the TUE Panel shall promptly report to the Administrator that the medication(s) listed is/are not prohibited by the LPGA, or its granting or denial of a TUE to any Player. The TUE Panel shall specify in its decision the dosage of medication(s) permitted and length of time the TUE is valid, as applicable. The Administrator will promptly notify the Player of the TUE Panel’s decision.

4. **Status While Application Pending:** Mere submission of a TUE application does not protect the Player from being Tested, from being charged with a Doping Offense, or receiving a penalty, even if the TUE is ultimately granted.

5. **Appeal of Denial of Application:** The Player, or the LPGA, may appeal the TUE Panel’s decision to a TUE Appeal Specialist. Such an appeal shall be made within fourteen (14) days after the Player is notified of the TUE Panel’s decision. If such an appeal occurs, accompanying medical documents and/or information, whether required by the TUE Appeal Specialist or proffered by the Player, shall be submitted to the Administrator within 45 days after the Player is first notified of the TUE Panel’s decision, unless an extension is granted by the TUE Appeals Specialist for good cause shown. The TUE Appeal Specialist may overturn or modify a decision made by the TUE Panel if the TUE Appeal Specialist concludes that the TUE Panel’s decision was clearly erroneous. If the TUE Appeal Specialist concludes that the TUE Panel overlooked clearly applicable medical information in reaching its decision, then the TUE Appeal Specialist shall review the record de novo. The decision of the TUE Appeal Specialist shall be final and unreviewable.

6. **Mode of Review:** Except in extraordinary circumstances, all TUE Panel and TUE Appeal Specialist decisions shall be made based upon either (i) documentary submissions, or (ii) telephone conference hearings, supported by documentary submissions, if the Administrator concludes that such a hearing is appropriate. The Administrator shall have the sole discretion to determine whether extraordinary circumstances warrant holding an in-person TUE review hearing.

**H. Collection and Analysis of Samples**

1. **No Justification or Notice of Testing Required:** All Players are subject to Testing under this Protocol at any time or place without prior notice or justification. LPGA reserves the right to reasonably require that Players provide their whereabouts information on a case by case basis to confirm location and to permit Out-of-Competition Testing.

2. **Reinstatement Out-of-Competition Testing:** The LPGA, and its Testing Agency, reserve the right to conduct Reinstatement Testing throughout the course of a Player’s
suspension period. The LPGA shall notify the Testing Agency of each Player who is subject to Reinstatement Testing. Each above-referenced Player shall be required to provide all relevant whereabouts information requested of her to the Testing Agency and/or the LPGA and must make herself available to the Testing Agency for Reinstatement Testing. All costs related to such Reinstatement Testing shall be paid by the Player.

3. Confidentiality of Testing: The LPGA and its Testing Agency shall maintain confidentiality with respect to the Testing process by not disclosing any of the following details: time, place, and location of Testing, Players’ compliance with the Testing process, the name and identity of Tested Players, and Test results, except as otherwise provided under this Protocol. Any communication with the LPGA relating to the Testing process shall be directed to the Administrator. On-site Anti-Doping Officials shall not disclose information about the Testing process to any person other than the Doping Control Officer, except that Anti-Doping Officials may explain procedures to a Player selected for Testing.

4. Laboratory Standards: Doping Control Samples shall be analyzed in a WADA-accredited laboratory or other laboratory approved by LPGA. The laboratory analysis results shall then be reported to the Testing Agency and the Administrator, in accordance with the LPGA Standards for Testing.

5. Player Samples: Except as provided in Section F-6 above, no Sample may be used by the laboratory without the Player’s written consent for any purpose other than to detect any substances or methods on the Prohibited List or within the Drugs of Abuse definition or to establish a Player’s testing patterns and profile.

I. Results Management

1. Notice of Negative Testing: The Testing Agency shall notify the Administrator of the identity of the Players with negative Test results. The Administrator shall then notify such Players of their negative Test results.

2. Review for Compliance with LPGA Standards for Testing and WADA International Standard for Laboratories: If the Testing Agency receives a report from a laboratory of an Adverse Analytical Finding, it shall conduct a review to determine whether there is any apparent departure from the LPGA Standards for Testing and/or the WADA International Standard for Laboratories that caused the Adverse Analytical Finding.

3. Notice of Adverse Analytical Finding: If the initial review described in Section I-2 does not reveal a procedural infirmity that clearly invalidates the Adverse Analytical Finding, the Testing Agency shall notify the Administrator of the Adverse Analytical Finding.
4. **Procedural Infirmity:** If the initial review described in Section I-2 reveals a procedural infirmity that renders the laboratory result invalid, the Testing Agency shall notify the Administrator identifying the Player involved and await direction from the Administrator as to whether further investigation or testing is warranted.

5. **Notice of Doping Allegation to Player:** If the Administrator receives information from the Testing Agency or if information is developed through investigation that a Doping Offense may have occurred, or if there is other evidence of a Doping Offense, the Administrator shall notify the Player of the following information (if applicable):

   a. **An Adverse Analytical Finding:**
      
      i. **Rule Violated:** The anti-doping rule violated;

      ii. **B-Sample Testing:** The Player’s right to request the analysis of the B-Sample in writing within ten (10) calendar days of the Player’s receipt of notification of the Adverse Analytical Finding or, failing such request, that the B-Sample analysis may be deemed waived;

      iii. **B-Sample Attendance:** The opportunity for the Player and/or the Player’s representative to attend the opening and analysis of the B-Sample if such analysis is requested;

      iv. **Date of Laboratory Analysis:** The proposed dates, time and place for the B-Sample analysis;

      v. **Laboratory Documentation:** The Player’s right to request copies of the A-Sample and B-Sample laboratory documentation package, which includes information as required by the WADA International Standard for Laboratories; and

      vi. **Player Explanation:** The Player’s right to provide a written explanation to the Administrator with relevant facts and background information regarding the Player’s health, the Test and any related circumstances, any contested issues, and any other relevant mitigating or extenuating factors or other information.

      vii. **Further Investigation:** If the B-Sample result fails to confirm the A-Sample result, then the Administrator shall determine whether further investigation is warranted or whether the Tests will be treated as negative and the matter closed.

   b. **Other Doping Offenses:**
      
      i. **Violation:** The Article and Section alleged to have been violated and a brief description of the facts upon which the violation is based.
ii. **Opportunity for Explanation:** The Player’s right to provide a written explanation to the Administrator with relevant facts and background information regarding the Player’s health, circumstances, contested issues, and any other relevant mitigating or extenuating factors or other information.

6. **Details of B-Sample Analysis:** Unless otherwise directed by the Administrator, the B-Sample may only be analyzed in the same laboratory that analyzed the Player’s A-Sample. If a Player requests an analysis of a B-Sample, the Testing Agency will give the Player a choice of two (2) analysis dates, as provided by the laboratory. If both dates are not suitable to the Player, the Testing Agency will attempt to coordinate one (1) alternate date. If an agreement on the analysis date cannot be reached between the laboratory and the Player within three (3) business days, the Testing Agency will determine the B-Sample analysis date in consultation with the laboratory, irrespective of the availability of the Player or her representative. In the event that neither the Player nor her representative is available to be present for the B-Sample analysis, the laboratory will provide an independent surrogate, at no cost to the Player, to witness the opening and analysis of the B-Sample on the Player’s behalf.

7. **Cost of B-Sample Analysis:** Costs associated with the analysis of the B-Sample will be assessed as follows:

   a. **Confirmation Result:** If the B-Sample result confirms the A-Sample result, all costs related to such analysis will be borne by the Player.

   b. **Non-Confirmation Result:** If the B-Sample result does not confirm the A-Sample result, all reasonable costs will be reimbursed by the LPGA. Reasonable costs include reasonable travel expenses for the Player or her representative (but not both) to witness the B-Sample opening and analysis, but do not include any professional fees associated with the Player’s retention of a representative.

8. **Doping Charge Determination and Penalty:** After reviewing the Player’s explanation (if any) and circumstances, the Administrator shall decide whether to charge the Player with a Doping Offense. The Player should be notified of the Administrator’s decision and resulting penalty (if any), pursuant to Section K. The penalty will be imposed ten (10) calendar days after notification unless the Player advises the Administrator in writing that she desires to appeal the Administrator’s decision as provided in Section J below. If the Player fails to appeal within the time specified, then the Administrator’s decision shall be final and not subject to any further challenge or appeal.

9. **Player Prize Money:** The prize money (if any) earned at a Tournament at which the Player’s Sample was collected for Testing will be held in an interest-bearing account
pending the laboratory analysis of the Player’s Sample. This prize money will be released to the Player if and when:

a. **Negative Test Result:** The Player’s A-Sample is reported by the Testing Agency as negative; provided that the Testing Agency does not report any other Doping Offense;

b. **Unconfirmed Test Result:** Analysis of the Player’s B-Sample does not confirm the result from an A-Sample Adverse Analytical Finding; provided that the Testing Agency does not report any other Doping Offense; or

c. **Player Found Not to Have Committed a Doping Offense:** After the appellate hearing, the Player is found not to have committed a Doping Offense.

Otherwise, the Player will forfeit all related prize money, ranking points, titles and awards (if any) as stated in Section K of this Protocol.

10. **Provisional Suspension for Doping Offenses:** Any Player charged with a Doping Offense may be issued a Provisional Suspension at the discretion of the Administrator. If a Doping Offense is ultimately found to have occurred and a penalty is issued, the Player shall be credited for the period of time she served a Provisional Suspension.

11. **Player Participation During a Provisional Suspension:** Any Player charged with a Doping Offense and who has received a Provisional Suspension may not compete on any other women’s professional golf tour that impacts the WWGR during the Provisional Suspension period. If a Player violates the above prohibition, the penalty for such violation shall be an extension of her then current suspension penalty assessed under Section K-2 of the Protocol by fifty percent (50%), it being understood that, any time a Player violates the above prohibition, her suspension penalty assessed under Section K-2 shall start over as a new penalty, to commence directly after her final tournament played on another women’s professional golf tour that impacts the WWGR (for example purposes only, if a Player is charged with a Doping Offense, receives a Provisional Suspension, does not play for two (2) months, is found guilty of a Doping Offense and receives a one (1) year suspension, she will receive a credit for the two (2) month period of time she served a Provisional Suspension; however, if such Player then plays for a ten (10) month period on another women’s professional golf tour that impacts the WWGR, such Player’s one (1) year suspension shall thereafter start over and shall be increased by fifty percent (50%), resulting in a one and one-half (1.5) year suspension period. The Player may request an appellate hearing in accordance with Section J of the Protocol to challenge the imposition of such an additional suspension penalty.

**J. Appeal**
1. **Appellate Hearing:** The LPGA shall provide an appellate process for any Player charged by LPGA with a Doping Offense and who does not waive the right, or is deemed not to have waived the right, to an appellate hearing pursuant to Section I-8 above. The appellate process shall address whether a Doping Offense was committed, and, if so, what the appropriate penalty should be. The appellate process shall respect the following principles:

   a. **Legal Representation:** The Player has the right to be represented by counsel, at her own expense;

   b. **Evidence and Witnesses:** The Player has the right to respond to the charges against her and to present evidence, including the right to call witnesses in her defense and question witnesses against her. The Appellate Panel shall have the discretion to assess the admissibility of evidence and to decide whether it will accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise);

   c. **Timeframe:** A hearing shall be provided in a timely manner and shall be concluded no later than ninety (90) calendar days after the Administrator’s issuance of the doping charge pursuant to Section I-8;

   d. **Impartial Panelists:** The Appellate Panel shall be fair, impartial and free of any conflicts of interest with respect to the parties involved;

   e. **English Language:** The proceedings will be conducted in, and the Appellate Panel’s decision shall be issued in English. The Player has the right to an interpreter at the hearing, at her own cost and expense; and

   f. **Written Decision:** The Appellate Panel shall provide a timely, written, reasoned decision.

2. **Time Limit Extension:** The Appellate Panel may, upon good cause shown by either party, extend the ninety (90) day time limit for conducting the hearing provided for in Section J-1-c above; provided, however that, absent extraordinary circumstances, said extension shall not exceed sixty (60) calendar days.

3. **Adoption of Appellate Procedures:** The LPGA Appellate Procedures are attached to this Protocol as “Exhibit C”. The LPGA shall have the sole discretion to revise the Appellate Procedures, provided that any such revision(s) will not take effect for at least sixty (60) calendar days from the date of publication of the revision(s). Any such revision(s) shall be promptly published and made available to all Players; revisions shall be deemed published when posted on the LPGA Web site and/or the LPGA Player extranet.

4. **Consolidation of Appellate Hearings:** Pursuant to Section K-7 of this Protocol, hearings for multiple contemporaneous offenses may be consolidated into one (1)
hearing, at the discretion of the Appellate Panel or upon agreement of the LPGA and the Player charged with a Doping Offense. The Appellate Panel’s decision shall be binding on both parties. If the Player appeals pursuant to Section I-8, it is understood that all Appellate Panel decisions shall be final and shall not be subject to further judicial or other review.

5. Venue for Appellate Hearings: The venue for all hearings shall be in Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.

6. Handling of Decisions: The Appellate Panel shall provide its written decision to both the Player and the LPGA. Any written decision given to the LPGA shall be kept confidential and disclosed only to parties in future doping appeals under this Protocol. The written decision shall be redacted to eliminate all information reasonably believed to identify the Player (including nationality and name of the Player, date, and location of the Tournament or where the Sample was collected). If a Player’s identity is determined from the redacted written decision, the LPGA shall not be liable, provided it has acted in good faith.

K. Penalties

1. Mandatory Disqualification:

   a. Disqualification and Forfeiture of Prize Money: Any Player who is found to have committed a Doping Offense shall be disqualified from any Tournament in which she participated from the date of the Doping Offense until the expiration of her suspension period, and she shall forfeit all related prize money, ranking points, titles, and awards (if any) earned at, or as a result of participation in, such Tournament(s). The LPGA shall use any interest earned from the forfeited prize money to fund the Program.

      i. Restitution: Any prize monies earned from participation in Tournaments in which a Player participates following the date of the Doping Offense shall, following conclusion of the adjudication process, be promptly paid back to LPGA. Following the conclusion of such Player’s suspension, payment of the aforementioned prize monies shall be a condition precedent to reinstatement of LPGA membership.

      ii. Attorneys Fees. For the protection of the collective LPGA membership, if a Player fails to pay the prize monies referenced in Section K-1-a-i above, Player shall pay LPGA any and all costs, including reasonable attorneys’ fees, which LPGA incurs in collecting such monies.
b. **Reallocation of Prize Money:** To the extent practicable and to the extent LPGA secures possession to such prize money, the LPGA shall reallocate prize money, ranking points, titles, and awards (if any) to other Players who competed in the Tournament(s) from which a Player was disqualified as a result of a Doping Offense, according to Tournament results, as if the Player had been disqualified from the Tournament(s). If LPGA is unable to secure possession of such prize money, it shall not be obligated to reallocate such prize money.

c. **Impact on Tournament Rankings:** In the event a doping penalty causes the winner of a given Tournament(s) to be disqualified, and there exists a tie for second place, the scores of the tied Players will be evaluated, according to the following guidelines, until the Player with the lowest score can be determined and a Tournament winner can be declared.

   i. The lowest individual score in the final round;

   ii. The lowest individual score in the penultimate round;

   iii. The lowest individual score in the round preceding the penultimate round;

   iv. The lowest individual score in the round occurring two (2) rounds prior to the penultimate round (e.g., 1st of 4 rounds);

   v. A hole-by-hole scorecard playoff using the scores from the final round, calculated in reverse hole order;

   vi. A hole-by-hole scorecard playoff using the scores from the penultimate round, calculated in reverse hole order;

   vii. A hole-by-hole scorecard playoff using the scores from the round preceding the penultimate round, calculated in reverse hole order;

   viii. A hole-by-hole scorecard playoff using the score from the round occurring two (2) rounds prior to the penultimate round, calculated in reverse order; and

   ix. The scoring average for the year, including the rounds completed at the Tournament in question.

The above criteria will be applied in the order in which each appears above until a single Tournament winner is determined.

2. **Suspension Penalties:**
a. **Penalties for Doping Offenses**: Any Player who is found to have committed a Doping Offense shall be disciplined as follows:

i. The first Doping Offense during the Player’s LPGA career shall result in a one (1) year suspension from LPGA Tournament play, and all other LPGA activities. After serving the suspension, the Player shall have the status and exemptions on the LPGA Tour as if she voluntarily decided not to play during the period in which she was suspended.

ii. A second Doping Offense during the Player’s LPGA career shall result in a two (2) year suspension from LPGA Tournament play, and all other LPGA activities. In addition, the Player shall lose her membership in the LPGA and any previously earned Tournament exemptions. Following the two (2) year suspension, she may regain her LPGA membership and eligibility on the same terms available to other non-members (for example, by attending an LPGA Sectional Qualifying Tournament, the LPGA Final Qualifying Tournament, or obtaining a sponsor’s exemption).

iii. A third Doping Offense during the Player’s LPGA career shall result in permanent loss of LPGA membership, a lifetime ban from participation in LPGA Tournament play, and ineligibility to participate in all other LPGA activities.

b. **Suspension Start Date**: Except as provided below, the suspension period shall start on the date of the Doping Offense.

c. **Participation While Suspended**: No LPGA Player, while serving a doping-related suspension under this Protocol, may participate in any capacity, other than as a spectator, in an LPGA Tournament or any other LPGA activity. This includes, but is not limited to: practice rounds, Professional-Amateur events held in conjunction with any LPGA Tournament or LPGA activity, Tournament qualifying rounds, or sectional qualifying Tournaments, and serving as caddie or coach for another Player, etc; provided, however, that if a Player loses membership as a result of a Doping Offense and intends to return to the LPGA as a member in the following season, such Player may participate only in LPGA Qualifying School in order to regain membership, provided she has complied in good faith with any applicable suspension period. If a Player competes on any other women’s professional golf tour that impacts the “Rolex Women’s World Golf Rankings” while serving a doping-related suspension under this Protocol, the penalty for such violation shall be an extension of her then current suspension period by fifty percent (50%), it being understood that, any time a Player violates the above prohibition, her suspension penalty assessed under Section K-2 shall start over as a new penalty, to commence directly after her final tournament played on another women’s professional golf tour.
golf tour that impacts the WWGR (for example purposes only, if, after serving six (6) months of a one (1) year suspension under this Protocol, a Player then plays for a six (6) month period on another women’s professional golf tour that impacts the WWGR, such Player’s one (1) year suspension shall thereafter start over and shall be increased by fifty percent (50%), resulting in a one and one-half (1.5) year suspension period.

d. **Whereabouts Information Requirement:** Throughout the course of a Player’s suspension period, she will be required to provide all relevant whereabouts information requested of her to the Testing Agency and must make herself available to the LPGA for Out-of-Competition Target Testing prior to resuming play in her first Tournament.

e. **Retirement to Avoid Suspension:** If a Player who is subject to a doping-related suspension retires from professional golf competition and later seeks reinstatement of her membership to the LPGA, that Player shall not be eligible for reinstatement until she has served and completed the suspension remaining as of the date of retirement. Retirement shall not be used to avoid a Doping Offense charge pursuant to Section I-8, an appellate hearing (if applicable) pursuant to Section J, or the serving of a doping-related suspension.

f. **Penalty for Drugs Of Abuse:** The presence of a Drug of Abuse in a Player’s Sample (regardless of how such Drug of Abuse entered her body) collected in connection with Testing and/or a Player’s admission to having Used a Drug of Abuse will result in a penalty in accordance with Section F-7 of the Protocol.

3. **Reduction of Penalties - Fault:**

a. **Guidelines for Reduction of Penalty:** The Administrator and/or Appellate Panel may reduce an otherwise applicable doping penalty period as follows.

i. The suspension period may be reduced based on the Player’s degree of Fault; provided, that, under each circumstance, the Player shall, at a minimum, remain disqualified from the Tournament in which she committed the Doping Offense. If the otherwise applicable suspension period is a lifetime ban, the suspension period may be reduced based on the Player’s degree of Fault, but may be no less than eight (8) years.

For sake of clarity, the following scenarios are examples of situations that would not result in any reduction (these examples do not constitute an exhaustive list):
a. A Player ingests or administers a nutritional supplement or herbal remedy that contains a Prohibited Substance (as an ingredient or contaminant) that is not disclosed on the product’s label, if any.

b. A Player claims that a member of her Support Personnel gave her a Prohibited Substance without her knowledge.

ii. For Doping Offenses arising under Section D-1 (“presence” of a Prohibited Substance in a Sample) of this Protocol, the Player must, in order to receive any available reduced suspension period under this Section K-3, also establish how the Prohibited Substance entered her body.

b. Inapplicability: Article K-3-a shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-4 or K-5; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a Fifty Percent (50%) reduction under Article K-4-a and also receive a further reduction for Substantial Assistance under K-5).

4. Reduction of Penalties for Admissions:

a. Admission Before LPGA Learns of Doping Allegation: Where a Player voluntarily admits the commission of a Doping Offense before having received notice of a doping allegation under Section I-5 of the Protocol and that admission is the only reliable evidence of a Doping Offense at the time of admission, then the suspension period may be reduced by the Administrator, but by no more than fifty percent (50%) of the applicable suspension period.

b. Admission After LPGA Learns of Doping Allegation: Where a Player voluntarily admits the commission of a Doping Offense after having received notice of a doping allegation under Section I-5 but before a doping charge is determined under Section I-8 of this Protocol, then the suspension period may be reduced by the Administrator, but by no more than twenty-five percent (25%) of the applicable suspension period.

c. Inapplicability: Article K-4-a and K-4-b shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-3 or K-5; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a 50% reduction under Article K-4-a and also receive a further reduction for Substantial Assistance under K-5).
5. **Reduction of Penalties for Substantial Assistance:** The Administrator may defer a part of the period of suspension imposed in an individual case where the Player has provided Substantial Assistance to the LPGA or a criminal authority which results in the LPGA discovering or bringing forward a Doping Offense committed by another Player or which results in a criminal authority discovering or bringing forward a criminal offense against another Player. The extent to which the otherwise applicable suspension period may be deferred shall be based on the seriousness of the Doping Offense committed by the other Player and the significance of the Substantial Assistance provided by the Player in an effort to eliminate doping in golf. No more than three-quarters of the otherwise applicable period of suspension may be deferred. If the otherwise applicable period of suspension is a lifetime suspension, the non-deferred period under this section must be no less than eight (8) years. Article K-5 shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-3 or K-4; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a Fifty (50%) reduction under Article K-4-a and also receive a further reduction for Substantial Assistance under K-5).

6. **Halls of Fame Implications:**

   a. **Inactivity:** Any Player who is suspended due to a Doping Offense may be considered “inactive” for the year in which the Doping Offense occurred.

   b. **Ineligibility:** Any Player who receives two doping-related suspensions in her career will be ineligible for election to the Halls of Fame; provided, however, that this provision shall not apply to any suspension mitigated based on Articles K-3 – K-5.

   c. **Forfeiture of Points Earned:** A Player shall forfeit all points that would count toward her entrance into the Halls of Fame earned between the date a Doping Offense occurred and the end of a suspension period.

7. **Multiple Contemporaneous Doping Offenses:**

   a. **Single Tournament or Sample:** If one (1) sample taken from one (1) Tournament results in an Adverse Analytical Finding for different Prohibited Substances, the separate findings shall be considered separate Doping Offenses.

   b. **No-Notice Identical Separate Adverse Analytical Findings:** If more than one (1) Sample, taken from a Player at separate Tournaments, results in an Adverse Analytical Finding for the same Prohibited Substance, the separate Adverse Analytical Findings shall be considered as one (1) Doping Offense if all the Samples were collected before the Player was on notice from the Administrator that any of them were Adverse Analytical Findings.
c. **Multiple Distinct Adverse Analytical Findings:** If multiple Samples, taken from a Player at separate Tournaments, result in Adverse Analytical Findings for different Prohibited Substances, the separate Adverse Analytical Findings shall be considered separate Doping Offenses, regardless of whether the Player was on notice of the prior Adverse Analytical Findings. The appeal of such offenses may be consolidated into one (1) hearing at the discretion of the Appellate Panel, or upon agreement of the LPGA and the Player charged with a Doping Offense.

d. **Multiple Inadequate Whereabouts Filings or Missed Tests:** As it relates to Reinstatement Testing only, where a Player fails to file whereabouts information or a Player misses an Out-of-Competition Test, subsequent whereabouts filing failures or missed Out-of-Competition Tests may only be counted towards a Doping Offense if the Player was put on notice, in accordance with Section E-4-a or E-5-a of the Protocol, prior to the required whereabouts filing or missed Out-of-Competition Test.

L. **Exclusive Remedy; Release**

Players who are alleged to have committed a Doping Offense, or who seek to appeal the denial of a TUE, must raise all of their claims and defenses through the procedures specified in this Protocol and are precluded from any other form of dispute resolution. Players also agree that challenges to the Testing process will not be initiated until after the LPGA concludes that a Doping Offense has occurred and provides notice to the Player under Section I-5 of the Protocol. The final decisions of the Administrator under Section I, the Appellate Panel under Section J or TUE Panel or TUE Appeal Specialist under Section G of this Protocol shall be considered binding on all parties and shall preclude any additional legal action. Any Player who initiates a legal action in violation of this Section shall pay all of the LPGA’s reasonable costs incurred in defending against such action.

As a condition of membership or participation in a Tournament, each Player hereby releases the LPGA, the LPGA Commissioner, the Administrator, and each director, officer, member, employee, agent or representative of any of the foregoing, jointly and severally, individually and in their official capacity, 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 Program.

M. **Confidentiality**

1. **Disclosure of Pending Cases:** Neither the LPGA nor the Testing Agency shall publicly disclose the identities of Players whose cases are pending in the results-management process.
2. **Confirmation of Public Knowledge:** The LPGA shall not publicly comment on the specific facts of any pending case (as opposed to general description of process and science) except in response to public comments attributed to the Player or her representative(s). In the event that a Player or Player’s representative(s) or others associated with the Player make(s) public comments about their case or the process involving the Player, then the LPGA may respond publicly to such comments.

3. **Disclosure:** The LPGA shall publicly disclose the identity of a Player and her penalty after a full adjudication procedure is conducted and the Player is found to have committed a Doping Offense or the procedure is waived.

N. **Mutual Recognition of Penalties**

The LPGA shall recognize and enforce penalties imposed by other women’s golf tours to the extent that such penalties and rules are materially consistent with this Protocol. Players may appeal the LPGA’s decision to enforce another tour’s penalty to the Appellate Panel. Appeals must be filed within ten (10) calendar days of notice to the Player of the LPGA’s decision, and shall be conducted in accordance with the procedures in Section J of the Protocol. The Appellate Panel’s decision -- which may affirm, invalidate, or modify the LPGA’s penalty -- shall be final and binding and not subject to further appeal. Any suspension imposed by the LPGA on a Player shall remain in effect pending the appeal, unless the Appellate Panel orders otherwise. To the extent necessary for the Appellate Panel to review and decide any such appeal, Player consents to the release of any information, confidential or otherwise, used or otherwise disclosed in connection with the circumstances surrounding a penalty imposed by another women’s golf tour, it being understood that, once received, the Appellate Panel will be charged with treating such information in a confidential manner.

O. **Statute of Limitations**

No Doping Offense proceeding may be commenced against a Player based on Section D-1 (presence) or Section D-2 (Use) unless such action is commenced within ten (10) years from the date the violation is asserted to have occurred. Actions based on any other Doping Offense must be commenced within fourteen (14) years from the date when the violation is asserted to have occurred. An action shall be deemed commenced when the Administrator provides the Player with written notification of an alleged Doping Offense pursuant to Section I-5 of the Protocol.

P. **Interpretation of this Protocol**

1. **Independence and Autonomy:** This Protocol shall be interpreted as an independent and autonomous text and not by reference to the law or statutes of any one (1) country.

2. **Use of Headings:** The headings used for the various sections and subsections in this Protocol are for convenience only and shall not be deemed part of the substance of
the Protocol or to affect in any way the language of the provisions to which they refer.

3. **Retroactive Application:** This Protocol shall not apply retroactively to substantive matters pending before the date this Protocol is approved, but will hereafter apply retroactively for procedural matters and rules pending before the date this Protocol is approved. For avoidance of doubt, the substantive matters will be governed by the anti-doping rules in effect at the time the alleged Doping Offense occurred unless the Administrator in determining whether a Doping Offense occurred or the Appellate Panel hearing an appeal determines that the principles of “lex mitior” appropriately applies under the circumstances.

4. **English Version Controlling:** If this Protocol is translated into any other language and a discrepancy in interpretation arises, the English language version and interpretation shall be controlling.

**Effective Dates:** Published on December 22, 2014. Effective January 1, 2015.
EXHIBIT “A”

LPGA STANDARDS FOR TESTING

A. Definitions. The definitions contained in Section A of the Protocol shall apply to the LPGA Standards For Testing.

B. Scope and Purpose

1. The purpose of the LPGA Standards for Testing is to provide a uniform process and procedure for Testing Player Samples.

2. The Testing Agency, and when applicable, the LPGA, shall substantially follow the processes and procedures detailed herein.

3. The LPGA shall have the sole responsibility and discretion to revise these LPGA Standards for Drug Testing; provided, however, that any such revision(s) shall not take effect until thirty (30) calendar days from the date of publication of the revision(s). Revisions shall be deemed published when posted on the Player extranet.

C. Planning and Data Collection

1. The Administrator shall develop a Test distribution plan, inclusive of the Players to be selected for Testing. The Administrator and Testing Agency shall establish a system for maintaining Test distribution planning data. Such data shall be used to assist in determining whether modifications to the Program or these LPGA Standards for Testing are necessary.

2. The LPGA, and its Testing Agency, reserve the right to Test any Player found guilty of committing a Doping Offense throughout the course of a Player’s suspension period. During a Player’s Reinstatement Testing period, the LPGA and Testing Agency shall plan and implement Out-of-Competition Sample Collections based on the following information:

   a. A suspended Player shall provide complete and accurate whereabouts information on a monthly basis so that she can be easily located for Testing at any time during such time period, such information to include, at a minimum:

      i. Complete mailing address for Player correspondence, notice of which shall be deemed received by Player two (2) days after mail deposit;

      ii. Electronic mail address for Player correspondence, notice of which shall be deemed received by Player upon record that such notice has been sent;
iii. For each day during the whereabouts filing requirement period, the full address of the place where the Player will be residing or visiting;

iv. For each day during the whereabouts filing requirement period, the name and address of each location where the Player will routinely train, practice, work or conduct any other regularly scheduled activity, as well as usual time frames for such activities;

v. Player’s Tournament schedule for the whereabouts filing requirement period; and

vi. Other information necessary for Testing Agency to gain access to the above described locations;

b. The Player shall use the LPGA-designated whereabouts filing system for filing purposes;

c. During each day of the whereabouts filing requirement period, the Player shall be required to specify where she will be in 60-minute increments from 7:00 AM – 7:00 PM;

d. Where any change in circumstances means that the information previously provided by or on behalf of the Player in whereabouts information filing is no longer accurate or complete, it is the Player’s duty and obligation to update and supplement her whereabouts information so that such information is accurate and complete.

e. A Player shall be charged for the cost of an attempted Out-of-Competition Test at a location and at a time indicated on her whereabouts filing, if she is not at said location within two (2) hours after Sample Collection Personnel arrives at said location for Testing, and has failed to timely update her whereabouts filing pursuant to Section C-2-d above.

D. Notifying Players of their selection for Testing

1. In conjunction with the Sample Collection Personnel, the Administrator shall monitor the conditions to ensure that Escorts or Sample Collection Personnel are deployed to make notification of Player(s) to be Tested.

2. The Administrator, with the assistance of the Escorts and/or Sample Collection Personnel, if necessary, shall:

   a. Establish the location of the Player(s) selected for Testing;

   b. Plan the approach and timing of the notification of Player(s);
c. Ensure that the *Player* is the first one to be notified of her selection for *Testing*, except when a third party is required to be notified, as in situations where an interpreter is necessary to assist in completing the effective notification process, or a parent or guardian is notified on behalf of a minor;

d. Inform the *Player* of the authority under which the *Testing* is to be conducted;

e. Inform the *Player* that it is her responsibility, pursuant to the *Program*, to:

   iv. Submit and comply with the *Testing* process;

   v. Produce identification at the *Doping Control Station*;

   vi. Remain within sight of her *Escort* or *Sample Collection Personnel* at all times, beginning from the moment of notification until arrival at the *Doping Control Station*;

   vii. Remain within the grounds of the *Tournament* site or *Doping Control Station*; and

   viii. Report to the *Doping Control Station* within sixty (60) minutes from the time of notification.

f. Inform the *Player* of her right to:

   i. Have an interpreter with her throughout the *Sample Collection* process;

   ii. Have a parent or legal guardian with her throughout the *Sample Collection Process*, if she is a minor;

   ii. Understand and ask for additional information about the *Testing* process; and

   iv. Request a delay in reporting to the *Doping Control Station* in order to fulfill media or fan-related appearance obligations.

g. Inform the *Player* that her *Support Personnel* may not accompany her to or enter the *Doping Control Station*; and

h. Escort the *Player* to the location of the *Doping Control Station*.

3. After notifying the *Player* of her selection for *Testing*, the *Escort* or *Sample Collection Personnel* shall be responsible for:

   a. Identifying herself to the *Player*;
b. Keeping the Player under observation at all times, until arrival at the Doping Control Station;

c. Obtaining the Player’s signature on the appropriate form to acknowledge and accept that proper notification has been given. Any such refusal or evasion shall be documented by the Escort or Sample Collection Personnel and reported to the Testing Agency by the Sample Collection Personnel in accordance with Section H of this Exhibit “A”;

d. Providing the Player with the opportunity to eat and hydrate, it being understood that the Player knows the risk of consuming anything from a source unknown or unfamiliar to her or that may contain an LPGA Prohibited Substance;

e. Informing Player that if she needs to urinate, she must do so only at the Doping Control Station;

f. Relaying any and all reasonable requests of a Player to delay reporting to the Doping Control Station within sixty (60) minutes of acknowledgement and acceptance of notification. Any such delays shall be documented by both the Sample Collection Personnel and Escort and reported to the Testing Agency; and

g. Observing and documenting, while escorting the Player, any unusual incident or matter that might compromise the Testing process.

4. A Sample Collection Personnel may grant a reasonable request from a Player to delay reporting to the Doping Control Station beyond sixty (60) minutes and/or once the Player arrives at the Doping Control Station and wishes to leave, if the Player can be continuously chaperoned during the delay and if related to the following activities:

   a. For In-Competition Testing:

      i. Gathering and securing her personal belongings and competition equipment;

      ii. Participation in a victory ceremony;

      iii. Fulfillment of media commitments;

      iv. Obtaining necessary medical treatment;

      v. Locating an interpreter, parent or guardian;

      vi. Making alternative child care arrangements; or
vii. Making alternative travel arrangements.

b. For Out-of-Competition Testing:
   i. Locating an interpreter, parent, or legal guardian;
   ii. Completing a training or practice session, or round of golf;
   iii. Receiving necessary medical treatment;
   iv. Obtaining photo identification; or
   v. Emergency involving injury or hospitalization of a family member.

Any approval to delay reporting to the Doping Control Station shall be conditioned upon an agreement between the Player and the Sample Collection Personnel that the Player will not urinate unless she does so at the Doping Control Station.

5. If the Player reports to the Doping Control Station after the sixty (60) minute period or after the expiration of the extended reporting time and prior to Sample Collection Personnel departure, the Sample Collection Personnel shall, if possible, proceed with Sample Collection and shall report and document the details of the delay in accordance with Section H of this Exhibit “A”.

E. Preparing for Sample Collection

1. The Testing Agency shall be responsible for:
   a. The overall conduct of Sample Collection procedures;
   b. Delegating specific responsibilities to the Sample Collection Personnel; and
   c. Establishing a system for obtaining all information necessary to ensure that the Sample Collection is conducted effectively.

2. The Sample Collection Personnel will be responsible for the following activities in relation to the preparation for a Sample Collection:
   a. Ensuring that no one other than Doping Control Personnel, Players, parents, guardians or interpreters are present in the Doping Control Station for the duration of the Sample Collection. Police officers, emergency medical professionals, security or maintenance personnel may enter the Doping Control Station only to resolve emergency situations. The entry of any parties other than Sample Collection Personnel, Players, parents, guardians or interpreters (if any) shall be documented and reported to the Testing Agency
and the LPGA by the Sample Collection Personnel, with the understanding that the presence of any third party other than those identified above shall not invalidate any process or result;

b. Using Sample Collection Equipment systems that are authorized by the Testing Agency and meet the following standards:

i. Sample Collection Equipment shall have a unique barcode system for items used to seal the Player’s Samples;

ii. Sample Collection Equipment shall have a sealing system that is tamper proof and ensures the identity of the Player is not evident from the equipment itself; and

iii. Sample Collection Equipment shall be clean and sealed in plastic packaging prior to use by the Player.

F. Conducting Sample Collection

1. Sample Collection Personnel shall have the responsibility for ensuring that each Sample is properly collected, identified and sealed, as well as directly witnessing the passing of the Sample into the beaker.

2. The following steps shall be followed in order to ensure that the Samples are properly collected:

   a. Prior to initiating Sample Collection, the Sample Collection Personnel shall confirm that the Player to be Tested is the same Player selected for Testing. The Player must provide photo identification, or be identified by the Administrator prior to entering the Doping Control Station. Any failure to confirm the identity of the Player shall be documented.

   b. The Player will randomly select a set of beaker barcode labels. The Sample Collection Personnel shall affix a barcode label on the Player’s DPF.

   c. The Sample Collection Personnel shall ensure that the Player is offered a choice of select Sample Collection Equipment and shall instruct the Player to randomly select her own beaker from a container of beakers, remove it from the wrapping, and place the second barcode label on top of the beaker lid.

   d. If the Player is not satisfied with the selected beaker, she may select another. If the Player is not satisfied with any of the available beakers, this information shall be recorded by the Sample Collection Personnel. If the Sample Collection Personnel does not agree with the Player’s opinion that all of the available beakers are unsatisfactory, she shall instruct the Player to continue with the Sample Collection process using a beaker that the Sample Collection
Personnel verifies is secure. If the Sample Collection Personnel agrees with the reasons put forward by the Player that all the available beakers are unsatisfactory, the Sample Collection Personnel shall terminate Sample Collection and shall document such actions accordingly.

e. Once the beaker is selected, the Player shall retain control of it and any Sample contained therein until the Player and the Sample Collection Personnel return to the Sample processing station where the Sample Collection Personnel will verify whether the Sample satisfies relevant laboratory guidelines, as provided below.

f. The Sample Collection Personnel shall escort the Player into a private area, preferably a toilet stall or private restroom, walking next to her with the Player’s beaker in sight at all times. The Player shall not carry any item other than her beaker into the private area. The beaker must remain closed until the Player urinates into the beaker under the observation of Sample Collection Personnel (a female). Sample Collection Personnel shall remain in the private area at all times during a Sample Collection.

g. To assure that the Player does not have any chemicals on her hands prior to opening the beaker, Sample Collection Personnel shall instruct the Player to rinse and dry her hands, without the use of cleansing agents, prior to urination. Sample Collection Personnel must observe the hand rinsing to assure that both of Player’s hands are under water and rinsed completely and thoroughly. If necessary, Sample Collection Personnel shall have the Player re-wash her hands.

h. The Player shall open the beaker and provide a Sample and Sample Collection Personnel shall witness the Sample leaving the Player’s body, after examining the naked exposed mid-body area (chest to knee caps) of the Player.

i. The Sample Collection Personnel shall use relevant laboratory specifications to verify that the volume of urine is sufficient to satisfy the laboratory requirements for analysis, in full view of the Player. Once a Sample of sufficient volume is provided by the Player, Sample Collection Personnel shall instruct the Player to close the beaker with a lid and retain possession of the beaker until Sample Collection Personnel and Player return to the Sample processing station. Sample Collection Personnel shall create a written record of witnessing the Sample delivery process and document any Player problems or concerns.

j. Once a Sample of sufficient volume is provided by the Player, Sample Collection Personnel shall escort the Player to the Sample processing station. The Sample Collection Personnel shall check the specific gravity and the pH of the Sample in the presence of the Player. The specific gravity of the Sample must be greater than 1.005. The Sample Collection Personnel shall
record the specific gravity on the DPF. The pH of the Sample must be between 4.5 to 7.5. The Sample Collection Personnel shall record the pH on the DPF.

k. Once a Sample has been provided that meets the specific gravity and pH requirements, the Sample Collection Personnel shall instruct the Player to select a Sample storage kit containing A and B bottles and a uniquely numbered set of Sample barcode seals from the available Sample Collection Equipment. The Player, after selection, shall check that all the barcode numbers match (except for identification of “A” and “B”) and are recorded correctly on the DPF and SCAN device by the Sample Collection Personnel. If the numbers are not the same, it shall be recorded by the Sample Collection Personnel and the Player shall choose another set of Sample barcode seals.

l. In the presence of the Player, the Sample Collection Personnel shall divide her Sample between the A and B bottles bearing the matching barcode numbers contained in the Sample storage kit. The Sample Collection Personnel shall fill the A and B bottles with the prescribed minimum volume of urine, as indicated by a line on the bottle, then shall fill the A bottle to the fill line indicated on that bottle.

m. The Sample Collection Personnel shall seal the A and B bottles with the Sample barcode seals selected by the Player, and check, in full view of the Player, that the bottles have been sealed properly.

3. If a Sample does not meet the requirements for volume, as indicated in Section F-2-i of this Exhibit “A”, the Sample Collection Personnel will be responsible for declaring that the Sample is of insufficient volume and for collecting additional Sample(s) from the Player in order to obtain sufficient volume. The Sample Collection Personnel shall respect the following procedures for obtaining additional Sample(s):

a. The Sample Collection Personnel shall inform the Player that the Sample is of insufficient volume for Testing and that further Samples must be collected to meet the relevant laboratory volume requirements.

b. The Player shall retain the beaker and keep it in her control at all times.

c. While waiting to provide an additional Sample, the Player shall remain under continuous observation of the Sample Collection Personnel and be given the opportunity to hydrate and nourish herself (containers must be sealed, approved by the Sample Collection Personnel, caffeine and alcohol free and free from all Prohibited Substances, and consumed only in the Doping Control Station), in the Doping Control Station.

d. If the Testing Agency or Administrator authorizes the Player to leave the Doping Control Station in order to eat, the Sample Collection Personnel shall
package the insufficient Sample. The Player will retain the Sample in her possession, and return to the Doping Control Station to complete the Sample Collection Process; provided, that, she follows the following packaging procedure:

i. Sample Collection Personnel shall have the Player select a uniquely numbered set of Sample barcode seals from the available Sample Collection Equipment and initial the Sample seal, and subsequently place such seal on the beaker in such a way that the act of opening the beaker would cause the seal to be broken;

ii. Sample Collection Personnel shall place a Sample bar code seal on the DPF;

iii. Sample Collection Personnel shall place the sealed beaker in the larger compartment of the plastic shipping bag;

iv. Sample Collection Personnel shall seal the plastic shipping bag in the same manner it is sealed for shipping of a sufficient Sample;

v. Sample Collection Personnel shall have the Player sign a tamper proof seal placed on the bag in such a way that any subsequent seal breakage or tampering would be evident to the Player;

vi. The sealed, signed insufficient Sample shall remain in the Player’s possession and Player shall be followed by Escort or Sample Collection Personnel at all times and in all places while outside of the Doping Control Station;

vii. Once the Player returns to the Doping Control Station, she shall show her photo identification to the Sample Collection Personnel;

viii. Sample Collection Personnel shall inspect the plastic shipping bag to ensure that the beaker contains the Player’s insufficient Sample and that the seals are unbroken and tamper free;

ix. Provided that the seals are unbroken and tamper free, the Sample Collection shall continue, as outlined in Section F-3-d of this Exhibit “A”;

x. In the event that the Sample Collection Personnel concludes that the plastic shipping bag or beaker containing the insufficient Sample was broken or tampered with, or Player elects to provide a new Sample due to her concerns over integrity of the seals, the insufficient Sample shall be discarded and the Sample Collection, as outlined above starting at Section 2-a of this Exhibit “A”, shall be repeated.
e. When the Player is ready to provide additional urine, the Player, along with the Sample Collection Personnel, shall proceed to the private area with the closed beaker that contains the insufficient Sample.

f. The collection process as outlined above starting at Section F-2-a of this Exhibit “A” shall be repeated.

4. If a Sample does not meet the laboratory pH or specific gravity guidelines as indicted in subsection F-2-j of this Exhibit “A”, the following procedures shall be implemented:

   a. The Sample Collection Personnel are responsible for informing the Player that she is required to provide a further Sample(s) and for collecting such additional Sample(s) in accordance with the Testing Agency’s established criteria. The Sample Collection Personnel will ask the Player to discard the invalid Sample into the toilet, in the presence of the Sample Collection Personnel.

   b. The collection procedures shall be repeated as provided in subsections 2 and 3 of Section F of this Exhibit “A” and in accordance with the Testing Agency’s criteria for the number of additional Samples to be collected. During this time, the Player shall not consume any fluids, but may ingest food.

   c. The Sample Collection Personnel shall record that the Samples collected were obtained from a single Player and shall indicate the order in which the Samples were provided.

   d. If it is determined by the relevant laboratory that all of the Player’s Samples do not meet the laboratory’s pH and specific gravity requirements for analysis and this is not related to natural causes, the Administrator shall schedule another Sample Collection for the Player as a Target Test, as soon thereafter as possible.

   e. If a Target Test also results in Samples that do not meet the laboratory’s pH and/or specific gravity requirements for analysis, the Testing Agency may initiate an investigation of whether a possible Doping Offense has taken place. The LPGA may charge the Player with a Doping Offense, in accordance with Section I-8 of the Protocol, based upon the results of the investigation.

5. Requirements for Sample Collection

   a. Any unusual behavior by the Player and/or her interpreter, parent or guardian, if any, or anomalies with potential to compromise Sample Collection shall be recorded by Sample Collection Personnel and reported to the Testing Agency.
b. If there are doubts as to the origin or authenticity of the Sample, the Player shall be asked to provide an additional Sample, in accordance with the procedures outlined in this Section F of this Exhibit “A”.

c. The Sample Collection Personnel shall provide the Player with the opportunity to document any concerns she may have about how Sample Collection was conducted.

d. In conducting Sample Collection, the following information shall be recorded:

   i. Date and time of notification;

   ii. Type of Test (In-Competition or Out-of-Competition);

   iii. Date and time of Sample provision;

   iv. Sample barcode label and seal number(s);

   v. Required laboratory information on the Sample;

   vi. Any irregularities in notification or Sample Collection procedures;

   viii. Player comments or concerns regarding the conduct of the Sample Collection, if applicable;

   ix. Name and signature of the Player;

   xi. Name and signature of the interpreter, parent or guardian, if applicable; and

   xii. Name and signature of Sample Collection Personnel who witnessed the Sample provision.

e. The Player shall sign the DPF(s) to indicate her satisfaction or dissatisfaction with the Sample Collection procedures, and that Sample Collection Personnel conducted the Sample Collection in accordance with the Program. If deviations are alleged, the Player shall be required to provide another Sample, repeating the procedures in subsections 2, 3, and 4 of Section F of this Exhibit “A” (as necessary).

f. The Sample Collection Personnel shall provide the Player with a copy of the DPF(s) signed by her.

6. Players are prohibited from using a computer, cell phone, audio or visual recording device or taking photographs while in the Doping Control Station. The Sample Collection Personnel shall confiscate from a Player any device capable of assisting
the Player in engaging in any of the above-described prohibited activities. Any confiscated devices shall be returned to the Player upon her departure from the Doping Control Station, after she has completed the Sample Collection process. In the event of an emergency, only Sample Collection Personnel and/or the Administrator are authorized to make contact with parties outside the Doping Control Station.

G. Post-Test Security and Transport

1. Post-Test Security
   a. All Samples collected shall be forwarded by a reputable delivery service for analysis to the WADA accredited laboratory designated by the LPGA.
   b. The Testing Agency shall use its SCAN system technology to ensure that the documentation for each sealed Sample is completed and securely handled. Sample Collection Personnel shall ensure that this system is properly followed.

2. Transport
   a. Sealed Samples shall always be transported to the WADA accredited laboratory using the Testing Agency’s authorized transport method, as soon as practicable after the completion of Sample Collection.
   b. Documentation identifying the Player shall not be included with the Samples or documentation sent to the WADA accredited laboratory.
   c. The Sample Collection Personnel shall send all DPFs and other relevant Sample Collection documentation to the Testing Agency, as soon as practicable after the completion of Sample Collection.
   d. The DPF(s) shall be verified by the Testing Agency if receipt of either the Samples with accompanying documentation or Sample Collection documentation is not confirmed at their intended destination or a Sample’s integrity or identity may have been compromised during transport. In this instance, the Testing Agency shall determine whether any Sample should be voided.

H. Investigating a Possible Failure to Comply

1. The Testing Agency is responsible for ensuring that:
   a. Any matters with the potential to compromise a Player’s Sample Collection are evaluated to determine if a possible Failure to comply has occurred;
b. All relevant information, including information from the immediate surroundings, when applicable, shall be obtained as soon as possible or when practicable to ensure that all knowledge of the matter can be reported and presented as evidence; and

c. Appropriate documentation is completed to report any possible *Failure to comply*.

2. All *Sample Collection Personnel* involved throughout *Sample Collection* are responsible for reporting any matter that has significant potential to compromise a *Test* to the *Testing Agency*.

3. If the matter has significant potential to compromise *Testing*, the *Player* shall be notified by the *Administrator* that a possible *Failure to comply*, or other circumstances, will be investigated by the *Testing Agency* and any appropriate follow-up action that will be taken.

4. The *Testing Agency* shall establish a system for ensuring that the outcomes of its investigation into the possible *Failure to comply*, or other circumstance, are considered for future *LPGA* disciplinary action and, if applicable, for further *Testing*. 
EXHIBIT “B”

2015 LPGA THERAPEUTIC USE EXEMPTION (TUE) APPLICATION

Please complete ALL sections. Type or print in block letters in blue or black ink. Incomplete applications will be returned and will need to be resubmitted. This application must be completed in ENGLISH.

1. **Player Information** (Indicate the address to which all correspondence relating to TUEs should be sent.)

<table>
<thead>
<tr>
<th>Last Name:</th>
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<tbody>
<tr>
<td>First Name:</td>
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<td>Playing Name (If different from above):</td>
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<td>Date of Birth (month/day/year):</td>
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<tr>
<td>Mailing Address:</td>
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<td>City:</td>
<td>State:</td>
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<tr>
<td>Zip Code:</td>
<td>Country:</td>
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Please type or print ALL telephone and fax numbers where you can be reached, including country code and area code:

| Contact Phone: |                                                                                      |
| Mobile Phone: |                                                                                      |
| E-mail: |                                                                                       |
| Fax Number: | Attention:                                                                            |

*TUE reply to be sent to: (Please select one option by ticking the appropriate box)*

- [ ] Fax: .....................................................
- [ ] E-mail: ..................................................
2. Prescribing Medical Doctor Information

Last Name: ____________________________________________

First Name: __________________________________________

Qualifications: (e.g. M.D., D.O., etc.) Medical Specialty: ____________________________

U.S. States in which licensed: ________________________________________________

(If not U.S. State licensed, please provide qualifications to prescribe) ______________

Mailing Address: ____________________________________________________________

__________________________________________________________________________

City: ____________________________ State: ____________________________

Zip Code: ____________________________ Country: ____________________________

Please type or print ALL telephone and fax numbers including country code and area code:

Contact Phone: ____________________________

Mobile Phone: ____________________________

E-mail: ____________________________

Fax Number: ____________________________

Other: ____________________________

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3. Medical Information: Diagnosis with sufficient medical information

Evidence confirming the diagnosis must be attached and forwarded with this application. In those cases where the evidence is not written in English, a summary in English must be enclosed. The medical evidence should include all condition-specific requested records, all evidence confirming the diagnosis,
copies of the original reports and/or letters, a comprehensive, relevant medical history and the results of all relevant examinations, laboratory investigations and imaging studies (Any additional relevant investigation, examinations or imaging studies requested by the TUE Panel or the Administrator will be undertaken at the expense of the Player). The Player must have been examined by an appropriately qualified and licensed doctor, as confirmed by LPGA, within the last 12 month period prior to submitting the TUE application. Evidence should be as objective as possible in the clinical circumstances, and in the case of non-demonstrable conditions, independent supporting medical opinion should accompany this application.

**Patient’s Year of Birth:**  

**Diagnosis:**

A statement by an appropriately qualified doctor to the necessity of the otherwise Prohibited Substance in the treatment of the Player and a description as to (1) why an alternative, permitted medication cannot, or should not, be used in the treatment of this condition; and (2) why Use of a Prohibited Substance will
not produce additional enhanced performance, other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition.

4. Medication Details

<table>
<thead>
<tr>
<th>Prohibited Substance(s)</th>
<th>Dosage/Strength</th>
<th>Route of Administration</th>
<th>Frequency</th>
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Intended duration of treatment: (Please tick appropriate box).

☐ One-Time Only
5. Medical Practitioner’s Declaration

I certify that the above-mentioned treatment is medically appropriate and that the Use of alternative medications not on the LPGA Prohibited List would be unsatisfactory for this condition.

Name of Doctor: ____________________________________________

Signature of Doctor: ________________________________

Date: ________________________________

Please include the following information if it differs from what was provided in Section 2 “Prescribing Medical Doctor Information”

Medical Specialty: ____________________________________________

U.S. State Licensure: ________________________________

(If not U.S. State licensed, please provide qualifications to prescribe) ________________________________

6. Pharmacy Information

Evidence confirming that the Prohibited Substance has been appropriately obtained must be attached and forwarded with this application. Please provide the requested information
below regarding the pharmacy(ies) where the prescription for the *Prohibited Substance* has been filled or refilled over the past 6 months. Attach the fill or refill detail (e.g. printout) from each pharmacy.

<table>
<thead>
<tr>
<th>Pharmacy Name</th>
<th>Address (City, State, Zip, Country)</th>
<th>Phone Number</th>
<th>Date(s) Provided</th>
<th>Quantity (e.g. 60 tablets)</th>
<th>Name of Pharmacist</th>
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7. **Previous TUE Applications**

Have you submitted any *TUE* Applications over the past two years to any sports organization or drug testing agency on behalf of the *Player*? (Please check one)
8. **Player’s Declaration**

I, ____________________________, certify that the information provided in this TUE Application is accurate and that I am requesting approval to Use a Prohibited Substance(s) from the LPGA Prohibited List. I voluntarily authorize the release of my personal medical information to the LPGA, including its TUE Panel and TUE Appeal Specialist. I understand that I may revoke the right of the LPGA, including its TUE Panel and TUE Appeal Specialist to obtain and review my personal medical information at any time, and that such revocation must be sent to my doctor and the LPGA in writing. Upon receipt of such revocation, the LPGA shall have a reasonable amount of time in which to comply. Further, I understand and agree that my refusal to allow the LPGA and/or its TUE Panel and TUE Appeal Specialist to review relevant medical information about me may result in the denial of any application I have pending, or the revocation of any application that has previously been granted, for an LPGA TUE.

I am aware that the LPGA, and its TUE Panel and TUE Appeal Specialist, will be processing and/or evaluating my proposed Use of a Prohibited Substance in connection with this Application. I understand that neither the LPGA, nor its TUE Panel and TUE Appeal Specialist, are providing medical advice to me in connection with any information disclosed on this TUE Application. I understand that I must obtain medical advice from a qualified doctor before taking or stopping any medication or course of treatment for any health condition that I may have. I also understand that no decision respecting this TUE Application in any way indicates whether I should or should not follow my doctor’s medical advice regarding any health condition that I may have.
I, for myself, personal representatives, assigns, heirs and next of kin hereby release, waive discharge and covenant not to sue the LPGA, its officers, directors, members, employees, the Administrator, volunteers, or the LPGA Medical Advisory Committee, the LPGA TUE Panel, the LPGA TUE Appeal Specialist, and any arbitrators who hear an appeal under the LPGA’s Anti-Doping Program (collectively, and for the purposes of this release and waiver, the “Releasees”), from all liability to the undersigned, my personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claims or demands therefore on account of injury to my person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, with respect to the processing, review or decision-making related to this TUE Application.

I further expressly agree that the foregoing release and waiver agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida.

Player’s Signature: ________________________________
Date: ________________________________

If the Player is a minor or has a disability preventing her from signing this form, a parent or guardian shall sign together with or on behalf of the Player.

Parent/Guardian’s Signature: ________________________________
Date: ________________________________

Incomplete Applications will be returned and will need to be resubmitted.

Please submit the completed application and keep a copy for your records. This form, all required medical documentation, and a check or money order for $100.00 (except for a renewal TUE application that relates to use of the same medication previously approved) shall be sent in a sealed envelope marked “CONFIDENTIAL” via overnight courier (mail, Federal Express, UPS, Airborne Express, or DHL) or certified mail to:

LPGA
Attn: TUE Applications
100 International Golf Drive
Daytona Beach, FL 32124-1092
Phone: 386-274-6284

PLEASE DO NOT FAX TUES OR OTHER SUPPORTING DOCUMENTS

TUES WILL NOT BE PROCESSED WITHOUT RECEIPT OF $100.00 FILING FEE (EXCEPT FOR A RENEWAL TUE APPLICATION THAT RELATES TO USE OF THE SAME MEDICATION PREVIOUSLY APPROVED)
Checks should be made payable to: Ladies Professional Golf Association or LPGA

2015 LPGA Therapeutic Use Exemption (TUE) Application Procedures

The LPGA Prohibited List includes substances that enhance performance, harm health, and/or mask the Use of other prohibited drugs.

The LPGA recognizes that some banned substances have legitimate medical Uses. Accordingly, the LPGA allows an exception to be made for a Player with a documented medical history demonstrating the need for Use of a Prohibited Substance, provided that the performance enhancing effects are minimal or eliminated.

1. TUEs: What are they?

Players with a documented illness or medical condition, which negatively impacts their health and ability to function normally and requires the Use of a medication that is included on the LPGA Prohibited List, may request a TUE. If granted, the TUE will authorize a Player to take the medication needed in the manner provided in the TUE.

2. When to apply for a TUE

A. A Player may apply for a TUE at any time. However, if Players would like to guarantee that their applications are processed before the start of the 2015 season, they must submit their applications on or before December 15, 2014. Thereafter, Players should submit their applications no less than 45 days prior to participation in their next scheduled Tournament. A Player may not Use a Prohibited Substance until after a TUE is granted.

B. Any Player who Uses a Prohibited Substance prior to the TUE being granted does so entirely at her own risk.

C. Applications for TUEs will not be approved retroactively except in emergency cases. The submission of a retroactive TUE may require the payment of a fee up to Two Thousand Five Hundred Dollars ($2,500), at LPGA’s discretion in each case.

D. If the substance to be Used is not on the Prohibited List, a Player does not need to apply for a TUE.

3. Criteria for obtaining a TUE

TUEs will be granted only in the following circumstances:

1 Subject to amendment by the LPGA
A. The Player has a properly diagnosed medical condition and would experience a significant **impairment to her health** if she does not **Use** the substance for which a TUE is requested.

B. There is **no reasonable therapeutic alternative** medication or treatment for the Player’s medical condition that is **not** on the LPGA Prohibited List.

C. The **Use** of the Prohibited Substance will produce **no additional enhancement** of performance, other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition.

D. A TUE can be cancelled if:
   i. The Player does not promptly comply with any requirements or conditions imposed when the TUE was granted.
   ii. The time period for which the TUE was granted has expired.
   iii. The Player is advised that the TUE is withdrawn due to incorrect or misleading information provided by the applicant that is discovered after the fact, or due to a change in the Player’s health condition.

(Note: the **Use** of any Prohibited Substance to increase “low-normal” levels of any endogenous hormone is **not** considered an acceptable therapeutic intervention and will not receive a TUE.)

4. Application procedure for a TUE

Prior to using a Prohibited Substance, a Player must submit a TUE Application to the LPGA. The TUE Application is available in the Anti-Doping section of LPGA.com and the LPGA Player Extranet.

A. A TUE Application will be considered only if it is **complete** and accompanied by a $100.00 application fee (except for a renewal TUE application that relates to use of the same medication previously approved). Incomplete applications will be returned to the Player without approval and will need to be resubmitted. The Player is responsible for providing all information requested on the TUE Application (e.g. contact details, medication details, pharmacy details, medical documents, and laboratory results).

B. The TUE Application must be **typed or printed in English in block letters in blue or black ink**.

C. The LPGA and the Medical Advisory Committee and the TUE Appeal Specialist will work to make the administrative and decision-making process as expeditious as possible. Incomplete or illegible applications, or lack of cooperation from a Player or her doctor(s), will cause a delay in the administration process.
D. The medical information shall be provided by an appropriately qualified and licensed doctor, attesting to the necessity of the Use of the Prohibited Substance.

E. The following documents must be provided in support of a TUE (all of which shall be up-to-date (i.e., documentation from the prior 12-month period) and accurate in form and substance):

- All condition-specific requested records,
- All evidence confirming the diagnosis,
- Copies of the original reports or letters,
- A comprehensive medical history and the results of all relevant examinations, laboratory investigations and imaging studies relevant to the application. (Any additional relevant investigations, examinations or imaging studies requested by the TUE Panel or the Administrator will be undertaken at the expense of the Player),
- A statement by a qualified physician attesting to the necessity of the otherwise Prohibited Substances or Prohibited Method in the treatment of the Player and describing why an alternative permitted medication cannot, or could not, be used to treat this condition, and
- In the case of non-demonstrable conditions, an independent supporting medical opinion may be required in support of the TUE Application.

F. The TUE Application process will be treated in a strictly confidential manner, however, a Player must grant written permission for the LPGA, its TUE Panel and TUE Appeal Specialist, if applicable, to review the medical records submitted with her TUE Application.

G. The TUE Panel and the TUE Appeal Specialist reserves the right to make additional requests it deems necessary to make an informed decision on whether to grant or deny a TUE (which may include, without limitation, submission of additional information; or, testing procedures, in-person analysis performed by an independent physician selected by LPGA, or other procedures requested by LPGA or the TUE Panel or TUE Appeal Specialist which the LPGA and/or TUE Panel and/or TUE Appeal Specialist deem reasonably necessary to confirm a diagnosis or other medical inquiry or to make an informed decision regarding the submission and/or analysis of a Player’s TUE).

H. The TUE Application will be examined by an LPGA TUE Panel, a panel of qualified medical and/or legal professionals, who will determine whether the TUE shall be granted or denied.

I. If a TUE is granted, the Player can begin using the Prohibited Substance only after receiving the written decision of the TUE Panel or TUE Appeal Specialist, and only under the conditions (if any) stated in the decision.
J. If the Player starts using the Prohibited Substance prior to receiving authorization from the LPGA as indicated above, the Player does so at her own risk.

K. TUEs cannot be renewed after expiration without a new medical consultation and confirmation (within the prior 12 month period) of the request by the Player’s physician with appropriate supporting documentation (including the submission of a new TUE Application).

5. Effect of granting of TUE

A. The TUE Panel will return its decision to the LPGA Administrator, who will forward it to the Player in the mode she requested. The Player may appoint a third person to receive this communication on her behalf in writing.

B. Any TUE Application that is approved is only valid during the time period specified by the TUE Panel. It shall be within the sole discretion of the TUE Panel or TUE Appeal Specialist to issue TUEs for longer than one year.

C. Players are responsible for insuring that their TUEs are kept current and up-to-date. Players should not assume that they will be granted a TUE in the future based on the fact that they had previously been granted a TUE in the past. Each new TUE Application will be reviewed on its merits, regardless of previous decisions to grant or deny a TUE. If the term of a TUE will expire while the Player is still using the Prohibited Substance related to that TUE, the Player is responsible for resubmitting a TUE Application with respect to that Prohibited Substance. New TUE Applications should be submitted in enough time for a decision to be rendered prior to the expiration of the current TUE. TUEs cannot be renewed after expiration without a new medical consultation and confirmation (within prior 12 month period) of the request by the Player’s physician with appropriate supporting documentation (including the submission of a new TUE Application).

6. Procedures for challenging the granting or denial of a TUE

A. The granting or denial of a TUE may be subject to review. Either the Player or the LPGA may challenge the decision of the TUE Panel by sending a written notice of appeal to the LPGA Administrator of the LPGA within 14 business days after the Player is notified of the decision of the TUE Panel.

B. Once an appeal is requested, by either the Player or the LPGA, at the discretion of the Administrator, a hearing may be held by a TUE Appeal Specialist within 15 business days after receiving all relevant medical documentation.

C. Decisions rendered by the TUE Appeal Specialist will be final and unreviewable.
Refer to the full text of the *TUE* Application process and procedures contained in the 2015 *LPGA Anti-Doping Program Protocol*.

Questions regarding the *LPGA TUE* Application process may be directed to the *LPGA Administrator* at:

*LPGA*
Attn: *TUE Applications*
100 International Golf Drive
Daytona Beach, FL  32124-1092

Phone: (386) 274-6284
E-mail: Josh.Kane@lpga.com
EXHIBIT “C”

LPGA ANTI-DOPING APPELLATE PROCEDURES

R-1. Applicability

The LPGA Anti-Doping Appellate Procedures (“LPGA Procedures”) shall apply to any appellate hearing arising out of the LPGA Program Protocol. The definitions contained in Section A of the Protocol shall apply to the LPGA Procedures.


Appellate cases shall be administered by the AAA Western Case Management Center or such other AAA Center as determined by LPGA.

R-3. National Pool of Arbitrators

The Pool of Arbitrators for appellate cases shall consist of AAA arbitrators who have been approved by the LPGA (“Arbitrator Pool”). The members of the Arbitrator Pool should be fair, impartial, free of any conflicts of interest, and should, if possible, be experienced in the business of sports and/or anti-doping matters.

R-4. Initiation of Appeal

The LPGA shall send the Player’s appeal and the appropriate filing fee to the AAA. Notice shall be sent promptly to the Player charged with an alleged Doping Offense (“Commencement Date”). The parties to the appeal shall be: (1) the LPGA, or its designee, and (2) the Player charged with a Doping Offense.

R-5. Applicable Procedures

All cases shall be administered in accordance with Sections R-1 through R-32 of the LPGA Procedures set forth in this Exhibit “C”. At the request of any party, the arbitrators may shorten or extend any time period set forth in these procedures for good cause. Parties must submit requests to modify time periods in writing via mail or electronic mail to the AAA, and the other party, and must explain the reasons for the request.

R-6. Jurisdiction
Jurisdiction for LPGA anti-doping and adjudication of Adverse Analytical Findings is conferred in Article III-B of the Tournament and Player Regulations of the LPGA which incorporates the Protocol. Furthermore, every participant in an LPGA Tournament executes the Application For Tournament Entry Form (or similarly named form), which specifically notifies her that by signing she is subject to the Program.

R-7.  Venue

The venue for all hearings shall be Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.

R-8.  Serving of Notice

(a) Any papers, notices, or process necessary for the appeal under these LPGA Procedures may be served on a party by mail addressed to the party, or its representative, at the address provided for such purpose or by personal service, in or outside of the state where the appeal is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.

(b) The AAA, Appellate Panel and the parties may also use overnight delivery, or electronic mail (Email), to give notices required by these LPGA Procedures, provided that the method of delivery produces a record that said notices have been sent and received.

(c) Unless otherwise instructed by the AAA or by the Appellate Panel, all documents submitted by any party to the AAA shall simultaneously be provided to the other party to the appeal.

R-9.  Number of Appellate Panelists

The Appellate Panel that hears and determines the dispute shall consist of three (3) arbitrators.

R-10.  Appointment of Appellate Panel and Chairperson

Immediately after the Commencement Date, the AAA shall simultaneously send each party to the dispute an identical list of all names of the persons in the Arbitrator Pool (“List”). The Appellate Panel shall be appointed as follows:

(a) The parties are encouraged to agree to an Appellate Panel from the List and advise the AAA of their agreement within two (2) days of their receipt of such List.

(b) If the parties are unable to agree upon an Appellate Panel, each party shall strike up to one-third (1/3) of the names from the List, number the remaining names in order of preference, and return the List to the AAA, within five (5) days following its receipt of the List. If a party does not return the List within the time specified, all persons named therein shall be deemed acceptable. From among the arbitrators who have been approved on the List submitted by each party, and in accordance with the
designated order of preference, the AAA shall appoint the Appellate Panel. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unavailable to serve, or if the appointment cannot otherwise be made from the List, the AAA shall have authority to make the appointments from its national roster of arbitrators.

(c) The Appellate Panel chosen shall designate one (1) arbitrator as chairperson. If the Appellate Panel is unable, within three (3) days following selection, to designate a chairperson, then the AAA shall designate such chairperson.

(d) A vacancy (i.e., an arbitrator who becomes unavailable or experiences a conflict of interest after appointment) shall be filled by the AAA in accordance with the provisions set forth in R-10-a and R-10-b of the LPGA Procedures set forth in this Exhibit “C”.

R-11. Notice to Arbitrator of Appointment

Notice of the appointment shall be sent to the arbitrators by the AAA, together with a copy of these LPGA Procedures, and the signed acceptance of the arbitrators shall be filed with the AAA prior to the preliminary hearing.

R-12. Disclosure and Challenge Procedure

Any person appointed as an arbitrator shall disclose to the AAA any circumstance likely to affect impartiality or independence, including any bias or any financial or personal interest in the result of the appeal or any past or present relationship with the parties or their representatives. The AAA shall immediately communicate this information to the parties. Both parties shall have three (3) business days to object to the continued service of an arbitrator. Upon objection of a party to the continued service of an arbitrator, the AAA shall promptly determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive and binding.

R-13. Communication with Appellate Panel

No party and no one acting on behalf of a party shall communicate with a candidate for or actual member of the Appellate Panel about any aspect of the appeal, except in the presence (physical or virtual) of the other party, or in a writing copied to the other party. Unless the parties agree otherwise or the Appellate Panel so directs, all communications from the parties to an arbitrator shall be sent to the AAA for transmittal to the Appellate Panel.

R-14. Preliminary Hearing

(a) The Appellate Panel shall schedule a preliminary hearing with the parties and/or their representatives no later than ten (10) business days after constitution of the Appellate Panel. The preliminary hearing shall be conducted by telephone.
(b) During the preliminary hearing, the parties and the Appellate Panel shall discuss the future conduct of the case, including clarification of the issues, charges and defenses, exchange of information, a schedule for the hearings and any other relevant preliminary matters.

(c) The Appellate Panel may require, if it deems appropriate, written briefs from both parties. If written briefs are required, the Appellate Panel shall issue directions in connection with such briefs. As a general rule, subject to modification by the Appellate Panel, the LPGA shall submit one (1) written brief, stating the charge, basis for charge, and the penalty sought to be imposed, to the AAA within thirty (30) days of the Commencement Date. The Player shall submit one (1) response brief, including an answer to the LPGA charge and any applicable defenses, to the AAA within sixty (60) days of the Commencement Date. Five (5) business days after submission of the response brief, no party may raise any new claim or defense without consent from the other party.

R-15. Exchange of Information

(a) At the request of any party or at the discretion of the Appellate Panel, the Appellate Panel may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.

(b) The party seeking information bears the burden of establishing entitlement to the information. Parties directed to produce information shall do so within forty-five (45) days after the Commencement Date unless new evidence is discovered which by due diligence could not have been discovered within such time, in which case information shall be exchanged as soon as discovered. The Appellate Panel is authorized to resolve any disputes concerning the exchange of information, which should be resolved no later than fourteen (14) business days prior to the hearing.

(c) The Appellate Panel cannot compel the LPGA to disclose any confidential information about Players who are not parties to the appeal, including information about any other Player's drug Test results or TUE Applications. However, on request of the Appellate Panel or a party, the LPGA shall produce copies of prior Appellate Panel decisions relating to the Program, with all information directly or indirectly identifying the charged Player redacted.

(d) Unless otherwise agreed by the parties or ordered by the Appellate Panel, at least seven (7) business days prior to the hearing, the parties shall exchange copies of all exhibits and written evidence (including list of witnesses to be called and one (1) or two (2) paragraphs summarizing the subject matter of each witness’ testimony) they intend to submit at the hearing. After such exchange, the parties shall not be authorized to produce further information at the hearing, except by mutual agreement or if the Appellate Panel so permits on the basis of exceptional circumstances.

R-16. Time Parameters for Appellate Hearing
Except as may be mutually agreed by the parties or upon the request of a single party for good cause as may be determined by the Appellate Panel, the hearing shall be completed within ninety (90) days of the Commencement Date. On good cause shown by either party, the Appellate Panel may extend the ninety (90) day time limit; provided, however that absent extraordinary circumstances said extension shall not exceed sixty (60) days. A party or parties causing a postponement of a hearing may be charged a postponement fee, as set forth in the AAA administrative fee schedule. Hearings shall be closed to the public. The Appellate Panel and AAA shall maintain the privacy and confidentiality of the hearings.

R-17. Attendance at Hearings and Absence

(a) Only the parties and their representatives are entitled to attend the entire hearing. Witnesses offering admissible testimony are entitled to attend the hearing to offer testimony, but shall be excluded from other portions of the hearing at the discretion of the Appellate Panel. However, unless the interests of justice require otherwise, the Appellate Panel shall permit expert witnesses to attend the full hearing in order to advise the parties and their representatives. If the parties agree, or the Player charged with a Doping Offense requests and the Appellate Panel agrees, hearings may be conducted telephonically.

(b) In accordance with Article E-3-d of the Protocol, the appeal may proceed in the absence of any party or representative who, after due notice, fails to appear or respond.

R. 18. Legal Representation

The Player has the right to be represented by counsel, retained at her own expense. A Player intending to be so represented shall notify the LPGA and the AAA of the name, address, and telephone numbers of the representative within three (3) days following retention of said legal representative.

R-19. Oaths

Following appointment, each member of the Appellate Panel may take an oath of office and, if required by law, shall do so. The Appellate Panel may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-20. Stenographic Record

The LPGA shall make arrangements directly with a stenographer for attendance at the hearing, but not preliminary, interim, or post hearing proceedings, if any. Upon request by the Player, the LPGA shall provide a copy of the hearing transcript to the Player, at no charge.

The proceedings shall be conducted in, and the Appellate Panel’s decision shall be issued in English. The Player has a right to an interpreter at the hearing, at her own cost and expense and by her own arrangement.

R-22. Conduct of Hearing

(a) The chairperson shall issue directions with respect to the hearing and set the hearing date.

(b) There shall be one (1) hearing during which the Appellate Panel hears the parties and witnesses as well as the parties’ final oral arguments. The LPGA shall first present evidence to support its charge(s). The Player shall then present evidence to support its defense. The Appellate Panel has the discretion to allow rebuttal testimony, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case. Witnesses for each party shall also submit to questions from the Appellate Panel and the adverse party. The parties may agree to waive oral hearings in any case.

(c) The hearings for multiple contemporaneous offenses, pursuant to Section K-7 of the Protocol, may be consolidated into one (1) hearing, at the discretion of the Appellate Panel or upon the agreement of the LPGA and the Player charged with a Doping Offense.

R-23. Evidence and Witnesses

(a) The Player has the right to respond to charges and present evidence, including the right to call witnesses in her defense and question witnesses against her. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence, to be filed with the AAA for transmission to the Appellate Panel, as the Appellate Panel may deem necessary to an understanding and determination of the doping allegation. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the Appellate Panel and all parties, except where any of the parties is intentionally absent, in default or has waived the right to be present. Upon application to and approval by the Appellate Panel, the Appellate Panel may accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise). The Appellate Panel shall adhere to applicable principles of legal privilege.

(b) The party requesting witnesses shall be responsible for the availability and costs of its witnesses.

(c) Hearings conducted pursuant to these LPGA Procedures shall incorporate the proofs and evidentiary standards (including, but not limited to, Section E) of the Protocol.

R-24. Closing of Hearing

The Appellate Panel shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Appellate Panel shall declare the hearing closed. If briefs are to be filed, the
hearing shall be declared closed as of the final date set by the Appellate Panel for the receipt of briefs. The time limit within which the Appellate Panel is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

R-25. Reopening of Hearing

The hearing may be reopened on the Appellate Panel’s initiative, or upon application of a party, at any time before the award is made. If reopening the hearing would prevent the completion of the hearing process specified in R-16 of this Exhibit “C”, the matter may not be reopened unless the parties agree on an extension of time. In any case, the Appellate Panel shall have ten (10) business days from the closing of the reopened hearing within which to make an award.

R-26. Waiver of Rules

Any party who proceeds with the appeal after knowledge that any provision or requirement of these LPGA Procedures has not been complied with and who fails to state an objection in writing or orally in a recorded hearing shall be deemed to have waived the right to object.

R-27. Majority Decision

The decision of any two (2) members of the Appellate Panel on any issue shall be conclusive of that issue.

R-28. Time of Award

The award shall be made promptly by the Appellate Panel and, unless otherwise agreed by the parties, no later than ten (10) business days from the date of the closing of hearing.

R-29. Form and Delivery of Award

Any award shall be in writing and signed by a majority of the Appellate Panel, executed in the manner required by law. In all cases, the Appellate Panel shall render a reasoned award. The Appellate Panel shall confidentially provide its written decision to the AAA who should distribute it to the Player (or her legal representative) and the LPGA only. All awards rendered pursuant to this hearing must be held in the strictest confidence by all parties to the proceedings, including the AAA and the Appellate Panel.

R-30. Modification of Award

Within twenty (20) days after the transmittal of an award, any party, upon notice to the other party, may request the Appellate Panel, through the AAA, to correct any clerical, typographical, or computational errors in the award. The other party shall be given ten (10) days to respond to the request. The Appellate Panel is not empowered to redetermine the merits of any charge already decided. The Appellate Panel shall dispose of the request within twenty (20) days after transmittal by the AAA to the Appellate Panel of the request and any response thereto.
R-31. Applications to Court and Exclusion of Liability

(a) Neither the AAA nor any member of the Appellate Panel in a proceeding under these LPGA Procedures is a necessary party in judicial proceedings relating to the appeal.

(b) Parties to an appeal under these LPGA Procedures shall be deemed to have consented that judgment upon the appellate award may be entered in any federal, state, or foreign court having jurisdiction thereof. The AAA shall, upon the written request of a party, furnish to the party, at the party’s expense, certified copies of any papers in the AAA’s possession that may be required in the judicial proceedings relating to the appeal.

(c) Neither the AAA nor any member of the Appellate Panel shall be liable to any party for any act or omission in connection with any appeal conducted under these LPGA Procedures.

R-32. Interpretation and Application of LPGA Procedures

The Appellate Panel shall interpret and apply these LPGA Procedures insofar as they relate to the Appellate Panel’s powers and duties. If a difference arises among the Appellate Panel concerning the meaning or application of these LPGA Procedures, it shall be decided by a majority vote. If that is not possible, either the Appellate Panel or a party may refer the question to the AAA for final decision.