

NEW DECISIONS

2-1/13	Meaning of “Non-Amateur” Golfer
2-2/1	Contracts and Agreements; Examples of Permissible and Non-Permissible Contracts
2-2/2	Amateur Golfer Enters Contract and/or Agreement with Equipment Manufacturer and Uses Manufacturer’s Equipment Whilst Still Amateur
2-2/3	Amateur Golfer in Receipt of Educational Golf Scholarship Enters into Contract and/or Agreement with Third Party
3/1	Prizes and Informal Gambling
3-1/7	Playing for Poker Chips
3-2a/23	Prizes Awarded for Golf Played on Video Games
3-2b/1	Clarification of Hole-in-One Prizes and Eligible Competitions
4/2	Meaning of “Junior Golfer”
4-1/5	Approval of Expenses to Play in Pro-Am Competitions
4-3/1	Meaning of “Reasonable Subsistence Expenses”
4-3/2	Meaning of “Applicable Socio-Economic Conditions”
4-3/3	Golf-Related Expenses
6/3	Whether Amateur Golfer Retains Golf Skill or Reputation
6/4	Amateur Golfer Regains Golf Skill or Reputation
6-2/22	Commercial Websites
6-6/5	Player Offered Financial Assistance by Club
7-2/5	Participation in Online Golf Competition
8-3/1	Appeals Procedures
9-3/1	Applicant for Reinstatement Provides False or Incomplete Information

2-1/13

Meaning of “Non-Amateur” Golfer

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

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

2-2/1

Contracts and Agreements; Examples of Permissible and Non-Permissible Contracts

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

Permissible

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

Non-permissible

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

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

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

2-2/2

Amateur Golfer Enters Contract and/or Agreement with Equipment Manufacturer and Uses Manufacturer's Equipment Whilst Still Amateur

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

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

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

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

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

2-2/3

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

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

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

3/1

Prizes and Informal Gambling

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

3-1/7

Playing for Poker Chips

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

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

3-2a/23

Prizes Awarded for Golf Played on Video Games

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

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

3-2b/1

Clarification of Hole-in-One Prizes and Eligible Competitions

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

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

- Multiple entry competitions whereby the player is allowed more than one opportunity at one time to win the prize;
- A contest conducted other than on a golf course, e.g. at a driving range or golf simulator;
- Putting competitions; or
- Nearest the hole or longest drive contests. (New)

4/2

Meaning of “Junior Golfer”

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

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

Note: In Great Britain and Ireland, an amateur golfer is considered to be a junior golfer if he has not reached his 18th birthday in the calendar year prior to the event. (New)

4-1/5

Approval of Expenses to Play in Pro-Am Competitions

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

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

4-3/1

Meaning of “Reasonable Subsistence Expenses”

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

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

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

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

4-3/2

Meaning of “Applicable Socio-Economic Conditions”

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

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

4-3/3

Golf-Related Expenses

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

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

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

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

6/3

Whether Amateur Golfer Retains Golf Skill or Reputation

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

Generally, for golf reputation to be “lost” after golf skill has diminished, a period of five years must have passed since the player (a) had competitive success at a regional or national level or was selected to represent his national, regional, state or county golf union or association; or (b) competed at an elite level.

In making this determination, the Governing Body should look at the standard of ability of the player and the level of competition in which the player is currently participating.

An amateur golfer may be considered to possess golf skill or reputation in one country but not in another, as standards of competition and general ability vary from country to country.

An amateur golfer in any doubt should consult his Governing Body. (New)

6/4

Amateur Golfer Regains Golf Skill or Reputation

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

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

6-2/22

Commercial Websites

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

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

6-6/5

Player Offered Financial Assistance by Club

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

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

7-2/5

Participation in Online Golf Competition

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

A. No. An amateur golfer may not play golf for prize money (Rule 3-1). The Policy on Gambling states that there is no objection to informal gambling or wagering among individual golfers or teams of golfers when it is incidental to the game. Whilst it is not practicable to define informal gambling or wagering precisely, websites featuring online competitions in which anyone can participate and where money can be won, are contrary to the purpose and intent of the Rules. (New)

8-3/1

Appeals Procedures

Q. May a person affected by a decision made by his Governing Body appeal that decision to the R&A?

A. Only where a person's Governing Body is the R&A may an individual appeal a decision to the R&A - see the R&A's website (www.randa.org) for further information.

In all other cases, and as provided by Rules 8-3 and 9-4, each Governing Body should establish an appropriate appeals process or procedure to handle any decisions relating to either enforcement of the Rules or reinstatement of Amateur Status. A Governing Body may consult the R&A on doubtful or disputed matters (Rule 10-2), however, ultimately it is for each Governing Body to decide matters referred to it in accordance with the Rules. (New)

9-3/1

Applicant for Reinstatement Provides False or Incomplete Information

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

Decision Relating to Rule 9-4:

- 8-3/1 Appeals Procedures