

## REVISED DECISIONS

The following Decisions have been substantially revised:

- 2-1/1 Professional Intent: Making Enquiries About Prospects  
*Amended to reflect the ability to enter into a contract and/or agreement with a third party relating to the golfer's future as a professional.*
- 2-1/8 Conditions Under Which Loan to Pay Expenses Permissible  
*Expanded to confirm that there are no restrictions to accepting commercial loans.*
- 2-1/10 Membership of Professional Golfers' Association by Amateur Golfer  
*Amended to confirm that membership of a Professional Golfers' Association in a category that does not confer any playing rights and is purely for administrative purposes is acceptable.*
- 2-1/11 Professional Intent: Application to Become Tournament Player  
*Amended to include the recommended wording for prize money waiver.*
- 3-1/1 Nearest to the Hole, Long Drive and Putting Contests Offering Prize Money  
*Amended to reflect the Rule change to hole-in-one prizes.*
- 3-1/3 Cash Prize to Club of Winning Player or Team  
*Amended to clarify that the Rule applies to individual prizes as well as team prizes.*
- 3-2a/1 Symbolic Prizes  
*Amended to clarify that utilitarian prizes are not symbolic prizes regardless of any engraving or markings.*
- 3-2a/16 Prize Limit – Foreign Currency  
*Amended to clarify that variances in currency are inevitable and when a review of the prize limit is appropriate.*
- 3-2a/17 Prize of Invitation to Play in Pro-Am  
*Amended to clarify the particular circumstances in which an amateur can accept a prize of an invitation to play in a pro-am competition.*
- 3-2a/21 Policy on Prize Vouchers  
*The guidelines have been updated to reflect the revised, more liberal, Definition of Prize Vouchers.*
- 3-2a/22 Prize of Year's Subscription to Golf Club  
*Amended to permit a prize of a subscription provided its value is within the prize limit.*
- 3-2b/2 Insurance Policy for Hole-in-One  
*Amended to reflect the Rule change to hole-in-one prizes.*
- 3-2b/3 Hole-in-One Sweepstakes  
*Amended to reflect the Rule change to hole-in-one prizes.*
- 4/1 Clarification of "Competition Expenses"  
*Amended to distinguish between golf-related, subsistence and competition expenses.*
- 4-1/4 Expenses Organised or Covered by Competition Sponsor  
*Amended to clarify what expenses a sponsor can cover.*

- 4-2c/1      Invitation to National Amateur Championship with Competition Expenses Paid  
*Amended to clarify that expenses may be received provided they are approved and paid through the national golf union or association or the body controlling golf in the territory where the amateur is competing.*
- 4-2c/2      Approach to Sponsor by Amateur Golfer  
*Amended to clarify that the amateur must not enter into any contract and/or agreement unless it relates to the golfer's future as a professional.*
- 4-2c/4      Approval and Payment of Competition Expenses for International Individual Events  
*Amended to clarify the procedure for approval and payment of expenses.*
- 6-5/1      Guidelines for Educational Grants, Scholarships and Bursaries  
*The guidelines have been updated to provide guidance to amateur golfers in receipt of an educational grant, scholarship or bursary.*
- 6-5/2      Administration of Golf-Related Educational Grants, Scholarships and Bursaries  
*Revised to permit the university or college to administer expenses for (i) external events and (ii) individual events, with the permission of the Governing Body.*
- 6-6/2      Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Subscription  
*Amended to clarify that it is only a breach of the Rules when the offer is made as an inducement to play for that Club.*

## **2-1/1**

### **Professional Intent: Making Enquiries About Prospects**

**Q.** An amateur golfer makes enquiries as to what is involved in becoming a professional golfer and obtains an opinion on his likely prospects. Is he in breach of Rule 2-1?

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

However, an amateur golfer must not:

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

## **2-1/8**

### **Conditions Under Which Loan to Pay Expenses Permissible**

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

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

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

## **2-1/10**

### **Membership of Professional Golfers' Association by Amateur Golfer**

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

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

## **2-1/11**

### **Professional Intent: Application to Become Tournament Player**

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

**A.** Membership by Application

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

Qualifying Schools

If an amateur golfer must compete in one or more qualifying competitions in which prize money is offered to become a tournament player, he may enter and play without forfeiture of Amateur Status, provided that in advance of play and in writing he waives his right to any prize money. An amateur golfer

who fails to do so is in breach of the Rules. Otherwise, the breach occurs when, having qualified, he accepts an offer of, or applies for, membership. An acceptable form of wording for a waiver is as follows:

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

Signed: Name: Date:”

(Revised - Formerly 2-2/3)

### **3-1/1**

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

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

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

### **3-1/3**

#### **Cash Prize to Club of Winning Player or Team**

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

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

### **3-2a/1**

#### **Symbolic Prizes**

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

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

### **3-2a/16**

#### **Prize Limit – Foreign Currency**

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

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

### **3-2a/17**

#### **Prize of Invitation to Play in Pro-Am**

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

**A.** Rule 3-2 prohibits a player from winning a prize in a competition that exceeds £500. However, as illustrated in the paragraph below, a large degree of uncertainty can be associated with determining a value to assign to an entry into the Pro-Am competition that is won as a prize in a qualifying competition. When considering whether an amateur golfer can accept an entry into a Pro-Am competition as a prize and retain his Amateur Status, the Committee should consider the alternative ways of gaining entry into the Pro-Am.

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

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

- the qualifying competition for the Pro-Am prize is at least 9 holes;
- the amount paid by some of the participants in the Pro-Am is less than or equal to the prize limit in Rule 3-2;
- the entry fees for the qualifying competition are used only to cover the expenses to conduct the qualifying competition and/or for a recognised charity or similar good cause; and
- the winner of the qualifying competition does not exchange the Pro-Am spot for any direct or indirect compensation.

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

### **3-2a/21**

#### **Policy on Prize Vouchers**

The guidelines on prize vouchers are as follows:

1. The organising committee is strongly encouraged to define accurately the purpose for which the voucher may be used e.g. purchase of goods in a professional's shop or sporting goods shop, any goods and services from the Club or from any retail or food and beverage source.
2. A voucher may be credited to a Club account and be used for items such as a bar bill, Club subscription, payment of entry fees, and other goods and services at the Club, e.g. vouchers may be applied toward use of a practice area, tuition, use of a golf cart, green fees and food and beverages.
3. When making payment in respect of the voucher, it is the duty of the organising committee to satisfy itself that the conditions of the voucher have been complied with and that it has been redeemed for the respective goods and/or services.
4. If the value of the voucher, is, say £100, the organising committee may, at its discretion, issue two vouchers for £50, four vouchers for £25 etc., if it considers that these would be simpler to administer.
5. An amateur golfer may submit a voucher to his national, regional, state or county golf union or association and thereafter be reimbursed from the voucher for expenses incurred in competing in

a golf competition. Therefore, following the production of receipts, an amateur golfer could be reimbursed for expenses such as travel and accommodation costs, entry fees, etc. which relate directly to participating in the competition concerned. (Revised – Formerly 3-2c/1)

### **3-2a/22**

#### **Prize of Year's Subscription to Golf Club**

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

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

### **3-2b/2**

#### **Insurance Policy for Hole-in-One**

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

**A.** Yes. (Revised – Formerly 3-2b/3)

### **3-2b/3**

#### **Hole-in-One Sweepstakes**

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

**A.** Yes. (Revised – Formerly 3-2b/5)

### **4/1**

#### **Clarification of "Competition Expenses"**

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

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

### **4-1/4**

#### **Expenses Organised or Covered by Competition Sponsor**

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

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

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

#### **4-2c/1**

#### **Invitation to National Amateur Championship with Competition Expenses Paid**

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

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

#### **4-2c/2**

#### **Approach to Sponsor by Amateur Golfer**

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

**A.** Yes, subject to the following provisions:

- (a) The player may approach a sponsor to obtain funds before or after the expenses to compete in the competition have been approved by his national, regional, state or county golf union or association, but no money must pass between the sponsor and the player;
- (b) The player does not enter any written or verbal contract and/or agreement with the sponsor unless the contract and/or agreement is solely in relation to the golfer's future as a professional golfer (see Rule 2-2b);
- (c) These funds may only be disbursed by the national, regional, state or county golf union or association (Rule 4-2c); and
- (d) The player does not lend his name or likeness to promote or advertise the sponsor (Rule 6-2). (Revised)

#### **4-2c/4**

#### **Approval and Payment of Competition Expenses for International Individual Events**

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

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

#### **6-5/1**

#### **Guidelines for Educational Grants, Scholarships and Bursaries**

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

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

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

- educational costs, including tuition fees, books, room and board whilst attending the college or university;
- coaching costs, including instructional fees and travel and living expenses (this would also include warm weather coaching);
- travelling, living costs and caddie fees incurred at golf events;
- 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.

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

It is not permissible for golf-related educational grants, scholarships or bursaries to be used to cover the individual's day-to-day living expenses outside attendance at college or university. (However, reasonable subsistence expenses outside attendance of college or university may be permissible under Rule 4-3.)

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

#### **6-5/2**

#### **Administration of Golf-Related Educational Grants, Scholarships or Bursaries**

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

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

#### **6-6/2**

#### **Player of Golf Skill or Reputation Offered Honorary Membership or Free or Reduced Subscription**

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

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

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

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