



Pro Golf Tour General Regulations

(as of: 31/03/2022 10:44)

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PREAMBLE

- 1) The Pro Golf Tour is recognised by the European Tour as part of the Satellite (third level) Tour Series. The Pro Golf Tour has been created to give young professionals and amateurs the opportunity to play on a professional stage and to achieve a category on the European Challenge Tour and/or exemptions from Stage 1 of the European Tour Qualifying School. As its main purposes are both, the strengthening of professional golf as well as professionalism in golf, all its activities will be focused on fulfilling these purposes.
- 2) In the following, using the terms “Professional”, “Player”, “Member” or “Participant” in the male form only is due to mere practical reasons for better readability and includes all female Members and/or guests of the Pro Golf Tour. References to the “Pro Golf Tour” mean the legal obligations of its organiser EPDT Golf Tours GmbH as set out in section K.
- 3) These 2022 Pro Golf Tour General Regulations (thereafter, “General Regulations”), including the Pro Golf Tour Code of Behaviour, shall govern the Pro Golf Tour as stipulated in the following sections:

A) MEMBERSHIP REGULATIONS

1) General

- a. A Member is defined as a participant of the Pro Golf Tour, enlisted in the Pro Golf Tour Ranking.
- b. All applications by an eligible Member must be confirmed by the Pro Golf Tour in order to grant full membership status. An eligible Member of the Pro Golf Tour shall be regarded as a full Member for the current season upon receipt of individual membership confirmation by the Pro Golf Tour. The Pro Golf Tour is entitled to choose their Members freely, except for eligible Members according to A) 2) a. and d.
- c. To obtain full membership rights, a player who is eligible for membership must pay his membership fee. Only players that have played at least one tournament will receive their membership card.
- d. To be included in the final ranking a player must be a full Member and must have played in at least 4 Pro Golf Tour tournaments during one season.
- e. Non-Members may play a maximum of three (3) tournaments in one season.
- f. On becoming a Member of the Pro Golf Tour, the said Member automatically accepts the Pro Golf Tour General Regulations and submits himself to standards of behaviour and ethical conduct well beyond those required of ordinary golfers and Members of the public.

2) Membership Eligibility

Only Pro Golf Tour Members will qualify for inclusion in the Pro Golf Tour Ranking. The following persons are eligible for full membership of the Pro Golf Tour:

- a. Any Member of a National PGA.
- b. Members of recognised Professional Tours.
- c. Non-Affiliated Members shall send a letter of recommendation from a certified PGA Professional and a proof of their playing ability.
- d. Amateurs: Amateurs are eligible to become Members of the Pro Golf Tour and they may in accordance with A) 3) take part in Pro Golf Tour tournaments and be included in the Pro Golf Tour Ranking.

3) Amateurs

Only amateurs with a Handicap Index of 3,4 or better (proof of handicap and a recommendation letter from a PGA Professional required before an entry is accepted) may participate in a Pro Golf Tour tournament. (Professionals will always have priority over non-ranked amateurs regarding entries before the entry deadline, after entry deadline the rule is first come first served.)

4) Ranked Amateurs

An amateur who played the regular PRO GOLF TOUR season or the PRO GOLF TOUR Q-School and received a category and wants to play in the following season as a ranked amateur, must pay a membership fee for that season of € 250. The amateur will be classed as a ranked amateur and will receive the following rights on the PRO GOLF TOUR:

- a. He will receive a category for the following season (Order of Merit result / Q-School result).
- b. He will be entered in tournaments according to his category.
- c. He will be ranked on the PRO GOLF TOUR OOM (must play at least four (4) tournaments).
- d. He will be entitled to enter the Tour Championship (subject to his position on the OOM).

If on completion of one season on the PRO GOLF TOUR the amateur wants to play the following season he **has to turn** professional before participating in his first tournament of the next season. An amateur who does not turn professional for the following season will be classed as a non-ranking amateur.

5) Termination of Membership

Duration of validity: January 1 through December 31 each year. A player eligible to be a full Member of the Pro Golf Tour as defined above shall cease to be a Member in the occurrence of one or more of the following:

- a. Resignation by the Member.
- b. Expulsion by the Tournament Staff or the Board of Directors of the Pro Golf Tour as a result of a breach of the Pro Golf Tour Code of Behaviour including, but not limited to, established anti-doping policy as outlined in section E) 9).

6) Yearly Membership Fee

The yearly membership fee is € 250 for professionals and for amateurs. The membership fee is not refundable.

7) Final Pro Golf Tour Ranking

- a. The leading players from the final Pro Golf Tour Ranking each year shall be eligible for category 13 of the European Challenge Tour in the following year. The precise number of players will be determined by the Challenge Tour.
- b. The leading players from the Pro Golf Tour Ranking by end of August, shall be exempt from Stage 1 of the European Tour Qualifying School in the same year. The precise number of players will be determined by the Challenge Tour.

B) PRO GOLF TOUR EVENTS

1) Format

Each tournament will be a minimum of 36 holes. For events with more than 36 holes, a minimum of the top 40 professionals and ties (plus amateurs), will qualify for the final round(s).

Players who are disqualified after the cut will receive no prize money or Order of Merit points. Players who withdraw after the cut will receive the last place Order of Merit points, but no prize money.

2) Tournament Field

- a. The normal starting field for an event will be 156 players if not otherwise announced.
- b. The size of the field will be determined by the Tournament Director after taking into consideration course restrictions and available hours of daylight.
- c. Final: To qualify for the Pro Golf Tour final, a player must have competed in a minimum of three (3) Pro Golf Tour tournaments during the current season (exception wild cards).
- d. A player must be at least 18 years old to be able to participate in a Pro Golf Tour tournament. Any player under this age may request for special permission to be able to play.

3) Eligibility

Entries will be accepted in category order as stipulated in section D) 2) of these General Regulations until the field is complete.

4) Ties and Cuts

- a. A sudden death play-off will be used to determine the winner if there is a tie for first place. If a play-off involves more than two players, those other than the winner will be deemed to have tied for second place regardless of their scores in the play-off. Ties on other positions will not be subject to play-offs.
- b. After the cut has been established and the new groupings and starting times for the next round have been approved by the committee, no withdrawal, disqualification or imposed penalty will impact the calculation of the cut line or the groupings and starting times. Player/s concerned will be removed from the field, but no other players will be added to fill the open position/s.

5) Taxes

All prize money in these General Regulations is shown in net prior to the deduction of local withholding taxes and without local VAT. The taxation of services by the Pro Golf Tour depends on the player's individual tax status. To guarantee a correct taxation of payments settled by and to the Pro Golf Tour all players are obliged to inform the Pro Golf Tour concerning their tax status and any changes there to.

All players are responsible for the correct handling of their tax obligations regarding appearance and prize money and are obliged to fill out the relevant tax form.

Please note the information in appendix A.

6) Pre-and after Tournament ProAm

- a. General ProAm terms
The professionals are selected by the Pro Golf Tour and will be informed per email. The selected professional is required to confirm his receipt of the email ASAP. A player who is selected for the Pro-Am must play. The professional may before the close of entry ask for a release. The maximum number of releases per season is one.
- b. Refusal to play
If a player refuses to play in the Pro-Am, he will be denied a start in the main tournament. If a player fails to attend his start in the Pro-Am, he will either be denied a start in the main tournament or must pay a fine of up to €500. This will be decided by the Tournament Director. No show for the Pro-Am and tournament without prior notice may result in a fine of up to €500.
- c. Pro-Am breakfast, lunch, or dinner
If a function is to take place, all participating professionals are expected to attend with their amateurs. Professionals are reminded that it is extremely important to the success of the Pro Golf Tour that they endeavor to make the Pro-Am as enjoyable as possible for the amateurs participating. Failure to comply with this term may lead to a fine of up to €250.
- d. Playing format
The playing format for ProAm Tournaments, if not otherwise announced, will be as follows: Each team will consist of the professional and three (3) amateurs. There is only a team

competition, no individual professional competition. The professional will be responsible for the team scorecard.

- e. Appearance fee
Professionals playing in the ProAm will receive an appearance fee of € 100 (ProAms after a tournament not followed by a tournament in that area € 200). If not otherwise announced, B) 5) applies accordingly.

NOTE: The Pro Golf Tour reserves the right to use a player who has been selected to play the ProAm, for other purposes. This includes (but is not restricted to);

- i. Golf clinics
- ii. Youth training

This also includes Sponsor requirements on days where a ProAm is not played.

The selected player's appearance fee may change according to how much time the player was required.

Practice: Practice strokes are **NOT** permitted during a ProAm (Rule 7-2).

7) Prize Money

- a. Prize money will be listed in Euro (€). All regular Pro Golf Tour events will pay out the top 40 professionals and ties making the cut. The following breakdown percentages are applicable to all regular Pro Golf Tour events. The exact prize money relating to position and total prize purse will be posted on site at each event. 3% of the prize money will be kept for contingency fund.

Prize money breakdown:

| | | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | 0,1666667 | 11 | 0,0236667 | 21 | 0,0140000 | 31 | 0,0113333 |
| 2 | 0,1000000 | 12 | 0,0213333 | 22 | 0,0136667 | 32 | 0,0111667 |
| 3 | 0,0666667 | 13 | 0,0196667 | 23 | 0,0133333 | 33 | 0,0110000 |
| 4 | 0,0500000 | 14 | 0,0180000 | 24 | 0,0130333 | 34 | 0,0108333 |
| 5 | 0,0450000 | 15 | 0,0170000 | 25 | 0,0127333 | 35 | 0,0106667 |
| 6 | 0,0403333 | 16 | 0,0163333 | 26 | 0,0124333 | 36 | 0,0105000 |
| 7 | 0,0360000 | 17 | 0,0156667 | 27 | 0,0121667 | 37 | 0,0103667 |
| 8 | 0,0320000 | 18 | 0,0151667 | 28 | 0,0119333 | 38 | 0,0102333 |
| 9 | 0,0286667 | 19 | 0,0147667 | 29 | 0,0117000 | 39 | 0,0101000 |
| 10 | 0,0260000 | 20 | 0,0143667 | 30 | 0,0115000 | 40 | 0,0100000 |

All amateurs participating and appearing on any final results lists of any Pro Golf Tour event have relinquished their rights of accepting prize money. Ties: If an amateur is among those being tied, he will be ranked as the last player of the group. The hypothetic prize money will not be included in the overall prize money of the tied players. The prize money for consequent players or groups of players will start at the position of the tied amateur player.

- b. All Members are obliged to inform the Pro Golf Tour concerning their current address and bank details as well as any changes there to.
- c. In any case, the prize money breakdown for each tournament will be published on site and will be decisive. Prize money will not be paid to any player who is disqualified.

8) Official Ranking System

- a. The official points list will be used as the Official Pro Golf Tour Ranking.
- b. The points will be attributed to the Pro Golf Tour Ranking by converting euros in points (1 Euro = 1 point).
- c. Reduced rounds. In the event of a tournament being less than three (3) rounds the following will apply:
 - i. Two or more round tournaments: 100% points and prize money will be awarded.
 - ii. One round tournament: 50% of the available points will be awarded. Prize money tbd with the Sponsor.

To avoid encroaching upon professional's rights, an amateur will receive points corresponding to his final result. Prize money will be paid only to professional players. Amateurs waive their right to receive prize money.

C) PRO GOLF TOUR SCHEDULE

Events may be changed, cancelled or added to the scheduled list, provided that sufficient notice can be communicated to the Members.

D) ADMINISTRATION AND CONDUCT OF TOURNAMENTS

1) Tournament Administration

The Tournament Director or any other person to whom the Tour Staff delegate's authority shall administer the tournament in accordance with the provisions stipulated in these General Regulations or as supplemented or amended by any subsequent regulation. The Tournament Director may refer any matters to the Tournament Staff. Any player has the right to appeal at the next Tournament Staff meeting on matters other than decisions given under the Royal and Ancient Rules of Golf, current Pro Golf Tour Conditions of Competition and Local Rules and the Local Rules of the Host Club as approved by the Pro Golf Tour Tournament Director.

NOTE:

The Pro Golf Tour shall be responsible for advising all Members of the tournament schedule, conditions and regulations of the Pro Golf Tour. The Pro Golf Tour shall be responsible for computation and publishing of the Ranking, which will be available to the press and players.

2) Starting Fields for Pro Golf Tour Ranking Tournaments 2022

The categories listed below shall be eligible to enter Pro Golf Tour Ranking Tournaments. If the maximum number of places available to players wishing to enter the Tournament is exceeded, priority will be given sequentially from the following categories:

| | |
|--------|---|
| CAT 1 | Winners of Pro Golf Tour Tournaments 2021 |
| CAT 2 | TOP 30 of the final Pro Golf Tour Ranking 2021 |
| CAT 3 | TOP 5 of the Pro Golf Tour Ranking 2022 & Winners of Pro Golf Tour Tournaments 2022 |
| CAT 4 | TOP 5 of the final Pro Golf Tour Ranking 2018-2020 |
| CAT 5 | TOP 10 of the Qualifying School 2021, QS1 (Verden) TOP 10 of the Qualifying School 2021, QS2 (Trier) |
| CAT 6 | 12 invitations to be decided by the Pro Golf Tour |
| CAT 7 | Players finishing in positions 31-65 in the final Pro Golf Tour Ranking 2021 |
| CAT 8 | Players finishing in positions 11-30 of the Qualifying School 2021, QS1 (Verden) Players finishing in positions 11-30 of the Qualifying School 2021, QS2 (Trier) |
| CAT 9 | Players finishing in positions 66-90 in the final Pro Golf Tour Ranking 2021 |
| CAT 10 | Players finishing in positions 31-45 of the Qualifying School 2021, QS1 (Verden) Players finishing in positions 31-45 of the Qualifying School 2021, QS2 (Trier) |

A player can only be in one category. If a player has two categories, the higher category will count.

To take advantage of his category a player has to be a member of the Pro Golf Tour.

Sorting within CAT 5/ CAT 8 / CAT 10:

The sorting within the categories 5, 8 and 10 is by the final position of the Pro Golf Tour - Qualifying School 2021. All tied scores will be ranked by a score card playoff as follows:

- i. the best last 18 holes
- ii. the best last 9, 6, 3, 2 & 1 holes (holes 10 to 18).

Note to Category 3: To receive a spot through this category the player must have registered for the tournament and be in the top 5 of the Pro Golf Tour Order of Merit directly before the tournament.

The categories do not count for the Pro Golf Tour Final. The field will be based on the Pro Golf Tour Ranking at the time of the entry deadline. The Pro Golf Tour reserves the right to allow wild

cards.

Each tournament may include a national field. The size of the national field will be published in the entry list.

3) Exemptions

a. Exemptions 2022

- i. Players who at the time lived in countries with travel restrictions in force, which resulted in the player not being able to attend tournaments.
- ii. Players who at the time lived in countries where travel would be unreasonable due to conditions such as quarantine regulations. (The Pro Golf Tour reserves the right to determine what is unreasonable).

To help with the understanding of the above exemptions please see below.

If one of the above two conditions effected a player for the season 2020 and 2021, then that player will be allowed to enter the 2022 season with the category he held in the season 2020/2021.

The player will be allocated a position at the bottom of this category.

This may lead to the fact that in some categories in 2022 there will be more players than listed above in D) 2).

b. Medical Exemptions

Pro Golf Tour players whose playing opportunities have been adversely affected due to serious illness or adverse personal circumstances may be granted a medical exemption. The Pro Golf Tour executive committee at its absolute discretion shall determine the allocation and duration of such exemption. Each case is individual and will be handled accordingly.

An exemption will normally be granted only under very special circumstances in the following season.

The application deadline for the following season is October 1st of the running season.

Applications should be sent by email to the Pro Golf Tour office and include the following:

Name, category, the tournaments played and results in the current season, the reason for the application and confirmation (medical certificate, a statement from a doctor, etc.).

4) Entry Regulations and Procedures

a. Entry Procedures

Each Member wishing to enter a tournament must enter using the online application system on: www.progolftour.de

b. Confirmation of Entry

A confirmation of entry will be sent to the Member's email address as detailed on his membership subscription or any current address advised to the Pro Golf Tour. Amateurs will receive a confirmation after entry deadline. Professionals will always be given priority over amateurs (except ranked amateurs) regarding entries until entry deadline.

c. Entry Closing Date

Entries must be received by the Pro Golf Tour no later than 12:00 o'clock at noon central European time, on the closing date listed in the tournament calendar and the online entry form.

d. Entry Fee, Participation

Members for regular events: € 250

Non-Members: € 300

Amateurs: € 250

e. Payment Method

Payment can be made by credit card, bank transfer or automatic bank withdrawal (the latter only with a German bank account).

Account name: EPDT Golf Tours GmbH
Bank: Deutsche Bank AG München
BIC/SWIFT: DEUTDEMMXXX
IBAN: DE03 7007 0010 0161 6101 00

Postal address
EPDT Golf Tours GmbH
Hausener Str. 29
86420 Diedorf/Germany
Telephone: +49-(0)8238 902748
Telefax: +49-(0)8238 7477

All incurring bank charges and costs are at the expense of the player.

All invoices and credit notes are transmitted to the player electronically by e-mail in PDF format.

Players' Responsibility

Each player is responsible to make sure his entry fee has been received by the Pro Golf Tour by the closing date and to check his current status for each event.

The entry fee must be received within three days after the entry deadline of the event or a late-payment fee of € 50 may be added to the total amount.

5) Withdrawals Policy

- a. Tournament withdrawals will only be accepted in writing via email.
- b. A player must email his withdrawal to the Tour Office (tournament@progolftour.de).
- c. A player who has registered on site and is absent on the tee may be fined up to € 200. It is emphasised that the only exception to this rule is for extreme personal circumstances.
- d. A competitor is not entitled to withdraw during the play of any round of a tournament. Exception: Emergency reasons or medical circumstances deemed reasonable by the Tournament Director. Fine up to € 150.
- e. Please note the separate withdrawal policies for all tournaments in Egypt.
- f. If a player who has entered a tournament and does not show up without informing the Pro Golf Tour office or the tournament onsite office, he will forfeit his entry fee.
- g. If a player withdraws after making the cut, he will be awarded no OOM points, but will receive the prize money equating to the last position.

6) Refund Policy

- a. No refunds will be issued without proof of payment.
- b. All refund requests must be submitted to the Tour Office in writing.
- c. No administrative fee will be assessed for withdrawals prior to the entry deadline. An administration fee of € 100 will be charged for all cancellations received after the entry deadline, if not otherwise announced. Please note the separate refund policies for all tournaments in Egypt.

NOTE: It is not the intent of the Pro Golf Tour to penalise any player who qualifies for a Challenge Tour or European Tour event held at the same time as he has entered for a Pro Golf Tour event. Therefore, no administrative fees will be assessed against any player who qualifies for a Challenge Tour or European Tour event and withdraws two (2) days before the start of the event. Proof of start at a Challenge Tour or European Tour event must be submitted immediately to the Pro Golf Tour office.

7) Onsite Registration

- a. Onsite registration is mandatory for all players competing in a Pro Golf Tour event.
- b. Players may register in person in the tournament office on site, by phone (see the CIS for the relevant telephone number), or email tournament@progolftour.de. Any player who fails to register by the required time, normally 12:00 o'clock at noon local time on the day before the start of the tournament, (The registration deadline can be found in the CIS), and still wishes to play, will incur a fine of € 50. (This is subject to spots being available).
- c. Participation in the Pre-Tournament Pro-Am will be recognised as registration.
- d. A player is only officially registered when the Pro Golf Tour office has received the appropriate entry fee for the tournament.
- e. If a player fails to register according to section b.) he will be cancelled from the entry list and put on the last place of the waiting list.
- f. After on-site registration is closed players on the reserve list will be contacted per email and/or telephone. Those players must be reachable at this time. If a player does not answer the phone or does not reply to the email in the time given, he will lose his spot in the tournament.
- g. A player who is in debt to the Pro Golf Tour will not be allowed to start a tournament before settling the debt.

8) Starting Times

Starting times will be published as follows:

- a. Homepage www.progolftour.de
- b. Notice Board on site

9) Practice Regulations

- a. It is the responsibility of each competitor to book his practice day tee time through the members area of the Pro Golf Tour homepage.
- b. During practice rounds only one ball shall be in play with the following exceptions:
 - i. If a player misses the green with his shot to the green, he may play one additional shot.
 - ii. Not more than three chip shots may be played from beside the green provided such practice does not damage the course.
 - iii. Only one bunker shot may be played towards the green from a green side bunker. All other practice bunker shots must be played away from the green. Only three practice putts are permitted.
 - iv. In any case, notwithstanding what has been stipulated in subsections (i) through (iii) above, no additional practice strokes shall be played if a group behind is waiting to play.
 - v. The penalty for breach of the provisions listed above is € 50, doubling for subsequent offences.
- c. ProAm days: Players wishing to practice before and after the official ProAm must book their tee times through the members area of the Pro Golf Tour homepage. Practice on the course of any kind during the ProAm is prohibited. Fine: Up to € 150.
- d. When testing the surface of putting greens on the course during official practice rounds, players are prohibited from using any artificial devices

NOTE: Dress Code and Code of Behaviour policies are in force on all official practice days (e.g. no buggies, shorts may be worn on practice and ProAm days provided they are tailored and predominantly of one colour).

10) Official Time

The local time at the place of the individual tournament is the official time for all (tournament) purposes.

11) Reduction of Rounds

- a. The Pro Golf Tour Staff will make every effort to complete all rounds of the tournament as scheduled. Occasionally, circumstances including, but not limited to bad weather conditions or lack of light do not allow the completion of the rounds. If a minimum of 54 or 36 holes is scheduled, all players must complete 18 holes for the event to be considered official. If these goals are not met, all efforts will be made to reschedule the event. If rescheduling is impossible, a full refund (less administrative costs) will be issued.
- b. Suspension of Play
 - i. If, during a tournament, it becomes necessary to suspend play, three (3) intermittent blasts on a klaxon will be sounded to the players. On being advised of suspension, competitors may either cease play immediately OR complete the hole they are playing. Competitors shall not play any shot from the teeing ground unless any player in his group has commenced play on that hole.
 - ii. If, during a tournament, it becomes necessary to suspend play for a dangerous situation (e.g. lightning), players must discontinue play immediately and make their way to the club house. Remaining in the lightning shelters located on the course is not permitted. A suspension for a dangerous situation will be signalled by a prolonged note of the klaxon.
 - iii. If play is suspended for a dangerous situation or in the event that such a situation occurs outside the hours of play, players must cease from using all practice facilities immediately. Notification of all practice facilities re-opening after closure will be issued either by a Member of the Pro Golf Tour field staff or through the official notice board. Note: Noncompliance with sub paragraph ii and iii will lead to disqualification unless otherwise decided by the committee.
- c. Resumption of Play
As soon as conditions allow play to be resumed, two (2) intermittent blasts on the klaxon will be signalled to the players. On being advised of resumption, play will be resumed immediately by all competitors on the course.

12) Prize Money

In the event of the reduction in rounds of a tournament, the prize money shall be distributed according to B) 8) c) i.; the regular prize money breakdown, as stipulated above, may not be applicable.

13) Prize Presentation

- a. If not otherwise announced the three leading players and ties must be present at the prize presentation. Fine for non-attendance: € 250.
- b. In ProAms the winning players in all playing categories must be present.
Fine for non-attendance: € 250.

14) Official Recorders

Players must cooperate when asked for details of their scores by the Official Recorders on the course. Fine for non-cooperation: Up to € 250.

15) Live Scoring

During all Pro Golf Tour tournaments, players are to register their scores after the completion of each hole unless otherwise instructed by the committee. The players in a group may organise someone else (e.g., a caddie, a spectator ext.), to do this task for them. If a player fails to comply, he will incur a fine of up to €100. It is the sole responsibility of the player to ensure that his scores are being uploaded.

16) Media

- a. The public reputation of the Pro Golf Tour and its tournaments are valuable assets and create tangible benefits for all Pro Golf Tour Members. It is an obligation of membership to refrain from comments to media that attack, disparage or criticise tournament Sponsors or promoters, fellow competitors, the Pro Golf Tour or its officials. Reasonable expressions of legitimate disagreement with Pro Golf Tour policies are not prohibited. However, all public comments which may harm the reputation or interests of a tournament Sponsor, the Pro Golf Tour or its

Officials or any other persons are prohibited. Any contravention of this regulation shall be regarded as a breach of the Code of Behaviour. Fine: Up to € 250.

- b. To ensure maximum goodwill, it is essential that competitors make every effort to support all public relations and media activities. This, among other things, includes compliance with reasonable requests from the Tournament Press Officer to attend the Press Centre to cooperate with the media immediately after the completion of a Tournament Round. Fine: Up to € 250.

17) Conflicting Advertising & Player Endorsements

- a. No player or his caddie will be permitted during the play of a tournament to wear or display any advertising matter which, in the opinion of the Tournament Director, may embarrass a sponsor or place in jeopardy the conduct of the tournament. In all cases, approval to wear conflicting advertising must be obtained from the Tournament Director or his appointed representative prior to the commencing of the tournament. Fine: Up to € 250 or disqualification.
- b. No competitor or his caddie will, during the play of a tournament, be permitted to conduct business in the way of selling and/or promoting any product without the written permission of the Pro Golf Tour. Fine: Up to € 250 or disqualification.
- c. Logo Size, Location and Quantity: Logos on a Player's clothing and headwear must be in good taste as to size, location and quantity. No logo on any item shall exceed 3" x 5" (75 x 130mm). As a guideline, the following sizes are considered reasonable:
 - i. Hat: Logos which do not exceed 3" x 5" (75 x 130mm). 1 logo front or back and 2 smaller logos each side.
 - ii. Shirts, Jumpers, Waterproof tops: Generally accepted locations are as follows: Right and left breast: 3" x 2" (75 x 50mm). 1 logo each side Right and left sleeve: 3" x 2" (75 x 50mm). 1 logo each side Right and left collar: 1 logo each side Yoke: 3"x 5" (75 x 130mm). 1 centrally positioned logo.

Examples of unacceptable size/locations include: Across the back of a shirt, jumper or waterproof top, down the length of either sleeve, down the length of a player's trouser legs and rear-end area of a player's trousers, (including waterproof trousers). Fine: Up to € 250 or disqualification.

18) Note on Terms of Competition and Pro Golf Tour Rules

All competitors should secure a copy of the Pro Golf Tour Terms of Competition and Pro Golf Tour Rules Hard Card. This explains any rule that affects or modifies a Rule of Golf. Rules governing play shall be:

- a. The current R&A Rules of Golf.
- b. Updated list of confirmed driving clubs and balls at www.randa.org.
- c. The current Pro Golf Tour Rules Hard Card
- d. The Local Rules of the Host Club as approved by the Tournament Director.

19) Pace of Play

The Pro Golf Tour strongly recommends and encourages "Ready Golf".

Please note that the Pace of Play penalties during a tournament are as follows:

Monitoring: If a group fails to respond after being asked by an official to speed up, they will be monitored from the next tee. The group will be informed that they are being monitored.

- i. Any player who exceeds the time allowed to make a stroke will be assessed a "Monitoring Bad Time"
- ii. Any player having received a "Monitoring Bad Time" will be officially timed from the next tee unless the group has gained at least two minutes for that hole, or is back in position.

- iii. If a group which is being monitored fails to make up time or loses further time (without good reason), the group, or those players within the group who are deemed to be the cause of the delay will be officially timed from the next tee. The "Timing" will stop when the group is on time or back in position.

A Monitoring Bad time has the same status as an official bad time except it will not count towards any golfing penalty (see note). A Monitoring Bad Time will also be published on the official bad time register. The fines for Monitoring Bad times will be the same as if the group/player is being officially timed.

A group will only be monitored once during a round. If, during the same round, the group is seen to be behind time again they will be automatically officially timed. The group will be informed they are being timed.

All other parts of the Condition of Competition on the Pro Golf Tour Hard Card relating to pace of play are still in force except that players will be advised when they are being either monitored or timed.

Note: One stroke penalty. This will now be applied for the second bad time of a tournament and not as previously the second bad time of a round.

A "Monitoring "Bad Time" will now count towards the "One stroke penalty".

Bad Times:

- i. One bad time: Verbal warning from Official
- ii. Two bad times: One stroke penalty and € 100 fine
- iii. Three bad times: Two stroke penalty and € 200 fine
- iv. Four bad times: Disqualification

IN ADDITION to the above, any player will, on receipt of their 2nd bad time within a tour season, be fined € 200. Further bad times will be fined € 200 per instance. This rule is included to stop persistently slow players. Records of bad times will be kept and will be published for player's information. Additionally, any player who has been "On the Clock" on five different occasions within one season will be fined € 100. A player who has been "On the clock" 10 times during one season will be fined € 250. A player who has been "On the clock" 15 times during one season will be fined € 400. This will be the case even if the player has not received a bad time.

20) Caddie Regulations

Caddies are the responsibility of the player employing them. Any breach of the following regulations will be deemed to be a breach by the player. Fine: € 100, doubling for subsequent offences.

- a. Caddies will not be permitted to wear jeans. This dress code will be in effect from start to finish at each event including practice days and Pro-Am days. Shorts may be worn on any day provided they are tailored and predominantly of one colour.
- b. No player having competed in the same tournament round may caddie for another player.
- c. Caddies are not permitted to mark players' scorecards.
- d. Other than in practice rounds, caddies are not permitted to test the surface of the putting greens on the course.
- e. Caddies, who intend to walk on the greens during practice or competition rounds, are not permitted to wear spiked (including pimple/traction bar style) golf shoes or indeed any type of footwear that could cause damage to the surface of the greens".
- f. Caddies may be required to wear name bibs provided by a sponsor and/or Pro Golf Tour.

21) Dress Code

All Pro Golf Tour players are expected to dress appropriately and maintain a clean and well-groomed appearance at all Pro Golf Tour tournament sites and associated functions. The following dress code will be enforced; breaches will be sanctioned with a fine of up to € 150.

- a. A collared shirt worn inside the trousers.
- b. Trousers: Jeans of any colour are not acceptable. Shorts may be worn on practice and ProAm days provided they are tailored and predominantly of one colour.
- c. Pro-Am Dinner: Jacket, tie if required, no jeans and t-shirts.
- d. Only soft spikes are allowed if not otherwise announced.
- e. When onsite golf caps are to be worn the correct way around e.g. the peak to the front.
- f. The wearing of skin tight shirts is not acceptable

NOTE: This dress code will be in effect from start to finish at each event including practice days.

22) Non-Competitive Play

- a. The Pro Golf Tour reserves the right to refuse playing rights to any player who continually scores 88 or worse during tournaments.
- b. The Tournament Director reserves the right to remove a player at any time during a tournament, for non-competitive play, if he feels that fellow competitors are being put in an unfair situation, or if it would be detrimental to the image of the Pro Golf Tour.

23) Changes to the Conditions of a Competition

The committee reserves the right to change the conditions of a competition before the start of any stipulated round, if circumstances arise which warrant such changes.

These changes include, but are not limited to:

- i. A change to the local rules.
- ii. A change to start times and/or groups.
- iii. A change to a stipulated round, i.e. a reduction of holes.
- iv. A change to the overall conditions of a competition.

After the start of any stipulated round, changes may only be made in extreme circumstances

24) Exceptional Circumstances

The Pro Golf Tour reserves the right in case of exceptional circumstances, to implement specific rules during a Pro Golf Tour event by the following:

- i. Accommodation arrangements
- ii. Travel arrangements
- iii. Catering arrangements
- iv. Movement restrictions
- v. Safe and healthy regulations
- vi. Assembly limitations

Note: This list is not limited to the above and will be adjusted to fit different situations as the Pro Golf Tour seems fit to protect the safety and health of all persons during an event, and/or if specific national or regional regulations and practices require the Pro Golf Tour do act accordingly.

An exceptional circumstance could be but is not limited to, one of the following:

- i. Pandemic/epidemic situation
- ii. Natural disaster
- iii. Act of Terrorism or Violence

Any member who does not follow any obligations in force or violates any restrictions in force will be subject to a fine and/or exclusion from the event/tournament location.

E) CODE OF BEHAVIOUR

This Code of Behaviour describes the general rules of conduct that apply to each participant including players, their coaches, caddies, guests, Officials and tournament organisers of Pro Golf Tour tournaments and/or other official events.

It commits all the above-named persons to assure the highest standard of fair play which includes respect for all concerned persons at the Pro Golf Tour as well as the rules and etiquette of the game of golf. It is not possible to list all standards of conduct that are expected. In general, Members must practice the most important codes, which are "Integrity, Fairness and Respect", for all concerned and the sport of golf.

The Pro Golf Tour reserves the right to disqualify and/or impose a tournament ban on individual players for serious breaches of the code of behaviour/professional conduct. The Pro Golf Tour/Tournament Director have the sole right to decide what would be a serious breach.

Examples of a serious breach are but are not restricted to:

- i. Physically attacks or abuses in any way, a player, an Official or other person.
- ii. Verbally threatens a player, an Official or other person.
- iii. Wrongfully damages the facilities, including the course and the clubhouse.
- iv. Wrongfully removes or damages property belonging to another player, an Official or other person.
- v. Deliberately breaks a rule (as defined in the Rules of Golf, Local Rules and Etiquette).
- vi. Deliberately returns a false score card.
- vii. Acts in any way which could lead to other persons being injured.

Fine for serious breach of Code of Behaviour up to € 500 and/or disqualification.

1) Abuse of Equipment and Balls

Players and their supporters shall not violently, dangerously or with anger hit, kick or throw a club, other equipment or a ball during the game, especially out of anger or frustration. Fine: Up to € 250.

2) Physical and Verbal Abuse

Players and their supporters shall not at any time physically or verbally abuse any Official, opponent, spectator or other person within the precincts of the tournament site. As a verbal abuse is regarded any statement directed at another person that implies dishonesty or is derogatory, insulting or otherwise abusive. Fine: Up to € 250.

3) Audible Obscenity

Players and their supporters shall not use audible obscenities within the precincts of tournament site. As an audible obscenity it is regarded that the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard. Fine: Up to € 250.

4) Visible Obscenity

Players and their supporters shall not make obscene gestures while they are on the premises of the tournament. Any signs made with the body or equipment which is commonly recognised as obscene will be regarded as a visible obscenity. Fine: Up to € 250.

5) Alcohol

Players and their supporters shall not drink alcohol during the tournament rounds. They shall not be under the influence of alcohol while they are playing the tournament. Fine: € 250.
The committee reserves the right to disqualify a player for a serious breach of this policy under Rule 1.2a.

6) Injurious Conduct

The players and their supporters shall not do anything that could injure the reputation of the Pro Golf Tour or any of its Members and shall not do anything that is contrary to the Pro Golf Tour General Regulations, e.g. libel or slander against Officials, Members or Sponsors. Fine: Up to € 250.

7) Goodwill

Players and their supporters shall at all time act in the best interests of the Pro Golf Tour and the game of golf. They are obliged to enhance the prestige of the Pro Golf Tour and the sport of golf even beyond the tournament location. That includes correct behaviour on and outside the golf course, obedience of rules and polite and fair behaviour in general. Fine: up to € 250.

8) Etiquette

Players shall always (no exceptions) properly replace their divots in the general area, rake bunkers and repair their pitch marks. Fine: up to € 250.

9) Anti-Doping Policy

The Pro Golf Tour is committed to maintaining the integrity of golf and has become a devout proponent of eliminating the use of doping. All players participating in the Pro Golf Tour are required to comply with and be bound by the Anti-Doping Policy adopted by the PGA European Tour Anti-Doping Policy and the World Anti-Doping Code promulgated by the World Anti-Doping Agency (WADA). Players should be aware that, under the Anti Doping Policy, if a player is found to have committed an anti-doping rule violation, he may face disqualification both from the tournament at which he was tested (or otherwise committed the violation) and from any subsequent tournament in which he participated until provisionally suspended or rendered ineligible under the Policy. Disqualification in such cases includes the loss of all results, points and prize money.

Note: The current updated List of Prohibited Substances is available from the WADA website (www.wada-ama.org)

F) FINES

All fines are paid without VAT. All fines shall be, in case of subsequent misconduct, subject to doubling. Non-payment of fines will result in the withholding of any prize money won. A player may offset a fine with any prize money due to him. A player who does not pay a fine will be prohibited from participating in any PGT event until the fine is paid in full.

G) DISCIPLINARY PROCEDURES

Breaches of the Code of Behaviour or any other regulations as stipulated in these General Regulations shall be sanctioned by the Pro Golf Tournament Director or the Referee at each event. Disciplinary decisions are not subject to appeal. A player who does not pay a fine will be prohibited from participating in any PGT event until the fine is paid in full.

H) DATA PROTECTION & MEDIA RIGHTS

It is the very goal of Pro Golf Tour to ensure the protection of your personal data. Pro Golf Tour will strike balance between the appropriate but necessary use of your personal data and their security. For that reason, we inform what data we are going to collect, how we use it and where a Member can turn to with concerns and requests.

1) Personal Data

All personal or material circumstances that can be referred directly or indirectly to the Member are in the scope of this agreement. Such information will include: contact details, career/tournament history, portrayal, bank account information, details of disciplinary matters, performance statistics.

This agreement also encompasses health data, especially for doping investigations, see 4) b)

2) Responsible Institution

The responsible institution for the use of such personal data is: EPDT Golf Tours GmbH, Hausener Straße 29, 86420 Diedorf, Germany.

3) Use of Data

Member's personal data will only be collected, stored, modified, transferred or otherwise used (hereinafter: use of data):

- a. for the purpose of this agreement as set out in H) 4) or

- b. according to the General Data Protection Regulation (GDPR) of the European Union, the German Federal Data Protection Act (BDSG) or any relevant legislation that permits such use of data, e.g. the German Artistic Copyright Act (KUG).

as stipulated under <https://www.progolftour.de/privacy-policy.html> in the Data Protection Rules of the Pro Golf Tour. Within this framework, personal data can be transferred to and used by entities other than the Responsible Institution. Personal data will be stored for the time its use can serve at least one of the aforementioned permissions. Accordingly, personal data can be stored and used after the Member has resigned or died.

4) Purpose of Use

For the purpose of this agreement personal data will be used for the following:

- a. Conduct of this golf tour and the conduct of future tournaments of the same kind, e.g. registration, organisation, collection and distribution of membership fees, tax requirements, public relations, public announcements on the golf course, communication with Members, media or Sponsors.
- b. Conduct of disciplinary measures and investigation or prosecution of civil or criminal misbehaviour or breach of contract, e.g. doping offenses.
- c. Licensing and exploitation of media that support this and future golf tours' acceptance in the public, with other media or Sponsors, e.g. display of and advertising with Member's portrayals in videos or pictorial forms. Member's possible entitlement to license fees is fully satisfied with the right to participate in the tournament.

Health data will only be used for the purposes set out in 4) b), notwithstanding the purposes of any relevant legislation.

5) Consent, Revocation and Consequences

In order to close this agreement, the Member or player has to consent to the use of data according to the aforementioned regulations. He or she can access the declaration of consent under: www.progolftour.de

The Member or player may revoke this consent with effect in the future by notifying the responsible Institution. Upon Revocation of consent, the Pro Golf Tour is empowered to terminate the entire agreement. The Revocation does not affect the use of data according to relevant legislation under 3) b).

I) LACK OF PERFORMANCE, DAMAGES, ELECTRONIC COMMUNICATION

1) Lack of Performance

The Pro Golf Tour is not liable for the performance of any tour event, if such an event is limited or cancelled because of circumstances not foreseeable and not caused by Pro Golf Tour (force majeure), e.g. bad weather, strikes. In such cases, Pro Golf Tour is not obliged to repeat the event in part or total.

2) Liability

Furthermore, the Pro Golf Tour shall not be liable for any damages, caused by, its representatives, employees or agents, notwithstanding the liability under the following regulations:

- a. Damages arising from intentional or gross negligently behaviour.
- b. Damages arising from loss of life, bodily injury, damage to the health of a person or under the German Product Liability Act (ProdHaftG).
- c. Damages arising from the culpable breach of major contractual obligations, i.e. obligations which initially allow the due performance of the contract and whose fulfilment could usually be expected by the contracting partner.

- d. Pro Golf Tour's liability is limited to reasonably foreseeable damages in the case of
 - i. an unintentional or non-gross-negligent breach of major contractual obligations (minor negligence)
 - ii. any gross negligent conduct by non-executive staff except to loss of life, bodily injury or damage to the health of a person by such conduct.

The Pro Golf Tour strongly recommends that each player takes out a liability insurance if he has not already done so.

3) Electronic Information

Notwithstanding 1) 2), any information of Pro Golf Tour displayed or conveyed automatically by means of electronic communication is not legally binding unless confirmed in a personal communicate addressed to the Member. Pro Golf Tour disclaims all liability arising from such automatically created or otherwise unaudited content, as e.g. field, rankings and tour statistics.

J) ALTERATIONS

The Pro Golf Tour is entitled to alter the Pro Golf Tour Regulations according to the following principles:

- a. The Pro Golf Tour informs the Member about the alterations, their time und circumstances of coming into effect and the Member's right to reject the alterations.
- b. Inasmuch as these alterations affect Pro Golf Tour 's performance, they shall appropriately consider the Member's interest in the promised performance.
- c. The Member is entitled to reject these alterations within six (6) weeks upon notice by Pro Golf Tour.
- d. The alterations may not come into effect prior to six (6) weeks after the information of the Member can be reasonably assumed.

The alterations come into effect, when the Member agrees or does not object them within 6 weeks upon information by Pro Golf Tour according to lit. a.) or d.).

K) CONTACT DETAILS

EPDT Golf Tours GmbH
Hausener Str. 29
86420 Diedorf
Germany
Tel: +49-(0)8238-902748
Fax: +49-(0)8238-7477
Email: info@progolftour.de
Internet: www.progolftour.de

L) FINAL PROVISIONS

1) Applicable Law

These Rules shall be governed by the laws of the Federal Republic of Germany, excluding the CISG.

2) Jurisdiction

Any disputes under or in connection with this Agreement (including those regarding its validity) shall be exclusively settled in the courts of Munich, Germany.

3) Safeguard Clause

Should any provision of these Rules or any provision incorporated into this Rules in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby.

The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision.

The same shall apply:

- 1) if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which reflects what the Parties, in the light of the economic intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or
- 2) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed upon which comes as close as possible to the stipulated time period or performance.

APPENDIX A: WITHHOLDING TAX

| Country | Resident | Non Resident |
|----------------|----------|---|
| Germany | - | 15,825% Prize money more than 250€ |
| Austria | - | 20,00% |
| Czech Republic | - | We inform you that you will have the obligation to pay your taxes in the Czech Republic <u>by your own</u> . |
| Poland | - | 10,00% |
| Egypt | - | - |
| Netherlands | - | If tax treaty with the country of origin exists then there is no withholding tax. |