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Abraham Ancer, Carlos Ortiz, Ian Poulter, Pat  
Perez, Jason Kokrak and Peter Uihlein*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

PHIL MICKELSON, TALOR GOOCH,  
HUDSON SWAFFORD, MATT JONES,  
BRYSON DECHAMBEAU, ABRAHAM  
ANCER, CARLOS ORTIZ, IAN POULTER,  
PAT PEREZ, JASON KOKRAK and PETER  
UIHLEIN,

Plaintiffs,

v.

PGA TOUR, INC.,

Defendant.

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CASE NO. 3:22-cv-04486

**COMPLAINT**

**JURY TRIAL DEMANDED**

1 With knowledge as to their own conduct and on information and belief as to all other matters,  
2 Plaintiffs Phil Mickelson, Talor Gooch, Hudson Swafford, Matt Jones, Bryson DeChambeau, Abraham  
3 Ancer, Carlos Ortiz, Ian Poulter, Pat Perez, Jason Kokrak, and Peter Uihlein allege:

### 4 INTRODUCTION

5 1. The PGA Tour, Inc. (sometimes “the Tour”) began when Jack Nicklaus, Arnold Palmer,  
6 and other elite golfers in the 1960s determined the PGA of America was not compensating them their  
7 market value and they split off the Players Tournament Division and formed the Tour, a tax-exempt  
8 entity organized ostensibly to “promote the common interests of professional tournament golfers.”  
9 From that seemingly laudable origin, the Tour has evolved into an entrenched monopolist with a vice-  
10 grip on professional golf. As the Tour’s monopoly power has grown, it has employed its dominance  
11 to craft an arsenal of anticompetitive restraints to protect its long-standing monopoly. Now, threatened  
12 by the entry of LIV Golf, Inc. (“LIV Golf”), and diametrically opposed to its founding mission, the  
13 Tour has ventured to harm the careers and livelihoods of any golfers, including Plaintiffs Phil  
14 Mickelson, Talor Gooch, Hudson Swafford, Matt Jones, Bryson DeChambeau, Abraham Ancer, Carlos  
15 Ortiz, Ian Poulter, Pat Perez, Jason Kokrak, and Peter Uihlein (“Plaintiffs”), who have the temerity to  
16 defy the Tour and play in tournaments sponsored by the new entrant. The Tour has done so in an  
17 intentional and relentless effort to crush nascent competition before it threatens the Tour’s monopoly.

18 2. Before LIV Golf’s entry, golfers who sold their services in the elite professional golf  
19 services market had no meaningful option but to play on the Tour if they wanted to pursue their  
20 profession at the highest levels. This provided the Tour with enormous power over the players,  
21 including the ability to force players into restrictive terms that foreclose them from playing in  
22 competing events and the ability to suppress player compensation below competitive levels. Members  
23 of the Tour receive a substantially lower percentage of the Tour’s revenues than professional athletes  
24 in other major sports, even though the Tour is a tax-exempt non-profit corporation and other major  
25 sports leagues are for-profit enterprises. This control has also given the Tour the power to impose  
26 restrictions on players—who are independent contractors but are denied independence by the Tour—  
27 that make it risky and costly for players to affiliate with another promoter and prohibitively difficult  
28 for any would-be entrant to challenge the Tour’s monopoly. And, in its response to LIV Golf’s

1 competitive challenge, the Tour has exercised this power by punishing the players to choke off the  
2 supply of elite professional golfers—an essential input to LIV Golf’s competitive challenge—and  
3 cement its dominance over the sport. The Tour’s monopoly power has also allowed it to preside over  
4 the demise of golf itself, by its failure to innovate and broaden the game’s appeal and bring the game  
5 into the 21st century.

6 3. As part of its carefully orchestrated plan to defeat competition, the Tour has threatened  
7 lifetime bans on players who play in even a single LIV Golf event. It has backed up these threats by  
8 imposing unprecedented suspensions on players (including the Plaintiffs) that threaten irreparable harm  
9 to the players and their ability to pursue their profession. It has threatened sponsors, vendors, and  
10 agents to coerce players to abandon opportunities to play in LIV Golf events. And it has orchestrated  
11 a per se unlawful group boycott with the European Tour<sup>1</sup> to deny LIV Golf access to their members.  
12 The PGA Tour also has leaned on other entities in the so-called golf “ecosystem,” including certain  
13 entities that put on golf’s “Majors,” to do its bidding in its effort to maximize the threats and harm to  
14 any golfer who defies the Tour’s monopsonistic requirements and plays in LIV Golf events.

15 4. The Tour’s unlawful strategy has been both harmful to the players and successful in  
16 threatening LIV Golf’s otherwise-promising launch. For example, the Tour’s conduct caused LIV Golf  
17 to cancel its 2022 business plan to launch its full competing League. LIV Golf was not deterred,  
18 however, and it changed its 2022 strategy and launched a smaller version of its concept—the LIV Golf  
19 Invitational Series—with no League, no franchises, no broadcast deal, less players, and fewer  
20 tournaments. Players (including Plaintiffs) were interested nonetheless. So, in response, the Tour  
21 ratcheted up its strategy and doubled-down on its efforts to punish Plaintiffs and to protect its  
22 monopoly. The Tour flexed its incumbent monopolistic power, including by (1) enforcing its unlawful  
23 player restrictions that deny players (including Plaintiffs) the ability to sell their services to others, (2)  
24 imposing lengthy suspensions on players for merely exercising their right as independent contractors  
25 to play in a competing promoter’s events, and (3) ramping up its threats targeting Plaintiffs and others.

26  
27  
28 <sup>1</sup> The European Tour recently changed its name to DP World Tour, but, because it was called European Tour for most of the time period relevant to this case and in most of the relevant documents, it is referred to herein as the European Tour for consistency and clarity.

1           5.       The Tour’s conduct serves no purpose other than to cause harm to players and foreclose  
2 the entry of the first meaningful competitive threat the Tour has faced in decades. Banning Plaintiffs  
3 and other top professional golfers from its own events degrades the Tour’s strength of field and  
4 diminishes the quality of the product that it offers to golf fans by depriving them from seeing many top  
5 golfers participate in Tour events. The only conceivable benefit to the Tour from degrading its own  
6 product in this manner is the destruction of competition. Indeed, the Tour has conceded its nakedly  
7 anticompetitive purpose in attacking and injuring the players. When the Tour adjusted its rules to  
8 render them more effective in defeating competitive entry, a memorandum authored by PGA Tour  
9 Commissioner Jay Monahan made clear that the rule change was expressly designed to enable the Tour  
10 to foreclose competition. And when the Tour imposed unprecedented punishments on the players for  
11 playing in LIV Golf events, the Tour explained to the players that it was doing so precisely because  
12 LIV Golf is attempting to compete with the Tour.

13           6.       Plaintiffs have devoted the bulk of their professional careers to growing the PGA Tour.  
14 Yet the Tour has repaid them of late with suspensions, punishments, threats, and disparagement for  
15 merely playing professional golf for another promoter and embracing competition for their services.  
16 The Tour has denied them income-earning opportunities, attacked their goodwill and reputation,  
17 interfered with their businesses, attacked their business partners, threatened them with egregious  
18 punishment—including threats to deny them from participating in golf’s marquee events, even when  
19 they have earned placement or exemptions to participate in those tournaments—and unlawfully  
20 prevented them from exercising their independent contractor rights. And, at every step, the Tour has  
21 repeatedly admitted that it has done this to destroy nascent competition.

22           7.       The Tour long stood alone as the only tour anywhere in the world that features the best  
23 golfers in the world. The PGA Tour Commissioner Jay Monahan boasted on June 22, 2022 that the  
24 “Tour is doing everything it possibly can . . . [to] mak[e] certain that the best players in the world are  
25 competing on the best Tour in the world, the PGA Tour.” The Tour has ensured that remains the case  
26 through its anticompetitive PGA Tour Player Regulations. First, the Tour’s Conflicting Events  
27 Regulation prohibits its members from participating “in any other golf tournament or event” in North  
28 America, without exception, if a Tour-sanctioned event is scheduled in the same week, regardless of

1 whether the players participate in the Tour’s sanctioned event. The Tour has a sanctioned event almost  
2 every week of the year, hence the Conflicting Event Regulation effectively prohibits Tour members  
3 from playing in any non-Tour golf event in North America. The effect is both a naked restraint on  
4 competition and a reduction in output, as Tour members are foreclosed from playing anywhere else  
5 when they are not playing in Tour events. For international tours or events, a player may request up to  
6 three exemptions a year, but, critically, the Tour Commissioner has complete discretion whether to  
7 grant these exemptions, something he has refused to do for each of the LIV Golf events. The  
8 Conflicting Events Regulation thus invests the leader of the incumbent monopolist with unbridled  
9 discretion to foreclose players from participating in any competing events. And while the Tour has  
10 historically granted releases to players that allow them to compete in other events throughout the world,  
11 Tour Commissioner Monahan has taken a different stance regarding LIV Golf, denying event releases  
12 even for LIV Golf events overseas. As Commissioner Monahan has confessed, he has departed from  
13 past practice in prohibiting members from participating in LIV Golf events outside North America  
14 *because* LIV Golf plans to compete with the Tour. And he has enforced the Conflicting Events  
15 Regulation to deny players permission to participate in LIV Golf events in North America *because* LIV  
16 Golf’s North American events compete with the Tour.

17 8. Second, the Tour maintains that its Media Rights Regulation provides an additional  
18 means of foreclosing players from participating in competing events. This regulation prohibits any  
19 members from appearing in any “golf program” (“any golf contest, exhibition or play”) that takes place  
20 *“anywhere in the world”* and is shown on any media of any type. Because it is fundamental for any  
21 organizer of elite-level professional golf tournaments to broadcast the tournament on television and  
22 other media, the Tour contends this provision acts as a blanket prohibition on PGA Tour members  
23 participating in any golf event throughout the world, even when players are not playing in Tour events.  
24 This broad prohibition is no accident, as the PGA Tour specifically broadened this provision to prevent  
25 competitive entry of leagues such as LIV Golf. The provision serves no procompetitive purpose nor  
26 benefits consumers, but rather simply restricts output and foreclose competition, as it prevents all Tour  
27 members from playing golf, even casually, if it is recorded for distribution over any media anywhere  
28 in the world during weeks when they are not participating in PGA Tour events.

9. In short, these regulations—the Media Rights Regulation and the Conflicting Event Regulation—foreclose the players, who are independent contractors, from participating in any golf event that the PGA Tour deems to be a competitive threat. These provisions limit output by keeping golfers on the sidelines when not playing on the Tour. And these provisions, in turn, foreclose competition and entrench the PGA Tour’s monopoly power.

10. It is no secret that the PGA Tour is targeting players in order to defeat the threat of competitive entry. The PGA Tour has been clear since the threat of competitive entry emerged that its most powerful weapon to defeat competition is to target its members—who comprise virtually all of the elite professional golfers in the world—to prevent them from playing on a competing tour. For example, PGA Tour Commissioner Monahan wrote in a January 2020 strategy memorandum that the best way to prevent a competitor from emerging is to prevent PGA Tour members (including Plaintiffs) from supporting the new promoter:

The impact that [the new league] could have on the PGA TOUR is dependent on the level of support it may receive from these players. Without this support, [the new league’s] ability to attract media and corporate partners will be significantly marginalized and its impact on the TOUR diminished.

At its core, the point is obvious: A nascent golf league without the golfers necessary to put on elite events is no threat at all. Deprive the new league of access to virtually all of the top golfers in the world, and it will pose no challenge to the Tour’s dominance.

11. Accordingly, the Tour set out to destroy competition in its infancy by doing everything in its power to lock up its members (including Plaintiffs) and deny them the opportunity for true sustained competition for their services. The Tour’s conduct has included at least six practices, each of which is patently exclusionary, anticompetitive and unlawful under the Sherman Act:

- a. The Tour has repeatedly threatened its members (including Plaintiffs) with devastating consequences if they join LIV Golf. For example, on multiple occasions, the Tour threatened a *lifetime ban* for any player who joins or participates in LIV Golf. Then, in June and July 2022, the Tour imposed a *career-threatening ban* on Plaintiffs (and others) for playing in LIV Golf events. For other golfers who resigned their Tour membership because they did not want to be subject to the

1 Tour's draconian punishments, the Tour responded by actually imposing a *lifetime*  
2 *ban*.

3 b. The Tour amended and expanded its Media Rights and Conflicting Events  
4 Regulations in response to the threat of competitive entry. And it then enforced  
5 these unlawful provisions to foreclose members from participating in LIV Golf  
6 events.

7 c. The Tour orchestrated a group boycott with the European Tour to ensure that any  
8 golfer who considers defying the Tour's threats by playing in any LIV Golf events  
9 (including Plaintiffs) cannot pursue his career and livelihood anywhere in the global  
10 golf "ecosystem." The Tour's agreement is clearly established through the  
11 statements of its partners. For example, during a meeting in Malta in July 2021,  
12 representatives of the entity that sponsored LIV Golf met with the CEO and other  
13 representatives of the European Tour to seek a partnership with the European Tour  
14 in launching the new league. The minutes from that meeting prepared by the  
15 European Tour's title sponsor state that the CEO of the European Tour, Mr. Keith  
16 Pelley, "Confirmed new series appeal and fit, however, stated main issue is US PGA  
17 mighty power and need to avoid a collision course between ET [European Tour] and  
18 PGA." Under pressure from the "mighty power" of the PGA Tour, the European  
19 Tour agreed to boycott and rejected the opportunity to partner with the new entrant,  
20 and instead strengthened its strategic alliance with the PGA Tour. As part of this  
21 illegal partnership, the PGA Tour pressured the European Tour to amend its  
22 Regulations to restrict European Tour golfers from playing in LIV Golf events, and  
23 it pressured the European Tour to punish its members who played in LIV Golf events  
24 with ~\$125,000 fines and suspension from any tournaments the PGA Tour and the  
25 European Tour co-sanction. The European Tour agreed to all of the PGA Tour's  
26 demands to implement the group boycott.

27 d. Similarly, the PGA Tour has encouraged the PGA of America (a separate entity) to  
28 threaten to disallow LIV Golf players from playing both in the Major tournament it



sponsors (the PGA Championship) and the Ryder Cup, one of golf's marquee events. And it has leaned on other golfing entities to do its bidding. The Tour leaned on Augusta National to pressure golfers against joining LIV Golf. The Tour has also leaned on the Royal & Ancient ("R&A") (sponsor of The Open) to publicly question whether LIV Golf players could play in their respective tournaments. And the Tour has leaned on the Official World Golf Ranking ("OWGR") to call into question whether LIV Golf tournaments would be eligible for OWGR ranking points. This conduct obviously serves no beneficial purpose, but rather serves to harm the careers of the players (including Plaintiffs) who play in LIV Golf events, and to deter other players from joining LIV Golf to avoid career destruction at the hands of the Tour.

e. At various points, the Tour has threatened Tour members' agents and business partners with punishment if the players joined LIV Golf. For example, in June and July 2022, the Tour threatened some Plaintiffs' representatives at GSE Worldwide Management they would lose their credentials to represent any Tour members because several GSE Worldwide Management golfers had elected to join LIV Golf over the Tour's threats.

f. The Tour has also threatened sponsors that they must sever their relationships with players who join LIV Golf, or be cut off from having any sponsorship opportunities with the PGA Tour. Based on these threats, several sponsors have cut ties with players who have joined LIV Golf (including the Plaintiffs), sometimes ending years-long relationships. The Tour has also intimidated sponsors and vendors into not doing business with LIV Golf, lest they lose the opportunity to do business with the dominant golf tour in North America, the PGA Tour.

12. These restraints have proved devastatingly effective. They have harmed Plaintiffs by: (1) diminishing competition for their services and reinforcing the Tour's monopsony power in which the Plaintiffs sell those services; (2) denying them income-earning opportunities, tournament performance opportunities (including denying them opportunities to participate in tournaments in



which they have qualified), sponsorship revenue, and independent contractor rights; and (3) harming their reputations, goodwill, and brands. These restraints have likewise proved effective at harming competition in the relevant market by preventing other players from joining LIV Golf who would have joined the new league but for these competitive restraints, thus threatening the competitive viability of LIV Golf and any other potential competitor by protecting the PGA Tour's monopsony power over the purchase of services from professional golfers to participate in elite golf events. The restraints have also threatened LIV Golf's competitive viability.

13. Yesterday, the Tour confirmed monopsony power, anticompetitive intent and the Tour's disregard for the law and this Court's jurisdiction. Tour representative Davis Love III said, "We hold all the cards. We say to the FTC and to Washington, 'No, we support the rules. We don't want those guys playing. We don't care what the courts say.' The nuclear option is to say 'Fine, if they have to play in our events we just won't play.'" The Tour is not above the law.

14. Without fair process, PGA Tour Commissioner Jay Monahan—who is necessarily partial—imposed a 21-month Tour suspension on some Plaintiffs, through March 31, 2024 (other Plaintiffs' suspensions are indefinite or 9 months as of this Complaint), for exercising their independent contractor rights to play in the first two LIV Golf events. After imposing his biased suspensions, the Tour followed its procedurally and substantively unconscionable appeals process to maintain the suspension without giving Plaintiffs fair proceedings to be heard by neutral and independent decision-makers. Plaintiffs Gooch, Swafford and Jones (among other Plaintiffs) had earned the right to play in the FedEx Cup Playoffs (a series of lucrative and high-profile events scheduled at the end of the PGA Tour's 2022 season) through strong performance and dedication to the Tour, but the Tour has banned them from playing in those tournaments, diminishing the strength of its own fields and harming these Plaintiffs. The injury to these players extends beyond mere foreclosure from these tournaments (itself a substantial and irreparable injury), but also cripples their chances of qualifying for both the Majors and the Tour's premier invitationals in future seasons. The punishment that would accrue to these players from not being able to play in the FedEx Cup Playoffs is substantial and irreparable, and a temporary restraining order is needed to prevent the irreparable harm that would ensue were they not to be able to participate.

15. Without injunctive relief prohibiting the PGA Tour’s anticompetitive conduct, Plaintiffs will be irreparably harmed, including by the Tour’s unlawful suspensions that have denied and will continue to deny them income earning opportunities, tournament performance opportunities, sponsorship revenue, and independent contractor rights that they have earned, as well as by the actions of the Tour and the European Tour that deny them the opportunity to participate in events sponsored by others throughout the golf “ecosystem.” Furthermore, the Plaintiffs will be irreparably harmed if LIV Golf’s entry into the market for players’ services is thwarted by the PGA Tour’s anticompetitive conduct. As sellers into this market who have had their earnings suppressed for many years under the PGA Tour’s monopsony, the possibility of competitive entry in this market promises great benefits to the Plaintiffs and other tournament professional golfers. But if this once-in-a-generation opportunity for competitive entry is denied, Plaintiffs and other sellers in the market will be unfairly and unlawfully denied the benefits of competition for their services, creating irreparable injury. On the other hand, with an injunction, the anticompetitive conduct of the PGA Tour will be lifted, and Plaintiffs and other professional tournament golfers will enjoy the benefits of competition for their services that the antitrust and other laws protect.

## PARTIES

16. Plaintiff Phil Mickelson is a Hall of Fame American professional golfer who resides in San Diego, California. Mr. Mickelson was a three-time NCAA Champion at Arizona State University. In 1991, he won the Northern Telecom Open, which was the last time an amateur won a tournament on the PGA Tour. He is a 30-year veteran of the PGA Tour who has won 57 worldwide professional events, including six Majors—the most recent in 2021, which earned him the title of the oldest Major winner in the game’s history. He spent over 26 consecutive years in the top 50 of the Official World Golf Ranking (the only player in the history of the sport to ever do so), including over 700 weeks ranked in the top 10 in the world. Mr. Mickelson has represented the United States as a professional golfer in 24 team tournaments, which includes 12 Presidents Cups and 12 Ryder Cups, both American records. He participated as a vice captain in additional United States team tournaments, and played in the Dunhill Cup, World Amateur Team Championship and two Walker Cups for the United States as an amateur. Mr. Mickelson also has a strong commitment to giving back through the Phil and Amy

1 Mickelson Foundation. Since its inception in 2004, the Foundation has focused primarily on supporting  
2 a variety of youth and family initiatives. He also founded Birdies for the Brave, the PGA Tour's  
3 national military outreach initiative, which raises money for a variety of charities supporting veterans  
4 and military families. Mr. Mickelson dedicated his entire professional career, 30 years, to the PGA  
5 Tour. He has hosted tournaments on the Tour and engaged in countless endeavors to advance the Tour,  
6 its purpose, and the game of golf. Mr. Mickelson has invested in himself and his investment has  
7 benefited the Tour's business tremendously over the last 30 years. As a lifetime member—a hard-  
8 earned accomplishment and honor, requiring 20 PGA Tour wins and 15 years of membership on the  
9 Tour—Mr. Mickelson desires to continue being a member of the Tour and to play in events on the  
10 Tour.

11 17. Plaintiff Talor Gooch is a 30-year-old professional golfer who resides in Texas. He is  
12 a member of the Tour. Mr. Gooch played golf at Oklahoma State University until 2014 when he began  
13 his professional career. He joined the PGA Tour Canada in 2015 and earned his way onto the Korn  
14 Ferry Tour in 2016. In 2017, Mr. Gooch won the News Sentinel Open (which later became the Visit  
15 Knoxville Open on the Korn Ferry Tour) and then earned his way onto the PGA Tour in 2018. In 2021,  
16 he won his first PGA Tour tournament at the RSM Classic. Mr. Gooch was on top of the PGA Tour's  
17 FedEx Cup Rankings for the 2021-22 season following the RSM Classic. Mr. Gooch has played in  
18 over one hundred PGA Tour events. He is currently the 20th ranked golfer on the FedEx Cup rankings.  
19 Mr. Gooch has played in 21 PGA Tour events this season and has qualified for the FedEx Cup Playoffs.  
20 Mr. Gooch desires to continue to be a member of the Tour and to play in events on the Tour.

21 18. Plaintiff Hudson Swafford is a 34-year-old professional golfer who resides in Georgia.  
22 He is a member of the Tour. He started his professional golf career in 2011 after graduating with a  
23 B.S. in Consumer Economics from the University of Georgia. Mr. Swafford joined the Nationwide  
24 Tour in 2012, and, that same year, won the Stadion Classic at UGA, a golf tournament on the Web.com  
25 Tour (which became known as the Korn Ferry Tour in 2019). In 2013, Mr. Swafford finished 21st in  
26 the Web.Com Tour Finals to earn his PGA Tour card for 2014. Mr. Swafford won his first PGA Tour  
27 victory in 2017 at the CareerBuilder Challenge. In 2018, Mr. Swafford suffered a rib injury and then,  
28 in 2019, Mr. Swafford had to undergo a surgery to remove a small bone from the bottom of his foot,

1 forcing him to miss four months of play. In September 2020, Mr. Swafford won his second PGA Tour  
2 victory at the Corales Puntacana Resort and Club Championship. In 2022, Mr. Swafford earned his  
3 third PGA Tour victory at the American Express. Since the start of his career, Mr. Swafford has played  
4 in over 250 Tour events. Mr. Swafford has played in 21 PGA Tour events this season, is currently 63rd  
5 in the FedEx Cup rankings, and has qualified for the FedEx Cup Playoffs. Mr. Swafford desires to  
6 continue to be a member of the Tour and to play in events on the Tour.

7 19. Plaintiff Matt Jones is a 42-year-old professional golfer who resides in Arizona. He is  
8 a member of the Tour. He was born in Sydney, Australia, and upon meeting fellow Australian Greg  
9 Norman at six years old became determined to become a professional golfer. Mr. Jones moved to the  
10 United States to attend Arizona State University where he was a first-team All-American golfer. Mr.  
11 Jones joined the Nationwide Tour in 2004 and earned his PGA Tour card in 2008. In 2014, Mr. Jones  
12 won the PGA Tour's Shell Houston Open. In 2015, and again in 2019, he won the Emirates Australian  
13 Open on the PGA Tour of Australasia. In 2021, Mr. Jones won the PGA Tour Honda Classic. Mr.  
14 Jones has played in over 350 Tour events. Mr. Jones has played in 20 PGA Tour events this season, is  
15 currently ranked 62nd in the FedEx Cup rankings, and has qualified for the FedEx Cup Playoffs. Mr.  
16 Jones desires to continue to be a member of the Tour and to play in events on the Tour.

17 20. Plaintiff Bryson DeChambeau is a 28-year-old professional golfer who resides in Texas.  
18 He is a member of the Tour. Mr. DeChambeau grew up in California and played golf at Southern  
19 Methodist University while majoring in physics. In 2015, Mr. DeChambeau became just the fifth  
20 person to win both the NCAA individual championship and the U.S. Amateur title. He made his PGA  
21 tour debut in 2015 at the FedEx St. Jude Classic. In 2015, while still an amateur, he was the runner-up  
22 in the Australian Masters. He began his professional career in 2016 at the RBC Heritage event,  
23 finishing fourth. That year, Mr. DeChambeau won the Korn Ferry DAP Championship, earning his  
24 Tour card. In 2017, Mr. DeChambeau won his first PGA Tour event at the John Deere Classic. In  
25 2018, Mr. DeChambeau won the Memorial Tournament. He then won the first two FedEx Cup Playoff  
26 events at the Northern Trust and Dell Technologies Championship. Mr. DeChambeau was picked for  
27 the U.S. team in the 2018 Ryder Cup. In 2019, Mr. DeChambeau won the Shriners Hospitals for  
28 Children Open and the Omega Dubai Desert Classic. In 2020, Mr. DeChambeau won the Rocket

1 Mortgage Classic and won the U.S. Open, his first Major. In 2021, he won the Arnold Palmer  
2 Invitational and played on the winning U.S. team at the 2021 Ryder Cup. In 2022, Mr. DeChambeau  
3 underwent surgery on his left wrist from a fracture. Mr. DeChambeau desires to continue to be a  
4 member of the Tour and to play in events on the Tour.

5 21. Plaintiff Abraham Ancer is a 31-year-old professional golfer who resides in Texas. He  
6 is a member of the Tour. Mr. Ancer played golf at Odessa College and the University of Oklahoma  
7 until 2013 when he began his professional career. He played on the Web.com Tour until he earned his  
8 PGA Tour card for the 2016 season. He returned to the Web.com Tour in 2017 and secured his PGA  
9 Tour card again for the 2018 season. In 2018, he won the Australian Open and represented Mexico in  
10 the World Cup of Golf. In 2019, he qualified for the 2019 Presidents Cup International team. In 2021,  
11 Mr. Ancer finished second in the Wells Fargo Championship, finished 14th in the Tokyo Olympics,  
12 and won the FedEx St. Jude Classic. Mr. Ancer has played in over 140 PGA Tour events. He is  
13 currently the 84th ranked golfer on the FedEx Cup rankings. Mr. Ancer has played in 18 PGA Tour  
14 events this season. Mr. Ancer desires to continue to be a member of the Tour and to play in events on  
15 the Tour.

16 22. Plaintiff Carlos Ortiz is a 31-year-old professional golfer from Guadalajara, Mexico  
17 who resides in Texas. He is a member of the Tour. Mr. Ortiz played college golf at the University of  
18 North Texas. Mr. Ortiz won three tournaments on the Korn Ferry Tour in 2014. He earned his PGA  
19 Tour card in 2015. He won the 2020 Houston Open on the Tour and participated in the 2020 Olympic  
20 games. Mr. Ortiz has played in over 200 Tour events. He has played in 20 PGA Tour events this  
21 season and is currently ranked 104th in the FedEx Cup rankings. Mr. Ortiz desires to continue to be a  
22 member of the Tour and to play in events on the Tour.

23 23. Plaintiff Ian Poulter is a 46-year-old professional golfer who splits his residence  
24 between Florida and England. He is a member of the Tour. He was born in England, and began playing  
25 golf at just four years old before turning professional in 1994. Mr. Poulter won the 1999 Open de Côte  
26 d'Ivoire on the Challenge Tour and was promoted to the European Tour. He was a member of the  
27 victorious 2004 European Ryder Cup team and then joined the PGA Tour in 2005. In addition to his  
28 many international victories, Mr. Poulter won the 2010 World Golf Championship-Accenture Match

1 Play Championship, the 2012 World Golf Championships-HSBC Champions, and the 2018 Houston  
2 Open. Mr. Poulter has played in over 300 Tour events. Mr. Poulter has played in 16 PGA Tour events  
3 this season and is currently ranked 166th in the FedEx Cup rankings. Mr. Poulter desires to continue  
4 to be a member of the Tour and to play in events on the Tour.

5 24. Plaintiff Pat Perez is a 46-year-old professional golfer. He is a member of the Tour.  
6 Mr. Perez was born in Arizona, attended Arizona State University and resides in Arizona. Mr. Perez  
7 has been on the PGA Tour for 20 years. He has won three PGA Tour events: the Bob Hope Classic,  
8 OHL Classic at Mayakoba and the CIMB Classic. Mr. Perez has played in over 500 Tour events. Mr.  
9 Perez played in 19 PGA Tour events this season, is currently ranked 127th in the FedEx Cup rankings,  
10 and just missed qualifying for the FedEx Cup Playoffs. Mr. Perez desires to continue to be a member  
11 of the Tour and to play in events on the Tour.

12 25. Plaintiff Jason Kokrak is a 37-year-old professional golfer. He is a member of the Tour.  
13 Mr. Kokrak was born in Ontario, Canada, played professional golf at Xavier University and resides in  
14 Ohio. Mr. Kokrak has won three times on the Tour, including the Houston Open in 2021, the Charles  
15 Schwab at Colonial in 2021, and the CJ Cup in 2020. He also won twice on the Korn Ferry Tour prior  
16 to joining the PGA Tour. Since the start of his career, Mr. Kokrak has played in over 250 Tour events.  
17 Mr. Kokrak has played in 19 PGA Tour events this season, is currently 43rd in the FedEx Cup rankings,  
18 and has qualified for the FedEx Cup Playoffs. Mr. Kokrak desires to continue to be a member of the  
19 Tour and to play in events on the Tour.

20 26. Plaintiff Peter Uihlein is a 32-year-old professional golfer. He is a member of the Korn  
21 Ferry Tour, which is owned and controlled by the Tour. Mr. Uihlein was born in New Bedford,  
22 Massachusetts, played golf at Oklahoma State, and resides in Florida. Mr. Uihlein has two professional  
23 victories on the Korn Ferry Tour—the Nationwide Children’s Hospital Championship in 2017 and the  
24 MGM Resorts Championship in 2021. Mr. Uihlein has also won on the European Tour in 2013 at the  
25 Madeira Islands Open. Mr. Uihlein has represented the United States in two Walker Cups (2009 and  
26 2011) and won the 2010 Eisenhower Trophy. Mr. Uihlein won the 2010 U.S. Amateur Championship.  
27 Mr. Uihlein currently ranks 59th on the Korn Ferry Tour regular season points list. Mr. Uihlein desires  
28 to be a member of the Tour and/or continue to be a member of the Korn Ferry Tour, and to play in

1 events on the Tour and the Korn Ferry Tour.

2 27. Defendant PGA Tour is a Maryland non-profit corporation, with its principal place of  
3 business in Ponte Vedra Beach, Florida. The PGA Tour sponsors a season-long series of golf  
4 tournaments throughout the calendar year called the PGA Tour. Those events occur primarily in the  
5 United States. In the 2021-22 PGA Tour season, the Tour sponsored events in twenty states, including  
6 six events in California. The Tour is engaged in interstate commerce.

### 7 JURISDICTION AND VENUE

8 28. Plaintiffs' action arises under Sections 1 and 2 of the Sherman Antitrust Act, 15 U.S.C.  
9 §§ 1, 2. Plaintiffs seek injunctive relief under 15 U.S.C. § 26 and damages under 15 U.S.C. § 15(a).  
10 This Court has subject matter jurisdiction over the federal antitrust claims under 28 U.S.C. § 1331  
11 (federal question) and 28 U.S.C. § 1337 (commerce and antitrust regulation); this Court has jurisdiction  
12 over the related state-law claims under 28 U.S.C. § 1367 (supplemental jurisdiction).

13 29. This Court may exercise personal jurisdiction over the PGA Tour under Section 12 of  
14 the Clayton Act, 15 U.S.C. § 22. The PGA Tour manages or operates two golf courses (TPC Harding  
15 Park and TPC Stonebrae) in this District and employs dozens of individuals who work there. It  
16 organizes and promotes annually at least six golf tournaments throughout California (Fortinet  
17 Championship, The American Express, Farmers Insurance Open, AT&T Pebble Beach Open, The  
18 Genesis Invitational, and the Barracuda Championship), two of which are within the Northern District  
19 of California. California hosts more PGA Tour golf tournaments than any other state. The Tour issued  
20 the first of its known anticompetitive threats to Plaintiffs and other players that is at issue in this lawsuit  
21 in La Jolla, California in January 2020. The PGA Tour also threatened Plaintiffs and other players  
22 with lifetime bans in Los Angeles, California in February 2022. The Tour has unlawfully restricted  
23 Plaintiffs from participating in events that compete against the PGA Tour.

24 30. This Court also may exercise personal jurisdiction over the PGA Tour under California  
25 Code of Civil Procedure § 410.10. The Tour operated, conducted, engaged in, and carried on a business  
26 venture in this state; committed tortious acts within this state that harmed Plaintiffs; and is engaged in  
27 substantial and not isolated activity within this state.

28 31. Venue is proper in this district under Sections 4 and 12 of the Clayton Act (15 U.S.C.



§§ 15, 22) because the Tour may be found in this District and transacts business in this District through the management or operation of two golf courses, hosting and promoting two golf tournaments, and employing individuals in this District.

## BACKGROUND AND FACTS

### Overview of Professional Golf

32. The business and sport of professional golf are organized around tours and tournaments that combine players of comparable skill levels. These tours and tournaments bring golf competition to fans, financially compensate players, and provide opportunities for sponsors and advertisers to market their products to golf fans of these events.

33. The elite level of men's professional golf is comprised of (1) the PGA Tour, which sponsors and co-sponsors a series of tournaments scheduled from September to September each season; (2) four annual standalone "Major" tournaments sponsored by entities other than the Tour: the Masters, the U.S. Open, The Open (or The British Open), and the PGA Championship; (3) two bi-annual team events (Ryder Cup and the Presidents Cup); (4) quadrennial Olympic competition; and (5) a handful of standalone events in which Tour members are only permitted to compete if they are given permission by the Tour Commissioner.

34. Until LIV Golf's nascent entry, the Tour was the sole elite golf tour in the United States and the world. Other elite professional golf events are standalone events (such as the Majors) that are not part of an organized tour that extends throughout a season. Professional golfers who qualify for membership on the Tour invariably compete on it, as it offers by far the largest tournament purses, the greatest opportunities to qualify for the Majors, the greatest opportunities for exposure in the golf world and beyond, and the most expansive opportunities to secure large endorsements from sponsors. As of the filing of this Complaint, all of the top 30 golfers in the world are active members of the Tour, except those golfers whom PGA Commissioner Monahan suspended or forced to resign in June 2022. This is not surprising, because (until LIV Golf's entry) no other golf tour in the world is a reasonable competitive substitute for the PGA Tour. For example, the average purse of a PGA Tour event is roughly two-and-a-half times the average purse of a European Tour event, roughly nine times the average purse of an Asian Tour event, and 13 times the average purse of a Korn Ferry Tour event. The

1 PGA Tour is the only golf tour shown regularly on broadcast television in the United States, and it  
2 earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.

3 35. The Tour and the four Majors act in concert and are complements, not competitors. The  
4 Tour schedules no events during the weeks of three of the Majors and schedules only a minor event  
5 with a lower prize pool the week of The Open. Conversely, the Majors do not compete with the Tour  
6 for players' services; rather, they encourage and incentivize players to participate on certain tours (the  
7 PGA Tour in particular) by adopting eligibility requirements that open playing spots to golfers who  
8 have performed well on those tours. Similarly, LIV Golf does not compete with the Majors, as it  
9 schedules its Series and will schedule its League around the Majors.

10 36. The European Tour is a purchaser of professional golfers' services, but it is effectively  
11 a feeder into and only a potential competitor to the PGA Tour. In the 1980s and early 1990s, the  
12 European Tour exerted some competitive pressure on the Tour for certain star international players,  
13 including Seve Ballesteros, Nick Faldo, and Bernhard Langer, but that has not been the case for many  
14 years. Instead, when European Tour members qualify for Tour membership, they almost invariably  
15 elect to immediately become PGA Tour members. None of the Top 30 golfers in the world are only  
16 members of the European Tour. PGA Tour superstar Rory McIlroy, originally from Northern Ireland  
17 who began his career on the European Tour, has aptly described the European Tour as "a stepping  
18 stone," explaining "you can go to America and play for more money and more ranking points. I think  
19 as well with the world ranking points, everyone out here, all of their contracts with sponsors, it's all  
20 about world ranking points. If players are getting paid more and earning more world ranking points,  
21 why would you play over there [European Tour]?" The actions of other European players who qualify  
22 for the Tour are consistent with McIlroy's views: they join the PGA Tour when they qualify.

23 37. European Tour Board Member Paul McGinley told *The Independent* that "the  
24 [European] Tour has accepted it is a junior partner to the PGA Tour now and will act as a feeder tour  
25 with more and more co-sanctioned events on both sides of the pond." McGinley continued: "We are  
26 there to enhance that and enable the PGA Tour to become the premier golf tour in the world. We  
27 realise that the [European] Tour will not be that, but we want to be very much . . . a kind of international  
28 arm and create pathways for players to come into the ecosystem via the European Tour and perhaps

the Korn Ferry Tour and then graduate onto the premier tour in the world which is the PGA Tour.” Likewise, European Tour Commissioner Keith Pelley told *The New York Times* that the European Tour agreed not to compete with the PGA Tour for player services as of November 2020.

38. The Tour has entered into an illegal agreement with the European Tour as part of its scheme to ensure that the European Tour does not partner with any entrant (including LIV Golf) that might seek to become part of the golf “ecosystem.” In a January 2020 strategy memorandum describing the PGA Tour’s plan to foreclose new entry, Commissioner Monahan explained that this alliance with the European Tour was aimed at removing the European Tour as a potential partner for a new entrant: “We have continued discussions with the European Tour about the potential to work more closely together, thereby removing the European Tour as a potential partner of” a new entrant. The Tour’s strategy was thus designed to ensure no new potential competitor could emerge to challenge its monopoly.

39. The Tour executed Monahan’s plan in November 2020, when it announced that it had purchased a minority stake in the European Tour’s media production company, and that the two tours would work in concert with one another. As detailed below, since that alliance was formed, the European Tour has joined the PGA Tour in a group boycott aimed at punishing players to foreclose LIV Golf’s entry.

40. There are also a number of more limited lower-level tours that operate in the U.S. and throughout the world, but none is a meaningful competitor to the Tour. In fact, the Tour owns, operates, or controls a number of these lower-level tours, ensuring that they do not become meaningful competitors to the PGA Tour. These tours include:

- PGA Tour Champions – A tour for players over the age of 50, organized and managed by the Tour;
- Korn Ferry Tour – The PGA Tour’s development tour in North America, through which players (like Plaintiff Uihlein) can qualify for the PGA Tour; organized and managed by the PGA Tour and described by the Tour as “the path to the PGA Tour”;
- PGA Tour Latinoamerica – A tour with events in Latin America, through which players can qualify for promotion to the Tour, organized and managed by the Tour;

- Mackenzie Tour-PGA Tour Canada – A tour with events in Canada, through which players can qualify for promotion to the Tour, organized and managed by the Tour;
- PGA Tour Series-China – A tour with events in China, organized and managed by the Tour;
- Asian Tour – A tour with events principally in Asia;
- Japan Tour – A tour with events in Japan;
- Sunshine Tour – A tour with events in Africa; and
- KPGA Korean Tour – A tour with events in South Korea.

41. These tours offer considerably lower levels of competition, far lower prize pools, far smaller sponsorship and income opportunities, and far less, if any, broadcast exposure and viewership throughout most of the world. As a result, players who qualify for the PGA Tour join the PGA Tour. Simply put, the PGA Tour has no competition as the premier professional golf tour in the United States and the world.

42. While the on-course competition among participants in the elite professional golf services market is intense, the Tour itself faces no meaningful competition for players' services. Until LIV Golf arrived on the scene, no other tour came close to the PGA Tour in terms of the money, exposure, quality of on-course competition for players, fan interest, advertising or sponsorship opportunities.

43. In addition, players in Tour events have a significantly greater opportunity than players in the lower-tier tours to qualify for spots in the Majors, Ryder Cup, Presidents Cup, and the Olympics by winning tournaments that provide entry into the Majors and that provide greater opportunity to earn more points in the world golf ranking system. A common way for players to qualify for the Majors is by being ranked within the Top 50 of the OWGR. While players in any tournament recognized by the OWGR can qualify for points, the OWGR awards points based on a tournament's competitive strength and the player's finishing position. Thus, players on the Tour are eligible to earn far more points than players on lower-tier tours. In addition, OWGR points are often used to determine the amount of money players receive from sponsors. Qualification for the Olympics is determined solely by OWGR rankings. Again, as PGA Tour player Rory McIlroy explained "it's all about world ranking points,"

1 and players can earn the most points on the PGA Tour.

2 44. The OWGR's Governing Board includes PGA Tour Commissioner Monahan, as well  
 3 as the top executives from a number of the other bodies: the CEO of the European Tour (Keith Pelley),  
 4 the General Counsel of the European Tour (Ben Bye), the COO of the European Tour (Keith Waters),  
 5 the CEO of the PGA of America (Seth Waugh), the Executive Director of the United States Golf  
 6 Association (Mike Whan), the Senior Director of the Masters Tournament of the Augusta National  
 7 Golf Club (Buzzy Johnson), the CEO of the R&A (Martin Slumbers), and the former CEO of the R&A  
 8 (Peter Dawson). As set forth in detail below, the PGA Tour has entered into an unlawful agreement  
 9 with the European Tour to foreclose competitive entry by locking arms in a group boycott to exclude  
 10 from the world golf "ecosystem" LIV Golf, any players who play in LIV Golf events (including the  
 11 Plaintiffs), and any other vendor, tour promoter, or other entity that partners with LIV Golf. And the  
 12 Tour has leaned on the other world golfing bodies that have representatives on the OWGR Governing  
 13 Board to do its bidding to heighten threats for associating with LIV Golf.

#### 14 **PGA Tour Structure**

15 45. The Tour's charter promises it will act to "promote the common interests of professional  
 16 tournament golfers." The Tour certified to the Internal Revenue Service that its non-profit purpose is  
 17 to promote the sport of professional golf and the common interests of touring golf professionals.

18 46. The professional golfers who have earned the right to compete on the Tour are the most  
 19 skilled and popular professional golfers in the United States and the world. Plaintiffs were active  
 20 members of the Tour until they were given lengthy suspensions for playing in LIV Golf events. Players  
 21 from the United States who are members of the Tour include Tiger Woods, Plaintiff Mickelson (now  
 22 suspended), Justin Thomas, Jordan Spieth, Plaintiff DeChambeau (now suspended), Dustin Johnson  
 23 (now resigned), Scottie Scheffler, Bubba Watson, and Brooks Koepka (now suspended). The PGA  
 24 Tour's Media Guide also states that its membership includes 94 international players from 29 countries  
 25 and territories outside the United States, including Justin Rose, Rory McIlroy, Sergio Garcia (now  
 26 resigned), Jon Rahm, Adam Scott, Henrik Stenson (now suspended), Louis Oosthuizen (now resigned),  
 27 Hideki Matsuyama, and Cameron Smith. They include some of the biggest names in sports and popular  
 28 culture in the United States and the world.

47. All member golfers on the Tour are independent contractors, not employees of the Tour. There is no team or other employer to cover their many and substantial expenses as a professional athlete (e.g., coaches, caddies, trainers, therapists, travel, and lodging).

48. The Tour is managed by its Commissioner, Jay Monahan, who assumed the role on January 2, 2017. Commissioner Monahan sits on the Board of the European Tour, the Governing Board of the OWGR, and the Board of Directors and Executive Committee of the International Golf Federation. Through these various roles, Commissioner Monahan assures that the Tour controls what it euphemistically terms the world golf “ecosystem.” Being blacklisted by the PGA Tour means effective expulsion from the golf “ecosystem” anywhere in the world.

### **Elite Professional Golf Has Stagnated Under the PGA Tour’s Monopoly**

49. As Commissioner Monahan acknowledged in a memorandum to the PGA Tour Policy Board (the “Monopoly Manifesto”), the PGA Tour is “the world’s leading professional golf tour” and “is second to none due to the strength of its members.” Thus, not surprisingly, virtually every golfer of public prominence worldwide is a member of the PGA Tour.

50. While the quality of play on the PGA Tour continues to flourish, the business of professional golf has stagnated under the Tour’s monopoly. In the age of social media, the accessibility and relatability of elite professional golfers should lend itself to a boom in fan interest and viewership, as it has with other sports. The opposite has happened. Without any meaningful competition (prior to LIV Golf’s entry), the Tour has failed to innovate and its product has grown stale. At the same time, the Tour’s fanbase has shrunk and continues to age, a trend sharply at odds with other major sports. Likewise, the Tour’s compensation to its members fell behind compensation to other professional athletes, as measured by the share of revenue the players receive, reflecting the Tour’s monopsony power over players’ services.

51. Despite offering a stagnant product with a shrinking fanbase, the Tour has used its monopoly position to extract substantially increased revenues from broadcasters and advertisers. As a monopsonist, however, the Tour has not passed those increased revenues through to its members. For example, the Tour’s revenue has increased between 2011 and 2019 by 163 percent, yet the share of revenue it provided its members fell substantially. This is because there is no competition for players’

1 services, allowing the Tour to direct its increased revenues into its bloated bureaucracy, extravagant  
2 facilities, and multimillion-dollar compensation and lavish perks for Commissioner Monahan and the  
3 other executives who run the monopoly, rather than sharing them with players. Tour data shows that  
4 average Tour purses grew an anemic 2.5 percent per year on average from 2014 through 2019—from  
5 \$6.62 million in 2014 to \$7.47 million in 2019. By comparison, the total salary pool for other major  
6 professional sports leagues grew at much stronger rates over the same period—15 percent per year for  
7 the NFL, 8 percent per year for the NBA, and 4 percent per year for the NHL, even though the 2014  
8 base levels for the other professional sports were substantially higher.

9 52. The Tour has failed to offer its members compensation on par with professional athletes  
10 in other sports. The number one player on the Tour money list in 2019 was Brooks Koepka, with \$9.68  
11 million in tournament winnings. His winnings were the equivalent to the 129th highest paid NFL  
12 player, the 121st highest paid NBA player, and the 128th highest paid MLB player.

13 53. It is incongruous that Tour members' share of revenue lags so significantly behind those  
14 of players in other sports over the same period, because the Tour is a nonprofit entity that does not  
15 compensate players for their travel and other expenses, while the other major professional sports are  
16 for-profit enterprises with franchise owners. Unlike those other sports, however, which have free-  
17 agency systems that establish competition among franchise owners for players' services, the PGA Tour  
18 faced no viable competition before LIV Golf's entry. As a monopolist, the PGA Tour does not compete  
19 for players' services, and the Plaintiffs' earnings have been and are suppressed.

20 54. The lagging compensation the Tour pays to its members is also striking in light of the  
21 expenses and risks that the players bear. Unlike professional athletes in other sports, professional  
22 golfers have to pay out-of-pocket to play on the Tour. Tour members pay for their own travel to and  
23 lodging at Tour events, and they pay for their coaches, therapists, trainers, and caddies. In addition,  
24 the players have no guarantees from the Tour—they earn nothing if they get injured, and they get  
25 nothing if they miss the cut. As a result, Tour members can end up with *negative* earnings for the year.

26 55. For example, Plaintiff Perez described a fellow Tour member that "one year ma[d]e  
27 \$22,000 on the Tour. He lost, he was in the hole about 90 grand. Mind you, he didn't play well and I  
28 get it, but how can he be out money? He earned his card and he was out like \$90 grand that year."



56. A Tour player agent was quoted as saying: “What I think the average fan doesn’t know is how much a player spends to go to work. . . . [T]hey spend so much money or reinvest so much money in themselves and what they pay their team and what they spend on private airfare, renting homes and [paying] chefs and trainers and physical therapists and everything that goes into it. It’s a very lucrative sport, but it’s also a very expensive sport for them, unlike team-sport athletes who are flown around every place and supplied all those things.” But without competition, elite professional golfers have historically had no option other than the Tour.

57. The Tour’s monopsony hold on participants in elite professional golf events is also reflected in its failure to innovate or retain (let alone expand) its audience. The Tour’s television ratings have struggled. Out of 27 PGA Tour tournaments for which data are available, 16 tournaments (almost 60 percent) had viewership in 2019 that was below the five-year average for that tournament. In 2020 (before the COVID outbreak shut down the Tour), six out of seven tournaments had viewership that was below the five-year average for that tournament. The PGA Tour’s fanbase is aging faster than any other sport, because it has failed to capture the attention of younger viewers. As Rory McIlroy (a PGA Tour Member, President of the Players Advisory Council, and PGA Tour Board Member) recognized, “competition is a good thing” and “any business needs competition for things to progress and move on.” But the PGA Tour has faced no competition for many years, it has had no reason to innovate and grow its fan base, and its product has grown stale.

#### **Anticompetitive PGA Tour Player Regulations**

58. Membership on the Tour is governed by the PGA Tour Player Regulations & Tournament Regulations (“Regulations”). Exhibit 1. Several interrelated provisions of the Regulations unreasonably restrict the independent contractor-players’ ability to participate in competing events.

59. **Media Rights Regulation.** The Regulations contain two provisions relevant to this case that govern players’ media rights. First, Section V.B.1.a. of the Regulations purport to grant to the PGA Tour the media rights for players when they are participating in Tour-sponsored tournaments. Plaintiffs do not challenge that provision on the understanding that the Tour interprets it to apply to golfers only when they are playing in Tour-sponsored events. However, if the Tour relies on that provision to support its position that it can control Tour members’ golf media rights even when they

1 are not participating in a Tour event, the Plaintiffs would challenge that provision as being  
2 anticompetitive.

3 60. A second provision in the Regulations, Section V.B.1.b. (the “Media Rights  
4 Regulation”) provides that “[n]o PGA Tour member shall participate in any live or recorded golf  
5 program without the prior written approval of the Commissioner, except that this requirement shall not  
6 apply to PGA Tour cosponsored, coordinated or approved tournaments, wholly instructional programs  
7 or personal appearances on interview or guest shows.” Exhibit 1. The Tour broadly defines “golf  
8 program” to cover “any golf contest, exhibition or play that is shown anywhere in the world in any  
9 form of media now known or hereinafter developed.” *Id.* According to the PGA Tour, this provision  
10 prevents all Tour members from participating in any golf program anywhere in the world, during any  
11 time of the year, *even when they are not participating in a Tour event.* According to the PGA Tour,  
12 the effect is a year-round prohibition on all Tour-member independent contractors from participating  
13 in any competing golf event anywhere in the world that is broadcast on any media. For example, when  
14 Plaintiffs participated in a LIV Golf event in London that was streamed on the Internet (but not shown  
15 on any television network in the United States), the PGA Tour declared that the Plaintiffs had violated  
16 this rule.

17 61. The global prohibition on playing in competing events is not needed to create or improve  
18 any product or offering by the Tour, or to improve any aspect of any product for fans. For example,  
19 other provisions purportedly grant the Tour the media rights for Tour events in which the players are  
20 participating. The global prohibition serves only to prohibit the Tour’s independent contractor players  
21 from playing in any competing events during weeks when they are not playing in Tour events.

22 62. The Media Rights Regulation is fundamentally inconsistent with the rights of the  
23 Plaintiffs as independent contractors, denying Plaintiffs the right to sell their own media rights to other  
24 bidders for their services. As a result, the Tour has deprived and continues to deprive Plaintiffs of the  
25 opportunity to pursue their profession, thus depriving them of income-earning, marketing, branding,  
26 and charitable opportunities.

27 63. Furthermore, this provision has foreclosed entry by LIV Golf at its planned scale and  
28 imposed on LIV Golf a cost basis that the Tour itself describes as “irrational.” In addition, and

critically, the Tour has compromised LIV Golf's ability to secure a television broadcast contract, a critical component of any sustainable elite golf tour. Even though LIV Golf has been able to convince some players to defy the Tour's threatened lifetime bans and to participate in LIV Golf events, the Media Rights Regulation has precluded LIV Golf from securing agreements to broadcast its tournaments because United States platforms are disinclined to sign a broadcast contract with LIV Golf while the Tour claims to control the media rights of the players participating in LIV Golf tournaments. As the PGA Tour has maintained, the Media Rights Regulation purportedly denies any competing tour the opportunity to broadcast tournaments to fans, an essential element of the business plan of LIV Golf or any other elite professional golf promoter. Unless it is enjoined, this provision will threaten the competitive entry of LIV Golf or any other potential competitor, which would deny Plaintiffs the opportunity to sell their services in a competitive market.

64. The anticompetitive intent of the Media Rights Regulation is exposed by the Tour's amendment of the definition of "golf program" in the provision in November 2019 in response to rumors of potential competitive entry. Whereas the prohibition had previously applied to "any golf contest, exhibition or play that is shown *in the United States*," the prohibition was expanded to cover "any golf contest, exhibition or play that is shown *anywhere in the world*." Exhibit 1 (emphasis added). Commissioner Monahan admitted this anticompetitive purpose in his Monopoly Manifesto: "Our current Tournament Regulations provide a significant hurdle for PGA Tour members with respect to contracting with Private Equity Golf under its proposed structure. . . . In particular, the Tournament Regulations governing Conflicting Events and Media Rights/Releases would be applicable. . . . [I]n November 2019 the Policy Board ratified a revised Media Rights/Release regulation to ensure that all golf events are unequivocally covered on a global basis." The Tour did not negotiate with Plaintiffs or any other Tour Member over its unilateral expansion of the Media Rights Regulation and does not compensate them for the Tour's purported exclusionary control over their year-round global media rights. The expansion ensures that players are restricted from participating with a competing golf tour anywhere in the world.

65. The anticompetitive purpose of the Media Rights Regulation is further illustrated by comparison with the European Tour. The European Tour does not prohibit its independent contractor

1 golfers from using their media rights when they are not playing in European Tour events. Rather, the  
 2 European Tour's rules make clear that the players' grant of media rights applies *only* when they  
 3 participate in European Tour events. During other weeks of the year, that grant of media rights "does  
 4 not otherwise affect the Member's rights as an independent contractor in respect of their own image  
 5 except as set out in these Regulations, including Regulation E5(c) [Ryder Cup] below." The European  
 6 Tour also "recognises the individual rights of all Members operating as independent contractors. . . and  
 7 will not unreasonably seek to restrain its Members from Participating in certain golf tournaments or  
 8 events which are not sanctioned by the European Tour. . . ."

9 66. Some Plaintiffs requested releases from the Media Rights Regulation to play the in the  
 10 LIV Golf London Invitational. The PGA Tour denied their request (as well as those of other Tour  
 11 members) and instead imposed lengthy suspensions on all players who participated in the event.

12 67. The Tour's anticompetitive use of the Media Rights Regulation is further demonstrated  
 13 through its selective enforcement of the provision against other events that it does not deem to be  
 14 competitive threats. For example, the Tour did not require members to obtain releases to participate in  
 15 a Pro-Am golf competition called the JP McManus held in the Republic of Ireland from July 4–5, 2022,  
 16 even though the event was broadcast in the United States, Europe, and throughout the world. In  
 17 contrast, days earlier the Tour enforced the provision with draconian punishments when Plaintiffs and  
 18 others played in the LIV Golf Portland Invitational from June 30 – July 2, 2022. The key difference  
 19 between the LIV Golf event and the JP McManus event is that the Tour views only LIV Golf as a  
 20 competitive threat.

21 68. The anticompetitive purpose and effect of the Media Rights Regulation is clear. The  
 22 incumbent monopolist has granted itself the right to foreclose the best golfers in the world from playing  
 23 in events that create real competition, at its own discretion. And if golfers defy the Tour's threats, the  
 24 competitor that is able to secure the players' services is nonetheless foreclosed from securing contracts  
 25 to broadcast the event on television or any other media.

26 69. **Conflicting Events Regulation.** A second exclusionary provision in the Regulations  
 27 (Section V.A.2–3, the "Conflicting Events Regulation") grants Tour Commissioner Monahan with the  
 28 discretion to prohibit Plaintiffs and all other Tour members from playing in any other golf tournament

1 anywhere in the world. Exhibit 1. Commissioner Monahan has exercised his discretion to foreclose  
2 competition from LIV Golf by preventing any Tour members from participating in any LIV Golf  
3 events, under penalty of career-threatening suspensions.

4 70. The Conflicting Events Regulation contains two components, each of which the Tour  
5 has employed to attack Plaintiffs in its effort to foreclose LIV Golf's entry. First, the provision  
6 prohibits any Tour member from playing in any other golf tournament in North America during any  
7 week when the Tour sponsors or co-sponsors an event—without exception, even when the player is not  
8 playing in the Tour event. Because the Tour typically sponsors or co-sponsors events approximately  
9 48 weeks per year, the Conflicting Events Regulation effectively prevents independent contractor Tour  
10 members from ever playing in non-PGA Tour events in North America. Second, the Regulations also  
11 prohibit Plaintiffs and all other Tour members from playing in any events *outside* North America during  
12 weeks in which the Tour is sponsoring or co-sponsoring an event, unless the Commissioner grants a  
13 release. These releases are limited to three per year, and the Commissioner has complete discretion to  
14 deny them.

15 71. The releases the Commissioner can choose to grant do not permit meaningful  
16 competition by other tours. No releases are permitted for any event in North America. Even as to  
17 international events, the Commissioner retains “sole discretion” to deny a release. Exhibit 1. While  
18 the Tour has historically granted releases for international events, the Tour changed its practice once  
19 the threat of potential competitive entry became evident. For the LIV Golf London Invitational, the  
20 Tour denied releases for all members. In doing so, Commissioner Monahan clarified that the Tour  
21 denied the requested relief because LIV Golf is organizing a tour that competes with the PGA Tour in  
22 North America. The Commissioner's vice president wrote, “While releases have been granted in  
23 limited circumstances for one-off events outside North America or for events outside of North America  
24 on tours based exclusively outside of North America, the event for which you have requested a release  
25 is the first in an eight-event “2022 LIV Golf Invitational Series” season, and more than half of them  
26 will be held in the United States.” Furthermore, even if the Commissioner did not exercise his  
27 discretion to attack competition, the Regulation provides that a player may obtain only three  
28 Conflicting Event releases per season, and may do so only if he also plays in a minimum of 15 Tour

1 cosponsored or approved tournaments. Also, the PGA Tour Commissioner is only required to give a  
2 player a decision 30 days in advance of the event, which makes it difficult for those planning  
3 international events to know which players will be permitted by the Tour Commissioner to play in the  
4 field.

5 72. The scope of this Conflicting Events Regulation is expanded by another provision in the  
6 Regulations which provides that in any week in which a Tour, PGA Tour Champions, Korn Ferry Tour,  
7 PGA Tour *Latinoamerica*, PGA Tour Canada, or PGA Tour China cosponsored tournament is  
8 scheduled, no Tour member may participate in any golf activity (including public exhibitions, clinics,  
9 and pro-ams) in the same geographic area without the prior approval of the Commissioner.

10 73. The Tour has made clear that it will weaponize the Conflicting Events and the Media  
11 Rights Regulation to attack competition. In January 2020, Commissioner Monahan told a meeting of  
12 PGA Tour members that the Tour will impose “strict enforcement of the Conflicting Event and Media  
13 Rights/Release rules” on players to prevent them from playing golf on a competing tour. When  
14 Plaintiffs participated in the LIV Golf London Invitational, Commissioner Monahan summarily  
15 suspended them within an hour of tee-off. Then, to expand the *in terrorem* effect of the suspension on  
16 all other Tour members, Commissioner Monahan immediately notified all PGA Tour members of his  
17 action.

18 74. The Tour has forced members of the Korn Ferry Tour—the developmental tour—like  
19 Plaintiff Uihlein, to be bound by the same Regulations and has enforced them to punish young  
20 developing professional golfers who play in LIV Golf. The PGA Tour has even banned golfers who  
21 are members in good-standing of the European Tour from the European Tour events it co-sanctions  
22 with the PGA Tour simply because they played in a LIV Golf event, including members of the  
23 European Tour who were granted permission to play in the LIV Golf event.

24 75. The Tour’s attack on LIV Golf is not the first time the Tour has used the Media Rights  
25 and Conflicting Events Regulations to attack nascent competitive entry. Before LIV Golf, the last  
26 meaningful threat of competitive entry to challenge the PGA Tour was the World Golf Tour, led by  
27 Greg Norman, which attempted to launch in 1994. In response, then-Tour Commissioner Tim Finchem  
28 wrote to Mr. Norman that the Tour would not grant conflicting event releases for “events held within

the United States” and that it would only grant a media rights release if the World Golf Tour would pay a prohibitive sum to the PGA Tour. And even then, the Tour’s releases would only be granted for events held on a Monday, Tuesday, or Wednesday. The Commissioner also threatened Tour members that they would lose PGA Tour membership cards if they joined the competing tour. Within days, the World Golf Tour collapsed. No other meaningful competitive threat emerged for more than a quarter century.

76. Plaintiffs are members of the Tour (albeit now subject to lengthy suspensions) and remain subject to the Regulations. They requested releases from the Media Rights and Conflicting Events Regulations to participate in one or more LIV Golf events. The Tour denied their requests and imposed severe punishment when they exercised their rights as independent contractors to play in the LIV Golf events (detailed further below). While the PGA Tour’s charter requires that the PGA Tour’s acquisition of players’ media rights be used “to promote the common interests of professional golfers,” the Tour uses its acquisition of players’ media rights to prevent other promoters from competing for its members’ services.

77. Furthermore, after dozens of Tour members (including Plaintiffs) sought Conflicting Events releases to participate in a LIV Golf event in London, the Tour amended its Conflicting Events Release request form to require its members to verify the event would not be shown on any medium in the United States—an impossible verification given modern technology. As the sequence of events makes clear, the Tour added that provision (the Contractual Assurance Confirmation) in response to LIV Golf’s attempted competitive entry. This amendment makes it even harder for Plaintiffs to exercise their independent contractor right to play for other promoters during their off-weeks.

#### **The PGA Tour’s Anticompetitive Response to Potential Competitive Entry in 2020**

78. After the PGA Tour used its Media Rights and Conflicting Events Regulations to deter entry by the World Golf Tour in 1994, there was no attempted entry into professional golf for over 25 years. Then, in late 2019 and into 2020, a number of the individuals and entities, some of whom who later became involved with LIV Golf, attempted to launch a competing tour known as the Premier Golf League (“PGL”). The Tour orchestrated an anticompetitive response that blocked PGL’s attempted entry.



1           79. PGL was a venture involving the Raine Investor Group SPV, World Golf Group  
2 (“WGG”), the Public Investment Fund of Saudi Arabia, and Performance 54. PGL developed a  
3 proposal for a new golf league, and it approached various golf stakeholders as part of its effort to launch  
4 a new elite professional golf tour to compete with the Tour.

5           80. PGL had discussions with player representatives in the fourth quarter of 2019 and began  
6 offering contracts to players in January 2020.

7           81. In January 2020, the Tour obtained copies of PGL’s marketing materials and the  
8 packages the PGL offered Tour players.

9           82. In response, Commissioner Monahan distributed his Monopoly Manifesto  
10 acknowledging that the PGL “would be competitive to the PGA TOUR,” and detailed the PGA Tour’s  
11 “response” to “mitigate any impact” from this potential competitive threat.

12           83. In that memorandum, Commissioner Monahan explained that the principal means to  
13 defeat the threat of competition was to prevent players from joining the new league. As Commissioner  
14 Monahan wrote, “[t]he impact that [the new league] can have on the PGA TOUR is dependent on the  
15 level of support it may receive from these players. Without this support, [the new league’s] ability to  
16 attract media and corporate partners will be significantly marginalized and its impact on the TOUR  
17 diminished.”

18           84. Commissioner Monahan pointed out that PGA Tour members would have “a significant  
19 hurdle” to join the new league because the Regulations prohibit players from joining a competing tour.  
20 In addition, Commissioner Monahan pointed to a rule he claimed would prevent players from  
21 competing in the team format proposed by the new league (based on a rule prohibiting “players having  
22 a financial interest in another player”) and prevent players from competing in “conflicting events”  
23 except under limited circumstances.

24           85. In the 2020 memorandum, Commissioner Monahan also informed the Tour Policy  
25 Board that in November 2019, in response to rumors about potential competitive entry of an upstart  
26 international golf tour, the Tour had amended the Regulations to expand the Media Rights Regulation  
27 “to ensure that all golf events are unequivocally covered on a global basis.” He also detailed plans to  
28 “further crystallize[] these restrictions.”

86. Commissioner Monahan proposed two additional revisions to the Regulations, one that would tighten restrictions on conflicting events and a second that would prohibit players from having an equity interest in another's performance, a direct response to the PGL's team concept. On information and belief, these revisions were later adopted.

87. In addition, Commissioner Monahan stated that the PGA Tour has "communicated with key members of the Tournament Advisory Council," a group of PGA Tour tournament directors who advise the PGA Tour on its business conditions, "to prepare for a possible entrance of the [new league] to the marketplace." Commissioner Monahan similarly detailed that the PGA Tour has "liaised with each [Major Championships and Governing Bodies] organization to learn of its position regarding [the new league]." And the PGA Tour communicated with the OWGR regarding the new league's eligibility for OWGR ranking points.

88. The Monopoly Manifesto described the PGA Tour's efforts to secure commitments from across the global golf ecosystem to foreclose potential competitive entry. Recognizing that the competitive threat from the new league would be greatly strengthened through a partnership with the European Tour, Commissioner Monahan stated that the PGA Tour has "continued discussions with the European Tour about the potential to work more closely together, thereby removing the European Tour as a potential partner of [the upstart competitor]." As described, the PGA Tour did in fact partner with the European Tour to prevent competitive entry.

89. Commissioner Monahan and the PGA Tour executed this anticompetitive plan to prevent players from joining the PGL and "remov[e]" others in the ecosystem as potential partners of the PGL, ensuring that the competitive threat from the PGL was thwarted before it could launch.

#### **The PGA Tour Threatens Players Considering Joining The PGL**

90. At a Tour players' meeting in January 2020 at Torrey Pines in La Jolla, California, Commissioner Monahan read aloud a message to Tour players similarly detailing some of his messages from his Monopoly Manifesto. In that meeting, Commissioner Monahan told PGA Tour players, "[t]he schedule for the [PGL] is designed to directly compete and conflict with the PGA Tour's FedExCup schedule, and to not conflict with [and be in addition to] the Masters, PGA Championship, U.S. Open and The Open Championship." Then, Commissioner Monahan threatened the Tour members with a

1 ban from the PGA Tour if they joined the PGL or any other new league, stating: “If the Team Golf  
2 Concept or another iteration of this structure becomes a reality in 2022 or at any time before or after,  
3 our members will have to decide whether they want to continue to be a member of the PGA Tour or  
4 play on a new series.”

5 91. As Commissioner Monahan made clear, the Tour demanded exclusivity from its  
6 independent contractor members, under penalty of a ban from the Tour.

7 92. In March 2020, Monahan repeated his threats to the players, stating that the Tour would  
8 “vigilantly protect [the Tour’s] business model” from the competitive entrance of a new league.

9 93. The Tour’s threats to the players’ livelihoods had their intended effect. As one player  
10 was quoted anonymously in a leading golf publication in early 2020, “the risk of getting banned by the  
11 PGA Tour has to be an obvious concern.” Many other Tour Members felt the same. As of 2020, the  
12 potential harm to Plaintiffs resulting from a ban from the Tour made the idea of signing on to a new  
13 start-up too risky to bear. Nonetheless, many Tour members—recognizing that they were  
14 disadvantaged by the Tour’s monopsonistic control over the market—remained very interested in new  
15 playing opportunities in addition to the Tour.

### 16 **The Tour Induces The European Tour Into a Group Boycott**

17 94. As Commissioner Monahan admitted in his Monopoly Manifesto, the PGA Tour agreed  
18 with the European Tour to remove the European Tour as a potential partner of any new entrant.

19 95. Throughout 2020, the PGL had been negotiating with the European Tour to develop a  
20 partnership to co-sponsor events, which would have been a key step toward enabling the PGL to launch.

21 96. The co-sponsorship was important because it would have assured that PGL events  
22 would qualify players to earn points under the OWGR system. OWGR rankings are used to determine  
23 qualification for the Majors. Professional golfers are reluctant to join any tour that does not provide a  
24 path to qualify for the Majors.

25 97. Under the rules of the OWGR (on whose board Commissioner Monahan sits), a brand  
26 new tour purportedly cannot qualify for OWGR points for at least three years and must be sponsored  
27 by one of the six full members of the International Federation of PGA Tours (PGA Tour, European  
28 Tour, Asian Tour, Japan Tour, Australasia Tour, and Sunshine Tour). This establishes a barrier to the

1 entry of any new tour: No elite professional tour can sustain in the long-term unless it provides players  
2 with a path to earn OWGR points, but no professional tour can secure points until it has existed for at  
3 least three years (absent an OWGR waiver of that requirement) and has sponsorship from one of the  
4 established International Federation members. To navigate through this Catch-22, the PGL sought to  
5 partner with the European Tour as part of its plan to enter and obtain a sponsor for its OWGR  
6 application.

7 98. Recognizing the PGL's need for a partnership with the European Tour, the PGA Tour  
8 forged an alliance with the European Tour through threats and financial incentives to put a bearhug  
9 around the European Tour and cut off a potential partner of the PGL. To obtain this agreement, the  
10 Tour threatened rule changes that would have made it more difficult for top European players who  
11 participate on the PGA Tour to play in European Tour events.

12 99. The PGA Tour's approach proved highly effective. In November 2020, the European  
13 Tour announced that it would not partner with the PGL, but instead it would enter into an alliance with  
14 the PGA Tour. One condition of the agreement was that the European Tour not partner with or sponsor  
15 the PGL, thereby removing a key partner for the PGL's planned entry. Additionally, through the  
16 alliance with the European Tour, PGA Tour Commissioner Monahan secured a seat on the Board of  
17 Directors of the European Tour and the PGA Tour made a massive investment in the European Tour  
18 and its subsidiaries. The Tour's illegal alliance with the European Tour enabled it to require the  
19 European Tour to work in concert with the PGA Tour to prevent competitive entry. The Tour used its  
20 strategic alliance with the European Tour throughout the next two years to carry out its anticompetitive  
21 scheme to thwart LIV Golf's entry. The Tour entered into the illegal agreement with the illegal purpose  
22 to eliminate a competitor and future potential entrants.

23 100. The PGA Tour's efforts to thwart the PGL's entry were successful. The PGL never got  
24 off the ground, the venture as it existed disbanded, and the PGL was left with no real prospect of  
25 viability. In 2022, the PGL offered to partner with the PGA Tour, but under the Tour's control. The  
26 Tour summarily rejected the proposal.

27 101. And through its campaign to destroy the PGL, the PGA Tour had secured an  
28 anticompetitive agreement with the European Tour to foreclose any future potential competitive

entrants.

### **LIV Golf Promises Long-Needed Competition**

102. After the Tour destroyed PGL's viability and the venture disbanded, LIV Golf formed in 2021. LIV Golf is a new golf company whose goal is to improve professional golf for all stakeholders: fans, players, broadcasters, sponsors, and tournament hosts. It seeks to offer more of what fans, broadcasters, and sponsors want, including an exciting new format that will ensure heightened competition among golf's star players. LIV Golf seeks to modernize the professional game by allowing the game's superstars to realize their true market potential, while enhancing the professional golf marketplace with a dynamic, team-inspired format that will complement individual competition.

103. LIV Golf developed a new golf tour (the League) that would include 48 top golfers who would compete both as individuals and on 12 teams of four. The LIV Golf League's format is inspired by the globally successful format for Formula 1 racing.<sup>2</sup> Twelve headline players would be player-owners, each holding an equity interest in their team and having substantial opportunities to guide their team to on-course and commercial success. Each LIV Golf League team of four was also set to have two substitute players, thereby offering 72 total players the opportunity to play. The player-owner of each team was to select four of the six players to play in a given week. By introducing an innovative format highlighting weekly head-to-head competition among the top players in the game, LIV Golf League's format would have created a more desirable product offering than the PGA Tour format, which has not changed for decades and has the lowest youth viewership of any North American major sport. LIV Golf League was going to include 54-hole tournaments with shotgun starts<sup>3</sup> and no cut, offering a faster-paced format with high levels of competition in every tournament, dramatically improving the fan experience.

104. The LIV Golf League format was designed as a fan-friendly alternative to the PGA Tour. The proposed "shotgun" format would reduce the number of hours required to watch a

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<sup>2</sup> Formula 1 is the world's premier international auto racing series.

<sup>3</sup> Shotgun starts are when all golfers in a tournament tee off of different holes at the same time so that they finish their rounds around the same time, as compared to tournaments where all golfers tee off of the first hole and proceed to the eighteenth hole in consecutive fashion.

1 tournament and increase the excitement of the viewer experience. The team format would provide  
2 opportunities for team allegiances among fans and lead to multiple levels of competition within any  
3 given tournament. The LIV Golf League would also benefit sponsors, advertisers, and other  
4 stakeholders, as each team was to be independently commercialized with freedom to develop and select  
5 team sponsors and a home city or region. LIV Golf had strategies for improved broadcast output and  
6 an entertainment experience with more storylines and content.

7 105. The LIV Golf League was also set to improve conditions for players. In contrast to the  
8 PGA Tour's stagnating tournament purses (until LIV Golf emerged), with about half the players not  
9 making the cut and earning nothing in any given tournament, LIV Golf League was set to introduce  
10 the benefits of competition to players, including offering players greater economic benefits more  
11 commensurate with their ability to attract revenue, equity ownership opportunities in their own success,  
12 and guaranteed income for every tournament in which they participated. LIV Golf would not require  
13 players to sign away their name, image and likeness rights for non-LIV Golf events. LIV Golf also  
14 would not foreclose players from playing in other tournaments during weeks in which LIV Golf is not  
15 playing, which would respect players' independent contractor status and allow them to participate in  
16 other tournaments and tours (to the extent not banned by the Tour).

17 106. The introduction of competition from the LIV Golf League would provide new and  
18 improved options for players, fans, and other stakeholders. Innovation would replace stagnation.  
19 Players, fans, sponsors, advertisers, and broadcasters would all benefit. The introduction of the LIV  
20 Golf franchise model to the sport of golf—with city, country, and regional affiliations—would engage  
21 more fans and increase commercial opportunities.

22 107. The LIV Golf League also aspired to enhance player opportunities more broadly and  
23 add meaningfully to the playing opportunities for professional golfers worldwide. It planned to provide  
24 qualification opportunities for players not initially selected and to embrace other tours, providing their  
25 players with pathways into the League. This format was designed to ensure a high level of competition  
26 throughout each season, as well as a fair and inclusive platform for golfers throughout the world,  
27 including younger development golfers.

28 108. If not for the anticompetitive conduct of the Tour, the LIV Golf League would have

launched in 2022. LIV Golf had developed a ground-breaking business plan. It secured a chief executive officer and Commissioner—Greg Norman, a giant in the world of golf and a highly successful businessman in multiple industries—hired an experienced team of executives, assembled a board, and built out a full front office with dozens of employees and numerous industry consultants and contractors. LIV Golf partnered with the Asian Tour and invested several hundred million dollars in the Asian Tour to sponsor marquee events throughout the world and develop the sport at multiple levels on a worldwide basis. LIV Golf negotiated with broadcast companies, sponsors, venues, advertisers, vendors, and several other business partners who expressed interest in LIV Golf League. All these successful stakeholders indicated, however, that they would commit only when LIV Golf League had signed up the players needed to launch LIV Golf *and*, critically, secured the players’ media rights.

109. LIV Golf also sought to cultivate relationships with other tours in the existing golf “ecosystem,” in order to ensure that there were further player pathways into and out of LIV Golf events (both within and across seasons) and to ensure that LIV Golf’s entry would be additive and beneficial to the sport of golf throughout the world. For example, LIV Golf made offers to the Ladies European Tour and the Ladies PGA Tour, which rejected those offers due to the PGA Tour’s opposition to LIV Golf, and due to the PGA Tour’s board seats in those organizations and its control over the golfing world. As described below, the PGA Tour has thwarted LIV Golf’s efforts by spearheading a group boycott designed to exclude LIV Golf from the “ecosystem” and punish any player who plays in any LIV Golf events.

### **The Tour’s Anticompetitive Response to the Potential Entry of LIV Golf**

110. In response to the potential entry of LIV Golf, the PGA Tour has used a carrot-and-stick approach to prevent Plaintiffs and other PGA Tour Members from playing with LIV Golf.

111. The carrot is a loosening of the PGA Tour’s purse strings to make somewhat greater compensation available to players than the Tour historically provided. This increased compensation to players in response to competitive entry is direct proof of the PGA Tour’s monopsony power and the anticompetitive effects on players (including Plaintiffs) from excluding competition. When the PGA Tour faced the meaningful threat of competitive entry for the first time in a quarter-century, it suddenly



and substantially increased player compensation, thus providing direct proof of the Tour's monopsony power in suppressing player compensation below competitive levels.<sup>4</sup> The stick used by the Tour is an array of anticompetitive actions by the PGA Tour to destroy the careers and livelihood of Plaintiffs, their business partners and agents, and anyone who associates with LIV Golf or its players. It is particularly notable that as LIV Golf's threat of entry grew, and as the press reported increased player interest and player signings, the Tour ramped up the intensity of its punishment and threats. As Commissioner Monahan made clear in his Monopoly Manifesto, the Tour knew that if it could deter players from joining a new league, the new league's "ability to attract media and corporate partners will be significantly marginalized" and "its impact on the [Tour] diminished." Particularly for a 501(c)(6) organization that is required to further the interests of its members, the Tour's commitment to attack and destroy the careers of its members in order to defeat competition is striking. The Tour's conduct is also blatantly anticompetitive, serves no purpose but to harm competition, and cannot be justified under the antitrust laws.

112. **The carrot.** In April 2021, in direct response to rumors of LIV Golf's potential entry into the marketplace, the PGA Tour announced the "Player Impact Program," a \$40 million bonus pool for the top 10 players on the PGA Tour who drive engagement with sponsors and fans. This new bonus pool, announced by the PGA Tour in response to potential competitive entry, is a clear indicator of the benefits of competition for players. As the PGA Tour recognized, competition in the labor market from LIV Golf will force it to raise compensation to the players or it will lose its talent to the new entrant. The PGA Tour's "Player Impact Program," however, was a half-measure, and offered far less than the compensation the players would earn in a competitive labor market.

113. In August 2021, in response to reports that LIV Golf's efforts to secure player commitments were gaining momentum and that the new entrant would offer substantially greater compensation, the Tour announced it would increase the purse sizes for tournaments and bonus pools for the 2021–2022 PGA Tour season by 18 percent compared to the purse size and bonus pools for the 2020–2021 PGA Tour season. As noted above, PGA Tour purse sizes had grown at an anemic low-

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<sup>4</sup> Despite these increases in compensation in response to LIV Golf's entry, PGA Tour compensation for players remains well below competitive levels.

1 single-digit rate for years, but when competitive entry was rumored, the Tour responded with an 18  
2 percent increase for the next season. This is clear and direct proof of the Tour's monopsony power,  
3 the benefits of LIV Golf's competitive entry, and the harm to competition and Plaintiffs if the Tour is  
4 permitted to destroy LIV Golf's nascent entry.

5 114. In October 2021, the Tour announced it would increase the purse size for the Players  
6 Championship by \$5 million (from \$15 to \$20 million) and would provide players with a \$50,000  
7 bonus if they compete in 15 PGA Tour events.

8 115. In December 2021, the Tour published its increased purse size for 2022 (increasing from  
9 \$367 million to \$427 million in aggregate) including: (1) increasing FedEx Cup bonus pool from \$60  
10 million to \$75 million; (2) increasing Top 10 Comcast Business Tour bonus from \$10 million to \$20  
11 million; (3) increasing the Player Impact Program prize pool from \$40 million to \$50 million; and (4)  
12 making official the October 2021 compensation announcements.

13 116. In December 2021, the Tour also disclosed initial plans to copy LIV Golf's team-golf,  
14 international, prestigious, exclusive, no-cut, high purse, tournament format. Whereas the Tour and its  
15 spokespersons had previously used LIV Golf's new format as an excuse for justifying their opposition  
16 to the new entrant, the Tour's announcement that it planned to knock off LIV Golf's format revealed  
17 that any opposition based on the new format was merely pretext. And again, the Tour's response to  
18 LIV Golf's innovations demonstrates the benefits of competition.

19 117. In February 2022, the Tour leaked further information about its plan to copy LIV Golf's  
20 ideas in creating a fall series of team events with high purses and no cuts. With that announcement,  
21 the Tour also discussed further plans to increase player compensation, reflecting further competitive  
22 benefits of LIV Golf's nascent entry.

23 118. The increased purses and bonuses that the Tour offered in response to LIV Golf's  
24 anticipated entry were, however, a half-measure. They are materially less than the compensation the  
25 players would earn in a competitive labor market. In a nutshell: before LIV Golf's anticipated entry,  
26 the Tour's market power and the barriers to entry it had created allowed the Tour to compensate its  
27 players at levels substantially below what would exist in a competitive market. In response to LIV  
28 Golf's attempted entry, the Tour increased player compensation on numerous occasions, but still at less

than competitive levels. For example, LIV Golf offers tournament purses between 200 percent to 300 percent higher than PGA Tour's purses, including guaranteed income to all participants. The lowest purse on the LIV Golf tour is millions of dollars greater than the largest purse ever offered by the PGA Tour. The point at which compensation becomes competitive will be determined only when the Tour is enjoined from using its anticompetitive threats, retaliations, and restrictive contractual provisions, and has to compete on a level playing field with LIV Golf to secure players' services.

119. Nonetheless, even the early effects of the threat of competitive entry were striking. The Tour increased player compensation several times in response to the potential competitive entry of LIV Golf, totaling *\$135 million* in a matter of a few months. This is clear and direct evidence of the Tour's monopsony power and the benefits of competition from LIV Golf. It is also direct evidence of the harm to competition that will result if LIV Golf's competitive entry is thwarted. Without the threat of competition from LIV Golf, the Tour would again face neither competition nor any reasonable likelihood of competition in the future. The Tour would then have both the ability and incentive to suppress player compensation to the sub-competitive levels that existed in the decades before LIV Golf launched.

120. In response to the increased compensation from the PGA Tour, players recognized that the threat of competitive entry prompted the changes:

- i. Plaintiff Mickelson: "I'm appreciative of the fact that there is competition, and that leverage has allowed for a much better environment on the PGA Tour, meaning we would not have an incentive program like the PIP [Player Impact Program] for the top players without this type of competition. We would not have the increase in the FedEx Cup money. We would not have the increase in the Players Championship to \$20 million this year if it wasn't for this threat."
- ii. Joel Dahmen: "The PGA Tour . . . magically come up with \$40 million for PIP and then there paying us all 50 grand to play 15 events, which is another X million dollars. That's like, \$50 million they just magically found laying around overnight. The money is there. There's a way to do it."
- iii. Plaintiff Kokrak: "I'm curious to see if the PGA Tour would've ever increased

any of that without this competition.”

121. As PGA Tour Member and then-PGA Tour Policy Board Member Jordan Spieth said, “I think as a player overall it [competition from LIV Golf] will benefit us . . . . I can only say from my point of view I think that it’s been beneficial to the players to have competition.” PGA Tour member Rickie Fowler said, “I think competition is a good thing, and in business, whatever it may be. . . . if you’re trying to be the best, you want to find ways that you can be better than your competitors. It goes through sport, business, tours, whatever it may be.” And Mr. Fowler noted that these new tours are coming about because the PGA Tour’s stale product left players frustrated: “These tours or leagues, however you want to classify or call them, they wouldn’t really be coming up if they didn’t see that there was more opportunity out there. I’ve always looked at competition being a good thing. It’s the driving force of our game.”

122. Then, after LIV Golf had achieved some success with its first LIV Golf Invitational Series event and contracting with some popular golfers, the Tour managed to come up with yet more money to try to deter golfers from leaving the Tour for LIV Golf. On June 21, 2022, just days after LIV Golf London Invitational, the Tour copied LIV Golf’s concept of limited field, no cut, team events with high purses, and announced its version of the events to begin in 2023. In that announcement, the Tour announced another increase of approximately \$54 million to existing events and, in total, over \$100 million purse increases across all of its events. In its announcement to its players, the Tour admitted the increase came from its “reserves.” The Tour had the money, but didn’t compensate the athletes or seek to offer innovative tournament ideas until LIV Golf introduced actual—albeit fragile—competition in the relevant market. On August 1, 2022, the Tour announced the purse amounts for the entire 2022–2023 schedule, which totaled a record \$415 million in prize money in official events and another \$145 million in bonuses—further showing how competition from LIV Golf caused the Tour to increase compensation for players.

123. **The stick.** The Tour’s increased purses were not successful in deterring player interest in LIV Golf. As noted, Plaintiffs and other players recognized that competition was good for the game of golf and for them, and the promise of true competition for their services fueled player interest in LIV Golf, which offered a more desirable format, more favorable terms for Plaintiffs and other players (such

as owning their media rights), and far greater compensation than the Tour was offering even with the recent increases in compensation. As a result, in a desperate effort to thwart competitive entry and protect its monopoly position, the Tour launched a vicious campaign of threats against its own members, including Plaintiffs, that promised career destruction for any players who joined LIV Golf.

124. After news broke in April 2021 that LIV Golf made formal offers to a number of the top players in the world, on May 4, 2021, Commissioner Monahan addressed a meeting of Tour players (including Plaintiffs) and informed the players that any golfer who joined LIV Golf would immediately lose their status as a PGA Tour member and face *a lifetime ban from the PGA Tour*. Plaintiffs were understandably intimidated by the Tour's threat.

125. The Tour intended its threat of lifetime ban to be a serious deterrent. It was. The prospect of leaving the Tour for an upstart golf promoter that could not guarantee its long-term existence, under threat of a lifetime ban from the incumbent monopsonist, was prohibitively risky. If banned from the Tour, the player would face a serious risk of being foreclosed from pursuing his chosen profession, a harrowing prospect for any golfer, and particularly younger golfers capable of 20 or more years of elite play.

126. In the 24 hours after the Tour announced that it would impose a lifetime ban on players who join LIV Golf, and after the Tour leaned on them for support, other entities in the golf "ecosystem" issued public statements reinforcing and expanding the Tour's threat:

- Seth Waugh, the CEO of the PGA of America, which sponsors the PGA Championship, publicly indicated the PGA of America's support for the PGA Tour and the European Tour in excluding competition from the "ecosystem of the professional game." He stated: "We are in full support of the PGA Tour and the European Tour regarding the current ecosystem of the professional game."
- Augusta National, which sponsors the Masters, issued a statement that "[t]he PGA Tour and European Tour have each served the global game of golf with honor and distinction. . . . As it has for many decades, the Masters Tournament proudly supports both organizations in their pursuit to promote the game and world's best players."

- A spokesperson for the R&A, which sponsors The Open, stated, “we have deep relationships with the [PGA Tour and the European Tour] and are supportive of them.”

127. When the Tour learned that LIV Golf was continuing to talk with players’ representatives (including Plaintiffs’ representatives) despite the threat of lifetime bans, the Tour threatened certain of the players’ representatives, saying that it would harm the representatives’ and the players’ business interests if they continued to engage in discussions with LIV Golf.

128. The Tour threatened—without basis—Plaintiffs, their representatives, and other players and their representatives, that the Tour would withhold players’ vested retirement funds if they were to join LIV Golf.

129. Several player representatives, including those of the Plaintiffs, were threatened that the Tour would use its connections to pressure their sponsors to revoke sponsorship agreements were they to join LIV Golf. Upon information and belief, the Tour successfully pressured sponsors to revoke player sponsorships.

#### **The Tour Uses Its Strategic Alliance with the European Tour to Exclude LIV Golf and Its Partners from the “Ecosystem”**

130. Before the PGA Tour formed an illegal alliance with the European Tour, the European Tour was a willing partner for prospective innovators and entrants into the global golf ecosystem. This included Golf Saudi and the Saudi investors who ultimately sponsored LIV Golf. For example, in a panel discussion in 2019, European Tour CEO Keith Pelley asserted that Saudi Arabia “are at the forefront of helping us develop the game.” In fact, the European Tour partnered with Golf Saudi in launching the Saudi International, co-sanctioning the tournament for three years from 2019 to 2021.

131. While the Tour and those it has leaned on now use the Saudi sponsorship of LIV Golf as a weapon to smear golfers (including the Plaintiffs) who play in LIV Golf events and justify their attacks on the golfers, Mr. Pelley’s statements reveal that attacks on the Saudi sponsorship of LIV Golf are pure pretext. The Tour had no problem entering into a partnership with the European Tour at the same time that the European Tour co-sanctioned the Saudi International and while Mr. Pelley gushed about the prospect of partnering with Golf Saudi to grow the sport. And the Tour has no problem

1 accepting its own sponsorship money from companies that do billions of dollars in business with Saudi  
 2 Arabia each year. An estimated 23 PGA Tour sponsors conduct regular business with Saudi Arabia  
 3 each year—an estimated \$40 billion dollars of business with Saudi Arabia. That the PGA Tour eagerly  
 4 does business with these companies while criticizing golfers for playing on a tour primarily sponsored  
 5 by the Public Investment Fund of Saudi Arabia is the height of hypocrisy. And it exposes as pure  
 6 pretext any notion that the Tour is orchestrating an attack on the players because the Tour is somehow  
 7 unable to do business with anyone who has business connections to Saudi Arabia. The Tour’s  
 8 campaign to destroy these players is purely about defeating competition.

9 132. The European Tour’s support for Golf Saudi changed starkly once the European Tour  
 10 entered into its alliance with the PGA Tour and when Golf Saudi supported a potential competitive  
 11 entrant to the PGA Tour.

12 133. The Tour’s agreement with the European Tour to form a group boycott to block  
 13 competitive entry that could challenge the PGA Tour’s dominance is a matter of public record. For  
 14 example, on May 4, 2021, the European Tour released a statement that “we are aligned with the PGA  
 15 Tour in opposing an alternative golf league, in the strongest possible terms.”

16 134. Just over a week later, on May 12, 2021, European Tour Commissioner Keith Pelley  
 17 wrote to representatives of Golf Saudi, noting its understanding that “Golf Saudi appears to be leading  
 18 the current pursuit of a new golfing enterprise, referred to widely as the Super Golf League or [LIV  
 19 Golf].” Commissioner Pelley wrote that the European Tour believed Golf Saudi was “talking to our  
 20 members about joining this **rebel enterprise**.” In an effort to deter Golf Saudi from supporting a new  
 21 entrant, Commissioner Pelley threatened that the European Tour would refuse to co-sanction the Saudi  
 22 International (which the European Tour had co-sanctioned since 2019) unless Golf Saudi “publicly  
 23 denounce[d] [LIV Golf].”

24 135. Commissioner Pelley also made clear that his threats to Golf Saudi were in furtherance  
 25 of the European Tour’s anticompetitive agreement with the Tour to lock arms in a global “ecosystem”  
 26 to foreclose LIV Golf’s entry:

27 We had, and indeed still have, aspirations of working with Golf Saudi in  
 28 continuing to build the Saudi International into a world class event, and indeed  
 look for other opportunities and have shared this view with our Strategic



Alliance partners at the PGA TOUR.

It is, however, impossible for us to continue those discussions while Golf Saudi is championing an alternative Tour that we believe is detrimental to both the European Tour, the PGA TOUR and global professional golf. I know PGA TOUR Commissioner Jay Monahan feels the same.

We would therefore encourage you in the strongest possible terms to publicly denounce SGL as soon as possible which would allow us to reopen dialogue about the Saudi International and how Golf Saudi, operating *inside* the ecosystem, could resume the joint vision we began in 2017.<sup>5</sup>

136. The Tour and the European Tour also threatened other prospective partners of LIV Golf, making clear that they will seek to punish those who support LIV Golf by excluding them from the so-called world golf “ecosystem.” For example, LIV Golf sought to enter into a relationship with the Asian Tour to co-sanction LIV Golf’s tournaments to ensure that players would qualify for OWGR points (which, as described above, is essential to the long-term success of an elite level tour) and to establish a broader relationship for investment in the Asian Tour to grow the sport globally. In response, the European Tour sent a list of “Consequences” to the CEO of the Asian Tour—under the logos of the European Tour and the PGA Tour—that the Asian Tour would suffer if it entered into any partnership with LIV Golf. Those consequences included (1) eliminating a “[p]athway for Asian Tour members onto European Tour,” (2) taking away “[e]xisting tournaments we co-sanction, totaling in excess of US\$10m of prize money and 250 playing opportunities,” (3) eliminating all future “co-sanctioned tournaments between the European Tour/PGA TOUR and Asian Tour” and (4) the Asian Tour would lose its “[p]osition within existing global golf ecosystem.” Notably, the European Tour and Tour threatened not only to punish the Asian Tour directly, but to punish golfers on the Asian Tour by eliminating a “pathway for Asian Tour members onto [the] European Tour” and by removing prize money that had previously been available to Asian Tour members. Despite these threats, LIV Golf was able to offer constructive collaboration and investment in the Asian Tour sufficient to convince the Asian Tour to partner with LIV Golf in the face of the threats from the European Tour and Tour.

137. Despite these threats, LIV Golf and its sponsors continued in its effort to work constructively with existing golfing bodies in its effort to grow the sport. For example, on July 5, 2021,

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<sup>5</sup> “SGL” in Commissioner Pelley’s email stands for Saudi Golf League and refers to the entity and potential entrant that is now known as LIV Golf.

representatives of the entities that would sponsor LIV Golf met in Malta with leaders of European Tour. They presented an offer that would have made the European Tour a partner in innovating in the sport worth up to \$1 billion for the European Tour. As reflected in the meeting minutes provided by a representative of the European Tour's title sponsor (DP World), the representatives from European Tour were "[g]rateful for the detailed work and preparation" and "[c]onfirmed" the LIV Golf series had "appeal and fit." However, the European Tour representatives **"stated main issue is US PGA mighty power and need to avoid a collision course between ET and PGA."** Simply put, partnering with LIV Golf was good for the European Tour, its members, and the sport of golf, but the European Tour feared the "mighty power" of the PGA Tour, turning down the opportunity to partner with LIV Golf because of its "need to avoid a collision course between ET and PGA."

138. When Golf Saudi did not yield to Commissioner Pelley's May 2021 demand that it "publicly denounce" LIV Golf, the European Tour followed through on its threat to refuse to continue sanctioning the Saudi International. Then, in August 2021, the Tour announced through the press that it would not grant any PGA Tour members conflict releases for the Saudi International as it had done since 2019, because the Saudi International was no longer sanctioned by the European Tour.

139. In response to the PGA Tour's threats to deny releases to play in the Saudi International, the players expressed their concerns:

- a. Sergio Garcia: "When you get banned from playing, or whatever, it hurts the game. . . . People want to see us play all around the world and enjoy us wherever we go."
- b. Rory McIlroy: "My view as a professional golfer is I'm an independent contractor, I should be able to play where I want if I have the credentials and I have the eligibility to do so. . . . Just the one thing I would worry about is if guys want to go to Saudi and they are going to make ten percent of their yearly income just by going and playing and [the PGA Tour is] restricting them from doing that, punishing them, that creates resentment for the players and that creates a problem between the tours."
- c. Xander Schauffele: "I feel like there just needs to be some sort of counter in the way certain things work. I'll try and do what I need to do, and they'll tell me what I can and can't do at a certain point, but I feel like they need to counter. They can't just tell me

1 no, you can't do this and then just kick rocks, kid. That's not really how I'd want to do  
2 things."

3 140. Despite the Tour's threat, the demand from the Tour members to play in this non-Tour  
4 sanctioned event was so strong that over 30 players (including Plaintiffs Mickelson and DeChambeau)  
5 sought releases to play in the Saudi International. In response to this pressure from the players, the  
6 Tour granted the release requests under the Conflicting Events and Media Rights Regulations, but  
7 imposed conditions on the players (including Plaintiffs). The Tour informed players that the  
8 Regulations fully supported the denial of the players' requests but that it would permit players to play  
9 in the Saudi International provided that: (1) players who have not played in the AT&T Pebble Beach  
10 Pro-Am (a PGA Tour event that takes place annually in this district) at least once in the last five years  
11 must commit to playing Pebble Beach at least twice in the next three years; and (2) players who have  
12 played Pebble Beach at least once in the last five years must commit to play Pebble Beach at least once  
13 in the next two years. The Tour did not impose these conditions and restrictions when it granted past  
14 releases—it did so only after Golf Saudi refused the threat to denounce and boycott LIV Golf.

15 141. In a message to European Tour members, Commissioner Pelley made clear that the  
16 opposition to having players participate in the Saudi International, which the European Tour had co-  
17 sanctioned from 2019 to 2021, was purely an attack on competition from LIV Golf, which he described  
18 as "a clear existential threat." As Commissioner Pelley stated, "we have done everything we can to  
19 encourage the Asian Tour and LIV Investments to play within our ecosystem," letting golfers play for  
20 a partner of LIV Golf would "damage" our business. Commissioner Pelley was blunt in conceding that  
21 the tours are acting to protect their own business interests, which diverge from the interests of the  
22 players whom they are supposed to support: "We want the best for our members but at the same time  
23 will vehemently do everything we can to protect your Tour."

24 142. Similarly, on December 16, 2021, the PGA Tour and European Tour flexed the muscle  
25 of their group boycott and made good on their threats to the Asian Tour. After the Asian Tour accepted  
26 investment and partnership with LIV Golf, Asian Tour CEO Cho Minn Thant received a call from  
27 Martin Slumbers, the CEO of the R&A, which hosts The Open. Mr. Slumbers told Mr. Thant that the  
28 R&A would end its years-long practice of giving the Asian Tour Order of Merit winner entry into The

Open because the PGA Tour and European Tour, with whom the R&A was aligned, were displeased about LIV Golf's investment in the Asian Tour. Days later, the media confirmed the R&A would revoke the Asian Tour Order of Merit winner's entry into the Open, identifying punishment of LIV Golf as the basis for harming individual Asian Tour players. Once again, the Tour and those it was pressuring were attacking LIV Golf and its partners by punishing golfers who had any association with LIV Golf.

143. As LIV Golf's player recruitment efforts continued, the Tour encouraged the European Tour to tighten its grip on its members and ensure they would not leave the "ecosystem" to play with LIV Golf. In threatening and imposing punishment on European Tour members, Commissioner Pelley made clear that it was doing so (1) pursuant to its agreement with the PGA Tour, (2) in an effort to thwart competition from LIV Golf, and (3) that the punishments were aimed at coercing players to act contrary to their individual interests. For example, on April 19, 2022, Commissioner Pelley wrote to European Tour members, reminding them of the European Tour's Conflicting Events Regulation. He stated: "Conflicting events, regardless of how attractive they might appear to you personally, potentially compromise our efforts in these areas and could significantly hurt your Tour in both the short and long term." He continued: "Please, therefore, continue to bear this bigger picture in mind, particularly considering some of these conflicting events in 2022 are scheduled directly opposite some of our most prestigious 'heritage events.'" He also stated: "We are unwavering in our belief that working together with PGA Tour . . . will make our sport less fractured and benefit global golf."

144. As part of their concerted efforts to tighten the reins, on June 24, 2022, the PGA Tour and European Tour suspended golfers who participated in the initial LIV Golf tournament from their three co-sanctioned events—the Scottish Open, Barbasol, and Barracuda Championships—and fined the suspended golfers €100,000. They further threatened to double the sanctions for future violations (which all participants in the second LIV Golf tournament in Portland, Oregon had already committed).

145. Just four days later, on June 28, 2022, the PGA Tour and the European Tour announced a further agreement to solidify their strategic alliance whereby: (1) the PGA Tour invested more in the European Tour Productions (the European Tour's media arm) to take a 40% share; and (2) the PGA Tour arranged for the European Tour to be a direct feeder tour into the PGA Tour, with the top 10

1 performing golfers on the European Tour earning PGA Tour cards. In a press conference announcing  
2 the agreement, when asked whether players who play in LIV Golf events could earn the tour cards,  
3 European Tour Commissioner Pelley and PGA Tour Commissioner Monahan both struggled to answer,  
4 until Commissioner Pelley conceded their plan to impose total bans on golfers who participate in LIV  
5 Golf events: “This won’t come into place until next year and I honestly don’t think we’ll have that  
6 problem by then” because LIV Golf players will not be permitted to play on the European Tour to earn  
7 a PGA Tour card.

8 146. The PGA Tour’s agreement with the European Tour to form a group boycott against  
9 LIV Golf and its players is further reflected in the punishments the European Tour imposed on its  
10 members who participated in LIV Golf events. The European Tour has historically considered playing  
11 in a competing event without a release to be a minor breach of its Regulations, with a punishment of  
12 €12,000 for a violation. In contrast, when its members participated in the first LIV Golf event, the  
13 European Tour issued punitive sanctions at the behest of the Tour, including fines of approximately  
14 €100,000 and suspensions from the three events the European Tour co-sanctions with the PGA Tour  
15 (but not other European Tour events not co-sanctioned by the PGA Tour), and threatened that  
16 participating in further LIV Golf events would lead to double fines and suspensions. To engineer these  
17 punishments, the European Tour first amended its regulations twice—after entering into the illegal  
18 alliance with the PGA Tour—to make the relevant violation of the European Tour’s Regulation a  
19 “Serious Breach,” which would give the Commissioner discretion to punish players and expand the  
20 scope of the Regulation.

21 147. On July 1, 2022 three of the golfers suspended from the co-sanctioned events, Ian  
22 Poulter, Adrian Otaegui, and Justin Harding, sued the European Tour to stay their suspensions and  
23 allow them to participate in the Scottish Open. The players challenged the European Tour’s sanction  
24 process as unfair and partial, and challenged the legality of its regulations. They also challenged the  
25 sanctions as contrary to the European Tour’s interest, as it was clear the European Tour was acting in  
26 concert with the PGA Tour.

27 148. The matter was referred to an arbitrator (pursuant to European Tour rules and an  
28 agreement between the players and the European Tour to stay the players’ suit), who granted the

1 players' request to stay their suspension from the Scottish Open until the merits of their appeal could  
 2 be heard before an independent panel. The arbitrator reasoned that European Tour CEO and  
 3 Commissioner Keith Pelley undertook "no process . . . close to replicating the guidelines for a  
 4 disciplinary hearing" and "was on record as having made strong adverse public statements on LIV,"  
 5 and, as the European Tour stated itself, he was "necessarily partial."

6 149. On July 1, 2022, the PGA Tour demonstrated its power over the European Tour, and  
 7 laid bare its purely anticompetitive motives in banning participants in LIV Golf events from its  
 8 tournaments, by banning from the co-sanctioned events in the United States (the Barbasol and the  
 9 Barracuda) all European Tour golfers in good standing who had played in the LIV Golf London  
 10 Invitational. These golfers were not members of the PGA Tour, and thus could not have violated any  
 11 PGA Tour rule. And even though they are members of the European Tour, they had not violated any  
 12 European Tour rule because they were permitted by the European Tour to participate in the LIV Golf  
 13 event.<sup>6</sup> Nonetheless, the PGA Tour barred these golfers from playing in co-sanctioned events, because  
 14 the PGA Tour has a policy of total foreclosure of LIV Golf players from any of its events.

15 150. On July 20, 2022, in furtherance of its agreement with the Tour to boycott LIV Golf and  
 16 those who associate with it, the European Tour removed Henrik Stenson as the European Team's 2023  
 17 Ryder Cup Captain because he joined LIV Golf.

#### 18 **PGA Tour Leans on the Majors to Do Its Bidding Against LIV Golf**

19 151. The Tour's threats to impose bans on players who join LIV Golf are vastly strengthened  
 20 if the ban encompasses not only PGA Tour events, but also the four annual Major Championships—  
 21 the PGA Championship, the Masters, the Open, and the U.S. Open—as well as the biannual Ryder  
 22 Cup. Participating in and winning the Majors and the Ryder Cup are the ultimate goal of most top  
 23 professional golfers. And, in turn, one of the goals of playing on a tour each year is to secure  
 24 qualification to the Majors and the Ryder Cup. The Tour is aware that if it can foreclose LIV Golf  
 25 players from having access to these events—or even create enough credible doubt about whether  
 26 participation in LIV Golf will end a player's chance of playing in those events—LIV Golf will find it

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27  
 28 <sup>6</sup> The golfers did not need a release from the European Tour to play in the LIV Golf London event  
 because they had not qualified for the conflicting event on the European Tour. Thus, the golfers had  
 not breached any European Tour rule and were not subject to any discipline from the European Tour.

1 prohibitively difficult to sign and sustain a critical mass of players to field a competitive elite-level  
2 tour. Accordingly, the Tour has pressured and encouraged the Major organizations to join its group  
3 boycott and to prevent LIV Golf from entering the global golf ecosystem.

4 152. For example, in January 2020, PGA Tour Commissioner Jay Monahan wrote in his  
5 Monopoly Manifesto: “We have liaised with each [Major] organization to learn of its position  
6 regarding Private Equity Golf.”

7 153. As with the Tour’s ramping up of its player threats over time as the threat of LIV Golf’s  
8 competitive entry has grown, the Tour’s pressure on the Major organizations has grown over time as  
9 well. For example, as part of its strategy to pressure the Majors into doing its bidding, in July 2022,  
10 the Tour had its 2022 Presidents Cup Captain and Hall of Fame Golfer Davis Love III use his position  
11 and influence to publicly encourage Tour members to enter into a group boycott of the Majors if the  
12 Majors do not ban all players who have played in LIV Golf. As Mr. Love stated, in encouraging a per  
13 se unlawful group boycott among Tour members: “Well, here’s the biggest lever; and it’s not the nice  
14 lever. But if a group of veterans and a group of top current players align with 150 guys on the Tour,  
15 and we say, ‘Guess what? We’re not playing,’ that solves it, right? If LIV guys play in the U.S. Open,  
16 we’re not playing. If they sue in court, and they win, well, we’re not playing. You know, there won’t  
17 be a U.S. Open. It’s just like a baseball strike.” As Mr. Love’s comments make clear, the Tour and its  
18 representatives view themselves as being above the law, exempt from the requirements of the Sherman  
19 Act, and free to engineer a self-help group boycott aimed at frustrating any injunction entered by this  
20 Court.

21 154. **The PGA Championship and the Ryder Cup.** The PGA of America is a separate  
22 entity from the PGA Tour, which organizes the PGA Championship and co-organizes the Ryder Cup  
23 along with the European Tour. The PGA of America has a representative, President Jim Richerson, on  
24 the PGA Tour Policy Board. On May 4, 2021, during a time when LIV Golf was gaining momentum  
25 in attracting players’ interest and on the eve of the PGA Championship in South Carolina, the CEO of  
26 the PGA of America, Seth Waugh, stated publicly that the PGA of America was aligned with the Tour  
27 in opposing LIV Golf’s competitive entry. Specifically, he said, “We [PGA of America] are in full  
28 support of the PGA Tour and the European Tour regarding the current ecosystem of the professional



1 game.” Then, two weeks later, Mr. Waugh said that the PGA of America would ban players from  
2 future PGA Championships and the Ryder Cup if they joined LIV Golf. Specifically, Mr. Waugh said,  
3 “If someone wants to play on a Ryder Cup for the U.S., they’re going to need to be a member of the  
4 PGA TOUR—excuse me, a member of the PGA of America, and they get that membership through  
5 being a member of the TOUR. . . . It’s a little murkier in our championship, but to play from a U.S.  
6 perspective you also have to be a member of the TOUR and the PGA of America to play in our  
7 championship, and we don’t see that changing.” Mr. Waugh went on to state, “I believe the Europeans  
8 feel the same way. And so I don’t know that we can be more clear than that.” Mr. Waugh’s public  
9 threat inaccurately characterized the PGA of America’s Constitution, as there are many ways to be a  
10 member of the PGA of America beyond being a member on the PGA Tour.

11 155. At the September 2021 Ryder Cup, PGA of America representatives privately  
12 threatened golfers and their representatives that they would be banned from future Ryder Cups and the  
13 PGA Championship if they joined LIV Golf.

14 156. Mr. Waugh repeated the threat a year later at the 2022 PGA Championship. He said,  
15 “As I said, we’re a fan of the current ecosystem and world golf ranking system and everything else that  
16 goes into creating the best field in golf. Right now we really—I don’t know what it’ll look like next  
17 year. We don’t think this [LIV Golf] is good for the game and we are supportive of that ecosystem.  
18 We have our own bylaws that we will follow towards those fields.” He was then asked by the media,  
19 “I’m sorry do your bylaws preclude letting those players [players who played in LIV Golf] play?” Mr.  
20 Waugh responded, “Not specifically, but our bylaws do say that you have to be a recognized member  
21 of a recognized Tour in order to be a PGA member somewhere, and therefore eligible to play.”

22 157. And then, in June 2022, the 2023 PGA of America Ryder Cup Captain Zach Johnson  
23 repeated the same unfounded threat and expanded it to suggest that Plaintiffs will not be eligible for  
24 the 2023 Ryder Cup. When he was asked by the media whether a player who plays in LIV Golf will  
25 be eligible for his 2023 Captain Picks, he responded, “The way that we’re members of the PGA of  
26 America is through the PGA Tour. I’ll let you connect the dots from there.”

27 158. *The Open*. The R&A, the global golf rules organization and promoter of The Open  
28 Championship, has taken multiple actions to support the PGA Tour’s efforts to exclude LIV Golf. For

1 example, the R&A has taken away the Asian Tour's Order of Merit winner's entry into the Open  
2 Championship in order to deter the Asian Tour from partnering with LIV Golf. Similarly, the CEO of  
3 the R&A (Martin Slumbers) and the Chairman of Augusta National (Fred Ridley) called the CEO of  
4 the Asian Tour (Cho Minn Thant) to threaten consequences relating to the Asian Tour's position in the  
5 current "ecosystem" if the Asian Tour continued to support LIV Golf and its LIV Golf Invitational  
6 Series. More recently, in July 2022, the R&A demonstrated its alignment with the PGA Tour by  
7 publicly disinviting two-time Open Championship winner Greg Norman from champions events at the  
8 150th Open Championship because he is the CEO of LIV Golf. The R&A also informed Mr. Mickelson  
9 he was not welcome. And, at the Open Championship in July 2022, R&A CEO Martin Slumbers  
10 suggested that players who play in LIV Golf may not be eligible or qualify for future Open  
11 Championships, and that it would be harder for them to make it in the tournaments.

12 159. *The Masters.* Augusta National, the promoter of The Masters, has taken multiple actions  
13 to indicate its alignment with the PGA Tour, thus seeding doubt among top professional golfers whether  
14 they would be banned from future Masters Tournaments. As an initial matter, the links between the  
15 PGA Tour and Augusta National run deep. The actions by Augusta National indicate that the PGA  
16 Tour has used these channels to pressure Augusta National to do its bidding. For example, in February,  
17 2022 Augusta National representatives threatened to disinvite players from The Masters if they joined  
18 LIV Golf. In addition, Augusta National Chairman Fred Ridley personally instructed a number of  
19 participants in the 2022 Masters not to play in the LIV Golf Invitational Series. Plainly, these threats  
20 to top players served no beneficial purpose, as they would only serve to weaken the field in the Masters.

21 160. In May, 2022 the PGA Tour also encouraged Augusta National representatives to attend  
22 Tour Player Advisory Council meetings to discuss ramifications for players participating in LIV Golf  
23 events, further demonstrating how the Tour has leaned on Augusta National to aid it in dissuading  
24 golfers from joining LIV Golf.

25 161. And, when LIV Golf CEO Greg Norman asked Mr. Ridley if he would meet with him  
26 to understand LIV Golf's business model and discuss how LIV Golf could operate in the existing  
27 professional golf world, Mr. Ridley declined the invitation—another example of LIV Golf trying to  
28 work with existing golfing entities and being turned away before even getting an opportunity to show

1 them what LIV Golf is about.

2 162. In addition, the Tour and others are utilizing their positions on the Governing Board of  
3 the OWGR to create enough credible doubt about whether LIV Golf will be eligible for OWGR points  
4 and whether players who participate in OWGR will be able to earn points playing in LIV Golf  
5 tournaments.

6 **The Tour Announces Policy to Permanently Ban Players Who Join LIV Golf**

7 163. Between January 2020 and February 2022, the Tour increased the severity of its threats  
8 of punishment to any player who would consider joining LIV Golf, as well as threats to the players'  
9 representatives and entities involved in golf sponsorship and advertisement. These threats, both  
10 individually and in combination, were anticompetitive acts that harmed Plaintiffs and tortiously  
11 interfered with the Plaintiffs' business relationships.

12 164. With multiple press reports in early 2022 describing LIV Golf's forward momentum  
13 and reporting that LIV Golf was nearing the critical mass needed to launch its tour, the Tour once again  
14 increased its threats to the players. In February 2022, the Tour gathered the agents of players (including  
15 Plaintiffs' agents) who were assembled for a Tour event in Los Angeles, California and informed them  
16 that the Tour would impose a lifetime ban on any player who signed with LIV Golf. This threat was a  
17 significant deterrent for players to take the risk to join LIV Golf. At that time, LIV Golf had not held  
18 its first tournament, and there was simply too great of a risk of career destruction in the face of such  
19 unlawful and brazen threats. For example, one star player, who had been in favor of joining the LIV  
20 Golf League before the threat, stated that younger players were "s\*\*\*ting in [their] pants" in response  
21 to this threat, and that he was not sure how LIV Golf could get the players it needed with the Tour's  
22 lifetime ban threat.

23 165. On February 22, 2022, Commissioner Monahan addressed a meeting of Tour players at  
24 the Honda Classic and reiterated that any player who joined LIV Golf would receive a lifetime ban  
25 from the Tour. According to an article quoting an anonymous player present at the meeting,  
26 Commissioner Monahan told players that if they were going to play in the league operated by LIV Golf  
27 to "walk out that door now" and "made the ban seem like it was in all capital letters."

28 166. The Tour's threats of punishment and career destruction greatly affected LIV Golf's

1 ability to sign enough elite professional golfers to fill out its League. Some players (including Plaintiff  
2 DeChambeau) who had previously signed contracts with LIV Golf were forced to publicly profess  
3 loyalty to the Tour. Other players who had previously agreed in principle to all terms with LIV Golf  
4 informed LIV Golf that they now could not sign, and instead publicly professed loyalty to the Tour.  
5 Players who had been enthusiastic about joining LIV Golf informed LIV Golf that they regrettably  
6 could not join in light of these threats. Just as Commissioner Monahan had predicted in his 2020  
7 Memorandum outlining the PGA Tour's plan to attack a new entrant, a competing tour without player  
8 support would prove unable to pose a competitive threat to the PGA Tour.

9 167. The Tour's lifetime ban policy had its desired effect, as LIV Golf League's 2022 launch  
10 plan died. Plaintiffs were denied the opportunity for increased playing and income opportunities and  
11 sustained competition for their services.

#### 12 **LIV Golf Invitational Series**

13 168. Forced to scrap its plans for a 2022 launch of the League, LIV Golf regrouped and  
14 developed a substantially scaled-down launch plan that became known as the LIV Golf Invitational  
15 Series. The Invitational Series did not include franchised teams or other planned League features, and  
16 promised two fewer events in 2022. Instead, on March 16, 2022, LIV Golf announced that the  
17 Invitational Series would feature an eight-event series showcasing a new golf format starting in June  
18 2022. The format features both individual and team play, and offers more than \$250 million dollars in  
19 prize purses. The first seven LIV Golf Invitational Series events each carry a purse of \$25 million  
20 dollars, comprised of \$20 million dollars in individual prizes (all players in the field earn a share) and  
21 \$5 million dollars, split among the top three teams. Following the first seven LIV Golf Invitational  
22 Series events, an Individual Champion will be crowned and a \$30 million dollar bonus prize will be  
23 split among the top three individual performers throughout the series. The eighth LIV Golf Invitational  
24 Series event will be a Team Championship that will provide an additional \$50 million dollars in total  
25 prize funds. The LIV Golf Invitational 2022 schedule started with the LIV Golf London Invitational  
26 on June 9–11, 2022, the LIV Golf Portland Invitational at the Pumpkin Ridge Golf Club on June 30–  
27 July 2, 2022, and the LIV Golf New York Invitational in Bedminster, New Jersey on July 29–31, 2022.  
28 The remaining LIV Golf scheduled events are:

- Sept. 2–4: The International – Boston, Massachusetts
- Sept. 16–18: Rich Harvest Farms – Chicago, Illinois
- Oct. 7–9: Stonehill Golf Club – Bangkok, Thailand
- Oct. 14–16: Royal Greens Golf Club – Jeddah, Saudi Arabia
- Oct. 28–30: Trump Doral Golf Course – Miami, Florida

169. During weeks in which there is no LIV Golf Invitational Series tournament, LIV Golf encourages players to play wherever they choose, including Tour events, other events on other tours, or events that might be created in the future (and which are currently prevented from developing because of the Tour’s restrictive rules).

#### **Efforts to Prevent and Harm LIV Golf’s Invitational Series**

170. On March 15, 2022, LIV Golf Commissioner and CEO Greg Norman sent emails regarding the LIV Golf Invitational Series to approximately 250 top professional golfers (including Plaintiffs). Plaintiffs were excited that LIV Golf was going to host tournaments despite the obstacles the Tour put in its path. On March 23, 2022, LIV Golf formally invited the same group of players to participate in the LIV Golf Invitational Series. Several players (including Plaintiffs) reached out to LIV Golf to say that they were interested in playing in the Invitationals, but they were concerned about doing so in light of the Tour’s threats to players. Plaintiffs remained interested in LIV Golf and continued discussions, as did others.

171. Plaintiffs and many other players (at least 170 golfers) filed entry application for LIV Golf Invitational Series’ first event. Plaintiffs and, on information and belief, some 80 Tour members sought conflicting events and media rights releases from the PGA Tour under the Conflicting Events and Media Rights Regulations.

172. In furtherance of its monopsony and its illegal agreement with the European Tour, on May 10, 2022, the Tour denied *all* requests from Tour members to participate in LIV Golf Invitational Series events. The denials were striking, because the Tour has historically granted releases to players to permit them to participate in events outside the U.S., but in this case the Tour issued an across-the-board denial for an event taking place in London. In its letter to the players denying the release requests, the Tour made clear that the reason it was departing from past practice was that LIV Golf planned to compete against the PGA Tour in North America:

1 While releases have been granted in limited circumstances for one off-events  
2 outside North America or for events outside of North America on tours based  
3 exclusively outside of North America, the event for which you have requested  
4 a release is the first in an eight-event “2022 LIV Golf Invitational Series”  
5 season, and more than half of them will be held in the United States.

6 173. There is no possible procompetitive justification for the denial, particularly because—  
7 as the Tour acknowledged—it would have granted the release for another event or tour that was not  
8 trying to compete against the Tour. This was simply an effort to defeat competition.

9 174. Then, unsatisfied with prohibiting all current Tour members from participating in LIV  
10 Golf events, the Tour extended its threat college golfers, explaining that if they played in any LIV Golf  
11 events they would be banned from entry into the PGA Tour University program, which provides top  
12 college golfers entry into the Tour’s developmental tour (Korn Ferry Tour). Again, this action served  
13 no procompetitive purpose, but was simply aimed at thwarting competition by preventing LIV Golf  
14 from being able to secure top golfers to participate in its tournaments.

15 175. On May 17, 2022, the European Tour acted in concert with the Tour and sent notices to  
16 its members denying them permission to participate in the LIV Golf Invitational Series event in  
17 London. The European Tour stated that the basis for the denial is that the LIV Golf Invitational Series  
18 event will compete with its European Tour event. Notably, however, the European Tour historically  
19 did not deny golfers requests to participate in conflicting events.

20 176. In response to these threats, LIV Golf was forced to commit to substantial up-front  
21 payments to a number of top golfers to convince the players to take on the risk of punishment from the  
22 Tour, as well as the risk of lost sponsorships and other injuries orchestrated by the Tour. These  
23 substantial payments have greatly increased LIV Golf’s costs of launching its Invitational Series, and,  
24 if the Tour’s conduct is not enjoined, the ongoing cash outlays significantly impact long-term viability  
25 of LIV Golf.

26 177. On May 31, 2022, LIV Golf announced the field for its London Invitational. In that  
27 announcement, the field included 16 PGA Tour players, 22 European Tour players, three promising  
28 young amateurs, and a number of other top players from across the world. Players were very interested  
in the product. But it was not the quality of field LIV Golf set out to have and was not the field of  
players LIV Golf would have had but for the PGA Tour’s unlawful regulations and threats.

1           178. Tour members who agreed to participate in the LIV Golf London Invitational publicly  
2 expressed the difficulty of doing so in light of the Tour's conduct.

3           a. For example, the agent for PGA Tour member Dustin Johnson released a  
4 statement that: "Dustin has been contemplating this opportunity off-and-on for  
5 the past couple of years. Ultimately, he decided it was in his and his family's  
6 best interest to pursue it. Dustin has never had any issue with the PGA Tour and  
7 is grateful for all it has given him, but in the end felt this was too compelling to  
8 pass up."

9           b. Plaintiff Matt Jones averred that participating in the LIV Golf Invitational Series  
10 "was a good business opportunity for me and my family. I like the concept, the  
11 idea of the three-day tournaments, [and] the team format aspect of things is great.  
12 I have thought about that [threat of punishment from the PGA Tour], which is  
13 something I had to weigh. I don't think banning players is a good look for the  
14 PGA Tour, or for golf in general."

15           c. PGA Tour member Graeme McDowell stated, "[t]he perceived consequences  
16 are definitely concerning. It was an exceedingly difficult decision. It is a  
17 difficult decision as a player when there's so many unknowns. We do not know  
18 what the reaction is going to be. It just boils down to the fact that I am a business  
19 and I have operated all over the world for 20 years. This is a compelling  
20 opportunity."

21           179. Other Tour members who agreed to compete in the LIV Golf London Invitational  
22 welcomed the innovations LIV Golf brought to the game. Player Plaintiff Swafford stated that LIV  
23 Golf's "[s]chedule is very enticing to a guy who has two small kids. I think the format, the team aspect,  
24 is going to be incredible. Look at Zurich [the Zurich Classic of New Orleans, which is a two-man team  
25 event], putting teams together turned an event that was in a tough part of the schedule into one that gets  
26 some incredible fields. I'm really looking forward to seeing how that works."

27           180. After the LIV Golf field was announced, the PGA Tour Player Advisory Council held  
28 an emergency meeting with representatives from Augusta National present. They informed the golfers



1 in attendance that the PGA Tour and Augusta National had agreed to work together to address LIV  
2 Golf. As described above, the threat of exclusion from the Masters (and the other Majors) is a powerful  
3 weapon in the Tour's arsenal to deter players from joining LIV Golf.

4 181. On information and belief, the Tour also ramped up its pressure on sponsors to prevent  
5 them from doing business with players who join LIV Golf, including pressuring a number of sponsors  
6 to sever longstanding relationships with players.

7 182. The Tour also continued its campaign of direct pressure on players to seek to convince  
8 them to withdraw from the LIV Golf event. The Tour sent letters to all Tour members listed in LIV  
9 Golf's May 31, 2022 press release, notifying them they were in violation of the PGA Tour Member  
10 Regulations and that the Tour Commissioner would take "appropriate course of action" against the  
11 players unless they withdrew from the LIV Golf Invitational Series event "in a manner reasonably  
12 satisfactory to the [PGA] Tour within forty-eight (48) hours." The European Tour sent similar notices  
13 to its members who were included in the LIV Golf Invitational Series field.

14 183. The PGA Tour also enforced its Regulations on players agreeing to participate in LIV  
15 Golf Invitational Series who had not even qualified for the Tour but are members of the developmental  
16 Korn Ferry Tour owned by the PGA Tour (and subject to nearly identical Regulations). For example,  
17 the PGA Tour applied its Regulations to prohibit Korn Ferry Tour members Mr. Uihlein and Turk Pettit  
18 from participating in LIV Golf Invitational Series.

19 184. The PGA Tour also sent a letter to Andy Ogletree, a Korn Ferry Tour Member,  
20 threatening him with punishment if he played in the LIV Golf event. In response, Mr. Ogletree reached  
21 out to Tour Vice President of Competition Administration Kristen Burgess regarding the Tour's denial  
22 of his release request. Mr. Ogletree explained that he had not qualified for the conflicting event on the  
23 Korn Ferry Tour taking place the same weekend as the London LIV Golf Invitational Series. Thus, his  
24 participation in the London LIV Golf Invitational Series event did not keep him from otherwise  
25 participating in a Korn Ferry Tour event (or, for that matter, a PGA Tour events). Mr. Ogletree  
26 informed the Tour that he had "spent thousands and thousands of dollars" in his unsuccessful effort to  
27 play in Korn Ferry Tour and PGA Tour events. He asked the PGA Tour: "Should I just sit at home on  
28 my couch next week and not make any money? It seems like this is your stance." Mr. Ogletree also

1 noted the inconsistency of the Tour’s stance since it had given Mr. Ogletree a release to participate in  
2 the Asian Tour International Series event from June 2–5, 2022 sponsored by LIV Golf. In response,  
3 the Tour cited the fact the LIV Golf Invitational Series will host events in the United States—  
4 specifically, that the LIV Golf Invitational Series competes with the Tour—as the basis for his event  
5 release denial.

6 185. This episode highlights that there is no conceivable procompetitive justification for the  
7 Tour’s punishment of players for participating in LIV Golf events. Mr. Ogletree was not going to play  
8 in any PGA Tour or Korn Ferry Tour event that weekend, because he was not qualified by those tours  
9 to participate in their events. The LIV Golf event thus did not pull Mr. Ogletree away from any PGA  
10 Tour event. Instead, it simply provided an opportunity for a player to pursue his trade and earn  
11 compensation. And yet the PGA Tour denied a release for Mr. Ogletree and subjected him to discipline  
12 for the offense of playing in a tournament when he otherwise would have been “just sit[ting] at home  
13 on [his] couch.”

14 186. It also demonstrates that the PGA Tour’s opposition to LIV Golf is not based on the  
15 source of capital for LIV Golf events. The Tour granted a release to Mr. Ogletree to play in the Asian  
16 Tour event that was funded by LIV Golf, because the Asian Tour is not competing with the PGA Tour.  
17 But when Mr. Ogletree sought to participate in an event that the PGA Tour deemed a competitive  
18 threat, the Tour denied the release and threatened punishment against him.

19 187. The Tour then went further to contact individually players who had chosen to play in  
20 the LIV Golf Invitational Series. Among them was Player Plaintiff Gooch. PGA Tour Chief  
21 Tournament & Competitions Officer Andy Pazder texted Mr. Gooch on June 2: “Just want to make  
22 sure you understand the implications of playing without an approved conflicting event release.” Mr.  
23 Gooch responded, “Davis [Love III] called yesterday and said jay [Monahan, PGA Tour  
24 Commissioner] is going to suspend, is this true?” In response, Mr. Pazder told Mr. Gooch that he  
25 would be banned from the Tour for life if he played in *one* LIV Golf Invitational Series event: “Our  
26 position has been that a player may choose to be a member of the Tour or to play in the Saudi/LIV  
27 events, but he can’t do both. If the player chooses the latter, he should not expect to be welcomed  
28 back.”

188. On June 3, 2022, the PGA Tour sent an additional letter to all its members who had agreed to participate in the LIV Golf London Invitational, informing them: “pursuant to Article VII, Section C, you are being placed on probation until further notice. Specifically, as reflected in the Notice of Disciplinary Inquiry to you dated June 1, 2022, the rule infraction triggering your probation is violation of Article V, Section A.2 of the PGA Tour Player Handbook & Tournament Regulations (“Regulations”). Accordingly, if you violate any other rule of the PGA Tour while on probation including, but not limited to, violating Article V, Section B.1, which prohibits your participation in a live or recorded golf program, such as the LIV Golf Invitational London, for which a media release has been denied, the Commissioner may immediately suspend your playing privileges.” Article VII, Section C of the PGA Tour Regulations relates to “conduct unbecoming a professional.” Thus, the Tour told its members that the act of playing in a professional golf tournament constituted “conduct unbecoming a professional golfer.”

189. Simply put, the Tour’s position that merely playing professional golf for another promoter constitutes “conduct unbecoming a professional” golfer is breathtaking. And it reveals the threat to competition that underlies the PGA Tour’s Regulations giving the PGA Tour Commissioner absolute discretion to interpret the Regulations and punish its Members.

190. On June 4, 2022, former Tour member Kevin Na resigned his PGA Tour membership due to the PGA Tour’s refusal to permit him to participate in the LIV Golf Invitational Series. Mr. Na expressed his desire as an independent contractor to “exercise[e] my right as a free agent” to have “the freedom to play wherever I want,” noting that he “cannot remain a PGA Tour member” and exercise his independent contractor rights due to the Tour’s Regulations and threats. He expressed his “sad[ness]” and his desire that PGA Tour Regulations change to enable him to play on the PGA Tour again.

191. In total, 10 Tour members who agreed to participate in the LIV Golf London Invitational resigned from the PGA Tour in response to these threats to avoid Tour punishment.

192. When the Tour learned that members were considering resignation to avoid the punishments it had threatened, it informed them that “should a member resign in an effort to avoid disciplinary action for future violations of the Regulations, the member would still be subject to

disciplinary actions for violations prior to the date of Resignation. In addition, a player should not expect that he will be able to rejoin membership or play in any events without membership at any particular time, as such matters would be governed by the Regulations and event requirements in effect at the time, as they may be amended from time to time.” Most PGA Tour tournaments are managed by other nonprofit organizations and offer sponsorship exemptions to PGA Tour and non-PGA Tour golfers. Thus, in order for the PGA Tour’s written threat to play out it requires agreement from other economic actors (the sponsors and tournament hosts).

193. Minutes after the golfers teed off at the LIV Golf London Invitational on June 9, 2022, the Tour distributed letters to its current and former members immediately suspending them and promising “the same fate [would] hold” for any Tour member playing in future LIV Golf events.

194. Also on June 9, 2022, Commissioner Monahan sent a letter to all PGA Tour Members and released the letter to the public identifying the golfers the PGA Tour was punishing. Contrary to its historical practices, the Tour sought to expose and malign these golfers for pursuing their profession. In particular, the PGA Tour Commissioner wrote:

- a. Tour members, including Plaintiffs and former members “are suspended or otherwise no longer eligible to participate in PGA Tour tournament play, including the Presidents Cup;”
- b. The suspension applies to all tours sanctioned by the PGA Tour (Korn Ferry, Champions, Canada, Latinoamerica);
- c. The golfers participating in the LIV Golf London Invitational Series “did not receive the necessary conflicting events and media rights releases—or did not apply for releases at all—and their participation . . . is in violation” of the Regulations;
- d. The Tour Commissioner made clear that any players “who participate in future [LIV Golf Invitational Series] events in violation of our Regulations” will suffer the “same fate” of suspension;
- e. Non-PGA Tour members who participated in LIV Golf Invitational Series “will not be permitted to play in PGA Tour tournaments as a non-member via a

1 sponsor exemption or any other eligibility category;”

2 f. The Commissioner tried to embarrass Plaintiffs by claiming that they and others  
3 made “their own financial-based” choice and they cannot demand the same  
4 “PGA Tour membership benefits” as other golfers;

5 g. The Commissioner further acknowledged that “there are true consequences for  
6 every shot” taken on the PGA Tour where a golfer could earn no compensation  
7 while paying for his travel to the event, whereas LIV Golf compensates its  
8 participants; and

9 h. The Commissioner embraced the notion that the PGA Tour is the “preeminent  
10 organization in the world of professional golf.”

11 195. Also on June 9, 2022, the PGA Tour Vice President of Competition Administration,  
12 Kristen Burgess, sent letters to all former PGA Tour Members who participated in the LIV Golf London  
13 Invitational Series but had resigned from the Tour, informing them they “remain subject to disciplinary  
14 action for violations prior to the date of resignation” and they “should not expect that [they] will be  
15 able to rejoin membership or play in any events without membership at any particular time.”

16 196. The Tour expanded its punishments by threatening to revoke the agency credentials for  
17 agencies that represent golfers who join LIV Golf—thereby threatening to injure the agents’ business  
18 for merely representing golfers who chose to join LIV Golf. For example, the Tour has threatened to  
19 revoke GSE Worldwide Management’s credentials because it represented golfers who joined LIV Golf.

20 197. The Tour also got Tiger Woods to do its bidding and publicly criticize golfers—  
21 particularly younger golfers—for joining LIV Golf by suggesting they would never play in The  
22 Masters, The Open, or other Majors and would not earn OWGR points: “Some of these players may  
23 not ever get a chance to play in major championships. That is a possibility. We don’t know that for  
24 sure yet. It’s up to all the major championship bodies to make that determination. But that is a  
25 possibility, that some players will never, ever get a chance to play in a major championship, never get  
26 a chance to experience this right here, walk down the fairways at Augusta National. . . , especially if  
27 the LIV organization doesn’t get world-ranking points and the major championship change their criteria  
28 for entering the events.” Mr. Woods’ comments echoed earlier evidence indicating that the Tour was

continuing to pressure the Majors to join the Tour's unlawful group boycott to exclude LIV Golf and punish any players who played in any LIV events.

### **PGA Tour Disciplinary Process**

198. On June 9, 2022, PGA Tour Senior Vice President of Tournament Administration Andy Levinson sent letters to all PGA Tour Members who participated in the LIV Golf London Invitational Series event, including Plaintiffs. In that Letter, Mr. Levinson informed golfers that (1) the PGA Tour considered them in violation of the Media Rights Regulation (V.B.1.b), (2) the PGA Tour considered them in violation of a PGA Tour Regulation against Public Attacks (VI.E.), (3) they were suspended immediately from playing in PGA Tour events "until further notice," and (4) they had 14 days to submit written statements and/or evidence that the PGA Tour Commissioner should consider "before determining an appropriate course of action separate from your current suspension."

199. The PGA Tour's Regulations detail its Disciplinary Procedures and Appeals, which provide an unconscionable and unfair process by which the players have no legitimate chance of getting fair treatment as it relates to punishments having anything to do with LIV Golf. Exhibit 1. The Tour's Regulations provide that the Commissioner has discretion to hear the appeal in the first instance. The Commissioner can also transfer the appeal to a panel of three Tour policy board members. The procedures do not give the player a hearing as a matter of right. After the procedures conclude, the Regulations provide that a player has released any and all claims against "the PGA TOUR Policy Board, the Commissioner or the Appeals Committee, PGA TOUR, Inc., the Professional Golfers' Association of America, and each director, officer, member, employee, agent or representative of any of the foregoing." Thus, the Tour's Regulations are set up as follows: (1) the Tour sets the Regulations which bind any player member, including changing those Regulations from time to time without input or consent from the player members, (2) the Regulations give the Commissioner the sole authority to interpret the Regulations in his discretion, (3) the Regulations demand that the biased Commissioner serve as judge, (4) the Regulations allow that same biased Commissioner to hear any appeals, (5) the Regulations provide no independent review process, as the Tour Board is put in the position of reviewing a Tour commercial policy that it approved and executed over the last few years, and (6) at the end of it all, the Regulations purportedly provide that the player has no right to challenge the

1 punishment having released all involved. That release is unenforceable and the Regulations'  
2 Disciplinary Procedures are procedurally and substantively unconscionable.

3 200. Several golfers submitted letters to the Tour challenging the Tour's indefinite  
4 suspension and objecting to any further course of action punishing the golfers.

5 201. On June 29, 2022, and various other dates, the PGA Tour suspended Plaintiffs until  
6 March 31, 2023, issued threats to extend the suspensions based on further violations of the Regulations,  
7 including (in the Tour's view) continuing to play in LIV Golf events or even to talk favorably about  
8 LIV Golf. Commissioner Monahan considered the golfers in violation of the Conflicting Events  
9 Regulation and Media Rights Regulation. Additionally, Commissioner Monahan considered the  
10 golfers in violation of the PGA Tour's Regulation Section VI.E ("Public Comments, Public Attacks")  
11 provision which provides that:

12 The favorable public reputation of PGA TOUR, its players and its tournaments are  
13 valuable assets and create tangible benefits for all PGA TOUR members.  
14 Accordingly, it is an obligation of membership to refrain from making comments  
15 that unreasonably attack or disparage others, including, but not limited to  
16 tournaments, sponsors, fellow members/players and/ or PGA TOUR. Speech that  
17 could be reasonably viewed as hateful, abusive, obscene and/ or divisive is  
18 expressly prohibited. Responsible expressions of legitimate disagreement with  
19 PGA TOUR policies are not prohibited. However, public comments that a member  
20 knows, or should reasonably know, will harm the reputation or financial best  
21 interest of PGA TOUR, a fellow member/player, a tournament sponsor or a charity  
22 are expressly covered by this section. Any violation of this section shall be  
23 considered conduct unbecoming a professional.

24 Commissioner Monahan deemed the golfers' reasonable statements of opinion and compliments of  
25 LIV Golf in violation of this provision merely because favorable comments regarding a competitor to  
26 the PGA Tour supposedly could cause the Tour financial harm.

27 202. The Tour's punishments put the players in an untenable position: They were banned  
28 for roughly nine months, which prevents them from playing in PGA Tour events (and its subsidiary  
tours) and they have been told that if they play in any LIV Golf events while the suspensions are in  
effect, the Tour will deem that an additional violation and impose even greater punishments. In effect,  
the Tour's punishments amount to a lifetime ban, because the only chance for a player to be clear of  
the PGA Tour's suspensions is to refrain from playing in any elite professional events—and thus  
essentially drop out of his profession.



203. On July 6, 2022, PGA Tour Board Member and President of the PGA Player Advisory Council Rory McIlroy said that golfers who join LIV Golf are “basically leaving all [their] peers behind to go make more money, which is fine. But just go over there. Don’t try and come back and play over here again.” Several years ago, Mr. McIlroy left the European Tour to play predominantly on the PGA Tour, and was still permitted by the PGA Tour to remain a European Tour member through his participation in the minimum number of events required by each tour.

204. On July 13, 2022, Plaintiffs appealed their nine-month suspension (and career threatening ban from the PGA Tour). The grounds for the players’ appeals were:

- a. Provisions of Sections V.A.2, V.A.3, and V.B.1.b are plainly unlawful restraints of trade that violate Section 2 of the Sherman Act, 15 U.S.C. § 2, and various state laws, and therefore (1) no punishment for purportedly violating those unlawful provisions may issue and (2) any purported agreement by any person to adhere to those unlawful provisions is void and unenforceable;
- b. Commissioner Monahan and the PGA Tour (the “Tour”) violate Section 2 of the Sherman Act by applying Sections VII.E. and VII.C to unlawfully punish golfers to thwart LIV Golf’s competitive entry, and therefore no punishment for purportedly violating those provisions may issue;
- c. Provisions of Sections V.A.2, V.A.3, and V.B.1.b enable Commissioner Monahan to unlawfully control what independent contractor-golfers do when they are not playing on the PGA Tour (the “Tour”), and thus no punishment for purportedly violating those provisions may issue;
- d. The Tour has unlawfully agreed with other entities in the purported golf “ecosystem,” including the European Tour, to establish a group boycott to prevent LIV Golf from succeeding and has targeted its Regulations to impermissibly punish golfers to carry out its coordinated dealings with others in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1;
- e. Commissioner Monahan has violated the Tour’s purported nonprofit purpose and violated his fiduciary duties to the Tour and its members by punishing

1 golfers in this way;

- 2 f. There was patent injustice and a lack of fair process because Commissioner  
3 Monahan cannot be impartial in his determination whether to sanction golfers  
4 because he has engaged in a two-year vendetta against prospective and new  
5 competitor professional golf promoter(s) and golfers are being punished for  
6 participating in a competitive promoter's events;
- 7 g. There was injustice and a lack of fair process because the Regulations'  
8 Disciplinary Process is procedurally and substantively unconscionable; and
- 9 h. In the alternative, the sanction imposed by Commissioner Monahan is grossly  
10 disproportionate to the seriousness of the alleged breaches of the Regulations  
11 that the Tour contends the players committed.

12 205. While some Plaintiffs' appeals of the Commissioner's disciplinary action were pending,  
13 on July 23, 2022, Mr. Levinson sent them a letter informing that: (1) the PGA Tour Commissioner  
14 believed they violated the Conflicting Events and Media Rights Regulations (Article V, Sections A.2  
15 and B.1) by participating in the June 30 – July 2, 2022 LIV Golf Invitational Portland event; (2) the  
16 PGA Tour Commissioner imposed a Major Penalty of suspension from participation in any PGA Tour-  
17 affiliated tournaments, including PGA Tour, PGA Tour Champions, Korn Ferry Tour, PGA Tour  
18 Latinoamérica, and PGA Tour Canada, and a suspension of their privileges at Tournament Players  
19 Clubs, for a period ending no earlier than March 31, 2024 (an additional year suspension), at which  
20 time they may seek in writing to have their suspension lifted; (3) the PGA Tour Commissioner may  
21 impose further disciplinary action for any additional violation of the Regulations; and (4) they may  
22 appeal the sanctions by written notice to the PGA Tour Commissioner within 14 days of the letter. In  
23 other words, the PGA Tour Commissioner unilaterally imposed further sanctions—a full additional  
24 year of suspension for playing in a second LIV Golf tournament—while the appeal of the first Notice  
25 of Disciplinary Action was still pending.

26 206. On July 25, 2022, the Tour informed the Player Advisory Council that golfers who were  
27 suspended for playing in LIV Golf would not be permitted to play in the FedEx Cup, even though some  
28 of their appeals of the suspensions were pending and should have been abated under the Tour's

1 Regulations.

2 207. On July 27, 2022, Commissioner Monahan referred some of the Plaintiffs' appeals to  
3 the Appeals Committee and requested that any materials in support of appeal be submitted by August  
4 10, 2022. In response, Plaintiff Gooch requested confirmation that the Tour would abate their  
5 suspensions pending appeal to the Appeals Committee. In response, Commissioner Monahan indicated  
6 he would not abate Plaintiffs' suspensions pending appeal.

7 208. On July 29, 2022, Mr. Levinson informed some Plaintiffs that the Tour would no longer  
8 send them Notice of Disciplinary Inquiry letters for "ongoing violations." The Tour thus chose to  
9 abandon its disciplinary process.

10 209. And, then on August 2, 2022, the Tour informed Mr. Gooch that the Tour would not  
11 abate suspensions pending appeals in violation of the Tour's regulations.

12 210. Plaintiffs' suspensions were a critical means employed by the Tour to achieve its  
13 anticompetitive end. Punishing the players is essential to the scheme to eliminate competition in the  
14 market. Absent participants in elite professional golf events, no nascent league can enter the  
15 market. By suspending the Plaintiffs and threatening to suspend other players, the Tour endeavored to  
16 eliminate competition.

#### 17 **Specific Plaintiffs' PGA Tour Disciplinary Proceedings and Harm**

18 211. **Phil Mickelson:** The Tour's anticompetitive scheme is apparent from the disciplinary  
19 action levied against Plaintiff Mickelson. On March 22, 2022, the Commissioner suspended Plaintiff  
20 Mickelson (with the opportunity to apply for reinstatement in May of 2022) for, among other alleged  
21 reasons, "attempting to recruit players to join [LIV Golf]." Following an appeal, the appeals committee  
22 (a three-person committee comprised of members of the Tour Policy Board) affirmed the  
23 Commissioner's two-month suspension. On June 20, 2022, Mr. Mickelson applied for reinstatement  
24 from the two-month suspension. The Tour denied his request, stating that Plaintiff Mickelson violated  
25 Tour regulations by participating in the LIV Golf London Invitational. In addition to denying his  
26 request for reinstatement, the Tour extended Plaintiff Mickelson's suspension, forbidding him from  
27 seeking reinstatement to play professional golf with the Tour until March 31, 2023. While Plaintiff  
28 Mickelson was suspended from tournament play, the Tour continued to levy suspensions. On July 23,

1 2022, the Tour imposed additional sanctions on him for participating in the LIV Golf Invitational in  
2 Portland. Specifically, the Tour extended Plaintiff Mickelson's suspension once again, deferring even  
3 the mere opportunity to apply for reinstatement until after March 31, 2024.

4 212. Mr. Mickelson's unlawful two-year suspension from the PGA Tour has caused him  
5 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful  
6 suspensions are denying Mr. Mickelson the right he has earned to play in events on the Tour, to earn  
7 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's  
8 suspension has denied Mr. Mickelson the right to the platform and the public exposure provided by  
9 playing on the Tour. The Tour's suspension has denied Mr. Mickelson the opportunity to hone and  
10 maintain his golf game by playing professional golf in the tournaments that he would choose to play.  
11 The Tour's suspension has denied Mr. Mickelson access to play professional golf before his fans via  
12 live attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff  
13 Mickelson endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown  
14 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,  
15 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated  
16 Plaintiff Mickelson's opportunity to earn up to \$10 million annually in the Player Impact Program, a  
17 program that measures player impact by, among other things, calculating the player's Nielsen score  
18 (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has  
19 denied Mr. Mickelson the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's  
20 suspensions have denied Mr. Mickelson the opportunity to earn deferred compensation pursuant to the  
21 PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for  
22 each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Mickelson's  
23 goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and  
24 Media Rights Regulations have denied Mr. Mickelson competition for his services for years, have  
25 depressed his earnings, and have decreased output of professional golf earning opportunities. The  
26 Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr.  
27 Mickelson and his use of his media rights are causing him irreparable, financial and commercial harm  
28 that have denied him income and playing opportunities in the past and as long as the Regulations that

1 give the Tour such purported control remain in place, Mr. Mickelson will be financially and irreparably  
2 harmed. As a lifetime member of the Tour, Mr. Mickelson is particularly harmed by the Tour  
3 wrongfully taking away what he has rightfully earned—opportunity to play in Tour events for the  
4 remainder of his golfing career.

5 213. The Tour's unlawful conduct has also denied Mr. Mickelson the opportunity to play in  
6 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL  
7 tournaments.

8 214. **Talor Gooch.** On June 9, 2022, the Tour unlawfully suspended Mr. Gooch on an  
9 indefinite basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Gooch  
10 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022,  
11 the Tour unlawfully extended Mr. Gooch's suspension through at least March 31, 2024. The PGA  
12 Tour has threatened to impose further disciplinary sanction on Mr. Gooch if he continues to play in  
13 LIV Golf events when he is not playing on the Tour.

14 215. Mr. Gooch's unlawful two-year suspension from the PGA Tour has caused him  
15 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful  
16 suspensions are denying Mr. Gooch the right he has earned to play in events on the Tour, to earn  
17 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's  
18 suspension has denied Mr. Gooch the strong chance to qualify for the 2023 Major Championships by  
19 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Gooch  
20 the right to the platform and the public exposure provided by playing on the Tour. The Tour's  
21 suspension has denied Mr. Gooch the opportunity to hone and maintain his golf game by playing  
22 professional golf in the tournaments that he would choose to play. The Tour's suspension has denied  
23 Mr. Gooch access to play professional golf before his fans via live attendance and video broadcast of  
24 Tour events. The Tour's unlawful conduct cost Plaintiff Gooch endorsement deals and sponsorships.  
25 Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States,  
26 and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.  
27 The Tour's unlawful conduct eliminated Plaintiff Gooch's opportunity to earn up to \$10 million  
28 annually in the Player Impact Program, a program that measures player impact by, among other things,

calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr. Gooch the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have denied Mr. Gooch the opportunity to earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Gooch's goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. Gooch competition for his services for years, have depressed his earnings, and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. Gooch and his use of his media rights are causing him irreparable, financial and commercial harm that have denied him income and playing opportunities in the past and as long as the Regulations that give the Tour such purported control remain in place, Mr. Gooch will be financially and irreparably harmed.

216. The Tour's unlawful conduct has also denied Mr. Gooch the opportunity to play in PGL tournaments and to earn compensation he foreseeably would have received competing in PGL tournaments.

217. **Hudson Swafford.** On June 9, 2022, the Tour unlawfully suspended Mr. Swafford on an indefinite basis from playing on the Tour. On June 29, 2022, the Tour unlawfully suspended Mr. Swafford from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022, the Tour unlawfully extended Mr. Swafford's suspension through at least March 31, 2024. The PGA Tour has threatened to impose further disciplinary sanction on Mr. Swafford if he continues to play in LIV Golf events when he is not playing on the Tour.

218. Mr. Swafford's unlawful two-year suspension from the PGA Tour has caused him irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are denying Mr. Swafford the right he has earned to play in events on the Tour, to earn compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied Mr. Swafford the chance to qualify for the 2023 Major Championships by placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr.

Swafford the strong chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Swafford the right to the platform and the public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Swafford the opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he would choose to play. The Tour's suspension has denied Mr. Swafford access to play professional golf before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff Swafford endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States, and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated Plaintiff Swafford's opportunity to earn up to \$10 million annually in the Player Impact Program, a program that measures player impact by, among other things, calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr. Swafford the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have denied Mr. Swafford the opportunity to earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Swafford's goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. Swafford competition for his services for years, have depressed his earnings, and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. Swafford and his use of his media rights are causing him irreparable, financial and commercial harm that have denied him income and playing opportunities in the past and as long as the Regulations that give the Tour such purported control remain in place, Mr. Swafford will be financially and irreparably harmed.

219. The Tour's unlawful conduct has also denied Mr. Swafford the opportunity to play in PGL tournaments and to earn compensation he foreseeably would have received competing in PGL tournaments.

220. **Matt Jones.** On June 9, 2022, the Tour unlawfully suspended Mr. Jones on an indefinite



1 basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Jones from  
2 playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022, the  
3 Tour unlawfully extended Mr. Jones's suspension through at least March 31, 2024. The PGA Tour has  
4 threatened to impose further disciplinary sanction on Mr. Jones if he continues to play in LIV Golf  
5 events when he is not playing on the Tour.

6 221. Mr. Jones's unlawful two-year suspension from the PGA Tour has caused him  
7 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful  
8 suspensions are denying Mr. Jones the right he has earned to play in events on the Tour, to earn  
9 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's  
10 suspension has denied Mr. Jones the chance to qualify for the 2023 Major Championships by placing  
11 in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Jones the strong  
12 chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of the 2022  
13 FedEx Cup Rankings. The Tour's suspension has denied Mr. Jones the right to the platform and the  
14 public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Jones the  
15 opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he  
16 would choose to play. The Tour's suspension has denied Mr. Jones access to play professional golf  
17 before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct  
18 cost Plaintiff Jones endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown  
19 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,  
20 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated  
21 Plaintiff Jones's opportunity to earn up to \$10 million annually in the Player Impact Program, a  
22 program that measures player impact by, among other things, calculating the player's Nielsen score  
23 (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has  
24 denied Mr. Jones the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's  
25 suspensions have denied Mr. Jones the opportunity to earn deferred compensation pursuant to the PGA  
26 Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each  
27 tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Jones's goodwill and  
28 caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights

1 Regulations have denied Mr. Jones competition for his services for years, have depressed his earnings,  
2 and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting  
3 Events and Media Rights Regulations Tour's unlawful control of Mr. Jones and his use of his media  
4 rights are causing him irreparable, financial and commercial harm that have denied him income and  
5 playing opportunities in the past and as long as the Regulations that give the Tour such purported  
6 control remain in place, Mr. Jones will be financially and irreparably harmed.

7 222. The Tour's unlawful conduct has also denied Mr. Jones the opportunity to play in PGL  
8 tournaments and to earn compensation he foreseeably would have received competing in PGL  
9 tournaments.

10 223. **Bryson DeChambeau.** On June 30, 2022, the Tour unlawfully suspended Mr.  
11 DeChambeau on an indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully  
12 suspended Mr. DeChambeau from playing on the Tour (or any affiliated tours) through at least March  
13 31, 2023. The PGA Tour has threatened to impose further disciplinary sanction on Mr. DeChambeau  
14 if he continues to play in LIV Golf events when he is not playing on the Tour. On July 29, 2022, the  
15 Tour sent notice to Mr. DeChambeau that it was sanctioning him for talking to other Tour members  
16 about the positive experience he had had with LIV Golf.

17 224. Mr. DeChambeau's unlawful suspension from the PGA Tour has caused him irreparable  
18 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are  
19 denying Mr. DeChambeau the right he has earned to play in events on the Tour, to earn compensation  
20 playing on the Tour, and to have the opportunities that come with such play. The Tour's suspension  
21 has denied Mr. DeChambeau the right to the platform and the public exposure provided by playing on  
22 the Tour. The Tour's suspension has denied Mr. DeChambeau the opportunity to hone and maintain  
23 his golf game by playing professional golf in the tournaments that he would choose to play. The Tour's  
24 suspension has denied Mr. DeChambeau access to play professional golf before his fans via live  
25 attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff  
26 DeChambeau endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown  
27 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,  
28 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated

Plaintiff DeChambeau's opportunity to earn up to \$10 million annually in the Player Impact Program, a program that measures player impact by, among other things, calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr. DeChambeau the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have denied Mr. DeChambeau the opportunity to earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. DeChambeau's goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. DeChambeau competition for his services for years, have depressed his earnings, and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. DeChambeau and his use of his media rights are causing him irreparable, financial and commercial harm that have denied him income and playing opportunities in the past and as long as the Regulations that give the Tour such purported control remain in place, Mr. DeChambeau will be financially and irreparably harmed.

225. The Tour's unlawful conduct has also denied Mr. DeChambeau the opportunity to play in PGL tournaments and to earn compensation he foreseeably would have received competing in PGL tournaments.

226. **Abraham Ancer.** On June 30, 2022, the Tour unlawfully suspended Mr. Ancer on an indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Ancer from playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has threatened to impose further disciplinary sanction on Mr. Ancer if he continues to play in LIV Golf events when he is not playing on the Tour.

227. Mr. Ancer's unlawful suspension from the PGA Tour has caused him irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are denying Mr. Ancer the right he has earned to play in events on the Tour, to earn compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied Mr. Ancer the chance to qualify for the 2023 Major Championships that he has not qualified for by

1 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ancer  
2 the strong chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of  
3 the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ancer the right to the platform  
4 and the public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Ancer  
5 the opportunity to hone and maintain his golf game by playing professional golf in the tournaments  
6 that he would choose to play. The Tour's suspension has denied Mr. Ancer access to play professional  
7 golf before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful  
8 conduct cost Plaintiff Ancer endorsement deals and sponsorships. Notably, the Tour is the only golf  
9 tour shown regularly on broadcast television in the United States, and it earns vastly more in  
10 sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct  
11 eliminated Plaintiff Ancer's opportunity to earn up to \$10 million annually in the Player Impact  
12 Program, a program that measures player impact by, among other things, calculating the player's  
13 Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's  
14 suspension has denied Mr. Ancer the opportunity to earn FedEx Cup rankings and OWGR rankings.  
15 The Tour's suspensions have denied Mr. Ancer the opportunity to earn deferred compensation pursuant  
16 to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he  
17 earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Ancer's  
18 goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and  
19 Media Rights Regulations have denied Mr. Ancer competition for his services for years, have depressed  
20 his earnings, and have decreased output of professional golf earning opportunities. The Tour's  
21 unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. Ancer and  
22 his use of his media rights are causing him irreparable, financial and commercial harm that have denied  
23 him income and playing opportunities in the past and as long as the Regulations that give the Tour such  
24 purported control remain in place, Mr. Ancer will be financially and irreparably harmed.

25       228. The Tour's unlawful conduct has also denied Mr. Ancer the opportunity to play in PGL  
26 tournaments and to earn compensation he foreseeably would have received competing in PGL  
27 tournaments.

28       229. **Carlos Ortiz.** On June 30, 2022, the Tour unlawfully suspended Mr. Ortiz on an

1 indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Ortiz  
2 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has  
3 threatened to impose further disciplinary sanction on Mr. Ortiz if he continues to play in LIV Golf  
4 events when he is not playing on the Tour.

5         230. Mr. Ortiz's unlawful suspension from the PGA Tour has caused him irreparable  
6 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are  
7 denying Mr. Ortiz the right he has earned to play in events on the Tour, to earn compensation playing  
8 on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied  
9 Mr. Ortiz the chance to qualify for the 2023 Major Championships that he has not qualified for by  
10 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ortiz  
11 the chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of the  
12 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ortiz the right to the platform and  
13 the public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Ortiz the  
14 opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he  
15 would choose to play. The Tour's suspension has denied Mr. Ortiz access to play professional golf  
16 before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct  
17 cost Plaintiff Ortiz endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown  
18 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,  
19 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated  
20 Plaintiff Ortiz's opportunity to earn up to \$10 million annually in the Player Impact Program, a program  
21 that measures player impact by, among other things, calculating the player's Nielsen score (how often  
22 a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr.  
23 Ortiz the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have  
24 denied Mr. Ortiz the opportunity to earn deferred compensation pursuant to the PGA Tour Player  
25 Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament  
26 cut he makes. The Tour's unlawful suspensions have damaged Mr. Ortiz's goodwill and caused him  
27 substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations  
28 have denied Mr. Ortiz competition for his services for years, have depressed his earnings, and have

1 decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events  
2 and Media Rights Regulations Tour's unlawful control of Mr. Ortiz and his use of his media rights are  
3 causing him irreparable, financial and commercial harm that have denied him income and playing  
4 opportunities in the past and as long as the Regulations that give the Tour such purported control remain  
5 in place, Mr. Ortiz will be financially and irreparably harmed.

6 231. The Tour's unlawful conduct has also denied Mr. Ortiz the opportunity to play in PGL  
7 tournaments and to earn compensation he foreseeably would have received competing in PGL  
8 tournaments.

9 232. **Ian Poulter.** On June 9, 2022, the Tour unlawfully suspended Mr. Poulter on an  
10 indefinite basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Jones  
11 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022,  
12 the Tour unlawfully extended Mr. Poulter's suspension through at least March 31, 2024. The PGA  
13 Tour has threatened to impose further disciplinary sanction on Mr. Poulter if he continues to play in  
14 LIV Golf events when he is not playing on the Tour.

15 233. Mr. Poulter's unlawful two-year suspension from the PGA Tour has caused him  
16 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful  
17 suspensions are denying Mr. Poulter the right he has earned to play in events on the Tour, to earn  
18 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's  
19 suspension has denied Mr. Poulter the opportunity to participate in events that would have permitted  
20 him the chance to qualify for the Tour in 2023. The Tour's suspension has denied Mr. Poulter the right  
21 to the platform and the public exposure provided by playing on the Tour. The Tour's suspension has  
22 denied Mr. Poulter the opportunity to hone and maintain his golf game by playing professional golf in  
23 the tournaments that he would choose to play. The Tour's suspension has denied Mr. Poulter access  
24 to play professional golf before his fans via live attendance and video broadcast of Tour events. The  
25 Tour's unlawful conduct cost Plaintiff Poulter endorsement deals and sponsorships. Notably, the Tour  
26 is the only golf tour shown regularly on broadcast television in the United States, and it earns vastly  
27 more in sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful  
28 conduct eliminated Plaintiff Poulter's opportunity to earn up to \$10 million annually in the Player

1 Impact Program, a program that measures player impact by, among other things, calculating the  
2 player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The  
3 Tour's suspension has denied Mr. Poulter the opportunity to earn FedEx Cup rankings and OWGR  
4 rankings. The Tour's suspensions have denied Mr. Poulter the opportunity to earn deferred  
5 compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of  
6 the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have  
7 damaged Mr. Poulter's goodwill and caused him substantial reputational harm. The Tour's unlawful  
8 Conflicting Events and Media Rights Regulations have denied Mr. Poulter competition for his services  
9 for years, have depressed his earnings, and have decreased output of professional golf earning  
10 opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful  
11 control of Mr. Poulter and his use of his media rights are causing him irreparable, financial and  
12 commercial harm that have denied him income and playing opportunities in the past and as long as the  
13 Regulations that give the Tour such purported control remain in place, Mr. Poulter will be financially  
14 and irreparably harmed.

15 234. The Tour's unlawful conduct has also denied Mr. Poulter the opportunity to play in PGL  
16 tournaments and to earn compensation he foreseeably would have received competing in PGL  
17 tournaments.

18 235. **Pat Perez.** On June 30, 2022, the Tour unlawfully suspended Mr. Perez on an indefinite  
19 basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Perez from  
20 playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has  
21 threatened to impose further disciplinary sanction on Mr. Perez if he continues to play in LIV Golf  
22 events when he is not playing on the Tour.

23 236. Mr. Perez's unlawful suspension from the PGA Tour has caused him irreparable  
24 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are  
25 denying Mr. Perez the right he has earned to play in events on the Tour, to earn compensation playing  
26 on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied  
27 Mr. Perez the opportunity to participate in events that would have permitted him the chance to qualify  
28 for the Tour in 2023. The Tour's suspension has denied Mr. Perez the right to the platform and the



public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Perez the opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he would choose to play. The Tour's suspension has denied Mr. Perez access to play professional golf before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff Perez endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States, and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated Plaintiff Perez's opportunity to earn up to \$10 million annually in the Player Impact Program, a program that measures player impact by, among other things, calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr. Perez the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have denied Mr. Perez the opportunity to earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Perez's goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. Perez competition for his services for years, have depressed his earnings, and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. Perez and his use of his media rights are causing him irreparable, financial and commercial harm that have denied him income and playing opportunities in the past and as long as the Regulations that give the Tour such purported control remain in place, Mr. Perez will be financially and irreparably harmed.

237. The Tour's unlawful conduct has also denied Mr. Perez the opportunity to play in PGL tournaments and to earn compensation he foreseeably would have received competing in PGL tournaments.

238. **Jason Kokrak.** On July 29, 2022, the Tour unlawfully suspended Mr. Kokrak on an indefinite basis from playing on the Tour. The PGA Tour has threatened to impose further disciplinary sanction on Mr. Kokrak.

239. Mr. Kokrak's unlawful indefinite suspension from the PGA Tour has caused him

1 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful  
2 suspensions are denying Mr. Kokrak the right he has earned to play in events on the Tour, to earn  
3 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's  
4 suspension has denied Mr. Kokrak the strong chance to qualify for the 2023 Major Championships by  
5 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Kokrak  
6 the right to the platform and the public exposure provided by playing on the Tour. The Tour's  
7 suspension has denied Mr. Kokrak the opportunity to hone and maintain his golf game by playing  
8 professional golf in the tournaments that he would choose to play. The Tour's suspension has denied  
9 Mr. Kokrak access to play professional golf before his fans via live attendance and video broadcast of  
10 Tour events. The Tour's unlawful conduct cost Plaintiff Kokrak endorsement deals and sponsorships.  
11 Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States,  
12 and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.  
13 The Tour's unlawful conduct eliminated Plaintiff Kokrak's opportunity to earn up to \$10 million  
14 annually in the Player Impact Program, a program that measures player impact by, among other things,  
15 calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament  
16 broadcasts). The Tour's suspension has denied Mr. Kokrak the opportunity to earn FedEx Cup  
17 rankings and OWGR rankings. The Tour's suspensions have denied Mr. Kokrak the opportunity to  
18 earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a  
19 member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful  
20 suspensions have damaged Mr. Kokrak's goodwill and caused him substantial reputational harm. The  
21 Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. Kokrak  
22 competition for his services for years, have depressed his earnings, and have decreased output of  
23 professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights  
24 Regulations Tour's unlawful control of Mr. Kokrak and his use of his media rights are causing him  
25 irreparable, financial and commercial harm that have denied him income and playing opportunities in  
26 the past and as long as the Regulations that give the Tour such purported control remain in place, Mr.  
27 Kokrak will be financially and irreparably harmed.

28         240. The Tour's unlawful conduct has also denied Mr. Kokrak the opportunity to play in

1 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL  
2 tournaments.

3 241. **Peter Uihlein.** On June 9, 2022, the Tour unlawfully suspended Mr. Uihlein on an  
4 indefinite basis from playing on the Tour, the Korn Ferry Tour and any affiliated tours. On June 30,  
5 2022, the Tour unlawfully suspended Mr. Uihlein from playing on the Tour, the Korn Ferry Tour, (or  
6 any affiliated tours) through at least March 31, 2023. On July 23, 2022, the Tour unlawfully extended  
7 Mr. Uihlein's suspension through at least March 31, 2024. The PGA Tour has threatened to impose  
8 further disciplinary sanction on Mr. Uihlein if he continues to play in LIV Golf events when he is not  
9 playing on the Tour or the Korn Ferry Tour.

10 242. Mr. Uihlein's unlawful two-year suspension from the PGA Tour and its affiliated tours,  
11 including but not limited to the Korn Ferry Tour, has caused him irreparable professional harm, as well  
12 as financial, and commercial harm. The Tour's unlawful suspensions are denying Mr. Uihlein the right  
13 he has earned to play in events on the Korn Ferry Tour, to earn compensation playing on the Korn  
14 Ferry Tour, and to have the opportunities that come with such play. The Tour's suspension has denied  
15 Mr. Uihlein the opportunity to hone and maintain his golf game by playing professional golf in the  
16 tournaments that he would choose to play. The Tour's unlawful suspensions are denying Mr. Uihlein  
17 to the right he has earned to participate in the Korn Ferry Tour Championship Series finals (three  
18 events) to have a chance to earn a PGA Tour card for the 2022-2023 season. If Mr. Uihlein is prohibited  
19 from playing that series then he will have no other way to qualify for the PGA Tour next season. The  
20 Tour's suspension has denied Mr. Uihlein the right to the platform and the public exposure provided  
21 by playing on the Korn Ferry Tour (and possibly the Tour). The Tour's suspension has denied Mr.  
22 Uihlein access to play professional golf before his fans via live attendance and video broadcast of Korn  
23 Ferry Tour events (and possibly the Tour events). The Tour's suspension has denied Mr. Uihlein the  
24 opportunity to earn Korn Ferry season rankings (and possibly FedEx Cup rankings next season).and  
25 OWGR rankings. The Tour's unlawful suspensions have damaged Mr. Uihlein's goodwill and caused  
26 him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights  
27 Regulations, which apply to Korn Ferry Tour members just as they apply to Tour member, have denied  
28 Mr. Uihlein competition for his services for years, have depressed his earnings, and have decreased

1 output of professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media  
2 Rights Regulations Tour's unlawful control of Mr. Uihlein and his use of his media rights are causing  
3 him irreparable, financial and commercial harm that have denied him income and playing opportunities  
4 in the past and as long as the Regulations that give the Tour such purported control remain in place,  
5 Mr. Uihlein will be financially and irreparably harmed.

6 243. The Tour's unlawful conduct has also denied Mr. Uihlein the opportunity to play in  
7 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL  
8 tournaments.

9 **Tour Threatens Small Businesses and Vendors To Boycott LIV Golf**

10 244. As part of its efforts to foreclose competition from LIV Golf and to foreclose  
11 competition for Plaintiffs' services, the Tour has also threatened companies and individuals in the golf  
12 and sports production industry that they will be blackballed from working with the Tour if they work  
13 with LIV Golf.

14 245. In January 2022, LIV Golf was negotiating with a tent vendor, Arena Americas, about  
15 providing tents for LIV Golf events. Arena Americas indicated that it was interested in working with  
16 LIV Golf, and LIV Golf engaged Arena Americas for its LIV Golf Invitational Series. However, Arena  
17 Americas subsequently informed LIV Golf that it could not work with LIV Golf because the Tour had  
18 told Arena Americas that it would cease doing business with Arena Americas if it worked with LIV  
19 Golf.

20 246. LIV Golf had contracted with a golf scoring technology company, R2 Innovative  
21 Technologies, to provide live scoring during LIV Golf events for fans watching and following along  
22 on the Internet. On March 23, 2022, LIV Golf received an email from R2 Innovative Technologies  
23 that it needed to rescind the contract with LIV Golf due to a business issue and needed to discuss the  
24 issue with its attorney. R2 Innovative Technologies later represented to LIV Golf that representatives  
25 from the PGA Tour had threatened R2 Innovative Technologies that the Tour would cease doing  
26 business with it if it provided LIV Golf with support. R2 Innovative Technologies also told LIV Golf  
27 that the PGA Tour has a "blacklist" for any vendor that works with LIV Golf. A Tour representative  
28 called R2 Innovative Technologies and threatened to blacklist them if they worked with LIV Golf.

1           247. LIV Golf was in negotiation with Top Tracer to license its shot-tracing technology for  
2 use during LIV Golf broadcasts. The Chief Executive Officer of Top Tracer was engaged with LIV  
3 Golf on multiple calls, expressed major interest in providing LIV Golf with a license to Top Tracer  
4 technology and developing a broader relationship to deploy and develop innovative products.  
5 Suddenly, however, Top Tracer ceased communication with LIV Golf. After a period of radio silence,  
6 Top Tracer informed LIV Golf that it would not be putting itself up for the potential business with LIV  
7 Golf.

8           248. LIV Golf was in negotiation with Levelwear athletic apparel for LIV Golf volunteer  
9 apparel for LIV Golf Invitational Series event staffing. On March 25, 2022, Levelwear informed LIV  
10 that it would not sell LIV Golf any apparel because it did not want to jeopardize its relationship with  
11 the Tour.

12           249. LIV Golf reached out to numerous producer candidates, many of whom are independent  
13 contractors, who have communicated to LIV Golf that NBC and Golf Channel personnel have informed  
14 all producers that they will not be hired or renewed for any work with NBC or Golf Channel moving  
15 forward if they work with LIV Golf.

16           250. Senior programming executives at CBS revealed to LIV Golf that they cannot touch  
17 LIV Golf even for consideration due to its relationship with the PGA Tour.

18           251. LIV Golf tried to retain the Endeavor Company, which includes IMG, IMG Arena, IMG  
19 Media and WME, and despite interest in working with LIV Golf, they have told LIV Golf they cannot  
20 work with it because Tour Commissioner Monahan has impressed upon Ari Emmanuel (Endeavor  
21 CEO) and Mark Shapiro (Endeavor President) that Endeavor cannot work with LIV Golf.

22           252. Other vendors, like Intersport (event management company) and Aggreko  
23 (Power/HVAC) engaged with LIV Golf but backed out without explanation, likely indicating that they  
24 were subjected to pressure from the PGA Tour similar to that expressed by other third-party vendors.

25           253. LIV Golf negotiated with Provision Events, an event management company. On  
26 February 15, 2020 Provision Events told LIV Golf, “we feel like we can provide exactly what you need  
27 and our ambition would be to become your activation partner.” Provision Events and LIV Golf  
28 corresponded regarding scope and arranged for a meeting to occur in March 2022. On March 10, 2022,

1 Provision Events emailed LIV Golf and informed LIV Golf without explanation that it could no longer  
2 work with LIV Golf.

3 254. To supply drug testing procedures for the competing athletes, LIV Golf contacted Drug  
4 Free Sport. A Drug Free Sport representative informed LIV Golf that it would have to take the prospect  
5 of doing business with LIV Golf to his boss because of Drug Free Sport's involvement with the Tour,  
6 but stated that "we do business with other organizations, not sure why this would be any different."  
7 After checking with the "boss," the Drug Free Sport representative responded to LIV Golf, "I've spoken  
8 to our CEO and given current headwinds in our space, we won't be able to engage at this time."

9 255. LIV Golf tried to negotiate with a golf shot technology company, Hawk Eye. Chris  
10 Wary of Hawk Eye emailed LIV Golf that "[u]pon careful consideration and following internal  
11 discussions, regrettably, at this point in time, we are not in a position to proceed any further with the  
12 potential delivery of these technologies due to conflict of interest with our existing relationships." The  
13 Tour is a Hawk Eye client.

14 256. LIV Golf tried to schedule events at a premier golf course, Sentosa Golf Club. Bob  
15 Tan, Chairman of Sentosa Golf Club, informed LIV Golf that Dominic Wall of the R&A called him  
16 and informed him that Sentosa Golf Club would be excluded and shunned by the rest of the world of  
17 golf if it worked with LIV Golf.

18 257. LIV Golf tried to engage Ticketmaster for ticketing at its events. Ticketmaster was  
19 prepared to work with LIV Golf until Ticketmaster pulled out of helping LIV Golf with ticket sales in  
20 response to pressure from the PGA Tour.

21 258. LIV Golf tried to engage Pro Secrets, a yardage book company. Michael Etherington  
22 of Pro Secrets informed LIV Golf that the PGA Tour had asked Pro Secrets to not work with LIV Golf.

23 259. LIV Golf tried to engage a company known as Cueto to provide software for organizing  
24 event volunteers. Cueto was prepared to work with LIV Golf until Cueto informed LIV Golf that it  
25 cannot work with LIV Golf "because of the threat it received from the PGA Tour."

26 260. LIV Golf tried to order custom hats through American Needle hat company, and  
27 American needle informed LIV Golf that it does not want to do business with LIV Golf because of its  
28 relationship with the PGA Tour and Augusta National.

261. LIV Golf tried to enter into a business relationship with Dick's Sporting Goods. In response, Dick's Sporting Goods informed LIV Golf that "[g]iven our relationship with the PGA Tour and our Tournament [PGA Tour Champions tournament], [] [Dick's Sporting Goods representatives] agree it's best to pass right now."

262. The PGA Tour threatened numerous golf courses with adverse consequences if they hosted LIV Golf events. LIV Golf secured commitments from pristine high level courses, but the PGA Tour and the R&A retaliated against the owners of the venues with which LIV Golf contracted. The R&A punished one golf course owner by adopting a policy that it would not host The Open at his course in the future because he is giving LIV Golf "a platform," and as the R&A is "firmly on the side of the traditional Tours [PGA Tour and European Tour]." The Tour informed the same golf course owner that it would never work with the Tour again because it had worked with LIV Golf.

263. In July 2022, LIV Golf's branding team, Czarnowski, terminated its relationship with LIV Golf due to pressure from the PGA Tour.

264. The Tour threatened sponsors that they would lose opportunities to partner with the Tour if they worked with LIV Golf.

### **Relevant Market and the PGA Tour's Monopoly Position**

265. The PGA Tour is a monopsonist in the national market for the services of professional golfers for elite golf events.

266. The relevant product market is the services of professional golfers for elite golf events. A hypothetical monopsonist in this product market would have the power to suppress compensation for golfers substantially below competitive levels for a sustained period of time, because professional golfers who sell their services for elite golf events have no reasonable substitute to which they could plausibly turn in the event of a suppression of compensation below competitive levels. For example, non-elite golf events do not offer the level of purse sizes, Major qualifying opportunities, public platforms, sponsorship opportunities, OWGR ranking opportunities, or the other attributes of elite events that would make them viable options for professional golfers in the event that a hypothetical monopsonist controlled the market for the purchase of services of elite golf events. This is demonstrated in the evidence surrounding the PGA Tour, which has been able to impose sub-



1 competitive compensation for elite golf events without losing a meaningful number of golfers to  
2 another type of sport or event.

3 267. The relevant geographic market for the product market is national; in the alternative,  
4 the market for each product is global in scope. A hypothetical monopsonist in the purchase of services  
5 of professional golfers for elite events in the United States would have the power to suppress  
6 compensation for golfers substantially below competitive levels for a sustained period of time, because  
7 professional golfers would be unlikely to leave the country to pursue their profession in sufficient  
8 numbers to make sub-competitive compensation unprofitable for a hypothetical monopsonist in the  
9 United States. This is also demonstrated in the evidence surrounding the PGA Tour, which has been  
10 able to impose sub-competitive compensation for its elite golf events in the United States without losing  
11 a meaningful number of golfers to golf tours in other countries. In the alternative, the relevant  
12 geographic market is global. Under either formulation, the Tour has unquestioned monopsony power.

13 268. Until LIV Golf's nascent entry, the Tour was the only viable buyer of professional golfer  
14 services in the relevant market for the purchase of services of professional golfers for elite golf events  
15 because there is no reasonable substitute for playing on the Tour. The European Tour's participation  
16 in the market is limited to events it co-sanctions with the Tour and thus, while it could be a purchaser  
17 of services of professional golfers for elite events in the United States, it has entered into an agreement  
18 with the Tour to not even try to compete with it. And, in the alternative global market, the European  
19 Tour is not a viable alternative to the Tour because it cannot compete with the Tour on purse size,  
20 Major qualifying opportunities, OWGR rankings, public platforms, sponsorship opportunities and  
21 other benefits, and, regardless, it has entered into an agreement not to compete with the Tour.

22 269. Until LIV Golf's nascent entry, the Tour offered earnings opportunities for professional  
23 golfers that are many times greater than any other tour in the world through far greater prize pools and  
24 opportunities to secure sponsorships. The Tour offers far greater opportunities for recognition and  
25 exposure, on-course competition, and opportunity to accrue OWGR points than any other tour in the  
26 world. Until LIV Golf's nascent entry, virtually every golfer who qualifies for membership on the  
27 PGA Tour joined it. Until LIV Golf's nascent entry, all of the top 50 golfers in the world were members  
28 of the PGA Tour.

1           270. The Tour’s monopsony control of the purchase of services of professional golfers for  
2 elite golf events allows it to compensate players at substantially lower levels than professional golfers  
3 would earn in a competitive market, without risk of losing players to other promoters.

4           271. The Tour has used its monopsony power to impose anticompetitive regulations, notably  
5 the Media Rights and Conflicting Events Regulations, which it forces on all of its Members and which  
6 have the intent and effect of excluding competition.

7           272. Until LIV Golf’s nascent entry, the Tour’s share of the relevant market was 100 percent,  
8 as all of the elite professional golfers in the United States (and the world) were members of the Tour.  
9 Even after LIV Golf’s entry—which the Tour’s Commissioner has characterized as “irrational”—the  
10 Tour’s share of the relevant market is dominant, as measured by the Tour’s share of purchases in the  
11 services market for elite professional golf events. Indeed, all of the top golfers in the world, other than  
12 those whom the Tour suspended, are locked into the PGA Tour. The Tour’s monopsony power is also  
13 reflected in the bonus pool, increased purses, new marquee high-purse events that the Tour established  
14 in response to the threat of entry by LIV Golf. The bonus pool and increased purses are direct evidence  
15 of the Tour’s monopsony power, as the Tour significantly raised its prices in response to LIV Golf’s  
16 competitive entry. This evidence also shows that compensation for professional golfers for elite events  
17 would be significantly greater in a competitive labor market.

18           273. The Tour excludes competition for independent contractor players to sell their services  
19 to others and manage their own name, image, and likeness because the Tour uses its market power to  
20 prohibit them from doing so. The Tour’s Media Rights and Conflicting Events Regulations prevent  
21 competitors from acquiring the services of Tour members. And even when a rival is able to get Tour  
22 members to play in its events, the Media Rights Regulation excludes competition because it prevents  
23 the competing event from securing broadcast partners for its events. That the Tour is able to require  
24 Plaintiffs and the Tour’s other members to agree to these rules without guaranteed compensation for  
25 doing so is powerful evidence of the Tour’s monopsony power.

26           274. The Majors are not substitutes for the PGA Tour in the market for services of elite  
27 professional golfers. The Tour schedules its tournaments around the Majors and most qualifying  
28 opportunities for the Majors are derived from the players’ play in the Tour.

### Barriers To Entry To The Relevant Market

275. The Tour's monopsony power in the market for the services of professional golfers for elite golf events is protected by high barriers to entry. To enter this market, a competing elite professional golf promoter needs to raise hundreds of millions of dollars in capital, recruit a sufficient number of elite professional golfers to comprise a credible competing tour, arrange venues and tournaments, arrange for television coverage of tournaments, recruit sponsors and advertisers, and overcome the Tour's antitrust violations. It also needs to offer OWGR ranking points.

276. As the facts giving rise to this litigation attest, the Tour's Media Rights and Conflicting Events Regulations restrict a competitor's ability to contract for the services of professional golfers for elite golf events. Despite offering far greater prize money, and guaranteed compensation for participating players, LIV Golf was only able to attract a minority of elite golf professionals and had to pay excessively higher guaranteed payments to recruit a number of marquee players than would be required in a competitive market.

277. The Tour's threats to Plaintiffs, its members, agencies, small businesses, and others, and the threats of those acting in concert with it, erect an additional and substantial barrier to entry. Any entity looking to enter the market relevant to this litigation now knows what it will face. As Commissioner Monahan put it, the Tour will impose costs on any potential entrant such that there will be "no possibility of a return" on the enormous investment it would take to attempt to enter the market.

278. The last prospective entrant before LIV Golf to garner any meaningful support from players was the World Golf Tour in the mid-1990s. The Tour's Media Rights and Conflicting Events Regulations precluded its entry in short order. After the World Golf Tour folded, there was no meaningful threat of competitive entry for roughly a quarter-century. If the Tour's naked exercise of its market power renders LIV Golf unable to sustain its efforts to enter the market, it would be unreasonable to expect any attempt at competitive entry for the foreseeable future.

279. LIV Golf was able and prepared to enter the market before the anticompetitive conduct of the Tour diminished its entry to what Commissioner Monahan dismissed as "exhibition matches" that were acquired with a cost structure that offered "no possibility of a return." LIV Golf is as serious a nascent entrant as the PGA Tour has ever encountered. If LIV Golf fails, there will be no alternatives

1 for the participants in elite professional golf events, fans, and sponsors of the game. They will be left  
2 with whatever the Tour chooses to offer.

3 280. Absent the Tour's anticompetitive conduct, LIV Golf would be an established and  
4 healthy competitor to the Tour in the market for the services of professional golfers for elite golf events.  
5 The Tour recognizes that LIV Golf "would be competitive to the PGA Tour." It denied LIV Golf  
6 access to Plaintiffs' and its other members' services because it viewed LIV Golf as a competitor.

7 281. Plaintiffs, other professional golfers and Tour members are participants in the restrained  
8 market because they sell their services to the PGA Tour and are thus subject to its monopsony power.  
9 In addition, the Plaintiffs, other professional golfers, and Tour members are the target of the Tour's  
10 anticompetitive scheme to destroy LIV Golf and monopolize the market.

### 11 **Anticompetitive Effects of the Tour's Conduct, Antitrust Injury, and Irreparable Harm**

12 282. The Tour's conduct, including (1) unreasonably restrictive regulations, (2) threats of  
13 and now imposition of career-threatening bans, (3) suspensions of Plaintiffs and other members who  
14 played at LIV Golf events, (4) the promise it will visit the "same fate" on any member who follows  
15 their example, and (5) its exclusionary group boycott with other golfing bodies in the "ecosystem," all  
16 serve no purpose other than to thwart competitive entry and preserve the Tour's entrenched monopoly  
17 power. Faced with punishments of this nature, which could cause incalculable damage to players'  
18 careers, Plaintiffs have been denied their right as independent contractors to sell their services to buyers  
19 other than the PGA Tour. And they have been directly and irreparably harmed by being prevented  
20 from participating in events in which they have already qualified, including the FedEx Cup Playoffs.  
21 Many other players are effectively prevented from playing in LIV Golf events due to fear of punishment  
22 from the PGA Tour.

23 283. As a result, the fields LIV Golf has been able to attract are weaker than would have been  
24 the case in the absence of the punishments from the PGA Tour, because many golfers are simply  
25 unwilling to take on the risks of playing in even a single LIV Golf event. This threatens irreparable  
26 harm to the Plaintiffs because it threatens to permanently entrench the PGA Tour's monopsony power.

27 284. The punishments from the PGA Tour and others have forced LIV Golf to concentrate  
28 funds towards increasing upfront payments, which has caused LIV Golf to scale down its entry plans

1 and offer fewer tournaments in 2022.

2 285. It is Plaintiffs' understanding that while LIV Golf has the financial resources to make  
3 initial cash outlays to launch its product, the ongoing cash outlays significantly impact long-term  
4 viability of LIV Golf.

5 286. The risk that LIV Golf could be driven out of the marketplace only serves to make it  
6 more difficult for Plaintiffs to overcome the threat of punishments from the PGA Tour. It has been  
7 suggested that the actions of the PGA Tour and others have simply presented Plaintiffs with a  
8 "choice"—stay within the existing "*ecosystem*" or choose to switch to the LIV Golf series. But this is  
9 a false choice for several reasons.

10 287. As Commissioner Monahan admitted in his 2020 Memorandum, the Tour's Media  
11 Rights and Conflicting Events Regulations are intended to restrict its member players from offering  
12 their services to others. The Tour's amendments of its Regulations and the procedures for members  
13 being released from them underscore the obvious: the Tour uses these provisions to create a roadblock  
14 to competition. The Conflicting Events and Media Rights Regulation serve no legitimate business  
15 purpose.

16 288. The Tour's unlawful conduct has depressed professional golfer wages, denied Plaintiffs  
17 labor mobility, blunted the effective entry of the potential entrants into the market that could challenge  
18 the Tour's monopoly, decreased the output of elite professional golf events and tours, decreased  
19 opportunities for broadcast of elite professional golf, decreased opportunities for advertising and  
20 sponsoring surrounding professional golf, decreased output of elite professional golf entertainment for  
21 fans, and diluted LIV Golf's opportunity to compete in the elite professional golf marketplace.

22 289. The Tour's punishments have deprived Plaintiffs' opportunities to continue playing on  
23 the Tour, earning deserved compensation, earning opportunities into Majors, sponsorship relationships  
24 and revenue, and future opportunities to play and earn on the Tour. The Tour's punishments have also  
25 caused irreparable harm to Plaintiffs' goodwill, reputation, and brand. The Tour has denied Player  
26 Plaintiff Gooch, Swafford and Jones entry into the FedEx Cup Playoffs, which they have earned  
27 through their performance.

28 290. LIV Golf sought to secure commitments from players by March 2022 to establish its

1 League for the summer 2022. The Tour's anticompetitive conduct caused top professional golfers not  
2 to sign up. The Tour's conduct denied Plaintiffs and other Tour members compensation they would  
3 earned from the LIV Golf League. Its anticompetitive conduct diminished competition, reduced  
4 marketwide output, and put LIV Golf League on the shelf for 2022 .

5 291. Moreover, the Tour's threats of possible punishment for violating its Regulations and  
6 its actual punishments have caused even further foreclosure and have caused LIV Golf to employ a  
7 cost structure that significantly impacts its long-term viability.

8 292. The Tour's Regulations, unilateral and coordinated threats of lifetime bans, and  
9 imposition of career-threatening punishment have scared off the large majority of elite professional  
10 golfers and other participants in elite professional golf events and have caused LIV Golf to employ a  
11 cost structure that significantly impacts its long-term viability.

12 293. The Tour's conduct has substantially diminished and impaired the entry of the  
13 promoters that could meaningfully threaten the PGA Tour's monopoly, which has stood unchallenged  
14 for decades. Its conduct has denied LIV Golf the opportunity to pursue its innovative business model  
15 in 2022. Its conduct decreased elite professional golf tournaments in 2022 and 2023 as LIV Golf was  
16 required to change its model and allocate further capital to try to overcome the Tour's Regulations and  
17 threats.

18 294. The Tour's conduct has harmed Plaintiffs as they have been suspended from what the  
19 Tour calls the "preeminent" golf association in the world for exercising their right as independent  
20 contractors to pursue their livelihood, sell their services to buyers other than the incumbent monopolist,  
21 and expand their sponsorship opportunities.

22 295. The Tour's conduct has also harmed Plaintiffs as they have lost sponsorship  
23 opportunities and other business opportunities as a result of the Tour's pressure on sponsors and other  
24 entities with which the Plaintiffs do business.

25 296. If the Tour's unlawful conduct is not enjoined, the harm to Plaintiffs will be permanent  
26 and irreparable. While LIV Golf has partially entered the market at great expense, it has done so on  
27 terms that the Tour recognizes are "irrational." For competition for Plaintiffs' services, the Tour's  
28 Regulations frustrating the labor mobility of its members and tying up their media rights must be

enjoined.

297. If the Tour can force LIV Golf out of the relevant market, the Tour's monopsony will be cemented for many years to come, and immune to even attempted entry. Injunctive relief is necessary to restore competition for Tour members' services and to innovate the game that the Tour, only in theory, promises to support. All of the equities and the public interest support such relief. Otherwise, the harm to competition will be irreversible and permanent.

### CLAIMS FOR RELIEF

#### **COUNT I: Unlawful Monopsonization of the market for ELITE GOLF EVENT SERVICES in Violation of Sherman Act § 2 (15 U.S.C. § 2)**

298. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though fully set forth in this Count I.

299. At all relevant times, the Tour has had monopsony power over the market for the services of professional golfers for elite golf events in the United States (or, alternatively, in the world).

300. The Tour has willfully maintained and abused its monopsony power through anticompetitive conduct, including, among other things, by: (1) threatening to expel and impose a lifetime ban on all players who contract with LIV Golf; (2) imposing unreasonable and anticompetitive restrictions on players' ability to sell their independent contractor services, including the Media Rights Regulation and Conflicting Events Regulation in the Regulations, which have the effect of foreclosing competition; (3) threatening to enforce the terms of the Regulations beyond their meaning to deny players the freedom to play in competing tours; (4) enforcing the terms of the Regulations to deny Plaintiffs' competitive opportunities; (5) threatening to harm other agencies, businesses or individuals who would otherwise work with Plaintiffs and/or LIV Golf; and (6) suspending and punishing Plaintiffs for playing in LIV Golf and supporting it, all in order to punish and harm Plaintiffs, to prevent competition for their services, and to prevent LIV Golf from launching a competitive elite professional golf tour.

301. The anticompetitive actions of the PGA Tour do not further any procompetitive goals and are not reasonably necessary to achieve any legitimate procompetitive benefits.

302. The PGA Tour's exclusionary conduct has unreasonably restrained competition in the



1 market for services of professional golfers for elite golf events by:

- 2 • Preventing vigorous competition for elite professional golfer services;
- 3 • Suspending Plaintiffs for playing professional golf;
- 4 • Preventing LIV Golf from contracting with agencies, vendors, sponsors, advertisers
- 5 and players needed to offer an elite professional golf entertainment product;
- 6 • Impacting competition in contracting for the services of elite professional golfers;
- 7 • Depressing compensation for the services of elite professional golfers below
- 8 competitive levels;
- 9 • Decreasing the output of elite professional golfer services opportunities;
- 10 • Denying Plaintiffs the right to have free agency for their independent contractor
- 11 services;
- 12 • Interfering with Plaintiffs' and others' contractual negotiations with LIV Golf;
- 13 • Interfering with LIV Golf's contractual negotiations with agencies, sponsors,
- 14 venues, vendors, broadcasters, and partners to work with LIV Golf; and
- 15 • Preventing LIV Golf from promoting elite professional golf to fans.

16 303. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will  
 17 continue to be harmed in their business or property; competition in the relevant market will be harmed;  
 18 the PGA Tour will unlawfully maintain its monopoly position; and players, consumers, and other  
 19 stakeholders will be harmed.

20 304. Plaintiffs have been and will continue to be irreparably harmed by the PGA Tour's  
 21 unlawful conduct such that Plaintiffs need expedited injunctive relief in order to stop immediately the  
 22 PGA Tour's threats and imposition of onerous punishments on professional athletes to thwart LIV  
 23 Golf's entry and maintain the PGA Tour's monopoly and an order enjoining enforcement of the PGA  
 24 Tour's anticompetitive Regulations.

25 305. The PGA Tour's anticompetitive acts violate Section 2 of the Sherman Act.

26 306. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit,  
 27 reasonable attorney's fees, and interest pursuant to 15 U.S.C. §§ 15(a), 26 and any other relief this  
 28 Court deems just and proper under Count I.

**Count II: Unlawful Restraint of Trade in Violation of Sherman Act § 1 (15 U.S.C. § 1)**  
**[Group Boycott]**

307. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though fully set forth in this Count II.

308. The PGA Tour has unlawfully reached an agreement, with the purpose to eliminate competition, with the European Tour (and possibly others) to not compete for players' services and to prevent the entry of LIV Golf into the market for the services of professional golfers for elite golf events. Specifically, the PGA Tour and the European Tour have agreed to engage in a group boycott of LIV Golf, other potential competitors, golfers (like Plaintiffs) who agree to play in LIV Golf's league, and any other person or entity who seeks to partner with LIV Golf, to harm competition for the services of professional golfers for elite golf events.

309. The actions of the Tour and the European Tour make clear that they had a conscious commitment to a common scheme: to prevent the entry of new competitors into the market. The unlawful agreement is evidenced by the actions and statements of the Tour and the European Tour, as set forth in this Complaint, including:

- The Tour admitted the existence of an unlawful agreement with the European Tour. In his Monopoly Manifesto describing the PGA Tour's plan to foreclose new entry, Commissioner Monahan explained that this alliance with the European Tour was aimed at removing the European Tour as a potential partner for a new entrant: "We have continued discussions with the European Tour about the potential to work more closely together, thereby removing the European Tour as a potential partner of" a new entrant;
- As Mr. Pelley detailed, in November 2020 the European Tour and the PGA Tour ceased competing with each other for players' services, and instead formed an illegal alliance to eliminate new competition for players' services;
- Following the agreement, in November 2020, the European Tour announced it would not partner with PGL;
- Pursuant to its illegal alliance, the European Tour agreed not to partner with LIV

Golf despite recognizing the “fit and appeal” of partnering with LIV Golf because the European Tour had contracted with the Tour and could not upset the “US PGA mighty power;”

- The Tour and the European Tour then took steps in furtherance of their scheme, including threatening all players with lifetime bans if they competed in the PGL and, later, LIV Golf, tournaments; and
- In addition, the Tour and European Tour agreed to suspend players who competed in LIV Golf tournaments.

310. The Tour used its Regulations to implement the unlawful agreement and achieve the anticompetitive purpose of the agreement, harming Plaintiffs and competition.

311. After the agreement was reached, the Tour enforced its unlawful Regulations and proceeded to suspend Plaintiffs for violating the Regulations. Further evidencing the agreement that was in fact reached, the Tour enforced the Regulations in a way that they had not been enforced previously. Historically, the Tour permitted members to associate with multiple tours simultaneously and routinely granted releases for golfers to compete in non-Tour affiliated tournaments. In contrast, the Tour denied all releases for LIV Golf events and imposed effective career-ending suspensions on Plaintiffs. The Tour made clear its enforcement of these Regulations is intended to destroy the entry of LIV Golf, harming the Plaintiffs and competition as a whole in the process. Likewise, as detailed in this Complaint, the European Tour has departed from its longstanding practices regarding conflicting events to align with the Tour in furtherance of their agreement to act jointly to exclude LIV Golf and punish the Plaintiffs and other golfers who play in LIV Golf events.

312. Professional golfers (including Plaintiffs) are essential to the Tour’s scheme to eliminate competition in the market. As Commissioner Monahan admitted: “The impact that [the new league] could have on the PGA TOUR is dependent on the level of support it may receive from these players. Without this support, [the new league’s] ability to attract media and corporate partners will be significantly marginalized and its impact on the TOUR diminished.”

313. Plaintiffs are the pawns (and targets) used to effectuate the group boycott and eliminate competition in the market for the services of professional golfers for elite golf events; the Plaintiffs’

suspensions are a necessary means to accomplish the Tour's anticompetitive scheme.

314. The agreements constitute unreasonable restraints of trade that are per se illegal under Section 1 of the Sherman Act, 15 U.S.C. § 1. The agreement constitutes a group boycott orchestrated by a monopolist that is expressly aimed at foreclosing the entry of the only viable alternative to the Tour into the relevant market. No elaborate analysis is required to demonstrate the anticompetitive character of this group boycott.

315. The agreements are also unreasonable restraints of trade that are unlawful under Section 1 of the Sherman Act, 15 U.S.C. § 1, under the rule of reason analytical framework. The principal tendency of the agreement is to restrain competition, reinforce the market power of the PGA Tour, defeat the nascent entry of LIV Golf, and eliminate competition in the relevant market. This harmed Plaintiffs and other professional golfers by eliminating competition in the market for their services and also restricted competition in the market generally. The agreement between the Tour and the European Tour to lock arms in a joint effort to foreclose competitive entry lacks any legitimate procompetitive justifications.

316. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will continue to be harmed in their business or property; competition in the relevant market will be harmed; the PGA Tour will unlawfully maintain its monopoly position; and Plaintiffs, LIV Golf, consumers, and other stakeholders will be harmed.

317. Plaintiffs have been and will continue to be irreparably harmed by the PGA Tour's unlawful conduct such that Plaintiffs need expedited injunctive relief in order to stop the PGA Tour's unlawful conduct.

318. The PGA Tour's anticompetitive acts violate Section 1 of the Sherman Act.

319. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit, reasonable attorney's fees, and interest pursuant to 15 U.S.C. §§ 15(a) and 26, and any other relief this Court deems just and proper under Count II.

**Count III: Unlawful Agreement to Restrain Trade in Violation of the Cartwright Act (Cal. Bus. & Prof. Code §§ 16720(a), 16726) [Group Boycott]**

320. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though

1 fully set forth in this Count III.

2 321. The PGA Tour has unlawfully agreed with the European Tour (and potentially others)  
3 “[t]o create or carry out restrictions in trade or commerce.” Cal. Bus. & Prof. Code §§ 16720(a), 16726.  
4 Moreover, the Tour’s violation of Section 1 of the Sherman Act necessarily constitutes a violation of  
5 the Cartwright Act.

6 322. The Tour operates six annual tournaments in the state of California, owns golf courses  
7 in California, committed multiple acts in furtherance of its unlawful group boycott in California, co-  
8 hosted a tournament with the European Tour in California from which it banned any golfers who  
9 participated in a LIV Golf event, harmed California resident golfers (including Plaintiff Mickelson),  
10 and harmed competition for professional golfers’ services for elite events in California. Moreover, the  
11 law and public policy of other affected states is materially similar to the law of California.

12 323. The Tour has unlawfully agreed with the European Tour to not compete for players’  
13 services and to act jointly to prevent the entry of LIV Golf into the market for the services of  
14 professional golfers for elite golf events. Specifically, the PGA Tour and the European Tour agreed to  
15 boycott LIV Golf, players who work with LIV Golf, and any other person or entity that seeks to partner  
16 with LIV Golf. The Tour entered an agreement with the European Tour so as to—as Commissioner  
17 Monahan vowed—“remov[e] the European Tour as a potential partner” of a new entrant like LIV Golf.

18 324. The PGA Tour and the European Tour have taken acts in furtherance of their unlawful  
19 boycott. For instance, the European Tour has agreed to suspend and punish golfers for playing in LIV  
20 Golf, to no longer compete with the PGA Tour for players’ services, and to not partner with LIV Golf  
21 or other potential entrants. The two tours have unlawfully agreed to deny (and taken steps to deny)  
22 golfers who play in LIV Golf events the opportunity to play in the tours’ co-sanctioned events  
23 (including the event they co-sanctioned in California), and to unfairly punish independent contractors  
24 for playing with a competitor promoter.

25 325. The Tour’s agreement with the European Tour has the illegal purpose to eliminate a  
26 competitor and future potential entrants. In particular, the Tour seeks to deny LIV Golf access to the  
27 services of professional golfers for elite golf events along with the other partners and inputs necessary  
28 to compete for the services of professional golfers for elite golf events. The two tours have also

1 unlawfully agreed to not compete for players' services in order to suppress wages and decrease output  
2 of opportunities.

3 326. The tours' agreement constitutes an unreasonable restraint of trade that is per se illegal  
4 under California Business and Professions Code §§ 16720(a), 16726. The agreement constitutes a  
5 group boycott orchestrated by a monopolist that is expressly aimed at foreclosing the entry of the only  
6 viable alternative to the Tour into the relevant market. No elaborate analysis is required to demonstrate  
7 the anticompetitive character of this group boycott.

8 327. The agreement also constitutes an unreasonable restraint of trade that is unlawful under  
9 California Business and Professions Code §§ 16720(a), 16726, under a rule-of-reason analysis. The  
10 principal tendency of the agreements is to restrain competition, reinforce the market power of the PGA  
11 Tour, and seriously hamper (or outright defeat) the competitive effectiveness and prospective entry of  
12 LIV Golf—by harming professional golfers like Plaintiffs and thus eliminating competition for their  
13 services—the only viable alternative in the relevant market, and thereby harm competition in the  
14 relevant market. This harmed Plaintiffs and other professional golfers by eliminating competition in  
15 the market for their services and also restricted competition in the market generally. The agreement  
16 lacks any legitimate procompetitive justifications, because, among other things, the group boycott  
17 deprives Plaintiff Mickelson and other Plaintiffs of means to practice their profession that are so  
18 essential that they are necessary to compete effectively in the sport of professional golf.

19 328. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will  
20 continue to be harmed in their business or property; competition in the relevant market will be harmed;  
21 the PGA Tour and the European Tour will unlawfully maintain their monopoly position and unlawful  
22 boycott; and Plaintiffs, LIV Golf, consumers, and other stakeholders will be harmed.

23 329. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will  
24 continue to be irreparably harmed such that they need preliminary and permanent injunctive relief in  
25 order to stop immediately the PGA Tour's unlawful conduct.

26 330. The PGA Tour's anticompetitive acts violate the Cartwright Act. Cal. Bus. & Prof.  
27 Code §§ 16720(a), 16726.

28 331. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit,

reasonable attorney's fees, and interest pursuant to Cal. Bus. & Prof. Code § 16750(a), and any other relief this Court deems just and proper under Count III.

#### **Count IV: Breach of Contract**

332. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though fully set forth in this Count IV.

333. On various dates, Plaintiffs and the Tour entered into a contract when the Plaintiffs submitted their respective membership applications and membership renewal applications and agreed to be bound by the Tour's Regulations. The Regulations (other than those described in this Complaint that violate the antitrust laws and therefore are unenforceable) are a legally binding agreement by and between Plaintiffs, respectively and individually, and the Tour. Plaintiffs maintain that provisions within the Regulations are not enforceable, but the provision the Tour has breached is not one of those provisions.

334. Plaintiffs performed all enforceable provisions in the Tour's Regulations and have complied with all obligations under the Tour's Disciplinary Process detailed in the Tour's Regulations.

335. The Tour breached Section VII.E.2 of the Regulations because it failed to abate Plaintiffs' suspensions pending their appeals of the Tour's Disciplinary Actions. Section VII.E.2 provides that "[a]n appeal shall operate to stay the effective date of any penalty, except suspension from a tournament then in progress or scheduled for the calendar week in which the alleged violation occurred, until after the final decision on the appeal." Exhibit 1. The Tour was thus required to honor some Plaintiffs' requests to participate in Tour events, including the FedEx Cup Playoff events, occurring while Plaintiffs' appeals to the Tour's Appeals Committees remained pending.

336. The Tour's breach caused Plaintiffs to incur substantial damages in the form of irreparable harm (in the form of loss of FedEx Cup ranking points, loss of OWGR ranking points, loss of career opportunities, loss of goodwill, and reputational harm), loss of income-earning opportunities, loss of retirement-plan payments, consequential damages, expenses, and costs.

#### **Count V: Declaratory Judgment that the Tour's Suspensions of Plaintiffs Violated Their Right to Fair Procedure**

337. The Plaintiffs incorporate by reference the allegations of all preceding paragraphs as



1 though fully set forth in this Count V.

2 338. The Tour is a gatekeeper organization that possesses a monopsony over the services of  
3 professional golfers for elite golf events. The Tour's suspension of the Plaintiffs thereby affects the  
4 public interest.

5 339. By virtue of its unlawful regulations and the suspensions, the Tour has exiled Plaintiffs  
6 from their chosen profession, thwarting their ability to earn income, including prize monies, bonuses,  
7 deferred payments, endorsement deals and sponsorships. The Tour has simultaneously damaged  
8 Plaintiffs' goodwill and caused them substantial reputational harm.

9 340. The PGA Tour's suspension of the Plaintiffs adversely affects their respective  
10 substantial property, contract, and other economic rights.

11 341. The Tour's procedures for imposing career-threatening indefinite suspensions are  
12 inadequate, substantively irrational, and procedurally unfair on numerous bases, including:

- 13       ▪ The Tour's Commissioner imposed the suspensions to penalize Plaintiffs for  
14       participating in golf tournaments sponsored by LIV Golf in order to further the Tour's  
15       unlawful objective of foreclosing competition;
- 16       ▪ The Plaintiffs are denied any hearing or meaningful opportunity to respond to the  
17       charges against them considering the severity of the sanctions imposed;
- 18       ▪ The Plaintiffs are denied any review by an impartial decision maker. Instead, their  
19       appeals would be decided by a three-person appeals committee, composed of members  
20       of the Tour's Policy Board—*i.e.*, the same Tour leadership that has been engaged in a  
21       public and well-documented vendetta against anything and everything related to LIV  
22       Golf for the last two years;
- 23       ▪ The suspensions imposed on the Plaintiffs are substantively irrational because they are  
24       premised on violations of unlawful Regulations, which are designed to achieve, have of  
25       the effect of achieving, and have been wielded in a discriminatory manner to further the  
26       Tour's anticompetitive end; and
- 27       ▪ The Tour has refused to honor its Regulations that require it to stay suspensions pending  
28       Plaintiffs' appeals of the career-threatening, long-term and indefinite suspensions—

which is particularly unfair in light of Plaintiffs' serious allegations against the unlawful nature of the Regulations they allegedly violated and the severity of their sanctions.

342. The PGA Tour acted maliciously and in bad faith in imposing the suspensions upon Plaintiffs.

343. The PGA Tour's suspensions violated the Plaintiffs' right to fair procedure under California and Florida law.

344. The Plaintiffs seek relief declaring that the procedures used by the PGA Tour in suspending the Plaintiffs were unlawful, and enjoining the PGA Tour from enforcing those suspensions.

345. The relief sought by the Plaintiffs arises in a case of actual controversy within the Court's jurisdiction, will settle substantial aspects of the controversy between the Plaintiffs and the PGA Tour, and is appropriate for judgment under the Declaratory Judgment Act, 28 U.S.C.A. § 2201 *et seq.*

#### **JURY DEMAND**

346. Plaintiffs demand a trial by jury of all issues so triable.

#### **RELIEF REQUESTED**

WHEREFORE, Plaintiffs hereby request that the Honorable Court award the following preliminary injunctive relief against the PGA TOUR:

- a. Stay and enjoin the PGA Tour's suspension and sanctions imposed on Plaintiffs;
- b. Prevent the PGA Tour from banning or threatening to ban from the PGA Tour (and its affiliated Tour) players who talk to, contract with, play in, or associate with LIV Golf;
- c. Prevent the PGA Tour from expelling players from the PGA Tour (and its affiliated Tour) or PGA Tour tournaments who talk to, contract with, play in, or associate with LIV Golf;
- d. Prevent the PGA Tour from threatening or imposing any other punishments or otherwise harming or threatening to harm anyone who talks to, contracts with, or associates with LIV Golf;

- e. Prevent the PGA Tour from conspiring or unlawfully agreeing with the European Tour to ban or threaten to ban players from participating in European Tour events or participating in the Ryder Cup for talking to, contracting with, playing in, or associating with LIV Golf;
- f. Prevent the PGA Tour from pressuring or coordinating with the R&A, Masters, and/or PGA of America (or others), to punish, exclude or threaten to exclude players otherwise eligible under current eligibility rules from participating in golf events (including the Majors);
- g. Prevent the PGA Tour from amending its rules to prevent players otherwise eligible from playing in PGA Tour events or co-sponsored events, such as the FedEx Cup, the WGC tournaments, the Tournament of Champions, the Players, the Memorial, the Arnold Palmer Invitational, the Genesis Invitational, AT&T Pebble Beach Open, and the Presidents Cup;
- h. Prevent the PGA Tour from enforcing its unlawful restrictions on independent-contractor golfers, including the Media Rights Regulation and the Conflicting Events Regulation;
- i. Prevent the PGA Tour from amending its rules to prevent players otherwise eligible from playing in PGA Tour events or co-sponsored events; and
- j. Prevent the PGA Tour from applying rules beyond their meaning to punish players who associate with LIV Golf, or otherwise to thwart competition.

WHEREFORE, Plaintiffs hereby request that the Honorable Court award the following permanent injunctive relief against the PGA TOUR:

- a. Stay and enjoin the PGA Tour's suspension and sanctions imposed on Plaintiffs;
- b. Enjoin the PGA Tour from banning or threatening to ban from the PGA Tour (and its affiliated Tour) players who talk to, contract with, play in, or associate with LIV Golf;

- c. Enjoin the PGA Tour from expelling players from the PGA Tour (and its affiliated Tour) or PGA Tour tournaments who talk to, contract with, play in, or associate with LIV Golf;
- d. Enjoin the PGA Tour from threatening or imposing any other punishments or otherwise harming or threatening to harm anyone who talks to, contracts with, or associates with LIV Golf;
- e. Enjoin the PGA Tour from conspiring or unlawfully agreeing with the European Tour to ban or threaten to ban players from participating in European Tour events or participating in the Ryder Cup for talking to, contracting with, playing in, or associating with LIV Golf;
- f. Enjoin the PGA Tour from agreeing, contracting or threatening the R&A, Masters, and/or PGA of America (or others), to punish, exclude or threaten to exclude players otherwise eligible under current eligibility rules from participating in golf events (including the Majors);
- g. Enjoin the PGA Tour from amending its rules to prevent players otherwise eligible from playing in PGA Tour events or co-sponsored events, such as the FedEx Cup, the WGC tournaments, the Tournament of Champions, the Players, the Memorial, the Arnold Palmer Invitational, the Genesis Invitational, AT&T Pebble Beach Open, and the Presidents Cup;
- h. Enjoin the PGA Tour from enforcing its unlawful restrictions on independent-contractor golfers, including the Media Rights Regulation and the Conflicting Events Regulation;
- i. Enjoin the PGA Tour from amending its rules to prevent players otherwise eligible from playing in PGA Tour events or co-sponsored events; and
- j. Enjoin the PGA Tour from applying rules beyond their meaning to punish players who associate with LIV Golf, or otherwise to thwart competition.

WHEREFORE, Plaintiffs request that this Honorable Court:

- a. Adjudge and decree that the PGA Tour is unlawfully maintaining its monopoly over the market for the services of professional golfers for elite golf events in violation of Section 2 of the Sherman Act;
- b. Adjudge and decree that the PGA Tour unreasonably restrained trade in violation of Section 1 of the Sherman Act when it entered agreement with the European Tour to boycott LIV Golf and potential competitors and those who associate with LIV Golf to try to prevent competition for professional golfers' services;
- c. Adjudge and decree that the PGA Tour violated California's Cartwright Act (Cal. Bus. & Prof. Code §§ 16720(a), 16726);
- d. Adjudge and decree that the PGA Tour's punishment denied Plaintiffs fair procedure;
- e. Adjudge and decree that the PGA Tour breached its Regulations when it refused to abate Plaintiffs' suspensions pending their respective appeals;
- f. Award Plaintiffs monetary damages, treble damages, and economic damages;
- g. Award Plaintiffs their costs in this action, including attorneys' fees; and
- h. Award Plaintiffs any further relief as may be just and proper.

1 DATED: August 3, 2022

Respectfully submitted,

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19 **ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1**

20 Pursuant to Civil Local Rule 5-1(h)(3) of the Northern District of California, I attest that  
21 concurrence in the filing of the document has been obtained from each of the other signatories to this  
22 document.

23 DATED: August 3, 2022

GIBSON, DUNN & CRUTCHER LLP

24  
25 By: /s/ Rachel S. Brass  
26 Rachel S. Brass



# EXHIBIT 1



# PGA TOUR

---

PLAYER HANDBOOK &  
TOURNAMENT REGULATIONS

---

2021-2022

# **2021–2022 PLAYER HANDBOOK & TOURNAMENT REGULATIONS**

PGA TOUR  
1 PGA TOUR Boulevard  
Ponte Vedra Beach, FL 32082  
Telephone: 904-285-3700

Revised SEPTEMBER 2021



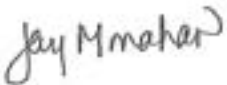
Dear PGA TOUR members,

Welcome to the PGA TOUR. This directory was compiled to assist you in your preparation for a season on the PGA TOUR.

The Player Handbook includes a 2021-2022 tournament schedule and covers such topics as special event eligibility and special awards.

The Tournament Regulations are the guide to specific rules pertaining to PGA TOUR play. We have incorporated changes made to the Tournament Regulations since last season into this season's book. In addition, the index provides quick reference. These Regulations are the final authority on the operations and policies of the PGA TOUR. I encourage every member to become familiar with these rules.

Best wishes for a successful 2021-2022 season!



Jay Monahan  
Commissioner  
PGA TOUR

## **SIGNIFICANT CHANGES FOR THE 2021-2022 SEASON**

During the 2019-2020 season, 14 events were cancelled or postponed due to the global threat posed by the Coronavirus (COVID-19) causing the 2019-2020 season to not be considered a full season for the purposes of eligibility. These cancellations significantly impacted the Tournament Regulations and many changes were implemented for the 2020-2021 season on a one-time only basis. For the 2021-2022 season, the one-time only changes (please see 2020-2021 Tournament Regulations for details) will revert back to the way they were pre-COVID.

The following changes were approved by the Policy Board beginning with the 2021-2022 season and beyond:

- The Mexico Championship is a new event with standard eligibility except that there will be an additional four (4) sponsor exemptions restricted to players from Latin America.
- The Genesis Scottish Open will be a co-sanctioned event with the European Tour which will award FedExCup Points and Race to Dubai Points.
  - 500 FedExCup points to the winner distribution table
  - Two-season winner's exemption on the PGA TOUR
  - Three-season winner's exemption on the European Tour
  - A purse breakdown similar to the World Golf Championships will be used
- The Barracuda Championship and the Barbasol Championship field will be expanded to 156 players to include the top 50 available players from the European Tour.
  - 300 FedExCup points to the winner distribution table
  - Two-season winner's exemption on the PGA TOUR for PGA TOUR members
  - One-season winner's exemption on PGA TOUR for Non-members
  - Two-season winner's exemption on the European Tour
  - Non-members will be ineligible to top 10 out of these events
  - A standard purse breakdown will be used
- The Bermuda Championship field size will be expanded from 120 to 132 players with standard full-field eligibility awarding 500 FedExCup points to the winner. (Note: this is only for the 2022 event due to the cancellation of WGC-HSBC).
- The winner of the Men's Olympic Golf Competition in the year following the Summer Olympic Games will be eligible for the Sentry Tournament of Champions, provided he is a regular member of the PGA TOUR at the time of his victory.
- The Hero World Challenge field size will increase to 20 players and will include a one-time addition of the prior year's Major Championship winners due to the cancellation of the 2020 event and, starting with the 2021 event and beyond, the addition of the winner of THE PLAYERS Championship and an additional sponsor exemption.

- In years when playing members of the U.S. and International Presidents Cup teams are eligible for the Memorial Tournament, there will be no reduction of unrestricted sponsor exemptions for non-member participants.
- The 2022 U.S. Presidents Cup Team will have a three-season qualification system based on official FedExCup points earned during the 2019-20 season (1 point = ½ point), the 2020-21 season (1 point = 1 point) and 2021-22 season (1 point = 3 points). The points system for qualification will include the top six players on the points list instead of the previous eight players. The remaining six players will be captain's selections.
- The 2022 International Presidents Cup Team qualification system will run from the 2021 Open Championship (July 2021) through the 2022 BMW Championship (August 2022) and will comprise of the top eight players from the Presidents Cup International Team Points List and four captain's picks. Presidents Cup International Team points earned from the 2022 PGA Championship through the 2022 BMW Championship will be multiplied by 1.25. The ranking will be determined by the average points awarded in the qualifying period.
- For invitational events which take winners prior to 2000 (the Arnold Palmer Invitational presented by Mastercard, RBC Heritage, the Memorial Tournament presented by Workday (winners prior to 1997) and the Charles Schwab Challenge, players must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played in the season prior to be eligible in this category. A player who loses his exempt status for failing to meet the scoring average provision may regain exempt status immediately by finishing three strokes or less above the field average for the rounds of golf in which he has played in official money events during the current season, excluding official money team events.
- Life Members of the PGA TOUR may elect to perform an alternate sponsor function in lieu of playing in the pro-am if it is mutually agreed upon by the player and the host organization and approved by the TOUR. Life Members would have no restriction on the number of times they could request to perform an alternative function.
- The Opposite Event Policy was amended to include all PGA TOUR cosponsored events awarding full FedExCup point allocation.
- Language was added to the sponsor exemption regulations to outline for tournament organizations what is prohibited when awarding sponsor exemptions.
- Caddies may enter the locker room during the week to assist the player with retrieving items from his locker. Caddies may not enter the locker room at any other time.

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# **2021–2022 PGA TOUR TOURNAMENT SCHEDULE**

# 2021–2022 TOURNAMENT SCHEDULE

**NOTE:** The winner of a PGA TOUR cosponsored or approved tournament held in the immediately preceding week, or any professional who finishes among the top 10 finishers or tied for 10th, not otherwise exempt, excluding non-members in the 2022 Barbasol Championship, 2022 Barracuda Championship and World Golf Championship events, (see Article III, Section A-1(g) of *Tournament Regulations*), may commit to an on-site PGA TOUR media official for the next open PGA TOUR cosponsored tournament, within one-half hour after the conclusion of play.

- SEPT 13-19

**FORTINET CHAMPIONSHIP (156 PLAYERS)**

Silverado Resort and Spa (North Course)  
1600 Atlas Peak Road  
Napa, CA 94558  
Club: 707/257-5402      Office: 503/748-9973  
Commit Deadline: 09/10/21, Friday, 5 p.m. EDT  
Key Contact: Matt McEvoy, Executive Director  
matt.mcevoy@sportfive.com
- SEPT 20-26

**RYDER CUP (2 12-MAN TEAMS)**

Whistling Straits Golf Course  
N8501 Lakeshore Rd  
Sheboygan, WI 53083  
Club: 855/444-2838      Office: 561/624-8525  
Key Contact: David Charles  
dcharles@pgahq.com
- SEPT 27-OCT 3

**SANDERSON FARMS CHAMPIONSHIP (144 PLAYERS)**

Country Club of Jackson  
345 St. Andrews Drive  
Jackson, MS 39211  
Club: 601/956-1411      Office: 601/898-4653  
Commit Deadline: 09/24/21, Friday, 5 p.m. EDT  
Key Contact: Steve Jent, Executive Director  
steve@sandersonfarmschampionship.com
- OCT 4-10

**SHRINERS CHILDREN'S OPEN (144 PLAYERS)**

TPC Summerlin  
1700 Village Center Circle  
Las Vegas, NV 89134  
Club: 702/256-0111      Office: 702/873-1010  
Commit Deadline: 10/01/21, Friday, 5 p.m. EDT, or 30 minutes after play  
ends Friday at previous tournament  
Key Contact: Patrick Lindsey, Tournament Director  
plindsey@shrinerschildrensopen.com

**OCT 11-17**

**THE CJ CUP @ SUMMIT (78 PLAYERS)**

The Summit Club  
10775 Summit Club Dr  
Las Vegas, NV 89135  
Club: 702/970-2207 Office: 904/273-2387  
Commit Deadline: 10/08/21, Friday, 5 p.m. EDT, or 30 minutes after play ends Friday at previous tournament  
Key Contact: Andre da Silva, Executive Director  
andredasilva@pgatourhq.com

**OCT 18-24**

**THE ZOZO CHAMPIONSHIP (78 PLAYERS)**

Narashino Country Club  
7 Omori, Inzai city  
Chiba, Japan, 270-1327  
Club:+81 476-46-3111  
Commit Deadline: 09/22/21, Wednesday, 5 p.m. EDT  
Key Contact: Travis Steiner, Executive Director  
travissteiner@pgatourhq.com

**OCT25-31**

**BERMUDA CHAMPIONSHIP (132 PLAYERS)**

Port Royal Golf Course  
P.O. Box SN189  
Southampton SN BX Bermuda  
Club:411/234-0974 Office: 205/317-8105  
Commit Deadline: 10/22/21, Friday, 5 p.m. EDT, or 30 minutes after play ends Friday at previous tournament  
Key Contact: Sean Sovacool, Tournament Director  
sovacool@brunoeventteam.com

**NOV 1-7**

**WORLD WIDE TECHNOLOGY CHAMPIONSHIP AT MAYAKOBA (132 PLAYERS)**

El Camaleon Golf Club at the Mayakoba Resort  
Ctra. Federal Chetumal - Pto. Juarez Km. 298  
Playa del Carmen, Solidaridad Quintana Roo, C.P. 77710, Mexico  
Club: +52-984-877-2380 Office: +52-984-206-4652  
Commit Deadline: 10/29/21, Friday, 5 p.m. EDT, or 30 minutes after play ends Friday at the previous tournament  
Key Contact: Joe Mazzeo, Tournament Director  
joe.mazzeo@mayakobagolfclassic.com

**NOV 8-14**

**HOUSTON OPEN (132 PLAYERS)**

Memorial Park Golf Course  
1001 E Memorial Loop  
Houston, TX 77007  
Office: 832/699-9936  
Commit Deadline: 11/05/21, Friday, 5 p.m. EST, or 30 minutes after play ends Friday at previous tournament  
Key Contact: Colby Callaway, Tournament Director  
ccallaway@astrosgolf.com



**NOV 15-21**

**THE RSM CLASSIC (156 PLAYERS)**

Sea Island Golf Club (Seaside (host) & Plantation Course)

100 Retreat Avenue

Saint Simons Island, GA 31522

Club: 912/638-5118

Office: 912/634-3266

Commit Deadline: 11/12/21, Friday, 5 p.m. EST, or 30 minutes after play ends Friday at previous tournament

Key Contact: Todd Thompson, Tournament Director

tthompson@dlovefoundation.com

**NOV 29 - DEC 5 HERO WORLD CHALLENGE (20 PLAYERS)**

Albany Bahamas

Albany Developer LTD

C/O Hero World Challenge

Nassau, Bahamas

Office: 949/725-3003

Commit Deadline: 10/01/21 Friday, 5 p.m. EDT to the tournament office

Key Contact: Mike Antolini, Vice President, Championships, TGR Foundation

mantolini@tgrfoundation.org

**DEC 6-12**

**QBE SHOOTOUT (12 2-MAN TEAMS)**

Tiburón Golf Club at the Ritz Carlton Resort Naples

2620 Tiburon Drive

Naples, FL 34109

Club: 239/593-2200

Office: 239/254-9770

Commit Deadline: 10/08/21, Friday, 5 p.m. EST

Key Contact: Taylor Ives, Executive Director

tives@teamwass.com

**JAN 3-9**

**SENTRY TOURNAMENT OF CHAMPIONS**

Plantation Course at Kapalua Resort

2000 Plantation Club Drive

Kapalua, Maui, HI 96761

Club: 808/665-9116

Office: 808/665-9160

Commit Deadline: 12/31/21, Friday, 5 p.m. EST

Key Contact: Alex Urban, Executive Director

alexurban@pgatourhq.com

**JAN 10-16**

**SONY OPEN IN HAWAII (144 PLAYERS)**

Waialae Country Club

4997 Kahala Avenue

Honolulu, HI 96816

Club: 808/734-2151

Office: 808/523-7888

Commit Deadline: 1/07/22, Friday, 5 p.m. EST, or 30 minutes after play ends Friday at previous tournament

Key Contact: Ray Stosik, Executive Director

rstosik@141hawaii.com

**JAN 17-23**

**THE AMERICAN EXPRESS (156 PLAYERS)**

Stadium Course at PGA West (host course)

56-150 PGA Boulevard

La Quinta, CA 92253

Club: 760/564-7101

Office: 760/346-8184

Commit Deadline: 1/14/22, Friday, 5 p.m. EST, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Pat McCabe, Tournament Director,

pat.mccabe@sportfive.com

**NOTE:** La Quinta CC and Nicklaus Tournament Course at PGA WEST also used.

**JAN 24-30**

**FARMERS INSURANCE OPEN (156 PLAYERS)**

Torrey Pines Golf Course, South Course (host) & North Course

11480 Torrey Pines Road

La Jolla, CA 92037

Club: 858/452-3226

Office: 858/886-4653

Commit Deadline: 1/21/22 Friday, 5 p.m. EST, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Marty Gorsich, Chief Executive Officer

mgorsich@centuryclubsd.org

**JAN 31-FEB 6**

**AT&T PEBBLE BEACH PRO-AM (156 PLAYERS)**

Pebble Beach Golf Links (host course)

17 Mile Drive

Pebble Beach, CA 93953

Club: 831/624-3811

Office: 831/649-1533

Commit Deadline: 1/28/22 Friday, 5 p.m. EST, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Steve John, CEO, sj@mpfca.org

**NOTE:** Monterey Peninsula Country Club (Shore Course) and Spyglass Hill Golf Course also used.

**FEB 7-13**

**WASTE MANAGEMENT PHOENIX OPEN (132 PLAYERS)**

TPC Scottsdale (Stadium Course)

17020 North Hayden Road

Scottsdale, AZ 85255

Club: 480/585-4334

Office: 602/870-0163

Commit Deadline: 2/4/22, Friday, 5 p.m. EST, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Chance Cozby, Executive Director

ccezby@wmphoenixopen.com

**FEB 14-20**

**THE GENESIS INVITATIONAL (120 PLAYERS)**

Riviera Country Club

1250 Capri Drive

Pacific Palisades, CA 90272

Club: 310/454-6591

Office: 800/752-6736

Commit Deadline: 2/11/22, Friday, 5 p.m. EST, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Mike Antolini, Vice President, Championships

mantolini@tgrfoundation.org

**FEB 21-27**

**THE HONDA CLASSIC (144 PLAYERS)**

PGA National Resort & Spa (Champion Course)

400 Avenue of the Champions

Palm Beach Gardens, FL 33418

Club: 561/627-2000

Office: 561/799-2747

Commit Deadline: 2/18/22, Friday, 5 p.m. EST, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Andrew George, Tournament Director

andrew.george@img.com

**FEB 28-MAR 6**

**ARNOLD PALMER INVITATIONAL PRESENTED BY MASTERCARD  
(120 PLAYERS)**

Arnold Palmer's Bay Hill Club & Lodge

9000 Bay Hill Boulevard

Orlando, FL 32819

Club: 407/876-2429

Office: 407/876-7196

Commit Deadline: 2/25/22, Friday, 5 p.m. EST, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Joie Chitwood III, Tournament Director

chitwood@arnoldpalmerinvitational.com

**FEB 28-MAR 6**

**PUERTO RICO OPEN (120 PLAYERS)**

Grand Reserve Golf Club

100 Clubhouse Drive

Rio Grande, Puerto Rico 00745

Club: 787/657-2000

Office: 504/355-6662

Commit Deadline: 2/25/22 Friday, 5 p.m. EST, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Matt Truax, Tournament Director

mike@globalgolfmanagement.com

**MAR 7-13**

**THE PLAYERS CHAMPIONSHIP (144 PLAYERS)**

TPC Sawgrass (THE PLAYERS Stadium Course)

110 Championship Way

Ponte Vedra Beach, FL 32082

Club: 904/273-3374

Office: 904/273-3383

Commit Deadline: 3/04/22, Friday, 5 p.m. EST, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Jared Rice, Senior Vice President and Executive Director

jaredrice@pgatourhq.com

**MAR 14-20**

**VALSPAR CHAMPIONSHIP (144 PLAYERS)**

Innisbrook, a Salamander Golf and Spa Resort (Copperhead Course)

36750 U.S. Highway 19 North

Palm Harbor, FL 34684

Club: 727/942-2000

Office: 727/942-5566

Commit Deadline: 3/11/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Tracy West, Tournament Director

twest@thecopperheads.org

**MAR 21-27**

**WORLD GOLF CHAMPIONSHIPS - DELL TECHNOLOGIES MATCH PLAY (64 PLAYERS)**

Austin Country Club

4408 Long Champ Drive

Austin, TX 78746

Club: 512/328-0090

Office: 512/949-5881

Commit Deadline: 3/18/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Jordan Uppleger, Executive Director

jordanuppleger@pgatourhq.com

**MAR 21-27**

**CORALES PUNTACANA CHAMPIONSHIP (120 PLAYERS)**

Punta Cana Resort & Golf Club (Corales Golf Course)

Punta Cana, La Altagracia, Dominican Republic

Club: 809/959-2714

Office: 809/959-2714

Commit Deadline: 3/18/22 Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Jay Overton, Executive Director

joverton@puntacana.com

**MAR 28-APR 3 VALERO TEXAS OPEN (144 PLAYERS)**

TPC San Antonio (Oaks Course)

23808 Resort Parkway

San Antonio, TX 78261

Club: 210/507-4191

Office: 210/345-3818

Commit Deadline: 3/25/22, Friday, 5 p.m. EDT, or 30 minutes

after play ends Friday at previous tournament

Key Contact: Larson Segerdahl, Tournament Director

larson@valerotexasopen.com

**APR 4-10**

**MASTERS TOURNAMENT**

Augusta National Golf Club

2604 Washington Road

Augusta, GA 30904

Club: 706/667-6000

Office: 706/667-6000

Commitment: By Invitation Only

Key Contact: Steve Ethun, SEthun@augustanational.com

**APR 11-17**

**RBC HERITAGE (132 PLAYERS)**

Harbour Town Golf Links

11 Lighthouse Lane

Hilton Head Island, SC 29928

Club: 843/363-4485

Office: 843/671-2448

Commit Deadline: 4/8/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Steve Wilmot, President & Tournament Director

steve@heritageclassicfoundation.com

**APR 18-24**

**ZURICH CLASSIC OF NEW ORLEANS (160 PLAYERS / 80 TEAMS)**

TPC Louisiana

11001 Lapalco Blvd.

Avondale, LA 70094

Club: 504/436-8721

Office: 504/342-3000

Commit Deadline: 4/15/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Steve Worthy, Tournament Director

sworthy@forekidsfoundation.com

**APR 25-MAY 1**

**MEXICO CHAMPIONSHIP (132 PLAYERS)**

Course & Contact Information TBD

Commit Deadline: 4/22/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

**MAY 2-8**

**WELLS FARGO CHAMPIONSHIP (156 PLAYERS)**

TPC Potomac at Avenel Farm

10000 Oaklyn Dr.

Potomac, MD 20854

Club: 301/469-3700

Office: 704/554-8101

Commit Deadline: 4/29/22 Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Gary Sobba, Tournament Director

gary@wellsfargochampionship.com

**MAY 9-15**

**AT&T BYRON NELSON (156 PLAYERS)**

TPC Craig Ranch

8000 Collin McKinney Pkwy

McKinney, TX 75070

Club: 972/747-9005

Office: 214/943-9700

Commit Deadline: 5/6/22 Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Jon Drago, Tournament Director

jdrago@salesmanshipclub.org

**MAY 16-22**

**PGA CHAMPIONSHIP (156 PLAYERS)**

Southern Hills Country Club  
2636 East 61st Street  
Tulsa, OK 74136

Club: 918-492-3351 Office: 561/624-8525  
Commitment: Written Entry Only, Entry Deadline: TBD  
Key Contact: David Charles, Sr. Director, PGA Championships  
dcharles@pgahq.com

**MAY 23-29**

**CHARLES SCHWAB CHALLENGE (120 PLAYERS)**

Colonial Country Club  
3735 Country Club Circle  
Fort Worth, TX 76109

Club: 817/927-4200 Office: 817/927-4280  
Commit Deadline: 5/20/22 Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at the previous tournament  
Key Contact: Michael Tothe, Tournament Director  
mtothe@colonialfw.com

**MAY 30-JUN 5**

**THE MEMORIAL TOURNAMENT PRESENTED BY WORKDAY  
(120 PLAYERS)**

Muirfield Village Golf Club  
5750 Memorial Drive  
Dublin, OH 43017

Club: 614/889-6700 Office: 614/889-6819  
Commit Deadline: 5/27/22, Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at previous tournament  
Key Contact: Dan Sullivan, Executive Director  
dsullivan@thememorialtournament.com

**JUN 6-12**

**RBC CANADIAN OPEN (156 PLAYERS)**

St. George's Golf and Country Club  
1668 Islington Avenue  
Etobicoke, Ontario M9A 3M9

Club: 416/231-3393 Office: 905/849-9700  
Commit Deadline: 6/3/22, Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at previous tournament  
Key Contact: Bryan Crawford, Tournament Director  
bcrawford@golfcanada.ca

**JUN 13-19**

**U.S. OPEN (156 PLAYERS)**

The Country Club (Brookline, MA)  
191 Clyde St.  
Chestnut Hill, MA 02467

Club: 617/566-0240 Office: 908/234-2300  
Entry deadline: TBD  
Entry application must be filed at <https://champs.usga.org>  
Key Contacts: Jeff Hall, Championship Director [jhall@usga.org](mailto:jhall@usga.org)  
Robbie Zalzneck, Player Services [rzalzneck@usga.org](mailto:rzalzneck@usga.org)

**JUN 20-26**

**TRAVELERS CHAMPIONSHIP (156 PLAYERS)**

TPC River Highlands

1 Golf Club Road

Cromwell, CT 06416

Club: 860/635-5000 Office: 860/502-6800

Commit Deadline: 6/17/22, Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Nathan Grube, Tournament Director  
ngrube@travelerschampionship.com

**JUN 27-JUL 3**

**JOHN DEERE CLASSIC (156 PLAYERS)**

TPC Deere Run

3100 Heather Knoll

Silvis, IL 61282

Club: 309/796-6000 Office: 309/762-4653

Commit Deadline: 6/24/22, Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Clair Peterson, Tournament Director  
clairp@jdclassic.com

**JUL 4-10**

**GENESIS SCOTTISH OPEN (156 PLAYERS)**

Course and contact TBD

Commit Deadline: TBD

**JUL 4-10**

**BARBASOL CHAMPIONSHIP (156 PLAYERS)**

Keene Trace Golf Club (Champions Trace)

20 Avenue of Champions

Nicholasville, KY 40356

Club: 859/224-4653 Office: 817/825-1375

Commit Deadline: 7/1/22, Friday, 5 p.m. EDT, or 30 minutes after play ends  
Friday at previous tournament

Key Contact: Bryan Pettigrew, Tournament Director  
bryanp@globalgolfmanagement.com

**JUL 11-17**

**THE OPEN CHAMPIONSHIP (156 PLAYERS)**

The Old Course at St. Andrews

W Sands Rd.

St Andrews KY16 9XL, United Kingdom

Commitment: Written Entry Only (Entry deadline: TBD)

Key Contact: TheOpen.com



**JUL 11-17**

**BARRACUDA CHAMPIONSHIP (156 PLAYERS)**

Old Greenwood Golf Course

13051 Fairway Dr.

Truckee, CA 96161

Course: 530/550-7010 Office: 775/322-3900

Commit Deadline: 7/8/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Chris Hoff, Executive Director

chris@barracudachampionship.com

**NOTE:** Modified Stableford Format will be used.

**JUL18-24**

**3M OPEN (156 PLAYERS)**

TPC Twin Cities

11444 Tournament Players Parkway

Blaine, MN 55449

Club: 763/795-0800 Office: 763/783-9000

Commit Deadline: 7/15/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Mike Welch, Tournament Director

mwelch@3mopen.com

**JUL 25-31**

**ROCKET MORTGAGE CLASSIC (156 PLAYERS)**

Detroit Golf Club

17911 Hamilton Road

Detroit, MI 48203

Club: 313/345-4400 Office: 404/788-4811

Commit Deadline: 7/22/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Jason Langwell, Executive Director

jlangwell@intersportnet.com

**AUG 1-7**

**WYNDHAM CHAMPIONSHIP (156 PLAYERS)**

Sedgefield Country Club

3201 Forsythe Drive

Greensboro, NC 27407

Club: 336/299-5324 Office: 336/379-1570

Commit Deadline: 7/29/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Mark Brazil, Tournament Director

mbrazil@wyndhamchampionship.com

**AUG 8-14**

**FEDEX ST. JUDE CHAMPIONSHIP (125 PLAYERS)**

TPC Southwind

3325 Club at Southwind

Memphis, TN 38125

Club: 901/748-0330 Office: 901-748-0534

Commit Deadline: 8/05/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Darrell Smith, Executive Director

darrellmsmith@pgatourhq.com

**AUG 15-21**

**BMW CHAMPIONSHIP (70 PLAYERS)**

Wilmington Country Club (South Course)

4825 Kennett Pike

Wilmington, Delaware 19807

Club: 302/655-6171 Office: 847/724-4600

Commit Deadline: 8/12/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Vince Pellegrino, Senior VP, Tournaments

pellegrino@wgaesf.org

**AUG 22-28**

**TOUR CHAMPIONSHIP (30 PLAYERS)**

East Lake Golf Club

2575 Alston Drive

Atlanta, GA 30317

Club: 404/373-5722 Office: 404/378-8687

Commit Deadline: 8/19/22, Friday, 5 p.m. EDT, or 30 minutes after play ends

Friday at previous tournament

Key Contact: Allison Fillmore, Executive Director

allisonfillmore@pgatourhq.com

# ELIGIBILITY AND COMMITMENTS

For eligibility information and commitments to PGA TOUR cosponsored or approved events, you may call the following staff members on the commitment line 800/742-2244 or 904/285-3700 and telephone extensions.

- 1. **PGA TOUR** ..... Extension  
Kirsten Burgess ..... 3306  
Katelyn DiCristofano..... 5715  
Jessica Zinz..... 5294
- 2. **KORN FERRY TOUR** ..... Extension  
Kathy Mobley ..... 3291  
Jessica Zinz..... 5294  
Taylor Shean ..... 3514
- 3. **QUALIFYING TOURNAMENT** ..... Extension  
Kelli Anderson..... 3460

# **2021–2022 PGA TOUR PLAYER HANDBOOK**

# 2021–2022 PGA TOUR DUES AND FEES

1. Initiation Fee .....	\$100
2. Annual Dues.....	\$100
3. Tournament Entry Fee .....	\$0
4. Open Qualifying Fee*.....	\$500
5. Limited Dues (nonmember).....	\$50
6. Insurance Fee**.....	\$20
7. Mandatory Locker Room Fee .....	\$50

Amateurs must pay an administration fee of \$50 (instead of limited dues) on registration.

- \* The open qualifying fee for PGA TOUR members is \$0, and for PGA TOUR Champions (Regular Members only) and Korn Ferry Tour members is \$100. Such players must commit to the Host PGA Section no later than 5 p.m. local time on the Friday preceding Open Qualifying.
- \*\* Apprentices or members of the PGA of America need not pay the insurance fee. All other players, including amateurs, must provide proof of necessary level of liability coverage or pay this fee.

# PLAYER ELIGIBILITY FOR INVITATION AND SPECIAL EVENTS

## **RYDER CUP**

September 24-26

Whistling Straits Golf Course

Kohler, WI

## **United States Team**

- The top six U.S. players who have earned the most official PGA TOUR money from January 1, 2019, through August 29, 2021 (BMW Championship), weighted as follows:
  - \$1,000 = 1 point for 2019 majors (Masters, U.S. Open, The Open Championship and PGA Championship)
  - \$2,000 = 1 point for 2019 PLAYERS Championship, WGC-Mexico Championship, WGC-Dell Technologies Match Play, WGC-FedEx St. Jude Invitational, and WGC-HSBC Champions.
  - \$1,000 = 2 points for the winner of 2020 majors (Masters, U.S. Open, and PGA Championship)
  - \$1,000 = 1.5 points for all others who make the cut in the 2020 majors (Masters, US Open, and PGA Championship).
  - \$1,000 = 1 point for official events from January 1, 2020 through December 6, 2020 (Mayakoba Golf Classic) (excluding majors and opposite field events)
  - \$1,000 = 1.5 points for official events from January 10, 2021 (Sentry Tournament of Champions) through August 29, 2021 (BMW Championship) (excluding majors and opposite field events but including THE PLAYERS and WGC events)
  - \$1,000 = 2 points for the 2021 majors (Masters, U.S. Open, The Open Championship and PGA Championship)
- Six Captain's selections-to be announced following the TOUR Championship.

## **European Team**

- The top four European Tour members on The Ryder Cup European Points List from the 2019 BMW PGA Championship through 2021 BMW PGA Championship.
- The top five European Tour members, not otherwise qualified, from The Ryder Cup World Points List from the 2019 BMW PGA Championship through 2021 BMW PGA Championship.
- Three Captains' selections to be named the week after the 2021 BMW Championship.

## **THE CJ CUP @ SUMMIT**

October 14-17

The Summit Club

Las Vegas, NV

Eligible players for the 78-player field are:

- Top 60 available players from the final 2020-21 FedExCup Points List, to a floor of 125th position
- Five players designated by the KPGA, as follows:
  - Winner of the 2021 KPGA Championship
  - Winner of the 2021 KPGA Genesis Championship
  - Top 3 available players from the KPGA Genesis Points List as of Monday, October 11, 2021

- If necessary to complete the 5 players from the KPGA, players in priority order from the KPGA Genesis Points List as of Monday, October 11, 2021
- Top three available players of Korean nationality from the Official World Golf Ranking as of Monday, October 4, 2021
- Ten (10) sponsor exemptions (One designated for the defending champion, if needed)
  - Six (6) from among the current season's PGA TOUR membership
  - Four (4) "unrestricted"
- If necessary to fill the field to 78 players, those players in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall not be eligible:
  - Open Qualifying
  - Past Champion of Respective Event
  - PGA National Professional Champion
  - Top 10 from Previous Tournament

### **THE ZOZO CHAMPIONSHIP**

October 21-24

Narashino Country Club

Chiba, Japan

Eligible players for the 78-player field are:

- Top 60 available players from the final 2020-21 FedExCup Points List, to a floor of 125th position
- Ten players designated by the JGTO, as follows:
  - Three players from the current year's Bridgestone Open, as follows:
    - Winner of the Bridgestone Open
    - The next available leading finishers from the Bridgestone Open (ties to be broken by priority order on the 2021 JGTO Prize Money List through the current year's Bridgestone Open)
  - Seven players in priority order from the 2021 JGTO Prize Money List through the current year's Bridgestone Open
- Eight (8) sponsor exemptions, as follows: (one designated for defending champion, if needed)
  - Four (4) from among the current season's PGA TOUR membership
  - Three (3) from the current season's JGTO membership
  - One (1) "unrestricted"
- If necessary to fill the field to 78 players, those players in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall not be eligible:
  - Open Qualifying
  - Past Champion of respective Event
  - PGA National Professional Champion
  - Top 10 from Previous Tournament
- Withdrawals will be replaced by the highest ranking alternate on the PGA TOUR alternate list until the groupings are posted on-site Tuesday of tournament week (usually noon local time). After this time, if a member of the PGA TOUR alternate list is on site or en route he will retain his alternate position provided he has confirmed arrival information with PGA TOUR Competitions. Following any PGA TOUR alternates will be the next available player from the 2021 JGTO Prize Money List.



### **BERMUDA CHAMPIONSHIP**

October 28-31  
Port Royal Golf Club  
Southampton, Bermuda

Eligible players in the 132-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the host has a total of 12 sponsor exemptions, as follows:

- Two from among the current season's membership
- Two from among the Top Finishers of the Korn Ferry Tour category
- Eight "unrestricted"

**NOTE:** This will be a full FedExCup event awarding 500 points to the winner.

**NOTE:** The Government of Bermuda requires anyone traveling to Bermuda must be considered fully vaccinated or be subject to a 14-day quarantine when arriving in the country.

### **WORLD WIDE TECHNOLOGY CHAMPIONSHIP AT MAYAKOBA**

November 4-7  
El Camaleón Golf Club at the Mayakoba Resort  
Riviera Maya, Mexico

Eligible players in the 132-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Up to four sponsor exemptions, restricted to players of Spanish or Mexican heritage from Latin America, South America, Spain or Mexico.
- The following **shall not** be eligible:
  - Current PGA National Professional Champion

### **HERO WORLD CHALLENGE**

December 2-5  
Albany, Bahamas

Eligible players for the 20-player field are:

- The winner of the previous Hero World Challenge.
- Winners of the 2020 PGA Championship, U.S. Open and Masters
- Current year winners of the Masters, U.S. Open, The Open Championship and PGA Championship
- Three sponsor exemptions, restricted to players ranked among the top 50 on the Official World Golf Ranking as of September 6, 2021, or the tournament host if not otherwise eligible.
- To complete a field of 20 players, the next available players from the Official World Golf Ranking through September 6, 2021 (TOUR Championship).

**NOTE:** The commitment deadline for all participants is Friday, 5 p.m. EDT, October 1, 2021 to the tournament office: Stacy Stark-Bloch, 949-725-3003 or [ssstark@TGRFoundation.org](mailto:ssstark@TGRFoundation.org).

**QBE SHOOTOUT**

December 10-12

(Pro-ams Wednesday and Thursday, December 8-9)

Tiburón Golf Club

Naples, FL

Eligible players for the 12-team (24-player) field are:

- The 2020 winning team, playing as a team.
- The top 12 available players from the 2020-21 FedExCup Points List through the TOUR Championship.
- Ten (10) special exemptions, a minimum of four (4) must go to PGA TOUR Members.
- If necessary to complete the field, additional sponsor exemptions.

**NOTE:** The tournament shall assign players in teams.

**NOTE:** Commitment deadline is 5 p.m. EDT on Friday, October 8, 2021.

**SENTRY TOURNAMENT OF CHAMPIONS**

January 6-9

Kapalua Resort (The Plantation Course)

Kapalua, Maui, HI

Eligible players are:

- Winners of PGA TOUR cosponsored or approved tournaments in 2021 calendar year, whose victories are considered official
- Winner of the 2020–21 FedExCup
- Winner of the Men's Olympic Golf Competition in the year following the Summer Olympic Games, provided he is a regular member of the PGA TOUR at the time of his victory

**SONY OPEN IN HAWAII**

January 13-16

Waialae Country Club

Honolulu, HI

Eligible players in the 144-player field are those listed in order of priority under Article III, Section A of the Tournament Regulations, except that prior to such players, the following shall first be eligible:

- At the invitation of the host organization, up to three professional golfers from Japan, China, India, Brazil, Mexico, Russia or other emerging markets.

**THE AMERICAN EXPRESS**

January 20-23

PGA WEST—Stadium Course (Host Course), PGA WEST—Nicklaus Tournament Course, and La Quinta Country Club.

La Quinta, CA

Eligible players in the 156-player field are:

- Winners of THE PLAYERS Championship prior to 1996.
- Winners of Masters Tournament, THE PLAYERS Championship, U.S. Open, The Open Championship and PGA Championship in the last five years (2017–2021). (*Note: THE PLAYERS and The Open were not contested in 2020.*)
- Winners of WGC-Mexico Championship and WGC-FedEx St. Jude Invitational in the last three years (2019–2021).
- Winners of WGC-Dell Technologies Match Play from 2019 and 2021.
- Winners of WGC-HSBC Champions from 2019.
- Winners of the Arnold Palmer Invitational presented by Mastercard and the Memorial Tournament in the last three years (2019–2021).
- Winners of the Genesis Invitational from 2020 and 2021.
- The leader from the final FedExCup Points List in each of the last five seasons (2016/17–2020/21).
- Playing members of the last-named U.S. Ryder Cup team (2021).
- Current PGA TOUR members who were playing members from the last named European Ryder Cup team (2021).
- PGA TOUR members who use an exemption for the 2021–22 season as one of the leaders (either top 25 or top 50) from the Official PGA TOUR Career Money List.
- Winners of The American Express prior to 1999, and winners of The American Express in the last ten years (2012–2021).
- Either the current winner of the PGA Section Championship or the current PGA Section Player of the Year where the tournament is played, as determined by the Section.
- Eight sponsor exemptions, restricted as follows:
  - Two from among the current season's PGA TOUR membership
  - Two from among the current season's Top Finishers of the Korn Ferry Tour category
  - Four "unrestricted".
- Up to two foreign players designated by the Commissioner.
- Life members of the PGA TOUR.
- PGA TOUR members from the current Tournament Winners category.
- The top 125 players from the 2020–21 FedExCup Points List.
- If necessary to complete the field, PGA TOUR members from the 2021–22 priority ranking of eligible players after the top 125, in order of their positions on such list, including the top 10 from previous tournament category.

**AT&T PEBBLE BEACH PRO-AM**

February 3-6

Pebble Beach Golf Links (host course), Monterey Peninsula Country Club (Shore Course) and Spyglass Hill Golf Course  
Pebble Beach, CA

Eligible players in the 156-professional field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that prior to such players, the following shall first be eligible:

- Winners of the AT&T Pebble Beach Pro-Am prior to 2000, and winners of the AT&T Pebble Beach Pro-Am in the last five years (2017–2021).
- Winners of Masters Tournament, THE PLAYERS Championship, U.S. Open, The Open Championship and PGA Championship prior to 2000, and winners of these events in the last five years (2017–2021). (*Note: THE PLAYERS and The Open were not contested in 2020.*)

**NOTE:** Open Qualifying will not be held.

**NOTE:** The host organization will team each professional player with an amateur player. The PGA TOUR shall group the professional players and assign starting times. After three rounds, the field will be cut to the low 60 professionals and ties and exactly the low 25 pro-am teams. Professionals placing 61st to 65th and ties will receive FedExCup points and official prize money normally distributed to those places.

**WASTE MANAGEMENT PHOENIX OPEN**

February 10-13

TPC Scottsdale (Stadium Course)  
Scottsdale, AZ

Eligible players in the 132-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following **shall not** be eligible:

- One sponsor exemption from among the current season's Top Finishers of the Korn Ferry Tour category.
- One sponsor exemption from among the current season's membership.
- One "unrestricted" sponsor exemption.
- One open qualifier.
- Current PGA National Professional Champion

**NOTE:** The provision in the Tournament Regulations which states that the field size will be expanded to include the entire Top 125 category does not apply to the Waste Management Phoenix Open.

**THE GENESIS INVITATIONAL**

February 17-20

The Riviera Country Club

Pacific Palisades, California

Eligible players in the 120-player field are:

- Winners of The Genesis Invitational in the last five years (2017–2021).
- Winners of Masters Tournament, THE PLAYERS Championship, U.S. Open, The Open Championship and PGA Championship in the last five years (2017–2021). (*Note: THE PLAYERS and The Open were not contested in 2020.*)
- Winner of the FedExCup from the 2018/19–2020/21 seasons. (*Note: This became a five year exemption starting with the 2018/19 season.*)
- Winners of WGC-Mexico Championship and WGC-FedEx St. Jude Invitational in the last three years (2019–2021).
- Winners of WGC-Dell Technologies Match Play from 2019 and 2021.
- Winners of WGC-HSBC Champions from 2019.
- Winners of the Arnold Palmer Invitational presented by Mastercard and the Memorial Tournament in the last three years (2019–2021).
- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, since the previous season's The Genesis Invitational.
- Winner of the 2021 U.S. Amateur Championship (*NOTE: Such player may turn professional and still be eligible for the exemption.*)
- Current PGA TOUR members who were playing members of the last named U.S. and European Ryder Cup teams (2021).
- The top 125 players from the 2020–21 FedExCup Points List.
- The top 10 players from the 2021–22 FedExCup Points List through the AT&T Pebble Beach Pro-Am
- 12 sponsor exemptions, restricted as follows:
  - Two from among the current season's Top Finishers of the Korn Ferry Tour category
  - Two from among the current season's PGA TOUR membership
  - Eight "unrestricted"
- If necessary to complete a field of 120 players, those players below 10th position from the current FedExCup Points List through the AT&T Pebble Beach Pro-Am, in order of their positions on such list.

**ARNOLD PALMER INVITATIONAL PRESENTED BY MASTERCARD**

March 3-6

Bay Hill Club and Lodge

Orlando, FL

Eligible players in the 120-player field are:

- Winners of the Arnold Palmer Invitational presented by Mastercard prior to 2000, and winners of the Arnold Palmer Invitational presented by Mastercard in the last five years (2017–2021).

**NOTE:** *Winners prior to 2000, who are not otherwise eligible for the event, will be added to the starting field and must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played in the season prior to be eligible in this category. A player who loses his exempt status for failing to meet the scoring average provision may regain exempt status immediately by finishing three strokes or less above the field average for the rounds of golf in which he has played in official money events during the current season, excluding official money team events.*

- Winners of Masters Tournament, THE PLAYERS Championship, U.S. Open, The Open Championship and PGA Championship in the last five years (2017–2021). *(Note: THE PLAYERS and The Open were not contested in 2020.)*
- Winner of the FedExCup from the 2018/19–2020/21 seasons. *(Note: This became a five year exemption starting with the 2018/19 season.)*
- Winners of WGC-Mexico Championship from 2020 and 2021.
- Winners of the WGC-FedEx St. Jude Invitational in the last three years (2019–2021).
- Winners of WGC-Dell Technologies Match Play from 2019 and 2021.
- Winners of WGC-HSBC Champions from 2019.
- Winners of The Genesis Invitational in the last three years (2020–2022).
- Winners of the Memorial Tournament in the last three years (2019–2021).
- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, since the previous season's Arnold Palmer Invitational presented by Mastercard.
- Playing members of the last-named U.S. Ryder Cup team (2021).
- Current PGA TOUR members who were playing members of the last named European Ryder Cup team (2021).
- The winner of the 2021 U.S. Amateur Championship. *(NOTE: Such player may turn professional and still be eligible for the exemption.)*
- Winner of the 2020–2021 Arnold Palmer Award (Rookie of the Year).
- The top 50 players from the Official World Golf Ranking through The Genesis Invitational (Monday, February 21, 2022).
- Life members of the PGA TOUR.
- 18 sponsor exemptions, restricted as follows:
  - Two from among the current season's Top Finishers of the Korn Ferry Tour category.
  - Eight from among the current season's PGA TOUR membership.
  - Eight "unrestricted".
- Up to two foreign players designated by the Commissioner.
- The top 70 players from the final 2020–21 FedExCup Points List.
- Members in the Top 125-Nonmembers category whose points on the non-WGC FedExCup Points List for Non-members for the previous season equals or exceeds the amount of FedExCup points earned by the player finishing in 70th position on the final 2020–21 FedExCup Points List.
- The top 70 players from the 2021–22 FedExCup Points List through The Genesis Invitational.
- Either the current winner of the PGA Section Championship or the current PGA Section Player of the Year where the tournament is played, as determined by the Section.

- If necessary to complete a field of 120 players, those players below 70th position from the 2021–22 FedExCup Points List through The Genesis Invitational, in order of their positions on such list.

## **PUERTO RICO OPEN**

March 3-6

Coco Beach Golf and Country Club

Rio Grande, Puerto Rico

Eligible players in the 120-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Up to four sponsor exemptions, restricted to players from Puerto Rico, the Caribbean, Central America and South America.
- The host organization has a total of 12 additional sponsor exemptions, as follows:
  - Two from among the current season's PGA TOUR membership.
  - 10 "unrestricted".

**NOTE:** The starting field size may be increased in order to include in the starting field those members listed in Section A-1(g) of Article III (Top Finishers from the Korn Ferry Tour).

## **THE PLAYERS CHAMPIONSHIP**

March 10-13

TPC Sawgrass (THE PLAYERS Stadium Course)

Ponte Vedra Beach, FL

Eligible players in the 144-player field are:

- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, since the last played PLAYERS Championship.
- The top 125 players from the 2020-21 FedExCup Points List.
- Winners of Masters Tournament from the years 2017-2021.
- Winners of THE PLAYERS Championship and The Open Championship from the years 2016-2019 and 2021.
- Winners of the U.S. Open and PGA Championship from the years 2016-2021.
- Winner of the FedExCup from the 2018/19–2020/21 seasons. (*Note: This became a five year exemption starting with the 2018/19 season.*)
- Winners of WGC-Mexico Championship from the years 2019–2021.
- Winners of WGC-Dell Technologies Match Play from the years 2018, 2019 and 2021.
- Winners of WGC-FedEx St. Jude Invitational from the years 2018–2021.
- Winners of WGC-HSBC Champions from the years 2018 and 2019.
- Winners of The Genesis Invitational from the years 2020–2022.
- Winners of the Arnold Palmer Invitational presented by Mastercard from the years 2019-2022.
- Winners of the Memorial Tournament from the years 2018–2021.
- Current Men's Golf Olympic Gold Medalist (one-year only).
- The top 50 players from the Official World Golf Ranking through the Honda Classic (Monday, February 28, 2022.)
- The top 10 players from the 2021–22 FedExCup Points List through the Honda Classic.

- The winner of the previous year's Bridgestone SENIOR PLAYERS Championship.
- The leading points winner from the 2020-21 Top 25 Korn Ferry Tour Regular Season players using combined points earned on the Official Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals and the leading points winner from the 2021 Korn Ferry Tour Finals.
- If necessary to complete a field of 144 players, PGA TOUR members from the 2021-22 FedExCup Points List below 10th position through the Honda Classic, in order of their positions on such list.

**NOTE:** THE PLAYERS Championship was cancelled in 2020 due to COVID-19.

## **WORLD GOLF CHAMPIONSHIPS-DELL TECHNOLOGIES MATCH PLAY**

March 23-27

Austin Country Club

Austin, TX

Eligible players in the 64-player field are:

- The top 64 available players to a floor of 100 from the Official World Golf Ranking, as of the Monday one week prior to the week of the tournament (March 14, 2022).

**NOTE:** In the event of ties at any of the 64 starting positions, the ties will be broken by the following criteria, in order:

- Total Official World Golf Ranking points earned in the most recent 52-week period, ending with the Ranking released on the Monday one week prior to the week of the tournament (March 14, 2022).
- Total Official World Golf Ranking points earned in the most recent 13-week period, ending with the Ranking released on the Monday one week prior to the week of the tournament (March 14, 2022).

## **FORMAT:**

Wednesday to Friday: A series of Group Stage matches will take place over the first 3 days with the field of 64 players split into 16 groups of 4 and each player playing the other 3 players in their group once. Points will be awarded as follows: Win = 1 point; Halved match – ½ point; Loss = 0 points. The player who has accumulated the most points\* within each group at the end of the Group Stage matches will advance to the 16 player Knockout Stage matches where traditional match play will decide all subsequent matches.

The following process will be used to fill the 16 groups of four players:

- The top 16 ranked players from the OWGR as of Monday, March 21, 2022 will be placed in order in groups 1 to 16.
- The remaining 48 players will be split into three criteria:
  - Players with OWGR ranking 17-32
  - Players with OWGR ranking 33-48
  - Players with OWGR ranking 49-64
- To complete group 1, one player from each of the above 3 criteria will be selected by random draw. This process will be repeated for groups 2-16.



Saturday AM: 8 x elimination matches (16 players)

Saturday PM: 4 x quarter-finals

Sunday AM: 2 x semi-finals

Sunday PM: 18 hole final & consolation match for losing semi-finalists

\*In the event of a tie between two or three players in a group at the conclusion of the Group Stage matches, a hole by hole play-off (to take place once all scheduled group matches have teed off on the final day of the Group Stage matches), will decide the player that will advance to the Knock-out Stage matches.

**WITHDRAWALS & SUBSTITUTIONS POLICY:**

After the commitment deadline and up to one hour prior to the telecast to determine the seed numbers, a Player who withdraws from the WGC - Dell Technologies Match Play will be replaced by the highest eligible Player from the list of eligible Players, provided such Player is ranked among the top 100 Players on the Official World Golf Ranking as of the eligibility cut-off for the tournament.

After one hour prior to the start of the telecast to determine the seed numbers, a Player who withdraws, or is disqualified prior to the start of his first Group Stage match will be replaced by the highest available Player from the list of eligible Players, provided such Player is ranked among the top 100 Players on the Official World Golf Ranking as of the eligibility cut-off for the tournament. The Player will take the place of the player who withdrew or was disqualified in the seed numbers.

In the event that another eligible Player is not available, the number of Players in the group that the Player has withdrawn from, will be reduced. The leading\* Player from that group at the end of the Group Stage matches will still advance to the Knockout Stage matches as per all other groups.

After starting his first Group Stage match, a Player that concedes or is disqualified from a Group Stage match, is eligible to play in remaining Group Stage matches and advance to the Knockout Stage matches should he have the highest points total in his group or win a hole by hole playoff if one is required.

After starting his first Group Stage match, a player that withdraws from the tournament during the Group Stage matches is deemed to concede any of his Group Stage matches not played to a conclusion and the result of any of his Group Stage matches already played to a conclusion shall stand.

A player that qualifies for Knockout Stage matches who subsequently withdraws from the tournament concedes his Knockout State match that has not been played to a conclusion.

**PRIZE MONEY:**

A player who withdraws or is disqualified prior to the start of his first Group Stage match at the WGC – Dell Technologies Match Play will be ineligible to receive prize money or FedExCup Points.

At any time after starting his first Group Stage match, a Player who withdraws from the WGC - Dell Technologies Match Play will receive official prize money based on the results of his Group Stage matches to that point or thereafter his finish position in the subsequent Knockout Stage matches.

**CORALES PUNTACANA RESORT & CLUB CHAMPIONSHIP**

March 24-27

Puntacana Resort & Golf Club

Punta Cana, Dominican Republic

Eligible players in the 120-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Up to four sponsor exemptions restricted to players from Latin America.
  - The host organization has 12 additional sponsor exemptions restricted, as follows
    - Two from among the current season's PGA TOUR membership
    - 10 "unrestricted".

**NOTE:** The starting field size may be expanded in order to include in the starting field those members listed in Section A-1(g) of Article III (Top Finishers from the Korn Ferry Tour).

**VALERO TEXAS OPEN**

March 31 - April 3

TPC San Antonio (AT&T Oaks Course)

San Antonio, TX

Eligible players in the 144-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Up to four sponsor exemptions, restricted to nonmember professionals who are qualified for the Masters Tournament and ranked among the top 100 players on the Official World Golf Ranking through the event scheduled to conclude four weeks prior to the final round of the Valero Texas Open (i.e. through the Arnold Palmer Invitational).

**MASTERS TOURNAMENT**

April 7-10

Augusta National Golf Club

Augusta, GA

Eligible players for invitation are:

- Former winners of the Masters Tournament.
- Winners of the U.S. Open, The Open Championship and PGA Championship in the last five years.
- Winners of THE PLAYERS Championship in the last three years.
- Current Olympic Gold Medalist (one year exemption).
- Current winner and runner-up of the U.S. Amateur Championship, if still an amateur player.
- Current winner of The Amateur Championship conducted by the R&A, if still an amateur player.
- Current Asia-Pacific Amateur Champion, if still an amateur player.
- Current winner of the Latin America Amateur Championship, if still an amateur player.
- Current U.S. Mid-Amateur Champion, if still an amateur player.
- The top 12 finishers and ties from the previous year's Masters Tournament.
- The top 4 finishers and ties from the previous year's U.S. Open.
- The top 4 finishers and ties from the previous year's The Open Championship.
- The top 4 finishers and ties from the previous year's PGA Championship.

- Winners of PGA TOUR events whose victories are considered official since the previous year's Masters that award a full point allocation for the TOUR Championship (excluding team tournaments).
- Those players who qualified for the previous year's TOUR Championship.
- The top 50 players from the Official World Golf Ranking for the previous calendar year.
- The top 50 players from the Official World Golf Ranking published during the week prior to the current Masters Tournament.
- The Masters Tournament Committee, at its discretion, also invites international players not otherwise qualified.

## **RBC HERITAGE**

April 14-17

Harbour Town Golf Links

Hilton Head Island, SC

Eligible players in the 132-player field are:

- Winners of RBC Heritage prior to 2000, and winners of RBC Heritage in the last five years (2017–2021).

**NOTE:** *Winners prior to 2000, who are not otherwise eligible for the event, will be added to the starting field and must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played in the season prior to be eligible in this category. A player who loses his exempt status for failing to meet the scoring average provision may regain exempt status immediately by finishing three strokes or less above the field average for the rounds of golf in which he has played in official money events during the current season, excluding official money team events.*

- Winners of the U.S. Open or PGA Championship prior to 2005 who played in a minimum of 15 PGA TOUR cosponsored or approved tournaments in the 2020–2021 season, provided however the Commissioner shall have the discretion to waive such 15 event minimum if a player otherwise eligible pursuant to this eligibility criteria did not play 15 events in the prior season as a result of an injury and would have qualified for a medical extension if he had applied for one and Winners of the U.S. Open or PGA Championship in the last five years (2017–2021).
- Winners of the Masters Tournament in the last five years (2018–2022).
- Winners of THE PLAYERS Championship from the years 2017–2019 and 2021–2022.
- Winners of The Open Championship in the last five years (2017–2021).
- Winners of the WGC-Mexico Championship from 2020 and 2021.
- Winners of the WGC-Dell Technologies Match Play from 2021 and 2022.
- Winners of the WGC-FedEx St Jude Invitational in the last three years (2019–2021).
- Winner of the WGC-HSBC Champions in 2019.
- Winners of The Genesis Invitational and the Arnold Palmer Invitational presented by Mastercard in the last three years (2020–2022).
- Winner of the Memorial Tournament in the last three years (2019–2021).
- Winner of the 2021 U.S. Amateur Championship. (*NOTE: Such player may turn professional and still be eligible for the exemption.*)
- The leader from the final FedExCup Points List in each of the last five seasons (2016/17–2020/21).
- Playing members of the last-named U.S. Ryder Cup team (2021).
- Current PGA TOUR members who were playing members from the last-named European Ryder Cup team (2021).

- The top 50 players from the Official World Golf Ranking through the completion of the WGC-Dell Technologies Match Play/Corales Puntacana Championship (Monday, March 28, 2022).
- Eight sponsor exemptions, restricted as follows:
  - Two from among the current season's PGA TOUR membership.
  - Two from among the current season's Top Finishers of the Korn Ferry Tour.
  - Four "unrestricted".
- Up to two foreign players designated by the Commissioner.
- Either the current or prior year winner of the PGA Section Championship or current or prior year winner of the PGA Section Player of the Year where the tournament is played, as determined by the section.
- PGA TOUR members who use an exemption for the 2021–22 season as one of the leaders (either top 25 or top 50) on the Official PGA TOUR Career Money List.
- Life members of the PGA TOUR.
- The top 125 players from the 2020–21 FedExCup Points List.
- Members in the Top 125-Nonmembers category whose points on the Non-WGC FedExCup Points List for Non-Members for the previous season equal or exceed the amount of FedExCup points earned by the player finishing in 125th position on the 2020–21 FedExCup Points List.
- PGA TOUR members from the current Tournament Winners category.
- The 20 players who are leading on the 2021–22 FedExCup Points List through the Valero Texas Open.
- Five players, not otherwise eligible, who are leading on the 2021–22 FedExCup Points List through the Valero Texas Open.
- If necessary to complete a field of 132 players, PGA TOUR members from the 2021–22 priority ranking of eligible players, after the Top 125 Non-Member category, in order of their positions on such list, including the Top 10 from Previous Tournament category.

## **ZURICH CLASSIC OF NEW ORLEANS**

April 21-24

TPC Louisiana

New Orleans, LA

**FORMAT:** The tournament is a 72-hole stroke play team event with each team comprised of two professionals. The first and third rounds are four-ball (best ball) play and the second and final rounds are foursomes (alternate shot) play.

Eligible players for the 80-team (160 player) field are those players in priority order under Article III, Section A of the Tournament Regulations, except that the following **shall not** be eligible:

- Open Qualifying
- Top 10 from Previous Tournament
- The Current PGA National Professional Champion and the Local PGA Section exemption are only eligible if they both commit and play as a team

The host organization will have a total of 8 sponsor exemptions:

- Two from among the current season's membership
- Two from among the current season's Top Finishers of the Korn Ferry Tour category
- Four "unrestricted"

**NOTE:** The provision in the Tournament Regulations which states that the field size will be expanded to include the entire Top 125 prior season's FedExCup points category does not apply to the Zurich Classic of New Orleans.

**NOTE:** The Tournament Host Organization must ensure sponsor exemptions have a pre-defined teammate from among those players who can pick a partner or other sponsor exemptions prior to committing such player. No amateur will be allowed to accept a sponsor exemption. Sponsor exemptions cannot access the field off their own category position after the commitment deadline.

- The top available members will select a player of their choosing from among PGA TOUR Members eligible for tournament play as defined in the PGA TOUR Tournament Regulations. Both team members must be committed by the commitment deadline.
- Any players eligible for the field who have not confirmed a partner by the commitment deadline, will be assigned a partner based on priority order under Article III, Section A of Tournament Regulations (i.e. 1 and 2 partner, 3 and 4 partner, etc.)

Withdrawal Policy:

- For the purposes of this policy, the top available member who is eligible to select a partner shall be referred to as "exempt".

Exempt player withdrawal:

- In the event an exempt player withdraws prior to the commitment deadline and his partner would have otherwise been exempt, the partner remains in the field and may select a new partner as outlined in the regulations.
- In the event an exempt player withdraws prior to the commitment deadline and his partner would not have otherwise been exempt, the partner is also withdrawn from the field and is replaced by the highest ranking alternate who may then select a partner as outlined in the regulations.
- In the event an exempt player withdraws after the commitment deadline but before 12 noon (local time at the tournament site) Tuesday of tournament week and his partner would have otherwise been exempt, the partner remains in the field and may select a player of their choosing from among PGA TOUR Members eligible for tournament play as defined in the PGA TOUR Tournament Regulations regardless of commitment status.
- In the event an exempt player withdraws after the commitment deadline but before 12 noon (local time at the tournament site) Tuesday of tournament week and his partner would not have otherwise been exempt, the partner is also withdrawn from the field and is replaced by the highest ranking alternate who may select a player of his choosing from among PGA TOUR Members eligible for tournament play as defined in the PGA TOUR Tournament Regulations regardless of commitment status.
- In the event an exempt player withdraws after 12 noon (local time at the tournament site) Tuesday of tournament week and his partner would not have otherwise been exempt, the partner will remain in the field provided that the exempt player was on-site and registered for the event. The partner remaining in the field teams with the highest ranking alternate.

Partner withdrawal:

- If the exempt player's partner withdraws prior to the commitment deadline, he may select a new partner as outlined in the regulations.
- If the exempt player's partner withdraws after the commitment deadline but before 12 noon (local time at the tournament site) Tuesday of tournament week, he may select a player of his choosing from among PGA TOUR Members eligible for tournament play as defined in the PGA

TOUR Tournament Regulations regardless of commitment status.

- If the exempt player's partner withdraws after 12 noon (local time at the tournament site) Tuesday of tournament week, he remains in the field and teams with the highest ranking alternate.

Sponsor Exemption withdrawal:

- Prior to the commitment deadline should the exempt player who is the teammate of a sponsor exemption withdraw, the host organization must secure another teammate from among the exempt players.
- After the commitment deadline but before 12 noon (local time at the tournament site) Tuesday of tournament week should the exempt player who is the teammate of a sponsor exemption withdraw, the sponsor exemption is also withdrawn from the tournament unless the first alternate agrees to partner with the sponsor exemption.
- After 12 noon (local time at the tournament site) Tuesday of tournament week should the exempt player who is the teammate of a sponsor exemption withdraw, the sponsor exemption stays in the field and teams with the highest ranking alternate.
- If an unrestricted sponsor exemption withdraws, the host organization may replace that exemption with a player of their choosing up until the commencement of the tournament.
- If a sponsor exemption restricted to PGA TOUR members or restricted to the Korn Ferry Tour category withdraws, the host organization may replace that exemption with a player of their choosing before 12 noon (local time at tournament site) the Tuesday of tournament week. At or after 12 noon (local time at the tournament site) the Tuesday of tournament week, the sponsor exemption withdrawal will be replaced by the highest ranking alternate.

**NOTE:** Cut size will be 33 teams and any ties at 33rd position.

**NOTE:** FedExCup points and official prize money will use an alternate distribution whereby the corresponding finish positions from the standard distribution are combined and split in two (i.e. 500 points for 1st place and 300 points for 2nd place = 800 point for the team/400 points for each player and so on down the list for 3rd and 4th for the 2nd place team, etc.)

**NOTE:** The Top-5 finishing teams and ties will advance into the following open event.

**NOTE:** The official pro-am will consist of the professional team and three amateurs.

**NOTE:** A hole-by-hole (sudden death) playoff will be contested with the first hole played as four-somes, the second hole played as four-ball, then alternating formats every hole, thereafter, on a set rotation of holes. The rotation of holes will be determined by the Rules committee.

## **MEXICO CHAMPIONSHIP**

April 28 - May 1

Course TBD

Mexico City, Mexico

Eligible players in the 132-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Up to four sponsor exemptions, restricted to players from Latin America.
- The following **shall not** be eligible:
  - Current PGA National Professional Champion

**AT&T BYRON NELSON**

May 12-15  
TPC Craig Ranch  
McKinney, Texas

Eligible players in the 156-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- The winner of the 2021 Byron Nelson Collegiate Golf Award

**PGA CHAMPIONSHIP**

May 19-22  
Southern Hills Country Club  
Tulsa, OK

**NOTE:** Eligibility subject to change. Please refer to the PGA Championship entry form.

**NOTE:** All contestants in the Championship (except international players) must be a PGA of America member in good standing.

Eligible players in the 156-player field are:

- All former winners of the PGA Championship.
- Winners of the last five Masters (2018-2022).
- Winners of the last five U.S. Opens (2017-2021).
- Winners of The Open Championship in the last five years (2017-2021).
- Winners of the THE PLAYERS Championship in the last three years (2020-2022).
- Winner of the 2021 KitchenAid Senior PGA Championship.
- The top 15 finishers and ties from the 2021 PGA Championship.
- The top 20 finishers from the 2022 PGA Professional Championship.
- The top 70 players who have earned the most official PGA TOUR prize money, from the 2021 AT&T Byron Nelson through the 2022 Wells Fargo Championship (ending May 8, 2022).
- Playing members of the last-named U.S. and European Ryder Cup teams (2021), provided they remain within the top 100 on the Official World Golf Ranking as of May 8, 2022.
- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, from the 2021 Charles Schwab Challenge to the 2022 PGA Championship.
- Special exemptions selected by the PGA of America.
- If necessary to complete the field, those players beyond the top 70 players who have earned the most official PGA TOUR prize money, from the 2021 AT&T Byron Nelson through the 2022 Wells Fargo Championship, in order of their positions on such list.

**CHARLES SCHWAB CHALLENGE**

May 26-29  
Colonial Country Club  
Ft. Worth, TX

Eligible players in the 120-player field are:

- Winners of the Charles Schwab Challenge prior to 2000, winners of the Charles Schwab Challenge in the last five years (2017–2021), and all former winners from 2000 and beyond who

were among the top 150 finishers on the previous season's FedExCup Points List.

**NOTE:** *Winners prior to 2000, who are not otherwise eligible for the event, will be added to the starting field and must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played in the season prior to be eligible in this category. A player who loses his exempt status for failing to meet the scoring average provision may regain exempt status immediately by finishing three strokes or less above the field average for the rounds of golf in which he has played in official money events during the current season, excluding official money team events.*

- Winners of THE PLAYERS Championship in the last five years (2018–2022). (*Note: THE PLAYERS wasn't contested in 2020.*)
- Winner's of the Masters Tournament in the last five years (2018–2022).
- Winners of the U.S. Open in the last five years (2017–2021).
- Winners of The Open Championship in the last five years (2017–2021). (*Note: The Open wasn't contested in 2020.*)
- Winners of the PGA Championship from 2017–2022.
- Winner of the FedExCup from the 2018/19–2020/21 seasons. (*Note: This became a five year exemption starting with the 2018/19 season.*)
- Winners of the WGC-Mexico Championship from the years 2020 and 2021.
- Winners of the WGC-Dell Technologies Match Play from the years 2021 and 2022.
- Winners of the WGC-FedEx St Jude Invitational in the last three years (2019–2021).
- Winner of the WGC-HSBC Champions from 2019.
- Winners of The Genesis Invitational and the Arnold Palmer Invitational presented by Mastercard in the last three years (2020–2022).
- Winners of the Memorial Tournament in the last three years (2019–2021).
- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, since the previous season's Charles Schwab Challenge.
- Playing members of the last-named U.S. Ryder Cup team (2021).
- Current PGA TOUR members who were playing members from the last-named European Ryder Cup team (2021).
- Two players selected by the current and former winners of the Charles Schwab Challenge.
- The top 15 finishers and ties (including PGA TOUR nonmembers) from the 2021 Charles Schwab Challenge.
- 12 sponsor exemptions, restricted as follows:
  - Two from among the current season's Top Finishers of the Korn Ferry Tour category.
  - Six from among the current season's PGA TOUR membership.
  - Four "unrestricted".
- Up to two foreign players designated by the Commissioner.
- The top 50 players from the Official World Golf Ranking through the completion of the Masters Tournament (Monday, April 11, 2022.)
- The top 80 players from the 2020–21 FedExCup Points List.
- Members in the Top 125-Nonmembers category whose points on the Non-WGC FedExCup Points List for Non-Members for the previous season equals or exceeds the amount of FedExCup points earned by the player finishing in 80th position on the 2020–21 FedExCup Points List.
- The top 80 players from the 2021–22 FedExCup Points List the AT&T Byron Nelson.
- If necessary to complete a field of 120 players, those players below 80th position from the 2021–22 FedExCup Points List through the AT&T Byron Nelson, in order of their positions on such list.



**THE MEMORIAL TOURNAMENT PRESENTED BY WORKDAY**

June 2-5

Muirfield Village Golf Club

Dublin, OH

Eligible players in the 120-player field are:

- Winners of the Memorial Tournament prior to 1997 and winners of the Memorial Tournament in the last five years (2017–2021).

**NOTE:** *Winners prior to 1997, who are not otherwise eligible for the event, will be added to the starting field and must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played in the season prior to be eligible in this category. A player who loses his exempt status for failing to meet the scoring average provision may regain exempt status immediately by finishing three strokes or less above the field average for the rounds of golf in which he has played in official money events during the current season, excluding official money team events.*

- Winners of THE PLAYERS Championship in the last five years (2018–2022). (*Note: THE PLAYERS wasn't contested in 2020.*)
- Winner's of the Masters Tournament in the last five years (2018–2022).
- Winners of the U.S. Open in the last five years (2017–2021).
- Winners of The Open Championship in the last five years (2017–2021). (*Note: The Open wasn't contested in 2020.*)
- Winners of the PGA Championship from 2017–2022.
- Winner of the FedExCup from the 2018/19–2020/21 seasons. (*Note: This became a five year exemption starting with the 2018/19 season.*)
- Winners of the WGC-Mexico Championship from the years 2020 and 2021.
- Winners of the WGC-Dell Technologies Match Play from the years 2021 and 2022.
- Winners of the WGC-FedEx St Jude Invitational in the last three years (2019–2021).
- Winner of the WGC-HSBC Champions from 2019.
- Winners of The Genesis Invitational and the Arnold Palmer Invitational presented by Mastercard in the last three years (2020–2022).
- Winners of PGA TOUR cosponsored or approved tournaments, whose victories are considered official, since the previous season's Memorial Tournament.
- Playing members of the last-named U.S. and European Ryder Cup teams (2021).
- Winner of the 2021 U.S. Amateur Championship. (*Note: Such player may turn professional and still be eligible for the exemption.*)
- Winner of The 2021 Amateur Championship conducted by the R&A. (*Note: Such player may turn professional and still be eligible for the exemption.*)
- Up to four players selected by the tournament from among the money leaders on the PGA European Tour, Asian Tour, Australasian Tour, Sunshine Tour and Japan Golf Tour official money lists.
- Up to fourteen sponsor exemptions, restricted as follows:
  - Six from among the current season's PGA TOUR membership.
  - Two from among the current season's Top Finishers of the Korn Ferry Tour category.
  - Six "unrestricted".
- The top 50 players from the Official World Golf Ranking through completion of the PGA Championship (Monday, May 23, 2022).
- The top 70 players from the 2020–2021 FedExCup Points List.
- Members in the Top 125-Nonmembers category whose points on the Non-WGC FedExCup Points List for Non-Members for the previous season equals or exceeds the amount of FedExCup points earned by the player finishing in 70th position on the 2020–2021 FedExCup Points List.

- The top 70 players from the 2021–2022 FedExCup Points List through the completion of the PGA Championship (Monday, May 23, 2022).
- The Division I College Player of the Year from 2021 (the Jack Nicklaus Award), as selected by the Golf Coaches Association of America. (*Note: Such player may turn professional and still be eligible for the exemption.*)
- If necessary to complete a field of 120 players, PGA TOUR members beyond 70th position from both the 2021–2022 FedExCup Points List through the PGA Championship and the 2020–2021 FedExCup Points List on an alternating basis beginning with the current season FedExCup Points List and in order of their positions on such FedExCup Points List (i.e., 71st player from current season's FedExCup Points List, 71st player from prior season's FedExCup Points List, 72nd player from current season's FedExCup Points List, and so on).

### **RBC CANADIAN OPEN**

June 9-12

St. George's Golf and Country Club

Toronto, Ontario, Canada

Eligible players in the 156-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- 12 "unrestricted" sponsor exemptions
  - The host shall have a total of 20 sponsor exemptions, restricted as follows:
    - Two from among the current season's membership
    - Two from among the current season's Top Finishers from the Korn Ferry Tour category
    - 16 "unrestricted"

### **U.S. OPEN**

June 16-19

The Country Club

Brookline, Massachusetts

Eligibility for the 2022 U.S. Open is still being determined and will be announced at a later date.

### **GENESIS SCOTTISH OPEN**

July 7-10

Course TBD

Location TBD

Eligible players in the 156-player field are:

- 72 players from the PGA TOUR
  - Top 30 players from the 2020-2021 FedExCup Points List
  - To complete the 72 players, those players from the 2021-2022 FedExCup Points List, as of date TBD
- 72 players from the European Tour eligibility ranking
  - Eligibility categories to be finalized

- 8 tournament invitations
  - One allocated to the winner of the 2021 KPGA Genesis Championship
  - Two from among the current season's PGA TOUR membership
  - Two from among the current season's European Tour membership
  - Three "unrestricted"
- The leading 2 available players from the KPGA Genesis Points List, as of date TBD
- 2 national spots (*Note: If National spots are eliminated, PGA TOUR and European Tour eligible players will increase to 73.*)
- Any withdrawal from the PGA TOUR and European Tour ranking will be replaced by the next eligible and committed player within that category until 12 noon local tournament time Tuesday of tournament week. After this time, unless PGA TOUR has any reserves registered and on site, any withdrawals will be replaced by the next eligible and committed player from the European Tour ranking.

**NOTE:** A purse breakdown similar to World Golf Championship events will be used.

**NOTE:** Commitment deadline will be outside the normal deadline, to be determined.

### **BARBASOL CHAMPIONSHIP**

July 7-10

Keene Trace Golf Club (Champions Course)

Nicholasville, KY

Eligible players in the 156-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Top 50 available players from the European Tour category ranking to a floor of category 17
- The host has a total of 8 sponsor exemptions:
- Two from among the current season's PGA TOUR membership
  - Six "unrestricted"

**NOTE:** The starting field size may be increased in order to include in the starting field those members listed in Section A-1(g) of Article III (Top Finishers of the Korn Ferry Tour category).

**NOTE:** Non-members are ineligible to "Top 10" out of this event.

**NOTE:** Any withdrawal from the PGA TOUR and European Tour ranking will be replaced by the next eligible and committed player within that category until 12 noon local tournament time Tuesday of tournament week. After this time, unless European Tour has any reserves registered and on site, any withdrawals will be replaced by the next eligible and committed player from the PGA TOUR ranking.

### **THE OPEN CHAMPIONSHIP**

July 14-17

St. Andrews Links (Old Course)

St. Andrews, Fife, Scotland

Eligibility for The 150th Open at St. Andrews is still being determined and will be announced at a later date.

**BARRACUDA CHAMPIONSHIP**

July 14-17  
Tahoe Mountain Club (Old Greenwood)  
Truckee, CA

Eligible players in the 156-player field are those players listed in order of priority under Article III, Section A of the Tournament Regulations, except that the following shall first be eligible:

- Top 50 available players from the European Tour category ranking to a floor of category 17
- The host has a total of 8 sponsor exemptions:
- Two from among the current season’s PGA TOUR membership
  - Six “unrestricted”

**NOTE:** The starting field size may be increased in order to include in the starting field those members listed in Section A-1(g) of Article III (Top Finishers of the Korn Ferry Tour category).

**NOTE:** Non-members are ineligible to “Top 10” out of this event.

**NOTE:** Any withdrawal from the PGA TOUR and European Tour ranking will be replaced by the next eligible and committed player within that category until 12 noon local tournament time Tuesday of tournament week. After this time, unless European Tour has any reserves registered and on site, any withdrawals will be replaced by the next eligible and committed player from the PGA TOUR ranking.

**Modified Stableford Format will be used.**

Score	Points	Score	Points
Double Eagle	+8	Par	0
Eagle	+5	Bogey	-1
Birdie	+2	Double Bogey	-3
		or worse	

**FEDEX ST. JUDE CHAMPIONSHIP**

August 11-14  
TPC Southwind  
Memphis, TN

Eligible players are:

- The top 125 players plus ties from the 2021–2022 FedExCup Points List through the Wyndham Championship.

**BMW CHAMPIONSHIP**

August 18-21  
Wilmington Country Club (South Course)  
Wilmington, DE

Eligible players are:

- The top 70 players plus ties from the 2021–2022 FedExCup Points List through the FedEx St. Jude Championship.

**TOUR CHAMPIONSHIP**

August 25-28  
East Lake Golf Club  
Atlanta, GA

Eligible players are:

- The top 30 players plus ties from the 2021–2022 FedExCup Points List through the BMW Championship.

**PRESIDENTS CUP**

September 22-25, 2022  
Quail Hollow Club  
Charlotte, North Carolina

**United States Team**

- The top six (6) U.S. PGA TOUR members who have earned the most FedExCup points from the 2019 A Military Tribute at the Greenbrier through the 2022 BMW Championship, weighted as follows:
  - 2019 A Military Tribute at the Greenbrier through 2020 BMW Championship:
    - 1 FedExCup point = 0.5 point
  - 2020 Safeway Open through 2021 BMW Championship:
    - 1 FedExCup point = 1 points
  - 2021 Fortinet Championship through 2022 BMW Championship:
    - 1 FedExCup point = 3 points
- Six (6) Captain's selections, to be named on date(s) to be determined.

**NOTE:** Presidents Cup points for FedExCup Playoffs Events will be weighted the same as World Golf Championships.

**International Team**

- The top eight (8) international players (excluding those eligible for the European Ryder Cup team) from the Presidents Cup International Team points list who average the most Presidents Cup International Team points from July 15, 2021 (The Open Championship) through August 21, 2022 (BMW Championship), weighted as follows:
  - 2021 Open Championship through April 15, 2022 (AT&T Byron Nelson):
    - 1 International Team Point = 1 point
  - 2022 PGA Championship through August 21, 2022 (BMW Championship):
    - 1 International Team Point = 1.25 points
- Four (4) Captain's selections, to be named on date(s) to be determined.

**NOTE:** To be eligible from the Presidents Cup International Team Points List, a player must compete in 15 or more events awarding Official World Golf Ranking points during the qualification period.

# NATIONALITY POLICY

## I. General

Any Athlete in an International Golf Competition (Section II) must be a national of the country which the Athlete is representing or under which the Athlete is eligible for the competition.

The IGF publishes this policy ("Nationality Policy") as it pertains to matters relating to the determination of the country which an Athlete may represent in an International Golf Competition listed below, and from time-to-time will advise sanctioning organizations of International Golf Competitions as to guidelines and standards on making determinations on an Athlete's nationality.

Each sanctioning organization has adopted the Nationality Policy and shares decisions based on nationality with the IGF and other sanctioning organizations. All matters relating to the determination of the country which an Athlete may represent in an International Golf Competition listed below shall be resolved by the sanctioning organization for that event, in its sole discretion.

## II. International Golf Competitions

For the purposes of this policy, International Golf Competitions are as follows:

Women's Competitions	Sanctioning Organization
Espirito Santo Trophy	International Golf Federation
Solheim Cup	LPGA
International Crown	LPGA
Olympic Games	International Golf Federation
Youth Olympic Games	International Golf Federation
Men's Competitions	Sanctioning Organization
Eisenhower Trophy	International Golf Federation
Ryder Cup	European Tour & PGA of America
Presidents Cup	PGA TOUR
Olympic Games	International Golf Federation
Youth Olympic Games	International Golf Federation
World Cup	International Federation of PGA Tours

## III. Nationality

An Athlete will be considered a national of a country if the Athlete is a citizen of the country, as defined by the laws of such country.

An Athlete who is a national of two or more countries at the same time may represent either one of them, as the Athlete may elect. However, after having represented one country in an International Golf Competition, the Athlete may not represent another country unless first meeting the conditions set forth below that apply to persons who have changed their nationality or acquired a new nationality.

An Athlete who has represented one country in an International Golf Competition, and who has changed nationality or acquired a new nationality, may participate in another International Golf Competition representing the new country provided that, as of the start of the qualification period for such event, at least four years have passed since the Athlete last represented his/her former

country. This period may be extended, reduced or even cancelled, with the agreement of the sanctioning organization, which takes into account the circumstances of each case and any applicable guidelines and standards provided by the IGF.

If an associated state, province or overseas department, a country or colony acquires independence, if a country becomes incorporated within another country by reason of a change of border, or if a country merges with another country, an Athlete may continue to represent the country to which the Athlete belongs or belonged. However, if the Athlete prefers, the Athlete may elect to represent the new country. This particular choice may be made only once for any other International Golf Event including future Olympic Games.

Furthermore, in all cases in which an Athlete would be eligible to participate in an International Golf Competition, either by representing another country than his/hers or by having the choice as to the country which such Athlete intends to represent, the sanctioning organization may take all decisions of a general or individual nature with regard to issues resulting from nationality, citizenship, domicile or residence of any Athlete, including the duration of any waiting period, taking into account the circumstances of each case and any applicable guidelines and standards provided by the IGF.

**IV. Countries and Continents**

For the purposes of defining a country (or territory, if applicable) of which an Athlete is a national, the current list of National Olympic Committees as recognized by the International Olympic Committee will be used. For International Golf Competitions other than the Olympic Games and Youth Olympic Games, England, Scotland and Wales will be considered to be separate countries.

For the purposes of defining the continent of Europe as it relates only to certain International Golf Competitions which either include all countries within Europe as a team or exclude all countries within Europe from a team, the following countries will be considered to be within Europe and not part of regions other than Europe:

Albania	Cyprus	Ireland	Monaco	Republic
Andorra	Czech Republic	Israel	Montenegro	Slovenia
Armenia	Denmark	Italy	Norway	Spain
Austria	Estonia	Kazakhstan	Poland	Sweden
Azerbaijan	Finland	Latvia	Portugal	Switzerland
Belarus	France	Liechtenstein	Romania	The Netherlands
Belgium	Georgia	Lithuania	Russian	Turkey
Bosnia and	Germany	Luxembourg	Federation	Ukraine
Herzegovina	Greece	Macedonia	San Marino	United Kingdom
Bulgaria	Hungary	Malta	Serbia	
Croatia	Iceland	Moldova	Slovak	

**V. Rankings**

An Athlete should ensure that his/her nationality is correctly listed on the appropriate world golf ranking system. For women's International Golf Competitions, this shall be the Rolex Women's World Rankings. For men's International Golf Competitions, this shall be the Official World Golf Rankings. For the purposes of applying this policy, the Athlete will be presumed to be a national of the country listed on the appropriate world rankings system, subject to verification in accordance with this policy. Any decisions taken related to an Athlete's nationality in accordance with

this policy shall be referred by the IGF to the appropriate ranking system, who shall display the correct nationality of each Athlete within the rankings.

An Athlete eligible to participate in an International Golf Competition by representing another country to the one previously represented (by either changing nationality or acquiring a new nationality) in accordance with this policy will only be eligible for International Golf Competitions for which the qualification period has not yet started, unless otherwise allowed by the sanctioning organization.

An Athlete eligible to participate in an International Golf Competition by having the choice as to the country which such Athlete intends to represent in accordance with this policy will only be eligible for International Golf Competitions for which the qualification period has not yet started, unless otherwise allowed by the sanctioning organization.

An Athlete who changes his/her nationality for an International Golf Competition prior to the qualifications and eligibility period beginning for such event, yet subsequently fails to qualify for the competition, is subject to the provisions of this policy including the time periods prescribed herein.

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## GENERAL ADMINISTRATIVE MATTERS

### PLAYER IDENTIFICATION

PGA TOUR members will receive a personal photo ID and family credentials, which serve as identification at all cosponsored tournaments. Players are responsible for their minor children and their conduct in the Player Family dining area and elsewhere on course. If lost, replacement credentials are available through PGA TOUR Headquarters at a cost of **\$50 per family credential and photo ID card**.

### OTHER CREDENTIALS

Tournament sponsors provide complimentary daily admission credentials to any member and their immediate family (spouse/significant other, children and parents) of the PGA TOUR, PGA of America, LPGA, and the Golf Course Superintendents Association. Complimentary daily admission credentials will be provided to any member of the Golf Course Builders Association of America, Club Managers Association of America and the American Society of Golf Course Architects. Family members must accompany the player in person to obtain these credentials.

### DATA PROTECTION & PRIVACY

The protection of our players' personally identifiable information is of the utmost importance at the PGA TOUR. Such information is used by PGA TOUR to administer the tournaments operated and/or sanctioned by PGA TOUR, provide membership benefits, and provide PGA TOUR players with information relating to membership, products, services, news and promotions of PGA TOUR and its affiliates. In light of new laws coming into effect such as the European Union's General Data Protection Regulation, the PGA TOUR has developed a Data Protection & Privacy Compliance Working Group to focus on the safeguards and best practices for the collection and processing of personal data. If at any time, you would like to access or correct any of your personally identifiable information, please contact [datacompliance@pgatourhq.com](mailto:datacompliance@pgatourhq.com).



# TOURNAMENT ADMINISTRATION MATTERS

## PURSE DISTRIBUTION FORMULAS

The PGA TOUR Policy Board establishes distribution of purses for PGA TOUR tournaments. "Approved" tournaments and events with special or small fields may use other purse distribution formulas.

The standard formula for PGA TOUR events provides a first prize of 18 percent of the total purse. Following is the standard distribution formula for an event with a purse of \$8.0 million:

POSITION	PERCENT	PRIZE
1	18.000%	\$1,440,000.00
2	10.900%	\$872,000.00
3	6.900%	\$552,000.00
4	4.900%	\$392,000.00
5	4.100%	\$328,000.00
6	3.625%	\$290,000.00
7	3.375%	\$270,000.00
8	3.125%	\$250,000.00
9	2.925%	\$234,000.00
10	2.725%	\$218,000.00
11	2.525%	\$202,000.00
12	2.325%	\$186,000.00
13	2.125%	\$170,000.00
14	1.925%	\$154,000.00
15	1.825%	\$146,000.00
16	1.725%	\$138,000.00
17	1.625%	\$130,000.00
18	1.525%	\$122,000.00
19	1.425%	\$114,000.00
20	1.325%	\$106,000.00
21	1.225%	\$98,000.00
22	1.125%	\$90,000.00
23	1.045%	\$83,600.00
24	0.965%	\$77,200.00
25	0.885%	\$70,800.00
26	0.805%	\$64,400.00
27	0.775%	\$62,000.00
28	0.745%	\$59,600.00
29	0.715%	\$57,200.00
30	0.685%	\$54,800.00
31	0.655%	\$52,400.00
32	0.625%	\$50,000.00
33	0.595%	\$47,600.00

POSITION	PERCENT	PRIZE
34	0.570%	\$45,600.00
35	0.545%	\$43,600.00
36	0.520%	\$41,600.00
37	0.495%	\$39,600.00
38	0.475%	\$38,000.00
39	0.455%	\$36,400.00
40	0.435%	\$34,800.00
41	0.415%	\$33,200.00
42	0.395%	\$31,600.00
43	0.375%	\$30,000.00
44	0.355%	\$28,400.00
45	0.335%	\$26,800.00
46	0.315%	\$25,200.00
47	0.295%	\$23,600.00
48	0.279%	\$22,320.00
49	0.265%	\$21,200.00
50	0.257%	\$20,560.00
51	0.251%	\$20,080.00
52	0.245%	\$19,600.00
53	0.241%	\$19,280.00
54	0.237%	\$18,960.00
55	0.235%	\$18,800.00
56	0.233%	\$18,640.00
57	0.231%	\$18,480.00
58	0.229%	\$18,320.00
59	0.227%	\$18,160.00
60	0.225%	\$18,000.00
61	0.223%	\$17,840.00
62	0.221%	\$17,680.00
63	0.219%	\$17,520.00
64	0.217%	\$17,360.00
65	0.215%	\$17,200.00

## **BAD WEATHER GUIDELINES**

In situations involving bad weather, our first priority is always the competition and completion of 72 holes. Every effort will be made to achieve this objective by Sunday which could include playing 36 holes on the final day. If this can not be accomplished, play will always be extended to Monday if conditions and the weather forecast permit.

In making decisions to extend play beyond Sunday or to reduce the tournament to fewer than 72 holes due to inclement weather, the on-site Tournament Director discusses the situation and conditions with a number of parties, including the host organization, title sponsor, host site (general manager and/or golf course superintendent), on-site weather forecaster, television representatives and the other members of the Rules Committee. Players are not included in these discussions as policy dictates it is inappropriate for the Rules Committee to discuss matters directly affecting the competition with contestants.

In an effort to provide more definitive guidelines for use in the decision-making process, the following Bad Weather Guidelines will be followed:

## **EXTENDING PLAY TO MONDAY**

1. Every effort will be made to finish each round as scheduled by Sunday. The first priority is always the competition and completion of 72 holes.
2. In an effort to achieve this objective by Sunday, 36 holes may be played on Sunday following a reduction of the field to the score which has the closest number of players (including amateurs) to 60. If an equal number of players are at scores above and below the 60th position, the higher score will be used. In the event of any such cut, professionals eliminated who otherwise would have played in the final 36 holes will receive the appropriate share of official prize money in accordance with their respective positions.
3. If conditions exist which prevent 72 holes from being completed by Sunday, play will always be extended to Monday if golf course conditions and the weather forecast permit. Play on Monday could include 36 holes and a reduction of the field to the score which has the closest number of players to 60.
4. If conditions exist which make the completion of 72 holes impossible, the next priority is to complete 54 holes, thereby the winner is credited with an official victory. Again, play in this situation will always be extended to Monday if golf course conditions and weather permit.
5. If conditions exist which make the completion of 54 holes impossible, the next priority is to complete 36 holes, thereby players receive official money although the winner is credited with an unofficial victory. Again, play in this situation may be extended to Monday.

## **EXTENDING PLAY BEYOND MONDAY**

1. Except for THE PLAYERS Championship and the FedExCup Playoff events, in the event of a suspension during a final round being played on Monday when at least half of the field has completed play, the final round will be completed on Tuesday, but no later. Further, in no situation would we resume play in order to have 50% or more of the field complete their round. If

play cannot be completed on Tuesday, scores will revert back to the last completed round and the competition will be considered closed.

2. Except for THE PLAYERS Championship and the FedExCup Playoff events, play will not extend past Tuesday under any circumstances unless the event can be rescheduled and replayed in its entirety. This scenario would occur only if no more than 18 holes had been completed and an acceptable open date were available.
3. For THE PLAYERS Championship and the FedExCup Playoff events, the Commissioner may, in his discretion, extend play as necessary in order to complete 72 holes of competition.

## **ON-SITE COMMUNICATION**

1. On Tuesday of Tournament Week, the PGA TOUR Tournament Director will meet with host organization and title sponsor representatives to review the Bad Weather Guidelines and discuss plans to extend the event to Monday if necessary. Also reviewed are the tournament's plans to reschedule or relocate any special events planned for the tournament course on Monday (i.e. title sponsor outing) if play is extended to Monday.
2. Also on Tuesday of Tournament Week, the PGA TOUR Tournament Director will meet with television representatives to review air times, requested finish times, playoff holes and plans if inclement weather is predicted or encountered during the tournament. At small field tournaments, or for rounds following the cut at full field events, a tape delay telecast will be discussed if play can be started early and completed before impending bad weather. Prior to the final round, the leaders may start on the back nine to provide the network an opportunity to telecast some amount of play by the leaders.
3. After receiving and heavily weighing input from the host organization, title sponsor, host site (general manager and/or golf course superintendent), on-site weather forecaster and television, the PGA TOUR shall make the final decision to play 36 holes on Sunday, extend play to Monday or reduce the tournament to fewer than 72 holes.
4. Once a decision is reached, the players, host organization, title sponsor and television, if applicable, shall be the first informed. Secondly, the PGA TOUR Tournament Director shall communicate the decision to the PGA TOUR's On-Site Media Official who will disseminate the information to the media, and then to the Advance Official at the following week's event who will immediately let the tournament know of the decision.

## **OTHER FACTORS AND ISSUES**

Factors/issues that are considered in making decisions to suspend, postpone or cancel play include the following:

### **Competitions**

1. Weather forecast: The likelihood of weather conditions allowing the golf course to be prepared for play and the competition to be completed.

2. Course conditions: The condition of the golf course must allow the competition to be conducted under the Rules of Golf. The lift, clean and place rule may be put into effect under extreme circumstances.
3. Cancellation of a started round: If some players begin a round under extremely adverse weather conditions, conditions subsequently worsen and further play that day is impossible, the round may be canceled and replayed in its entirety.
4. Tournament format: If the tournament utilizes a multiple course format, the number of rounds needed to have players complete one round on each course will be considered. In pro-am events, amateurs may be asked to discontinue once play resumes in an effort to complete play on schedule.
5. Following week's event: Decisions to extend play to Monday will not be influenced by the following week's scheduled event, even when the next event is a major championship.

#### **Host Organization/Title Sponsor**

1. Prize Money: When a tournament is shortened due to inclement weather or other occurrence beyond the reasonable control of PGA TOUR, the host organization will be obligated to pay prize money in accordance with the guidelines contained in Article IV, Section A.9 of the Tournament Regulations. At tournaments played on one or two courses, official prize money will be distributed in accordance with the standard purse distribution formula when two or more rounds have been completed. At tournaments played on three or more courses, official prize money will be paid in accordance with the standard purse distribution formula when all players have played each course at least once. If players have not played each of the courses at least once, prize money will be unofficial and will be paid out, when possible, based on the standings through the number of completed rounds. If this is not possible, the purse will be divided equally among all players in the starting field.
2. Financial impact: Tournaments and title sponsors want to avoid having to complete play on Mondays and Tuesdays except in extreme situations. Because of the additional costs and logistical problems associated with Monday play, host organizations clearly would prefer to shorten an event to 54 holes rather than extend to Monday to complete 72 holes. However, host organizations for the most part support an extension of play to Monday if required to complete 54 holes.
3. Monday Pro-Am: Many tournaments have Monday pro-ams during Tournament Week, in addition to the Official pro-am (normally held on Wednesday) and extending play beyond Sunday could have a negative impact on the following event's Monday pro-am. This pro-am could be moved to Tuesday at the host organization's request. However, another course would be required so that the pro-am does not interfere with normal practice rounds.

#### **Television:**

1. Air times: Every effort is made to conclude the tournament within the scheduled air times. In most cases, networks will extend coverage from 6:00 PM EST to 7:00 PM upon request. For obvious reasons, the networks prefer to conclude the event on Sunday by playing 36 holes instead of extending play to Monday. Host organizations are in favor of this as well.

2. Tee times: Tee times may be changed to accommodate television, and a two-tee start may also be utilized after the cut is made. Prior to the final round, the leaders may start on the back nine to provide the networks an opportunity to telecast some amount of play by the leaders.
3. Monday coverage: Networks are given the first option of telecasting play on Monday. In the event the network declines, cable television will telecast the event on Monday or Tuesday.

## **SUSPENSION OF PLAY DUE TO DANGEROUS SITUATIONS**

Play may be suspended for such dangerous situations as lightning, tornadoes, etc. If the players in a match or group are between two holes, they must not resume play until the Rules Committee so orders. Players who are playing a hole must discontinue immediately and not resume play until the Committee orders. THE PENALTY FOR BREACH OF THIS CONDITION IS DISQUALIFICATION.

All practice areas shall be closed during a suspension for a dangerous situation until the PGA TOUR Rules Committee has declared them open for use. Players who disregard such closing shall be subject to disciplinary action.

**NOTE:** One prolonged siren or horn note signals suspension for a dangerous situation. Several short intermittent horn or siren notes signal all other types of suspension.

## **LOCKER ROOMS**

Locker room access is limited to:

Tournament week:

Players, player's sons when accompanied by the player, PGA TOUR staff, instructors, and working media and a limited number of the host organization's committeemen.

Practice and Pro-Am days:

Tournament representatives, player managers, golf apparel and manufacturer representatives.

Weather delays:

Players, essential locker room staff and PGA TOUR staff.

**NOTE:** Network television personnel are permitted locker room access for the purpose of set up and operation of a "Weather Studio".

A caddie may enter the locker room during the week to assist the player with retrieving items from his locker. Caddies are not allowed in the locker room at any other time. Players whose caddies enter locker rooms initially (not for reason provided above) will be fined \$100. Subsequent fines during a season will be \$250 and \$500, respectively.

Except during weather suspensions, golf bags must be put away in lockers or appropriate bag storage areas provided by the tournament. Golf bags must be put away overnight and shall not be left in the locker room.

Players in the starting tournament field who use locker room facilities at the host clubhouse must pay the attendant a minimum of \$50 for service.

Smoking is not permitted in the player locker room.

## **PLAYER EQUIPMENT**

To help ensure that players competing in PGA TOUR cosponsored tournaments use equipment which conforms with the USGA Rules of Golf, players are encouraged to:

1. Confirm with equipment manufacturers or the club maker that all equipment or samples have been submitted to and approved by the USGA. Any new equipment must be formally approved by the USGA prior to putting the equipment in play.
2. Confirm that driving clubs are on the USGA Conforming Driver List. Any modified club head or club face must conform as if new and may need to be re-tested.
3. Have any altered or unusual clubs checked by a PGA TOUR Rules Official before tournament use.
4. Verify that the ball chosen to be played is on the USGA's "Conforming Golf Balls" list.
5. Confirm that clubs conform to Model Local Rule G-2, regarding groove and punch mark specifications and are listed on the USGA Equipment Database. The Exception does not apply.

If a player fails to submit his equipment prior to competition, he assumes all risk of a ruling that equipment does not conform with the USGA Rules of Golf. Additionally, if required by a PGA TOUR official, a player is obligated to surrender any equipment if it is determined that additional off-site testing is necessary to rule on conformity. Failure to do so will result in withdrawal from the tournament and subsequent disciplinary action. From time to time, PGA TOUR, at the request of the USGA, collects golf balls and equipment samples on-site at events.

## **OPPOSITE EVENT POLICY**

A PGA TOUR member who qualifies, as of the commitment deadline, for a PGA TOUR cosponsored event awarding full FedExCup point allocation shall not be eligible to participate in an opposite PGA TOUR event should he elect not to play in the PGA TOUR cosponsored event awarding full FedExCup point allocation.

## **CADDIE REGULATIONS**

All players in PGA TOUR cosponsored tournaments shall employ caddies for all practice, Pro-Am and tournament rounds, though golf carts may occasionally be authorized by the PGA TOUR's Tournament Director for practice or Pro-Am rounds, whereby caddies are not required.

Caddies shall be paid promptly. The fee is to be resolved early in the week between the player and caddie. Players who wish to bring their own caddies to PGA TOUR cosponsored tournaments may do so. Players shall be responsible for the conduct and behavior of their caddies at tournaments.

The following shall be adhered to in all PGA TOUR cosponsored tournaments:

1. All caddies must complete the caddie registration form each week. The Caddie Chairman and/or Caddie Master will supervise caddies and provide an area for caddies to rest while not on duty, if the caddie van is not on site.

2. Caddies shall wear uniforms and identification badges as prescribed by the host tournament and PGA TOUR. All caddies are required to wear solid-colored khaki-style long pants, which touch the top of the shoe, or solid-colored, knee-length tailored shorts or skorts, and a collared shirt while on club property. T-shirts, jeans, culottes, skirts, capris, cut-off shorts and cargo style shorts are not permitted. Acceptable colors shall be determined at the discretion of the PGA TOUR Tournament Director.
3. Caddies shall wear smooth, rubber-sole plain-colored shoes preferably tennis or basketball shoes. Permissible colors are limited to white and earth tone such as navy, blue, black, brown, tan gray, dark green and the like. Bright colors that are intended to draw attention to a person's footwear are not acceptable. Footwear with a closed toe is required. Flip flops, open-toed sandals and other similar shoes are not permitted. Closed-toe Crocs are acceptable provided they conform with the colors described above. GOLF SPIKES are prohibited.
4. Caddies must conform to the Player Endorsement Policy.
5. Caddies may walk unaccompanied on putting greens during practice round days if play is not disrupted. Caddies may not walk on putting greens on any day, at any time, before or after a Pro-Am or official tournament round.
6. Caddies credentials provide clubhouse access as designated by tournament host.
7. A caddie may enter the locker room during the week to assist the player with retrieving items from his locker. Caddies may not enter the locker room at any other time.
8. Caddies shall not be permitted on practice greens except to retrieve pitch and run shots or putts.
9. Caddies shall assist in maintaining the course by REPLACING DIVOTS AND RAKING BUNKERS as soon as practical after their player has played.
10. Caddies shall not hit shots or putts anywhere on the practice areas or course except in specially approved competitions.
11. Caddies shall not falsely register for accommodations or leave unpaid bills.
12. Caddies shall not engage in any conduct that is prohibited for players under the PGA TOUR Anti-Doping Program.
13. Caddies shall not engage in any conduct that is prohibited under the PGA TOUR Integrity Program.
14. Caddies shall not engage in conduct unbecoming a professional caddie, as determined in the sole discretion of the PGA TOUR.
15. Caddies must carry their player's clubs. Pull carts or the like are not permitted.

Personal information collected from you will be used by PGA TOUR for the purpose of administering the tournaments on the tours operated and/or sanctioned by PGA TOUR and providing you with information relating to products, services, news and promotions of PGA TOUR and affiliates

of PGA TOUR. PGA TOUR shall not sell, share or otherwise disclose your personal information of applicants with third parties, other than to third parties engaged by PGA TOUR to fulfill the above purposes or as otherwise consented to by the applicant. To view PGA TOUR's Privacy Policy, visit [www.pgatour.com/company/privacy.html](http://www.pgatour.com/company/privacy.html).

A caddie who does not comply with these Caddie Regulations will be subject to losing the privilege to caddie on the PGA TOUR. Also, for any violation of these regulations, disciplinary action may be taken against the player for whom the caddie is providing services.

## **PLAYER/FAMILY DINING POLICY**

Player/family dining areas are provided by tournaments for use by players and their immediate family members only. Active PGA TOUR members may receive credentials with player/family dining access for their spouse/significant other, children, nanny, and up to four immediate family members. Immediate family is defined as parents of either adult, grandparents of either adult and siblings.

To access the player/family dining area, a player's spouse/significant other and immediate family members must present their Family Member ID card.

Tournaments have also been requested to provide, on a space available basis, a player only dining area, which in most cases is the player locker room.

If you wish to entertain a guest, such as an extended family member, friend, agent, instructor or equipment company representative, you should dine in another clubhouse dining area, with appropriate food and beverage charges applying to your guest(s).

Space in the player/family dining area is often limited during peak hours so your cooperation with this policy is greatly appreciated. Smoking is not permitted in player/family dining areas. Players are responsible for their minor children and their conduct in the player/family dining area.

## **PROCEDURES FOR DUALY-COMMITTED PLAYERS**

PGA TOUR members in the "126 to 150" category and below may commit to both PGA TOUR and Korn Ferry Tour events scheduled for the same week. If a player is in the field of both events, he must notify PGA TOUR Headquarters by 3 p.m. Eastern Time on Monday of tournament week which tournament he intends to play. Failure to notify the PGA TOUR of his intention will cause the player to be placed in the PGA TOUR field and removed from the Korn Ferry Tour field.

PGA TOUR members in the "Top Finishers of the Korn Ferry Tour" category and above who may not be eligible for the PGA TOUR event may commit to both PGA TOUR and Korn Ferry Tour events scheduled for the same week. If a player is in the PGA TOUR event by 3 p.m. Eastern Time on Monday of tournament week, he must play the PGA TOUR event and will be removed from the Korn Ferry Tour field.

A player who is an alternate for the PGA TOUR event and is in the Korn Ferry Tour tournament must notify PGA TOUR Headquarters by 5 p.m. Eastern Time on Wednesday of tournament week of his intention to play the Korn Ferry Tour event. If he notifies the PGA TOUR that he intends to play the Korn Ferry Tour event (or if he fails to give such notification), then he shall cease to be an alternate for that week's PGA TOUR event and shall remain in the field of the Korn Ferry Tour event.



PGA TOUR members may commit to both PGA TOUR and PGA TOUR Champions events scheduled for the same week. If a player is in the field of both events, he must notify PGA TOUR Headquarters by 3p.m. Eastern Time on Monday of tournament week which tournament he intends to play. Failure to notify the PGA TOUR of his intention will cause the player to be placed in the PGA TOUR field and removed from the PGA TOUR Champions field.

A player who is an alternate for that week's PGA TOUR Champions event and is in the PGA TOUR tournament must notify PGA TOUR Headquarters by 5p.m. Eastern Time on Wednesday of tournament week of his intention to play the PGA TOUR event. If he notifies the PGA TOUR that he intends to play the PGA TOUR event (or if he fails to give such notification), then he shall cease to be an alternate for that week's PGA TOUR Champions event and shall remain in the field of the PGA TOUR events.

A player who is an alternate for the PGA TOUR event and is in the PGA TOUR Champions tournament must notify PGA TOUR Headquarters by 5p.m. Eastern Time on Wednesday of tournament week of his intention to play the PGA TOUR Champions event. If he notifies the PGA TOUR that he intends to play the PGA TOUR Champions event (or if he fails to give such notification), then he shall cease to be an alternate for that week's PGA TOUR event and shall remain in the field of the PGA TOUR Champions event.

PGA TOUR Champions members may commit to both PGA TOUR Champions and Korn Ferry Tour events scheduled for the same week. If a player is in the field of both events, he must notify PGA TOUR Headquarters by 3p.m. Eastern Time on Monday of tournament week which tournament he intends to play. Failure to notify the PGA TOUR of his intention will cause the player to be placed in the PGA TOUR Champions field and removed from the Korn Ferry Tour field.

A PGA TOUR Champions member who is an alternate for that week's PGA TOUR Champions event and is in the Korn Ferry Tour tournament must notify PGA TOUR Headquarters by 5 p.m. Eastern Time on Wednesday of tournament week of his intention to play the Korn Ferry Tour event. If he notifies the PGA TOUR that he intends to play the Korn Ferry Tour event (or if he fails to give such notification), then he shall cease to be an alternate for that week's PGA TOUR Champions event and shall remain in the field of the Korn Ferry Tour event.

## **MEASURING CONDITION OF PUTTING GREENS**

The Rules of Golf state that before a round or playoff on any day of a stroke play competition, a competitor must not practice on the competition course or test the surface of any putting green on the course by rolling a ball or roughing or scraping the surface.

The PGA TOUR has adopted the following policy which applies to PGA TOUR, PGA TOUR Champions and Korn Ferry Tour competitions:

Contestants and caddies ARE NOT permitted to use a device that measures the condition (i.e. slope, texture, firmness or moisture level) of any putting green on the course on any day of a stroke play or match play competition. The use of such device is only permitted on practice days.

A contestant or caddie who does not comply with this policy is subject to disciplinary action under Article VII. DISCIPLINE, PENALTIES & APPEALS, Section C: Conduct Unbecoming a Professional of the PGA TOUR Tournament Regulations.

# **GOLF COURSE PREPARATION & SET-UP PHILOSOPHY**

## **GENERAL**

Golf course preparation and set-up is critical to the PGA TOUR's core mission and has significant ramifications for our players, television partners, tournaments, sponsors and fans.

For each tournament, the objective is to provide a level of difficulty and excitement which identifies the world's best players while 1) maintaining fairness, 2) respecting the features and capabilities of the venue, and 3) providing a dramatic stage for the PGA TOUR. Throughout the season, the objective is to provide a variety of golf course set-ups, in conjunction with assessment of the TOUR's evolving business needs as well as monitoring of relevant statistics.

The PGA TOUR's Rules & Competitions and Agronomy Staff are responsible for golf course preparation and set-up, with the PGA TOUR Tournament Director having final authority. A Golf Course Review Committee, reporting to the Commissioner, will be maintained for the purpose of approving new venues and changes to existing venues, as well as reviewing relevant data and feedback on course preparation and set-up.

Course preparation and set-up is subjective, and situations will occur where objectives are unable to be met. Professional observations and constructive criticism on the preparation and set-up of courses is welcome, and should be directed to the Tournament Staff.

## **PREPARATION**

Although abnormal conditions, adverse weather, or venue capabilities will sometimes prevent establishing the desired course conditions, the following will normally be objectives for tournament sites:

*Tees:* Firm, closely-mown, level and adequately-sized (to the extent possible), in order to provide flexibility.

*Fairways:* Firm and closely-mown, varying in width according to course and year-long variety.

*Greens:* Closely mown with firmness and speed varying for contours, grass-type and conditions, and predicted weather.

*Rough:* Varying in length and penalty according to course and year-long variety.

*Bunkers:* Treated as hazards, but prepared each day in a timely manner with well-defined margins.

*Maintenance & Irrigation:* Undertaken to achieve the above, but modified as necessary for consistency, adverse conditions, and predicted weather.

## **SET-UP**

Tee placements and hole locations should take into account the following:

- Hole type, difficulty and length (including forced-carries)
- Design features
- Course conditions
- Predicted weather
- Variety of shot-making and shot-lengths required during the round
- Creation of excitement and drama for television partners, sponsors, and fans, particularly on the finishing holes.
- Weather Guidelines (with respect to completing the competition)
- Pace of play (this will not be a primary consideration)
- Tournament operations & logistics (this will not be a primary consideration)

On par-4's and par-5's, one or more teeing grounds may be used. Back tees will not necessarily be used every round or at all. Creation of drama will weigh heavily in identifying holes suitable for set-up as either reachable par-5's or drivable par-4's. On par-3 holes, tee marker placement should vary (if possible) to encourage broader shot selection both on all par-3's during each round and on each par-3 for the week.

Hole locations will generally be a reasonable distance from the green's edge and from contours. However, some hole locations may not be easily accessible, requiring judgement and skill.

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## **ANTI-DOPING PROGRAM**

All contestants in PGA TOUR events are subject to the terms and conditions of the PGA TOUR Anti-Doping Program. The full terms of the Anti-Doping Program may be found at [www.drugfreesport.com/rec](http://www.drugfreesport.com/rec) or [pgatourlinks.com](http://pgatourlinks.com). Questions regarding the Anti-Doping Program should be directed to Andy Levinson, Senior Vice President, Tournament Administration, at PGA TOUR Headquarters.

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## **PGA TOUR ALCOHOL POLICY**

Any member found to have violated any of the following provisions relating to the use of alcohol shall be considered to have engaged in conduct unbecoming a professional and shall be subject to a significant penalty:

- A. Consuming an alcoholic beverage during any practice round or tournament round (whether a pro-am round or a tournament competition round), on the practice tee or putting green.
- B. Moderate, responsible consumption of alcoholic beverages after play or during social functions is permitted. But players should know that alcohol related unprofessional incidents will constitute conduct unbecoming a professional.

- C. A PGA TOUR member's responsibility to conduct himself in a professional manner and lend credit to himself and his organization extends beyond the time that the member is engaging in tournament play at the tournament site. Accordingly, the Membership should be aware that, depending on the circumstances, being under the influence of alcohol at any time in a public place, whether at a tournament site or otherwise, may constitute conduct unbecoming a professional.

The Commissioner will conduct such inquiries and investigations as shall be appropriate to determine whether a member has violated the alcohol policy or any interpretations thereof.

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## INTEGRITY PROGRAM

All contestants in PGA TOUR events are subject to the terms and conditions of the PGA TOUR Integrity Program. The Integrity Program among other things prohibits players from betting on professional golf and engaging in other betting-related activities and requires players to complete certain educational requirements, in an effort to maintain integrity and prevent betting-related corruption in PGA TOUR events. The full terms of the Integrity Program may be found at [pgatourlinks.com](http://pgatourlinks.com). Questions regarding the Integrity Program should be directed to Andy Levinson, Senior Vice President, Tournament Administration, at PGA TOUR Headquarters.

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## PACE OF PLAY POLICY

Rule 5.6b states, in part: "The player should play at a prompt pace throughout the round. To encourage and enforce prompt play, the Committee shall set a Pace of Play Policy." The following Pace of Play Policy, including penalties and fines, for stroke play competitions has been adopted. In the administration of this Pace of Play Policy, a member of the Rules Committee shall not tolerate abuse, oral or otherwise, by a player. Such abuse may constitute conduct unbecoming a professional.

### **DEFINITION AND APPLICATION OF "OUT OF POSITION"**

The first group to start will be considered out of position if, at any time during the round, they exceed the time allotted to play, as detailed on the applicable course's Pace of Play Chart.

Any subsequent group will be considered out of position if, at any time during the round, they (a) exceed the allotted time to play and (b) reach a par-3 hole that is open and free of play, reach a par-4 hole and have not played a stroke from the teeing ground before the hole is open and free of play, or reach a par-5 hole and all players have not played a stroke from the teeing ground before the hole is open and free of play.

**NOTE: The Committee reserves the right to time a group when the Committee deems it necessary. Further, if a player is determined by the Rules Committee to be unreasonably slow, he may be timed individually at the Rules Committee's discretion, regardless of whether his group is out of position.**

## **DEFINITION AND APPLICATION OF "OBSERVATION LIST"**

Any player with an overall average of 45 seconds or more per stroke over a 10-tournament rolling period in the current and prior seasons will be placed on the observation list.

The calculation of the overall average of 45 seconds or more per stroke over a 10-tournament rolling period is calculated, as follows:

- Each individual stroke's time is the amount of elapsed time from when the preceding player hits his shot to the time the player hits his shot.
- The following strokes are then removed from the calculation of the average:
  - All strokes in official pro-am tournament rounds (i.e. The American Express, AT&T Pebble Beach Pro-Am);
  - All drops, penalties, provisionals and all shots immediately following those shots in a group;
  - Each instance of the first player to play in a similar position (i.e. first tee shot, first putt, etc.);
  - All shots that require large spans of time; and
  - For each individual player, the top 10% slowest shots.

The observation list will be updated on a weekly basis. Any player on the observation list will be notified in writing and in person (if possible) by a member of the Rules Committee prior to the start of competition.

During competition rounds, the Rules Committee will monitor players on the observation list throughout their round. Players on the observation list must play each stroke throughout the round in under 60 seconds, in the absence of a valid reason for taking longer. If observed by an official to exceed 60 seconds without a valid reason, that player will be timed on an individual basis as soon as he can be notified. If the player does not exceed the applicable time to play a stroke within two holes, timing will cease.

The 45 second average will be reviewed by the Policy Board on an annual basis.

## **TIMING**

When the Rules Committee determines that a group is starting to fall behind, or is just out of position, the group (or certain players within the group) will receive an official warning. Such warning will be given as soon as possible, and given only once during a round. In some circumstances, the Rules Committee may commence timing without having given such a warning, including when a group has already fallen significantly behind and/or is affecting other groups.

Once a group (or certain players within the group) has been warned, the Rules Committee (if available to do so) will monitor the pace of individual players in the group to determine if any players should be timed individually, as opposed to the entire group, in the case the group does not regain its position on the course.

When the Rules Committee determines that a group or an individual out of position will be timed, all players in the group, or the specific individual, will be informed they are being timed. Such timing could occur on any hole, including the finishing holes of a round.

Other than on the putting green, the timing of a player's stroke will begin when it is his turn to play and he can play without interference or distraction. Time spent determining yardage will count

as time taken for the next stroke. On the putting green, timing will begin after a player has been allowed a reasonable amount of time to mark, lift, clean and replace his ball, repair his ball mark and other ball marks on his line of putt and remove loose impediments on his line of putt.

**NOTE:** A player is permitted 40 seconds to play a stroke, and an extra 10 seconds (for a total of 50 seconds) will be allowed for:

- (a) the first player to play a stroke on a par-3 hole;
- (b) the first player to play a second stroke on a par-4 or par-5 hole;
- (c) the first player to play a third stroke on a par-5 hole;
- (d) the first player to play around the putting green;
- (e) the first player to play on the putting green.

Any player in a group being timed, who exceeds the applicable time to play a stroke, will be informed as soon as practicable.

## **PENALTIES DURING TOURNAMENT**

First Offense:

One (1) timing exceeding the applicable time to play a stroke (1 bad time) - no penalty.

Second Offense:

One more timing (total of two) exceeding the applicable time to play a stroke (2 bad times) - a one (1) stroke penalty.

Third Offense:

One more timing (total of three) exceeding the applicable time to play a stroke (3 bad times) - a two (2) stroke penalty.

Fourth Offense:

One more timing (total of four) exceeding the applicable time to play a stroke (4 bad times) - disqualification.

**NOTE:** Any timing exceeding the applicable time to play a stroke (bad time) will be carried over throughout the tournament.

## **EXCESSIVE SHOT TIME**

If any player in the field is observed by a Rules Official to take more than 120 seconds on a shot in the absence of a good reason for doing so, he will be given an Excessive Shot Time.

If an Excessive Shot Time is observed by an official, the official will notify the player as soon as is practical. This could be immediately after a shot if on a tee shot or approach shot, or at the conclusion of the hole if around or on the green.

All timing of strokes will be done by the Rules Officials on-course and in-person. Television footage and/or ShotLink data will not be used other than to corroborate the individual stroke time recorded and only if the officials choose to use such information.

Any player who receives two Excessive Shot Times in a tournament will be also be placed on the

Observation List for subsequent rounds.

## **FINES CUMULATIVE DURING SEASON**

All warnings, bad times, excessive shot times and timings accumulate throughout the season.

### **WARNINGS**

First through Twenty-fourth (24th) Offense:

- First through Twenty-fourth (24th) occasion of being warned that your group is out of position - no fine

Twenty-fifth (25th) Offense:

- Twenty-fifth (25th) occasion of being warned that your group is out of position – a fine of \$20,000 and an additional \$5000 for each five (5) additional warnings received.

**NOTE 1:** Warnings will not be counted during official pro-am tournament rounds (i.e. AT&T Pebble Beach Pro-Am) or in Major Championships.

**NOTE 2:** Warnings will accumulate throughout the season. Warnings given to players in the lead groups will not count towards their cumulative warnings for the season.

### **BAD TIMES AND EXCESSIVE SHOT TIMES**

First Offense:

- First timing exceeding the applicable time to play a stroke (1 bad time) - no fine.
- One (1) timing exceeding 120 seconds to play a stroke (1 excessive shot time) – no penalty.

Second Offense:

- Second timing exceeding the applicable time to play a stroke (2 bad times) - a fine of \$50,000.
- Second timing exceeding 120 seconds to play a stroke (2 excessive shot times) – a fine of \$10,000

Third and Subsequent Offenses:

- Third and subsequent timings exceeding the applicable time to play a stroke (3 or more bad times) - a fine of \$20,000 for each offense.
- Third and subsequent timings exceeding 120 seconds to play a stroke (3 or more excessive shot times) – a fine of \$20,000 for each offense.

**NOTE 1:** Timings exceeding the applicable time to play a stroke (bad times) and timings exceeding 120 seconds to play a stroke (excessive shot times) will accumulate throughout the season.

**NOTE 2:** Timings exceeding the applicable time to play a stroke (bad times) and timings exceeding 120 seconds to play a stroke (excessive shot times) on the PGA TOUR; PGA TOUR Champions; and Korn Ferry Tour will be counted together for the purposes of determining the cumulative number of timings exceeding the applicable time to play a stroke during a season. Fines will be pro-rated based on the number of occurrences on each respective tour.

**NOTE 3:** Timings exceeding the applicable time to play a stroke (bad times) and timings exceeding 120 seconds to play a stroke (excessive shot times) at Major Championships and official money World Golf Championships will be counted for the purposes of determining the cumulative number of timings exceeding the applicable time to play a stroke during a season.

## **TIMINGS**

First through Ninth Offense:

- First through ninth occasion of being out of position and timed - no fine.

Tenth Offense:

- Tenth occasion of being out of position and timed - a fine of \$50,000.

Eleventh and Subsequent Offenses:

- Eleventh and subsequent occasion of being out of position and timed - a fine of \$5,000 for each offense.

**NOTE 1:** Timings will accumulate throughout the season.

**NOTE 2:** Timings which occur on the PGA TOUR, PGA TOUR Champions and Korn Ferry Tour will be counted together for the purposes of determining the cumulative number of timings during a season. Fines will be pro-rated based on the number of occurrences on each respective tour.

**NOTE 3:** Timings which occur at Major Championships and official money World Golf Championships will be counted for the purposes of determining the cumulative number of timings during a season.

**NOTE 4:** Upon reaching the tenth occasion of being timed during a season, a player shall immediately be placed within the Category 3 groupings for Rounds 1 and 2 (when applicable) for the remainder of that season.

## **REPEAT OFFENSES**

Any player that receives a fine under this policy for any reason will be subject to double the existing

fine structure the following season. For each consecutive season beyond one season in which the player is subject to fines under the policy, the fine amount will continue to double from the previous season. (NOTE: Any player who receives a fine under this policy on the Korn Ferry Tour will not be subject to double the existing fine structure in their first year on the PGA TOUR.)

In addition, a player who exceeds ten occasions of being timed in more than one season or who remains on the observation list and shows no improvement over the course of a season may be subject to sanction under the Conduct Unbecoming a Professional regulation, including but not limited to suspension and/or other measures designed to help the player improve his pace of play including mandatory education, changes in groupings category, additional fines or other requirements.



## **APPEALS**

Any appeal of a bad time or excessive shot time must be referred to the on-site Tournament Director immediately upon completion of the player in question's round. The Tournament Director's decision shall be final. **If the player in question does not appeal immediately upon conclusion of his round, any penalties and fines shall stand.**

For excessive shot times and observation list players, a provision has been added to account for "a valid reason for taking longer" on an individual shot. This is purposely broad in order to account for the wide range of situations a player can encounter on the course and will be interpreted in a fair way by the Rules Committee.

**NOTE: A player may not appeal an occasion of being warned or timed. A player may not appeal being placed on the Observation List.**

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## **POLICY FOR USE OF GOLF CARTS BY DISABLED INSTRUCTORS**

PGA TOUR members have made requests that instructors with disabilities who are physically unable to walk the golf course be permitted to use golf carts while accompanying players during practice rounds.

While we will make every effort to accommodate disabled instructors who need golf carts, we remind the players that additional golf carts on site at tournaments create numerous logistical and safety concerns. As such, we have worked closely with television networks, local media, and the tournament organizations to reduce the overall number of carts.

Nonetheless, the following policy shall be applicable for members seeking to obtain the use of a golf cart for a disabled instructor.

- The request for the use of the cart must be made by the PGA TOUR member.
- In requesting the use of a cart for an instructor, the PGA TOUR member must indicate the name of the instructor, the nature of the instructor's disability, and if requested by PGA TOUR, provide medical reports or other data indicating the extent and nature of the instructor's disability.
- A request must be made for each individual tournament and must be made no later than 2 weeks prior to that tournament.
- The PGA TOUR Tournament Director after reviewing the request, documentation submitted with the request, and after further discussions with the member and/or the particular instructor, if necessary, will make a determination as to whether a cart should be issued to the instructor. Carts will be made available only to instructors who have a disability that prevents them from walking along with their players. The Tournament Director's decision shall be final.
- If a cart is issued to the instructor, the following rules relating to the use of the cart shall apply:

- Carts will be issued only on designated practice rounds days (normally Monday, Tuesday and Wednesday) of tournament week.
- Only the instructor (not the player) may ride in the cart.
- Cart use shall be restricted to out-of-fairway areas as specifically designated by the Tournament Director.
- Carts will not be permitted in designated practice areas (e.g., range, putting green, etc.) at any time.
- If in the Tournament Director's opinion, use of the cart could potentially damage the playing surface of the golf course (e.g., due to wet conditions), the Tournament Director shall have the right to deny the use of a cart.
- The cart shall be picked up from the location specified directed by the Tournament Director and returned to that location.
- No more than 3 carts may be utilized by instructors at any one time. To the extent that more than 3 carts are requested at any one time, the Tournament Director shall establish a schedule during practice rounds for the use of such carts.

We appreciate the membership's cooperation with these policies as we believe they strike the appropriate balance between the membership's need to accommodate their disabled instructors while, at the same time, not unfairly hindering practice rounds by other members or endangering the safety of spectators and others at tournament sites.

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## AUTOGRAPH POLICY

In an effort to provide a more orderly and controlled environment for fans seeking autographs, and at the same time allow players to avoid interruptions and distractions while preparing for and competing in tournaments, the PGA TOUR has established the following guidelines:

1. The autograph policy is in effect for official competitive rounds only. A player may not sign autographs after the start of his round until it is completed, except, at his option, during a suspension of play.
2. An autograph area may be designated by the host tournament, though its use by players is optional.
3. Tournaments are required to enhance the use of the autograph area with marshaling assistance and security for marquee players.

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## PRACTICE AREA POLICY

To provide contestants the ability to practice without distraction, the PGA TOUR Policy Board has adopted the following policy:

Only contestants, their caddies, instructors, managers, media, golf equipment manufacturers (when invited by contestants), tournament representatives and PGA TOUR staff are permitted onto

any area designated for practice, (e.g., range, practice putting green, chipping or pitching greens, bunkers and the tournament golf course) during practice rounds.

The use of permanent markers, paint or other similar products to create lines on the practice putting and chipping greens is not permitted. If marks or lines are created on these surfaces, they must be done with a non-permanent material, such as a chalk line, which will not damage the turf and will disappear in a short period of time.

**NOTE:** Family members and friends are not permitted inside the ropes on the golf course at any time. Family members are permitted on the other designated practice areas when accompanied by the player. Players are expected to use good judgement and discretion when inviting family members onto designated practice areas. Players are responsible for their minor children and their conduct. Only one tournament representative is allowed access to designated practice areas at a time.

On pro-am days, practice by professionals and amateurs not in the pro-am or without a mandatory sponsor function in designated practice areas is prohibited from 30 minutes prior to the first pro-am starting time through the final pro-am starting time, for each segment/wave of tee times. Tournaments using the 9&9 pro-am format may amend this policy and practice restrictions will be posted in the locker room during tournament week.

On pro-am days at tournaments played from the start of each season until the Masters Tournament, professionals and amateurs not in the pro-am are permitted to practice chipping and putting on course prior to the first pro-am starting time. Full shots on course are not permitted. On pro-am days at tournaments played after the Masters Tournament until the conclusion of the FedExCup Playoffs, professionals and amateurs not in the pro-am are permitted to practice all shots on course prior to the first pro-am starting time. Any practice taking place prior to the pro-am must not interfere with the pace of play of the pro-am and players shall not endanger persons preparing the golf course for the pro-am.

On practice days, after 8:30 a.m. all play must begin from the first tee unless expressly approved by a member of the Rules Committee. This rule does not apply to tournaments using the 9&9 pro-am format.

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## INTERNET POLICY

The PGA TOUR creates a section within PGATOUR.COM with information about each member.

Each player's site consists of player photos, a biography consisting of data similar to the information found in the Media Guides, statistics, results from the current year's tournaments, a scorecard from the most recent tournament played, and related stories and content.

The PGA TOUR recognizes that in the age of the internet, PGA TOUR members may be launching or re-launching their own web sites to support their fans, their sponsors, and their personal business ventures.

At the written request of a PGA TOUR member, PGATOUR.COM will link to such player's "official player site" from that particular player's page on PGATOUR.COM so long as there is a reciprocal link back to PGATOUR.COM from the "official player site" home page.

Keep in mind that a PGA TOUR member's marketing rights have specific parameters regarding the use of the PGA TOUR name, marks, or logo. These parameters also apply to online usage.

In addition to linking capabilities and the use of TOUR marks, PGATOUR.COM will attempt to assist any member in his online ventures. Please contact the Player Relations Department or the PGA-TOUR.COM department (Scott Gutterman - x4892) with additional questions.

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## **KORN FERRY TOUR EXEMPTION FOR FORMER FULLY EXEMPT PGA TOUR MEMBERS**

In accordance with Article III, Section A 1(h) of the Korn Ferry Tour Regulations, players who were fully exempt PGA TOUR members for at least the preceding five consecutive seasons, or if such player is not fully exempt he must have played in at least 25 events on the PGA TOUR in the respective season, or become exempt during the season by winning a PGA TOUR cosponsored or approved event will be eligible for a Korn Ferry Tour exemption in one of the first two seasons after the player fails to retain fully exempt status on the PGA TOUR provided that he notifies the PGA TOUR no later than 10 days after the conclusion of the Korn Ferry Tour Qualifying Tournament for the year preceding the season in which he desires to use this exemption. However, a player who was eligible for this exemption for the 2020 season may elect to use their one-time exemption for the remainder of the 2020-2021 season provided that he notifies PGA TOUR no later than 10 days prior to the first event back after the cancelled event period (Friday, May 29, 2020). (A player may not use a Special Medical Extension in accumulating his five season total unless, during the season, he achieves combined top 125 FedExCup points while playing under his Special Medical Extension. If a player receives a Special Medical Extension during this time, and does not achieve top 125 FedExCup points, such player would need to extend his exempt eligibility an additional season to qualify for this exemption.)

Any eligible player may use this exemption only one time in his career.

For additional information, please contact PGA TOUR or Korn Ferry Tour Membership Services.

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## **PGA TOUR POLICY FOR PAYMENT OF PRIZE MONEY TO PLAYERS WHO MAKE THE CUT BUT ARE UNABLE TO COMPLETE THE TOURNAMENT**

Any professional who is disqualified or withdraws for any reason from an official money tournament after making the cut shall be paid last place, unofficial prize money as determined by the final cut the player made (i.e. the primary cut to the low 65 professionals plus ties after 36 holes,

or the secondary cut to the low 65 professionals plus ties). A professional who begins play at an official money event without a cut and is disqualified or withdraws for any reason shall be paid last place, unofficial money.

Any professional who has qualified for an official money event (excluding World Golf Championship events) without a cut or an alternate list, such as the Tournament of Champions or BMW Championship, but is unable to play due to a serious personal emergency, injury or other disability which requires ongoing medical attention will receive last place, unofficial money without being required to register on-site. The Commissioner, in his discretion, may require a player to provide medical reports or other documentation substantiating the seriousness of his injury or other medical disability.

Further, any professional who has qualified for an official money World Golf Championship event without a cut or an alternate list but who is unable to begin play due to an illness, injury or serious personal emergency is not entitled to any share of the prize money. Instead, he shall be permitted to designate last place, unofficial money for a charity of his choice.

FedExCup points are distributed to players earning official money. Only players who are regular members of the PGA TOUR or become regular members during the season (as defined by PGA TOUR tournament regulations) will be listed on the "FedExCup Points List." Special Temporary Members and non-members who earn FedExCup points will not appear on the "FedExCup Points List," but will be tracked on a "Non-Member FedExCup Points List".

Points will be awarded at official money PGA TOUR FedExCup events, as defined by the PGA TOUR Tournament Regulations.

Points won by non-members and Special Temporary Members who subsequently become regular PGA TOUR Members during the season will be counted on the FedExCup Points List, along with any FedExCup Points earned as a non-member (excluding those won at the 2022 Barbasol Championship, 2022 Barracuda Championship or World Golf Championship events as a non-member).

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## **MOBILE AND ELECTRONIC DEVICE POLICY FOR CONTESTANTS AND OTHERS WITH ACCESS TO PRACTICE AREAS**

### **On Practice Days**

- Players may use a mobile device in designated practice areas or on the golf course for calls, data services and capturing content. As a courtesy to fellow competitors, players must step away from the hitting line on the range when using a mobile device and keep the device in the "vibrate" or "silent ring" mode.
- Other electronic devices (rangefinders, launch monitors, video cameras for instruction, heart monitors, pedometers, electronic watches with health monitoring sensors, etc.) may be used in designated practice areas and on the golf course, but only with proper etiquette and in a manner that does not distract or slow other players.

#### **During Pro-Ams**

- Players may use a mobile device in designated practice areas only. Players are prohibited from using a mobile device for calls on the golf course during any official pro-am round. Players may use a mobile device for data services and capturing content in designated practice areas and on the golf course.
- Other electronic devices, as defined above, may be used in designated practice areas but are prohibited on the golf course unless approved by the Rules Committee.

#### **During Official Competition**

- Mobile devices are strictly prohibited in all designated practice areas and on the golf course during official competition rounds. On designated practice areas only data services and capturing content area allowed if done in a courteous and silent manner.
- Mobile and other electronic devices are prohibited for all purposes on the golf course for use by players and caddies unless approved by the Rules Committee. In addition to being considered conduct unbecoming a professional, the use of such devices (or accessing certain types of data from such devices) may also be a violation of the Rules of Golf.
- Rule 4.3a(4) of the Rules of Golf states, in part: "Not Allowed: The use of equipment to listen to music or other audio to eliminate distractions or to help with swing tempo, or to view video showing play of a player during the competition that helps the player in choosing a club, making a stroke, or deciding how to play the round". Penalty for first breach is the General Penalty, for second breach penalty is Disqualification.

**NOTE:** The use of mobile devices by players for capturing and distributing social media content must comply with the PGA TOUR Official Policy for Players Posting/Streaming to Social Media On Site at Events.

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## **GUIDELINES FOR PLAYERS' USE OF SOCIAL MEDIA AT EVENTS**

All contestants in PGA TOUR events are subject to the terms and conditions of the PGA TOUR Official Policy for Players Posting/Streaming to Social Media On Site at Events. The full terms of the Policy may be found at [pgatourlinks.com](http://pgatourlinks.com).

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## **PLAYER ENDORSEMENT POLICY**

All sponsorships, endorsements, name and likeness arrangements and promotional activities (collectively, "sponsorships") of members, whether during or outside PGA TOUR competitions, are subject to this policy. When playing in PGA TOUR co-sponsored, sanctioned or approved events, non-member contestants are subject to this policy as well. Generally, all sponsorships must be tasteful and in accordance with standards of decorum expected of professional golfers. Sponsorships

that may reflect adversely upon the image and reputation of the PGA TOUR, cast the PGA TOUR in an unfavorable light, insult or offend the community or any group within the community or be viewed as hateful, abusive, obscene or divisive, as reasonably determined by the PGA TOUR, are prohibited. Further, the following addresses categories of special concern:

*Season-Long Points Competition Sponsor FedEx.* In recognition of the unique standing of FedEx as the sole sponsor of a season-long points competition on the PGA TOUR, so long as FedEx is the season-long sponsor of the PGA TOUR, no sponsorships are allowed by FedEx competitors United Parcel Services ("UPS") or DHL Express ("DHL") that involve displaying the name, logo or any product likeness of either company on a player's apparel, headwear, golf bag or golf equipment. Such provision shall apply during PGA TOUR co-sponsored, sponsored and sanctioned events to members only. Players with existing sponsorship agreements as of January 1, 2017 with either UPS or DHL will be allowed to continue or extend such relationship but may not expand upon the contractual branding or endorsement obligations in such relationships.

*Tobacco / Marijuana.* No sponsorships of any sort are permitted by companies selling tobacco products (including, starting March 1, 2019, cigars and tobacco smoked in pipes), smokeless tobacco products (including e-cigarettes and vaping products) and marijuana products (recreational and medicinal). However, a player may make appearances for any such company as long as the appearances are private and not promoted or covered publicly. Players with existing sponsorships by companies selling cigars and tobacco smoked in pipes as of March 1, 2019 will be allowed to continue or extend such sponsorships after such date but may not expand such sponsorships after such date.

*Alcohol.* A player may have a sponsorship by a beer, wine, distilled spirit or other alcohol company, subject to the following terms and conditions:

- Any ads and other promotions (using a player's name or likeness) for any alcohol company must include a social responsibility message and cannot include a direct call to action (e.g. "Call 1-800-555-5555 or visit us at [www.xyz.com](http://www.xyz.com)" or "Drink XYZ Distilled Spirit").
- A player may not display more than one name, brand, logo or other mark or identifier of any alcohol company on the player's apparel, headwear, golf bag and golf equipment in the aggregate at any time.
- No visual representation of any alcohol product (e.g., liquor bottle, etc.) may appear on a player's headwear, apparel, golf bag or golf equipment.

*Gambling.* A player may have sponsorships by casinos, sports betting, daily fantasy and other legal gambling companies, subject to the following terms and conditions:

- All sponsorships by gambling companies require the prior approval of the PGA TOUR. All sponsorships must be submitted to the PGA TOUR Competitions department in advance for review and approval.
- The gambling company must be in compliance with all applicable gambling laws.
- A player may display on the player's apparel, headwear, golf bag or golf equipment any name, brand, logo or other identifier of a gambling company.

- No visual representation of any gambling-related product (e.g., cards or dice) may appear on a player's headwear, apparel, golf bag or golf equipment.
- A player may not display on the player's apparel, headwear, golf bag or golf equipment more than one gambling-related identifier in the aggregate at any time.
- A player may appear and otherwise be used in ads and other promotions for sports betting and daily fantasy generally, but not ads and promotions that promote betting on a specific player or making a specific bet. For example, a player could appear in an ad that says, "Download the DraftKings app and bet on PGA TOUR golf," but not, "Bet on me this week." Further, each ad or promotion requires the prior approval of the PGA TOUR and must be submitted to the PGA TOUR Competitions department in advance for review and approval. Each ad or promotion must include a responsible gambling or social responsibility message (e.g., "Please remember to bet responsibly").
- A player may not enter into any sponsorship or other agreement that provides compensation to the player based on any sports betting activity (e.g., a player may not receive a revenue share based on the "handle" or revenues from sports betting).

*Logo / Mark Size, Location and Quantity.* All names, brands, logos and other marks and identifiers ("marks") on a player's apparel, headwear, golf bag and golf equipment must be in good taste as to content, size, location and quantity, as reasonably determined by the PGA TOUR. Further, all marks must satisfy the following specific terms and conditions:

- A mark (other than a mark on a golf bag) may not exceed three by five inches (3"x5").
- Marks on upper torso apparel (including shirts, sweaters, outerwear and upper torso underwear, but excluding, for clarity, belts and headwear) may appear only at the following seven locations: right and left breast, right and left sleeve, right and left collar, and the yoke of the back (i.e., just below the collar). Only one mark may appear at each such location (i.e., seven logos total are permitted for upper torso apparel).
- Marks on belts may appear only on the buckle or front buckle area. Only one mark may appear on a belt.
- Marks on lower torso apparel (including pants and outerwear, but excluding, for clarity, belts and footwear) may appear only at the following locations: the right or left back pocket area (but not both back pocket areas) and below the right or left knee (but not below both knees). Only one mark may appear at each such location (i.e., two logos total are permitted for lower torso apparel).
- The location of marks is otherwise not restricted, but all marks must satisfy the good taste requirement set forth above.

*Golf Outings.* Golf outings for all companies are subject to the conflicting events terms set forth in Section A-2 of Article V.



## **GUIDELINES FOR PAYMENTS TO PLAYERS**

Any payments, other than official prize money and prize money paid for official tournament programs, made

*by:* a host organization, title or presenting sponsor, or any person or entity acting on their behalf (collectively, "Tournament Sponsors")

*to:* a player eligible to participate in the applicable tournament

*for:* any event or activity conducted from Monday of tournament week through the day following the conclusion of the competition (the "Tournament Period"), or in general proximity to the Tournament Period

must be approved in writing by PGA TOUR no less than 45 days in advance of the applicable event.

TOUR will not approve payments it deems to (i) be designed to solicit a player's appearance in the tournament or (ii) give the appearance or perception that it is designed to solicit a player's appearance in the tournament.

Tournament Sponsors will be required to inform TOUR of all such player arrangements and all specifics of such arrangements, including player compensation, and will provide TOUR a copy of all applicable contracts.

Players not following these guidelines or accepting (directly or through an agent) payments from a Tournament Sponsor not in accordance with these guidelines, will be subject to disciplinary action, which could include a minimum fine equal to the amount of compensation received and suspension from tournament play.

These guidelines are issued as an interpretation of the Tournament Regulations relating to appearance fees and, as such, all Tournament Sponsors will be required to adhere to the guidelines as they would Tournament Regulations in accordance with their Tournament Agreement and/or Title Sponsor Agreement.

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## **PLAYER IMPACT PROGRAM**

The PGA TOUR Policy Board has implemented the Player Impact Program to reward the PGA TOUR members who, through objective measurement criteria, generate the most interest in the PGA TOUR and as a result make the most significant impact on its business. This program allows top performers to become further invested in the PGA TOUR and its business, and as a result helps to amplify the brands and earning potential for all PGA TOUR members. Questions regarding the Player Impact Program should be directed to Dan Glod, Senior Vice President, Player Partnerships, at PGA TOUR Headquarters.

# 2021–2022 FEDEXCUP POINTS AND BONUS STRUCTURE

The FedExCup Points System shall be set forth annually by the PGA TOUR Policy Board.

## FEDEXCUP POINTS STRUCTURE

### Basic Outline

The FedExCup is a season-long competition in which players accumulate points in each eligible FedExCup Points Event. At the end of the season, the winning player will be crowned the “PGA TOUR FedExCup Champion”.

### Season

The PGA TOUR’s 2021-2022 FedExCup competition runs from the 2021 Fortinet Championship through the 2022 Wyndham Championship in Greensboro and concludes with the 2021-2022 FedExCup Playoffs, which will consist of the FedEx St. Jude Championship, BMW Championship and TOUR Championship.

### FedExCup Points Distribution

- Official PGA TOUR events each award 500 FedExCup points to first place.
- THE PLAYERS Championship, The Masters Tournament, PGA Championship, U.S. Open Championship and The Open Championship will award 600 FedExCup points to first place.
- Each of the four World Golf Championships events and The Genesis Invitational, the Arnold Palmer Invitational presented by Mastercard and the Memorial Tournament presented by Workday will award 550 FedExCup points to first place.
- Additional events played during the FedExCup competition (those played the same week as a Major, World Golf Championship or full FedExCup event) will award 300 FedExCup points to first place.

FedExCup Points are awarded by finish position as defined in the point distribution tables. Limited field events during the FedExCup competition will not redistribute the points for places that do not play. For example, if the 2022 Sentry Tournament of Champions has a field of 30 players, the points awarded will be based on the points that would be awarded to each individual position in a full-field event from positions 1 to 30. This will result in the points that would have otherwise been awarded from positions 31–65 in a regular event not being awarded in the tournament.

Another example is the World Golf Championships–Dell Technologies Match Play, a 64-player field. In this limited-field event, points for positions 65 and beyond would not be awarded.

### Point Distribution by Finish Position

The table below shows the rounded number of points awarded to each position in each of the four main types of FedExCup events.

**FEDEXCUP POINT DISTRIBUTIONS**

Position	PGA TOUR Events	World Golf Champ, Genesis, Arnold Palmer & Memorial	Masters, PLAYERS, US Open, Open Champ.& PGA Champ.	Additional Events
1	500	550	600	300
2	300	315	330	165
3	190	200	210	105
4	135	140	150	80
5	110	115	120	65
6	100	105	110	60
7	90	95	100	55
8	85	89	94	50
9	80	83	88	45
10	75	78	82	40
11	70	73	77	37.5
12	65	69	72	35.0
13	60	65	68	32.5
14	57	62	64	31.0
15	55	59	61	30.5
16	53	57	59	30.0
17	51	55	57	29.5
18	49	53	55	29.0
19	47	52	53	28.5
20	45	51	51	28.0
21	43	48.733	48.733	26.756
22	41	46.467	46.467	25.511
23	39	44.2	44.2	24.267
24	37	41.933	41.933	23.022
25	35.5	40.233	40.233	22.089
26	34	38.533	38.533	21.156
27	32.5	36.833	36.833	20.222
28	31	35.133	35.133	19.289
29	29.5	33.433	33.433	18.356
30	28	31.733	31.733	17.422
31	26.5	30.033	30.033	16.489
32	25	28.333	28.333	15.556
33	23.5	26.633	26.633	14.622
34	22	24.933	24.933	13.689
35	21	23.8	23.8	13.067
36	20	22.667	22.667	12.444
37	19	21.533	21.533	11.822
38	18	20.4	20.4	11.2
39	17	19.267	19.267	10.578
40	16	18.133	18.133	9.956
41	15	17	17	9.333
42	14	15.867	15.867	8.711
43	13	14.733	14.733	8.089

Position	PGA TOUR Events	World Golf Champ, Genesis, Arnold Palmer & Memorial	Masters, PLAYERS, US Open, Open Champ. & PGA Champ.	Additional Events
44	12	13.6	13.6	7.467
45	11	12.467	12.467	6.844
46	10.5	11.9	11.9	6.533
47	10	11.333	11.333	6.222
48	9.5	10.767	10.767	5.911
49	9	10.2	10.2	5.6
50	8.5	9.633	9.633	5.289
51	8	9.067	9.067	4.978
52	7.5	8.5	8.5	4.667
53	7	7.933	7.933	4.356
54	6.5	7.367	7.367	4.044
55	6	6.8	6.8	3.733
56	5.8	6.573	6.573	3.609
57	5.6	6.347	6.347	3.484
58	5.4	6.12	6.12	3.36
59	5.2	5.893	5.893	3.236
60	5	5.667	5.667	3.111
61	4.8	5.44	5.44	2.987
62	4.6	5.213	5.213	2.862
63	4.4	4.987	4.987	2.738
64	4.2	4.76	4.76	2.613
65	4	4.533	4.533	2.489
66	3.8	4.307	4.307	2.364
67	3.6	4.08	4.08	2.24
68	3.4	3.853	3.853	2.116
69	3.2	3.627	3.627	1.991
70	3	3.4	3.4	1.867
71	2.9	3.287	3.287	1.804
72	2.8	3.173	3.173	1.742
73	2.7	3.06	3.06	1.68
74	2.6	2.947	2.947	1.618
75	2.5	2.833	2.833	1.556
76	2.4	2.72	2.72	1.493
77	2.3	2.607	2.607	1.431
78	2.2	2.493	2.493	1.369
79	2.1	2.38	2.38	1.307
80	2	2.267	2.267	1.244
81	1.9	2.153	2.153	1.182
82	1.8	2.04	2.04	1.12
83	1.7	1.927	1.927	1.058
84	1.6	1.813	1.813	0.996
85	1.5	1.7	1.7	0.933

**NOTE:** Positions 66–85 are shown to represent possible ties for 65th position.

Ties – Points will be distributed to those in tying positions using the same method currently used to distribute prize money when there is a tie. That is, the total points for each tying position will be averaged and that average will be distributed to each player in the tying position.

**FedExCup Playoffs**

At the conclusion of the season, the top 125 players in points plus ties will be eligible to play in the FedExCup Playoffs. At that point, each player will carry all points earned through the FedExCup competition through the first two playoff events. The first two events of the FedExCup Playoffs will award 2,000 points to the player finishing first with remaining points distributed as shown below.

Position	Points Awarded	Position	Points Awarded
1	2,000	37	76
2	1,200	38	72
3	760	39	68
4	540	40	64
5	440	41	60
6	400	42	56
7	360	43	52
8	340	44	48
9	320	45	44
10	300	46	42
11	280	47	40
12	260	48	38
13	240	49	36
14	228	50	34
15	220	51	32
16	212	52	30
17	204	53	28
18	196	54	26
19	188	55	24
20	180	56	23.2
21	172	57	22.4
22	164	58	21.6
23	156	59	20.8
24	148	60	20
25	142	61	19.2
26	136	62	18.4
27	130	63	17.6
28	124	64	16.8
29	118	65	16
30	112	66	15.2
31	106	67	14.4
32	100	68	13.6
33	94	69	12.8
34	88	70	12
35	84	71	11.6
36	80		

Position	Points Awarded
72	11.2
73	10.8
74	10.4
75	10
76	9.6
77	9.2
78	8.8

Position	Points Awarded
79	8.4
80	8
81	7.6
82	7.2
83	6.8
84	6.4
85	6

**FEDEXCUP PLAYOFFS POINTS DISTRIBUTION FIRST TWO EVENTS**

The top 125 players from the FedExCup competition, after the Wyndham Championship, will be eligible to play in the first playoff event. In the event that one of those players is unable or chooses not to play, the field will be shortened and no alternates will be added.

The FedExCup Playoffs will feature a progressive cut through the first two events to determine the final 30 players who qualify for the TOUR Championship. FedEx St. Jude Championship opens the FedExCup Playoffs with 125 players and ties, followed by the BMW Championship with 70 players and ties.

The top 30 players and ties earning points through the BMW Championship will be eligible to play in the TOUR Championship. In the event any of the 30 eligible players is unable or chooses not to play in the TOUR Championship, alternates will not be added to fill the field.

**TOUR Championship Starting FedExCup Strokes**

At the conclusion of the BMW Championship, the top 30 players and ties in the FedExCup Points standings will be eligible for the TOUR Championship and will be awarded starting strokes for Round 1 based on their position. The starting strokes awarded at the TOUR Championship are shown in the table below. The TOUR Championship will be played as a 72-hole stroke play event from the starting stroke positions. The player with the lowest stroke total including starting strokes in the TOUR Championship will be named winner of the FedExCup and will be awarded an official PGA TOUR victory.

In the event there are tied players at any position going into the TOUR Championship, tied players will be awarded the same number of starting strokes for Round 1. For example, if two players are tied for second position in the points standings going into the TOUR Championship, both players would receive – 8 starting strokes and the player in fourth position would receive – 6 starting strokes. – 7 starting strokes would not be awarded. Any professionals that are qualified for the TOUR Championship but are unable to participate will not be awarded starting strokes for Round 1 and starting stroke positions for the remaining players will not be reallocated. For example, if the player in position two is unable to participate, – 8 starting strokes would not be awarded, and the player in third position would be awarded – 7 starting strokes.

Position	TOUR Championship Round 1 Starting FedExCup Strokes
1	-10
2	-8
3	-7
4	-6
5	-5
6-10	-4
11-15	-3
16-20	-2
21-25	-1
26-30	Even

In the event of a tie for first place following the TOUR Championship, the FedExCup winner will be decided in a sudden-death playoff immediately following completion of competition. The sudden-death playoff will follow the same format that would be used in the event of a tie for first place at a PGA TOUR cosponsored stroke play tournament.

In the event of a tie for positions below first place following the TOUR Championship, the FedExCup bonus distribution will be allocated using the same method currently used to distribute prize money when there is a tie. That is, the total money for each tying position will be averaged and that average will be distributed to each player in the tying position.

Any professional that is qualified for the TOUR Championship but unable to participate and/or any professional who is disqualified or withdraws for any reason will finish in last position for the TOUR Championship.

**Other Notes**

FedExCup points are distributed to players earning official money. Only players who are Regular Members of the PGA TOUR or become Regular Members during the season (as defined by PGA TOUR tournament regulations) will be listed on the "FedExCup Points List." Special Temporary Members and Non-Members who earn FedExCup points will not appear on the "FedExCup Points List," but will be tracked on a Non-Member FedExCup Points List. Amateurs will not be eligible to earn FedExCup points. For example, if an amateur finishes 3rd at an event and a regular PGA TOUR member finishes 4th, the PGA TOUR member will receive 4th place points – third place points will not be awarded at all.

Points will be awarded at official PGA TOUR FedExCup events where official money is earned. Please refer to Article IV, Section A.6 of the PGA TOUR Tournament Regulations for the definition of Official Money. For purposes of the PGA TOUR Tournament Regulations, the TOUR Championship will be considered an official money event even though prize money is not distributed. FedExCup bonus money will be deemed not to be official money and will not be included on the Official PGA TOUR Money List.

Points won by Non-Members and Special Temporary Members who subsequently become Regular PGA TOUR Members during the season will be counted on the FedExCup Points List, along with any FedExCup Points earned as a Non-Member (excluding those won at the 2022 Barbasol Championship, 2022 Barracuda Championship and World Golf Championship events as a Non-Member).

All FedExCup point totals will be calculated and rounded to three decimals. As noted earlier, in the event that there is a tie to three decimal places, at one of the progressive cut levels during the FedExCup Playoffs, the tied players will be added to the field.

# FEDEXCUP BONUS STRUCTURE

## CASH AND DEFERRED COMPENSATION

### Comcast Business TOUR Top 10

At the conclusion of the Regular Season, bonus money will be distributed to the top 10 players on the FedExCup Points List as shown below.

Position	Amount
1	\$2,000,000
2	\$1,500,000
3	\$1,200,000
4	\$1,100,000
5	\$1,000,000
6	\$850,000
7	\$700,000
8	\$600,000
9	\$550,000
10	\$500,000
TOTAL	\$10,000,000



# FEDEXCUP BONUS STRUCTURE

## CASH AND DEFERRED COMPENSATION

At the conclusion of the FedExCup, bonus money will be distributed as follows:

### BONUS DISTRIBUTION

Place	Cash	Deferred	Total	Place	Deferred
1	\$17,000,000	\$1,000,000	\$18,000,000	31	\$250,000
2	5,500,000	1,000,000	6,500,000	32	236,000
3	4,000,000	1,000,000	5,000,000	33	228,000
4	3,000,000	1,000,000	4,000,000	34	221,000
5	2,100,000	900,000	3,000,000	35	214,000
6	1,700,000	800,000	2,500,000	36	211,000
7	1,300,000	700,000	2,000,000	37	209,000
8	900,000	600,000	1,500,000	38	208,000
9	700,000	550,000	1,250,000	39	207,000
10	500,000	500,000	1,000,000	40	206,000
11	475,000	475,000	950,000	41	205,000
12	450,000	450,000	900,000	42	204,000
13	425,000	425,000	850,000	43	203,000
14	400,000	400,000	800,000	44	202,000
15	380,000	380,000	760,000	45	201,000
16	360,000	360,000	720,000	46	200,000
17	350,000	350,000	700,000	47	199,000
18	340,000	340,000	680,000	48	198,000
19	330,000	330,000	660,000	49	197,000
20	320,000	320,000	640,000	50	196,000
21	310,000	310,000	620,000	51	195,000
22	300,000	300,000	600,000	52	194,000
23	290,000	290,000	580,000	53	193,000
24	280,000	285,000	565,000	54	192,000
25	270,000	280,000	550,000	55	191,000
26	265,000	275,000	540,000	56	190,000
27	260,000	270,000	530,000	57	189,000
28	255,000	265,000	520,000	58	188,000
29	250,000	260,000	510,000	59	187,000
30	245,000	255,000	500,000	60	186,000
				61-65	185,000
				66-70	175,000
				71-85	140,000
				86-100	130,000
				101-125	120,000
				126-150	85,000
				Total Cash	\$43,255,000
				Total Deferred	\$31,745,000
				Grand Total	\$75,000,000

## **SPECIAL AWARDS**

### **PGA TOUR PLAYER OF THE YEAR/JACK NICKLAUS AWARD**

The Player Advisory Council and the Player Directors annually nominate a list of players for the PGA TOUR Player of the Year. PGA TOUR members who have played in at least 10 official money tournaments during the season vote on this award. The player who receives the most votes will receive the Jack Nicklaus Award as the PGA TOUR Player of the Year.

### **PGA TOUR ROOKIE OF THE YEAR/ARNOLD PALMER AWARD**

The Player Advisory Council and the Player Directors nominate annually a list of first-season PGA TOUR members for the PGA TOUR Rookie of the Year. A player's rookie season ("Rookie Year") is defined as the season in which he becomes a PGA TOUR member (including Special Temporary Members) and plays in 10 or more events as a member or finishes in the Top 125 on the Official FedExCup Points List or qualifies as a Top 125 Non-member, whichever occurs first.

Further, for purposes of this definition, a new member (including Special Temporary Members) shall not be eligible to be a rookie if he has previously played in more than seven (7) Official PGA TOUR Money events as a professional in any prior season.

PGA TOUR members who have played in at least 10 official money tournaments vote on this award. The Ryder Cup, Presidents Cup and Olympic Games count as one of the 10.

### **PGA TOUR COURAGE AWARD**

Presented to an individual who, through courage and perseverance, has overcome extraordinary adversity (such as personal tragedy or a debilitating injury or illness) to make a significant and meaningful contribution to the game of golf. The recipient of the Award will be selected by the Commissioner and the Player Directors. In their discretion, the Commissioner and the Player Directors may determine that circumstances do not warrant the selection of an award recipient in a given year.

### **BYRON NELSON AWARD**

The player having the lowest adjusted scoring average will be awarded the Byron Nelson Award (minimum of 35 rounds required).

### **VARDON TROPHY**

The Vardon Trophy is awarded annually to the touring professional with the lowest adjusted scoring average. It is based on a minimum of 45 official rounds in events cosponsored or approved by the PGA TOUR, with no incomplete rounds (i.e., stipulated rounds as defined by the Rules of Golf, as approved by the USGA and the Royal & Ancient Golf Club of St. Andrews, Scotland). The adjusted score is computed from the average score of the field at each tournament. As a result, a player's adjusted score may be higher or lower than his actual score. For example, a player shoots 70 each day at a tournament, while the field average is 73. His 280 total would then be adjusted

to 268, since he actually played 12 shots better than the field did at the tournament. Any player with an incomplete round is ineligible to win the Vardon Trophy.

## **PGA TOUR LIFETIME ACHIEVEMENT AWARD**

This award is given to recognize individuals who have made outstanding contributions to the PGA TOUR over an extended period, through their performance on the golf course as well as by their actions off the golf course in serving as ambassadors of the game. The PGA TOUR Policy Board will select the person who receives this award.

## **PAYNE STEWART AWARD**

This award will be presented annually to a PGA TOUR player who shares:

- Payne Stewart's respect for the traditions of the game
- His commitment to uphold the game's heritage of charitable support
- His professional and meticulous presentation of himself and the integrity of the sport.

Award nominees and the winner will be selected by the Commissioner's Office, in consultation with a panel composed of the current chairman of the Player Advisory Council, one of the TOUR's independent directors, the president of the USGA, the president of the PGA of America, the current President of the PGA TOUR Tournaments Association and past winners of the Payne Stewart Award.

# **2021–2022 PGA TOUR TOURNAMENT REGULATIONS**

# PGA TOUR TOURNAMENT REGULATIONS

These *Tournament Regulations* shall govern the operation and administration of cosponsored and coordinated PGA TOUR tournaments.

These *Regulations* may be amended or repealed from time to time as provided in Article IX, Section H of these *Regulations*.

The Commissioner of PGA TOUR shall interpret and apply these *Regulations* and, in the interim between meetings of the PGA TOUR Policy Board, if he deems it in the interest of the game of golf, the host organizations, the public or the players, may waive or suspend the application of any one or more of these *Regulations*.

No right or privilege pursuant to these *Regulations* shall be denied on the basis of race, religion, sex, gender, sexual orientation, or national origin.

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\* PGA TOUR is the trade name of PGA TOUR, Inc., a Maryland nonprofit corporation (formerly Tournament Players Association, Inc.)

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# I. DEFINITIONS

- A. A "PGA TOUR (Regular TOUR)" tournament means any tournament for which the eligible players are as described in Article III, Section A of these Regulations .
- B. A "cosponsored" tournament is a golf competition for which PGA TOUR contracts with a cosponsor. The respective responsibilities of PGA TOUR and the cosponsor with respect to such a tournament shall be as set forth in the Tournament Agreement for such tournament.
- C. An "approved" tournament is a golf competition endorsed by PGA TOUR but for which PGA TOUR has no contract with the tournament's sponsor (Masters Tournament, U.S. Open, The Open Championship, PGA Championship, The Presidents Cup, Ryder Cup and Olympic Games).
- D. An "open tournament" is a cosponsored tournament for which all players eligible under these Regulations may apply to enter.
- E. An "invitation tournament" is a cosponsored tournament whose participants are invited by the cosponsor in accordance with categories set forth in the Tournament Agreement with PGA TOUR.
- F. A "coordinated" tournament is a PGA TOUR-sanctioned tournament for which a Tournament Agreement exists, but for which (due to field size, time of season or other such special circumstance) the purse is not considered official money, and for which a conflicting event release is not required.
- G. "Exempt" (e.g., an "exempt player") means automatically eligible to compete in particular tournaments without any additional (i.e., tournament-by-tournament) qualifying, subject to the availability of space in the field and to these Regulations.
- H. The "Official PGA TOUR Money List" is the list of PGA TOUR members ranked according to the amount of official money (see Article IV, Section B-6 of these Regulations) each has won in PGA TOUR cosponsored or approved tournaments in the applicable time period. Those players who are members of the PGA TOUR as of the beginning of the applicable time period and those who become Regular Members (as defined in Article IX, Section A.1 of these Regulations) during the course of the applicable time period will be included on the "Official PGA TOUR Money List." A player who ceases to be a member of the PGA TOUR during the applicable time period shall be removed from the "Official PGA TOUR Money List." Prize money earned by a nonmember or Special Temporary Member in the 2022 Barbasol Championship, 2022 Barracuda Championship and any official money World Golf Championship events will be deemed not to be official money and will not be included on the Official PGA TOUR Money List.
- I. The "Official PGA TOUR Career Money List" is the list of players ranked according to the amount of official money (see Article IV, Section B-6 of these Regulations) each has won in PGA TOUR (Regular TOUR) cosponsored or approved tournaments during the player's entire career. Further, for PGA TOUR members only, the Official PGA TOUR Career Money List will include official money won in the 2022 Barbasol Championship, 2022 Barracuda Championship

and World Golf Championship events, if such PGA TOUR member was a member, other than a Special Temporary Member, at such time he played in these event(s).

**NOTE:** However, money earned by a Special Temporary Member at the 1999 WGC NEC Invitational will be included on the Official PGA TOUR Career Money List.

- J. The "Official Korn Ferry Tour Points List" is the list of players ranked according to the amount of official points, as determined in accordance with the Korn Ferry Tour *Tournament Regulations*, each has won in Korn Ferry Tour cosponsored tournaments in the applicable time period.
- K. The "FedExCup Points List" is the list of PGA TOUR members ranked according to the amount of FedExCup Points each has won in PGA TOUR cosponsored or approved tournaments in the applicable time period. Those players who are members of the PGA TOUR as of the beginning of the applicable time period and those who become Regular Members (as defined in Article IX, Section A.1 of these Regulations) during the applicable time period are eligible to earn FedExCup Points and will be included on the "FedExCup Points List". FedExCup Points earned during a period when a player is not a Regular Member of PGA TOUR will not be listed on the "FedExCup Points List", but will be listed on a Non-Member FedExCup Points List. Points won by Non-Members and Special Temporary Members who subsequently become regular PGA TOUR Members during the season will be counted on the FedExCup Points List, along with any FedExCup Points earned as a non-member (excluding those won at the 2022 Barbasol Championship, 2022 Barracuda Championship and World Golf Championship events as a non-member). A player who ceases to be a member of the PGA TOUR during the applicable time period shall be removed from the "FedExCup Points List" and any points earned will be shown on the Non-Member FedExCup Points List. FedExCup Points earned by a Non-member or Special Temporary Member in the 2022 Barbasol Championship, 2022 Barracuda Championship and any official money World Golf Championship events will not be counted for the purposes of the "FedExCup Points List." The FedExCup Points System shall be determined annually by the PGA TOUR Policy Board, and may be amended from time to time by the PGA TOUR Policy Board.

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## II. TOURNAMENT AGREEMENT

All PGA TOUR cosponsored and coordinated tournaments shall be conducted pursuant to a written contract between PGA TOUR and the tournament host organization (the "Tournament Agreement"). The Commissioner of PGA TOUR as its chief executive officer, or his designated representative, is authorized to execute Tournament Agreements on behalf of PGA TOUR. The Tournament Agreements shall be in conformance with these *Regulations*, which shall be incorporated by reference therein and be a part thereof.

### III. ELIGIBILITY FOR TOURNAMENT PLAY

#### A. PGA TOUR

Subject to the approval of PGA TOUR and to the availability of places in particular tournament fields as determined by PGA TOUR, players eligible to compete in cosponsored tournaments shall be PGA TOUR members (including temporary members) and qualified amateurs in the following categories:

#### 1. ELIGIBLE PLAYERS

Eligible players, listed in order of the priority that shall be used to complete the starting field in open cosponsored tournaments:

##### a. Special Exemptions

- (1) Winners of PGA Championship or U.S. Open prior to 1970 or in the last six seasons and the current season.

**NOTE:** Winners of PGA Championship or U.S. Open prior to 1970 must have made at least one cut in a cosponsored or approved tournament within the five seasons preceding the tournament such member has entered in order to retain a normal spot in the starting field of such open cosponsored tournament. If such member has not made at least one such cut, the member shall be added to the field in any of the open tournaments in each season until the season immediately following the season in which the member last made a cut in a cosponsored or approved tournament.

- (2) Winners of THE PLAYERS Championship in the last six seasons and the current season.
- (3) Winners of the Masters Tournament in the last six seasons and the current season.
- (4) Winners of The Open Championship in the last six seasons and the current season.
- (5) Winner of the 2018 TOUR Championship.
- (6) Winners of official money World Golf Championship events in the last four seasons and the current season.
- (7) Winners of the Arnold Palmer Invitational presented by Mastercard, the Memorial Tournament presented by Nationwide and The Genesis Invitational (starting with the 2020 winner) in the last four seasons and the current season.
- (8) The winner of the FedExCup in each of the last six seasons.
- (9) The leader from the final Official PGA TOUR Money List from 2015/16.



- (10) Winners of PGA TOUR cosponsored or approved tournaments (excluding winners of the 2022 Barbasol Championship and 2022 Barracuda Championship who were non-members at the time of their victory), whose victories are considered official, in the last three seasons and the current season.

**NOTE:** Winners are exempt for two seasons following the end of the season in which they win, except that:

- (a) Winners of two cosponsored or approved tournaments in a season are exempt for three seasons following the end of the season in which they win their tournaments;
- (b) Winners of three tournaments in a season are exempt for four seasons; and
- (c) Winners of four or more tournaments in a season are exempt for five seasons.

**NOTE:** A player who earns a multiple season exemption for winning the FedExCup beginning with the 2018–2019 season, the Masters, THE PLAYERS Championship, U.S. Open, The Open Championship, PGA Championship (five season exemption), TOUR Championship, an official money World Golf Championship event, The Genesis Invitational, Arnold Palmer Invitational presented by Mastercard, the Memorial Tournament presented by Workday (three season exemption) or two or more cosponsored tournaments in a season shall have his multiple season tournament winner exemption extended by one season for each official victory in the subsequent season(s), but in no case shall it be extended beyond five seasons from the current season.

**NOTE:** A player who was eligible for tournament play under a multiple season exemption in the 2019-2020 season had his exemption extended by one season without restriction on a one-time only basis.

**NOTE:** If a player under 18 years of age wins a PGA TOUR cosponsored or approved event, such player, upon reaching age 18 and joining the PGA TOUR, would be entitled to the remainder of the exemption provided as a result of such win, which shall be determined as if it commenced on the date of such win.

- (10a) Winners of the Barbasol Championship and Barracuda Championship in the current season who were non-members at the time of their victory.

**NOTE:** Winners of the opposite events which provide 50 playing opportunities for European Tour members, who were non-members at the time of their victory, are exempt for one season following the end of the season in which they win. PGA TOUR members who win receive a standard two season exemption.

- (11) Players on the Official PGA TOUR Career Money List or with a minimum of 300 career cuts made, as follows:

- (a) The top 50 members on the Official PGA TOUR Career Money List following the conclusion of the event immediately preceding the first FedExCup Play-offs event (Wyndham Championship) may elect to use a one-time, one-season

special exemption for the next season, subject to the conditions set forth below and provided such a member has not previously used a 300 career cuts made exemption as outlined in (b) below or one or more seasons of Official PGA TOUR Career Money List exemptions, except as provided for in (c) below.

- (b) PGA TOUR Members who have accumulated 300 or more PGA TOUR career cuts made following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship) and have participated in 15 or more PGA TOUR events in the previous season or have participated in less than 15 events and otherwise qualify for a Medical/Family Crisis/Mandatory Obligation Extension may elect to use a one-time, one-season special exemption for the next season, subject to the conditions set forth below and provided such member has not previously used a Top-50 Career Money List exemption as provided for in (a) above.

Players utilizing a 300 career cuts made exemption will be placed in the last position within of the Top Finishers of the Korn Ferry Tour Category as provided in Section A-1g of this Article III ("Top Finishers of the Korn Ferry Tour") and ahead of players under a Major Medical/Family Crisis/Mandatory Obligation Extension who were eligible for tournaments as provided in Section A1-g of this Article III ("Top Finishers of the Korn Ferry Tour"). Players will be ranked based on total number of PGA TOUR career cuts. If two or more members are tied based on the number of PGA TOUR career cuts, the member who is highest on the Official PGA TOUR Career Money List shall be first eligible.

- (c) The top 25 members on the Official PGA TOUR Career Money List following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship) may elect to use this special one-time, one-season exemption for the next season, subject to the conditions set forth below and provided that the member may be eligible for both seasons of this exemption only if he: (i) is among the top 25 on the Official PGA TOUR Career Money List at the time of his first season of such exemption, and remains among the top 50 on the Official PGA TOUR Career Money List at the end of the FedExCup Season preceding the second season of such exemption; or (ii) accepts the first such exemption as one of the top 50 members on the Official PGA TOUR Career Money List as provided in (a) above, and then is among the top 25 on the Official PGA TOUR Career Money List as of the end of the FedExCup Season preceding the second season for which he requests such exemption.
- (d) Members intending to use the eligibility in this subsection in a season must so inform the Commissioner in writing within 10 days after the conclusion of the previous FedExCup Regular Season (August 17, 2021).
- (e) A member playing under the exemption provided in Subsection (a), (b) or (c) above, who experiences an injury or other medical disability sufficiently serious to prevent such member from competing in PGA TOUR tournaments for the remainder of such season, shall be entitled to play under the applicable exemption as provided in Subsection (a), (b) or (c) above in the following season, subject to the following terms and conditions:

- (i) The Commissioner, in his discretion and after review of such medical reports and examinations as he deems appropriate, determines that the applicable member has suffered an injury or medical disability sufficiently serious to prevent such member from competing in PGA TOUR tournaments for the remainder of the season;
  - (ii) Such member has competed in five or fewer PGA TOUR tournaments in such season (**NOTE:** If a member has competed in more than five PGA TOUR tournaments in such season, he may be entitled to a special medical extension in accordance with Section A-1d of Article III of the Tournament Regulations);
  - (iii) Such member may not compete in PGA TOUR tournaments for the remainder of such season, with the exception of a maximum of five unofficial money tournaments and/or Korn Ferry Tour tournaments for which such member is otherwise eligible;
  - (iv) Such member has not previously had his eligibility under subsection (a), (b) or (c) above extended to a subsequent season as a result of the same injury or medical disability.
  - (v) No more than one full season shall have passed between the time such member has experienced such injury or other medical disability and the time such member resumes play under subsection (a), (b) or (c) above, unless, in the case of severe injury to a member, the Commissioner, in the exercise of his discretion, determines to permit a member to have additional recuperation time.
- (12) On invitation of the tournament sponsor, a maximum of eight players (which may include amateurs with USGA handicaps of zero strokes or less), provided that:
- (a) If the tournament field is such that not all of the Top Finishers of the Korn Ferry Tour (see Section A-1g of this Article III) can otherwise be accommodated, then the sponsor shall utilize not less than two of its sponsor exemptions for such Top Finishers of the Korn Ferry Tour. For the purposes of sponsor invitation, players utilizing a 300 career cuts made exemption shall not be eligible for exemptions for such Top Finishers of the Korn Ferry Tour.
  - (b) Not less than two of such sponsor exemptions shall be PGA TOUR members not otherwise exempt for the tournament.
  - (c) Players shall be eligible for sponsor exemptions as follows: (i) PGA TOUR members – unlimited number of sponsor exemptions; and A-1d other players – such number of sponsor exemptions as are extended, provided that such number shall not exceed the provisions set forth in the NOTE at the conclusion of Section A-1a (17) of this Article III.

**NOTE:** At official money tournaments, a member who failed to commit to the tournament by the commitment deadline and who would not have been part of the eligible field at such deadline may accept an unrestricted sponsor exemption after the deadline.

**NOTE:** At unofficial money tournaments only, the sponsor may utilize “unrestricted” sponsor exemptions on any member or nonmember, regardless of his commitment status.

**NOTE:** A tournament sponsor may not (i) hold a fundraising qualifying event for the purpose of determining a sponsor exemption or (ii) directly or indirectly award, offer or sell a sponsor exemption in exchange for any cash, in-kind or other consideration from a player, agency, sponsor, intermediary or any other person or entity. Without limitation, a tournament sponsor may not offer or sell a sponsorship, including any local sponsorship, pro-am or hospitality package, that is conditioned (in writing or implicitly) on the sponsor having the authority to directly or indirectly award a sponsor exemption. Further, without limitation, a tournament sponsor may not facilitate or enter into any arrangement whereby a player directly or indirectly provides cash, in-kind assets (e.g., an appearance), a share of the player's prize money, a commitment from the player to engage the tournament sponsor for representation (where the tournament sponsor is also a player management group) or other consideration for a sponsor exemption. In the event of a potential violation, the PGA TOUR may request, and the tournament sponsor must provide, copies of contracts and other communications, financial reports, interviews and other information relating to the potential violation. A violation of the provisions of this paragraph will result in such sanctions determined by PGA TOUR, which will depend on the severity of the violation, whether the violation is a first or repeated offense and other factors. The sanctions may include a warning, loss of PGA TOUR accreditation for the Tournament Director, the loss of financial support from the PGA TOUR including loss of its annual cash contribution contingent on compliance and/or the loss of one or more sponsor exemptions for the current and/or future years. Further, a violation of these provisions would be a breach of the tournament agreement and could result in the termination of the tournament agreement. Further, a player who violates the provisions set forth in Article IV. Section B (No Guarantee for Appearance) of these Regulations will be deemed to have engaged in conduct unbecoming a professional and may be subject to a fine, suspension from play in PGA TOUR cosponsored or approved tournaments, permanent disbarment from such play, an appropriate combination thereof or other discipline.

(13) Two foreign players designated by the Commissioner.

**NOTE:** Foreign players wishing to apply for this exemption category must notify the Commissioner's office in writing not later than 30 days prior to the event in question.

**NOTE:** PGA TOUR, PGA TOUR Champions, Korn Ferry Tour, PGA TOUR Latinoamérica, PGA TOUR Canada, and PGA TOUR China members are not eligible for such an exemption.

- (14) The current PGA National Professional Champion for a maximum of six open tournaments (three must be from open tournaments held opposite the Arnold Palmer Invitational presented by Mastercard, Genesis Scottish Open, The Open Championship and the World Golf Championships if available), in addition to any sponsor exemptions. This exemption does not apply to open, limited-field events.
- (15) Either the current winner of the PGA Section Championship, the current PGA Section Player of the Year, or a PGA Section Member who wins a qualifying event for the applicable tournament that is conducted by the PGA Section in which the PGA TOUR tournament is played as determined by the Section.
- (16) The top four finishers at open qualifying held in accordance with applicable PGA TOUR policies and procedures. Such open qualifying shall normally be held on Monday of the tournament week, and shall be open to all amateurs with USGA handicaps of two strokes or less and to all professional golfers, with no limit as to the number of attempts to qualify. In the event that conditions make it impractical to host open qualifying, no qualifying will be held, and these spots will revert back to the field.

**NOTE:** PGA TOUR members who have not committed to the tournament by the commitment deadline may enter open qualifying provided they have entered open qualifying by the required entry deadline, which currently is 5 p.m. local time the Friday before open qualifying.

**NOTE:** The entry fee for non-members in open qualifying shall be \$500. The entry fee for PGA TOUR members in open qualifying shall be \$0. The entry fee for PGA TOUR Champions (Regular Members only) and Korn Ferry Tour members in open qualifying shall be \$100.

- (17) For the particular tournaments won, previous winners of PGA TOUR cosponsored tournaments with the same tournament sponsor, except for team tournaments, as follows:

- (a) Winners prior to July 28, 1970: unlimited exemptions for such tournaments.

**NOTE:** Winners prior to July 28, 1970 must have made at least one cut in a cosponsored or approved tournament within the five seasons preceding the tournament for which such member is exempt and has entered in order to retain a normal spot in the starting field of such tournament. If such member has not made at least one such cut, the member shall be added to the field of such tournament in each season until the season immediately following the season in which the member last made a cut in a cosponsored or approved tournament.

- (b) Winners after January 1, 2000: Five seasons of such exemptions for such tournaments, computed from the time of winning.

**NOTE:** A player who is not a member of PGA TOUR shall be eligible to play in not more than twelve cosponsored or approved tournaments per season (which shall include THE PLAYERS Championship, Masters Tournament, U.S. Open,

The Open Championship, PGA Championship and official money World Golf Championship events but shall exclude any of the following events which he played via a "special invitation": THE PLAYERS Championship, Masters Tournament, U.S. Open, The Open Championship and PGA Championship) through such special exemptions as sponsor exemptions and foreign exemptions (up to a combined maximum of seven), top-10 finishers in previous tournament, meeting invitational criteria to invitational tournaments or official-money World Golf Championship events, sectional qualifying, or any combination thereof.

A player who is not a member of PGA TOUR shall be eligible to play in any tournament in which he qualifies to play through open qualifying, or in accordance with Section A-1q of this Article III (finishers beyond 150th place of the prior season's FedExCup Points List), without regard to such twelve-tournament limitation. Attempting to qualify for a tournament through open qualifying does not count as "playing in a tournament" for purposes of this section.

- (18) Life Members (as defined in Section A-4, Article IX). To be eligible under this category, such Life Members must maintain a scoring average no greater than three strokes above the field average for the rounds of golf in which they have played during each season. Should any such member's scoring average exceed three strokes above the field average, such member shall lose such exempt position for the following season, and shall be placed in the highest eligibility category for which such player otherwise qualifies. If more than one full season has elapsed since a Life Member last played in a PGA TOUR cosponsored or approved tournament, such member shall not be eligible hereunder, and shall be placed in the next highest eligibility category for which that member qualifies for the next season. Should such member subsequently maintain the scoring average as required herein, such Life Member shall regain eligibility under this category for the following season.

**b. Top 125 from FedExCup Points List**

If not otherwise exempt under Section A.1.a. of this Article III ("Special Exemptions"), the top 125 finishers on the previous season's FedExCup Points List in order of their positions on the list.

**c. Top 125-Nonmembers**

If not otherwise exempt under Section A.1.a to Section A.1.d of this Article III, those nonmembers and Special Temporary Members in the previous season whose points on the Non-Member FedExCup Points List for the previous season equals or exceeds the amount of FedExCup points earned by the player finishing in 125th position on the previous season's FedExCup Points List following the conclusion of the event immediately proceeding the first FedEx Cup Playoff event (Wyndham Championship); provided, however, that points earned by a nonmember or Special Temporary Member in the 2022 Barbasol Championship, 2022 Barracuda Championship, and an official money World Golf Championship event will be deemed not to be official points and will not be included on the FedExCup Points List and further provided that such player joined the PGA TOUR in accordance with Section A.1.d of Article IX of these Regulations (i.e. within 10 days after the conclusion of the previous FedExCup Season (August 17, 2022)). If more than one player is included in this category, players with the greater amount of combined points shall have priority access to tournaments.

**d. Major Medical/Family Crisis/Mandatory Obligation Extension**

(1) A member who meets the requirements in (1)(a)(i), (1)(a)(ii) or (1)(a)(iii) and (1)(b) below shall be entitled to the Major Medical/Family Crisis/ Mandatory Obligation Extension for which he qualifies in accordance with Section A-1d(2) of this Article III, and shall be exempted into PGA TOUR tournaments prior to those players meeting the requirements of Section A-1e of this Article III; provided, however, if such member, at the time of his injury, the occurrence of the family crisis or mandatory obligation was eligible for tournaments as provided in Section A-1g of this Article III (the "Top Finishers of the Korn Ferry Tour" category), then such player's eligibility will be as provided in Section A-1g of this Article III. Such member will be placed in the last position within the Top Finishers of the Korn Ferry Tour category. Further, if such member finished as one of the 25 finishers below 125th place on the FedExCup Points List category in the season such player experienced such injury, family crisis, or mandatory obligation then such player's eligibility priority shall be as provided in Section A-1k of this Article III (i.e., after the 25 finishers beyond 125th place on the FedExCup Points List):

(a)(i) In the discretion of the Commissioner after the review of such medical reports and examinations as the Commissioner deems appropriate, a member has experienced an injury or other medical disability sufficiently serious to prevent such member from competing on a regular basis in PGA TOUR tournaments for a minimum of four months from the date of the injury or other medical disability, (**NOTE:** if a member's injury is considered initially as not serious enough to prevent such member from competing for a minimum of four months but later proves to be, additional medical reports can be submitted to the Commissioner for purposes of allowing him to make such a determination) and

(a)(ii) In the discretion of the Commissioner and after a review of medical reports and examinations and any other information the Commissioner deems appropriate, a member's spouse or child has experienced a medical condition or other disability that prevents the member from competing on a regular basis in PGA TOUR tournaments for a minimum of four months from the date of the spouse or child's medical condition or other disability, (**NOTE:** if a spouse or child's medical condition or other disability is considered initially not serious enough to prevent the member from competing for a minimum of four months but later proves to be, additional medical reports can be submitted to the Commissioner for purposes of allowing him to make such a determination): and

(a)(iii) In the discretion of the Commissioner after a review of all information the Commissioner deems appropriate, an unavoidable circumstance, including but not limited to mandatory military service or religious obligation, prevents the member from competing in PGA TOUR tournaments for a minimum period of four months from the date of the beginning of the member's mandatory obligation.

(b) Either (i) was a fully exempt player in an eligibility category through and including the Top Finishers of the Korn Ferry Tour category in the season such player experienced an event described in paragraph (1)(a)(i), (1)(a)(ii) or (1)(a)(iii) above (the "Extension Event") (without regard to the number of seasons such player

has been a member); or (ii)(A) has maintained an average finish position in the top 100 on the FedExCup Points List for the last five full previous seasons, if such member has played the PGA TOUR for five or more full seasons, or who has an average finish position in the top 100 on the FedExCup Points List for all the full seasons in which such member has played the PGA TOUR, if less than five full seasons, but not less than three, and (ii)(B) in the season such player experienced the Extension Event was not lower than the 25th finisher beyond 125th place in the FedExCup Points List category.

**NOTE:** Eligibility priority among members who qualify for a Major Medical/Family Crisis/ Mandatory Obligation Extension shall be determined based upon the member's average finish positions on the FedExCup Points List for the last five full previous seasons, if such member has played the PGA TOUR for five or more full seasons, or for each full season such member has played the PGA TOUR if less than five full seasons.

- (2) A member meeting the criteria set forth in Section A-1d(1) of this Article III shall be permitted to play in PGA TOUR tournaments as set forth below, provided that such member notifies the Commissioner in writing that he desires to take advantage of the Major Medical/Family Crisis/ Mandatory Obligation Extension no later than 30 days following the occurrence of the Extension Event which forms the basis of the request for the Major Medical/Family Crisis/ Mandatory Obligation Extension.
  - (a) A member who qualifies for a Major Medical/Family Crisis/ Mandatory Obligation Extension and during the season in which the Extension Event occurred was a fully exempt player in an eligibility category through and including the Top Finishers of the Korn Ferry Tour category shall be entitled to play in the number of PGA TOUR cosponsored or approved tournaments (the "Available Tournaments") that equal (i) the greater of the average number of PGA TOUR cosponsored or approved tournaments played by the member in the three seasons preceding the season in which the Extension Event occurred (or if the player has been a member for fewer than three seasons, the average number of events he has played in the season(s) he was a member), or the average number of PGA TOUR cosponsored or approved tournaments played by the Top 125 categories during the previous season; minus (ii) the number of PGA TOUR cosponsored or approved tournaments in which such member played in the season in which the Extension Event occurred (the "Tournaments Played"); provided, however, that the number of Available Tournaments in the season following the season that the Major Medical/Family Crisis/ Mandatory Obligation Extension was granted shall in no event exceed the number of official money tournaments for which such member is eligible remaining in the current season after the date of the Extension Event. (In the event of a player receiving Mandatory Obligation Extension during a multi-year exemption, the player would receive the total number of events available to him during his final year of eligibility.)
  - (b) A player who qualifies for a Major Medical/Family Crisis/ Mandatory Obligation Extension and during the season in which the Extension Event occurred was in the 25 finishers beyond 125th place on the FedExCup Points List category shall



be entitled to play in the number of PGA TOUR cosponsored or approved tournaments (the "Available Tournaments") that equal the average number played by the 25 finishers beyond 125th place category during the previous season; minus the number of PGA TOUR cosponsored or approved tournaments in which such member played in the season the Extension Event occurred (the "Tournaments Played"); provided, however, that the number of Available Tournaments shall not exceed the number of official money tournaments for which such member is eligible remaining in the current season after the date of the Extension Event.

Thereafter, if the amount of points earned by such member in the Available Tournaments, when combined with the amount of points earned by such member in the Tournaments Played, equals or exceeds the amount of points earned by the member finishing in 125th place on the FedExCup Points List following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship) for the preceding season; such member shall be entitled to a Major Medical/Family Crisis/ Mandatory Obligation Extension for the remainder of the current season. Players whose combined FedExCup points equal or exceed 125th place on the FedExCup Points List for the preceding season shall have the same eligibility with respect to Invitation Tournaments as members within the Top 125 FedExCup Points List category for the preceding season.

If the amount of points earned by such member in the Available Tournaments, when combined with the amount of points earned by such member in the Tournaments Played, equals or exceeds the amount of points earned by the member who finished in 125th place on the FedExCup Points List for the preceding season following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship); such member shall be placed in the first position within the Major Medical/Family Crisis/ Mandatory Obligation Extension category for the remainder of the current season; without regard to the priority order in effect from the beginning of the season; provided, however, if more than one member does so, as between or among said members, priority shall be established by the relative priority among said affected members as of the beginning of the season.

In the event that the amount of points earned by such member in the Available Tournaments, when combined with the amount of points earned by such member in the Tournaments Played, equals or exceeds the amount of points earned by the member who finished last in the 25 finishers beyond 125th place on the FedExCup Points List for the preceding season, such member shall retain the Major Medical/Family Crisis/ Mandatory Obligation Extension but shall be placed at the end of the 25 finishers beyond 125th place on the FedExCup Points List category.

If such amount of points does not equal or exceed the amount of points earned by the member who finished last in the 25 finishers beyond 125th place on the FedExCup Points List for the preceding season, such member shall not be entitled to any further Major Medical /Family Crisis/ Mandatory Obligation

Extension and shall be placed in his next highest eligibility category if applicable; however, in the event that the amount of points earned by such member in the tournaments played equals or exceeds the amount of points earned by the member who finished last in the 50 finishers beyond 150th place on the FedExCup Points List for the preceding season, such member shall be eligible for PGA TOUR tournaments pursuant to Article A-1q ("50 finishers beyond 150th place on FedExCup Points List") of this Article III, and for Korn Ferry Tour tournaments as described in Article III, Section A-1(r) ("50 finishers beyond 150th place on the FedExCup Points List") of the Korn Ferry Tour Tournament Regulations.

- (c) For the purposes of this Section A-1d, "Available Tournaments" shall include all tournaments in which a member plays while in the Major Medical/Family Crisis/ Mandatory Obligation Extension category, whether or not such member shall have gained access to a particular tournament pursuant to this Section A-1d, or any other eligibility category set forth in Section A-1 of this Article III.
- (3) A member shall be entitled to use a Major Medical/Family Crisis/ Mandatory Obligation Extension only once in his career for the same Extension Event.
- (4) A member shall not be entitled to a Major Medical/Family Crisis/ Mandatory Obligation Extension if one or more full seasons shall have passed between the time of the Extension Event and the time such member again is able to resume play, unless, in the case of severe injury to a member or a severe family crisis, the Commissioner, in the exercise of his discretion, determines to permit a member to have additional time not to exceed three seasons. If in the discretion of the Commissioner and after review of medical reports and examinations, it is determined that extreme circumstances exist, an extension beyond three seasons may be granted.

Furthermore, if during the season in which a member is playing under a Major Medical/Family Crisis/ Mandatory Obligation Extension such member determines that additional time is necessary and the Commissioner, in the exercise of his discretion, determines to permit a member to have additional time, such member would be entitled to play in PGA TOUR events under his Major Medical/Family Crisis/ Mandatory Obligation Extension in the subsequent season; provided that, in no case shall the total number of events to which such member is entitled access in the subsequent season exceed such member's Available Events in the season in which the Commissioner grants the additional time less the number of events actually played by such member during such season. Additional time will not be extended beyond the subsequent season. However, if the member playing under a Major Medical/Family Crisis/ Mandatory Obligation Extension sustains a separate Extension Event deemed to be sufficiently serious to prevent the member from competing on a regular basis in PGA TOUR tournaments for a minimum of four months, additional time may be extended for a maximum of one season.

Further, if at the time a member is able to resume play under his Major Medical/ Family Crisis/ Mandatory Obligation Extension there is an insufficient number of events remaining in the season for such member to play in all of his Available Events, the Commissioner, in the exercise of his discretion, may permit such member to

complete his Major Medical/Family Crisis/ Mandatory Obligation Extension in the subsequent season; provided that, in no case shall the total number of events to which such member is entitled access in the subsequent season exceed such member's Available Events in the season in which the Commissioner grants the extension less the number of events actually played by such member during such season. Additional time will not be extended beyond the subsequent season. However, if the member playing under a Major Medical/Family Crisis/ Mandatory Obligation Extension sustains a separate Extension Event deemed to be sufficiently serious to prevent the member from competing on a regular basis in PGA TOUR tournaments for a minimum of four months, additional time may be extended for a maximum of one season.

**NOTE:** For the purposes of medical extension carry-over, the 2019-2020 and 2020-2021 seasons are considered one season.

- (5) After the time that a member applies for a Major Medical/Family Crisis/ Mandatory Obligation Extension and prior to beginning play in official money tournaments under the Major Medical/Family Crisis/ Mandatory Obligation Extension in the next season, such member, if otherwise exempt, shall be permitted to play in a maximum of five unofficial money tournaments, PGA TOUR Champions tournaments, Korn Ferry Tour tournaments and/or other Federation Tours (PGA European Tour, Japan Golf Tour, PGA Tour of Southern Africa, PGA TOUR of Australasia, Asian Tour) tournaments for which such member is otherwise eligible. If, prior to beginning play in official money tournaments under the Major Medical/Family Crisis/ Mandatory Obligation Extension in the next season, such member plays in any official money tournaments or in more than five such unofficial money tournaments, PGA TOUR Champions tournaments, (excluding major tournaments), Korn Ferry Tour tournaments, and/or other Federation Tours tournaments the number of his Available Tournaments shall be reduced by one for each such official money tournament, or unofficial money tournament, PGA TOUR Champions (excluding major tournaments), tournament, Korn Ferry Tour tournament, or other Federation Tours tournament in excess of five in which he plays. Once a player resumes a normal playing schedule on the PGA TOUR, the number of his Available Tournaments shall be reduced by one for each Korn Ferry Tour, PGA TOUR Champions (excluding major tournaments), or other Federation Tours tournament he plays when eligible for the PGA TOUR event the same week.

PGA TOUR Champions Major tournaments referenced above: Tradition, Senior PGA Championship, U.S. Senior Open Championship, SENIOR PLAYERS Championship and Senior Open Championship.

**NOTE:** All fully exempt members who are injured during the period of their exemption and are unable to fulfill the 15-tournament requirement for retention of Voting Membership, and who would otherwise qualify for a Major Medical/Family Crisis/ Mandatory Obligation Extension, or a Minor Medical extension will be considered to have played 15 events for purposes of retaining their Voting Member status and for purposes of FedExCup Player Bonus Plan distributions. However, under the terms of the Player Retirement Plan, unless a player is a Veteran Member, credits cannot be awarded to a participant in any season in which he plays fewer than 15 tournaments.

(Veteran Members may be eligible for credits if they play 5 or more tournaments.)

Such members shall retain an exempt position in the highest eligibility category for which they qualify.

**e. Leading Points Winner, Leading Finals Points Winner and Three-Time Winners from Korn Ferry Tour**

The leading points winner from the previous season's Top 25 Korn Ferry Tour Regular season players using combined points earned on the Official Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals; leading points winner from the previous season's Korn Ferry Tour Finals Points List; and those players, if any, from the previous season who won three Korn Ferry Tour events awarding official victory status, in chronological order of their third win.

**f. Top 10 from Previous Tournament**

If not otherwise exempt under Section A-1a of this Article III ("Special Exemptions"), the top 10 finishing professionals and those tied for 10th place from each tournament awarding official victory status (excluding non-members in the 2022 Barbasol Championship, 2022 Barracuda Championship and World Golf Championship events) into the next open tournament awarding official victory status. Any professional not able to gain entry into the next open tournament awarding official victory status due to a full field shall be exempt pursuant to this Section A-1f into the next succeeding open tournament awarding official victory status in which there is sufficient space in the field, unless otherwise exempt into such open tournament. Any professional finishing in the top 10 or tied for 10th in the last tournament awarding official victory status (excluding non-members in the 2022 Barbasol Championship, 2022 Barracuda Championship and World Golf Championship events) in any season shall be exempt into the first open tournament in the subsequent season awarding official victory status and in which there is sufficient space in the field, unless otherwise exempt into such open tournament. Such professionals shall gain access to such tournament in priority order, based upon their total scores in the tournament in which they have finished in the top 10.

In cases of total-score ties, the priority order will be established by matching round scores, beginning with the final round of the tournament in which the players finished in the top 10 and working backward.

In the event of such an occurrence at a multi-course tournament in which all the players may not have played the same courses in the same order, any ties that still exist after matching final-round scores (on the same course) shall be broken by matching hole scores in the final round, starting with the 18th hole and working backward.

Should there be top 10 finishers from multiple tournaments, the top 10 finishers from the first event played will be exempt first in priority order followed by the top 10 finishers from the next event played and so forth, with each tournament's top 10 finishers ranked per above.

**NOTE:** Any professional finishing in the top 10 or tied for 10th not otherwise exempt, shall follow the commitment procedures as prescribed in Section A-2 of Article IV.

**NOTE:** A professional who does not gain entry to the next tournament via the Top 10 from Previous Tournament category due to a full field but gains entry via another manner such as sponsor exemption, open qualifying or other special eligibility shall be considered to have gained entry into the event and will not be exempt into the next succeeding open tournament.

**g. Top Finishers of the Korn Ferry Tour**

Finishers 2–25 from the previous season's Top 25 Korn Ferry Tour Regular season players using combined points earned on the Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals; and the top 25 players on the Korn Ferry Tour Finals Points List at the conclusion of the Finals who are not already exempt. The leading points winner from the Korn Ferry Tour Finals Points List, if different than the leading points winner from the Top 25 Korn Ferry Tour Regular season players using combined points earned on the Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals, will be in category (e) above. The players from each list will be ranked, in alternating order, beginning with the second place finisher from the Korn Ferry Tour Top 25 Regular Season and Finals Combined Points List (followed by the second place finisher from the Korn Ferry Tour Finals Points List, third place finisher from the Korn Ferry Tour Top 25 Regular Season and Finals Combined Points List, etc.).

**NOTE:** Players finishing in the top 25 and ties on the Korn Ferry Tour Finals Points List who are under the age of 18, amateurs, and players that do not become members are included in the top 25 and ties. Players finishing in the top 25 and ties that finished in the top 25 on the Korn Ferry Tour Regular Season points list, are not included in the top 25 and ties on the Korn Ferry Tour Finals Points List.

In addition, the position of those members included in this category shall be periodically reordered based upon each member's position on the current season's FedExCup Points List at that time. In 2021-2022, such periodic reordering shall take place after the conclusion of The RSM Classic and The Genesis Invitational. Thereafter the reorder will occur on the Mondays of the Masters, the Memorial Tournament presented by Workday and The Open Championship.

**h. Players Winning Three Korn Ferry Tour Events in the Current Season**

Those players who win three Korn Ferry Tour events awarding official victory status in the current season, in chronological order of their third win.

**i. Minor Medical Extension**

- (1) A member who meets the requirements in Section (1)(a) and (1)(b) of Section A-1d of Article III [except that the injury or other medical disability experienced by such member does not require a cessation of competition by such member for a minimum of four (4) months] shall be eligible to apply to the Commissioner for a Minor Medical/Family Crisis/ Mandatory Obligation Extension, provided however, in order to be eligible to apply for a Minor Medical/Family Crisis/ Mandatory Obligation Extension pursuant to Section A.1.d(1)(a)(ii) (i.e., the Family Crisis basis) a member must be prevented from competing on a regular basis in PGA TOUR tournaments for a minimum of two (2) months.

- (2) The maximum number of tournaments in which a member shall be eligible to participate under the category of Minor Medical Extension shall be determined in accordance with the provisions of Section A-1d(2)(a) or Section A-1d(2)(b) of Article III, as applicable to the specific member. However, actual access shall be on a space-available basis, and there shall be no carry-over of access into any subsequent season. Relative priority between or among members playing under a Minor Medical/Family Crisis/ Mandatory Obligation Extension shall be determined in the same manner as priority between or among members playing under a Major Medical/Family Crisis/ Mandatory Obligation Extension
- (3) A member playing under the category of Minor Medical/Family Crisis/ Mandatory Obligation Extension shall have priority to participate in tournaments to the extent provided in Section A-1g of Article III (i.e., following Top Finishers of the Korn Ferry Tour).
- (4) A member gaining access to tournaments pursuant to the Minor Medical/Family Crisis/ Mandatory Obligation Extension, who earns an amount of points in his Available Tournaments [as such term is defined in Section A-1d(2) of Article III] which when combined with the amount of points earned by such member in his Tournaments Played [as such term is defined in Section A-1d(2) of Article III] equals or exceeds the amount of points earned by the member finishing in 125th place or 150th place or 200th place on the FedExCup Points List following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship) for the preceding season shall be entitled to eligibility and priority to play in tournaments in accordance with the provisions of Section A-1(d)(2) of Article III [i.e., Major Medical/Family Crisis/ Mandatory Obligation Extension].

**j. 25 Finishers beyond 125th Place on FedExCup Points List**

If not otherwise eligible and if needed to fill the field, those PGA TOUR members within the next 25 positions after the top 125 points leaders on the previous season's FedExCup Points List, in order of their positions on such list.

In addition, the position of those members included in this category and those members in the Nonexempt, Major Medical/Family Crisis/ Mandatory Obligation Extension Holders category, shall be periodically reordered based upon each member's position on the current season's FedExCup Points List at that time. In 2021-2022, such periodic reordering shall take place after the conclusion of The RSM Classic and The Genesis Invitational. Thereafter the reorder will occur on the Mondays of the Masters, the Memorial Tournament presented by Workday and The Open Championship.

**k. Nonexempt Medical/Family Crisis/ Mandatory Obligation Extension Holders**

If not otherwise eligible and if needed to fill the field, members who have qualified for a Medical/Family Crisis/Mandatory Obligation Extension pursuant to Section A-1d(1) or Section A-1i(1) of this Article III.

**l. Past Champions, Team Tournament Winners, and Veteran Members not within the top 150 on FedExCup Points List**

If not otherwise eligible and if needed to fill the field, Past Champion Members (as defined in Section A.1.m of this Article III), Team Tournament Winners (as defined in Section

A.1.o of this Article III) and Veteran Members (as defined in Section A.1.p of this Article III) not within the top 150 on the previous season's FedExCup Points List, in order of their combined official PGA TOUR and Korn Ferry Tour earnings in the previous season.

In addition, the position of those members included in this category and those members in the Past Champions, Special Temporary Members, Team Tournament Winners, and Veteran Members categories, shall be periodically reordered based upon each member's position on the current season's FedExCup Points List (or in the case of a Special Temporary Member, the amount of official points earned) at that time. In 2021-2022, such periodic reordering shall take place after the conclusion of The RSM Classic and The Genesis Invitational. Thereafter the reorder will occur on the Mondays of the Masters, the Memorial Tournament presented by Workday and The Open Championship.

**m. Past Champions**

If not otherwise eligible and if needed to fill the field, Past Champion Members, in order of the total number of PGA TOUR cosponsored or approved tournaments won, excluding team or other tournaments not awarding official victory status. If two or more members are tied based on the number of tournaments won, the member who is highest on the Official PGA TOUR Career Money List shall be eligible.

To be eligible for tournament play via this eligibility category, a player must have:

- Played in the Korn Ferry Tour or PGA TOUR Champions Annual Qualifying Tournament or Korn Ferry Tour Finals in the current season or within the previous three seasons, or,
- Made a cut on the PGA TOUR or Korn Ferry Tour during the current season or within the last three seasons, or,
- Played five or more combined events on the PGA TOUR, Korn Ferry Tour and PGA TOUR Champions during the current season or in the preceding two seasons.

**n. Special Temporary Members**

If not otherwise eligible and if needed to fill the field, members who meet the conditions set in Section A-2b of this Article III and have paid annual dues to PGA TOUR, in order in which such members qualified for this membership.

**o. Team Tournament Winners**

If not otherwise eligible and if needed to fill the field, winners of cosponsored team tournaments, in order of the total number of team tournaments won. If two or more members are tied based on the number of such tournaments won, the member who is highest on the Official PGA TOUR Career Money List shall be eligible.

To be eligible for tournament play via this eligibility category, a player must have:

- Played in the PGA TOUR or PGA TOUR Champions Annual Qualifying Tournament or Korn Ferry Tour Finals in the current season or within the previous three seasons, or,
- Made a cut on the PGA TOUR or Korn Ferry Tour during the current season or within the last three seasons, or,

- Played five or more combined events on the PGA TOUR, Korn Ferry Tour and PGA TOUR Champions during the current season or in the preceding two seasons.

**p. Veteran Members**

If not otherwise eligible and if needed to fill the field, Veteran Members (members who have made a minimum of 150 cuts in tournaments awarding official money during their careers), in order of their position on the Official PGA TOUR Career Money List.

To be eligible for tournament play via this eligibility category, a player must have:

- Played in the PGA TOUR or PGA TOUR Champions Annual Qualifying Tournament or Korn Ferry Tour Finals in the current season or within the previous three seasons, or,
- Made a cut on the PGA TOUR or Korn Ferry Tour during the current season or within the last three seasons, or,
- Played five or more combined events on the PGA TOUR, Korn Ferry Tour and PGA TOUR Champions during the current season or in the preceding two seasons.

**q. 50 Finishers beyond 150th place on FedExCup Points List**

If not otherwise eligible and if needed to fill the field in tournaments played opposite PGA TOUR cosponsored or approved tournaments, the next 50 players on the previous season's FedExCup Points List following those members referred to in Section A-1j of this Article III, in order of their positions on such list. To be eligible for play in the category, a player must commit to the event in accordance with Article IV, Section A.2 of these Regulations.

## **2. QUALIFYING**

**a. Korn Ferry Tour Finals**

Players may gain PGA TOUR Regular Membership and playing eligibility for the subsequent season (see Section A-1e & g of this Article III) by finishing among the top 25 and ties from the final Official Korn Ferry Tour Regular Season Points List or the top 25 and ties on the Official Korn Ferry Tour Finals Points List, if not already exempt, as stated below.

The Korn Ferry Tour Finals will be conducted in accordance with the Korn Ferry Tour Tournament Regulations and in accordance with the following rules. 50 PGA TOUR cards will be awarded at the conclusion of each year's Korn Ferry Tour Season as follows:

- The Top 25 players from the final Official Korn Ferry Tour Regular Season Points List earn their PGA TOUR cards, but their final positioning for the following PGA TOUR season is determined via their combined points earned on the Official Korn Ferry Tour Regular Season Points List and points earned during the Korn Ferry Tour Finals. All other eligible players start the Finals with 0 points on the Official Korn Ferry Tour Finals Points List.
- The top 25 players on the Official Korn Ferry Tour Finals Points List at the conclusion of the Finals who do not already have an exempt card will also earn a PGA TOUR card. Final positioning for the following PGA TOUR season is determined via points earned during the Korn Ferry Tour Finals.



- The leading points winner from the Top 25 Korn Ferry Tour Regular Season players using combined points earned on the Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals, and the leading points winner from Official Korn Ferry Tour Finals Points List at the conclusion of the Finals (should they be different players) are exempt from reshuffle the following year via eligibility category A.1e (Leading Points Winner, Leading Finals Points Winner and Three-Time Winners from Korn Ferry Tour) and are also awarded an exemption into THE PLAYERS Championship via special eligibility criteria for that event.
- The remaining players from each list will be ranked, in alternating order, beginning with the second place finisher from the Korn Ferry Tour Top 25 Regular Season and Finals Combined Points List (followed by the second place finisher from the Korn Ferry Tour Finals Points List, third place finisher from the Korn Ferry Tour Top 25 Regular Season and Finals Combined Points List, etc.).

**NOTE:** Any player who is #1 to #25 on the Official Korn Ferry Tour Regular Season Points List as of the final regular season event who earns enough points solely as a result of his play in the Korn Ferry Tour Finals events such that he would have been #1 on the Korn Ferry Tour Finals Points List shall be placed in the #1 position on that list and shall be entitled to the benefits of that position. In such case, such player's other position on the #1 to #25 Regular Season and Finals Combined Points List shall be skipped and the ordering of players shall continue as identified above. In such case, the leading 25 players from the Official Korn Ferry Tour Finals Points List will still earn their PGA TOUR card.

**Eligibility:**

Players eligible to compete in the Korn Ferry Tour Finals are:

- The top-75 players (including any ties) on the Official Korn Ferry Tour Regular Season Points List through the conclusion of the Korn Ferry Tour event immediately preceding the first Finals event.
- Players #126 - #200 on the PGA TOUR's Official FedExCup Points List following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship).
- Non-members, who would have earned if they were members, enough FedExCup points from their performance in official money PGA TOUR events in the current season to place them within #126 - #200 on the official FedExCup Points List following the conclusion of the event immediately preceding the first FedExCup Playoffs event (Wyndham Championship).

**NOTE 1:** All players exempt for the PGA TOUR the following season via category A.1c (Top 125 Non-Members) and higher are not eligible to play in the Finals.

**NOTE 2:** PGA TOUR Members subject to Medical Extension Regulations as outlined in Section III.A.2 of the PGA TOUR Tournament Regulations may gain access to the Korn Ferry Tour Finals as a result of the provisions of those regulations.

**NOTE 3:** A professional under the age of 18 may play in the Korn Ferry Tour Finals, provided the player turns 18 on or before the first scheduled round of the final official money PGA TOUR tournament of the following season. If a player under the age of 18 earns a PGA TOUR card, the player would not become eligible for PGA TOUR membership until his 18th birthday. Similarly, a player under the age of 18 who qualifies for the Korn Ferry Tour as a result of his play in the Korn Ferry Tour Finals would not become eligible for Korn Ferry Tour membership until his 18th birthday.

**Format:** Each Finals event will be contested over 72-holes of stroke play with a standard 65 and ties cut and as otherwise in accordance with the Korn Ferry Tour Tournament Regulations.

**Ties:** In the event of a tie for the first position from the Top 25 Regular Season players using combined points earned on the Official Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals at the conclusion of the Finals events, no playoff will be conducted, and those players tied for the leading points winner position will receive exempt status for the following season.

In the event of a tie for the first position on the Official Korn Ferry Tour Finals Points List at the conclusion of the Finals events, no playoff will be conducted, and those players tied for the leading Points winner position will receive exempt status for the following season.

In the case of a tie for the last PGA TOUR card positions on either list which would affect the number of PGA TOUR cards awarded, no playoff will be conducted, and any players tied at the final position on either the Official Korn Ferry Tour Regular Season Points List or the Official Korn Ferry Tour Finals Points List will receive a PGA TOUR card for the following season.

For the purposes of breaking ties within the 50 card positions for eligibility for the following year's PGA TOUR season on either list, cumulative score in the last Finals event will be used. Should there still be a tie, round scores will be compared, beginning with the final round and working backwards. Should there still be a tie, hole-by-hole scores in the final round will be compared, beginning with the final hole and working backwards. In the event that multiple players from the top-25 of the Korn Ferry Tour Regular Season Points List do not make a cut in any Finals event, these players will be ranked in order of finish from the Regular Season.

**Pro-Am Eligibility:** Each tournament will have an official Pro-Am based on Korn Ferry Tour Tournament Regulations. For the first Finals event, eligibility for the Pro-Am will alternate in order between the Korn Ferry Tour Regular Season Points List and the PGA TOUR FedExCup Points List, beginning with #1 from the Korn Ferry Tour, followed by #126 from the FedExCup Points list and so on until the Pro-Am field is filled in its entirety, except for pro-am sponsors picks which shall be chosen in accordance with Korn Ferry Tour Tournament Regulations. The official Pro-Ams for the remaining Finals events will be filled based on the current week's standings from the Official Korn Ferry Tour Finals Points List, in order starting with #1 until the Pro-Am field is filled in its entirety, except for pro-am sponsor picks which shall be chosen in accordance with Korn Ferry Tour Tournament Regulations. Players selected for the Finals Pro-Ams, either by system or sponsor exemption, are required to play.

**NOTE:** Should a player who has earned an exemption into Korn Ferry Tour Finals as described in the preceding paragraphs present bona fide evidence of an injury or other medical disability sufficiently serious to prevent such player from playing in Korn Ferry Tour Finals in that

respective year, he shall be exempt to Korn Ferry Tour Finals in the subsequent calendar year. A player who begins play at Korn Ferry Tour Finals and subsequently withdraws due to injury or other reason prior to completion of Korn Ferry Tour Finals shall not be permitted to utilize the exemption in the following year's Korn Ferry Tour Finals.

A member eligible for tournaments as provided in Section A-1d (i.e. Major Medical Extension) Section A-1i (i.e. Minor Medical Extension) and Section A-1k (Non-exempt Medical Extension) of this Article III, whose FedExCup Points earned in his Available Tournaments, when combined with the amount of FedExCup Points earned in his Tournaments Played, equals or exceeds the amount of FedExCup Points earned by the member who finished last in the 50 finishers beyond 150th place on the FedExCup Points List for the preceding season shall be exempt into Korn Ferry Tour Finals in that season provided that the points earned in his Tournaments Played was less than the 200th finisher on the FedExCup Points List in the season of his injury and provided he has not utilized the medical provisions into the Korn Ferry Tour Finals as a result of the same injury/family crisis/mandatory obligation.

### **Medical Provisions**

A PGA TOUR member who presents bona fide evidence of any injury or other medical disability that prevented him from playing in one or more PGA TOUR tournaments and who meets the following criteria shall be exempt into Korn Ferry Tour Finals:

- (1) Not more than one Korn Ferry Tour Finals has passed since such member has been prevented from playing in PGA TOUR events due to such injury or other medical disability; provided however that if a player's injury is sufficiently serious enough that it prevents him from playing in one or more Korn Ferry Tour Finals, he shall be considered to have satisfied this condition.
- (2) Such member has not played in 15 or more PGA TOUR cosponsored or approved tournaments in the season in which such injury or other medical disability occurred; and
- (3) Such member has had an average finish position in the top 150 on the FedExCup Points List for the last three seasons if such member has been a member of PGA TOUR for three seasons or more, or if such member has been a member of PGA TOUR for less than three seasons, has averaged 150th or better on the FedExCup Points List for those seasons such member has been a member of PGA TOUR.

#### **a. Nonmember Qualifying**

Subject to the age requirement provision described in the note following Section A.1.a (10) of Article III, if a nonmember of the PGA TOUR who is a professional wins a PGA TOUR cosponsored or approved tournament then he shall be eligible to compete in PGA TOUR tournaments as provided in Section A-1a(10) of this Article III, provided that he joins the PGA TOUR as a Regular Member within 60 days after his victory. If he fails to do so, he forfeits the right to join the PGA TOUR either as a Regular or Special Temporary Member for the duration of that season. If a nonmember of the PGA TOUR who is an amateur wins a cosponsored or approved tournament, then he shall be eligible to compete in PGA TOUR events as provided in Section A.1a(10) of this Article III as an amateur or he may join the PGA TOUR as a regular member at anytime during the season in which the win occurred. Thereafter, such nonmember shall be entitled to join the PGA TOUR at the end of any season, provided he has at least one season remaining in his exempt period

and joins within 10 days after the conclusion of the FedExCup Season. Further, upon joining, he shall be entitled to the remaining portion of such multi-season exemption.

Subject to the provisions concerning notification to PGA TOUR as set forth below in this Section A-2b, if a nonmember of the PGA TOUR earns an amount of points when combined with points earned in the 2022 Barbasol Championship, 2022 Barracuda Championship and official money World Golf Championship events in the prior season (collectively, "combined points"), that equals or exceeds the amount of points earned by the player finishing in the 125th position on the previous season's FedExCup Points List (e.g., through tournament invitations, sponsor exemptions, foreign player exemptions, open qualifying, sectional qualifying, etc.), then he shall be eligible to compete in PGA TOUR tournaments for the following season, as provided in Section A-1c of this Article III ("Top 125 Nonmember"), provided that he joins the PGA TOUR as a Regular Member within 10 days after the conclusion of the FedExCup Season (August 17, 2022).

If, during the course of a PGA TOUR season, a nonmember of PGA TOUR wins an amount of points (e.g., by playing in PGA TOUR tournaments through tournament invitations, sponsor exemptions, foreign player exemptions, open qualifying, sectional qualifying, etc.), when combined with points earned in the 2022 Barbasol Championship, 2022 Barracuda Championship and official money World Golf Championship events (collectively "combined points"), equal to or greater than the amount won in the preceding season by the 150th finisher on the FedExCup Points List, as determined in accordance with Section A of Article III, then such player will become eligible to become a Special Temporary Member of PGA TOUR for the remainder of the season, provided that he joins PGA TOUR in such category within 60 days after becoming eligible. Upon payment of annual dues to PGA TOUR, such member shall be eligible for an unlimited number of sponsor exemptions for the remainder of the season.

## **B. OTHER ELIGIBILITY REQUIREMENTS**

In any PGA TOUR cosponsored or coordinated tournaments, eligibility of a player to participate also shall be conditioned on the following:

### **1. One New Event Played Per Season Requirement**

During the current PGA TOUR season, any Regular Member of the PGA TOUR (as defined in Article IX, Section A.1.a. through e.) is required to play in at least one tournament he has not played in previously during any of the preceding four (4) seasons.

Tournaments eligible to fulfill such Regular Member's obligation under this regulation shall include all official money, co-sponsored and approved tournaments but shall not include The Masters Tournament, U.S. Open Championship, The Open Championship, PGA Championship, THE PLAYERS Championship, World Golf Championships, the FedExCup Playoff Events, Presidents Cup, Ryder Cup, Olympic Games, and any first-year official money event.

Any Regular Member of the PGA TOUR (as defined in Article IX, Section A.1.a. through d.) who meets any of the following criteria shall be exempt from the provisions of this Regulation in the current season:

- a. Played in 25 or more official money, co-sponsored or approved tournaments in the previous or current season.
- b. Life Members (as defined in Article IX, Section A.4.)
- c. Veteran Members (as defined in Article IX, Section A.8.) who are age 45 or older at any point during the current season
- d. Dual Members of both the PGA TOUR and PGA TOUR Champions.

Furthermore, a player who has been granted an eligibility extension pursuant to Article III, Section A.1.d. will not be subject to the requirements of this regulation in the season of the extension event.

Any player subject to this regulation that fails to meet the obligations set forth herein shall be subject to a Major Penalty under Article VII, Section D.3. (Discipline, Penalties and Appeals).

Notwithstanding the above, the Commissioner, upon application by a member subject to this regulation and for a serious medical condition or other extraordinary circumstances that the Commissioner, at his discretion, determines to be a valid reason for not meeting this requirement, may excuse a player from the regulation.

**NOTE:** Regular Members (as defined in Article IX, Section A.1.e. through g.) shall be exempt from the provisions of this Regulation in the current season.

## **2. Entry Form and Fee**

No player shall be eligible to participate in a PGA TOUR cosponsored or coordinated tournament unless he has signed an entry form as prescribed in Section B-1 of Article IV, and he has paid the required entry fee, the amount of which shall be set from time to time by the PGA TOUR Policy Board.

## **3. PGA TOUR Dues; Limited Dues; Amateur Administrative Fees**

Every professional player who applies to enter a PGA TOUR cosponsored or coordinated tournament shall be a fully paid member of PGA TOUR or, if not a member, shall pay \$50 (or such other amount as the PGA TOUR Policy Board may set from time to time) as dues for limited PGA TOUR membership for the duration of the tournament. Any amateur who applies to enter a PGA TOUR cosponsored or coordinated tournament shall pay the same amount (\$50 or such other amount set by the PGA TOUR Policy Board) as an administrative fee.

## **4. Insurance**

As a further condition of entry in any PGA TOUR cosponsored or coordinated tournament, each player must furnish evidence acceptable to PGA TOUR that he has obtained personal liability insurance covering any liability or claim that may arise from his participation in such tournament, in minimum amounts of \$1,000,000 for each occurrence with PGA TOUR, Inc., the Professional Golfers' Association of America and such other affiliated entities as shall be designated from time to time by the PGA TOUR Policy Board, named as additional insureds

under such policy, indicating the name of the insurance company and the number of the policy by which he is insured. In addition, nonmembers of PGA TOUR or PGA who enter a PGA TOUR cosponsored or coordinated tournament may be required as a condition of entry to pay a fee to PGA TOUR for the cost of personal liability insurance covering their participation in such tournament.

## IV. CONDUCT OF TOURNAMENTS

The management and conduct of all PGA TOUR cosponsored and coordinated tournaments, pro-ams and other golf events sanctioned by PGA TOUR shall be under the direction of PGA TOUR. Such tournaments, pro-ams or events shall be played in accordance with these Regulations and the tournament agreements applicable thereto.

### A. MATTERS RELATING TO PLAY

#### 1. Starting Fields

##### a. Open Tournaments

The starting field in PGA TOUR cosponsored open tournaments shall consist of those players listed in Section A of Article III (in the order in which listed). Except if specified otherwise in the tournament agreement, the number of players in the starting field of an open tournament shall be 156, provided that the Tournament Director may reduce the starting field to 144 players or such other lesser number as he determines in his discretion to be required by the circumstances (e.g., due to available daylight). In addition, the Tournament Director, in his discretion, may increase the starting field above the levels indicated in this Section A if necessary, in order to include in the starting field those members listed in Section A-1b of Article III (Top 125 from FedExCup Points List).

##### b. Invitation Tournaments

PGA TOUR also may cosponsor or approve invitation tournaments. The starting field in such a tournament shall be that number specified in the tournament agreement. The tournament agreement for an invitation tournament also shall list the categories of players to be invited. All players within such categories who are "Eligible Players" under Section A-1 of Article III may apply to enter such tournaments.

##### c. Special or Coordinated Tournaments

PGA TOUR may sanction special or coordinated tournaments that may combine any or all of the aspect of open, invitation and pro-am tournaments. Players eligible to participate in such tournaments shall meet the requirements of Article III of these Regulations. The conduct of special or coordinated tournaments shall be in accordance with tournament agreements entered into with respect thereto and with these Regulations.

**NOTE:** In the event that a player is incorrectly included in the starting field, he shall be removed as soon as practical, and be reimbursed for reasonable travel expensed by PGA TOUR.

## 2. Commitments and Personal Registration

Eligible players wishing to participate in a PGA TOUR cosponsored or coordinated tournament must commit in advance to PGA TOUR, either by 800-number telephone service to PGA TOUR Headquarters during business hours Monday through Friday (i.e. – 9 am to 5 pm Jacksonville, FL time), except for legal holidays, or by committing electronically via the player website.

While advance commitments may be made at any time, the deadline for all players to commit to PGA TOUR cosponsored or coordinated tournaments shall be 5 p.m. Eastern Time via the manners described in the preceding paragraph, or one-half hour after the conclusion of play to an onsite PGA TOUR Media Official, whichever is later, on the Friday immediately preceding the tournament applied for; provided, however, that the winner of a tournament held in the immediately preceding week or any professional finishing in the top 10 or tied for 10th place, not otherwise exempt, (see Section A-1f of Article III) in the tournament held in the immediately preceding week may commit to an onsite PGA TOUR Media Official within one-half hour after the conclusion of such immediately preceding tournament. Further, provided that a player who wins a Korn Ferry Tour tournament in the immediately preceding week and becomes eligible for PGA TOUR cosponsored or coordinated tournaments pursuant to Article III, Section A-1h (i.e., players winning three Korn Ferry Tour events in the current season) as a result may commit to the following week's PGA TOUR event to an on-site Korn Ferry Tour Media Official within one-half hour after the conclusion of such immediately preceding Korn Ferry Tour tournament.

**NOTE:** At tournaments with starting field sizes of 144 players or less, the sponsor shall have the option of inviting Past Champions (Article III, Section A.1.m), regardless of a provisional commitment being made, if there are no alternates for the event. With respect to those tournaments played opposite PGA TOUR cosponsored or approved tournaments, finishers from beyond 150th on the prior season's FedExCup Points List as provided in Section A-1q of Article III may fill such tournament fields to 132 players.

**NOTE:** At official money tournaments, a member who failed to commit to the tournament by the commitment deadline and who would not have been part of the eligible field at such deadline may accept an unrestricted sponsor exemption after the deadline.

**NOTE:** At unofficial tournaments only, the sponsor may utilize "unrestricted" sponsor exemptions on any member or nonmember, regardless of his commitment status.

A player, including alternates who are eligible to practice on the tournament course, must register personally at the tournament site prior to any pro-am round or practice at the tournament course. Failure to do so will result in disciplinary action. Furthermore, a player failing to register prior to his first official tournament round shall be ineligible to participate in the tournament unless satisfactory evidence of mitigating circumstance has been provided to the on-site Tournament Director.

## 3. Groupings

In PGA TOUR cosponsored and coordinated tournaments groupings shall be drawn in groups of three players. Following a reduction of field, groupings shall be drawn in pairs, or as otherwise determined by the Tournament Director due to existing circumstances (e.g., lack of

daylight). Groupings of players for the first two rounds shall be drawn in the following categories as approved by the Tournament Director:

**Category 1:**

- PGA TOUR members eligible to participate in tournaments to the extent provided in Sections A-1a(1) through (8) and Sections A-1a(10) of Article III (Tournament Winners).
- Nonmember tournament winners that, if they were a PGA TOUR member, would be eligible to participate in tournaments to the extent provided in Sections A-1a(1) through (7) and Section A-1a(10) of Article III.
- PGA TOUR Life Members, as defined in Section A-4 of Article IX.
- The top 25 on the Official PGA TOUR Career Money List through the end of the preceding season.
- Players within the top 20 positions on the current FedExCup Points List, starting with the event following the Masters.
- Players (including nonmembers) within the top 20 positions on the current Official World Golf Ranking.
- One player, on a weekly basis, not otherwise eligible for this category.

**Category 1A:**

- Tournament winners whose victories were considered official that no longer qualify for grouping category 1 and who played in 5 or more PGA TOUR cosponsored or approved events or 10 or more combined PGA TOUR, PGA TOUR Champions and Korn Ferry Tour cosponsored events in the current or prior season (qualifying rounds do not constitute "play" in such tournaments for purposes of this section).
- Former winners of THE PLAYERS Championship, Masters Tournament, U.S. Open, The Open Championship and PGA Championship who no longer qualify for grouping category 1.

**Category 2:**

- PGA TOUR members eligible to participate in tournaments to the extent provided in Sections A-1b (Top 125 FedExCup), and A-1c (Top 125-Nonmembers) of Article III .
- Players with 50 or more career cuts made in official money PGA TOUR cosponsored or approved tournaments and who played in 5 or more PGA TOUR cosponsored or approved events or 10 or more combined PGA TOUR, PGA TOUR Champions and Korn Ferry Tour cosponsored events in the current or prior season (qualifying rounds do not constitute "play" in such tournaments for purposes of this section).
- Players (including nonmembers) within the top 21–50 positions on the current Official World Golf Ranking.



**Category 3:**

- All others.

**NOTE:** PGA TOUR members eligible to participate in tournaments to the extent provided in Section A-1d of Article III, (Major Medical Extension) shall retain the grouping category they were assigned when they were injured.

During the draw when the number of players in a grouping category is not sufficient the necessary number of players will move up as follows:

Category 1A to category 1:

- In order on the previous season's FedExCup Points List.

Category 3 to category 2:

- The leading points winner from the previous season's Top 25 Korn Ferry Tour Regular season players using combined points earned on the Official Korn Ferry Tour Regular Season Points List and points earned in the Korn Ferry Tour Finals.
- The leading points winner on the previous season's Korn Ferry Tour Finals Points List.
- In order on the current season's FedExCup Points List.

During the season, players in category 3 will be eligible to move to category 2 as follows:

- Players within the top 60 on the current season's FedExCup Points List through the Farmers Insurance Open, and Special Temporary Members whose points equal or exceed 60th place on the FedExCup Points List through the Farmers Insurance Open.
- Players within the top 100 on the current season's FedExCup Points List through the Masters Tournament, and Special Temporary Members whose official points equal or exceed 100th place on the FedExCup Points List through the Masters Tournament.
- Players within the top 125 on the current season's FedExCup Points List through the U.S. Open, and Special Temporary Members whose official points equal or exceed 125th place on the FedExCup Points List through the U.S. Open.

#### **4. Starting Times**

Starting times for the first and second rounds shall be assigned by draw, and shall be fixed for the rounds after a reduction of field on the basis of current standings at the conclusion of the preceding rounds, consistent with weather conditions and available daylight hours, with the highest scorers starting first and the lowest scorers starting last. However, in unusual circumstances, the Tournament Director in his discretion may change this sequence. All starting times shall be fixed under the supervision of the Tournament Director.

#### **5. Reduction of Fields (Cuts)**

Unless otherwise provided in the tournament agreement or unless otherwise determined by the Tournament Director in his discretion (e.g., due to weather), the starting field shall be

reduced to the 65 players (including amateurs) having the lowest scores at the conclusion of 36 holes of tournament play, including any players tied for 65th place.

In the event of a postponement or cancellation of any of the first three rounds, the Tournament Director in his discretion may schedule the final 36 holes to be played in one day. If he schedules the final 36 holes in one day, he will reduce (cut) the field to the score which has the closest number of players (including amateurs) to the 60th position. Should there be an equal number at different scores at equal intervals above and below 60th position, the higher score shall be used. In the event of any such reduction (cut), professionals eliminated who otherwise would have played in the final 36 holes shall receive their appropriate share of the prize money in accordance with their respective positions.

Once a reduction of field has been made after 36 or 54 holes and the next round groupings have been approved by the Rules Committee, no withdrawal or disqualification will affect the calculation of the cut line.

## **6. Substitutions and Alternates**

After the commitment deadline but before 12 noon (local time at the tournament site) on the third day preceding the first scheduled day of official tournament competition (usually Monday), any player who withdraws or is elevated to a higher eligibility category (i.e. Top 10, becomes part of the eligible field, etc.) will be replaced by the highest ranking alternate on the applicable alternate list. At and after 12 noon (local time at the tournament site) on the third day preceding the first scheduled day of official tournament competition (usually Monday), any player who withdraws or is disqualified prior to starting will be replaced by the highest ranking alternate on the PGA TOUR alternate list, except that in a tournament awarding official money a player who withdraws and is one of the four sponsor exemptions not pursuant to Section A1a(12)(a) and (b) of Article III may be replaced, at the discretion of the sponsor, by another sponsor exemption, provided that the player either committed to the tournament in advance of the commitment deadline, is a member who failed to commit to the tournament by the commitment deadline and who would not have been part of the eligible field at such deadline, is a nonmember, or is a member of the PGA TOUR Champions who would normally not have committed to that particular PGA TOUR (Regular TOUR) tournament. Furthermore, in a tournament awarding unofficial money, any player who withdraws and is an "unrestricted" sponsor exemption may be replaced at the discretion of the sponsor, regardless of his commitment status.

**NOTE: When the previous week's tournament concludes on Monday, the deadline above shall be extended to 12:00 noon on the second day preceding the first scheduled round of official tournament competition (usually Tuesday).**

**NOTE: Concurrently with a withdrawal, the highest ranking alternate from the applicable alternate list automatically becomes a contestant in the tournament and is subject to the same rules, regulations and guidelines as other contestants in the tournament field, including the obligation to begin play at an assigned starting time.**

**NOTE: It is an alternate's responsibility to know his position on the PGA TOUR alternate list. It is the responsibility of the contestant or an alternate when he becomes a contestant to know his starting time. An alternate who is not available to replace the withdrawal is disqualified from that tournament.**

## **7. Professional-Amateur Competitions/Tournament Sponsor Functions**

Unless otherwise provided in the tournament agreement, the host organization of any cosponsored or coordinated tournament may sponsor and conduct a professional-amateur competition (a "pro-am") in conjunction with the tournament, normally to be played on the day immediately preceding the tournament. The pro-am shall be played in groups no larger than five, and each group must include at least one professional.

A tournament hosting a pro-am with four amateurs may request to utilize an alternate format whereby one professional plays the first nine holes and a second professional plays the second nine holes (9&9 format). Professionals will have the option to request 18 holes (up until the commitment deadline) until all the first nine-hole positions are filled.

**NOTE:** The tournament also may request an unsanctioned pro-am be played on the tournament course on Monday. Schedules and formats for play of such pro-ams shall be subject to the written approval of the Commissioner or his designee no less than 45 days prior to the date, and PGA TOUR shall have no obligation with regard to providing professionals for such pro-ams. A maximum of 28 teams will be permitted for such pro-ams.

Amateur players shall be selected or approved by the tournament. Amateurs shall have up-to-date handicaps computed under the USGA handicap system. They shall use their full handicaps or 21 strokes, whichever is lower, except that a plus handicap shall be changed to zero. An amateur contestant in a PGA TOUR event, playing in the Pro-Am as an amateur, may play from the professional teeing ground.

At the option of the tournament, a second celebrity professional may occupy a spot normally held by an amateur with such second celebrity professional to play in the Pro-Am with his full handicap; provided, however, at least one amateur must be on each team. Host Organization agrees that any celebrity golf professional who competes in a PGA TOUR, PGA TOUR Champions or Korn Ferry Tour official event as a professional shall be unable to participate in a Pro-Am event as an amateur for a period of one year from the player's participation in the cosponsored TOUR official event. Such a professional player shall, however, remain eligible to participate as the professional in a Pro-Am group, if he is also a participant in the professional Competition. PGA of America Members may play from the same teeing ground as amateurs, however, their handicaps would be 0 and their scores cannot be counted in the Pro-Am team score.

At the option of the tournament, women amateur players may play from the forward teeing grounds, except where the Tournament Director determines that use of such teeing grounds would be inadvisable (e.g., due to roping problems). Where forward teeing grounds are not used, women amateur players shall have six strokes added to their handicap (with a maximum of 27 strokes), and shall play from the same teeing grounds as used by the men amateurs.

The field of amateurs shall be divided equally according to handicap into the same number of handicap classes as there are to be amateurs in each team. One amateur from each such handicap class will be drawn for each team. The draw will be blind, except that (i) the host organization may assign not more than one "celebrity" to a team, in which case the other amateurs in that team shall be drawn from the other handicap classes, and (ii) PGA TOUR may authorize in writing exceptions for a pro-am with only one amateur on each team.

A commitment to enter a tournament is also a commitment to play in a related pro-am at the tournament course or participate in a tournament sponsor function. The failure of a professional player to participate in a pro-am or tournament sponsor function after a commitment by such player to do so shall cause him to become ineligible for the tournament, unless the player is excused from the pro-am by the Commissioner or his designee or the on-site Tournament Director after registering on-site and presenting evidence of an injury or other disability which requires medical attention. Further, at the discretion of the Commissioner or his designee, a player may be excused from the pro-am or tournament sponsor function due to a serious personal emergency, such as the funeral or serious illness of a family member or close personal friend, or other extenuating circumstances. In determining whether a player is excused due to extenuating circumstances, the Commissioner or his designee will consider all factors, including the player's level of effort to satisfy his pro-am obligation. In the case of a player being excused due to a serious personal emergency or other extenuating circumstance such member may be excused without having registered on-site. Further, upon being excused from the pro-am or tournament sponsor function, the player is not permitted to practice at the tournament site the day of the pro-am. A player who is excused from the pro-am or tournament sponsor function for any reason will be required to perform a substitute tournament function and may be subject to disciplinary action for unbecoming conduct depending on the circumstances of his excused absence. A player who is late for his pro-am starting time may be required to complete play with his group if practical and perform an additional tournament sponsor function. In addition, the player may be subject to disciplinary action for conduct unbecoming a professional golfer, which could include a fine or suspension from tournament play. Repeated refusal by a professional player to participate in pro-ams or tournament sponsor functions shall be considered conduct unbecoming of a professional golfer subject to disciplinary action by PGA TOUR.

Each professional player in any pro-am shall have executed the official entry form for the host organization's tournament. At least 80 percent of the professional players shall be PGA TOUR members chosen from the previous season's FedExCup Points List to a floor of 125 (FedExCup playoff events shall use the current FedExCup Points List through the previous week), and will be eligible in the order of their standings on such list. The host organization shall have the right to choose the remaining professional players, including any spots remaining from the 80 percent above that were below 125 on the previous season's FedExCup Points List without regard to the previous season's FedExCup Points List/current FedExCup Points List. Tournaments utilizing the "9&9" format shall have at least 90 percent of the professional tee times chosen from the previous season's FedExCup Points List to a floor of 150 and, thereafter, chosen from the current season's FedExCup points list as of two weeks prior to tournament week, and will be eligible in the order of their standings on such list. The host organization shall have the right to choose the remaining professional players. Players will be eligible in order of their standings on such lists until the first nine-hole positions are filled, thereafter, professionals will be assigned by taking the first player assigned to the second nine holes and pairing them with the highest ranked player assigned to the first nine holes

(i.e. #1 and #48 together, #2 and #49 together, etc.). When Hall of Fame eligible members and Life Members, who are currently active players, are in the Pro-Am as a result of their positions on the previous or current season's FedExCup Points List or being a sponsor selection, they will be assigned their preference first, in order of the previous season's FedExCup Points List. Following the assignment of Hall of Fame eligible members and Life Members, the host organization, upon mutual agreement by the player, may assign the Defending Champion a Pro-Am time prior to assigning other players to the pro-am as detailed above. A player may not decline a sponsor's exemption to play in the pro-am.

A total of 20 players shall perform a mandatory tournament sponsor function. The list will be determined by the next 18 highest ranked players in the field, as determined by their positions on the previous season's FedExCup Points List/current FedExCup Points List. Additionally, the host organization may have the option to select up to two (2) player exemptions to participate in a mandatory tournament sponsor function. Players eligible to be selected are those outside the pro-am and alternate lists. A player may not decline the sponsor's selection to participate, however, a player can only be selected a maximum of four (4) times. If the host organization chooses not to select such players, the next two (2) players in order of previous season's FedExCup Points List/current FedExCup Points List, will be added to the list. Consistent with the mandatory tournament sponsor function program, if a sponsor's selection withdraws after assignments are made, they will not be replaced. The host organization shall notify the PGA TOUR of the planned tournament sponsor functions, which shall be subject to the approval of the PGA TOUR. The PGA TOUR shall assign sponsor's exemptions to these functions first followed by the remainder of the list in order at their discretion.

**NOTE:** Pro-am alternates are PGA TOUR members entered in the tournament who are not among those assigned a starting time in the Pro-Am, and are listed in order of their position on the previous season's FedExCup Points List/current FedExCup Points List, (6 for FedExCup playoff events, THE CJ CUP, and The ZOZO Championship; 16 for the 9&9 format; 12 for 9&9 format at tournaments with a field of 120 or less and at multi-course Pro-Ams, and 10 for all others) preceding the 20 total players who must perform a mandatory tournament sponsor function. A professional who withdraws or is excused from the pro-am prior to 12 noon (local time at the tournament site) the day preceding the pro-am shall be replaced by the highest ranked pro-am alternate, except that a professional who is in the pro-am as a sponsor's exemption may be replaced by another sponsor's exemption. If the host organization elects not to choose another professional, the highest ranked pro-am alternate shall replace the withdrawal.

A professional, including sponsor's exemptions for the pro-am, who withdraws or is excused from the pro-am after 12 noon (local time at the tournament site) the day preceding the pro-am shall be replaced by the highest ranked alternate from the applicable morning or afternoon pro-am alternate list. For the purpose of replacing a professional withdrawing after 12 noon (local time at the tournament site) the day preceding the pro-am, the first six applicable pro-am alternates (12 for the 9&9 format) as of 12 noon (local time at the tournament site) the day preceding the pro-am shall be designated for replacement of late pro-am withdrawals. Pro-am alternates one, three and five (one, three, five, seven, nine and 11 for the 9&9 format; at multi-course pro-ams, alternates one, three, five at host course and two, four, six at secondary course) shall be designated for the morning and shall be available to play should a player with a morning pro-am starting time withdraw. The designated morning pro-am alternate's responsibility concludes when all players in the morning have started play.

Pro-am alternates two, four and six (two, four, six, eight, ten and 12 for the 9&9 format; at multi-course pro-ams alternates seven, nine, 11 at host course and eight, ten and 12 at secondary course) shall be designated for the afternoon and shall be available to play should a player with an afternoon pro-am starting time withdraw. The designated afternoon pro-am alternate's responsibility concludes when all players in the afternoon have started play. Should any of these six/12 designated pro-am alternates be unable to replace the applicable withdrawal, he shall become ineligible for the tournament, unless the player has registered on-site and is excused from the Pro-am by the Commissioner, his designee or the PGA TOUR Tournament Director after presenting evidence of an injury or other disability which requires medical attention. Further, at the discretion of the Office of the Commissioner, a player may be excused from the pro-am or tournament sponsor function due to a serious personal emergency, such as the funeral or serious illness of a family member or close personal friend. In the case of emergency, such member may be excused without having registered on site. Further, upon being excused from the pro-am or tournament sponsor function, the player is not permitted to practice at the tournament site the day of the pro-am. It is the players' responsibility to know his position on the pro-am alternate list as of 12 noon (local time at the tournament site) the day preceding the Pro-am.

If a pro-am afternoon starting time withdrawal occurs and the next applicable pro-am alternate is a morning designated player, that player shall have the option to replace the afternoon pro-am withdrawal, provided he has informed the Rules Committee of his desire to play by 12 noon (local time at the tournament site) the day preceding the pro-am.

Pro-am alternates seven and below (13 and below for the 9&9 format), as of 12 noon (local time at the tournament site) the day preceding the pro-am, will not become ineligible for the tournament if unable to replace the applicable pro-am withdrawal.

The tournament host organization, subject to mutual agreement of the player, may shift up to five players from the pro-am into an alternative sponsor function, subject to the review and approval of the PGA TOUR.

Similarly, the top 30 players on the previous season's FedExCup Points List and Life Members, subject to mutual agreement of the host organization as well as review and approval of the PGA TOUR, may elect to perform an alternative sponsor function in lieu of playing in the official pro-am up to two times per year (except for Life Members who have no limitation), provided the player submits his request no less than 30 days in advance of the tournament. No more than three players may make such an election for any one tournament, with priority assigned first to Life Members and then in order of their position on the previous season's FedExCup Points List. At the discretion of the Commissioner or his designee, the number of top 30 players or Life Members choosing to perform an alternative sponsor function at a particular tournament in lieu of playing in the official pro-am may be extended beyond three players.

Notwithstanding any other provision in these Regulations, a professional who is not in the starting field of a tournament is ineligible to compete in the pro-am at the tournament site unless expressly approved in writing by the Commissioner or his designee. In any pro-am, the number of teams shall be limited to 52 professional players or 104 professional players if using the 9&9 format and two, three or four amateur partners, except that pro-ams using shotgun starts shall be limited to 54 such teams.

**NOTE:** Eight amateur places in each pro-am will be reserved for use by PGA TOUR.

The prize monies specified in the tournament agreement shall be paid directly to a junior golf initiative on a weekly basis. The junior golf organization to receive the donation would be identified by the local Tournament Organization and would be required to have 501(c)3 status. The money would be donated from the PGA TOUR Player Prize Fund. Players would not be required to report the winnings as earnings. In the event no 501(c)3 organization promoting junior golf could be identified or the tournament is held outside the United States, money would be donated to the National First Tee program.

If, in the judgment of the Tournament Director, adverse weather conditions or any other occurrence or condition beyond the control of PGA TOUR or the tournament render commencement or continuation of the pro-am inadvisable in its originally scheduled format, the Tournament Director in his discretion may postpone, cancel or alter play therein. In the event of cancellation of the pro-am, prize monies shall be distributed as noted in previous paragraph. At the option of the tournament, the pro-am may be conducted using the scramble format. Other general terms and conditions of such pro-am as described herein shall be applied, provided that each professional player in the pro-am will play at stroke play and will not be a part of the amateur scramble competition other than the use of his score on a hole.

At the option of the tournament, the pro-am may be conducted using the scramble format. Other general terms and conditions of such pro-am as described herein shall be applied, provided that each professional player in the pro-am will play at stroke play and will not be a part of the amateur scramble competition other than the use of his score on a hole.

## **8. Best Efforts; Withdrawals**

In making a commitment to participate in a PGA TOUR cosponsored, coordinated or approved tournament, a player thereby obligates himself to attempt to exercise his maximum golf skill and to play in a professional manner.

After making a commitment to participate in a tournament, a player shall not withdraw, either before or after signing an entry form for such tournament, except that:

- a. Prior to the commitment deadline, a player may withdraw for any reason.
- b. After the commitment deadline and before the tournament has commenced, a player may withdraw because of injury or other disability which requires medical attention, or serious personal emergency, such as the funeral or serious illness of a family member or close personal friend. The player shall immediately notify PGA TOUR of his reason for withdrawal, and within a period of 14 days submit written evidence supporting such reason to the Commissioner. For withdrawals related to injury or illness, a player's letter must include additional documentation from a medical professional substantiating the nature of the ailment and the prescribed treatment.

**NOTE:** Fatigue will not be considered a valid reason for withdrawing.

- c. During a round, a player may withdraw because of injury or other disability which requires medical attention, or serious personal emergency. The player shall notify the PGA TOUR Tournament Director or a PGA TOUR Rules Official of his reason for withdrawal, and within a period of 14 days submit written evidence supporting such reason to the Commissioner.
- d. Upon completing any round of 18 holes a player may withdraw, upon notifying the PGA TOUR Tournament Director or a Rules Official and returning a signed scorecard. In this case, the player's round is complete and the withdraw will be taken for the subsequent round. Should the player's subsequent round for which he is being withdrawn occur after the reduction in field size, the player would remain eligible to make the cut but would not appear in the following rounds groupings.

A player who breaches the provisions in Section A-8 of this Article IV shall be subject to a fine or suspension from play, or both, in PGA TOUR cosponsored and coordinated tournaments.

## **9. Suspensions, Postponements and Cancellations**

If, in the judgment of the Tournament Director, adverse weather conditions or any other occurrence or condition beyond the control of PGA TOUR renders commencement or continuation of tournament play inadvisable, play shall be suspended or postponed until such time as the Tournament Director, after consultation with the host organization, determines that such weather conditions or other occurrence have improved sufficiently for play to commence or resume, provided that no such suspension or postponement shall extend the tournament beyond the Monday following the scheduled conclusion of the tournament, except that in the event of a suspension during a final round being played on Monday when at least half of that round's starting field has completed play, the final round will be completed on Tuesday, but no later.

In the event of cancellation of any part of a tournament, prize money shall be distributed among the lowest scorers after the last completed round of play in the same number, amounts and order as for the originally scheduled number of holes. If a tournament is shortened to less than 72 holes and there is a tie for first place, there will be a playoff at a convenient time, as determined by the Tournament Director. The tournament will be considered "official" for purposes of determining official money if at least two official rounds have been completed or, in the case of a tournament played over three or more courses, if players have completed at least one official round on each course. The tournament will be considered "official" for purposes of determining official wins if at least three official rounds have been completed or, in the case of a tournament played over four or more courses, if players have completed at least one official round on each course.

If less than one official round of the tournament is completed as the result of any cancellation, the host organization shall not be required to pay any prize money and shall refund any dues paid for limited PGA TOUR memberships by nonmember entrants. In an open tournament, the host organization shall refund all entry fees paid; in an invitational tournament, the host organization shall not be required to pay a service fee to PGA TOUR.

If, however, at least one official round is completed, the host organization shall pay the full amount of any service fee payable to PGA TOUR under the tournament agreement, and 50 percent of the purse. If at least two official rounds are completed, the host organization shall pay the full amount of the service fee payable to PGA TOUR and 100 percent of the purse.



**B. GENERAL PROVISIONS**

The following general provisions relating to the conduct of tournaments apply to PGA TOUR cosponsored and coordinated tournaments.

**1. Entry Forms**

All entry forms for cosponsored and coordinated tournaments shall be prepared by PGA TOUR and furnished to the host organization.

All entries shall be subject to acceptance by the host organization and PGA TOUR, and may be rejected or revoked by either without liability at any time before or after commencement of tournament play if the entrant fails to meet the eligibility requirements set forth in the entry form and these Regulations, violates any of the regulations or otherwise conducts himself in a manner unbecoming a professional golfer. If a player's tournament entry is revoked, he shall not be entitled to share in the prize monies thereof.

All players in PGA TOUR cosponsored and coordinated tournaments shall grant and assign to PGA TOUR through their entry forms, without limitation, their individual television, radio, motion picture, photographic and similar rights (including all forms of television and other electronic media) with respect to their participation in such tournaments, provided that PGA TOUR's use thereof shall be limited to advertising, promoting or publicizing the PGA TOUR, PGA TOUR golf tournaments or broadcasts related thereto, and provided further that in no case shall such rights be used in any broadcast, motion picture or other program on an electronic medium that is for instructional purposes without the express written consent of the player(s) involved.

Players also shall agree in such entry forms to (i) refrain from any action that will interfere with PGA TOUR's ownership and exercise of the rights granted and assigned to it hereunder, including any use by other parties of such rights that are authorized by PGA TOUR; (ii) abide by these Regulations, including any amendments thereto as may be adopted from time to time; and (iii) abide by the USGA Rules of Golf, subject to any modifications thereof approved by PGA TOUR.

A professional who has incorporated may enter cosponsored and coordinated tournaments in the name of his corporation, and any money winnings will be paid directly to such corporation, provided that the beneficial interest in such corporation is owned entirely by the professional (and/or members of his immediate family). The professional shall give a personal guarantee of all obligations of the corporation on a form prescribed by PGA TOUR, and the player shall remain personally subject to all requirements applicable to professionals who enter such tournaments in their own names.

**2. Course Preparation**

Preparation of the course shall be subject to approval of the Tournament Director. Locations of teeing grounds and hole positions on putting greens shall be selected by the Tournament Director.

The Tournament Director may direct growing, cutting and watering of grass as the Tournament Director may deem advisable to provide appropriate playing conditions. Unnatural substances, such as artificially colored sand-like material in bunkers, are prohibited.

### **3. Playoffs**

In the event of a tie for first place at the conclusion of the scheduled number of holes in a PGA TOUR cosponsored or coordinated tournament at stroke play, a playoff shall be conducted for the purpose of determining the tournament winner. Such playoff shall be on a "hole-by-hole" basis immediately following the conclusion of the final round, or on the following day if the Tournament Director determines that darkness, weather or other conditions preclude conducting a playoff on the day of the final round. At the discretion of the Commissioner, a multiple-hole playoff format based on aggregate score may be implemented.

The winner of any playoff shall be deemed to have placed first in the tournament and his prize money determined accordingly. The loser of any playoff involving two players shall be deemed to have placed second and shall be entitled to second-place prize money. If a playoff involves more than two players, those other than the winner shall be deemed to have tied for second place regardless of their scores in the playoff, and their prize monies shall be apportioned accordingly. The determination of all prize monies shall be under the direction of the Tournament Director.

### **4. Distribution of Purses**

The purses of all PGA TOUR cosponsored and coordinated tournaments, including the proceeds received from the sale of television rights allocated by PGA TOUR to such tournaments, shall be distributed to the low finishers therein, as determined or approved from time to time by the PGA TOUR Policy Board.

### **5. Other Prizes**

Prizes of any nature for other than total score shall be subject to approval by the Commissioner.

### **6. Official Money**

Official money shall be awarded to individual prize-winners in such PGA TOUR cosponsored or approved tournaments as the PGA TOUR Policy Board may designate, provided that at least two official rounds have been completed or, in the case of a tournament played over three or more courses, if players have completed at least one official round on each course, and provided that official money shall not be awarded in any pro-am (but official money will be awarded in a tournament for individuals even if held concurrently with a pro-am). The breakdown of official money will be determined from time to time by the PGA TOUR Policy Board.

**NOTE:** For purposes of determining official money standings, money won by a nonmember shall count the same as money won by a PGA TOUR member, provided that the nonmember satisfied the requirements of Section A-2b of Article III, except that prize money earned by a nonmember or Special Temporary Member in the 2022 Barbasol Championship, 2022 Barracuda Championship and official money World Golf Championships events will be deemed not to be official money and will not be included on the Official PGA TOUR Money List.

**NOTE:** The TOUR Championship will be considered an Official money event even though prize money is not distributed. FedExCup bonus money will be deemed not to be official money and will not be included on the Official PGA TOUR Money List.

## V. CONFLICTING EVENTS; MEDIA AND MARKETING RIGHTS

### A. CONFLICTING EVENTS

#### 1. Obligations of PGA TOUR

On a date on which any golf tournament or event cosponsored by PGA TOUR is being played, PGA TOUR will not cosponsor or approve any other similar golf tournament or event without the advance written consent of the tournament of the first scheduled PGA TOUR tournament or event, which consent shall not be unreasonably withheld. "Similar golf tournament or event" means a tournament or event of the same type (i.e., PGA TOUR/Regular TOUR tournament or event). For example, PGA TOUR shall not be prohibited under this section from holding a PGA TOUR Champions, Korn Ferry Tour, PGA TOUR Latinoamérica, PGA TOUR Canada, or PGA TOUR China tournament on the same dates as a PGA TOUR (regular tour) tournament or event.

#### 2. Obligations of PGA TOUR Members

To contribute to the success of a PGA TOUR tournament or event and to permit PGA TOUR to fulfill its contractual obligations concerning representative fields, no PGA TOUR member shall participate in any other golf tournament or event on a date when a PGA TOUR (Regular TOUR) cosponsored tournament or event for which such member is exempt is scheduled, except for the following tournaments or events:

- a. A tournament or event for which a member obtains an advance written release for his participation from the Commissioner (See "Guidelines for Conflicting Event Release" set forth below);

**NOTE:** No conflicting event releases will be approved for tournaments held in North America.

- b. A tournament or event cosponsored or approved by and held in the territory of the PGA section with which the PGA TOUR member is affiliated or where he is then employed, provided that he is eligible for such sectional tournament under the constitution of the PGA;
- c. The PGA National Professional Championship, and PGA winter tournaments for professionals;
- d. Golf tournaments on the "home circuit" of a foreign player who is a PGA TOUR member.

**NOTE:** "Home circuit" is defined as the recognized professional golf tournament circuit which plays all or some portion of its schedule in the country of which the player is a citizen. Such foreign PGA TOUR member shall be eligible for this "home circuit" exception to provisions of these Regulations with regard to conflicting tournaments provided he has played, or committed to play, in a minimum of 15 PGA TOUR cosponsored or approved tournaments (as defined in paragraph C of Article I) in the season, or in the case of a Regular Member or Life Member (as defined in Section A.1 and 4 of this Article IX) who is age 45 or more and has made 150 cuts or more in tournaments awarding official prize money in his career, in a minimum of 12 PGA TOUR cosponsored or approved tournaments in the season. (See Section D-2 of Article IX, Membership Reinstatement Provisions.) In addition, a player who has played regularly on a recognized professional golf tournament circuit (i.e., meets membership requirements) for the past five seasons regardless of citizenship may designate this circuit as his "home circuit," provided he plays in a minimum of 20 PGA TOUR cosponsored or approved tournaments in the season, or in the case of a Regular Member or Life Member (as defined in Section A.1 and 4 of this Article IX) who is age 45 or more and has made 150 cuts or more in tournaments awarding official prize money in his career, in a minimum of 15 PGA TOUR cosponsored or approved tournaments in the season.

For purposes of the Tournament Regulations, the following professional golf tournament circuits, and the geographical area covered by each, are recognized as "home circuits":

Home Circuit	Geographical Region
PGA European Tour	Countries within the continent of Europe plus Morocco and Tunisia
PGA Tour of Southern Africa	Countries within the continent of Africa
Japan Golf Tour	Japan
PGA Tour of Australasia	Australia, New Zealand, Singapore, Indonesia, Malaysia, Thailand, Philippines, Myanma, Vietnam, Guam, China, Hong Kong, Korea, Taiwan, India and Pakistan
Asian Tour	Singapore, Indonesia, Malaysia, Thailand, Philippines, Myanma, Vietnam, Guam, Taiwan, India, and Pakistan

Any events sanctioned or cosanctioned by any of the above professional golf tours which are not within the geographical area listed for such professional golf tour shall not be considered events within the "home circuit" of a foreign player claiming such professional golf tour as his "home circuit."

Furthermore, the Commissioner, in the exercise of his discretion, may recognize additional "home circuits" and determine their geographical area.

- e. Masters Tournament, U.S. Open, The Open Championship or PGA Championship;
- f. Ryder Cup, Presidents Cup or Olympic Games;

- g. World Cup, provided that the dates have been approved in advance by PGA TOUR;
- h. PGA TOUR Champions cosponsored or approved tournaments; and
- i. Korn Ferry Tour tournaments, but only for those PGA TOUR members who gain eligibility to Korn Ferry Tour tournaments as a result of being Life Members of PGA TOUR (Section A-4 of Article IX), Past Champion Members of PGA TOUR (Section A-5 of Article IX), Special Temporary Members of PGA TOUR (Section A-6 of Article IX), Team Tournament Winners (Section A-7 of Article IX), Veteran Members of PGA TOUR (Section A-8 of Article IX), or any other member of PGA TOUR who is an alternate for a PGA TOUR (Regular TOUR) cosponsored tournament but who elects to play in a Korn Ferry Tour tournament opposite such PGA TOUR (Regular TOUR) cosponsored tournament.

In addition, in any week when a PGA TOUR, PGA TOUR Champions, Korn Ferry Tour, PGA TOUR Latinoamérica, PGA TOUR Canada, or PGA TOUR China cosponsored tournament is scheduled, no PGA TOUR member shall participate in any golf activity (including public exhibitions, clinics and pro-ams) in the same geographic area as such PGA TOUR, PGA TOUR Champions, Korn Ferry Tour, PGA TOUR Latinoamérica, PGA TOUR Canada, or PGA TOUR China tournament without the prior approval of the Commissioner. Nothing in the foregoing shall preclude PGA TOUR members from playing in "outings" during the week of a cosponsored tournament. As used herein, an "outing" refers to an event in which a player or players are invited by a company to entertain its customers, without any broadcast or other electronic portrayal of play and without public gallery.

### **3. Guidelines for Conflicting Event Release**

- a. Each Regular Member of PGA TOUR ordinarily shall be eligible for three releases per season based on participation in 15 PGA TOUR cosponsored or approved tournaments and, in addition, shall be eligible for one release for every five cosponsored or approved tournaments (as defined in paragraph C of Article I) in which he participates above 15 tournaments.
- b. Notwithstanding the above, the Commissioner may deny any particular release request if he determines that such a release would cause PGA TOUR to be in violation of a contractual commitment to a tournament sponsor, or would otherwise significantly and unreasonably harm PGA TOUR and such sponsors. Also, the Commissioner shall be entitled, but not obligated, to grant additional releases when he determines that to do so would not unreasonably harm PGA TOUR or the sponsor involved.
- c. In making the factual determinations contemplated in the preceding paragraph, the Commissioner shall consider, but shall not be limited to, the following factors:
  - (1) The overall makeup of the field from which the member seeks to be released;
  - (2) The member's standing on the current and previous season's FedExCup Points List;
  - (3) The number of tournaments that the member has played in, or committed to play in, for the current season;

- (4) The member's record of participation in the tournament from which he seeks to be released.

d. The Commissioner will consider conditional releases under the following circumstances:

- (1) If the member has not played in the tournament for which he seeks to be released for an extended period of time, such release may be conditional upon his participation in the tournament the following season.
- (2) After five releases have been granted for the same tournament, subsequent releases may be conditional upon the member playing in the tournament the next season.
- (3) If a member has committed to the tournament and is subsequently granted a release, such a member may be required to play in the tournament the following season.

All requests for conflicting event releases and/or television releases must be submitted no less than 45 days in advance of the first official round of competition of the tournaments for which such releases are requested. The Commissioner normally shall make decisions on release requests not later than 30 days in advance.

**NOTE:** No conflicting event releases will be approved for events held in North America.

## **B. MEDIA AND MARKETING RIGHTS**

### **1. Media Rights**

- a. The television, digital, radio, motion picture and all other media rights of all players participating in PGA TOUR cosponsored and coordinated tournaments, pro-ams or any other golf event conducted in conjunction with PGA TOUR cosponsored and coordinated tournaments (e.g., clinics, long-drive contests), or any portion thereof, are hereby granted and assigned to PGA TOUR. Based upon this grant and assignment, all such rights shall be the property of and expressly reserved by and to PGA TOUR, and any use thereof without the express written consent of PGA TOUR shall be forbidden.
- b. No PGA TOUR member shall participate in any live or recorded golf program without the prior written approval of the Commissioner, except that this requirement shall not apply to PGA TOUR cosponsored, coordinated or approved tournaments, wholly instructional programs\* or personal appearances on interview or guest shows. "Golf program" for purposes of this section means any golf contest, exhibition or play that is shown anywhere in the world in any form of media now known or hereinafter developed. The Commissioner's approval of any member(s) participating in any golf program covered by this rule may be subject, without limitation, to the sponsor, promoter, television producer and/or other parties involved in the golf program entering into a sanctioning or other agreement with PGA TOUR, including an acknowledgement of PGA TOUR's media rights and the payment of rights fees to the PGA TOUR, therefore, and to such other conditions as are designated by the Commissioner.

\*While wholly instructional programs have been exempted from the scope of this rule by the PGA TOUR Policy Board, any PGA TOUR member participating in such a program

is nonetheless required to obtain an agreement from the producer of the program or other appropriate party that the program will not be shown or distributed at the same time as any scheduled live coverage of a PGA TOUR cosponsored, approved or coordinated tournament. The "on demand" distribution of a wholly instructional program will not violate this rule as long as the program is not debuted during live coverage.

## **2. Marketing Rights**

- a. Aside from the assignment of individual television and similar rights provided for herein, nothing in these Regulations or in marketing programs adopted by PGA TOUR shall be deemed to restrict any member's individual marketing rights (e.g., promotions, endorsements, licensing, etc.).
- b. In addition, no person shall make any commercial use of the name, likeness or identity of any member of PGA TOUR without the advance written approval of such member.
- c. Similarly, no individual PGA TOUR member, tournament sponsor or other person or entity is authorized to make any commercial use of the PGA TOUR name, marks or logo without the advance written approval of PGA TOUR.

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# **VI. CONDUCT OF PLAYERS**

Players participating in PGA TOUR cosponsored, approved or coordinated tournaments shall observe these Regulations and the applicable rules of play while engaged in tournament play, and at all times shall conduct themselves in a manner becoming professional golfers that will not reflect unfavorably on PGA TOUR, its members, officers or representatives, tournaments or sponsors.

To this end, players shall use their best efforts to play golf of the caliber and with the skill befitting professionals, and to show respect for the game of golf. Any player who violates any of the foregoing or any of the provisions of this Article VI and/or the Fair Way Manual or Tournament Courtesy Vehicle Agreement may be subject to a fine, suspension from play in PGA TOUR cosponsored and coordinated tournaments, permanent disbarment from such play or any appropriate combination thereof.

## **A. ANTI-DOPING PROGRAM**

All players shall comply with the PGA TOUR Anti-Doping Program, as amended from time to time.

## **B. NO GUARANTEE FOR APPEARANCE**

Neither players nor other individuals acting on such players' behalf shall solicit or accept any compensation, gratuity or other thing of value offered for the purpose of guaranteeing their appearance in any PGA TOUR cosponsored, approved or coordinated tournament, including any pro-am played in connection therewith, except as may be specifically authorized by the PGA TOUR Policy Board prior to the tournament.

Conversely, neither players nor other individuals acting on such players' behalf shall offer anything of value to a PGA TOUR cosponsored, approved or coordinated event in return for an invitation to the tournament as described in Section A-1a(12) of Article III (i.e., a sponsor exemption.)

Neither a player nor other individuals acting on player's behalf shall promise or guarantee such player's appearance in any PGA TOUR cosponsored, approved or coordinated event conditioned upon the grant of a sponsor's exemption to a different player.

#### **C. INTEGRITY PROGRAM**

All players shall comply with PGA TOUR Integrity Program as amended from time to time, which prohibits betting on professional golf and other betting-related activities, among other things.

#### **D. FINANCIAL INTEREST BY A PLAYER IN ANOTHER PLAYER; GAMBLING; DOPING**

A player shall not have any financial interest, either direct or indirect, in the performance or the winnings of another player in any event cosponsored, coordinated, approved or otherwise sanctioned by the PGA TOUR, whether through purse-splitting, prize money "insurance," financial assistance, bets or otherwise. Any player who violates the provisions of this paragraph shall be subject to a suspension from tournament play for a minimum period of two seasons.

Further, a player shall not do any of the following:

1. Gamble or play cards on the premises where a PGA TOUR cosponsored or coordinated tournament is being played.
2. Associate or having dealings with persons whose activities have involved trafficking or administration of substances or methods prohibited by the PGA TOUR Anti-Doping Program, or other forms of doping.

#### **E. PUBLIC COMMENTS, PUBLIC ATTACKS**

The favorable public reputation of PGA TOUR, its players and its tournaments are valuable assets and create tangible benefits for all PGA TOUR members. Accordingly, it is an obligation of membership to refrain from making comments that unreasonably attack or disparage others, including, but not limited to tournaments, sponsors, fellow members/players and/or PGA TOUR. Speech that could be reasonably viewed as hateful, abusive, obscene and/or divisive is expressly prohibited. Responsible expressions of legitimate disagreement with PGA TOUR policies are not prohibited. However, public comments that a member knows, or should reasonably know, will harm the reputation or financial best interest of PGA TOUR, a fellow member/player, a tournament sponsor or a charity are expressly covered by this section. Any violation of this section shall be considered conduct unbecoming a professional.

#### **F. WORTHLESS CHECKS**

If any player issues a worthless (dishonored) check in payment of entry fees or otherwise in connection with a PGA TOUR cosponsored, approved or coordinated tournament, he shall be fined and disciplined as follows:



<b>First Offense:</b>	\$200 fine.
<b>Second Offense:</b>	\$200 fine and loss of check-cashing privileges for six months.
<b>Third Offense:</b>	\$500 fine and loss of check-cashing privileges for one season.

Repeated instances of the issuance of worthless checks by a member shall be grounds for suspension or permanent disbarment from tournament play, as may be determined by the PGA TOUR Policy Board.

## **G. USGA RULES OF GOLF**

Play in all PGA TOUR cosponsored, approved or coordinated tournaments shall be conducted in accordance with the USGA Rules of Golf, as modified by PGA TOUR. A copy of such modifications, including Local Rules and Conditions of Competition for PGA TOUR, and a Notice to Competitors (Players), which shall describe any special Local Rules and Conditions, will be made available to players prior to their starting times.

## **H. PRACTICING**

Only contestants, their caddies, instructors, managers, media, golf equipment manufacturers (when invited by contestants), tournament representatives and PGA TOUR staff are permitted onto any area designated for practice (e.g. range, practice putting greens, chipping or pitching greens, bunkers and the tournament golf course during practice rounds).

The use of permanent markers, paint or other similar products to create lines on the practice putting and chipping greens is not permitted. If marks or lines are created on these surfaces, they must be done with a non-permanent material, such as a chalk line, which will not damage the turf and will disappear in a short period of time.

**NOTE:** Family members and friends are not permitted inside the ropes on the golf course at any time. Family members are permitted on other designated practice areas when accompanied by the player. Players are expected to use good judgment and discretion when inviting family members onto designated practice areas. Players are responsible for their minor children and their conduct. Only one tournament representative is allowed access to designated practice areas at any time

Practicing shall be permitted only in areas specifically designated for practice. On pro-am days, practice by professionals and amateurs not in the pro-am or without a mandatory sponsor function pursuant to Article IV, Section 7 (Pro-Am/Tournament Sponsor Functions) in designated practice areas is prohibited from 30 minutes prior to the first pro-am starting time through the final pro-am starting time, for each segment/wave of tee times. Tournaments using the (9&9 pro-am format may amend this policy and practice restrictions will be posted in the locker room during tournament week.) On practice days, after 8:30 a.m., all play must start from the first tee, unless approved by a member of the Rules Committee. This rule doesn't apply to tournaments using the 9&9 pro-am format.

On pro-am days at tournaments played from the start of each season until the Masters Tournament, professionals and amateurs not in the pro-am are permitted to practice chipping and putting on course prior to the first pro-am starting time. Full shots on course are not permitted. On pro-am days at tournaments played after the Masters Tournament until

the conclusion of the FedExCup Playoffs, professionals and amateurs not in the pro-am are permitted to practice all shots on course prior to the first pro-am starting time. Any practice taking place prior to the pro-am must not interfere with the pace of play of the pro-am and players shall not endanger persons preparing the golf course for the pro-am.

During practice rounds, the following shall govern certain types of strokes:

1. Only one stroke, including a stroke from a bunker, may be aimed for the putting green, except as follows:
  - (a) If such stroke does not land or stop on the putting green, only one additional stroke may be played.
  - (b) More than one chip shot outside a bunker may be played, provided such practice does not damage the course unduly.
2. Not more than three bunker strokes may be played in directions other than toward the putting green, provided the bunker is not thereby damaged unduly.
3. More than one stroke may be played on the putting green.

In any case, a player must not delay any following players. No practice strokes shall be permitted if a player of a group behind the player is waiting to play.

During tournament week, practice facilities and the tournament course are for qualified players and the first 10 alternates on the PGA TOUR alternate list or other eligible players as determined by the on-site PGA TOUR Tournament Director. Qualified players and the first 10 alternates on the PGA TOUR alternate list or other eligible players shall not practice with ineligible players.

## **I. CADDIES AND GOLF CARTS**

Players in cosponsored and coordinated tournaments shall not use automotive transportation. Caddies must be employed for all practice, qualifying, pro-am and tournament rounds. Amateurs may use golf carts during pro-ams when approved in advance by the PGA TOUR Tournament Director.

Caddies shall be paid promptly. PGA TOUR shall determine who is eligible to be employed as a caddie and shall further determine uniforms to be worn by a caddie, including headwear, shirts and slacks. Caddies shall present a neat appearance in both clothing and personal grooming. A caddie may enter the locker room during the week to assist the player with retrieving items from his locker. Caddies are not allowed in the locker room at any other time. Players who wish to bring their own caddies to a PGA TOUR cosponsored or coordinated tournament shall so indicate at the time they commit to participate in such tournament, and shall be responsible for the conduct and behavior of such caddies at such tournaments, and the conformance of such caddies to these *Regulations*.

**J. LOCKER ROOM FEES**

Players in the starting field of the tournament who use locker room facilities at the host clubhouse shall pay a minimum fee of \$50 to the locker room attendant for such service.

**K. APPEARANCE OF PLAYERS**

Players shall present a neat appearance in both clothing and personal grooming. Clothing worn by players shall be consistent with currently accepted golf fashion. The Tournament Director shall interpret this regulation, subject to the approval of the Commissioner.

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## **VII. DISCIPLINE, PENALTIES & APPEALS**

Each PGA TOUR member, by participating in cosponsored, coordinated or approved golf tournaments, acknowledges the right and authority of the PGA TOUR Policy Board, the Commissioner and the Appeals Committee to (i) fine and suspend the member from tournament play, and/or (ii) fine and permanently bar the member from play in PGA TOUR cosponsored, approved or coordinated tournaments for violation of the *Tournament Regulations*.

Any such participating member, if involved or affected in any manner whatsoever by a decision of the PGA TOUR Policy Board, the Commissioner or the Appeals Committee with respect to any such violation hereby releases the PGA TOUR Policy Board, the Commissioner or the Appeals Committee, PGA TOUR, Inc., the Professional Golfers' Association of America, 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 such decision or action by the PGA TOUR Policy Board, the Commissioner or the Appeals Committee.

Fines are due and payable within 30 days unless the member has made a written appeal. Should the appeal be denied, the fine will be due and payable within 30 days of such denial of appeal and, notwithstanding such 30-day period, until such fine is paid the member will be ineligible for competition.

**A. NOTIFICATION OF DISCIPLINARY INQUIRY**

Except for penalties under the USGA Rules of Golf (including Slow Play, Local Rules and Conditions of Competition for PGA TOUR) and for minor penalties, any members subject to disciplinary action or penalties defined as intermediate or major penalties shall first be notified of such proposed action in writing. Such notice may be presented to the member by the Chief of Operations, PGA TOUR or his designee, except that any notice of a proposed major penalty shall be executed by the Commissioner.

Within 14 days of such notice of proposed disciplinary action or penalty, the member shall submit to the Commissioner such facts or evidence of mitigating circumstances as may apply.

Within 14 days of receipt of such information from the member, the Commissioner shall notify the member in writing of the imposition of the proposed disciplinary action or penalty, or that the proposed action has been dismissed. After imposition of any penalty hereunder, the member shall have the right of appeal as set forth in Section E of this Article VII.

## **B. USGA RULES OF GOLF**

Any member who, while participating in any PGA TOUR cosponsored, coordinated or approved tournament, breaches the USGA Rules of Golf, Local Rules and Conditions of Competition for the PGA TOUR, Local Rules or Conditions in effect for the conduct of such tournament shall be subject to the penalties provided in such Rules or Conditions, as well as any other penalties determined by the PGA TOUR Policy Board. The decision of the PGA TOUR Rules Committee for the competition with respect of such breach(es) shall be final and conclusive.

## **C. CONDUCT UNBECOMING A PROFESSIONAL**

Any member who shall be deemed guilty of conduct unbecoming a professional golfer while participating in a PGA TOUR cosponsored, approved or coordinated tournament, or activities related thereto (e.g., practice rounds, hospitality events, etc.), or who otherwise violates the provisions of Articles VI and VII of these Regulations and/or the PGA TOUR Anti-Doping Program relating to Drugs of Abuse shall be subject to fine, suspension and/or permanent disbarment from tournament play as provided in these Regulations.

In any instance where a member of PGA TOUR has for any reason been placed on probation for an infraction of any rule of PGA TOUR, then and in that event, if at any time during the probation period that member shall violate any rule of PGA TOUR, irrespective of whether that violation carries with it a penalty designated minor, intermediate or major as described under Sections D-1, D-2 and D-3 of this Article VII, the Commissioner may immediately suspend the member's playing privileges. The Commissioner shall inform the member of the decision to revoke the probation within 14 days.

Prior to imposition of any intermediate or major penalty (except under the Rules of Golf), the member shall be notified orally, if possible, and in writing signed by the PGA TOUR Tournament Director or the Commissioner or the Chief of Operations, PGA TOUR or his designee (in the case of an intermediate penalty). In the case of minor penalties, notification may be by the Chief of Operations, PGA TOUR or his designee. Such written notifications shall specify the precise charges or violations. To the extent practicable, such written notifications shall be given within seven days following such violation.

Any written notification required by this section to be given to a member shall be emailed, hand-delivered or sent to him via registered or certified mail, return receipt requested, to the address of the member as shown in the records of PGA TOUR, provided that delivery to a member's locker at a tournament site shall constitute hand delivery under this section.

**D. CLASSES OF PENALTIES**

**1. Minor Penalties**

A minor penalty is a fine of not more than \$10,000. A minor penalty may be imposed by the Chief of Operations, PGA TOUR or his designee.

**2. Intermediate Penalties**

An intermediate penalty is a fine of between \$10,001 and \$20,000 and/or suspension from play for not more than three tournaments, including the tournament then in progress or scheduled for the calendar week in which the alleged violation occurred. For violations of the PGA TOUR Anti-Doping Program related to Drugs of Abuse, an approved plan of treatment and rehabilitation to be conducted at the player's expense, in addition to or in lieu of other penalties may be imposed. An intermediate penalty may be imposed by the Commissioner or, if the Commissioner is not readily available, by the Chief of Operations, PGA TOUR or his designee.

**3. Major Penalties**

A major penalty is a fine in excess of \$20,000, suspension from tournament play for more than three tournaments and/or permanent disbarment from play in PGA TOUR cosponsored or coordinated events. For violations of the PGA TOUR Anti-Doping Program related to Drugs of Abuse, an approved plan of treatment and rehabilitation to be conducted at the player's expense, in addition to or in lieu of other penalties may be imposed. A major penalty may be imposed only by the Commissioner except as otherwise specified in these Regulations.

**E. APPEALS**

**1. Minor Penalties**

Appeals from minor penalties shall be to the Chief of Operations, PGA TOUR or his designee. Such appeal may be written or oral, and may include defenses or mitigating circumstances, including written statements of witnesses. Such appeal shall be received by the Chief of Operations, PGA TOUR, or his designee no later than 14 days after the date of the written notification of imposition of the penalty. The Chief of Operations, PGA TOUR or his designee shall render his decision on appeal, in writing, within 14 days of his receipt of the appeal, and such decision shall be final.

**2. Intermediate and Major Penalties**

Within 14 days of the date of notification of an intermediate or major penalty, the member may submit a written appeal to the Commissioner; provided, however, that if the initial penalty was imposed by the Commissioner and the Commissioner deems it in the best interest of PGA TOUR, any appeal to the Commissioner may be transferred by the Commissioner to the Appeals Committee. Such appeal may include statements from others having knowledge of the facts. Failure to file such an appeal shall be deemed conclusively to be an admission of the charges specified in the notification.

Thereafter, and within 14 days of receipt of such appeal, the Commissioner shall reach a decision and shall promptly notify the member in writing of his response, specifying the reason therefor. No member who has not appealed an intermediate or major penalty to the Commissioner shall have a right of further appeal to the Appeals Committee.

An appeal shall operate to stay the effective date of any penalty, except suspension from a tournament then in progress or scheduled for the calendar week in which the alleged violation occurred, until after the final decision on the appeal.

### **3. Appeals Committee**

There shall be an Appeals Committee consisting of three non-Player Directors designated by the Board. The Appeals Committee shall prescribe its own rules of procedure.

A member may appeal to the Appeals Committee from any decision by the Commissioner denying any initial appeal from the imposition of an intermediate or major penalty. The Appeals Committee shall also consider any appeal directed to it by the Commissioner, as provided in Section E-2 of this Article VII. The appellant shall give written notice of appeal, directed to the Appeals Committee (in care of the Commissioner) within 14 days of the notice from the Commissioner denying the player's initial appeal.

Within 14 days after giving notice of appeal to the Appeals Committee, the appellant and the Commissioner may submit to the Appeals Committee any and all written evidence, documentation, affidavits, witness statements, legal memoranda, or other materials relevant to the appeal or any penalties imposed on the appellant. The Appeals Committee will review and consider all such materials. The Appeals Committee may, in its discretion, request a member or a witness to respond to questions from the Appeals Committee.

As soon as practicable after considering the materials submitted to it, the Appeals Committee shall give appellant and the Commissioner written notice of its decision. Upon the evidence before it, including any evidence previously submitted to the Commissioner, the Appeals Committee may affirm, modify (increase or decrease) or reverse the decision of the Commissioner. The decision of the Appeals Committee shall constitute full, final and conclusive disposition of the matter.

### **4. Anti-Doping Program**

The provisions of this Article shall only be applicable to violations of the PGA TOUR Anti-Doping Program relating to Drugs of Abuse, as determined in the sole discretion of the Program Administrator for the PGA TOUR Anti-Doping Program. All other violations of the PGA TOUR Anti-Doping Program shall be subject to the disciplinary and appeals terms and processes set forth in the PGA TOUR Anti-Doping Program Manual.

### **5. Integrity Program**

The provisions of this Article shall not be applicable to violations of the PGA TOUR Integrity Program. Such violations shall be subject to the disciplinary and appeals terms and processes set forth in the PGA TOUR Integrity Program Manual.

## VIII. RESPONSIBILITIES OF TOURNAMENTS

### A. FINANCIAL RESPONSIBILITY

The Commissioner may, at his option, require the host organization of any cosponsored or coordinated tournament to furnish evidence satisfactory to the Commissioner of the tournament's financial responsibility, either (i) by posting a bond in an amount equal to the sum of the prize monies for such event plus \$10,000 to cover the entry fees or the service fee payable to PGA TOUR, guaranteeing such performance, or (ii) by providing some other form of financial guarantee or arrangement assuring the tournament's performance of its financial obligations under the tournament agreement.

### B. NO GAMBLING

Neither the host organization of any cosponsored or coordinated tournament nor any of its employees, agents or representatives shall be associated with any form of organized or unorganized gambling at the time of the tournament or pro-am, if any, either at or removed from the site thereof. If such provision is violated, PGA TOUR shall have the right to terminate all or any portion of such tournaments without liability to the tournament, and any PGA TOUR member may withdraw from participation therein without liability to the tournament and without penalty under these Regulations or other PGA TOUR rules.

### C. SALE ON GROUNDS OF ALCOHOLIC BEVERAGES OTHER THAN WINE OR BEER

The tournament will ensure that alcoholic beverages other than wine and beer will not be sold on the grounds (excluding the clubhouse and hospitality areas) without the prior written approval of PGA TOUR.

### D. SIGNS AND BANNERS

The tournament will ensure that signs and banners will not be allowed on the course except as specifically approved by the Tournament Director.

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## IX. MEMBERSHIP MATTERS

This article defines PGA TOUR membership categories, including the eligibility criteria, rights and privileges for each category. Nothing herein shall be deemed to be inconsistent with or to supersede the Articles of Incorporation or By-Laws of PGA TOUR, Inc., which reserves certain voting rights and responsibilities solely to the members of the PGA TOUR Policy Board.

### A. ELIGIBILITY FOR MEMBERSHIP

The following players who are 18 years of age or older shall be eligible to apply to become Members of the PGA TOUR:

**1. Regular Members**

- a. Players with special exemptions as defined in Section A-1a(1)-(11) and (18) of Article III
- b. The top 125 finishers on the FedExCup Points List in a season, provided they apply for membership within the time specified by PGA TOUR.
- c. Any nonmember of PGA TOUR who wins a PGA TOUR cosponsored or approved tournament provided he applies for membership within the time specified by PGA TOUR.
- d. Any nonmember of PGA TOUR whose points on the Non-Member FedExCup Points List for the previous season equals or exceeds the amount of FedExCup points earned by the player finishing in 125th position on the previous season's FedExCup Points List following the conclusion of the Event immediately preceding the first FedExCup Playoffs event, provided he applies for membership within the time specified by PGA TOUR.
- e. Any members who qualify for the Major Medical Extension as provided in Section A-1d of Article III, for so long as such member is entitled to the Major Medical Extension.
- f. The top 25 finishers on the previous year's Official Korn Ferry Tour Regular Season Points List and top 25 finishers from the Korn Ferry Tour Finals, provided they apply for membership within the time specified by PGA TOUR.
- g. Any player who wins three Korn Ferry Tour tournaments in the current season, provided he applies for membership within the time specified by PGA TOUR.

**2. Associate Regular Members**

- a. The 25 finishers beyond 125th place on the FedExCup Points List in a season may apply to become Associate Regular Members for the next succeeding season, provided they declare in writing to PGA TOUR within 30 days after the last scheduled day of the final tournament awarding official prize money whether he desires to become a PGA TOUR member for the following season, or he shall forfeit his ability to become a PGA TOUR member for such season based upon his position on the FedExCup Points List.
- b. Such members shall be able to participate in tournaments to the extent provided in Section A-1j of Article III.
- c. Such members shall be subject to all applicable requirements and obligations of these Regulations.

**3. Minor Medical Extension Members**

- a. Any members who qualify for the Minor Medical Extension as provided in Section A-1i of Article III, for so long as such member is entitled to the Minor Medical Extension.
- b. Such members shall be subject to all applicable requirements and obligations of these Regulations.



#### **4. Life Members**

PGA TOUR Regular Members who meet the following criteria will automatically become Life Members:

a. Eligibility

A member must have:

- (l) Minimum 15 seasons active tournament participation.
- (2) Won at least 20 cosponsored or approved tournaments in his career.

b. Benefits and Obligations

A Life Member shall be:

- (l) Exempt from the obligation to pay annual dues.
- (2) Eligible to participate in tournaments to the extent provided in Section A-1a(18) of Article III.
- (3) Subject to all applicable requirements and obligations of these Regulations.

#### **5. Past Champion Members**

a. Eligibility:

A former tournament winner of a PGA TOUR (or, before 1969, PGA) cosponsored or approved tournament.

b. Benefits and Obligations:

A Past Champion Member shall be:

- (l) Eligible to participate in tournaments to the extent provided in Section A-1m of Article III.
- (2) Subject to all applicable requirements and obligations of these Regulations.

#### **6. Special Temporary Members**

A Special Temporary Member shall be:

- a. Eligible to participate in tournaments to the extent provided in Section A-1n of Article III.
- b. Subject to all applicable requirements and obligations of these Regulations.

## **7. Team Tournament Winners**

A Team Tournament Winner shall be:

- a. Eligible to participate in tournaments to the extent provided in Section A-1o of Article III.
- b. Subject to all applicable requirements and obligations of these Regulations.

## **8. Veteran Members**

A Veteran Member shall be:

- a. Eligible to participate in tournaments to the extent provided in Section A-1p of Article III.
- b. Subject to all applicable requirements and obligations of these Regulations.

## **9. Temporary Members**

Any nonmember of PGA TOUR (except an amateur) who qualifies to participate in a PGA TOUR cosponsored or coordinated tournament or event shall be required to become a temporary member of PGA TOUR for the duration of such tournament.

# **B. VOTING MEMBERSHIP**

## **1. Eligibility**

A nonvoting member can become a voting member by (i) playing in at least 15 PGA TOUR cosponsored or approved tournaments (as defined in paragraph C of Article I) in a season (qualifying rounds do not constitute “play” in such tournaments for purposes of this section); and (ii) attending at least one player meeting designated by PGA TOUR (a “mandatory meeting”) or performing a substitute educational requirement established by the PGA TOUR Policy Board, including, without limitation, attending a makeup meeting or video presentation (an “educational requirement”) in the season in which he first plays 15 events; and (iii) in the case of members playing their first full PGA TOUR season, having attended the New Member Orientation meeting (normally held at the conclusion of the Korn Ferry Tour Finals).

**NOTE:** Members playing their first full PGA TOUR season who are unable to attend the New Member Orientation meeting due to a serious personal emergency or, any such members gaining membership other than through the Korn Ferry Tour or Korn Ferry Tour Finals may perform a substitute educational requirement established by the PGA TOUR Policy Board, including, without limitation, attending a makeup meeting or video presentation.

**NOTE:** For the purpose of the player retirement plan, a nonvoting member who becomes a voting member as a result of fulfilling the conditions set forth in this Section B-1 of Article IX shall be entitled to begin accumulating retirement plan credits in the season following the season in which such nonvoting member first becomes a voting member.

## **2. Retention of Voting Membership; Reinstatement**

A voting member shall play in at least 15 PGA TOUR cosponsored or approved tournaments (as defined in paragraph C of Article I), or any combination thereof equal to at least 15 PGA TOUR (Regular TOUR) cosponsored or approved tournaments, excluding qualifying rounds in each season; and shall further attend at least one mandatory meeting or perform an educational requirement. If he fails to do so, he shall cease to be a voting member.

Notwithstanding the above, any member who was a voting member at the time he became unable to play in PGA TOUR tournaments due to injury or medical disability and thereafter resumes play under the Major Medical Extension as provided in Section A-1d of Article III, or Minor Medical Extension as provided in Section A-1i of Article III, shall retain his voting membership while playing under such category, provided that while playing under such category such player attends at least one mandatory meeting or performs one educational requirement.

A former voting member who plays in at least 15 PGA TOUR (Regular TOUR) cosponsored or approved tournaments in a season, and attends at least one mandatory meeting or performs an educational requirement in such season, shall automatically be reinstated to Voting Membership retroactive to the beginning of such season in which he plays in a least 15 PGA TOUR cosponsored or approved tournaments and attends such mandatory meeting or performs such educational requirement.

## **3. Special Privileges of Voting Members**

Besides their exclusive rights to vote for Player Directors of the PGA TOUR Policy Board (see Section G of this Article IX), only voting members shall be eligible to participate in the PGA TOUR Deferred Compensation Player Retirement Plan (the "Cuts" plan) unless the member has achieved Veteran Member status pursuant to Section A.1.p of Article III.

## **C. DUES AND FEES**

Members shall pay such dues and fees as may from time to time be prescribed by the PGA TOUR Policy Board.

A nonvoting member who becomes a Voting Member shall pay any differences between the initiation fee paid by him when he becomes a (nonvoting) member and the initiation fee required of a Voting Member as of the time he becomes eligible therefor.

A voting member who loses voting status shall not be required to pay an additional fee if he is reinstated to voting membership.

## **D. TERMINATION AND REINSTATEMENT OF MEMBERSHIP**

### **1. Termination**

A player shall cease to be a member of the PGA TOUR:

- a. If he resigns;

- b. If he fails to pay required dues or fees within the time specified by PGA TOUR;
- c. If he loses his eligibility for membership under Section A of this Article IX; or
- d. If in the judgment of the PGA TOUR Policy Board he commits a serious breach of these Tournament Regulations, the USGA Rules of Golf, the PGA Code of Ethics or conducts himself in a manner unbecoming a professional golfer; or
- e. If he loses his eligibility for membership under the terms of the PGA TOUR Anti-Doping or PGA TOUR Integrity Program.

## **2. Reinstatement**

A player whose PGA TOUR membership is terminated for playing performance reasons (i.e., for failing to retain his exempt status) shall be eligible for reinstatement to such membership if he subsequently becomes eligible under Section A of this Article IX.

If a player's membership in PGA TOUR shall be terminated for any reason other than the foregoing, he shall not be eligible for reinstatement to membership for at least six months from such termination, except on the affirmative vote of two-thirds of the members of the PGA TOUR Policy Board.

Notwithstanding any other provisions of these Regulations, any PGA TOUR member who (i) resigns from membership or purposely allows his membership to lapse by nonpayment of dues and thereafter participates in a conflicting event (as defined herein), or (ii) in the case of a Regular Member or Life Member (as defined in Section A.1 and 4 of this Article IX) takes advantage of the provisions of Section A-2d of Article V ("home circuit exception") to the onflitting event rule for foreign members and thereafter fails to honor his commitment to play in at least 15 PGA TOUR cosponsored or approved tournaments (as defined in paragraph C of Article I), or in the case of a Regular Member or Life Member (as defined in Section A.1 and 4 of this Article IX) who is age 45 or more and has made 150 cuts or more in tournaments awarding official prize money in his career, in a minimum of 12 PGA TOUR cosponsored or approved tournaments in the season, shall lose his PGA TOUR membership as of the conclusion of the season in which he fails to play such 15 events (or 12 events as the case may be and shall not be eligible to apply for reinstatement to PGA TOUR membership for one season.

Notwithstanding the above, the Commissioner, upon application by a foreign member and for medical reasons or other extraordinary circumstances that the Commissioner, at his discretion, determines to be a valid reason for not playing in at least 15 PGA TOUR cosponsored or approved tournaments, may reduce the 15- minimum (or 12-minimum as the case may be) tournament requirement.

Any PGA TOUR member who resigns from membership while playing under a multi-season exemption (see Section A.1.a.(1)-(9) of Article III) and thereafter notifies PGA TOUR that he desires to rejoin as a member after having fulfilled the one (1) season waiting period, as applicable, referred to above in this Section D.2, shall be entitled to rejoin the TOUR at the beginning of any season remaining in his exempt period, and shall be entitled to the remaining portion of such multi-season exemption (with such remaining portion of the multi-season exemption determined as if such member had not resigned).

**E. MEETINGS OF PLAYER MEMBERS**

**1. Annual Meeting**

The annual meeting of the members of PGA TOUR shall be held on a date and at a place to be determined by the Commissioner at least 60 days prior to the holding thereof. Players invited to attend shall include regular, Life, Past Champion and all voting members of PGA TOUR.

**2. Special Meetings**

Special meetings of members of the PGA TOUR shall be held whenever called by the Commissioner upon the written request of two or more of the Player Directors of the PGA TOUR Policy Board, or upon the filing with the Commissioner of a petition signed by not less than 25 percent of the voting members of PGA TOUR. Within 30 days of the receipt of such request or petition, the Commissioner shall schedule and give notice of such meeting.

**3. General Provisions**

- a. So far as is practicable, meetings shall be scheduled at a place and time convenient to the members, preferably at the site of and within two days of the commencement of a PGA TOUR cosponsored tournament.
- b. Notice of each meeting of the members shall be mailed to each member, addressed to such member at his address as it appears on the records of PGA TOUR, not less than 10 or more than 30 days before the scheduled date of such meeting. Each such notice shall state the place, date and hour of the meeting, and the purpose for which it has been called. No notice of any meeting need be given, however, to any member who personally appears thereat or signs a written waiver thereof, whether before or after such meeting, and no notice need be given of any adjourned meeting of the members if the time and place of such adjourned meeting are announced at the meeting at which the adjournment is taken, provided the adjournment is not for more than 21 days. Any business may be transacted at any adjourned meeting which might have been transacted at the meeting as originally scheduled.
- c. The presence, in person, at any meeting of the members of a majority of all the voting members shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the voting members present or, if no voting member is present, any officer of PGA TOUR present, may adjourn the meeting for a period not exceeding 21 days in any one case.
- d. Each voting member present at meetings of members shall be entitled to one vote in person on all matters with respect to which voting members may vote. All matters voted upon by the voting members at any meeting of the members except the election or removal of a Player Director, as provided in Section G of this Article IX, shall be decided by the vote of a majority of the voting members present.
- e. Nothing herein shall preclude the scheduling by PGA TOUR of additional informal player meetings.

**F. PGA TOUR POLICY BOARD****1. Members**

The members of the PGA TOUR Policy Board (Board of Directors of PGA TOUR, Inc.) shall consist of four Player Directors, one officer of the PGA of America ("PGA Director") and five public figures with a demonstrated interest in the game of golf ("Independent Directors").

**2. Rules and Procedures**

The rules and procedures governing the meetings and other actions of the PGA TOUR Policy Board shall be as prescribed herein and in the corporate Articles of Incorporation and Bylaws of PGA TOUR, Inc.

**G. PLAYER ADVISORY COUNCIL AND PLAYER DIRECTORS****1. Player Advisory Council**

- a. Eight members of PGA TOUR (Regular TOUR) shall be elected annually to serve on a PGA TOUR Player Advisory Council (the "Council") by voting members and fully exempt members of the PGA TOUR. For purposes of this section, fully exempt PGA TOUR members shall be defined as those players eligible for PGA TOUR cosponsored, open events in accordance with Article III, Section A.1.(a) through (g) of these regulations (i.e. through and including the Top Finishers of the Korn Ferry Tour category). The purpose of the Council is to advise and consult with the PGA TOUR Policy Board and Commissioner on matters affecting PGA TOUR (Regular TOUR) members.
- b. The members of the Council will be elected as follows:
  - (1) Not later than ten days following the completion of the last official money event in each calendar year, the Commissioner shall mail to all eligible members a list of members of PGA TOUR finishing within the top 125 on the FedExCup Points List, Top Finishers of the Korn Ferry Tour and players eligible for tournament play pursuant to Sections A.1.a(1) through (11), A.1.a(18), A.1.b, A.1.c, A.1.d and A.1.i of Article III of these Regulations.

The list shall be arranged in seven groups of 25, in order of the FedExCup Points List followed by the Top Finishers of the Korn Ferry Tour. Players eligible for tournament play pursuant to Sections A.1.a(1) through (11), A.1.a(18), A.1.b, A.1.c A.1.d and A.1.i of Article III of these Regulations and not already listed will then be evenly distributed among these seven groups. Each eligible PGA TOUR member may vote for one player in each group of 25 who is not a Player Director of the PGA TOUR Policy Board.

- (2) Ballots shall be returned to the office of an outside auditor no later than 30 days following the date on which they are mailed to eligible members. The member who receives the greatest number of votes in each group of 25 shall be deemed elected. In addition, the player remaining with the highest number of votes from any of the seven categories will be elected as an at-large member of the Council.

The results of the election shall be announced as soon as practicable unless a tie vote in any group of 25 makes a runoff necessary, in which case the Commissioner shall promptly conduct a mail vote of all eligible members to resolve the tie and announce the results when voting is completed.

- (3) Upon completion of the election as provided above, the current Player Directors shall select eight additional members to serve on the Council. Thereafter, the current Player Directors shall nominate at least two and not more than three of the elected and appointed members of the Council to serve as Chairman. Every third year, beginning in 1992, the Player Directors shall nominate at least three and no more than five of the elected and appointed members of the Council for the purpose of serving as Co-Chairmen. Any member of the Council so selected by the current Player Directors shall be an actual voting member of PGA TOUR at the time such member is selected.
- (4) After the Player Directors have made their nominations for Chairman or Co-Chairmen of the Council as provided in Section 3 above, the Commissioner shall mail to all voting members of PGA TOUR the nominees for Chairman of the Council. Each such voting member of PGA TOUR may vote for one of the nominees for Chairman. Every third year, as referred to in Section 3, each voting member may vote for two of the nominees to serve as Co-Chairmen.
- (5) Ballots shall be returned to the office of an outside auditor no later than thirty (30) days after mailing by the Commissioner. The nominee for Chairman who receives the greatest number of votes shall be the Chairman, and the nominee who receives the second-greatest number of votes shall be the Vice-Chairman.

In those years when Co-Chairmen are to be elected, the two nominees who receive the most votes will share the position of Chairman. In those years, the Vice-Chairman shall be that member who receives the third- greatest number of votes. The results of the election shall be announced as soon as practicable unless a tie vote makes a runoff necessary, in which case the Commissioner shall promptly conduct a mail vote to resolve the tie and announce the results when the voting is completed.

- c. The Chairman (or Co-Chairmen in those years when there are Co-Chairmen) or, in his or their absence, the Vice-Chairman of the Council will be invited to attend meetings of the PGA TOUR Policy Board as an observer without a vote.
- d. A member of the Council shall hold office until December 31 of the year of his election or until he ceases to be a member of the PGA TOUR, whichever first occurs. A vacancy occurring during the year (other than a vacancy in the office of Chairman) will be filled by a vote of the Council for players in the category of FedExCup points of the retiring member. Members of the Council may be reelected from year to year.

## **2. Term of Chairman and Player Directors**

- a. A Chairman or the Co-Chairman of the Council shall hold office until December 31 of the year of his or their election. Thereafter, the Chairman, and every third

year each Co-Chairman, will automatically become a Player Director and will hold such office for a period of three years and until his successor is elected and qualified or until his earlier resignation or removal.

- b. Whenever the office of Chairman of the Council becomes vacant by reason of death, resignation, disqualification, removal or otherwise, or if the Chairman ceases to be a voting member of PGA TOUR, the Vice-Chairman of the Council (if then a voting member of PGA TOUR) shall assume the office of Chairman and shall serve for the unexpired term of his predecessor. If the Vice-Chairman of the Council is unable or unwilling to accept the office of Chairman, or is not then a voting member of PGA TOUR, the Player Directors then serving on the PGA TOUR Policy Board shall elect the Chairman from among those individuals then serving on the Council who are then voting members of PGA TOUR. The individual so selected shall serve the unexpired term of his predecessor. In such case, the new Chairman of the Council shall become a Player Director upon the expiration of his term as Chairman of the Council as provided in Section G-2a of this Article IX.

### **3. Vacancies and Removal of Player Directors**

- a. Whenever the office of any Player Director becomes vacant by reason of death, resignation, disqualification, removal or otherwise, or if such Player Director ceases to be a voting member of PGA TOUR, the remaining Player Directors shall elect a successor who shall serve for the unexpired term of his predecessor.
- b. Any Player Director may be removed at any time, with or without cause, by the vote of two-thirds of all the voting members of PGA TOUR at a regular or special meeting called for that purpose.

## **H. AMENDMENTS**

These Tournament Regulations may be amended or repealed at any meeting of the PGA TOUR Policy Board by the affirmative vote of a majority of the Board, provided that at least three of such majority shall be Player Directors, provided, further, that if any member of the Board, including a Player Director, upon advice of PGA TOUR counsel or otherwise, abstains from participating in any vote to adopt, amend, or repeal any provision of these Tournament Regulations because of an actual or potential conflict of interest, the Board nonetheless may adopt, amend or repeal such provision by a vote of a majority of the disinterested directors, even if (i) such majority is comprised of no Player Directors, and/or (ii) the disinterested directors constitute less than a majority of the Board, and provided further that if any Player Directors do not vote on such change, such majority shall include at least 75 percent of the Player Directors voting thereon. The voting members of PGA TOUR shall have the power to reverse or repeal any such amendment pertaining to tournament matters by the affirmative vote of two-thirds of all the voting members.



## **X. COSTS & EXPENSES OF LITIGATION**

If any member of PGA TOUR shall institute any legal action or other proceeding against PGA TOUR and such member does not obtain the relief requested in such action, such member shall reimburse PGA TOUR for all costs and expenses incurred by PGA TOUR in connection with such action, including without limitation, reasonable attorneys' fees, whether incurred in preparation of trial, at trial, on appeal or in bankruptcy proceedings.

If such member does obtain the relief requested in such action, PGA TOUR shall reimburse such member for all costs and expenses incurred by such member in connection with such action, including without limitation, reasonable attorneys' fees, whether incurred in preparation of trial, at trial, on appeal or in bankruptcy proceedings.

In the event any such action or proceeding is settled or resolved other than by a final determination of a court or other tribunal, such member shall not be entitled to recover costs, expenses or attorneys' fees against PGA TOUR unless PGA TOUR expressly agrees otherwise as part of such settlement or resolution.

# PGA TOUR POLICY BOARD MEMBERS

**Player Directors**

Jordan Spieth (2019-2021)  
James Hahn (2020-2022)  
Kevin Kisner (2020-2022)  
Charley Hoffman (2021-2023)  
Rory McIlroy (2022-2024)

**Independent Directors**

Edward Herlihy, Chair  
Mark Flaherty  
Victor Ganzi  
Mary Meeker  
Randall Stephenson

**PGA Director**

Jim Richerson, President, PGA of America

# FREQUENTLY USED TELEPHONE NUMBERS

PGA TOUR Headquarters .....	904/285-3700
Player Commitment Line.....	800/742-2244
PGA TOUR Travel.....	800/535-6058
Tournament Players Clubs (Account Information) .....	904/273-3281
Tournament Players Clubs (Tee Times).....	888/877-9201
PGA of America.....	561/624-8400
USGA .....	908/234-2300
LPGA.....	386/274-6200

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Signature of Clerk or Deputy Clerk

Civil Action No. 3-22-cv-04486

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PHIL MICKELSON, TALOR GOOCH, HUDSON SWAFFORD, MATT JONES, BRYSON DECHAMBEAU, ABRAHAM ANCER, CARLOS ORTIZ, IAN POULTER, PAT PEREZ, JASON KOKRAK and PETER UIHLEIN

(b) County of Residence of First Listed Plaintiff San Diego County  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

RACHEL S. BRASS  
GIBSON, DUNN & CRUTCHER LLP  
555 Mission Street, Suite 3000 San Francisco, CA 94105-0921  
(See Attachment A for additional counsel)

DEFENDANTS

PGA TOUR, INC.

County of Residence of First Listed Defendant Leon County  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

☒ 3 Federal Question  
(U.S. Government Not a Party)

2 U.S. Government Defendant

☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	LABOR	PROPERTY RIGHTS	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	<input checked="" type="checkbox"/> 410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	751 Family and Medical Leave Act	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	790 Other Labor Litigation	880 Defend Trade Secrets Act of 2016	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	SOCIAL SECURITY	480 Consumer Credit
190 Other Contract	360 Other Personal Injury	IMMIGRATION	861 HIA (1395ff)	485 Telephone Consumer Protection Act
195 Contract Product Liability	362 Personal Injury -Medical Malpractice	462 Naturalization Application	862 Black Lung (923)	490 Cable/Sat TV
196 Franchise	CIVIL RIGHTS	465 Other Immigration Actions	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
REAL PROPERTY	PRISONER PETITIONS		864 SSID Title XVI	890 Other Statutory Actions
210 Land Condemnation	HABEAS CORPUS		865 RSI (405(g))	891 Agricultural Acts
220 Foreclosure	440 Other Civil Rights		FEDERAL TAX SUITS	893 Environmental Matters
230 Rent Lease & Ejectment	441 Voting		870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
240 Torts to Land	442 Employment		871 IRS—Third Party 26 USC § 7609	896 Arbitration
245 Tort Product Liability	443 Housing/ Accommodations			899 Administrative Procedure Act/Review or Appeal of Agency Decision
290 All Other Real Property	445 Amer. w/Disabilities—Employment			950 Constitutionality of State Statutes
	446 Amer. w/Disabilities—Other			
	448 Education			
	OTHER			
	540 Mandamus & Other			
	550 Civil Rights			
	555 Prison Condition			
	560 Civil Detainee—Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation—Transfer

☐ 8 Multidistrict Litigation—Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. §§ 1, 2 (Sherman Antitrust Act)

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 08/03/2022

SIGNATURE OF ATTORNEY OF RECORD /s/ Rachel S. Brass

PHIL MICKELSON, et al. vs. PGA TOUR, INC.

ATTACHMENT A  
I.(c) Plaintiffs Attorneys

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**PHIL MICKELSON, et al. vs. PGA TOUR, INC.**

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## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
  - II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
    - (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
    - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
    - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
    - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
  - III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
  - IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
  - V. Origin.** Place an “X” in one of the six boxes.
    - (1) Original Proceedings. Cases originating in the United States district courts.
    - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
    - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
    - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
    - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
    - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
    - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
  - VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
  - VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
  - VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
  - IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.