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# THE PGA EUROPEAN TOUR INTEGRITY PROGRAMME

## POLICY DOCUMENT

## **Content**

<u>Application and Scope of Policy.....</u>	<u>2-3</u>
<u>Education.....</u>	<u>3</u>
<u>Regulations.....</u>	<u>3-6</u>
<u>Procedures.....</u>	<u>6-7</u>
<u>Disciplinary Procedures, Sanctions and Appeal Process.....</u>	<u>7-16</u>
<u>Exclusion.....</u>	<u>16-18</u>
<u>Additional Matters.....</u>	<u>18</u>
<u>Confidentiality.....</u>	<u>18</u>
<u>Service.....</u>	<u>19</u>
<u>Definitions and Interpretations.....</u>	<u>19-21</u>

## SECTION 1. Policy

### 1. Application and Scope of Policy

- a) All Covered Persons shall be bound by and comply with all of the provisions set out in the PGAETIP and honour the declaration for “Integrity in Golf”:

***“All Members, Players, Related Personnel and Employees of the PGAET must act with honesty and sportsmanship at all times so that we represent the honour and dignity of fair play and preserve the recognised high standards associated with Integrity in Golf”.***

- b) The PGAET has appointed a person who will be primarily responsible for integrity related issues at the PGAET. That person will be referred to as the Head of Integrity. In relation to any alleged breach of the Policy, the Head of Integrity shall be responsible for ensuring that an investigation is conducted and, where applicable, the Disciplinary Procedure is followed and implemented.

#### 1.1 Application of Policy

- a) This Policy is made by the PGAET and is binding on all Covered Persons, who shall be deemed to accept all the terms set out herein as follows:
- (i) in the case of Members, acceptance of the terms of the Policy is incorporated into the relevant Tour Members General Regulations Handbook;
  - (ii) in the case of Players, acceptance of the terms of the Policy is incorporated into the terms and conditions for participation in a PGAET Sanctioned Tournament;
  - (iii) in the case of Related Personnel, acceptance of the terms of the Policy is incorporated into the terms and conditions of their accreditation or permission to access a golf course at a PGAET Sanctioned Tournament;
  - (iv) in the case of Employees of the PGAET, acceptance of the terms of the Policy is incorporated into contract of employment or services;
  - (v) in the case of any other Covered Person, acceptance of the terms of the Policy is on agreement between the Covered Person and PGAET whether incorporated into the terms and conditions of their accreditation or permission to access a golf course at a PGAET Sanctioned Tournament or otherwise.
- b) It is the responsibility of each Covered Person to acquaint himself or herself with all of the provisions of the PGAETIP (including the Regulations and procedures set out below).
- c) Additionally, each Player will have a duty to inform his Related Personnel about all the relevant provisions of the PGAETIP and instruct each of them to comply with all such relevant provisions including the Regulations.
- d) Any Covered Person who is alleged to have breached the Regulations shall be subject to the procedures and possible sanctions set out in this Policy and those persons should also be aware that conduct prohibited under this Policy may also constitute a criminal offence and/or breach of other applicable laws and regulations.

- e) This Policy may be amended from time to time by the PGAET.
- f) The PGAET may, in its sole discretion, delegate any or all of its powers under this Policy, including but not limited to the power to apply, monitor and enforce this Policy.
- g) This Policy came into effect on 23 November 2015. This Policy was updated on 10 October 2022.
- h) The PGAET may issue an Exclusion Order against any person, whether or not they are subject to this Policy, where it is in the interests of the sport to do so. The Exclusion Order may be indefinite, or for such period as the PGAET may specify.

## 1.2 Scope of Policy

### a) Golf Tournaments

This Policy is binding on all Covered Persons in relation to any professional or elite amateur golf Event that is staged anywhere in the world. Notwithstanding the above, for a Player who is not a Member and his Related Personnel, the requirements in this Policy shall only be binding with regards to their participation in any PGAET Sanctioned Tournament unless they agree otherwise.

### b) Reciprocation of sanction

If a Covered Person is alleged to have committed a breach of a Recognised Integrity Policy then the PGAET may, entirely at its own discretion, accept and reciprocate any decision made or sanction imposed by the relevant tournament authority unless the relevant tournament authority requests that it should not be reciprocal. A Covered Person may apply to the PGAET for a sanction not to be reciprocated but may only do so if they have exhausted all appeal procedures available to them under the Recognised Integrity Policy.

## 2. Education

- a) Each Member will be required to complete the Education Course which will involve an informational presentation and assessment. This is a mandatory assessment and each Member must complete and pass it as a requirement of his membership conditions as set out in the annual membership form.
- b) Each Member must personally complete the Education Course. Any Member found to have had another party complete it for him will be required to personally complete the Education Course and may be liable to sanction under the Policy or PGAET's Code of Behaviour and Disciplinary Procedure.
- c) The Education Course only has to be completed once by each Member, unless otherwise determined by the PGAET.
- d) The PGAET may require other categories of Covered Persons to complete the Education Course as a requirement of their accreditation. Failure to comply with the requirement within timeframes specified by the PGAET may result in accreditation being withheld or withdrawn.
- e) Notwithstanding Section 2(c) and (d) above, all Covered Persons shall regularly review the Policy and read any notifications they receive from the PGAET regarding any amendments to the Policy.

### 3. Regulations

#### a) Corruption Offences

- (i) No Covered Person shall either directly or indirectly Bet or instruct any other person to Bet on the result, progress, conduct or any other aspect of any professional or elite amateur golf Event anywhere in the world.
- (ii) No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet on the outcome or any other aspect of any professional or elite amateur golf Event anywhere in the world, save in instances where such activity is in the course of professional duties and approval has been granted by the PGAET. For the avoidance of doubt, to solicit or facilitate to Bet shall include displaying live golf betting odds on the website or social media platform of a Covered Person.
- (iii) A Covered Person must ensure that any account with a Betting Operator in their name is not used by any other person. All Bets placed using an account with a Betting Operator shall be presumed to be for the benefit of the named account holder.
- (iv) No Member or Player shall have any financial interest, either direct or indirect, in the performance or winnings of any Other Player whether through purse-splitting, prize money “insurance”, financial assistance, Bets or otherwise.
- (v) No Covered Person shall directly or indirectly provide, offer, give, request or receive any money, benefit or consideration in circumstances that the Covered Person might reasonably have expected could bring them, the PGAET or the sport of golf into disrepute.
- (vi) A Member or Player shall not fail to give his best efforts, and a Covered Person shall not either directly or indirectly induce or encourage any Other Player to fail to give his best efforts, in any professional or elite amateur golf Event anywhere in the world.
- (vii) No Covered Person shall directly or indirectly use or provide to any other person any information relating to any aspect of any professional or elite amateur golf Event anywhere in the world, which they have by virtue of their position within the game and which is not publicly available and which information could reasonably be anticipated to be used for, or in relation to, Betting.
- (viii) No Covered Person shall directly or indirectly contrive or attempt to contrive any aspect of any professional or elite amateur golf Event anywhere in the world.
- (ix) No Covered Person shall make any misrepresentation to seek or obtain on behalf of another person any accreditation that allows access to areas such person would not otherwise be permitted access.
- (x) No person shall avoid or fail to obtain the correct level of accreditation prior to entering a PGAET Sanctioned Tournament.
- (xi) Each Member and Player shall be jointly responsible for any actions of his Related Personnel if they (i) had knowledge of the conduct and failed to report such knowledge or (ii) assisted the commission of the conduct or (iii) had a duty to inform his Related Personnel of a requirement under these Regulations and failed to do so. In such

circumstances any proven breach of these Regulations by such “Related Personnel” shall be considered as a breach by the Member or Player himself.

b) Conduct Offences

- (i) A Covered Person must not conduct themselves in a manner that obstructs the proper administration or control of golf under the PGAETIP. A Covered Person must not:
  - (a) provide inaccurate information;
  - (b) omit relevant information which is requested by the PGAET or Investigation Unit;
  - (c) fail to comply with a requirement imposed on them by the PGAET or Investigation Unit;
  - (d) mislead or attempt to mislead the PGAET or Investigation Unit; or
  - (e) assist, encourage or cause another person to act in contravention of this Policy.
- (ii) A Covered Person shall co-operate with an Approved Person in the exercise of enquiries or investigation under the PGAETIP, including:
  - (a) providing full access to copies of any documents, information, records or other material requested;
  - (b) agree, attend and engage with interview when requested;
  - (c) allowing access to or allow to download data from computers, telephones and/or other communication devices or applications;
  - (d) providing passwords, login credentials and other information required to access computers, telephones and/or other communication devices or applications or to otherwise facilitate access to bank and building society accounts and similar.

The Covered Person will be permitted 28 days to co-operate with a request on receipt of a Demand. A Demand under paragraphs (c) and (d) will be subject to authorisation by the Chair of the Audit and Risk Committee of the PGAET.
- (iii) An Approved Person may conduct a search of a Covered Person and inspect any property (to include golf equipment) of a Covered Person whilst attending a PGAET Sanctioned Tournament.
- (iv) A Covered Person must not, without prior written permission of the PGAET, associate with a person who is subject to an Exclusion Order under this Policy in connection with professional or elite amateur golf anywhere in the world.
- (v) If a Covered Person knowingly assists or is a party to ‘covering up’ conduct which is prohibited by these Regulations, that Covered Person will be treated as having engaged in such conduct personally.
- (vi) No person may subject any other person to any detriment on the ground or belief that the person has reported a concern to the PGAET or assisted in any manner in relation to investigations or proceedings relevant to this Policy.

c) Reporting Obligations

- (i) A Covered Person shall inform the Head of Integrity and/or the PGAET immediately, on a confidential basis, of any incident or activity, including approaches from any person or third party, which may or will contravene or may or will lead to the contravention of the PGAETIP.
  - (ii) In the event that any Covered Person is approached by any person who offers or provides any type of money, benefit or consideration to that Covered Person to (i) influence the outcome or any other aspect of any professional or elite amateur golf Event anywhere in the world, or (ii) provide information as described in Section 3(a)(vii) above, it shall be the Covered Person's obligation to report such incident to the Head of Integrity and/or the PGAET as soon as possible.
- d) For a breach of these Regulations to be committed, it is sufficient that an offer or enticement was made, regardless of whether any money, benefit or consideration was actually paid or received.
- e) Any alleged breach of these Regulations shall:
- (i) for a Covered Person initially be subject to the investigations procedure set out in Section 4(b) below and may be subject to a Disciplinary Procedure.
  - (ii) for a person not covered by the PGAETIP an Exclusion Order may be issued against any person according to the procedure set out in Section 6 when it is in the interests of the integrity of the sport to do so.

**4. Procedures**

a) Whistleblowing and reporting

- (i) If a Covered Person or any other person wishes to report a concern about suspected wrongdoing that may be a breach of the PGAETIP, they should contact the Head of Integrity. The Head of Integrity will ensure that the report is handled on a confidential basis and take the necessary steps to procure that an investigation into the incident and the alleged breach of the Regulations takes place in accordance with Section 4(b) below.
- (ii) Reports to the Head of Integrity may be made by email to [integrity.confidential@europeantourgroupp.com](mailto:integrity.confidential@europeantourgroupp.com), by phone to +44 7879 437207, or in person whether at Wentworth Head Office or elsewhere.
- (iii) The PGAET will make every effort not to reveal a whistleblower's identity unless the whistleblower agrees to disclosure. As enquiries or investigation develop, the PGAET may not be able to resolve a report without revealing the whistleblower's identity. The PGAET will consult with the whistleblower prior to any disclosure being made regarding their identity. In any event, every effort will be made not to disclose the whistleblower's identity to any person other than a person subject to the enquiry/investigation. The whistleblower will be kept informed of developments relevant to their report by a single point of contact.
- (iv) Reports and personal data will be stored using secure intelligence software with restricted access. Personal data is handled according to the PGAET's data protection policy.

- (v) A whistleblower who makes a report in the reasonable belief that it is in the interests of the sport to do so will not face repercussion if the allegation transpires to be unsubstantiated. However, disciplinary action may be taken against a whistleblower who makes a report frivolously, carelessly, maliciously or for personal gain.
- (vi) The PGAET recognises that whistleblowing can be an extremely difficult experience. Free and independent advice and support is available through charities such as [Protect](#), who are independent from the PGAET and have a confidential helpline. The PGAET is not privy to, or responsible for, any advice provided by Protect or other charities.

b) Investigations

- (i) The PGAET will consider, assess and triage all reports made to it by any person. All information will be stored securely on an in-house intelligence system with personal data handled in accordance with the PGAET's privacy policy. The Head of Integrity will determine the appropriate way to proceed, which may include preliminary enquiries, referral for investigation, referral to an authority or noted with no further action.
- (ii) If referred for investigation then the PGAET may investigate in-house or appoint an appropriately retained third party Investigation Unit. A person subject to investigation will receive formal notice of the investigation, together with the PGAET's Investigation Charter that provides information and guidance regarding the process. The notice will include details of who will be conducting the investigation.
- (iii) The investigation must be conducted in a transparent, discreet and fair manner.
- (iv) A report will be completed at the conclusion of the investigation. The PGAET will determine whether any Regulation has been breached and, if so, the relevant person(s) will be subject to the Disciplinary Procedures set out in Section 5. The subject of the investigation must be informed at the earliest opportunity of the outcome of the investigation.

## 5. Disciplinary Procedures, Sanctions and Appeal Process

- a) Following the investigation process and gathering of evidence, if the Head of Integrity believes that there is sufficient evidence to warrant the relevant Covered Person(s) being subject to a Disciplinary Procedure then the Head of Integrity shall determine whether the alleged breach of the Regulations should be considered to be a Minor Breach or a Serious Breach of the Regulations. This will be based on the relevant facts, evidence and findings reported from the investigation and any recommendations made during investigation.

An example of a Minor Breach would be a breach of regulation that will attract a financial penalty only, such as:

A Covered Person placing an insignificant and positive Bet on a Player's or Member's result in a professional or elite amateur golf Event.

However in general terms, very few breaches of the Regulations will be considered to be a Minor Breach due to the potential for such breaches to lead to corruption in the game. Accordingly it is likely that the majority of breaches of the Regulations will be considered to be a Serious Breach.

Where the same Minor Breach or a similar Minor Breach is repeated by a Covered Person or



where the Head of Integrity considers that a Covered Person may be persistently committing Minor Breaches, the Head of Integrity may determine that an alleged breach, which might otherwise be considered to be a Minor Breach, shall be considered to be an alleged Serious Breach by the relevant Covered Person. In such circumstances the Covered Person shall be subject to the provisions of this Disciplinary Procedure relating to a Serious Breach of the Regulations.

In the event that any evidence (such as testimony from officials, players or other persons) is discovered by, or brought to the attention of, the Head of Integrity subsequent to the initial investigation and/or the decision as to whether an alleged breach is to be considered as a Minor Breach or a Serious Breach for the purposes of this Disciplinary Procedure, then the Head of Integrity shall be entitled to re-categorise the breach as he considers appropriate taking into account such evidence and, if appropriate, the Minor Breach procedure or Serious Breach procedure (as is then applicable) shall be applied.

## **b) Minor Breach procedure**

### **(i) Decision of the Head of Integrity**

Having considered the evidence and findings reported from the investigation and the recommendations made by the investigator or Investigation Unit the Head of Integrity shall determine whether on the balance of probabilities a Minor Breach of the Regulations has occurred. If the Head of Integrity determines that a Minor Breach of the Regulations has occurred then a sanction may be imposed according to the following and subject to any published penalty guidelines:

- (I) If the relevant Covered Person is a Player, a Member or Related Personnel – a warning as to the Player's, Member's or Related Personnel's future conduct or a fine of not less than three hundred pounds (£300) and not greater than twelve thousand pounds (£12,000).
- (II) If the relevant Covered Person is an Employee of PGAET – the evidence and findings reported from the investigation and the recommendations made by the Investigation Unit shall be forwarded to the CEO of the PGAET and HR Director by the Head of Integrity and the Employee of the PGAET shall be subject to the PGA European Tour Disciplinary, Dismissal and Grievance Procedures and shall be subject to such sanctions as the PGAET shall determine in accordance with such procedure.

Subsequent Minor Breaches of the Regulations by a Member, Player or Related Personnel will result in a fine being imposed on that Member, Player or Related Personnel which is twice the amount of the fine for the previous Minor Breach of the Regulations, unless the Head of Integrity decides otherwise. Where a fine of twice the amount of the previous fine is imposed on the Member, Player or Related Personnel, due to the Member, Player or Related Personnel committing a subsequent Minor Breach of the Regulations, the maximum level of fine set out in paragraph b(i)(I) above shall not apply.

### **(ii) Appeals against decisions of the Head of Integrity**

A Covered Person may appeal a decision of the Head of Integrity to the Disciplinary Panel sitting as an appellant body by giving written notice to the PGAET within seven (7) days after receiving notice of the sanction. The procedure for any such appeal will be governed

by the provisions of paragraph (b)(iii) below. The matter will be de novo.

**(iii) Procedure at Disciplinary Panel Hearing (sitting as appellant body)**

An appeal hearing before the Disciplinary Panel sitting as an appellant body is an informal inquiry. There are no fixed rules of procedure and professional representation of the Covered Person concerned is not permitted. The purpose of the hearing before the Disciplinary Panel acting as an appellant body is to dispose of the matter as speedily and as informally as possible consistent with a fair hearing and the rules of natural justice. A decision of the Disciplinary Panel sitting as an appellant body shall be final and binding.

The hearing will take place before an independent and impartial three (3) person panel in accordance with the composition requirements stated at paragraph 5(c)(iii), below, save that the Chairperson of the Panel may act alone if determining matters without a hearing.

The Covered Person has the right to appear in person before the Disciplinary Panel sitting as an appellant body and put forward their own explanation of the events surrounding the alleged breach of the Regulations. The Covered Person will be entitled to present their own case in an appropriate manner. The members of the Disciplinary Panel sitting as an appellant body may question the Covered Person as to their explanation of the events surrounding the alleged breach of the Regulations. Alternatively, the Covered Person shall be entitled to provide written submissions setting out the Covered Person's version of the relevant incident and any mitigating circumstances which the Covered Person would like the Disciplinary Panel sitting as an appellant body to take into consideration.

Witnesses will not normally be called but if the Covered Person feels that they cannot do justice to their case unless a particular witness or witnesses are present at the hearing then they must apply by written notice to the PGAET for permission to have such witnesses attend the hearing (and explain why justice cannot be done without the witness(es) attendance) not later than fourteen (14) days prior to the date of the hearing. If the PGAET agrees to such request the Covered Person shall be responsible for procuring the attendance of such witness or witnesses to give evidence before Disciplinary Panel sitting as an appellant body in the presence of the Covered Person at the hearing.

At the hearing the Covered Person will be given the opportunity to question any of the witnesses present. The witnesses shall also be subject to questioning by the PGAET and the Disciplinary Panel sitting as an appellant body.

The Disciplinary Panel sitting as an appellant body shall decide the outcome of the appeal hearing by majority decision and on the balance of probabilities.

The Disciplinary Panel sitting as an appellant body may give its decision at the conclusion of the hearing or at such time following the hearing as it may consider appropriate. In either case the decision will be confirmed in writing as soon as reasonably practicable.

The Director of Tour Operations (or such other person as may be nominated by the Chief Executive of the PGAET) will attend the hearing in an administrative capacity to advise the Disciplinary Panel sitting as an appellant body on procedure and other matters but will not take part in the decision making.

Any costs incurred by the Covered Person in relation to preparing for and attending a

hearing before the Disciplinary Panel sitting as an appellant body, as well as any costs arising in connection with the attendance of any witnesses requested by the Covered Person, will be borne by the Covered Person or otherwise subject to paragraph 5(f), below.

**c) Serious Breach**

(i) If at the conclusion of the investigation into an alleged breach of the Regulations by a Covered Person the Head of Integrity decides on the balance of probabilities that a Serious Breach of the Regulations may have occurred then a disciplinary hearing shall take place before an independent disciplinary panel which shall be formed in accordance with paragraph c(iii) below.

(ii) **Provisional Suspension** – The Head of Integrity may make an application to the Board of the PGAET that a Member or Player be suspended from participation in PGAET Sanctioned Tournaments or the accreditation of a Related Personnel or Employee of the PGAET be suspended and their ability to participate or be involved in PGAET Sanctioned Tournaments be denied pending the outcome of investigation and/or disciplinary or appeal process. The Board of the PGAET by simple majority will determine whether such application by the Head of Integrity is granted.

(iii) **Composition of the Disciplinary Panel** – The Disciplinary Panel shall be an independent and impartial three (3) person panel made up of the following:

- i. an independent, legally qualified person (of at least 6 years post-qualification experience, appointed by the PGAET from a pool of lawyers with the requisite experience, such pool to be appointed annually by the PGAET and which shall consist of up to two (2) eligible persons);
- ii. an ex-member of the DP World Tour or current player on the Legends Tour (appointed by the Covered Person subject to the disciplinary proceedings from a pool of such ex-members/players to be appointed annually by the PGAET and which will consist of up to five (5) eligible persons); and
- iii. an experienced sports administrator (appointed by the PGAET from a pool of sports administrators with the requisite experience, such pool to be appointed annually by the PGAET and which will consist of up to five (5) eligible persons).

The legally qualified person selected by the PGAET shall be the chairperson of the Disciplinary Panel. Where the chairperson of the Disciplinary Panel considers it necessary, the Disciplinary Panel shall be entitled to appoint external experts or lawyers to advise the Disciplinary Panel, subject to the prior written approval of the PGAET as to the cost of obtaining such external advice.

No person who was involved in the events relating to, or the investigation of, the alleged breach or who has a clear vested interest in the outcome of the disciplinary hearing, or who has made strong statements either way on a directly relevant matter, should sit on the Disciplinary Panel. Each person who is approached to sit on the Disciplinary Panel shall be required to make a declaration of any vested interest or involvement in the alleged breach or the investigation of the alleged breach prior to sitting on the Disciplinary Panel. Both the PGAET and Covered Person may submit

objections based on conflict of interest of a Disciplinary Panel member to the Disciplinary Panel for determination.

- (iv) **Commencement of Proceedings** – The Head of Integrity shall prepare documentation and evidence that the PGAET will rely upon to support the charge that the Covered Person has breached the Regulations and shall send the following (“**the Notice**”) to the relevant Covered Person and the Disciplinary Panel no later than twenty one (21) days prior to the disciplinary hearing:
- i. Notification of the Covered Person’s entitlement to have the matter determined by the Disciplinary Panel at a disciplinary hearing together with the date, time and location of the disciplinary hearing;
  - ii. Details of the alleged breach of the Regulations by the Covered Person and the Regulation(s) which it is alleged have been breached;
  - iii. Details of the possible sanctions that may be imposed as a consequence of the alleged breach of Regulations; and
  - iv. Copies of the documentation and evidence that the PGAET will rely upon to support the charge that the Covered Person has breached the Regulations (including, but not limited to, written statements and relevant video footage where applicable).
- (v) **Procedure at a hearing before the Disciplinary Panel** – The Covered Person may be represented and/or assisted at the disciplinary hearing by one person of their choosing (who may be a lawyer, agent, manager, or another such person).

At the disciplinary hearing, if the charge is not admitted, the Head of Integrity (or a lawyer appointed by the PGAET) will present details of the alleged breach of the Policy and the evidence in support of the charge, and make submissions as to whether the charge should be upheld. The Covered Person (or representative) will then present any other evidence and make submissions as to whether the charge should be upheld. The Disciplinary Panel will adjourn to consider whether the charge should be upheld, and reconvene the hearing to orally deliver its decision on whether the charge should be upheld to the parties.

Then (or if the charge is admitted), the Head of Integrity (or a lawyer appointed by the PGAET) will present any relevant evidence and make submissions on the appropriate sanction. The Covered Person (or their representative) will then present any relevant evidence and make submissions on the appropriate sanction (including any mitigating circumstances that the Covered Person would like the Disciplinary Panel to take into consideration).

All relevant evidence (including, without limitation, video footage) will be admissible (i.e. the Disciplinary Panel will not be bound to apply formal rules of evidence and will not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law, but the Disciplinary Panel will be entitled to determine how much weight to attribute to any evidence before it).

The PGAET will be entitled to call witnesses to give evidence at the hearing in support of the charge. The Covered Person will be entitled to call a reasonable number of witnesses to attend the hearing provided that he provides written notice to the

Disciplinary Panel and the PGAET to that effect (subject to the Disciplinary Panel's power to vary the deadline, if appropriate) not later than fourteen (14) days prior to the date of the disciplinary hearing. The Covered Person will be responsible for procuring the attendance of such witnesses to give evidence before the Disciplinary Panel, in the presence of the Covered Person, at the disciplinary hearing. At the disciplinary hearing each party will be entitled to put questions to any of the witnesses, who may also be subject to questioning by the members of the Disciplinary Panel.

The burden of proof will be on the PGAET to establish on the balance of probabilities that the Covered Person committed the charged breach of the Policy. If the Covered Person seeks to establish any fact or circumstances, they must do so on the balance of probabilities.

The Disciplinary Panel may after hearing all the evidence either give its decision at the conclusion of the hearing or at such time following the hearing as it considers appropriate. In either case its decision shall be conveyed to the PGAET and the Covered Person in writing and with written reasons as soon as reasonably practicable following the conclusion of the hearing. The Disciplinary Panel may determine the charge (and if the charge is upheld, the appropriate sanction) by majority decision. Unless appealed in accordance with paragraph 5(e), below, the decision of the Disciplinary Panel shall be final and binding on the PGAET and the Covered Person concerned.

The Disciplinary Panel has the power to regulate its own procedure, including (without limitation) the power: to extend or vary any time limit or in exceptional circumstances modify any procedural rule set out in this Policy; to make appropriate directions (in advance of the hearing and/or at the start of or during the hearing) with respect to the conduct of proceedings before it; to expedite, adjourn or postpone proceedings as it sees fit; to consolidate a matter with any other matter (and/or order concurrent hearings) where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents; to order a Covered Person or accredited person to appear at the hearing as a witness; and to proceed in the absence of a party at a hearing before the Panel or Appeal Panel, provided that the Panel or Appeal Panel is satisfied that the party received notice of hearing or attendance.

#### **d) Sanctions and Conditions of Reinstatement**

- (i) If following a disciplinary hearing, the Disciplinary Panel decides that a breach of the Regulations has been established it shall impose such sanction as it may consider appropriate having regard to the circumstances and any available penalty guidance.

Such sanctions for a Member or Player may range from a requirement that he complete a course of education related to responsible betting, warning, reprimand, censure, a fine, suspension of Membership, suspension from participation in one or more PGAET Sanctioned Tournaments or for a given period of time, disqualification, expulsion from the PGAET, exclusion from access to or any other involvement in the sport of golf, and/or otherwise as the Disciplinary Panel shall determine.

Such sanctions for Related Personnel may include a reprimand, censure, a fine, suspension or removal of the Related Personnel's accreditation which permits the

holder to access restricted areas at PGAET Sanctioned Tournaments, denial of access to attend PGAET Sanctioned Tournaments, exclusion from access to or involvement in the sport of golf, and/or otherwise as the Disciplinary Panel shall determine.

In the case of Employees of PGAET the findings of the Disciplinary Panel shall be forwarded to the CEO and HR Director of the PGAET by the Head of Integrity and the Employee of the PGAET shall be subject to the PGA European Tour Disciplinary, Dismissal and Grievance Procedures and such sanctions as the PGAET shall determine in accordance with such procedure.

- (ii) If following the completion of a Disciplinary Procedure a Member has had his Membership suspended or revoked then in order for that Member to be reinstated as a Member or participate in any PGAET Sanctioned Tournament he must have (in addition to the usual performance related requirements):
  - i. completed the full period of sanction imposed on him by the Disciplinary Panel or the Appeal Panel;
  - ii. paid all fines and costs imposed on him by the Disciplinary Panel or the Appeal Panel; and
  - iii. retaken and successfully completed the Education Course.

**e) Appeals against decisions of the Disciplinary Panel**

- (i) Each of the PGAET and the Covered Person may appeal the final substantive decision of the Disciplinary Panel (i.e. not any procedural decision) or any aspect of it by giving written notice of that appeal to the other party within twenty eight (28) days of receipt of the written reasoned decision.
- (ii) The appeal will be heard by an 'Appeal Panel' constituted from the same Panel as the Disciplinary Panel as set out in and otherwise in accordance with paragraph c(iii), above. For the avoidance of doubt, no person who sat on the Disciplinary Panel in relation to the initial disciplinary hearing will sit on the Appeal Panel.
- (iii) The notice of appeal submitted by the PGAET or the Covered Person must state the grounds of appeal which shall be based on one of the following:
  - i. the decision of the Disciplinary Panel was based on an inaccurate representation of the facts or was a decision that could not reasonably have been reached by the Disciplinary Panel when faced with the evidence before it; and/or
  - ii. there was an injustice because of a serious procedural or other irregularity in the proceedings before the Disciplinary Panel; and/or
  - iii. significant and relevant new evidence has come to light that was not available, and could not have become available on the making of reasonable enquiries, before the conclusion of the investigative process; and/or
  - iv. the sanction imposed by the Disciplinary Panel was grossly



disproportionate to the seriousness of the breach committed; and/or

- v. the Disciplinary Panel misconstrued, failed to apply or wrongly applied the relevant Regulation(s).

The appeal will be limited to the five grounds set out above and will not take the form of a de novo hearing (i.e. the Appeal Panel will not hear the matter as if it were a Disciplinary Panel re-hearing the case at first instance) unless:

- i. the appellant demonstrates a compelling reason why the appeal ought to be heard de novo; or
- ii. the parties agree that the appeal ought to be heard de novo.

In exceptional circumstances the PGAET may, in its sole discretion, before an appeal has been finally determined by an Appeal Panel, request that Sport Resolutions (UK) appoint an Appeal Panel (from the panel members referred to at paragraph 5(c)(iii), above, or other impartial persons, as appropriate) and/or administer the appeal otherwise in accordance with the provisions of these procedures.

If the appeal is heard de novo, the same process as before the Disciplinary Panel will be followed (i.e. in accordance with the procedure set out in paragraphs 5(c)(v) above).

If the appeal is not heard de novo, the same process as before the Disciplinary Panel will be followed, save for any changes required by the context or set out in this section, save that:

- i. At the disciplinary hearing, the appellant (or lawyer/representative on behalf of the appellant) will make submissions as to why the appeal should be upheld and present the evidence in support of the appeal. The respondent (or lawyer/representative on behalf of the respondent) will then make submissions as to whether the appeal should be upheld and present any evidence in support of that position.
- ii. The Appeal Panel will not admit new evidence unless such evidence is (a) significant and relevant and (b) it was not available, and could not have become available on the making of reasonable enquiries, before the conclusion of the Disciplinary Panel hearing.
- iii. The burden of proof will be on the appellant to establish on the balance of probabilities that the appeal should be upheld on one of the five listed grounds. If the respondent seeks to establish any fact or circumstances, they/it must do so on the balance of probabilities.

If an appeal is validly made, all fines, compensation or costs orders made by the Disciplinary Panel will be stayed pending determination of the appeal (and if the Appeal Panel does not in its decision set aside or vary such fine, compensation or costs order, the fine, compensation or costs will be payable within 30 days after the date of the Appeal Panel's decision); and all other sanctions imposed by the Disciplinary Panel, including suspensions, will remain in full force and effect pending determination of the appeal (for the avoidance of doubt, if the sanction imposed by the Disciplinary Panel included a suspension that has been served in full prior to the

time that the appeal is heard, the Covered Person will be eligible to return immediately after the expiry of the suspension).

The Appeal Panel may after hearing all the evidence either give its decision at the conclusion of the hearing or subsequently as it shall consider appropriate. In either case its decision shall be conveyed to the PGAET and the Covered Person in writing and with written reasons as soon as reasonably practicable following the conclusion of the hearing.

In arriving at its decision the Appeal Panel may either uphold the decision of the Disciplinary Panel and disallow the appeal, or it may allow the appeal in whole or in part, or it may remit the matter for rehearing. The Appeal Panel may in its absolute discretion reduce, increase or otherwise vary any sanction imposed by the Disciplinary Panel. The Appeal Panel may determine the appeal by majority decision. A decision of the Appeal Panel will be final and binding on the PGAET and the Covered Person concerned.

**f) Costs**

Any costs incurred by the Covered Person in relation to the preparation for an attending a hearing before a Disciplinary Panel or an Appeal Panel, as well as any costs arising in connection with the attendance of any witnesses requested by the Covered Person at any such hearing, will be borne by the Covered Person unless otherwise agreed in writing in advance by the PGAET. Notwithstanding the foregoing or that it will not ordinarily be the case that the Disciplinary Panel or Appeal Panel makes a costs award, the Disciplinary Panel and/or the Appeal Panel may in its absolute discretion award costs to a successful Covered Person out of the PGAET's funds (although the Disciplinary Panel or Appeal Panel should take into account the PGAET's regulatory responsibility to bring cases in the best interests of the sport) or award costs to the PGAET to be paid by the unsuccessful Covered Person in such amount and on such terms as it considered appropriate. A costs award may be considered appropriate in instances where:

- i. the unsuccessful party to an appeal has acted unreasonably in connection with the appeal;
- ii. an appeal was frivolous; and/or
- iii. it is reasonable in the circumstances to do so.

**g) Enforcement of Payment**

Any fines and/or costs imposed on a Covered Person by the Head of Integrity, Disciplinary Panel sitting as an appellant body, the Disciplinary Panel or the Appeal Panel shall be payable within the time stipulated (except that in the case of an appeal, the payment of any such fines and/or costs shall be suspended pending the hearing of that appeal) and in default of such payment on its due date the Member or Player shall be liable to immediate suspension or expulsion from the PGAET and/or suspended from participating in one or more PGAET Sanctioned Tournaments for a given period of time and the Related Person shall be liable to have his or her accreditation which permits the holder to access restricted areas at PGAET Sanctioned Tournaments suspended or removed.

**h) Variation**



The PGAET may amend the Disciplinary Procedure from time to time in its absolute discretion and any such amendments shall come into force on the date determined by the PGAET and notified to the Members and other Covered Persons in writing.

**i) Waiver of Minor Procedural Irregularities**

In the event that there is a breach of procedure by the PGAET, the Head of Integrity, the Disciplinary Panel or the Appeal Panel during the course of any disciplinary proceedings carried out pursuant to the Disciplinary Procedure, this shall not invalidate the proceedings (or any part of them) unless any such breach is so serious that the Covered Person's position is unfairly prejudiced by such procedural breach to the extent that it would not be possible for the Covered Person to be given a fair hearing.

**j) Governing Law**

The Disciplinary Procedure shall be governed by and construed in accordance with English law.

**6. Exclusion of non-Covered Persons**

The PGAET may at any time investigate the activities of non-Covered Persons that it reasonably believes may be a threat to the integrity of the sport on the basis of its objective and commitment to disrupt and prevent corrupt practices. The PGAET may issue an Exclusion Order against a non-Covered Person in instances where they have engaged in conduct that is contrary to the interests of the sport and their presence at PGAET Sanctioned Tournaments, or association with Covered Persons, is considered undesirable in the interests of the integrity of the sport. Such an assessment will usually be based on a non-Covered Person assisting, encouraging or acting in a manner contrary to the Policy.

If following investigation the Head of Integrity considers a person to have engaged in such conduct and pose such risk then the following process will be followed:

**a) Notice**

The PGAET will serve written notice to the non-Covered Person detailing:

- i. that the PGAET considers that following enquiries the non-Covered Person represents a threat to the integrity of the sport and an Exclusion Order is contemplated;
- ii. details of the alleged conduct;
- iii. consequences of exclusion;
- iv. an invitation to the non-Covered Person to provide a response in writing to the PGAET's allegation within a period of 21 days with details of whether the alleged conduct is disputed, if so then on what basis the alleged conduct is disputed, and a response to the proposed exclusion;
- v. an invitation for the non-Covered Person to agree to be bound by the Policy for the purpose of the disciplinary process, namely provide an opportunity for the non-Covered Person to have the matter considered in accordance with the Disciplinary Procedure;

vi. a link to this Policy.

**b) Service**

The notice will be deemed served according to Section 9. A failure to respond to the notice may be deemed as non-cooperation with the exclusion process.

**c) Response**

The response will be considered by the Head of Integrity. If the Head of Integrity considers the non-Covered Person to remain a threat to the integrity of the sport then the matter will be referred to the Chair of the Audit and Risk Committee to consider issuing an Exclusion Order save in circumstances where the non-Covered Person has agreed to be bound by the Policy, in which case the matter will revert to Section 5.

The Chair of the Audit and Risk Committee will review and determine whether an Exclusion Order is necessary to protect the integrity of the sport based on the facts supporting the notice and the non-Covered Person's response. Review and determination will be conducted on the papers.

If either the Head of Integrity or the Chair of the Audit and Risk Committee conclude that the non-Covered Person is not a threat to the integrity of the sport then the non-Covered Person will receive confirmation of no further action.

If the Chair of the Audit and Risk Committee concludes that the non-Covered Person is, on the balance of probabilities, a threat to the integrity of the sport then confirmation will be provided to the non-Covered Person together with a signed Exclusion Order. An Exclusion Order may run indefinitely or be subject to specified timeframes.

**d) Appeal**

A non-Covered Person issued with an Exclusion Order shall be entitled to appeal such decision to the Disciplinary Panel in accordance with the procedure at Section 5(b)(iii). A notice of appeal must:

- i. explain the basis for the appeal;
- ii. be made within 7 days of receipt of the Exclusion Order;
- iii. be accompanied by a deposit of £500;
- iv. state whether an oral hearing or decision on the papers is requested.

Whether the appeal is by way of oral hearing or on the papers will be solely at the discretion of the of the Disciplinary Panel chairperson. If the matter is to be determined on the papers then a Disciplinary Panel chairperson may act alone to determine the appeal.

A decision of the Disciplinary Panel acting as an appellate body is final and binding, and there shall be no further right of appeal.

**e) Review**

Notwithstanding a non-Covered Person's right to appeal an Exclusion Order, an Excluded

Person shall have the right to have the continuance of their Exclusion Order reviewed upon written request. The review will be conducted by the Chair of the Audit and Risk Committee. The Chair of the Audit and Risk Committee's decision will be based on submissions from the Excluded Person and the PGAET, the PGAET having a right of reply to review.

Other than in exceptional circumstances, an Excluded Person shall be entitled to apply for review no more than once every two years.

## 7. Additional Matters

- a) If any Regulation, rule or provision of this Policy is held invalid, unenforceable or illegal for any reason, by any court of competent jurisdiction, it shall be severed and the remaining provisions of the Policy shall continue in full force and effect.
- b) Except as otherwise stated in this Policy, failure to exercise or enforce any right conferred by this Policy shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

## 8. Confidentiality

The existence of proceedings pursuant to the procedures outlined in the PGAETIP, and all oral or written representations, submissions, evidence, documents and notices made/provided during the course of such proceedings, are confidential, save that the PGAET:

- i. is entitled to issue press releases and make comments (identifying, for example, the parties involved, the nature of the case, as well as the time, date and venue for a hearing);
- ii. will not ordinarily comment publicly on the specific facts of a pending case but will be entitled to do so, including in response to public comments attributed to a party or party's representative(s) and that will be without prejudice to any other action that may be taken by the PGAET;
- iii. is entitled to publish any Disciplinary Panel or Appeal Panel decision or summary of it or any other decision made pursuant to the Disciplinary Procedure after the relevant decision has been communicated to the parties;
- iv. is entitled, at its discretion (i.e., its under no obligation to do so, unless obliged to do so by applicable law) to disclose to third parties (including any relevant Member(s), other interested or affected persons, other sports governing bodies, statutory bodies and law enforcement agencies) information and/or materials regarding investigations, proceedings or matters in accordance with the PGAETIP (including any decision made pursuant to the Disciplinary Procedure) as necessary and/or appropriate, including in order to: (a) notify the third party of any decision and/or sanction; (b) enforce any such decision and/or sanction; (c) protect the integrity of the sport; and/or (d) protect the wellbeing of a participant or other person;
- v. shall maintain and keep up to date on its website the identity of any person subject to suspension, exclusion or ineligibility to hold accreditation, together with their nationality and period of sanction.

## 9. Service

Service of all documents, notices, letters and emails may be served by any means of post, electronic or digital communication to the person, or last known address or electronic or digital inbox, or personal service and/or oral communication. Service will be deemed served according to the following:

- i. in the case of oral or delivery by hand, service will be deemed within 1 hour of service.
- ii. in the case of any form of post (or other service that provides for next-day delivery), service will be deemed 72 hours after it was posted, left with, delivered to or collected by the relevant service provider. If that day falls on a Saturday, Sunday or public holiday (in the country of the recipient's last known address) then it shall be treated as being on the next business day;
- iii. in the case of any form of electronic or digital service, service will be deemed within 12 hours of sending.

## 10. Definitions and Interpretation

In this Policy the following words and expressions shall have the following meanings, unless the context otherwise requires:

**Approved Person** – means an individual appointed by the PGAET to make enquiries and investigate issues that arise under the PGAETIP.

**Bet** – means a wager of money or any other form of financial speculation or item of value, including any pay to play gaming (which for the avoidance of doubt shall include any pay to play Fantasy Game of the DP World Tour (or equivalent) that may exist from time to time).

**Betting** – means making, accepting, or laying a Bet and shall include activities commonly referred to as sports betting such a fixed and running odds, totalisator/toto games, live betting, betting exchange, spread betting and other games offered by sports betting operators.

**Betting Operator** – means any bookmaker, any pool betting operator, any organisation offering spread betting on golf or person to person betting exchanges on golf, any organisation offering a bet, and the employees of any such organisation.

**Covered Person** – means any Member, Player, Related Personnel, and/or Employee of the PGAET (as the context so requires); or body corporate, its representatives or person who otherwise agrees to be bound by the PGAETIP/Policy.

**Demand** – means a formal written demand for information issued by the PGAET.

**Disciplinary Procedure** – means the disciplinary procedures set out in Section 5.

**Education Course** – means the education and training programmes relating to Integrity in Golf as directed by PGAET from time to time.

**Employees of the PGAET** – means any individual who is employed by or contracted to provide personal services to the PGAET.

Event – means any part of a golf tournament or other golf competition however where relevant excludes practice days and pre-tournament pro-ams.

Exclusion Order – means an order issued by the PGAET that prohibits a person’s involvement in and access to PGAET Sanctioned Tournaments.

Excluded Person – means a person subject to the terms of an Exclusion Order.

IBIS – means the International Betting Intelligence System.

IGF – means the International Golf Federation, being the international federation recognised by the IOC as the world governing body for golf.

Integrity in Golf – means the quality of preserving an honest test of skill and ability by promoting professional values and behaviour both on and off the golf course.

Investigation Unit – means an external investigative unit to be appointed by the Head of Integrity to investigate potential breaches of the Regulations.

IOC – means the International Olympic Committee.

Members – means the members of the PGAET from time to time.

Other Player - means any other golfer who participates in any professional or elite amateur golf Event anywhere in the world.

PGAET or DP World Tour – means the PGA European Tour, being the international federation that oversees the administration of the DP World Tour, the Challenge Tour and the Legends Tour.

PGAET Sanctioned Tournament – includes any tournament (including any co-sanctioned tournament) that features on the schedules of the DP World Tour, the Legends Tour or the Challenge Tour and additionally includes the Ryder Cup.

PGAETIP – means the PGA European Tour Integrity Programme. The PGAETIP will include three elements: the ETIP Blueprint Document, the PGAETIP Policy Document and the PGAETIP Education Programme.

Players – means any individual golfer participating in a PGAET Sanctioned Tournament.

Policy – means this PGA European Tour Integrity Programme Policy Document.

Recognised Integrity Policy – means an integrity policy from an outside jurisdiction that is recognised by the PGAET as appropriately protective.

Regulations – means the regulations set out in all parts of Section 3 of the Policy.

Related Personnel – means any individual who is associated with a Member or Player including a Member or Player’s manager, agent, caddie, coach, physio, spouse, partner, back room staff, personal sponsor or any other person (including a family member) who receives accreditation for a PGAET Sanctioned Tournament.

## **Interpretation**

- a) Headings used in this Policy are for convenience only and shall not be deemed part of the substance of this Policy or to affect in any way the language of the provisions to which they refer.
- b) Words in the singular include the plural and vice versa.
- c) Reference to “including” and similar words are not words of limitation.
- d) Words importing a gender include any other gender.
- e) A reference to a Section is a reference to a Section or sub-Section of this Policy.