

ENGLISH

MEMBERS HANDBOOK
TOUR DE LAS AMERICAS 2010
General Regulations

THE TOUR DE LAS AMERICAS "TLA"

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COMMISSIONER FOREWORD

The Tour de las Americas is entering a very promising season. The 2010 Schedule involves an interesting number of tournaments until December 2010.

The solid schedule and the achievements of our members fill us with enthusiasm to continue growing like an organization and elevating the professional golf level in Latin America.

The Members Handbook and General Regulations 2010 is a reflection of our hard work in the PGA de las Americas to establish clear rules of what we want to do on our Tour de las Americas. Please take your time and read these pages that compile the work of the PGAA operation. We are very proud of the work we present to you on this publication.

TOUR DE LAS AMERICAS SCHEDULE 2010

Will be published on the Tour's Official Web Page. Each event will be published with at least two months in advance.

DEFINITIONS

TLA Tour Tournaments shall mean all those tournaments run under the auspices of the TLA.

TLA Order of Merit Tournaments shall mean those TLA approved tournaments which are nominated by the TLA to carry Official Money.

TLA Order of Merit shall mean a table listing Full Members in order of priority according to the Official Money won in tournaments designated by the TLA as Order of Merit Tournaments. This will be known as the TLA Order of Merit.

Official Money will be calculated in US Dollars and will be based upon money won by players participating in the TLA Order of Merit Tournaments.

TLA Qualifying School shall mean the tournament or tournaments which will be held each year in accordance with regulations made by the TLA at which players may gain the right to become eligible to play on the TLA.

Career Money List shall mean a listing in money order of TLA members aggregating the total prize money earned in TLA Order of Merit Tournaments by members in their career up to and including the last official TLA Tournaments.

Joint Sanction Events shall mean TLA Order of Merit Tournaments that are run jointly with another member of the International Federation of PGA Tours.

NOTE:

To obtain inclusion in the final 2010 TLA Order of Merit and to participate in such benefits derived thereof, Full Members must compete in a minimum of four (4) TLA Order of Merit Tournaments in the Season 2010.

GENERAL REGULATIONS

COMMISSIONER AND TOUR POLICY COMMITTEE

The Board delegates its power to the Tour Policy Committee and/or the Commissioner to administer and amend or repeal these Regulations in their absolute discretion.

MEMBERSHIP REGULATIONS

No person shall become a member of the TLA until a signed Application for Membership together with the Subscription Fee has been received by the TLA and the Membership approved and the new member's details entered in the Register of Members.

Membership is annual and is charged by way of a Subscription Fee which in the case of members who participate in the TLA includes a levy deducted from prize money which they are awarded in an TLA Tournament as shall be determined by the Board and advised to the members. For 2010 this levy shall be 2.5% which will be deducted from prize money before its distribution to players. If this levy should be different for any TLA Tournament, players shall be advised under the conditions for that Tournament.

The Board undertakes that the prize monies for TLA Order of Merit Tournaments will be paid within 30 days of the Tournament, failing which the 2.5% levy will not be deducted from the prize money.

I ELEGIBILITY

The TLA has a number of membership categories for which the eligibility criteria are as set out below:

(A) FULL MEMBERSHIP

Any player eligible to compete in TLA Tournaments under Regulation 1.2, except where the player is only eligible under Regulation 1.2 (7), some cases in (9) and (15).

The annual subscription fee in 2010 for Full Members is US\$ 500.

The money earned in any TLA event will not count on the Order of Merit 2010 to those full playing members who haven't paid their annual subscription fee, only the money earned after the payment of such fee will count on the current Order of Merit.

(B) TEMPORARY MEMBERSHIP

Any player other than a Full Playing Member of the TLA who wishes to participate in a TLA Tournament must apply for Temporary Membership.

The subscription fee in 2010 for Temporary Members is US\$ 300 for events with a purse of 100,000\$ or higher and US\$ 200 for events with a purse less than 100,000\$, and a maximum of 5 events can be played, they do not have to be consecutive events. This membership will only be granted by TLA invitations.

(C) SPONSOR AND BOARD EXEMPTIONS

Sponsor and Board Exemptions are not temporary members, and may play a maximum of five (5) Events and a maximum of four (4) Co sanction events with other tours. Also players can participate in as many TLA events sanction in the players national country no matter exceeds the minimum of invitations

(D) ASSOCIATED / AFFILIATED MEMBERSHIP

- (i) Associated / Affiliated Membership is available to any non-member who is not otherwise eligible for full membership of the Tour, subject to the conditions listed below.
 - a. An Associated / Affiliated Member of the TLA shall be those Temporary Members or Sponsors and Board exemptions who wish to obtain playing rights and a ranking for the current Official Season.
 - b. To obtain such rights the player must finish a tournament within the first five positions and ties, and apply for such membership within 15 days.
 - c. Indicate in writing on the appropriate form their intention to take up such rights, if earned, and pay US\$ 1000. The money won in the previous tournaments of the current season and in the tournament where the rights were earned will count in the current Order of Merit.
- (ii) Such players will be included in the current Official Season's TLA Order of Merit and their end of Official Season position will qualify them for membership for the following Official Season.
- (iii) These members must complete the minimum of events to be included at the end of the Official Season Order of Merit unless when a player gains his rights to become an affiliated member there are not enough events to complete the minimum of events required. Nevertheless, the player must compete in all subsequent events.

II TERMINATION OF MEMBERSHIP

A player eligible to compete on the TLA as defined in Regulation I above shall cease to be a member when one or more of the following occurs:

- (1) Resignation.
- (2) Expulsion by the Tour Policy Committee or the Board as a result of a breach of the TLA Code of Ethics.
- (3) In the reasonable view of the Board the member materially breaches any undertaking, warranty or other obligation given by him to the TLA in respect of his participation on the TLA.
- (4) Defaults in making payment of the Subscription Fee after its final due date.
- (5) The Tour Policy Committee or Board may, without showing cause, by a resolution passed by a majority consisting of 75% of the Tour Policy Committee or of the Members of the Board present at a special meeting thereof, convened for the purpose of considering such a resolution, refuse to continue a player's membership of the TLA. If such resolution shall be passed, then the relevant person shall cease to be a member of the TLA and their name shall be removed from the Register of Members. In such case, the Board shall provide the member written notice of his cessation of membership.

Note i): A member expelled from membership of the TLA shall be disqualified from again becoming member of the TLA except with a written consent of the Board.

Note ii): Notwithstanding any other provisions of these regulations, any member who shall resign as a result of breach of Regulation 1.9 (Conflicting Events) and thereafter participates in any other tournament conducted in conflict with TLA Tournaments, shall not be eligible for reinstatement to TLA Membership, without written permission of the Commissioner and not until the lapse of 24 calendar months from the date of the last such conflicting tournament in which he shall have participated, whichever is the latest.

2010 TOURNAMENT INFORMATION AND CONDITIONS

1.1 Tournament Administration

The TLA is sanctioned and administered by the TLA and shall include all TLA Order of Merit Tournaments.

The Tournament Director shall administer each TLA Tournament in accordance with the Rules and Regulations as determined by the Board and-or the Tour Policy Committee as set out herein and in the TLA Sanction Agreement, both of which may be from time to time supplemented or amended.

1.2 Starting Fields for 2010 TLA Order of Merit Tournaments

EXEMPT ARE ALL MEMBERS OF THE TLA AND THE ENTRIES WILL BE BASED ON EACH TOURNAMENT ENTRIES REGULATIONS TLA 2010 .THIS REGULATION WILL BE PUBLISHED ATLEAST 30 DAYS PRIOR TO EACH EVENT

1.3 Tournament Conditions

The following conditions are general for specific TLA events, and are applicable to TLA Tournaments. They may be modified by the Commissioner and/or Tournament Director.

Format

In General, each tournament will be a 72-hole stroke play tournament.

Tournament Field

The normal starting field for each tournament will be a maximum of 144 or 156 professionals who will play one round on each of the first two days. The cut for the last two rounds will be made as following:

In all the Events where the promoters agree with the TLA and where the purse is up to \$69,999 the first 35 professionals and ties will go forward.

In all the Events where the promoters agree with the TLA where the purse is from \$70,000 to \$89,999 the first 40 professionals and ties will go forward.

In all the Events where the promoters agree with the TLA where the purse is from \$90,000 or more the first 50 professionals and ties will go forward.

The numbers may vary in co-sanctioned events.
Any amateur will be in addition to this.

For tournaments where the purse is less than US\$ 50,000 the Tournament Director and the Tournament Committee may adjust at its own discretion the cut the prize money, entry fee and its inclusion as a TLA Order of Merit Tournament.

The size of the starting field and cut may be adjusted at the discretion of the Tournament Director.

Eligibility

Entries will be accepted in category order as outlined in 1.2 until the field is complete.

Ties

In the event of a tie for first place there will normally be a "sudden death" play-off on the holes decided by the Committee to determine the winner. If a play-off involves more than two players, those other than the winner will be deemed to have tied for second place regardless of their scores in the play-off.

The tournament Committee may decide to declare a tournament with more than one winner in cases where the ties cannot be resolve because of weather conditions or time

Prize Money

The prize fund breakdowns as outlined in Appendix 1 shall apply to approved TLA Tournaments. An extra amount of US\$ 1500 has been reserved for those players making the cut but finishing higher than the last payable place. This will be divided equally; however, no player will receive more than the amount received by the last payable player.

Prize Presentations

In respect of TLA Tournaments, the leading three players and ties must be present at all prize presentations. In Pro-Am events, the number of professionals required at the presentation will be outlined in the event information for competitors but will never be less than three (3) in both the team and individual events.

The penalty for failure to attend a presentation shall be a fine of US\$ 100 leading to possible suspension for subsequent offences.

1.4 Entry and Withdrawal Regulations and Procedure.

(a) Entry and Withdrawal Procedures

A member wishing to enter or withdraw from a tournament must do so in writing and shall either:

- i) E mail an entry or withdrawal to ENTRIES@TOURDELASAMERICAS.COM .
- (ii) Participate in writing in the TLA Tournament Office at each TLA Tournament. Categories (e) and (f) will apply if its the case.

(b) Confirmation of Tournament Entry or Withdrawal

A confirmation of entry or withdrawal may be sent to the member by email or fax as detailed on his membership application form or any update email or fax as may be advised in writing by the member of the TLA. Such confirmation will itemize an acceptance entry or withdrawal code. This may be regarded as an official receipt of entry or withdrawal.

NOTE: This will not guarantee a place in a tournament field. This will normally be determined by Regulation 1.2.

(c) Entry Fee

The entry fee for a TLA Tournament will be US\$ 100 for events with a US\$ 99,999 or less purse, and US\$ 150 for events with a US\$ 100,000 or higher purse. This must be paid upon registration at each respective tournament venue.

(d) Entry Closing Date

Entries must be received by the TLA no later than the closing date specified for each event. This will be in most circumstances be Monday, 10 days before the start of the tournament.

(e) Withdrawals Fee

No withdrawal fee will be charged if a competitor withdraws from a TLA Tournament within ten (10) days of the closing date of entries. After such time a competitor will be charged a withdrawal fee of US\$ 100, except if he has withdrawn for medical reasons or extreme personal circumstances.

(f) Late Entries

In the event of a field for any TLA Tournament not being full as at the closing date, late entries will be accepted until a full field is achieved. The fee for a late entry will be double the normal entry fee (US\$ 200 or 300 depending on the purse) and must be paid upon registration.

(g) Members' Responsibility

The onus is on the member to ensure that his entry has been received by the TLA prior to the closing date and to check his current qualification status for the tournament.

1.5 Pre –Tournament Pro-Ams

Entries for tournaments with a Pro-Am will commit the member to participate in the Pro-Am (if invited) unless prior release is granted by the Commissioner / Tournament Director. Release will normally be granted on medical or travel grounds only. Failure to play once requested would result in a minimum fine of US\$ 100, leading to a possible cancellation of entry into the tournament.

The Tournament Pro – Am will normally be held on the day preceding the first day of the tournament start or such time as advised in the fact sheet.

Members are reminded that the Pro – Am is for the benefit of sponsors and the amateur golfers. It is not an official practice day and players while playing in the Pro – Am should refrain from behavior which may be regarded as anti-social, i.e. blatantly measuring the course yardage.

Pro-AM Selection Criterion:

Fifty percent (50%) of the players needed for the Pro-Am will be selected by PGA de las Americas strictly by Order of Merit, the other fifty percent (50%) of the players will be selected by PGAA Media on its own discretion. PGAA will make its best effort to compensate players participating in the Pro-Am, but such compensation is not guaranteed.

1.6 Registration

All competitors are required to register for each event by 18.00 local time, two days prior to the tournament start, normally Tuesday, unless otherwise specified. A competitor may only register in person and must complete the appropriate form located in the tournament office for each respective event or in the extreme circumstances by contacting the Tournament Director.

The tournament office will normally be open for registration from 09.00 to 18.00 local time on the Monday preceding the first tournament round.

Failure to register by the appropriate time will result in automatic disqualification from the tournament, unless the Commissioner or Tournament Director depending on each specific circumstance applies a minimum fine of US \$ 100.

1.7 Play Foreshortened or Cancelled – Guidelines

(a) General

If, in the judgment of the Tournament Director, adverse weather conditions or any other occurrence beyond the control of the TLA renders the commencement or continuation of the tournament impracticable, play shall be postponed until such time as the Tournament Director, after consultation with the sponsors, considers that play can be continued.

The Tournament Director has absolute discretion to implement whatever procedures may be necessary in order to ensure the continuation and completion of the Tournament. Where possible, the following guidelines will be considered:

(i) Rounds 1, 2 and 3

A round may be cancelled if more than 50% of the field fails to complete the round. However, as a general principle, once a stroke has played it shall count.

If a round is cancelled, the next round will take its place.

(ii) Final Round

- (a) If the round cannot be finished then a result will be declared over that number of rounds completed by all players.
- (b) In exceptional circumstances the final round may be scheduled on a fifth day if practicable.
- (c) A tournament will be valid if at least 36 holes are completed.

(b) Suspension of Play

- (i) If during a tournament it becomes necessary to suspend play, intermittent blasts will be sounded on a klaxon / siren or notification will otherwise be communicated to the players. On being advised of suspension, competitors may either cease play immediately OR complete the hole they are playing. Competitors must not play any shot from the teeing ground unless any player in his group has commenced play on the hole.

(ii) Dangerous Situation

If during play it becomes necessary to suspend for a dangerous situation (e.g. lightning), players must discontinue play immediately. A suspension for a dangerous situation will be signaled by a prolonged note of the klaxon / siren.

(c) Resumption of Play

As soon as conditions allow play to be resumed, three continuous blasts on the klaxon/siren will be sounded or notification otherwise communicated to the players. On being advised of the resumption, play will be recommenced immediately by all competitors on the course.

1.8 Practice Regulations

- (a) Practice shall be permitted in designated practices areas only and at designated times.
- (b) Maximum of four players per group.
- (c) During Practice rounds only one ball shall be in play with the following exceptions:

- (1) If a player misses the green with his shot to the green, he may play one additional shot.
- (2) Not more than three chip shots may be played from the green surrounds, and provided such practice does not damage the course.
- (3) Only one bunker shot may be played towards the green from a greenside bunker. Not more than three other practice bunker shots may be played away from the green.

The penalty for breach of any practice regulation is US\$ 100, doubling for subsequent offences.

1.9 Conflicting Events

The TLA recognizes the individual rights to all members of TLA operating as independent contractors. The TLA, thereof, recognizes and warrants to all members that at no time does it hold out the tournament sponsors and/or promoters the guaranteed appearance or entry of any individual member.

Notwithstanding the above statement or fact, the TLA requires all members to submit themselves to the under noted Conflicting Events Regulations to ensure that the TLA may remain in a position to fulfill, at all times, its collective obligations in respect of representative fields.

Members of the TLA shall not compete in any tournament or exhibition match, whether private or public, scheduled against a TLA Tour Order of Merit Tournament, nor shall they compete in any tournament or exhibition match, whether private or public, held within one week prior to a TLA Tour Tournament without the written permission of the Commissioner.

The member must send a written request for release to the Commissioner at least fourteen (14) days before the close of the entry of the particular TLA Tournament if he wishes to participate in a conflicting event.

The following will be exceptions and a release will not normally be withheld, subject to notification to the Commissioner at least fourteen (14) days before the event takes place:

- (a) World Cup, local National PGA Championship and local National Opens.
- (b) Members wishing to take part in an event on their own home PGA Tour.
- (c) TLA members competing in the US Masters, US Open, US PGA Championship and British Open.
- (d) TLA members, competing in tournaments in one of Asian PGA, Australasian, European, Japanese, South African and USA PGA Tours where the TLA member holds a playing card for that tour.

The penalty for a breach of Regulation 1.9 is a minimum fine of US\$ 500 leading to possible suspension for subsequent offences.

If a member requests a release and be denied and then play in a conflicting tournament, the Member shall be liable to an immediate suspension of two (2) tournaments and a minimum fine of US\$ 1,000.

1.10 No Guarantee For Appearance

Neither members nor other individuals / agents acting on behalf of members shall approach the sponsors or organizers of TLA Tournaments to negotiate appearance guarantees. No contract to play other than the standard entry commitment submitted by the member of the TLA shall be recognized, except as may be specifically authorized by the Commissioner prior to the tournament.

Note: The TLA may consider the promotion of a special event by tournament promoters and sponsors (Skins, Shoot-out, Champion Challenge, etc.) where a separate prize fund could be provided to a maximum of a 25% of the Tournament Purse. Participation of players in such special events will be by qualification and invitation agreed with the TLA. Similarly, television arrangements (if any) of such special events should be pre-arranged with the TLA.

(This guidelines is not exhaustive but generally representative and anyone requiring further clarification should contact the Commissioner).

1.11 Accredited Agents

Members must comply at all times with the Rules and Regulation laid down by the TLA from time to time with regard to accredited agents.

1.12 Conflicting Advertisement

Members' personal sponsorship contracts will at all times recognized and respected by the TLA. The TLA has set out the following guidelines for the display of advertising matter.

No competitor, or his caddie, during the playing of a tournament will be permitted to wear or display any advertising matter which, in the Opinion of the Tournament Director, may compromise a sponsor or place in jeopardy the conduct of a tournament. In all cases, approval to wear conflicting advertising matter must be from the Tournament Director or his appointed representative prior to the commencement of the tournament. However, the TLA will make its best efforts to ensure that possible conflicts are avoided.

Members' Advertising Standards

When Members are negotiating contracts with individual sponsors, the following guidelines are suggested:

- i) No more than three advertising patches will be allowed in shirts worn for tournament play.
- ii) The size of an individual advertising patch should not be larger than 4 x 6 inches (100-150mm) in dimension.

1.13 Film, Media and Other Property Rights

The television, radio, film, statistical data and information and all other electronic media rights of all members participating in events forming part of the TLA or any other golf event run in conjunction with, or under the auspices of the TLA are owned by the TLA. For the avoidance of doubt, it is a condition of a membership that all members cede such rights to the PGAA. No person is authorized to make any use, commercial or otherwise, of the TLA and TLA name or logo without the advance written approval of PGAA.

1.14 Film, Media and Public Relations

Players must comply with reasonable requests from the Tournament Director of each TLA Tournament to attend the Press / Media Centre and co-operate with the media immediately upon completion of each tournament round. To ensure maximum goodwill, it is vital that competitors make every effort to support all public relations activities.

Reproduction of players' names, likeness, performances and appearances and films and recordings of performance can be used by the TLA, PGAA, tournament organizers and sponsors in relation to the TLA and/or individual events on the TLA when these activities refer to no direct endorsement of a commercial product or service.

1.15 Official Functions

Players are encouraged to attend all tournament related functions to which they are invited. This is a courtesy to the sponsors who are paying the tournament prize money and paying for the functions. At the discretion of the Tournament Director, any such function may be mandatory for some or all competitors, depending on circumstances. Failure to attend a mandatory function if requested will result in a US\$ 300 fine.

1.16 Official Recorders

Players must co-operate when asked for details of their scores by the Official Recorders on the course. The player himself and not his caddie is responsible of giving his score. A player failing to give his score to an official recorder may result in a fine of US\$ 100.

Note: The Scoreboard Officials and TV Recorders are regarded as Official Recorders on the course.

1.17 Standard of Dress

The wearing of shorts, jeans, collarless shirts or slippers by players at tournament venues is not permitted for TLA Tournaments. Penalty for breach of Regulation 1.17 is US\$ 100, doubling up for subsequent offenses.

Players are expected to be smartly dressed whenever attending venues or attending official functions.

1.18 Alcohol Consumption

The consumption of alcohol on the course is not permitted during any practice round, Pro-Am or tournament round of a TLA Tournament. Penalty for breach of Regulation 1.18 is US\$ 300 doubling for subsequent offences.

1.19 Caddie Regulations

Caddies are the responsibility of the player employing them. Any breach of the following regulations will be deemed to be a breach by the player. Minimum penalty US\$ 100, doubling up for subsequent offences:

- (a) Misbehavior by caddies of a personal nature which is generally unaccepted by normal social standards.

- (b) Caddies are required to wear and display the caddie "bib" or uniform issued to them for the duration of the round.
- (c) Caddies are not permitted to mark a player's scorecard.
- (d) Caddies wearing golf shoes will not be permitted to walk on any putting surface on the tournament course.
- (e) At the tournament venue, players must utilize a caddie and this includes practice and Pro-Am days if so required. Caddies at discretion of the Tournament Director may use pull carts.

All players are allowed to use their own caddies during a TLA Tournament. In general, it must be specified on the Entry Form of the event.

CODE OF BEHAVIOR AND DISCIPLINARY PROCEDURE

These procedures are designed to help the management of the TLA and its members identify the conduct and ethics that are expected from TLA members, and set out the procedure to be followed where there may have been a breach of the same.

2.1 General

On becoming a member of the TLA, each person voluntarily submits himself to standards of behavior and ethical conduct beyond those of required of ordinary golfers and members of the public. The TLA must become the hallmark of honesty, fair dealings, courtesy and sportsmanship which each member is bound to honor at all times, whether on or off the course.

It would be impossible to define exactly the standard of conduct expected from members in all circumstances or to list all acts which would amount to a breach of the code and lead to disciplinary sanctions. In most cases, common sense should tell the member the standard of behavior that is required. Any member who has any doubts as to the conduct which is expected of him should contact the TLA for advice.

2.2. Guidelines

In most circumstances the following acts or omissions will be considered to be contrary to the code and, if established, will lead to penalty being imposed.

I Etiquette

Failure to comply with normally accepted standards of courtesy and golf etiquette.

This includes misconduct on the course, failure to repair divot marks, pitch marks and, in particular, the failure to ensure that a bunker is correctly raked after usage.

Please note: Failure to rake a bunker after usage or not ensure that his caddie properly raked it is an automatic fine of US\$ 100.

The use of mobile (cellular) telephones, walkmans, radios, recorders and communication electronic devices during the stipulated round is prohibited. The use of any of these devices is an automatic fine of US\$ 300.

II Crime

Conviction of a criminal offence by a court of law.

III Misbehavior

Misbehavior of a personal nature which is generally unaccepted by normal social standards.

IV Injurious Conduct

Conduct likely to injure or discredit the reputation of the TLA or any of its members, or conduct which is contrary to the TLA Rules or Regulations made pursuant thereto.

V Failure To Report Breach Of The Code

Failure to report a breach of the code by another member or if he should reasonably have realized that a breach may have occurred and not co-operating in equity.

VI Rules of Golf

- (i) Players must comply with the Rules of Golf as amended by Local Rules in force at any event and further comply with Conditions of Competitions Regulations or other rules, by-laws, directions or instructions as specified by the TLA which shall be deemed to incorporate the relevant provisions of this code.
- (ii) Deliberate breaching of the Rules of Golf in order to gain advantage.

VII Goodwill

Members must act at all times in the best interests of the TLA and the game of golf and try to enhance the goodwill which attaches to the same.

VIII Breach of Regulations

Breach of the TLA's General Regulations as published herein.

2.3 TLA Disciplinary Procedures

Where it appears that a member of the TLA may have committed a breach of the code and that such breach may warrant the imposition of a penalty, then the TLA shall have cause to carry out a preliminary investigation by the Commissioner or the Tournament Director or such person(s) nominated by them.

a) Minor Breach

If in the course of such investigation, it is evident that a minor breach of the code has occurred the Commissioner or Tournament Director may impose a penalty of not less than one hundred dollars (US\$ 100) and not greater than three thousand dollars (US\$ 3,000). If the member is dissatisfied with the decision, he may appeal by giving written notification to the Commissioner within seven (7) days of notification of the fine. Any such appeal will be referred to the Tour Policy Committee as if there has been a serious breach of the code and the procedure in paragraph 2.3(b) below shall be followed. Subsequent minor breaches of the code will result in a fine being imposed which is double the previous fine.

b) If in the course of such investigation it is evident that a serious breach may have been occurred then the TLA shall have cause to prepare a report which shall be accompanied by such written statements as may be appropriate from witnesses and such report shall be submitted to the Tour Policy Committee for consideration. If upon consideration of the report and written statements the Tour Policy Committee concludes that there is a prima facie breach of the code by a member then it shall notify that member accordingly and forward to him the following.

- (i) Notification of a hearing date and time and place thereof. The date shall be within 38 days after the date of such notification.
- (ii) The nature of the prima facie breach of the code.
- (iii) Copies of the report and any written statements accompanying the same which shall be considered by the Committee at the hearing.

Procedure at Hearing

- (i) A disciplinary hearing before the Tour Policy Committee in an informal internal enquiry. There are no fixed rules of procedure and no professional representation of the member concerned.
- (ii) The hearing will take place before not less than three (3) members of the Tour Policy Committee or any number upwards of that depending upon availability of Committee Members. Witnesses will not normally be called, but if the member feels that he cannot do justice to his case unless a particular witness or witnesses are present at the hearing before the Tour Policy Committee and gives notice to that effect not later than seven (7) days before the date fixed for the hearing, then the Committee will on request use its best endeavors to procure the attendance of such witness or witnesses to give evidence before it in the presence

of the member as far as it is in its power so to do. The Committee will, if necessary for that purpose and if it thinks fit to do so, adjourn the hearing to another date.

- (iii) At the hearing, the member will be allowed to question any of the witnesses or put forward any evidence on his own behalf that he thinks may assist his case, and to this end may bring witnesses to give evidence on his behalf provided that he has notified the Tour Policy Committee of his intention to do so no less than seven (7) days before the hearing date. The member will be entitled to present his own case in such manner as he thinks appropriate, consistent with the normal rules of behavior and at his conclusion may summarize the evidence and put forward his own version of what has occurred. He may be subject to questioning by members of the Tour Policy Committee as may any of the witnesses who give evidence before the Committee.
- (iv) The Committee may give its decision at the conclusion of the hearing or subsequently as it may think fit. In either case the decision will be confirmed in writing.

Penalties

When the Committee decides that a breach of the code has been established it shall impose such penalty as it may think appropriate having regard to the circumstances. Such penalties may range from a reprimand, censure, a fine, suspension of membership, suspension from participation in one or more tournaments or for a given period, expulsion from the TLA, or otherwise as the Committee shall decide.

Right to Appeal

The member may appeal to the Board against any decision given by the Tour Policy Committee by giving notice of his intention to do so within 28 days of notice of the decision having been posted to the member at his last registered address. In the event of any such appeal, implementation of the decision of the Committee and enforcement of any penalty imposed shall be stayed until the appeal has been heard.

The notice of appeal must state the grounds of appeal which shall be either:

- (i) on a matter of fact including the introduction of new evidence.
- (ii) on a question of the application or interpretation of the TLA Rules and Regulations made there under including the Code of Behavior.
- (iii) against the severity of the punishment requesting a reduction in the fine or other penalty imposed or any combination of the three.

The appeal will be by way of re-hearing and the Board will consider all and any evidence or information put before it whether or not the same was given before the Tour Policy Committee.

The appellant may be represented and/or assisted on the hearing of the appeal either by his lawyer, agent, manager, or other such person as he may choose. Neither he nor his advisor may approach directly or indirectly any of the persons who have already made statements or given evidence at the hearing before the Tour Policy Committee (other than those witnesses put forward by the appellant himself), but the appellant may request the Board by notice in writing to that effect giving not less than fourteen (14) days before the hearing of the appeal to any such person. It will then be open on the appellant or his advisors to put any questions to such persons on the hearing of the appeal. The Board in its discretion may adjourn the hearing of the appeal to enable the appearance of any such persons before it.

Decision of the Board

The Board may after hearing all the evidence either give its decision at the conclusion of the hearing or subsequently as it shall deem fit. In either case its decision shall be conveyed to the appellant in writing. In arriving at its decision the Board may either uphold the decision of the Tour Policy Committee and disallow the appeal or it may allow the appeal in whole or in part. The Board, in its absolute discretion may, remit, reduce, increase or otherwise vary any penalty imposed by the Tour Policy Committee.

Costs

The Board in its absolute discretion may either award costs to a successful appellant out of TLA funds or impose costs on an unsuccessful appellant of such amount and such terms as to payment as it shall think fit.

Enforcement of Payment

Any fine or fines and costs imposed either by the Tour Policy Committee or the Board shall be payable within the time stipulated (except that in case of an appeal such payment shall be suspended pending the hearing of that appeal) and in default of such payment on its due date the member shall be liable to immediate suspension or expulsion from membership.

**APPENDIX 1
PRIZE DISTRIBUTION FOR TOUR DE LAS AMERICAS**

| | % | \$50,000 | \$60,000 | \$65,000 | % | | \$70,000 | \$75,000 | \$80,000 |
|----|--------|-----------------|-----------------|-----------------|--------|----|-----------------|-----------------|-----------------|
| 1 | 18.00% | \$9,000 | \$10,800 | \$11,700 | 18.00% | 1 | \$12,600 | \$13,500 | \$14,400 |
| 2 | 11.40% | \$5,700 | \$6,840 | \$7,410 | 11.40% | 2 | \$7,980 | \$8,550 | \$9,120 |
| 3 | 8.00% | \$4,000 | \$4,800 | \$5,200 | 8.00% | 3 | \$5,600 | \$6,000 | \$6,400 |
| 4 | 6.40% | \$3,200 | \$3,840 | \$4,160 | 6.40% | 4 | \$4,480 | \$4,800 | \$5,120 |
| 5 | 5.20% | \$2,600 | \$3,120 | \$3,380 | 5.20% | 5 | \$3,640 | \$3,900 | \$4,160 |
| 6 | 4.20% | \$2,100 | \$2,520 | \$2,730 | 4.20% | 6 | \$2,940 | \$3,150 | \$3,360 |
| 7 | 3.40% | \$1,700 | \$2,040 | \$2,210 | 3.40% | 7 | \$2,380 | \$2,550 | \$2,720 |
| 8 | 3.04% | \$1,520 | \$1,824 | \$1,976 | 2.80% | 8 | \$1,960 | \$2,100 | \$2,240 |
| 9 | 2.84% | \$1,420 | \$1,704 | \$1,846 | 2.60% | 9 | \$1,820 | \$1,950 | \$2,080 |
| 10 | 2.64% | \$1,320 | \$1,584 | \$1,716 | 2.40% | 10 | \$1,680 | \$1,800 | \$1,920 |
| 11 | 2.44% | \$1,220 | \$1,464 | \$1,586 | 2.20% | 11 | \$1,540 | \$1,650 | \$1,760 |
| 12 | 2.24% | \$1,120 | \$1,344 | \$1,456 | 2.00% | 12 | \$1,400 | \$1,500 | \$1,600 |
| 13 | 2.14% | \$1,070 | \$1,284 | \$1,391 | 1.90% | 13 | \$1,330 | \$1,425 | \$1,520 |
| 14 | 2.04% | \$1,020 | \$1,224 | \$1,326 | 1.80% | 14 | \$1,260 | \$1,350 | \$1,440 |
| 15 | 1.94% | \$970 | \$1,164 | \$1,261 | 1.70% | 15 | \$1,190 | \$1,275 | \$1,360 |
| 16 | 1.84% | \$920 | \$1,104 | \$1,196 | 1.65% | 16 | \$1,152 | \$1,234 | \$1,317 |
| 17 | 1.74% | \$870 | \$1,044 | \$1,131 | 1.57% | 17 | \$1,100 | \$1,179 | \$1,257 |
| 18 | 1.64% | \$820 | \$984 | \$1,066 | 1.51% | 18 | \$1,060 | \$1,136 | \$1,211 |
| 19 | 1.54% | \$770 | \$924 | \$1,001 | 1.43% | 19 | \$1,000 | \$1,071 | \$1,142 |
| 20 | 1.44% | \$720 | \$864 | \$936 | 1.30% | 20 | \$910 | \$975 | \$1,040 |
| 21 | 1.34% | \$670 | \$804 | \$871 | 1.27% | 21 | \$890 | \$954 | \$1,017 |
| 22 | 1.26% | \$630 | \$756 | \$819 | 1.21% | 22 | \$844 | \$904 | \$965 |
| 23 | 1.20% | \$600 | \$720 | \$780 | 1.15% | 23 | \$802 | \$859 | \$917 |
| 24 | 1.18% | \$590 | \$708 | \$767 | 1.11% | 24 | \$774 | \$829 | \$885 |
| 25 | 1.14% | \$570 | \$684 | \$741 | 1.07% | 25 | \$746 | \$799 | \$853 |
| 26 | 1.10% | \$550 | \$660 | \$715 | 1.03% | 26 | \$718 | \$769 | \$821 |
| 27 | 1.06% | \$530 | \$636 | \$689 | 0.99% | 27 | \$690 | \$739 | \$789 |
| 28 | 1.02% | \$510 | \$612 | \$663 | 0.95% | 28 | \$662 | \$709 | \$757 |
| 29 | 1.00% | \$500 | \$600 | \$650 | 0.93% | 29 | \$648 | \$694 | \$741 |
| 30 | 0.98% | \$490 | \$588 | \$637 | 0.91% | 30 | \$634 | \$679 | \$725 |
| 31 | 0.96% | \$480 | \$576 | \$624 | 0.89% | 31 | \$620 | \$664 | \$709 |
| 32 | 0.94% | \$470 | \$564 | \$611 | 0.87% | 32 | \$606 | \$649 | \$693 |
| 33 | 0.92% | \$460 | \$552 | \$598 | 0.85% | 33 | \$592 | \$634 | \$677 |
| 34 | 0.91% | \$455 | \$546 | \$592 | 0.82% | 34 | \$576 | \$617 | \$658 |
| 35 | 0.87% | \$435 | \$522 | \$566 | 0.81% | 35 | \$564 | \$604 | \$645 |
| | | \$50,000 | \$60,000 | \$65,000 | 0.79% | 36 | \$550 | \$589 | \$629 |
| | | | | | 0.76% | 37 | \$534 | \$572 | \$610 |
| | | | | | 0.74% | 38 | \$520 | \$557 | \$594 |
| | | | | | 0.73% | 39 | \$509 | \$545 | \$581 |
| | | | | | 0.71% | 40 | \$500 | \$536 | \$571 |
| | | | | | | | \$70,000 | \$75,000 | \$80,000 |

| % | | \$90,000 | \$100,000 | \$120,000 | \$150,000 |
|----------|-----------|-----------------|------------------|------------------|------------------|
| 18.00% | 1 | \$16,200 | \$18,000 | \$21,600 | \$27,000 |
| 11.40% | 2 | \$10,260 | \$11,400 | \$13,680 | \$17,100 |
| 8.00% | 3 | \$7,200 | \$8,000 | \$9,600 | \$12,000 |
| 6.40% | 4 | \$5,760 | \$6,400 | \$7,680 | \$9,600 |
| 5.20% | 5 | \$4,680 | \$5,200 | \$6,240 | \$7,800 |
| 4.20% | 6 | \$3,780 | \$4,200 | \$5,040 | \$6,300 |
| 3.40% | 7 | \$3,060 | \$3,400 | \$4,080 | \$5,100 |
| 2.80% | 8 | \$2,520 | \$2,800 | \$3,360 | \$4,200 |
| 2.60% | 9 | \$2,340 | \$2,600 | \$3,120 | \$3,900 |
| 2.40% | 10 | \$2,160 | \$2,400 | \$2,880 | \$3,600 |
| 2.20% | 11 | \$1,980 | \$2,200 | \$2,640 | \$3,300 |
| 2.00% | 12 | \$1,800 | \$2,000 | \$2,400 | \$3,000 |
| 1.90% | 13 | \$1,710 | \$1,900 | \$2,280 | \$2,850 |
| 1.80% | 14 | \$1,620 | \$1,800 | \$2,160 | \$2,700 |
| 1.70% | 15 | \$1,530 | \$1,700 | \$2,040 | \$2,550 |
| 1.60% | 16 | \$1,440 | \$1,600 | \$1,920 | \$2,400 |
| 1.50% | 17 | \$1,350 | \$1,500 | \$1,800 | \$2,250 |
| 1.40% | 18 | \$1,260 | \$1,400 | \$1,680 | \$2,100 |
| 1.30% | 19 | \$1,170 | \$1,300 | \$1,560 | \$1,950 |
| 1.20% | 20 | \$1,080 | \$1,200 | \$1,440 | \$1,800 |
| 1.10% | 21 | \$990 | \$1,100 | \$1,320 | \$1,650 |
| 1.02% | 22 | \$918 | \$1,020 | \$1,224 | \$1,530 |
| 0.96% | 23 | \$864 | \$960 | \$1,152 | \$1,440 |
| 0.92% | 24 | \$828 | \$920 | \$1,104 | \$1,380 |
| 0.88% | 25 | \$792 | \$880 | \$1,056 | \$1,320 |
| 0.84% | 26 | \$756 | \$840 | \$1,008 | \$1,260 |
| 0.80% | 27 | \$720 | \$800 | \$960 | \$1,200 |
| 0.76% | 28 | \$684 | \$760 | \$912 | \$1,140 |
| 0.74% | 29 | \$666 | \$740 | \$888 | \$1,110 |
| 0.72% | 30 | \$648 | \$720 | \$864 | \$1,080 |
| 0.70% | 31 | \$630 | \$700 | \$840 | \$1,050 |
| 0.68% | 32 | \$612 | \$680 | \$816 | \$1,020 |
| 0.66% | 33 | \$594 | \$660 | \$792 | \$990 |
| 0.64% | 34 | \$576 | \$640 | \$768 | \$960 |
| 0.62% | 35 | \$558 | \$620 | \$744 | \$930 |
| 0.60% | 36 | \$540 | \$600 | \$720 | \$900 |
| 0.58% | 37 | \$522 | \$580 | \$696 | \$870 |
| 0.56% | 38 | \$504 | \$560 | \$672 | \$840 |
| 0.54% | 39 | \$486 | \$540 | \$648 | \$810 |
| 0.52% | 40 | \$468 | \$520 | \$624 | \$780 |
| 0.50% | 41 | \$450 | \$500 | \$600 | \$750 |
| 0.48% | 42 | \$432 | \$480 | \$576 | \$720 |
| 0.46% | 43 | \$414 | \$460 | \$552 | \$690 |
| 0.44% | 44 | \$396 | \$440 | \$528 | \$660 |
| 0.42% | 45 | \$378 | \$420 | \$504 | \$630 |
| 0.40% | 46 | \$360 | \$400 | \$480 | \$600 |
| 0.38% | 47 | \$342 | \$380 | \$456 | \$570 |
| 0.37% | 48 | \$333 | \$370 | \$444 | \$555 |
| 0.36% | 49 | \$324 | \$360 | \$432 | \$540 |
| 0.35% | 50 | \$315 | \$350 | \$420 | \$525 |
| | | \$90,000 | \$100,000 | \$120,000 | \$150,000 |