

EXHIBIT “C”

2008 LPGA DRUG TESTING ARBITRATION PROCEDURES

R-1. Applicability

The LPGA Drug Testing Arbitration Procedures (“LPGA Procedures”) shall apply to all initial hearing arbitrations arising out of the LPGA Drug Testing Program Protocol (the “Program”) -- except arbitrations before the Court of Arbitration for Sport, which shall be governed by the rules specified below in R-31. The definitions contained in Section A of the Program shall apply to the LPGA Procedures.

R-2. American Arbitration Association (“AAA”) and Delegation of Duties

Arbitration cases shall be administered by the AAA Western Case Management Center.

R-3. National Pool of Arbitrators

The Pool of Arbitrators for arbitration cases shall consist of AAA arbitrators who have been approved by the LPGA staff and LPGA Player Executive Committee (“Arbitrator Pool”). The members of the Arbitrator Pool shall be fair, impartial, free of any conflicts of interest, and should, if possible, be experienced in the business of sports and/or drug testing matters.

R-4. Initiation of Arbitration

The LPGA shall send a “Charging Letter” (in accordance with Section I-9 of the Program) and the appropriate filing fee to the AAA. Notice, a copy of the Charging Letter, a copy of the Protocol and a copy these Procedures, shall be sent promptly to the Player charged with an alleged doping offense (“Commencement Date”). The parties to the arbitration shall be: (1) the LPGA, or its designee, and (2) the Player charged with a doping offense.

R-5. Applicable Procedures

All cases shall be administered in accordance with Sections R-1 through R-33 of these LPGA Procedures. At the request of any party, the arbitrators may shorten or extend any time period set forth in these procedures for good cause. Parties must submit requests to modify time periods in writing via mail or electronic mail to the AAA, and the other party, and must explain the reasons for the request.

R-6. Jurisdiction

Jurisdiction for LPGA drug testing and adjudication of positive results is conferred in Article I-A-2 of the Tournament and Player Regulations of the LPGA which incorporates the Protocol.

Furthermore, every participant in an LPGA Tournament executes the Application For Tournament Entry Form, which specifically notifies her that by signing she is subject to the Program.

R-7. Venue

The venue for all hearings shall be Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.

R-8. Serving of Notice

- (a) Any papers, notices, or process necessary for the arbitration under these LPGA Procedures may be served on a party by mail addressed to the party, or its representative, at the address provided for such purpose or by personal service, in or outside of the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.
- (b) The AAA, the arbitrator and the parties may also use overnight delivery, or electronic mail (Email), to give notices required by these LPGA Procedures, provided that the method of delivery produces a record that said notices have been sent and received.
- (c) Unless otherwise instructed by the AAA or by the arbitrators, all documents submitted by any party to the AAA shall simultaneously be provided to the other party to the arbitration.

R-9. Number of Arbitrators

The dispute shall be heard and determined by a panel of three (3) arbitrators (“Arbitration Panel”).

R-10. Appointment of Arbitration Panel and Chairperson

Immediately after the Commencement Date, the AAA shall simultaneously send each party to the dispute an identical list of all names of the persons in the Arbitrator Pool (“List”). The Arbitration Panel shall be appointed as follows:

- (a) The parties are encouraged to agree to an Arbitration Panel from the List and advise the AAA of their agreement within two (2) days of their receipt of such List.
- (b) If the parties are unable to agree upon an Arbitration Panel, each party shall strike up to one-third (1/3) of the names from the List, number the remaining names in order of preference, and return the List to the AAA, within five (5) days following its receipt of the List. If a party does not return the List within the time specified, all persons named therein shall be deemed acceptable. From among the arbitrators who have been approved on the List submitted by each party, and in accordance with the designated order of preference, the AAA shall appoint the Arbitration Panel. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are

unavailable to serve, or if the appointment cannot otherwise be made from the List, the AAA shall have authority to make the appointments from its national roster of arbitrators.

- (c) The Arbitration Panel chosen shall designate one (1) arbitrator as chairperson. If the Arbitration Panel is unable, within three (3) days following selection, to designate a chairperson, then the AAA shall designate such chairperson.
- (d) A vacancy (i.e., an arbitrator who becomes unavailable or experiences a conflict of interest after appointment) shall be filled by the AAA in accordance with the provisions set forth in R-10-a and R-10-b.

R-11. Notice to Arbitrator of Appointment

Notice of the appointment shall be sent to the arbitrators by the AAA, together with a copy of these PGA Procedures, and the signed acceptance of the arbitrators shall be filed with the AAA prior to the preliminary hearing.

R-12. Disclosure and Challenge Procedure

Any person appointed as an arbitrator shall disclose to the AAA any circumstance likely to affect impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. The AAA shall immediately communicate this information to the parties. Both parties shall have three (3) business days to object to the continued service of an arbitrator. Upon objection of a party to the continued service of an arbitrator, the AAA shall promptly determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive and binding.

R-13. Communication with Arbitrator

No party and no one acting on behalf of a party shall communicate with an arbitrator or a candidate for arbitrator about any aspect of the arbitration, except in the presence (physical or virtual) of the other party, or in a writing copied to the other party. Unless the parties agree otherwise or the Arbitration Panel so directs, all communications from the parties to an arbitrator shall be sent to the AAA for transmittal to the Arbitration Panel.

R-14. Preliminary Hearing

- (a) The Arbitration Panel shall schedule a preliminary hearing with the parties and/or their representatives no later than ten (10) business days after constitution of the Arbitration Panel. The preliminary hearing shall be conducted by telephone.
- (b) During the preliminary hearing, the parties and the Arbitration Panel shall discuss the future conduct of the case, including clarification of the issues, charges and defenses,

exchange of information, a schedule for the hearings and any other relevant preliminary matters.

- (c) The Arbitration Panel may require, if it deems appropriate, written briefs from both parties. If written briefs are required, the Arbitration Panel shall issue directions in connection with such briefs. As a general rule, subject to modification by the Arbitration Panel, the LPGA shall submit one (1) written brief, stating the charge, basis for charge, and the penalty sought to be imposed, to the AAA within 30 days of Provisional Suspension. The Player shall submit one (1) response brief, including an answer to the LPGA charge and any applicable defenses, to the AAA within 60 days of Provisional Suspension. Five (5) business days after submission of the response brief, no party may raise any new claim or defense without consent from the other party.

R-15. Exchange of Information

- (a) At the request of any party or at the discretion of the Arbitration Panel, consistent with the expedited nature of arbitration, the Arbitration Panel may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.
- (b) The party seeking information bears the burden of establishing entitlement to the information. Parties directed to produce information shall do so within 45 days after the Provisional Suspension unless new evidence is discovered which by due diligence could not have been discovered within such time, in which case information shall be exchanged as soon as discovered. The Arbitration Panel is authorized to resolve any disputes concerning the exchange of information, which should be resolved no later than fourteen (14) business days prior to the hearing.
- (c) The Arbitration Panel cannot compel the LPGA to disclose any confidential information about Players who are not parties to the arbitration, including information about any other Player's drug testing results or medical waiver applications. However, on request of the Arbitration Panel or a party, the LPGA shall produce copies of prior Arbitration Panel and CAS decisions relating to the Program, with all information directly or indirectly identifying the charged Player redacted.
- (d) Unless otherwise agreed by the parties or ordered by the Arbitration Panel, at least seven (7) business days prior to the hearing, the parties shall exchange copies of all exhibits and written evidence (including list of witnesses to be called and one (1) or two (2) paragraphs summarizing the subject matter of each witness' testimony) they intend to submit at the hearing. After such exchange, the parties shall not be authorized to produce further information at the hearing, except by mutual agreement or if the Arbitration Panel so permits on the basis of exceptional circumstances.

R-16. Time Parameters for Arbitration Hearing

Except as may be mutually agreed by the parties or upon the request of a single party for good cause as may be determined by the Arbitration Panel, the hearing shall be completed within 90

days of the LPGA's issuance of the Provisional Suspension. On good cause shown by either party, the Arbitration Panel may extend the 90-day time limit; provided, however that absent extraordinary circumstances said extension shall not exceed 60 days. A party or parties causing a postponement of a hearing may be charged a postponement fee, as set forth in the AAA administrative fee schedule. Hearings shall be closed to the public. The arbitrators and AAA shall maintain the privacy and confidentiality of the hearings.

R-17. Attendance at Hearings and Absence

- (a) Only the parties and their representatives are entitled to attend the entire hearing. Witnesses offering admissible testimony are entitled to attend the hearing to offer testimony, but shall be excluded from other portions of the hearing at the discretion of the Arbitration Panel. However, unless the interests of justice require otherwise, the Arbitration Panel shall permit expert witnesses to attend the full hearing in order to advise the parties and their representatives. If the parties agree, or the Player charged with a doping offense requests and the Arbitration Panel agrees, hearings may be conducted telephonically.
- (b) The arbitration may proceed in the absence of any party or representative who, after due notice, fails to appear or respond. An award shall not be made solely on the default of a party. The Arbitration Panel shall require the party who is present to submit sufficient evidence to justify an award.

R. 18. Legal Representation

The Player has the right to be represented by counsel, retained at her own expense. A Player intending to be so represented shall notify the LPGA and the AAA of the name, address, and telephone numbers of the representative within three (3) days following retention of said legal representative.

R-19. Oaths

Following appointment, each arbitrator may take an oath of office and, if required by law, shall do so. The Arbitration Panel may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-20. Stenographic Record

The LPGA shall make arrangements directly with a stenographer for attendance at the hearing, but not preliminary, interim, or post hearing proceedings, if any. The LPGA shall provide a copy of the hearing transcript to the player, at no charge.

R-21. Official Language of Proceedings and Interpreters

The proceedings shall be conducted in, and the Arbitration Panel's decision shall be issued in English. The Player has a right to an interpreter at the hearing, at her own cost and expense and by her own arrangement.

R-22. Conduct of Hearing

- (a) The chairperson shall issue directions with respect to the hearing and set the hearing date.
- (b) There shall be one (1) hearing during which the Arbitration Panel hears the parties and witnesses as well as the parties' final oral arguments. The LPGA shall first present evidence to support its charge(s). The Player shall then present evidence to support its defense. The Arbitration Panel has the discretion to allow rebuttal testimony, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case. Witnesses for each party shall also submit to questions from the Arbitration Panel and the adverse party. The parties may agree to waive oral hearings in any case.
- (c) The hearings for multiple contemporaneous offenses, pursuant to Section K-5 of the Program, may be consolidated into one (1) hearing, at the discretion of the Arbitration Panel or upon the agreement of the LPGA and the Player charged with a doping offense.

R-23. Evidence and Witnesses

- (a) The Player has the right to respond to charges and present evidence, including the right to call witnesses in her defense and question witnesses against her. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence, to be filed with the AAA for transmission to the Arbitration Panel, as the Arbitration Panel may deem necessary to an understanding and determination of the doping allegation. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the Arbitration Panel and all parties, except where any of the parties is intentionally absent, in default or has waived the right to be present. Upon application to and approval by the Arbitration Panel, the Arbitration Panel may accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise). The Arbitration Panel shall adhere to applicable principles of legal privilege.
- (b) The party requesting witnesses shall be responsible for the availability and costs of its witnesses.
- (c) Hearings conducted pursuant to these LPGA Procedures shall incorporate the proofs and evidentiary standards (including, but not limited to, Section E) of the Protocol.

R-24. Closing of Hearing

The Arbitration Panel shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Arbitration Panel shall declare the hearing closed. If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. The time limit within which the Arbitration Panel is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

R-25. Reopening of Hearing

The hearing may be reopened on the Arbitration Panel's initiative, or upon application of a party, at any time before the award is made. If reopening the hearing would prevent the completion of the hearing process specified in R-16, the matter may not be reopened unless the parties agree on an extension of time. In any case, the Arbitration Panel shall have ten (10) business days from the closing of the reopened hearing within which to make an award.

R-26. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these LPGA Procedures has not been complied with and who fails to state an objection in writing or orally in a recorded hearing shall be deemed to have waived the right to object.

R-27. Majority Decision

The decision of any two (2) arbitrators on any issue shall be conclusive of that issue.

R-28. Time of Award

The award shall be made promptly by the Arbitration Panel and, unless otherwise agreed by the parties, no later than ten (10) business days from the date of the closing of hearing.

R-29. Form and Delivery of Award

Any award shall be in writing and signed by a majority of the Arbitration Panel, executed in the manner required by law. In all cases, the Arbitration Panel shall render a reasoned award. The Arbitration Panel shall confidentially provide its written decision to the AAA who should distribute it to the Player (or her legal representative) and the LPGA only. All awards rendered pursuant to this hearing must be held in the strictest confidence by all parties to the proceedings, including the AAA and the Arbitration Panel.

R-30. Modification of Award

Within 20 days after the transmittal of an award, any party, upon notice to the other party, may request the Arbitration Panel, through the AAA, to correct any clerical, typographical, or computational errors in the award. The other party shall be given ten (10) days to respond to the

request. The Arbitration Panel is not empowered to redetermine the merits of any charge already decided. The Arbitration Panel shall dispose of the request within 20 days after transmittal by the AAA to the Arbitration Panel of the request and any response thereto.

R-31. Appeal Rights

Either the LPGA, or the Player subject to an award, may appeal to the CAS any decision of the Arbitration Panel finding that a doping offense has or has not occurred, or any decision imposing a penalty. All appeals shall be handled in accordance with the “General Proceedings” and the “Special Provisions Applicable to the Appeal Arbitration Proceedings” published by the CAS (*see* <http://www.tas-cas.org/en/info/frminf.htm> or <http://www.tas-cas.org>). Appeals to CAS filed under these LPGA Procedures shall be heard in Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate. The AAA shall furnish copies of any initial hearing documents requested by CAS in connection with CAS proceedings. The decisions of CAS shall be final and binding on all parties and shall not be subject to any further review or appeal.

R-32. Applications to Court and Exclusion of Liability

- (a) Notwithstanding the fact that Section J of the Program provides that arbitration is the exclusive dispute resolution mechanism, no judicial proceeding initiated by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party’s right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these LPGA Procedures is a necessary party in judicial proceedings relating to the arbitration.
- (c) Parties to an arbitration under these LPGA Procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal, state, or foreign court having jurisdiction thereof. The AAA shall, upon the written request of a party, furnish to the party, at the party’s expense, certified copies of any papers in the AAA’s possession that may be required in the judicial proceedings relating to the arbitration.
- (d) Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these LPGA Procedures.

R-33. Interpretation and Application of LPGA Procedures

The Arbitration Panel shall interpret and apply these LPGA Procedures insofar as they relate to the Arbitration Panel’s powers and duties. If a difference arises among the Arbitration Panel concerning the meaning or application of these LPGA Procedures, it shall be decided by a majority vote. If that is not possible, either the Arbitration Panel or a party may refer the question to the AAA for final decision.