2019 LPGA Anti-Doping Program Protocol

A. Definitions

As used in relation to the LPGA Anti-Doping Program, the defined terms below will have the meaning stated in this Section A.

1. **A-Sample**: The biological material collected from a Player, pursuant to this Protocol, which has been placed into a container marked with the letter “A,” followed by an identification number.

2. **Administration**: Providing, supplying, supervising, facilitating, or otherwise participating in another Player’s Use or Attempted Use of a Prohibited Substance or Prohibited Method.

3. **Administrator**: The person(s) designated as such by the LPGA to oversee the Program.

4. **Adverse Analytical Finding**: A report from a WADA-accredited laboratory or other WADA-approved entity that, consistent with the WADA International Standard for Laboratories and related technical documents, identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method.

5. **Aggravating Circumstances**: Circumstances where the Player’s Doping Offense was intentional, meaning the Player engaged in conduct which she knew constituted a Doping Offense, or knew that there was significant risk that the conduct might constitute or result in a Doping Offense and manifestly disregarded that risk. The Administrator will analyze such circumstances and determine application on a case-by-case basis. If the appellate process is initiated pursuant to Section J, in order to apply Aggravating Circumstances, LPGA shall have the burden of establishing, to the comfortable satisfaction of the Appellate Panel, that the Doping Offense was intentional. Consistent with Section K(2)(A)(iv) of the Protocol, Aggravating Circumstances will result in disciplinary action incremental to the suspension periods defined in Section K(2)(A)(i)-(iii), respectively.

6. **Anti-Doping Official**: Any person authorized by the LPGA or the Testing Agency to implement, enforce or administer the Program under this Protocol, including, but not limited to: Sample Collection Personnel, Escorts, laboratory analysts, DCOs, arbitrators, investigators, the Administrator(s), TUE Appeal Specialist(s), and members of the Medical Advisory Committee, TUE Panel, and other committees involved in Doping Control.

7. **Appellate Panel**: A panel of three (3) arbitrators who decide, pursuant to the Player’s appellate option under Section J, whether a Doping Offense was committed, and what the appropriate penalty should be.
8. **Appellate Procedures:** The set of procedures that govern the appellate process identified in Section J, such procedures as outlined in “Exhibit C”.

9. **Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of a Doping Offense; provided, however, there shall be no Doping Offense based solely on an Attempt to commit a Doping Offense if the Player renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.

10. **B-Sample:** The biological material collected from a Player, pursuant to this Protocol, which has been placed into a container marked with the letter “B,” followed by the same identification number as listed on the A-Sample.

11. **Blood Collection Specialist:** A phlebotomist, registered and licensed nurse, medical assistant, paramedic or other healthcare professional who (i) possesses the qualifications to draw blood, as determined by the Testing Agency, (ii) is recognized by the relevant state or governmental authorities, (iii) has experience in blood sample collections, and (iv) has been approved by the Testing Agency to perform the Sample Collection.

12. **Chain of Custody:** The documentation that accounts for the whereabouts of a Sample from the time it has been sealed at the Doping Control Station, until it is analyzed by the WADA accredited laboratory.

13. **Doping Control:** The specific elements of the Program including: Test distribution planning, the selection and notification of Players for Testing, Sample Collection, Sample handling, Testing, Sample transport to the laboratory, laboratory analysis, TUEs, results management and adjudication proceedings.

14. **Doping Control Officer (or ‘DCO’):** An official who has been authorized by the LPGA and the Testing Agency with delegated responsibility for the management of Sample collection.

15. **Doping Control Station:** The location where a Sample is collected.

16. **Doping Offense(s):** Any act(s) by a Player in violation of Section D of this Protocol.

17. **Drugs of Abuse:** The following substances which are normally associated with social abuse (and are often times obtained illegally) rather than athletic performance enhancement and which go against the spirit of our sport will be considered Drugs of Abuse: cannabinoids (e.g., cannabis, hashish, and marijuana), synthetic cannabinoids (e.g., Δ9-tetrahydrocannabinol (THC) and other cannabimimetics), Buprenorphine, Dextromoramide, Diamorphine (heroin), Fentanyl and its derivatives, Hydromorphone, Methadone, Morphine, Nicomorphine, Oxycodone, Oxymorphone, Pentazocine and Pethidine.
18. **Drug Testing Processing Form(s) (or “DPF(s)”)**: The Player Sample processing form that is used in conjunction with the SCAN system, detailing certain information about the Player’s Test.

19. **Escort(s)**: An official or volunteer who is trained and authorized by either the Testing Agency or the LPGA to carry out specific duties, including notifying the Player of her selection for Testing, and accompanying and observing the Player until her arrival at the Doping Control Station.

20. **Failure to Comply**: A term used to describe a Player’s unwillingness or refusal to cooperate with Sample Collection.

21. **Fault**: Any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player’s degree of Fault include, for example, the Player’s experience, special considerations such as disability, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player’s degree of Fault, the circumstances considered must be specific and relevant to explain the Player’s departure from the expected standard of behavior. Fault will only be considered in relation to Section K-3.

22. **In-Competition**: The period commencing at midnight the night before the first day of a Tournament in which a Player is entered through the latter of midnight of the day a Player finishes participating in a Tournament and completion of the Player’s Sample Collection in connection with a Tournament.

23. **in writing**: The term “in writing” includes either a document printed or handwritten on paper (or similar medium), or an electronic-mail message.

24. **LPGA**: The Ladies Professional Golf Association, an Ohio nonprofit membership organization, or the staff of the Ladies Professional Golf Association; primarily, but not exclusively, the Administrator.

25. **Marker**: A compound, group of compounds, or biological parameters that indicate the application, ingestion, injection or consumption by any means of any Prohibited Substance, Drug of Abuse, or Use of any Prohibited Method.

26. **Medical Advisory Committee**: A group of medical doctors and/or lawyers who assist and advise the LPGA on medical and anti-doping issues, and who review and make determinations about requests for TUEs filed pursuant to this Protocol.

27. **Metabolite**: Any substance produced by a biotransformation process in the human body.

28. **Monitored List**: A list of substances and methods capable of detection in a Sample that is not currently included in the Prohibited List, but which laboratories may be asked to
identify while analyzing Samples in order to provide the LPGA with information of their Use and/or abuse by Players.

29. **Out-of-Competition Testing**: Any Doping Control which is conducted on a Player which is not In-Competition.

30. **Player**: Any person who either (i) is a member of the LPGA, (ii) is a member of the Symetra Tour, (iii) who seeks to enter or who has entered any Tournament; or (iv) who was a member of the LPGA or Symetra Tour or competed in a Tournament when such person committed a Doping Offense.

31. **Possession**: The actual, physical possession of a Prohibited Substance or Prohibited Method; provided, however, that there shall be no Doping Offense based solely on possession if, prior to receiving notification of any kind that the Player has committed a Doping Offense, the Player has taken concrete action demonstrating that the Player never intended to have possession and has renounced possession by explicitly declaring it to the LPGA. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or any other means) of a Prohibited Substance or Prohibited Method constitutes possession by the Player who makes the purchase.

32. **Program**: The Anti-Doping Program that applies to all Players.

33. **Protocol**: This written explanation of the Program, including any and all attachments and exhibits.

34. **Prohibited List**: The list published by the LPGA that identifies the Prohibited Substances and Prohibited Methods applicable to Players, as may be updated from time-to-time as provided in this Protocol.

35. **Prohibited Method**: Any method described on the Prohibited List as a Prohibited Method.

36. **Prohibited Substance**: Any substance within the categories of substances described on the Prohibited List as Prohibited Substances.

37. **Provisional Suspension**: The discretionary suspension of a Player from Tournament competition, based upon an A-Sample and B-Sample Adverse Analytical Finding, that takes effect prior to a formal decision regarding whether a Doping Offense has occurred.

38. **Q-School**: The qualifying golf tournaments or series of tournaments where a Player can participate in order to obtain membership on the LPGA and/or Symetra Tour.

39. **Reinstatement Testing**: The Out-of-Competition Testing of a Player who is serving a suspension penalty under this Protocol and has indicated her intention to resume Tournament competition after satisfying her penalty obligations.
40. **Sample**: Biological material (including, without limitation, urine and/or blood) collected for the purposes of *Doping Control*.

41. **Sample Collection**: All of the sequential activities that directly involve the *Player* from the time of notification of selection for *Testing* until the *Player* leaves the *Doping Control Station* after having provided a testable *Sample*.

42. **Sample Collection Equipment**: Containers or apparatus (including their packaging) used to directly collect or hold the *Player’s Sample* at any time during *Sample Collection*, including, but not limited to, needles, blood-draw holders, tourniquets, sterile disinfectant pads, gloves, adhesive bandages and gauze, beakers, and vacutainer tubes for collecting the *Sample*, sealable and tamper proof bottles and lids for securing the *Sample*, numbered seals for identifying the *Sample*, refractometer for measuring a *Sample’s* specific gravity, transport kits, cold boxes and temperature data loggers to transport the *Sample*, and other materials used from time-to-time during a *Sample Collection*.

43. **Sample Collection Personnel**: A collective term for qualified officials authorized by the *Testing Agency* and *LPGA* who carry out or assist with duties of *Sample Collection* (for clarity, the *DCO* and *Blood Collection Specialist* are each considered *Sample Collection Personnel*).

44. **Secure Collection Automated Network (or “SCAN”)**: *Testing Agency’s* paperless *Chain of Custody* technology used during the *Sample Collection*.

45. **Standards For Testing**: A set of standards attached to this *Protocol* as “Exhibit A”).

46. **Strict Liability**: The lack of necessity that intent, *Fault*, negligence or knowing *Use* of the *Player’s* part be demonstrated in order to establish a *Doping Offense*.

47. **Substantial Assistance**: For purposes of Section K-5, a *Player* providing *Substantial Assistance* must: (1) fully disclose in a signed written statement all information she possesses in relation to *Doping Offenses*, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the *LPGAs* or an *Appellate Panel*. Further, the information provided must be credible and must comprise an important part of any *LPGA* case which is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

48. **Support Personnel**: Any coach, trainer, manager, agent, representative, translator, caddie, family member, friend, medical or para-medical personnel, advisor, etc. working with or treating a *Player*.

49. **Symetra Tour**: The developmental tour for golfers seeking to play on the *LPGA* tour.
50. **Tampering:** Altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring; providing fraudulent information to the LPGA; or intimidating or attempting to intimidate a potential witness.

51. **Test or Testing:** The parts of the Doping Control process involving: Test distribution planning (which may be based on random and/or target strategies as developed by the Administrator in her sole discretion), selection and notification of Players for Testing, Sample collection, Sample handling, Sample transport to the laboratory, and laboratory analysis of Samples.

52. **Testing Agency:** The outside vendor(s) who is/are responsible for managing the Testing process and assisting the LPGA with implementing all aspects of the Program, including any investigation related to the Testing process.

53. **Therapeutic Use Exemption (or “TUE”):** A formal decision issued by the TUE Panel or TUE Appeal Specialist that grants permission to a Player with a documented medical condition to Use, prospectively or retroactively, an otherwise Prohibited Substance, Drug of Abuse, or Prohibited Method.

54. **Trafficking:** Selling, transporting, sending, delivering or distributing a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player or Player’s Support Personnel; provided, however, that this definition shall not include the actions of “bona fide” medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification.

55. **TUE Panel:** A panel comprised of three (3) members of the Medical Advisory Committee, who decide whether to grant or deny a TUE.

56. **TUE Appeal Specialist:** A doctor (who is not a member of the TUE Panel) appointed by the LPGA to decide appeals challenging the grant or denial of a TUE.

57. **Tournament:** Any professional ladies golf tournament, including, without limitation, any LPGA or Symetra Tour co-sponsored or approved golf competition (for sake of clarity, Tournament includes all stages of Q-School).

58. **Use:** The utilization, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance, Prohibited Method, or Drug of Abuse.

59. **WADA:** The World Anti-Doping Agency, an international, independent organization created in 1999 to promote, coordinate, and monitor the fight against doping in sport in all its forms.
60. **WADA International Standard for Laboratories:** A standard for laboratories adopted by WADA. Compliance with the WADA International Standard for Laboratories (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures were performed properly. The WADA International Standards for Laboratories shall include any technical documents issued by WADA.

61. **Women’s World Golf Rankings (or “WWGR”):** The comprehensive world rankings system for women’s golf.

**B. Purpose and Scope**

1. **Purpose:** The purpose of the Program is to preserve competitive equity of Tournament play, deter Use of Prohibited Substances and Prohibited Methods, and protect the health of Players.

2. **Scope:** The Doping Control rules in this Protocol govern all Players, regardless of age or membership status.

3. **Clean Players:** The Program is designed to protect the collective interests of Players who compete “clean” in Tournaments.

4. **Interpretation:** This Protocol, the Prohibited List, the Standards for Testing, and the Appellate Procedures are intended to be authoritative unless and until formally amended by LPGA. No LPGA or Symetra Tour employee or representative has the authority to provide information that is inconsistent with this Protocol, the Prohibited List, the Standards for Testing, or the Appellate Procedures. Players may not rely on any information provided by an LPGA or Symetra Tour employee or representative other than the Administrator. Reliance on any information provided by anyone other than the Administrator shall not excuse an offense or mitigate a penalty.

**C. Roles and Responsibilities**

1. **Player Responsibilities:** Each Player shall be responsible for:
   a. **Knowledge of Doping Offenses and Prohibited List:** Knowing what types of conduct may constitute a Doping Offense and what substances and methods are on the Prohibited List;
   b. **Compliance with Protocol:** Making herself available for Sample collection and complying with the instructions of Anti-Doping Officials, as well as acting in a professional manner at all times;
   c. **Caution:** Understanding that she is ultimately responsible for Use – whether intentional or inadvertent – of all Prohibited Substances, Prohibited Methods, and Drugs of Abuse and that she will be subject to Strict Liability regarding Doping Offenses;
d. **Education of Support Personnel:** Informing *Support Personnel* of her obligation not to use *Prohibited Substances, Drugs of Abuse*, and *Prohibited Methods* and ensuring that medical personnel do not administer treatment that violates this *Protocol*; and

e. **Upholding Integrity:** Complying with this *Protocol* honestly and in good faith.

2. **LPGA Responsibilities:** The LPGA shall be responsible for:

a. **Operation and Administration:** Adopting, implementing, and administering all aspects of the *Program*;

b. **Revisions to Program:** Writing, revising and publishing the *Protocol, Prohibited List, Standards for Testing*, and *Appellate Procedures*;

c. **Availability of Program Information:** Ensuring that the most up-to-date *Protocol, Prohibited List, and Drugs of Abuse* are available on the LPGA Web site;

d. **Player Commitment to Comply:** Requiring, as a condition of membership and/or competing in or participating in any *Tournament*, that each *Player* recognize and abide by the terms of this *Protocol*;

e. **Imposition of Penalties:** Taking appropriate action to discourage and penalize non-compliance with this *Protocol*; and

D. **Doping Offenses**

Each of the following acts, omissions, or events shall constitute a *Doping Offense* and may result in the imposition of a penalty:

1. **Presence of a Prohibited Substance:** The presence of a *Prohibited Substance* or its *Metabolites or Markers* in a *Player’s Sample* collected and analyzed in conformity with this *Protocol*, the *Standards for Testing* and the WADA *International Standard for Laboratories*.

   a. **Strict Liability:** It is each *Player’s* personal duty to ensure that no *Prohibited Substance* enters her body. *Players* are responsible for any *Prohibited Substance* or its *Metabolites or Markers* found to be present in their *Samples* and are subject to **Strict Liability** for any such *Doping Offense*.

   b. **Proof of Doping Offense:** Sufficient proof of a *Doping Offense* under this Section is established by either of the following: presence of a *Prohibited Substance* or its *Metabolites or Markers* in the *Player’s A-Sample* where the
Player waives analysis of the B-Sample and the B-Sample is not analyzed; or, where the Player’s B-Sample is analyzed and the analysis of the Player’s B-Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player’s A-Sample.

c. **Prohibited Substance Thresholds:** Excepting those substances for which a quantitative threshold or other criteria is specifically identified in the Prohibited List, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a Player’s Sample shall constitute a Doping Offense.

2. **Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method:** Evidence of a Player’s Use of or a Player’s Attempt to Use a Prohibited Substance or a Prohibited Method as defined on the Prohibited List.

   a. It is each Player’s personal duty to ensure that no Prohibited Substance enters her body and that no Prohibited Method is Used, and a Player is subject to Strict Liability for any such Doping Offense.

   b. The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for a Doping Offense to be committed.

3. **Evading or Refusing Sample Collection:** Evading or refusing Sample Collection or failing, without compelling justification, to submit to Sample Collection as authorized in the Standards for Testing.

4. **Filing Failures and Missed Out-of-Competition Tests:** As it relates to Reinstatement Testing only, any combination of three (3) missed Out-of-Competition Tests and/or whereabouts filing failure violations, as defined in Section E-4 and E-5 below, within a 12-month period, shall constitute a Doping Offense.

5. **Tampering or Attempted Tampering with any part of Doping Control:** Conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods.

6. **Possession of a Prohibited Substance or a Prohibited Method:** Possession by a Player of any Prohibited Substance or Prohibited Method, unless the Player establishes that the Possession is consistent with a TUE in accordance with Section G or other acceptable justification.

7. **Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method.**
8. **Administration to any other Player of any Prohibited Substance or Prohibited Method.**

9. **Complicity in a Doping Offense:** Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity involving a *Doping Offense* or any *Attempted Doping Offense* by another *Player*.

**E. Proof of Doping Offenses**

1. **Strict Liability:** Providing a *Sample* that contains a *Prohibited Substance* or evidences a *Prohibited Method* is, in itself, evidence of a *Doping Offense*.

2. **Burdens and Standards of Proof:** If the appellate process is initiated pursuant to Section J, LPGA shall have the burden of establishing that a *Doping Offense* occurred, the standard of proof of which shall be whether the LPGA has established a *Doping Offense* to the comfortable satisfaction of the *Appellate Panel* bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where this *Protocol* places the burden of proof upon the *Player* alleged to have committed a *Doping Offense* to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability.

3. **Methods of Establishing Facts and Presumptions:** Facts related to *Doping Offenses* may be established by any reliable means, including admissions. The following rules of proof shall apply in doping cases:

   a. WADA-accredited laboratories, and other laboratories approved by WADA, are presumed to have conducted *Sample* analysis and custodial procedures in accordance with the *WADA International Standard for Laboratories*. The *Player* may rebut this presumption by establishing that a departure from the *WADA International Standard for Laboratories* occurred which could reasonably have caused the *Adverse Analytical Finding*. If the *Player* rebuts the preceding presumption by showing that a departure from the *WADA International Standard for Laboratories* occurred which could reasonably have caused the *Adverse Analytical Finding*, then the LPGA shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding*.

   b. The *Testing Agency* and LPGA are presumed to have conducted *Testing* in accordance with the *Protocol* and the *Standards for Testing*. A *Player* may rebut this presumption by establishing that a significant departure from this *Protocol* and/or the *LPGA Standards for Testing* occurred. If the *Player* rebuts the presumption, the LPGA shall have the burden of establishing that any departure from this *Protocol* and/or the *LPGA Standards for Testing* did not cause the *Adverse Analytical Finding*. 


c. The facts established by a decision of a court of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the Player whom the decision pertained of those facts.

d. If applicable pursuant to Section I-8, the Appellate Panel may draw an inference adverse to the Player (and make a final ruling based on such inference) who is asserted to have committed a Doping Offense based on the Player’s refusal, after a request made in reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the Appellate Panel) and to answer questions from the Appellate Panel or the LPGA.

e. Analytical methods or decision limits approved by WADA, after appropriate consultation within the relevant scientific community and which have been the subject of peer review, are presumed to be scientifically valid. Either party may seek to rebut this presumption of scientific validity.

4. Whereabouts Filing Failure Violation(s): As it relates to Reinstatement Testing only, a Player may only be declared to have committed a whereabouts filing failure where the LPGA can prove each of the following:

a. Evidence indicating that the LPGA notified Player:
   i. Of her inclusion in the Out-of-Competition Testing Pool;
   ii. Of her obligation to provide whereabouts filing information; and
   iii. Of the consequences that flow from whereabouts filing failures;

b. The Player failed to comply with one (1) of the following whereabouts filings requirements:
   i. Failure to make filing(s);
   ii. Failure to include all of the information required in Section C-3-a of the Standards for Testing;
   iii. Failure to timely update information; or
   iv. Providing inaccurate or insufficient information so as to hinder or prohibit the Testing Agency from locating the Player for Testing; and

c. The Player shall be presumed to have committed the filing failure upon proof that she failed to comply with one (1) of the whereabouts filing requirements (See Section E-4-b of the Protocol), after receiving the notice required under Section E-4-a of the Protocol.
5. Missed Test Violation(s): As it relates to Reinstatement Testing only, a Player may only be declared to have committed a missed Test where the LPGA can prove each of the following:

a. Evidence indicating that the LPGA notified Player:
   i. Of her inclusion in the Out-of-Competition Testing Pool;
   ii. Of the consequences that flow from an Out-of-Competition missed Test;

b. The Sample Collection Personnel made reasonable repeated attempts to locate (short of giving the Player advance notice) and Test the Player during the time periods and at the related locations indicated on her whereabouts filing; and

c. A missed Test violation shall be presumed upon the LPGA’s establishment of Sections E-5-a and E-5-b above.

F. The Prohibited List; Drugs of Abuse

1. Publication of Prohibited List and Drugs of Abuse: The LPGA shall publish a Prohibited List and the Drugs of Abuse at least once per calendar year. Publication shall take place on or before the first Tournament of the then-current year and shall apply to Testing to be conducted in such year. Thereafter, LPGA shall have the sole discretion to revise the Prohibited List and Drugs of Abuse during any calendar year; provided, however, that any such revision(s) will not take effect for at least sixty (60) days from the date of publication of the revision(s). Any such revision(s) shall be promptly published and made available to all Players; revisions shall be deemed published when posted on the LPGA Web site.

2. Criteria for Prohibited Substances and Prohibited Methods: The LPGA shall include substances or methods on the Prohibited List if they meet one (1) of the following criteria, or under circumstances noted below in Section F-5 of the Protocol:

a. Performance Enhancement: Medical or other scientific evidence, pharmacological effect or experience that the substance or method, alone or in combination with other substances or methods, has the potential to enhance or actually enhances sport performance.

b. Disruption of Spirit of Sport or Competitive Equity: The LPGA’s determination that the Use of the substance or method violates the spirit of sport and/or disrupts competitive equity.
c. **Health Risks:** Medical or other scientific evidence, pharmacological effect or experience that the *Use* of the substance or method represents an actual or potential health risk to *Players*.

3. **Categories of Substances Prohibited:** The *Prohibited List* shall identify *Prohibited Substances* and *Prohibited Methods* either by general category (e.g., “anabolic agents”) or by specific reference to a particular substance or method. The *Prohibited List* need not specifically identify all substances in a particular category in order for a substance to be considered prohibited; alchemically or pharmacologically related compounds and substances that fall within a general category on the *Prohibited List* are prohibited.

4. **Masking Agents:** A substance or method may also be included on the *Prohibited List* if the substance or method has potential to mask the *Use* of other *Prohibited Substances* and *Prohibited Methods*.

5. **LPGA as Decision-Maker:** The determination to include a substance or method on the *Prohibited List* shall be within the sole discretion of the *LPGA*, is final, and shall not be subject to challenge by a *Player* based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk, or violate the spirit of sport.

6. **Monitored List:** The *LPGA* may establish a *Monitored List* of substances and methods so that it can evaluate whether those substances or methods should be included on the *Prohibited List*. Laboratories shall report *Adverse Analytical Findings of Samples* pertaining to substances and methods on the *Monitored List* anonymously, identifying only the date and place of *Sample* collection. *Use* of substances or methods on the *Monitored List* shall not constitute a *Doping Offense* under this *Program*.

7. **Drugs of Abuse:** The *LPGA* will *Test* for *Player Use* of *Drugs of Abuse*. The laboratory will report positive results of *Samples* pertaining to *Drugs of Abuse* to the *LPGA* and *Testing Agency*. The presence of a *Drug of Abuse* in a *Player’s Sample* collected in connection with *Testing* will not be considered a *Doping Offense*, but shall be considered a violation of the Code of Ethics and Standards of Conduct sections of each of the *LPGA* and *Symetra Tour* “Tournament and Player Regulations”, each of the foregoing regulatory documents hereby incorporated by reference. Such a violation will result in a “Major Penalty,” imposable by the *LPGA*, unless an applicable *TUE* was in effect or there was an apparent departure from *Standards for Testing* that clearly invalidates the positive finding.

G. **TUEs**

1. **TUE Application:** The “TUE Application Form and Procedures” (See “Therapeutic Use Exemption (TUE) Application” and “Therapeutic Use Exemption (TUE) Application Procedures” attached to this *Protocol* as “Exhibit B” and incorporated herein by reference) allows *Players* with documented medical conditions requiring the *Use* of a *Prohibited Substance* or a *Drug of Abuse* to request a *TUE*. The *TUE*
Application and Procedures may be updated from time-to-time as deemed necessary and appropriate by the LPGA, and shall also be posted on the LPGA Web site.

2. **Compliance of Player:** The Player shall be responsible for properly following the “TUE Application Procedures.”

3. **TUE Application Procedures:** A Player may request a TUE by submitting a TUE Application to the Administrator at least forty-five (45) days prior to participation in the first Tournament where the Player would like the TUE to be in effect. After verifying that the TUE application is complete, the Administrator shall promptly forward the TUE Application to the appropriate TUE Panel for a decision. The TUE Panel shall review the application to determine whether any medications listed thereon are on the Prohibited List or within the Drugs of Abuse definition. Thereafter, the TUE Panel shall promptly report to the Administrator that the medication(s) listed is/are not prohibited, or its granting or denial of a TUE to any Player. The TUE Panel shall specify in its decision the dosage of medication(s) permitted and length of time the TUE is valid, as applicable. The Administrator will promptly notify the Player of the TUE Panel’s decision.

4. **Retroactive TUE:** Players are cautioned that the Use of a Prohibited Substance or Prohibited Method without prior TUE approval is at their own risk and that the only way to ensure such Use will not result in a Doping Offense is by obtaining an approved TUE prior to the Use of any such substance or method. To be clear, LPGA will consider the submission of an application for retroactive TUEs; however, the Player does so at her own risk and LPGA makes no guarantee regarding the approval of a TUE under such circumstances. Retroactive TUEs will only be considered and approved in cases involving circumstances where the TUE would have been granted if applied for in advance and the Player establishes with clear medical evidence that the Prohibited Substance was (a) not used to enhance performance; and (b) used for a medically justified, legitimate purpose.

5. **Appeal of Denial of Application:** The Player, or the LPGA, may appeal the TUE Panel’s decision to a TUE Appeal Specialist. Such an appeal shall be made within fourteen (14) days after the Player is notified of the TUE Panel’s decision. If such an appeal occurs, accompanying medical documents and/or information, whether required by the TUE Appeal Specialist or proffered by the Player, shall be submitted to the Administrator within 45 days after the Player is first notified of the TUE Panel’s decision, unless an extension is granted by the TUE Appeals Specialist for good cause shown. The TUE Appeal Specialist may overturn or modify a decision made by the TUE Panel if the TUE Appeal Specialist concludes that the TUE Panel’s decision was clearly erroneous. If the TUE Appeal Specialist concludes that the TUE Panel overlooked clearly applicable medical information in reaching its decision, then the TUE Appeal Specialist shall review the record de novo. The decision of the TUE Appeal Specialist shall be final and unreviewable.
6. **Mode of Review:** Except in extraordinary circumstances, all **TUE Panel** and **TUE Appeal Specialist** decisions shall be made based upon either (i) documentary submissions, or (ii) telephone conference hearings, supported by documentary submissions, if the **Administrator** concludes that such a hearing is appropriate. The **Administrator** shall have the sole discretion to determine whether extraordinary circumstances warrant holding an in-person **TUE** review hearing.

**H. Collection and Analysis of Samples**

1. **No Justification or Notice of Testing Required:** All **Players** are subject to **Testing** under this **Protocol** at any time or place without prior notice or justification, such **Testing** to be in the form of random and/or target testing as determined by the **Administrator** in her sole discretion. **LPGA** reserves the right to reasonably require that **Players** provide their whereabouts information on a case by case basis to confirm location and to permit Out-of-Competition Testing.

2. **Reinstatement Out-of-Competition Testing:** The **LPGA**, and its **Testing Agency**, reserve the right to conduct **Reinstatement Testing** throughout the course of a **Player’s** suspension period. The **LPGA** shall notify the **Testing Agency** of each **Player** who is subject to **Reinstatement Testing**. Each above-referenced **Player** shall be required to provide all relevant whereabouts information requested of her to the **Testing Agency** and/or the **LPGA** and must make herself available to the **Testing Agency** for **Reinstatement Testing**. All costs related to such **Reinstatement Testing** shall be paid by the **Player**.

3. **Testing Administered After Adverse Analytical Finding.** At any point after **LPGA** receives notice of a **Player’s** **Adverse Analytical Finding**, **LPGA** may, in its sole discretion, **Test** a **Player**. In this circumstance, the **Sample Collection** and **WADA** lab analytical costs associated with any such **Test** shall be borne by the **Player**.

4. **Laboratory Standards:** **Doping Control Samples** shall be analyzed in a **WADA:-accredited laboratory or other laboratory approved by LPGA**. The laboratory analysis results shall then be reported to the **Testing Agency** and the **Administrator**, in accordance with the **Standards for Testing**.

5. **Player Samples:** Except as provided in Section F-6 above, no **Sample** may be used by the laboratory without the **Player’s** written consent for any purpose other than to detect any substances or methods on the **Prohibited List** or within the **Drugs of Abuse** definition or to establish a **Player’s** testing patterns and profile.

**I. Results Management**

1. **Notice of Negative Testing:** The **Testing Agency** shall notify the **Administrator** of the identity of the **Players** with negative **Test** results. The **Administrator** shall then notify such **Players** of their negative **Test** results.
2. **Review for Compliance with Standards for Testing and WADA International Standard for Laboratories:** If the Testing Agency receives a report from a laboratory of an Adverse Analytical Finding, it shall conduct a review to determine whether there is any apparent departure from the Standards for Testing and/or the WADA International Standard for Laboratories that caused the Adverse Analytical Finding.

3. **Notice of Adverse Analytical Finding:** If the initial review described in Section I-2 does not reveal a procedural infirmity that clearly invalidates the Adverse Analytical Finding, the Testing Agency shall notify the Administrator of the Adverse Analytical Finding.

4. **Procedural Infirmitry:** If the initial review described in Section I-2 reveals a procedural infirmity that renders the laboratory result invalid, the Testing Agency shall notify the Administrator identifying the Player involved and await direction from the Administrator as to whether further investigation or testing is warranted.

5. **Notice of Doping Allegation to Player:** If the Administrator receives information from the Testing Agency or if information is developed through investigation that a Doping Offense may have occurred, or if there is other evidence of a Doping Offense, the Administrator shall notify the Player of the following information (if applicable):

   a. **An Adverse Analytical Finding:**
      
      i. **Rule Violated:** The anti-doping rule violated;

      ii. **B-Sample Testing:** The Player’s right to request the analysis of the B-Sample in writing within five (5) days of the Player’s receipt of notification of the Adverse Analytical Finding or, failing such request, that the B-Sample analysis may be deemed waived;

      iii. **B-Sample Attendance:** The opportunity for the Player and/or the Player’s representative to attend the opening and analysis of the B-Sample if such analysis is requested;

      iv. **Date of Laboratory Analysis:** The proposed dates, time and place for the B-Sample analysis;

      v. **Laboratory Documentation:** The Player’s right to request copies of the A-Sample and B-Sample laboratory documentation package, which includes information as required by the WADA International Standard for Laboratories; and

      vi. **Player Explanation:** The Player’s right to provide a written explanation to the Administrator with relevant facts and background information regarding the Player’s health, the Test and any related
circumstances, any contested issues, and any other relevant mitigating or extenuating factors or other information.

b. **Other Doping Offenses:**

i. **Violation:** The Article and Section alleged to have been violated and a brief description of the facts upon which the violation is based.

ii. **Opportunity for Explanation:** The Player’s right to provide a written explanation to the Administrator with relevant facts and background information regarding the Player’s health, circumstances, contested issues, and any other relevant mitigating or extenuating factors or other information.

6. **Details of B-Sample Analysis:** Unless otherwise directed by the Administrator, the B-Sample may only be analyzed in the same laboratory that analyzed the Player’s A-Sample. If a Player requests an analysis of a B-Sample, the Testing Agency will give the Player a choice of two (2) analysis dates, as provided by the laboratory. If both dates are not suitable to the Player, the Testing Agency will attempt to coordinate one (1) alternate date. If an agreement on the analysis date cannot be reached between the laboratory and the Player within three (3) business days, the Testing Agency will determine the B-Sample analysis date in consultation with the laboratory, irrespective of the availability of the Player or her representative. In the event that neither the Player nor her representative is available to be present for the B-Sample analysis, the laboratory will provide an independent surrogate, at no cost to the Player, to witness the opening and analysis of the B-Sample on the Player’s behalf.

7. **Cost of B-Sample Analysis:** Costs associated with the analysis of the B-Sample will be assessed as follows:

a. **Confirmation Result:** If the B-Sample result confirms the A-Sample result, all costs related to such analysis will be borne by the Player.

b. **Non-Confirmation Result:** If the B-Sample result does not confirm the A-Sample result, the LPGA will pay the cost of the B-Sample analysis charged by the WADA-accredited laboratory, but all other costs shall be borne by the Player.

8. **Doping Charge Determination and Penalty:** After reviewing the Player’s explanation (if any) and circumstances, the Administrator shall decide whether to charge the Player with a Doping Offense. The Player should be notified of the Administrator’s decision and resulting penalty (if any), pursuant to Section K. The penalty will be imposed ten (10) days after notification unless the Player advises the Administrator in writing that she desires to appeal the Administrator’s decision as provided in Section J below. If the Player fails to appeal within the time specified, then the Administrator’s decision shall be final and not subject to any further challenge or appeal.
9. **Player Prize Money:** The prize money (if any) earned at a *Tournament* at which the *Player’s Sample* was collected for *Testing* will be held in an account pending the laboratory analysis of the *Player’s Sample*. This prize money will be released to the *Player* if and when:

a. **Negative Test Result:** The *Player’s A-Sample* is reported by the *Testing Agency* as negative; provided that the *Testing Agency* does not report any other *Doping Offense*;

b. **Unconfirmed Test Result:** Analysis of the *Player’s B-Sample* does not confirm the result from an *A-Sample Adverse Analytical Finding*; provided that the *Administrator* determines that no further investigation is needed; or

c. **Player Found Not to Have Committed a Doping Offense:** After the appellate hearing, the *Player* is found not to have committed a *Doping Offense*.

Otherwise, the *Player* will forfeit all related prize money, ranking points, titles and awards (if any) as stated in Section K of this *Protocol*. If the *Player’s A-Sample* is reported by the *Testing Agency* as positive or there is evidence to support another *Doping Offense*, the prize money (if any) earned at a *Tournament* at which the *Player’s Sample* was collected for *Testing* will thereafter be held in an account subject to Sections 9(b) and (c) above.

10. **Provisional Suspension for Doping Offenses:** Any *Player* charged with a *Doping Offense* may be issued a *Provisional Suspension* at the discretion of the *Administrator*. If a *Doping Offense* is ultimately found to have occurred and a penalty is issued, the *Player* shall be credited for the period of time she served a *Provisional Suspension*.

11. **Player Participation During a Provisional Suspension:** Any *Player* charged with a *Doping Offense* and who has received a *Provisional Suspension* may not compete on any other women’s professional golf tour that impacts the *WWGR* during the *Provisional Suspension* period. If a *Player* violates the above prohibition, the penalty for such violation shall be an extension of her then current suspension penalty assessed under Section K-2 of the *Protocol* by fifty percent (50%), it being understood that, any time a *Player* violates the above prohibition, her suspension penalty assessed under Section K-2 shall start over as a new penalty, to commence directly after her final tournament played on another women’s professional golf tour that impacts the *WWGR* (for example purposes only, if a *Player* is charged with a *Doping Offense*, receives a *Provisional Suspension*, does not play for two (2) months, is found guilty of a *Doping Offense* and receives a one (1) year suspension, she will receive a credit for the two (2) month period of time she served a *Provisional Suspension*; however, if such *Player* then plays for a ten (10) month period on another women’s professional golf tour that impacts the *WWGR*, such *Player’s* one (1) year suspension shall thereafter start over and shall be increased by fifty percent (50%), resulting in a one and one-half (1.5) year suspension period. The *Player* may request an appellate hearing in accordance with
Section J of the Protocol to challenge the imposition of such an additional suspension penalty.

J. Appeal

1. **Appellate Hearing:** The LPGA shall provide an appellate process for any Player charged under this Protocol with a Doping Offense and who does not waive the right, or is deemed not to have waived the right, to an appellate hearing pursuant to Section I-8 above. The appellate process shall address whether a Doping Offense was committed, and, if so, what the appropriate penalty should be. The appellate process shall respect the following principles:

   a. **Legal Representation:** The Player has the right to be represented by counsel, at her own expense;

   b. **Evidence and Witnesses:** The Player has the right to respond to the charges against her and to present evidence, including the right to call witnesses in her defense and question witnesses against her. The Appellate Panel shall have the discretion to assess the admissibility of evidence and to decide whether it will accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise);

   c. **Timeframe:** A hearing shall be provided in a timely manner and shall be concluded no later than forty-five (45) days after the Administrator’s issuance of the doping charge pursuant to Section I-8;

   d. **Impartial Panelists:** The Appellate Panel shall be fair, impartial and free of any conflicts of interest with respect to the parties involved;

   e. **English Language:** The proceedings will be conducted in, and the Appellate Panel’s decision shall be issued in English. The Player has the right to an interpreter at the hearing, at her own cost and expense; and

   f. **Written Decision:** The Appellate Panel shall provide a timely, written, reasoned decision to the Player and the LPGA.

2. **Time Limit Extension:** The Appellate Panel may, upon good cause shown by either party, extend the forty-five (45) day time limit for conducting the hearing provided for in Section J-1-c above; provided, however that, absent extraordinary circumstances, said extension shall not exceed thirty (30) days.

3. **Adoption of Appellate Procedures:** The Appellate Procedures are attached to this Protocol as “Exhibit C”. The LPGA shall have the sole discretion to revise the Appellate Procedures, provided that any such revision(s) will not take effect for at least sixty (60) days from the date of publication of the revision(s). Any such revision(s)
shall be promptly published and made available to all Players; revisions shall be deemed published when posted on the LPGA Web site.

4. **Consolidation of Appellate Hearings:** Pursuant to Section K-7 of this Protocol, hearings for multiple contemporaneous offenses may be consolidated into one (1) hearing, at the discretion of the Appellate Panel or upon agreement of the LPGA and the Player charged with a Doping Offense. The Appellate Panel’s decision shall be binding on both parties. If the Player appeals pursuant to Section I-8, it is understood that all Appellate Panel decisions shall be final and shall not be subject to further judicial or other review.

5. **Venue for Appellate Hearings:** The venue for all hearings shall be in Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.

K. **Penalties**

1. **Mandatory Disqualification:**

   a. **Disqualification and Forfeiture of Prize Money:** Any Player who is found to have committed a Doping Offense shall be disqualified from the Tournament(s) at which the Doping Offense(s) occurred or the relevant Sample(s) were collected (or was sought to be collected), and she shall forfeit all related prize money, ranking points, titles, and awards (if any) earned at, or as a result of participation in, such Tournament(s).

   b. **Allocation of Forfeited Prize Money:** The priority of payment of forfeited prize money shall be: first, Sample Collection costs incurred by LPGA/Symetra Tour; second, results management and appellate costs incurred by LPGA/Symetra Tour; and, third, LPGA business initiatives consistent with the mission and purpose of the LPGA, such initiatives as determined by LPGA in its discretion. For avoidance of doubt, forfeited prize money will not be reallocated to Players.

   c. **Points, Titles and Awards:** Except as specified in Section K(1)(d) of this Protocol, LPGA and Symetra Tour shall not reallocate ranking points, titles, and awards (if any) to other Players who competed in the Tournament(s) from which a Player was disqualified as a result of a Doping Offense.

   d. **Impact on Tournament Rankings:** In the event a doping penalty causes the winner of a given Tournament(s) to be disqualified, the second place finisher will be determined the Tournament winner. If there exists a tie for second place, the scores of the tied Players will be evaluated, according to the following guidelines, until the Player with the lowest score can be determined and a Tournament winner can be declared.
i. The lowest individual score in the final round;

ii. The lowest individual score in the penultimate round;

iii. The lowest individual score in the round preceding the penultimate round;

iv. The lowest individual score in the round occurring two (2) rounds prior to the penultimate round (e.g., 1st of 4 rounds);

v. A hole-by-hole scorecard playoff using the scores from the final round, calculated in reverse hole order;

vi. A hole-by-hole scorecard playoff using the scores from the penultimate round, calculated in reverse hole order;

vii. A hole-by-hole scorecard playoff using the scores from the round preceding the penultimate round, calculated in reverse hole order;

viii. A hole-by-hole scorecard playoff using the score from the round occurring two (2) rounds prior to the penultimate round, calculated in reverse order; and

ix. The scoring average for the year, including the rounds completed at the Tournament in question.

The above criteria will be applied in the order in which each appears above until a single Tournament winner is determined. Notwithstanding the above, the intent of this provision is to declare a Tournament winner, it being understood that such declaration will not have any impact on (and there will be no reallocation of) ranking points and awards.

2. Suspension Penalties:

   a. Penalties for Doping Offenses: Any Player who is found to have committed a Doping Offense shall be disciplined as follows:

      i. The first Doping Offense during the Player’s career shall result in a suspension of up to one (1) year from Tournament play, and all other LPGA or Symetra Tour activities. The presumptive suspension period is one (1) year. After serving the suspension, the Player shall have the status which most closely approximates the status she had the week prior to the commencement of the suspension period.

      ii. A second Doping Offense during the Player’s career shall result in a suspension of up to two (2) years from Tournament play, and all other
LPGA or Symetra Tour activities. The presumptive suspension period if one (1) year. In addition, the Player shall lose her membership and any previously earned Tournament exemptions. Following the suspension, she may regain her membership and eligibility on the same terms available to other non-members.

iii. A third Doping Offense during the Player’s career shall result in permanent loss of membership, including a lifetime ban from participation in Tournament play and all other LPGA and Symetra Tour activities.

iv. If any Doping Offense includes Aggravating Circumstances, the discipline may result in up to a permanent loss of membership, including a lifetime ban from participation in Tournament play and all other LPGA and Symetra Tour activities.

b. **Suspension Start Date:** Suspensions shall begin to run on the date the Player admits to committing a Doping Offense, waives or is deemed to have waived her right to a hearing, fails to defend her case at a hearing, or on the date a final decision is reached by the Appellate Panel. The Player shall receive credit to her suspension period for any Provisional Suspension served (if applicable) under Sections I-10 and I-11.

c. **Participation While Suspended:** No Player, while serving a doping-related suspension under this Protocol, may participate in any capacity, other than as a spectator, in a Tournament or any other LPGA or Symetra Tour activity. This includes, but is not limited to: practice rounds, Professional-Amateur events held in conjunction with any Tournament or related activity, Tournament qualifying rounds, or sectional qualifying Tournaments, and serving as caddie or coach for another Player, etc; provided, however, that a Player who had LPGA or Symetra Tour membership status prior to serving a suspension for a Doping Offense may participate only in Q-School for the upcoming season in which she will have the opportunity to regain eligibility, provided she has complied in good faith with any applicable suspension period. If a Player competes on any other women’s professional golf tour that impacts the “Rolex Women’s World Golf Rankings” while serving a doping-related suspension under this Protocol, the penalty for such violation shall be an extension of her then current suspension period by fifty percent (50%), it being understood that, any time a Player violates the above prohibition, her suspension penalty assessed under Section K-2 shall start over as a new penalty, to commence directly after her final tournament played on another women’s professional golf tour that impacts the WWGR (for example purposes only, if, after serving six (6) months of a one (1) year suspension under this Protocol, a Player then plays for a six (6) month period on another women’s professional golf tour that impacts the WWGR, such Player’s one (1) year suspension shall thereafter start over and shall be
increased by fifty percent (50%), resulting in a one and one-half (1.5) year suspension period.

d. **Whereabouts Information Requirement:** Throughout the course of a Player’s suspension period, she will be required to provide all relevant whereabouts information requested of her to the Testing Agency and must make herself available for Out-of-Competition Testing prior to resuming play in her first Tournament.

e. **Retirement to Avoid Suspension:** If a Player who is subject to a doping-related suspension retires from professional golf competition and later seeks reinstatement of her membership, that Player shall not be eligible for reinstatement until she has served and completed the suspension remaining as of the date of retirement. Retirement shall not be used to avoid a Doping Offense charge pursuant to Section I-8, an appellate hearing (if applicable) pursuant to Section J, or the serving of a doping-related suspension.

f. **Penalty for Drugs Of Abuse:** The presence of a Drug of Abuse in a Player’s Sample (regardless of how such Drug of Abuse entered her body) collected in connection with Testing and/or a Player’s admission to having Used a Drug of Abuse will result in a penalty in accordance with Section F-7 of the Protocol.

3. **Analysis of Suspension Period - Fault:**

a. **Guidelines for Fault Analysis:** The Administrator and/or Appellate Panel may take Fault into consideration in determining the applicable suspension period as follows:

i. The length of the suspension period may be adjusted based on the Player’s degree of Fault; provided, that, under each circumstance, the Player shall, at a minimum, remain disqualified from the Tournament in which she committed the Doping Offense.

ii. For Doping Offenses arising under Section D-1 (“presence” of a Prohibited Substance in a Sample) of this Protocol, the Player must, in order to receive any reduced suspension period under this Section K-3, also establish how the Prohibited Substance entered her body.

b. **Inapplicability:** Article K-3-a shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-4 or K-5; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a Fifty Percent (50%) reduction under Article K-4-a and also receive a further reduction for Substantial Assistance under K-5).
4. **Analysis of Suspension Period - Admissions:**

   a. **Admission Before LPGA Learns of Doping Allegation:** Where a Player voluntarily admits the commission of a Doping Offense before having received notice of a doping allegation under Section I-5 of the Protocol and that admission is the only reliable evidence of a Doping Offense at the time of admission, then the length of the suspension period may be appropriately adjusted by the Administrator, dependent on the seriousness of the Doping Offense and the Player’s degree of Fault.

   b. **Admission After LPGA Learns of Doping Allegation:** Where a Player voluntarily admits the commission of a Doping Offense after having received notice of a doping allegation under Section I-5 but before a doping charge is determined under Section I-8 of this Protocol, then the length of the suspension period may be appropriately adjusted by the Administrator, dependent on the seriousness of the Doping Offense and the Player’s degree of Fault.

   c. **Inapplicability:** Article K-4-a and K-4-b shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-3 or K-5; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a reduction under Article K-4 and also receive a further reduction for Substantial Assistance under K-5).

5. **Analysis of Suspension Period - Substantial Assistance:** The Administrator may defer a part of the period of suspension imposed in an individual case where the Player has provided Substantial Assistance to the LPGA or a criminal authority which results in the LPGA discovering or bringing forward a Doping Offense committed by another Player or which results in a criminal authority discovering or bringing forward a criminal offense against another Player. The extent to which the otherwise applicable suspension period may be deferred shall be based on the seriousness of the Doping Offense committed by the other Player and the significance of the Substantial Assistance provided by the Player in an effort to eliminate doping in golf. No more than three-quarters of the otherwise applicable period of suspension may be deferred. If the otherwise applicable period of suspension is a lifetime suspension, the non-deferred period under this section must be no less than eight (8) years. Article K-5 shall not apply where the Player is eligible to receive a greater penalty reduction under Section K-3 or K-4; provided, that, for avoidance of doubt, a Player may only receive a reduction (if any) under one (1) of Articles K-3, K-4, or K-5, but not a combination thereof (e.g., Player cannot receive a Fifty (50%) reduction under Article K-4-a and also receive a further reduction for Substantial Assistance under K-5).

6. **Multiple Contemporaneous Doping Offenses:**
a. **Single Tournament or Sample:** If one (1) sample taken from one (1) Tournament results in an Adverse Analytical Finding for different Prohibited Substances, the separate findings shall be considered separate Doping Offenses.

b. **No-Notice Identical Separate Adverse Analytical Findings:** If more than one (1) Sample, taken from a Player at separate Tournaments, results in an Adverse Analytical Finding for the same Prohibited Substance, the separate Adverse Analytical Findings shall be considered as one (1) Doping Offense if all the Samples were collected before the Player was on notice from the Administrator that any of them were Adverse Analytical Findings.

c. **Multiple Distinct Adverse Analytical Findings:** If multiple Samples, taken from a Player at separate Tournaments, result in Adverse Analytical Findings for different Prohibited Substances, the separate Adverse Analytical Findings shall be considered separate Doping Offenses, regardless of whether the Player was on notice of the prior Adverse Analytical Findings. The appeal of such offenses may be consolidated into one (1) hearing at the discretion of the Appellate Panel, or upon agreement of the LPGA and the Player charged with a Doping Offense.

d. **Multiple Inadequate Whereabouts Filings or Missed Tests:** As it relates to Reinstatement Testing only, where a Player fails to file whereabouts information or a Player misses an Out-of-Competition Test, subsequent whereabouts filing failures or missed Out-of-Competition Tests may only be counted towards a Doping Offense if the Player was put on notice, in accordance with Section E-4-a or E-5-a of the Protocol, prior to the required whereabouts filing or missed Out-of-Competition Test.

L. **Exclusive Remedy; Release**

Players who are alleged to have committed a Doping Offense, or who seek to appeal the denial of a TUE, must raise all of their claims and defenses through the procedures specified in this Protocol and are precluded from any other form of dispute resolution. Players also agree that challenges to the Testing process will not be initiated until after the LPGA concludes that a Doping Offense has occurred and provides notice to the Player under Section I-5 of the Protocol. The final decisions of the Administrator under Section I, the Appellate Panel under Section J or TUE Panel or TUE Appeal Specialist under Section G of this Protocol shall be considered binding on all parties and shall preclude any additional legal action. Any Player who initiates a legal action in violation of this Section shall pay all of the LPGA’s reasonable costs incurred in defending against such action.

As a condition of membership or participation in a Tournament, each Player hereby releases the LPGA and its affiliates and related companies, the LPGA Commissioner, the Administrator, the Tournaments, and each director, officer, member, employee, volunteer, agent, sponsor or representative of any of the foregoing, jointly and severally, individually
and in their official capacity, of and from any and all claims, demands, damages and causes of action whatsoever, in law or equity, arising out of or in connection with any decision, act or omission arising under the Program.

M. Confidentiality

1. **Disclosure of Pending Cases:** Neither the LPGA nor the Testing Agency shall publicly disclose the identities of Players whose cases are pending in the results-management process.

2. **Confirmation of Public Knowledge:** The LPGA shall not publicly comment on the specific facts of any pending case (as opposed to general description of process and science) except in response to public comments attributed to the Player or her representative(s). In the event that a Player or Player’s representative(s) or others associated with the Player make(s) public comments about their case or the process involving the Player, then the LPGA may respond publicly to such comments.

3. **Public Disclosure:** The LPGA shall publicly disclose the identity of a Player, the Doping Offense (rule violation), the Prohibited Substance or Prohibited Method involved, and her penalty after a full adjudication procedure is conducted and the Player is found to have committed a Doping Offense or the procedure is waived. The public disclosure shall appear under the “News” section of LPGA.com or SymetraTour.com, as applicable.

4. **Disclosure To Other Tours.** At any time after a Player is either provisionally suspended or the full adjudication procedure is conducted and the Player is found to have committed a Doping Offense (whichever is earlier), LPGA may advise other women’s golf tours, sporting authorities and government authorities (as applicable) of the case and/or any suspension period imposed against a Player unless the Player agrees in advance not to participate in any tournaments of those organizations pending resolution of any Appeal.

N. Mutual Recognition of Penalties

The LPGA and Symetra Tour may recognize and enforce penalties imposed by other women’s golf tours, sporting authorities and government authorities, to the extent that such penalties and rules are materially consistent with this Protocol, as determined by LPGA in its sole discretion. Players may appeal the LPGA’s decision to enforce the aforementioned penalty to the Appellate Panel. Appeals must be filed within ten (10) days of notice to the Player of the LPGA’s decision, and shall be conducted in accordance with the procedures in Section J of the Protocol. The Appellate Panel’s decision -- which may affirm, invalidate, or modify the LPGA’s penalty -- shall be final and binding and not subject to further appeal. Any suspension or other penalty imposed by the LPGA on a Player shall remain in effect pending the appeal, unless the Appellate Panel orders otherwise. To the extent necessary for the Appellate Panel to review and decide any such appeal, Player consents to the release of any information, confidential or otherwise, used or otherwise disclosed in connection with the circumstances surrounding a penalty imposed by another
women’s golf tour, it being understood that, once received, the Appellate Panel will be charged with treating such information in a confidential manner.

O. Statute of Limitations

No Doping Offense proceeding may be commenced against a Player based on Section D-1 (presence) or Section D-2 (Use) unless such action is commenced within ten (10) years from the date the violation is asserted to have occurred. Actions based on any other Doping Offense must be commenced within fourteen (14) years from the date when the violation is asserted to have occurred. An action shall be deemed commenced when the Administrator provides the Player with written notification of an alleged Doping Offense pursuant to Section I-5 of the Protocol.

P. Interpretation of this Protocol

1. Independence and Autonomy: This Protocol shall be interpreted as an independent and autonomous text and not by reference to the law or statutes of any one (1) country.

2. Use of Headings: The headings used for the various sections and subsections in this Protocol are for convenience only and shall not be deemed part of the substance of the Protocol or to affect in any way the language of the provisions to which they refer.

3. Retroactive Application: This Protocol shall not apply retroactively to substantive matters pending before the date this Protocol is approved, but will hereafter apply retroactively for procedural matters and rules pending before the date this Protocol is approved. For avoidance of doubt, the substantive matters will be governed by the anti-doping rules in effect at the time the alleged Doping Offense occurred unless the Administrator in determining whether a Doping Offense occurred or the Appellate Panel hearing an appeal determines that the principles of “lex mitior” appropriately applies under the circumstances.

4. English Version Controlling: If this Protocol is translated into any other language and a discrepancy in interpretation arises, the English language version and interpretation shall be controlling.

Effective Dates: Published and effective on January 1, 2019.
EXHIBIT “A”

STANDARDS FOR TESTING

A. Definitions. The definitions contained in Section A of the Protocol shall apply to the Standards For Testing.

B. Scope and Purpose

1. The purpose of the Standards for Testing is to provide a uniform process and procedure for Testing Player Samples.

2. The Testing Agency, and when applicable, the LPGA, shall substantially follow the processes and procedures detailed herein.

3. The LPGA shall have the sole responsibility and discretion to revise these Standards for Testing; provided, however, that any such revision(s) shall not take effect until thirty (30) days from the date of publication of the revision(s). Revisions shall be deemed published when posted on the Player extranet.

C. Planning and Data Collection

1. The Administrator shall develop a Test distribution plan, inclusive of the Players to be selected for Testing, which may include In-Competition or Out-Of-Competition Testing, and may be based on random or target testing strategies developed in the Administrator’s sole discretion.

2. The LPGA, and its Testing Agency, reserve the right to Test any Player found guilty of committing a Doping Offense throughout the course of a Player’s suspension period. During a Player’s Reinstatement Testing period, the LPGA and Testing Agency may, in their discretion, plan and implement Out-of-Competition Sample Collections based on the following information:

   a. A suspended Player shall provide complete and accurate whereabouts information on a monthly basis so that she can be easily located for Testing at any time during such time period, such information to include, at a minimum:

      i. Complete mailing address for Player correspondence, notice of which shall be deemed received by Player two (2) days after mail deposit;

      ii. Electronic mail address for Player correspondence, notice of which shall be deemed received by Player upon record that such notice has been sent;
iii. For each day during the whereabouts filing requirement period, the full address of the place where the Player will be staying overnight (home, temporary lodging, hotel, etc.);

iv. For each day during the whereabouts filing requirement period, the name and address of each location where the Player will routinely train, practice, work or conduct any other regularly scheduled activity, as well as usual time frames for such activities;

v. Player’s Tournament schedule for the whereabouts filing requirement period; and

vi. Other information necessary for Testing Agency to gain access to the above described locations;

b. The Player shall use the LPGA-designated whereabouts filing system for filing purposes;

c. During each day of the whereabouts filing requirement period, the Player shall be required to specify one specific 60-minute time slot between 5am – 11pm each day when the Player will be available and accessible for testing at a specific location;

d. Where any change in circumstances means that the information previously provided by or on behalf of the Player in whereabouts information filing is no longer accurate or complete, it is the Player’s duty and obligation to update and supplement her whereabouts information so that such information is accurate and complete.

e. A Player shall be charged for the cost of an attempted Out-of-Competition Test at a location and at a time indicated on her whereabouts filing, if she is not at said location within two (2) hours after Sample Collection Personnel arrives at said location for Testing, and has failed to timely update her whereabouts filing pursuant to Section C-2-d above.

D. Notifying Players of their selection for Testing

1. In conjunction with the Sample Collection Personnel, the Administrator shall monitor the conditions to ensure that Escorts or Sample Collection Personnel are deployed to make notification of Player(s) to be Tested.

2. The Administrator, with the assistance of the Escorts and/or Sample Collection Personnel, if necessary, shall:

   a. Establish the location of the Player(s) selected for Testing;
b. Plan the approach and timing of the notification of Player(s);

c. Ensure that the Player is notified of her selection for Testing;

d. Inform the Player of the authority under which the Testing is to be conducted;

e. Inform the Player that it is her responsibility, pursuant to the Program, to:
   iv. Submit and comply with the Testing process;
   v. Produce identification at the Doping Control Station;
   vi. Remain within sight of her Escort or Sample Collection Personnel at all times, beginning from the moment of notification until arrival at the Doping Control Station;
   vii. Remain within the grounds of the Tournament site or Doping Control Station; and
   viii. Report to the Doping Control Station within sixty (60) minutes from the time of notification.

f. Inform the Player of her right to:
   i. Have an interpreter with her throughout the Sample Collection process;
   ii. Have a parent or legal guardian with her throughout the Sample Collection Process, if she is a minor;
   iii. Understand and ask for additional information about the Testing process; and
   iv. Request a delay in reporting to the Doping Control Station in order to fulfill media or fan-related appearance obligations.

g. Inform the Player that her Support Personnel may not accompany her to or enter the Doping Control Station; and

h. Escort the Player to the location of the Doping Control Station.

3. After notifying the Player of her selection for Testing, the Escort or Sample Collection Personnel shall be responsible for:

   a. Identifying herself to the Player;
b. Keeping the *Player* under observation at all times, until arrival at the *Doping Control Station*;

c. Obtaining the *Player’s* signature on the appropriate form to acknowledge and accept that proper notification has been given. Any such refusal or evasion shall be documented by the *Escort* or *Sample Collection Personnel* and reported to the *Testing Agency* by the *Sample Collection Personnel* in accordance with Section J of this Exhibit “A”;

d. Providing the *Player* with the opportunity to eat and hydrate, it being understood that the *Player* knows the risk of consuming anything from a source unknown or unfamiliar to her or that may contain a *Prohibited Substance*;

e. Informing *Player* that if she needs to urinate, she must do so only at the *Doping Control Station*;

f. Relaying any and all reasonable requests of a *Player* to delay reporting to the *Doping Control Station* within sixty (60) minutes of acknowledgement and acceptance of notification. Any such delays shall be documented by both the *Sample Collection Personnel* and *Escort* and reported to the *Testing Agency*; and

g. Observing and documenting, while escorting the *Player*, any unusual incident or matter that might compromise the *Testing* process.

4. A *Sample Collection Personnel* may grant a reasonable request from a *Player* to delay reporting to the *Doping Control Station* beyond sixty (60) minutes and/or once the *Player* arrives at the *Doping Control Station* and wishes to leave, if the *Player* can be continuously chaperoned during the delay and if related to the following activities:

   a. For *In-Competition Testing*:

      i. Gathering and securing her personal belongings and competition equipment;

      ii. Participation in a victory ceremony;

      iii. Fulfillment of media commitments;

      iv. Obtaining necessary medical treatment;

      v. Locating an interpreter, parent or guardian;

      vi. Making alternative child care arrangements; or

      vii. Making alternative travel arrangements.
b. For *Out-of-Competition Testing*:
   
i. Locating an interpreter, parent, or legal guardian;

   ii. Completing a training or practice session, or round of golf;

   iii. Receiving necessary medical treatment;

   iv. Obtaining photo identification; or

   v. Emergency involving injury or hospitalization of a family member.

Any approval to delay reporting to the *Doping Control Station* shall be conditioned upon an agreement between the *Player* and the *Sample Collection Personnel* that the *Player* will not urinate unless she does so at the *Doping Control Station*.

5. If the *Player* reports to the *Doping Control Station* after the sixty (60) minute period or after the expiration of the extended reporting time and prior to *Sample Collection Personnel* departure, the *Sample Collection Personnel* shall, if possible, proceed with *Sample Collection* and shall report and document the details of the delay in accordance with Section J of this Exhibit “A”.

E. **Preparing for Sample Collection**

1. The *Testing Agency* shall be responsible for:
   
a. The overall conduct of *Sample Collection* procedures;

   b. Delegating specific responsibilities to the *Sample Collection Personnel*; and

   c. Establishing a system for obtaining all information necessary to ensure that the *Sample Collection* is conducted effectively.

2. The *Sample Collection Personnel* will be responsible for the following activities in relation to the preparation for a *Sample Collection*:
   
a. Ensuring that no one other than *Doping Control Personnel, Players*, parents, guardians or interpreters are present in the *Doping Control Station* for the duration of the *Sample Collection*. Police officers, emergency medical professionals, security or maintenance personnel may enter the *Doping Control Station* only to resolve emergency situations. The entry of any parties other than *Sample Collection Personnel, Players*, parents, guardians or interpreters (if any) shall be documented and reported to the *Testing Agency* and the *LPGA* by the *Sample Collection Personnel*, with the understanding that the presence
of any third party other than those identified above shall not invalidate any process or result;

b. Using Sample Collection Equipment systems that are authorized by the Testing Agency and meet the following standards:

i. Sample Collection Equipment shall have a unique barcode system for items used to seal the Player’s Samples;

ii. Sample Collection Equipment shall have a sealing system that is tamper proof and ensures the identity of the Player is not evident from the equipment itself; and

iii. Sample Collection Equipment shall be clean and sealed in plastic packaging prior to use by the Player.

F. Conducting Sample Collection – Urine. The following is a general overview of the urine Sample Collection procedures:

1. Sample Collection Personnel shall have the responsibility for ensuring that each Sample is properly collected, identified and sealed, as well as directly witnessing the passing of the Sample into the beaker.

2. The following steps shall be followed in order to ensure that the Samples are properly collected:

   a. Prior to initiating Sample Collection, the Sample Collection Personnel shall confirm that the Player to be Tested is the same Player selected for Testing. The Player must provide photo identification, or be identified by the Administrator prior to entering the Doping Control Station. Any failure to confirm the identity of the Player shall be documented.

   b. The Player will randomly select a set of beaker barcode labels. The Sample Collection Personnel shall affix a barcode label on the Player’s DPF.

   c. The Sample Collection Personnel shall ensure that the Player is offered a choice of select Sample Collection Equipment and shall instruct the Player to randomly select her own beaker from a container of beakers, remove it from the wrapping, and place the second barcode label on top of the beaker lid.

   d. If the Player is not satisfied with the selected beaker, she may select another. If the Player is not satisfied with any of the available beakers, this information shall be recorded by the Sample Collection Personnel. If the Sample Collection Personnel does not agree with the Player’s opinion that all of the available beakers are unsatisfactory, she shall instruct the Player to continue with the Sample Collection process using a beaker that the Sample Collection Personnel
verifies is secure. If the Sample Collection Personnel agrees with the reasons put forward by the Player that all the available beakers are unsatisfactory, the Sample Collection Personnel shall terminate Sample Collection and shall document such actions accordingly.

e. Once the beaker is selected, the Player shall retain control of it and any Sample contained therein until the Player and the Sample Collection Personnel return to the Sample processing station where the Sample Collection Personnel will verify whether the Sample satisfies relevant laboratory guidelines, as provided below.

f. The Sample Collection Personnel shall escort the Player into a private area, preferably a toilet stall or private restroom, walking next to her with the Player’s beaker in sight at all times. The Player shall not carry any item other than her beaker into the private area. The beaker must remain closed until the Player urinates into the beaker under the observation of Sample Collection Personnel (a female). Sample Collection Personnel shall remain in the private area at all times during a Sample Collection.

g. To assure that the Player does not have any chemicals on her hands prior to opening the beaker, Sample Collection Personnel shall instruct the Player to rinse and dry her hands, without the use of cleansing agents, prior to urination. Sample Collection Personnel must observe the hand rinsing to assure that both of Player’s hands are under water and rinsed completely and thoroughly. If necessary, Sample Collection Personnel shall have the Player re-wash her hands.

h. The Player shall open the beaker and provide a Sample and Sample Collection Personnel shall witness the Sample leaving the Player’s body, after examining the naked exposed mid-body area (chest to knee caps) of the Player.

i. The Sample Collection Personnel shall use relevant laboratory specifications to verify that the volume of urine is sufficient to satisfy the laboratory requirements for analysis, in full view of the Player. Once a Sample of sufficient volume is provided by the Player, Sample Collection Personnel shall instruct the Player to close the beaker with a lid and retain possession of the beaker until Sample Collection Personnel and Player return to the Sample processing station. Sample Collection Personnel shall create a written record of witnessing the Sample delivery process and document any Player problems or concerns.

j. Once a Sample of sufficient volume is provided by the Player, Sample Collection Personnel shall escort the Player to the Sample processing station. The Sample Collection Personnel shall check the specific gravity of the Sample in the presence of the Player. The specific gravity of the Sample must be greater
than 1.005. The Sample Collection Personnel shall record the specific gravity on the DPF.

k. Once a Sample has been provided that meets the specific gravity requirements, the Sample Collection Personnel shall instruct the Player to select a Sample storage kit containing A and B bottles and a uniquely numbered set of Sample barcode seals from the available Sample Collection Equipment. The Player, after selection, shall check that all the barcode numbers match (except for identification of“A” and “B”) and are recorded correctly on the DPF and SCAN device by the Sample Collection Personnel. If the numbers are not the same, it shall be recorded by the Sample Collection Personnel and the Player shall choose another set of Sample barcode seals.

l. In the presence of the Player, the Sample Collection Personnel shall divide her Sample between the A and B bottles bearing the matching barcode numbers contained in the Sample storage kit. The Sample Collection Personnel shall fill the A and B bottles with the prescribed minimum volume of urine, as indicated by a line on the bottle, then shall fill the A bottle to the fill line indicated on that bottle.

m. The Sample Collection Personnel shall seal the A and B bottles with the Sample bar code seals selected by the Player, and check, in full view of the Player, that the bottles have been sealed properly.

3. If a Sample does not meet the requirements for volume, as indicated in Section F-2-i of this Exhibit “A”, the Sample Collection Personnel will be responsible for declaring that the Sample is of insufficient volume and for collecting additional Sample(s) from the Player in order to obtain sufficient volume. The Sample Collection Personnel shall respect the following procedures for obtaining additional Sample(s):

a. The Sample Collection Personnel shall inform the Player that the Sample is of insufficient volume for Testing and that further Samples must be collected to meet the relevant laboratory volume requirements.

b. The Player shall retain the beaker and keep it in her control at all times.

c. While waiting to provide an additional Sample, the Player shall remain under continuous observation of the Sample Collection Personnel and be given the opportunity to hydrate and nourish herself (containers must be sealed, approved by the Sample Collection Personnel, caffeine and alcohol free and free from all Prohibited Substances, and consumed only in the Doping Control Station), in the Doping Control Station.

d. If the Testing Agency or Administrator authorizes the Player to leave the Doping Control Station in order to eat, the Sample Collection Personnel shall package the insufficient Sample. The Player will retain the Sample in her
possession, and return to the Doping Control Station to complete the Sample Collection Process; provided, that, she follows the following packaging procedure:

a. Sample Collection Personnel shall have the Player select a uniquely numbered set of Sample barcode seals from the available Sample Collection Equipment and initial the Sample seal, and subsequently place such seal on the beaker in such a way that the act of opening the beaker would cause the seal to be broken;

b. Sample Collection Personnel shall place a Sample bar code seal on the DPF;

c. Sample Collection Personnel shall place the sealed beaker in the larger compartment of the plastic shipping bag;

d. Sample Collection Personnel shall seal the plastic shipping bag in the same manner it is sealed for shipping of a sufficient Sample;

e. Sample Collection Personnel shall have the Player sign a tamper proof seal placed on the bag in such a way that any subsequent seal breakage or tampering would be evident to the Player;

f. The sealed, signed insufficient Sample shall remain in the Player’s possession and Player shall be followed by Escort or Sample Collection Personnel at all times and in all places while outside of the Doping Control Station;

g. Once the Player returns to the Doping Control Station, she shall show her photo identification to the Sample Collection Personnel;

viii. Sample Collection Personnel shall inspect the plastic shipping bag to ensure that the beaker contains the Player’s insufficient Sample and that the seals are unbroken and tamper free;

ix. Provided that the seals are unbroken and tamper free, the Sample Collection shall continue, as outlined in Section F-3-d of this Exhibit “A”;

x. In the event that the Sample Collection Personnel concludes that the plastic shipping bag or beaker containing the insufficient Sample was broken or tampered with, or Player elects to provide a new Sample due to her concerns over integrity of the seals, the insufficient Sample shall be discarded and the Sample Collection, as outlined above starting at Section 2-a of this Exhibit “A”, shall be repeated.
e. When the Player is ready to provide additional urine, the Player, along with the Sample Collection Personnel, shall proceed to the private area with the closed beaker that contains the insufficient Sample.

f. The collection process as outlined above starting at Section F-2-a of this Exhibit “A” shall be repeated.

4. If a Sample does not meet the laboratory specific gravity guidelines as indicted in subsection F-2-j of this Exhibit “A”, the following procedures shall be implemented:

   a. The Sample Collection Personnel are responsible for informing the Player that she is required to provide a further Sample(s) and for collecting such additional Sample(s) in accordance with the Testing Agency’s established criteria. The Sample Collection Personnel will ask the Player to discard the invalid Sample into the toilet, in the presence of the Sample Collection Personnel.

   b. The collection procedures shall be repeated as provided in subsections 2 and 3 of Section F of this Exhibit “A” and in accordance with the Testing Agency’s criteria for the number of additional Samples to be collected.

   c. The Sample Collection Personnel shall record that the Samples collected were obtained from a single Player and shall indicate the order in which the Samples were provided.

G. Conducting Sample Collection – Blood. The following is a general overview of the blood Sample Collection procedures:

1. Sample Collection Personnel shall have the responsibility for ensuring that each Sample is properly collected, identified and sealed, as well as maintaining control and cleanliness of the collection area.

2. The following steps shall be followed in order to ensure that the Samples are properly collected:

   a. Prior to initiating Sample Collection, the Sample Collection Personnel shall confirm that the Player to be Tested is the same Player selected for Testing. The Player must provide photo identification, or be identified by the Administrator prior to entering the Doping Control Station. Any failure to confirm the identity of the Player shall be documented.

   b. The Sample Collection Personnel shall instruct the Player to hydrate (e.g., water or sports drink) and sit with her feet on the floor for at least 15 minutes prior to commencing the Sample Collection.

   c. The Sample Collection Personnel shall ensure that the Player is offered a choice of select Sample Collection Equipment and shall instruct the Player to randomly select
two (2) pieces of Sample Collection Equipment (e.g., blood collection kits with two vacutainer collection tubes, a sterile needle, a blood draw holder, and an individually sealed transport kit). The Sample Collection Personnel shall remove the contents from one collection kit and assemble the needle and blood draw holder. The second collection kit will be used as back-up, if necessary. The vacutainer collection tubes, needle and holder shall remain in the Sample Collection Personnel’s possession at all times until the packaging of the Sample.

d. The Player shall select one (1) small BEREG-KIT, which is used to transport the Sample. The Sample Collection Personnel shall remove the contents of the BEREG-KIT and verify with the Player that the Sample barcode labels match those printed on transport kits and transport kit lids. The Sample Collection Personnel shall place one barcode label longitudinally on each of the vacutainer collection tubes.

e. The Blood Collection Specialist will proceed with the blood draw.

i. The Blood Collection Specialist shall ask the Player to verbally indicate her non-dominant arm or to mark her non-dominant arm with a small “x” pen mark as the arm to make the initial blood draw attempt. If the blood draw is not possible or successful from the non-dominant arm, the dominant arm may be used.

ii. The Blood Collection Specialist will apply a tourniquet to the Player’s arm if needed. The puncture site will be cleaned with an alcohol swab or disinfectant wipe.

iii. The Blood Collection Specialist will insert the needle and collect 5 mL of blood per collection tube (total 10 mL).

1. The tourniquet should be removed following insertion of the needle.
2. No more than three attempts to insert the needle shall be performed. If the Blood Collection Specialist is unable to obtain a Sample within three attempts, the Sample Collection will be discontinued for the Player, and the Sample Collection Personnel will record the reasons for terminating the collection.
3. Vacutainer collection tubes must remain in Player’s view at all times.
4. Vacutainer collection tubes must be inverted by the Blood Collection Specialist gently 5 times following collection.

iii. After withdrawing the needle, the Blood Collection Specialist will place gauze over the puncture site and bandage.

iv. The Sample Collection Personnel will advise the Player not to undertake strenuous exercise for 30 minutes.
f. The Sample Collection Personnel must dispose of any unnecessary blood Sample Collection Equipment in accordance with local bio-hazardous waste standards.

g. After the Player provides an adequate blood Sample, the Sample Collection Personnel shall place a Sample barcode on the bottom of all copies of the DPF and confirm accuracy with the Player.

h. The Sample Collection Personnel shall place the vacutainer collection tube into each the “A” and “B” BEREG-KITS, remove the red security rings and seal the kits for transport.

i. Each BEREG-KIT containing a vacutainer collection tube must be sealed in a blood Sample bag. Samples should remain at room temperature for approximately 10-15 minutes prior to being made ready for transportation and placed in a temperature controlled shipping container.

j. Using SCAN, the Sample Collection Personnel will scan the Sample barcode into the system. Once the Sample number and Player name have been confirmed, the Sample Collection Personnel will record the number of tubes collected.

H. Requirements for All Sample Collections

1. Any unusual behavior by the Player and/or her interpreter, parent or guardian, if any, or anomalies with potential to compromise Sample Collection shall be recorded by Sample Collection Personnel and reported to the Testing Agency.

2. If there are doubts as to the origin or authenticity of the Sample, the Player may be asked to provide an additional Sample, in accordance with the procedures outlined in this Section F or G of this Exhibit “A”.

3. The Sample Collection Personnel shall provide the Player with the opportunity to document any concerns she may have about how Sample Collection was conducted.

4. In conducting Sample Collection, the following information shall be recorded:

   a. Date and time of notification;
   b. Type of Test (In-Competition or Out-of-Competition); urine and/or blood;
   c. Date and time of Sample provision;
   d. Sample barcode label and seal number(s);
   e. Required laboratory information on the Sample;
   f. Any irregularities in notification or Sample Collection procedures;
   g. Player comments or concerns regarding the conduct of the Sample Collection, if applicable;
   h. Name and signature of the Player;
   i. Name and signature of the interpreter, parent or guardian, if applicable; and
i. Name and signature of Sample Collection Personnel who witnessed the Sample provision.

j. If applicable, name and signature of the Blood Collection Specialist who complete the blood Sample provision.

5. The Player shall sign the DPF(s) to indicate her satisfaction or dissatisfaction with the Sample Collection procedures, and that Sample Collection Personnel conducted the Sample Collection in accordance with the Program. If deviations are alleged, the Player may be required to provide another Sample, repeating the procedures in Section F or G of this Exhibit “A” (as necessary).

6. The Sample Collection Personnel shall provide the Player with a copy of the DPF(s) signed by her.

7. Players are prohibited from using a computer, cell phone, audio or visual recording device for purposes of taking photographs or recording or documenting anything while in the Doping Control Station. If a Player engages in any of the above-described prohibited activities, the Sample Collection Personnel shall temporarily confiscate the Player’s device. Any confiscated devices shall be returned to the Player upon her departure from the Doping Control Station after she has completed the Sample Collection process.

I. Post-Test Security and Transport

1. Post-Test Security

   a. All Samples collected shall be forwarded by a reputable delivery service for analysis to the designated WADA accredited laboratory.

   b. The Testing Agency shall use its SCAN system technology to ensure that the documentation for each sealed Sample is completed and securely handled. Sample Collection Personnel shall ensure that this system is properly followed.

2. Transport

   a. Sealed Samples shall always be transported to the WADA accredited laboratory using the Testing Agency’s authorized transport method, as soon as practicable after the completion of Sample Collection.

   b. Documentation identifying the Player shall not be included with the Samples or documentation sent to the WADA accredited laboratory.

   c. The Sample Collection Personnel shall send all DPFs and other relevant Sample Collection documentation to the Testing Agency, as soon as practicable after the completion of Sample Collection.
d. The \( DPF(s) \) shall be verified by the Testing Agency if receipt of either the \( Samples \) with accompanying documentation or Sample Collection documentation is not confirmed at their intended destination or a Sample’s integrity or identity may have been compromised during transport. In this instance, the Testing Agency shall determine whether any Sample should be voided.

J. Investigating a Possible Failure to Comply

1. The Testing Agency is responsible for ensuring that:
   a. Any matters with the potential to compromise a Player’s Sample Collection are evaluated to determine if a possible Failure to comply has occurred;
   b. All relevant information, including information from the immediate surroundings, when applicable, shall be obtained as soon as possible or when practicable to ensure that all knowledge of the matter can be reported and presented as evidence; and
   c. Appropriate documentation is completed to report any possible Failure to comply.

2. All Sample Collection Personnel involved throughout Sample Collection are responsible for reporting any matter that has significant potential to compromise a Test to the Testing Agency.

3. If the matter has significant potential to compromise Testing, the Player shall be notified by the Administrator that a possible Failure to comply, or other circumstances, will be investigated by the Testing Agency and any appropriate follow-up action that will be taken.

4. The Testing Agency shall establish a system for ensuring that the outcomes of its investigation into the possible Failure to comply, or other circumstance, are considered for future disciplinary action and, if applicable, for further Testing.
EXHIBIT “B”

2019 THERAPEUTIC USE EXEMPTION (TUE) APPLICATION

Please complete ALL sections. Type or print in block letters in blue or black ink. Incomplete applications will be returned and will need to be resubmitted. This application must be completed in ENGLISH.

1. **Player Information** (Indicate the address to which all correspondence relating to TUEs should be sent.)

| Last Name: |  |
| First Name: |  |
| Playing Name (If different from above): |  |
| Date of Birth (month/day/year): |  |
| Mailing Address: |  |
|  |  |
| City: | State: |
| Zip Code: | Country: |

Please type or print ALL telephone and fax numbers where you can be reached, including country code and area code:

| Contact Phone: |  |
| Mobile Phone: |  |
| E-mail: |  |
| Fax Number: | Attention: |

**TUE reply to be sent to:** (Please select one option by ticking the appropriate box)

- [ ] Fax: ______________________________
- [ ] E-mail: ______________________________
2. Prescribing Medical Doctor Information

Last Name: ____________________________________________________________

First Name: __________________________________________________________

Qualifications: (e.g. M.D., D.O., etc.) Medical Specialty: _______________________

U.S. States in which licensed: _____________________________________________

(If not U.S. State licensed, please provide qualifications to prescribe) _______________

___________________________________________________________

Mailing Address: _________________________________________________________

___________________________________________________________

City: __________________________ State: __________________________

Zip Code: __________________________ Country: __________________________

Please type or print ALL telephone and fax numbers including country code and area code:

Contact Phone: _________________________________________________________

Mobile Phone: _________________________________________________________

E-mail: ________________________________________________________________

Fax Number: ___________________________________________________________

Other: ___________________________________________________________________

3. Medical Information: Diagnosis with sufficient medical information

Evidence confirming the diagnosis must be attached and forwarded with this application. In those cases
where the evidence is not written in English, a summary in English must be enclosed. The medical
evidence should include all condition-specific requested records, all evidence confirming the diagnosis,
copies of the original reports and/or letters, a comprehensive, relevant medical history and the results of all relevant examinations, laboratory investigations and imaging studies (Any additional relevant investigation, examinations or imaging studies requested by the TUE Panel or the Administrator will be undertaken at the expense of the Player). The Player must have been examined by an appropriately qualified and licensed doctor, as confirmed by LPGA, within the last 12 month period prior to submitting the TUE application. Evidence should be as objective as possible in the clinical circumstances, and in the case of non-demonstrable conditions, independent supporting medical opinion should accompany this application.

**Patient’s Year of Birth:**

**Diagnosis:**

A statement by an appropriately qualified doctor to the necessity of the otherwise *Prohibited Substance* in the treatment of the Player and a description as to (1) why an alternative, permitted medication cannot, or should not, be used in the treatment of this condition; and (2) why *Use of a Prohibited Substance* will not
produce additional enhanced performance, other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition.

4. Medication Details

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<tr>
<th>Prohibited Substance(s)</th>
<th>Dosage/Strength</th>
<th>Route of Administration</th>
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Intended duration of treatment: (Please tick appropriate box).

☐ One-Time Only
5. Medical Practitioner’s Declaration

I certify that the above-mentioned treatment is medically appropriate and that the Use of alternative medications not on the Prohibited List would be unsatisfactory for this condition.

Name of Doctor: ____________________________________________

Signature of Doctor: _________________________________________

Date: _______________________________________________________

Please include the following information if it differs from what was provided in Section 2 “Prescribing Medical Doctor Information”

Medical Specialty: __________________________________________

U.S. State Licensure: _________________________________________

(If not U.S. State licensed, please provide qualifications to prescribe) ____________________________________________

6. Pharmacy Information

Evidence confirming that the Prohibited Substance has been appropriately obtained must be attached and forwarded with this application. Please provide the requested information below regarding the pharmacy(ies) where the prescription for the Prohibited Substance has
been filled or refilled over the past 6 months. Attach the fill or refill detail (e.g. printout) from each pharmacy.

<table>
<thead>
<tr>
<th>Pharmacy Name</th>
<th>Address (City, State, Zip, Country)</th>
<th>Phone Number</th>
<th>Date(s) Provided</th>
<th>Quantity (e.g. 60 tablets)</th>
<th>Name of Pharmacist</th>
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7. Previous TUE Applications

Have you submitted any TUE Applications over the past two years to any sports organization or drug testing agency on behalf of the Player? (Please check one)

☐ Yes  ☐ No
(If yes, please attach copies of the TUE Applications and all attachments, as well as all related correspondence with the sports organization or testing agency.)

For which substance(s)? (Generic Name/Active Ingredient)

__________________________________________________________

__________________________________________________________

__________________________________________________________

To whom was it submitted?

__________________________________________________________

__________________________________________________________

When was it submitted?

__________________________________________________________

Was it approved?

__________________________________________________________

8. Player’s Declaration

I, __________________________, certify that the information provided in this TUE Application is accurate and that I am requesting approval to Use a Prohibited Substance(s) from the Prohibited List. I voluntarily authorize the release of my personal medical information to the LPGA, including its TUE Panel and TUE Appeal Specialist. I understand that I may revoke the right of the LPGA, including its TUE Panel and TUE Appeal Specialist to obtain and review my personal medical information at any time, and that such revocation must be sent to my doctor and the LPGA in writing. Upon receipt of such revocation, the LPGA shall have a reasonable amount of time in which to comply. Further, I understand and agree that my refusal to allow the LPGA and/or its TUE Panel and TUE Appeal Specialist to review relevant medical information about me may result in the denial of any application I have pending, or the revocation of any application that has previously been granted, for a TUE.

I am aware that the LPGA, and its TUE Panel and TUE Appeal Specialist, will be processing and/or evaluating my proposed Use of a Prohibited Substance in connection with this Application. I understand that neither the LPGA, nor its TUE Panel and TUE Appeal Specialist, are providing medical advice to me in connection with any information disclosed on this TUE Application. I understand that I must obtain medical advice from a qualified doctor before taking or stopping any medication or course of treatment for any health condition that I may have. I also understand that no decision respecting this TUE Application in any way indicates whether I should or should not follow my doctor’s medical advice regarding any health condition that I may have.

I, for myself, personal representatives, assigns, heirs and next of kin hereby release, waive discharge and covenant not to sue the LPGA, FGTA, LLC, Symetra Tour, Symetra Life
Insurance Company, and each of their respective affiliates, subsidiaries and related companies, and each of their officers, directors, members, employees, the Administrator, volunteers, as well as the LPGA Medical Advisory Committee, the TUE Panel, the TUE Appeal Specialist, and any arbitrators who hear an appeal under the LPGA’s Anti-Doping Program (collectively, and for the purposes of this release and waiver, the “Releasees”), from all liability to the undersigned, my personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claims or demands therefore on account of injury to my person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, with respect to the processing, review or decision-making related to this TUE Application.

I further expressly agree that the foregoing release and waiver agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida.

Player’s Signature: ____________________________________________________________

Date: ______________________________________________________________________

If the Player is a minor or has a disability preventing her from signing this form, a parent or guardian shall sign together with or on behalf of the Player.

Parent/Guardian’s Signature: __________________________________________________

Date: ______________________________________________________________________

Incomplete Applications will be returned and will need to be resubmitted

Please submit the completed application and keep a copy for your records. This form and all required medical documentation shall be sent electronically or in a sealed envelope marked “CONFIDENTIAL” via overnight courier (mail, Federal Express, UPS, Airborne Express, or DHL) or certified mail to:

LPGA
Attn: TUE Applications - LEGAL
100 International Golf Drive
Daytona Beach, FL 32124-1092
Phone: 386-274-6200
Email: AntiDoping@LPGA.com

PLEASE DO NOT FAX TUES OR OTHER SUPPORTING DOCUMENTS
2019 Therapeutic Use Exemption (TUE) Application Procedures

The Prohibited List includes substances that enhance performance, harm health, and/or mask the Use of other prohibited drugs.

The LPGA recognizes that some banned substances have legitimate medical Uses. Accordingly, the LPGA allows an exception to be made for a Player with a documented medical history demonstrating the need for Use of a Prohibited Substance, provided that the performance enhancing effects are minimal or eliminated.

1. TUEs: What are they?

Players with a documented illness or medical condition, which negatively impacts their health and ability to function normally and requires the Use of a medication that is included on the Prohibited List, may request a TUE. If granted, the TUE will authorize a Player to take the medication needed in the manner provided in the TUE.

2. When to apply for a TUE

   A. A Player may apply for a TUE at any time. Players should submit their applications no less than 45 days prior to participation in their next scheduled Tournament. A Player may not Use a Prohibited Substance without risk until after a TUE is granted.

   B. Any Player who Uses a Prohibited Substance prior to the TUE being granted does so entirely at her own risk.

   C. Applications for TUEs will not be approved retroactively except as set forth in Section G(4) of the Protocol. The submission of a retroactive TUE may require the payment of a fee up to Two Thousand Five Hundred Dollars ($2,500), at LPGA’s discretion in each case.

   D. If the substance to be Used is not on the Prohibited List, a Player does not need to apply for a TUE.

3. Criteria for obtaining a TUE

TUEs will be granted only in the following circumstances:

   A. The Player has a properly diagnosed medical condition and would experience a significant impairment to her health if she does not Use the substance for which a TUE is requested.

   B. There is no reasonable therapeutic alternative medication or treatment for the Player’s medical condition that is not on the Prohibited List.

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1 Subject to amendment by the LPGA
C. The *Use of the Prohibited Substance* will produce **no additional enhancement** of performance, other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition.

D. A *TUE* can be cancelled if:
   i. The *Player* does not promptly comply with any requirements or conditions imposed when the *TUE* was granted.
   ii. The time period for which the *TUE* was granted has expired.
   iii. The *Player* is advised that the *TUE* is withdrawn due to incorrect or misleading information provided by the applicant that is discovered after the fact, or due to a change in the *Player’s* health condition.

(Note: the *Use* of any *Prohibited Substance* to increase “low-normal” levels of any endogenous hormone is **not** considered an acceptable therapeutic intervention and will not receive a *TUE.*)

4. Application procedure for a *TUE*

Prior to using a *Prohibited Substance*, a *Player* must submit a *TUE* Application to the *LPGA*. The *TUE* Application is available in the Anti-Doping section of LPGA.com.

A. A *TUE* Application will be considered only if it is **complete**. Incomplete applications will be returned to the *Player* without approval and will need to be resubmitted. The *Player* is responsible for providing all information requested on the *TUE* Application (e.g. contact details, medication details, pharmacy details, medical documents, and laboratory results).

B. The *TUE* Application must be **typed or printed in English in block letters in blue or black ink.**

C. The *LPGA* and the *Medical Advisory Committee* and the *TUE Appeal Specialist* will work to make the administrative and decision-making process as expeditious as possible. Incomplete or illegible applications, or lack of cooperation from a *Player* or her doctor(s), will cause a delay in the administration process.

D. The medical information shall be provided by an appropriately qualified and licensed doctor, attesting to the necessity of the *Use of the Prohibited Substance*.

E. The following documents must be provided in support of a *TUE* (all of which shall be up-to-date (i.e., documentation from the prior 12-month period) and accurate in form and substance):
   - All condition-specific requested records,
   - All evidence confirming the diagnosis,
   - Copies of the original reports or letters,
• A comprehensive medical history and the results of all relevant examinations, laboratory investigations and imaging studies relevant to the application. (Any additional relevant investigations, examinations or imaging studies requested by the TUE Panel or the Administrator will be undertaken at the expense of the Player),

• A statement by a qualified physician attesting to the necessity of the otherwise Prohibited Substances or Prohibited Method in the treatment of the Player and describing why an alternative permitted medication cannot, or could not, be used to treat this condition, and

• In the case of non-demonstrable conditions, an independent supporting medical opinion may be required in support of the TUE Application.

F. The TUE Application process will be treated in a strictly confidential manner, however, a Player must grant written permission for the LPGA, its TUE Panel and TUE Appeal Specialist, if applicable, to review the medical records submitted with her TUE Application.

G. The TUE Panel and the TUE Appeal Specialist reserves the right to make additional requests it deems necessary to make an informed decision on whether to grant or deny a TUE (which may include, without limitation, submission of additional information; or, testing procedures, in-person analysis performed by an independent physician selected by LPGA, or other procedures requested by LPGA or the TUE Panel or TUE Appeal Specialist which the LPGA and/or TUE Panel and/or TUE Appeal Specialist deem reasonably necessary to confirm a diagnosis or other medical inquiry or to make an informed decision regarding the submission and/or analysis of a Player’s TUE).

H. The TUE Application will be examined by a TUE Panel, a panel of qualified medical and/or legal professionals, who will determine whether the TUE shall be granted or denied.

I. If a TUE is granted, the Player can begin using the Prohibited Substance only after receiving the written decision of the TUE Panel or TUE Appeal Specialist, and only under the conditions (if any) stated in the decision.

J. If the Player starts using the Prohibited Substance prior to receiving authorization from the LPGA as indicated above, the Player does so at her own risk.

K. TUEs cannot be renewed after expiration without a new medical consultation and confirmation (within the prior 12 month period) of the request by the Player’s physician with appropriate supporting documentation (including the submission of a new TUE Application).

5. Effect of granting of TUE

A. The TUE Panel will return its decision to the Administrator, who will forward it to the Player in the mode she requested. The Player may appoint a third person to receive this communication on her behalf in writing.
B. Any TUE Application that is approved is only valid during the time period specified by the TUE Panel. It shall be within the sole discretion of the TUE Panel or TUE Appeal Specialist to issue TUEs for longer than one year.

C. Players are responsible for insuring that their TUEs are kept current and up-to-date. Players should not assume that they will be granted a TUE in the future based on the fact that they had previously been granted a TUE in the past. Each new TUE Application will be reviewed on its merits, regardless of previous decisions to grant or deny a TUE. If the term of a TUE will expire while the Player is still using the Prohibited Substance related to that TUE, the Player is responsible for resubmitting a TUE Application with respect to that Prohibited Substance. New TUE Applications should be submitted in enough time for a decision to be rendered prior to the expiration of the current TUE. TUEs cannot be renewed after expiration without a new medical consultation and confirmation (within prior 12 month period) of the request by the Player’s physician with appropriate supporting documentation (including the submission of a new TUE Application).

6. Procedures for challenging the granting or denial of a TUE

A. The granting or denial of a TUE may be subject to review. Either the Player or the LPGA may challenge the decision of the TUE Panel by sending a written notice of appeal to the Administrator within 14 days after the Player is notified of the decision of the TUE Panel.

B. Once an appeal is requested by either the Player or the LPGA, at the discretion of the Administrator, a hearing may be held by a TUE Appeal Specialist within 15 days after receiving all relevant medical documentation.

C. Decisions rendered by the TUE Appeal Specialist will be final and unreviewable.

Refer to the full text of the TUE Application process and procedures contained in the 2019 Anti-Doping Program Protocol.

Questions regarding the TUE Application process may be directed to the Administrator at:

LPGA
Attn: TUE Applications
100 International Golf Drive
Daytona Beach, FL 32124-1092
Phone: (386) 274-620
E-mail: Anti.Doping@LPGA.com
EXHIBIT “C”

ANTI-DOPING APPELLATE PROCEDURES

R-1. Applicability

The Anti-Doping Appellate Procedures (“Appellate Procedures”) shall apply to any appellate hearing arising out of the Program Protocol. The definitions contained in Section A of the Protocol shall apply to the Appellate Procedures.


Appellate cases shall be administered by the AAA Western Case Management Center or such other AAA Center as determined by LPGA.

R-3. National Pool of Arbitrators

The Pool of Arbitrators for appellate cases shall consist of AAA arbitrators who have been approved by the LPGA (“Arbitrator Pool”). The members of the Arbitrator Pool should be fair, impartial, free of any conflicts of interest, and should, if possible, be experienced in the business of sports and/or anti-doping matters.

R-4. Initiation of Appeal

The LPGA shall send the Player’s appeal and the appropriate filing fee to the AAA. The Player shall be responsible for paying one-half (1/2) of the applicable AAA filing fee to LPGA. Notice shall be sent promptly to the Player charged with an alleged Doping Offense (“Commencement Date”). The parties to the appeal 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-32 of the Appellate Procedures set forth in this Exhibit “C”. 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 anti-doping and adjudication of Adverse Analytical Findings is conferred in Tournament and Player Regulations of each of the LPGA and Symetra Tours. Furthermore, every participant in a Tournament executes a tournament-by-tournament or season-long entry form, each of which specifically notifies her that by signing she is subject to and agrees to comply with the contents of 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 appeal under these Appellate 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 appeal 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, Appellate Panel and the parties may also use overnight delivery, or electronic mail (Email), to give notices required by these Appellate 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 Appellate Panel, all documents submitted by any party to the AAA shall simultaneously be provided to the other party to the appeal.

R-9. Number of Appellate Panelists

The Appellate Panel that hears and determines the dispute shall consist of three (3) arbitrators.

R-10. Appointment of Appellate 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 Appellate Panel shall be appointed as follows:

(a) The parties are encouraged to agree to an Appellate 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 Appellate 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 Appellate 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.
The AAA shall designate a chairperson for the Appellate Panel.

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 of the Appellate Procedures set forth in Exhibit “C”.

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 Appellate 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 appeal 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) 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 Appellate Panel

No party and no one acting on behalf of a party shall communicate with a candidate for or actual member of the Appellate Panel about any aspect of the appeal, 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 Appellate Panel so directs, all communications from the parties to an arbitrator shall be sent to the AAA for transmittal to the Appellate Panel.

R-14. Preliminary Hearing

(a) The Appellate Panel shall schedule a preliminary hearing with the parties and/or their representatives no later than five (5) days after constitution of the Appellate Panel. The preliminary hearing shall be conducted by telephone.

(b) During the preliminary hearing, the parties and the Appellate 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 Appellate Panel may require, if it deems appropriate, written briefs from both parties. If written briefs are required, the Appellate Panel shall issue directions in connection with such briefs. As a general rule, the Player shall submit one (1) brief, including an answer to the LPGA charge and any applicable defenses. The LPGA shall submit one (1) written
response brief. Five (5) 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 Appellate Panel, the Appellate 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 twenty (20) days after the Commencement Date 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 Appellate Panel is authorized to resolve any disputes concerning the exchange of information, which should be resolved no later than ten (10) days prior to the hearing.

(c) The Appellate Panel cannot compel the LPGA to disclose any confidential information about Players who are not parties to the appeal, including information about any other Player's drug Test results, TUE Applications, or Appellate Panel decisions relating to the Program.

(d) Unless otherwise agreed by the parties or ordered by the Appellate Panel, at least five (5) 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 Appellate Panel so permits on the basis of exceptional circumstances.

R-16. Time Parameters for Appellate 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 Appellate Panel, the hearing shall be completed within forty-five (45) days of the Commencement Date. On good cause shown by either party, the Appellate Panel may extend the forty-five (45) day time limit; provided, however that absent extraordinary circumstances said extension shall not exceed thirty (30) 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 Appellate Panel 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, excepting the Administrator, shall be excluded from other portions of the
hearing at the discretion of the Appellate Panel. However, unless the interests of justice require otherwise, the Appellate 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 Appellate Panel agrees, hearings may be conducted telephonically.

(b) In accordance with Article E-3-d of the Protocol, the appeal may proceed in the absence of any party or representative who, after due notice, fails to appear or respond.

R-18. Costs
In connection with an appeal, the fees and expenses of the Appellate Panel (preliminary hearing and hearing fees, travel and expense items, etc.) shall be split equally between the parties. Additionally, any costs or expenses reasonably and necessarily incurred by LPGA to secure a venue (including necessary audio visual and technology equipment) for the Appeal shall be split equally between the parties.

R-19. 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-20. Oaths
Following appointment, each member of the Appellate Panel may take an oath of office and, if required by law, shall do so. The Appellate 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-21. 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 service and transcription costs charged by the stenographer shall be shared equally between the LPGA and the Player.

R-22. Official Language of Proceedings and Interpreters
The proceedings shall be conducted in, and the Appellate 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-23. 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 Appellate Panel hears the parties and witnesses as well as the parties’ final oral arguments. The LPGA shall present evidence to support its charge(s). The Player shall have the right to present evidence to support its defense. The Appellate 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 Appellate 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-7 of the Protocol, may be consolidated into one (1) hearing, at the discretion of the Appellate Panel or upon the agreement of the LPGA and the Player charged with a Doping Offense.

R-24. 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 Appellate Panel, as the Appellate 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 Appellate 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 Appellate Panel, the Appellate Panel may accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise). The Appellate 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 Appellate Procedures shall incorporate the proofs and evidentiary standards (including, but not limited to, Section E) of the Protocol.

R-25. Closing of Hearing

The Appellate 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 Appellate 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 Appellate Panel for the receipt of briefs. The time limit within which the Appellate 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-26. Reopening of Hearing
The hearing may be reopened on the Appellate 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 of this Exhibit “C”, the matter may not be reopened unless the parties agree on an extension of time. In any case, the Appellate Panel shall have ten (10) days from the closing of the reopened hearing within which to make an award.

R-27. Waiver of Rules

Any party who proceeds with the appeal after knowledge that any provision or requirement of these Appellate 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-28. Majority Decision

The decision of any two (2) members of the Appellate Panel on any issue shall be conclusive of that issue.

R-29. Time of Award

The award shall be made promptly by the Appellate Panel and, unless otherwise agreed by the parties, no later than fifteen (15) days from the date of the closing of hearing.

R-30. Form and Delivery of Award

Any award shall be in writing and signed by a majority of the Appellate Panel, executed in the manner required by law. In all cases, the Appellate Panel shall render a reasoned award. The Appellate 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. The long-form written award rendered pursuant to this hearing must be held in confidence by all parties to the proceedings, including the AAA and the Appellate Panel. Notwithstanding the foregoing, LPGA shall nonetheless be required to publish the information contained in Section M of the Protocol.

R-31. Modification of Award

Within ten (10) days after the transmittal of an award, any party, upon notice to the other party, may request the Appellate Panel, through the AAA, to correct any clerical, typographical, or computational errors in the award. The other party shall be given five (5) days to respond to the request. The Appellate Panel is not empowered to redetermine the merits of any charge already decided. The Appellate Panel shall dispose of the request within ten (10) days after transmittal by the AAA to the Appellate Panel of the request and any response thereto.

R-32. Applications to Court and Exclusion of Liability

(a) Neither the AAA nor any member of the Appellate Panel in a proceeding under these Appellate Procedures is a necessary party in judicial proceedings relating to the appeal.
(b) Parties to an appeal under these Appellate Procedures shall be deemed to have consented that judgment upon the appellate 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 appeal.

(c) Neither the AAA nor any member of the Appellate Panel shall be liable to any party for any act or omission in connection with any appeal conducted under these Appellate Procedures.

R-33. Interpretation and Application of Appellate Procedures

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