

## 2021 LPGA Anti-Doping Program Protocol

The LPGA has developed this Anti-Doping Program to protect the integrity that is inherent in the sport of golf, and to ensure the health and safety of all players. The use of doping substances is contrary to the spirit of fair competition that has always been a part of golf. This Program is based on the approved International Anti-Doping Standards tailored to the sport of golf. Players are responsible for knowing what constitutes an Anti-Doping Rule Violation under the Program and the substances and methods which have been included on the LPGA Prohibited List. The LPGA is committed to educating players on the dangers associated with doping substances. The Program will be administered by the LPGA Anti-Doping Program Administrator, with the assistance of LPGA staff and external legal, medical, and scientific experts. Italicized words in this Program have the meanings set forth in Section A. Definitions of this 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. **Atypical Finding:** A report from a *WADA*-accredited laboratory or other *WADA*-approved laboratory or entity that, consistent with the *WADA International Standard for Laboratories* and related technical documents, identifies a *Sample* that requires further investigation is provided by the *Testing Agency* prior to the determination of an *Adverse Analytical Finding*.
11. **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*.
12. **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*.
13. **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.
14. **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.

15. **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.
16. **Doping Control Station**: The location where a *Sample* is collected.
17. **Doping Offense(s)**: Any act(s) by a *Player* in violation of Section D of this *Protocol*.
18. **Drugs of Abuse**: Substances included on the Drugs of Abuse List.
19. **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*.
20. **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*.
21. **Failure to Comply**: A term used to describe a *Player’s* unwillingness or refusal to cooperate with *Sample Collection*.
22. **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.
23. **In-Competition**: The period commencing at midnight the night before the first day of a *Tournament* in which a *Player* is entered through the first to occur of (i) midnight of the day a *Player* finishes participating in a *Tournament*, and (ii) completion of the *Player’s Sample Collection* in connection with a *Tournament*.
24. **in writing**: The term “in writing” includes either a document printed or handwritten on paper (or similar medium), or an electronic-mail message.
25. **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*.

26. **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*.
27. **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*.
28. **Metabolite:** Any substance produced by a biotransformation process in the human body.
29. **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*.
30. **Out-of-Competition Testing:** Any *Doping Control* which is conducted on a *Player* which is not *In-Competition*.
31. **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*.
32. **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.
33. **Program:** The Anti-Doping Program that applies to all *Players*.
34. **Protocol:** This written explanation of the *Program*, including any and all attachments and exhibits.
35. **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*.
36. **Prohibited Method:** Any method described on the *Prohibited List* as a *Prohibited Method*.

37. ***Prohibited Substance:*** Any substance within the categories of substances described on the *Prohibited List* as *Prohibited Substances*.
38. ***Provisional Suspension:*** The discretionary suspension of a *Player* from *Tournament* competition and all other *LPGA* and *Symetra Tour* activities, based upon an *A-Sample* and *B-Sample Adverse Analytical Finding*, that takes effect prior to a final decision regarding whether a *Doping Offense* has occurred.
39. ***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*.
40. ***Registered Testing Pool:*** The pool of *Players* who are required to submit whereabouts information for purposes of *Out-of-Competition Testing* or *Reinstatement Testing*.
41. ***Regulations:*** The *Tournament* and *Player Regulations* and *Handbooks* of each of the *LPGA* and *Symetra Tours*, hereby incorporated by reference.
42. ***Reinstatement Testing:*** The *Out-of-Competition Testing* of a *Player* who is serving a suspension penalty under this *Protocol* and has not resigned her *LPGA* or *Symetra Tour* membership in writing or, if having resigned, indicates her intention to resume *Tournament* competition after satisfying her penalty obligations.
43. ***Sample:*** Biological material (including, without limitation, urine and/or blood) collected for the purposes of *Doping Control*.
44. ***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*.
45. ***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*.
46. ***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*).
47. ***Secure Collection Automated Network (or "SCAN"):*** *Testing Agency's* paperless *Chain of Custody* technology used during the *Sample Collection*.

48. **Standards For Testing:** A set of standards attached to this *Protocol* as “Exhibit A”).
49. **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*.
50. **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 *LPGA* 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.
51. **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*.
52. **Symetra Tour:** The developmental tour for golfers seeking to play on the *LPGA* tour.
53. **Tampering:** Intentional conduct which subverts the *Doping Control* process but which would not otherwise be included in the definition of *Prohibited Method*. *Tampering* shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of a *Sample*, affecting or making impossible the analysis of a *Sample*, falsifying documents submitted to the *LPGA* or an *Anti-Doping Official* or *TUE Panel* or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the *LPGA* or *Anti-Doping Official* or hearing body to affect Results Management or the imposition of *Provisional Suspension* or Penalty, and any other similar intentional interference or *Attempted* interference with any aspect of *Doping Control*.
54. **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 its sole discretion), selection and notification of *Players* for *Testing*, *Sample* collection, *Sample* handling, *Sample* transport to the laboratory, and laboratory analysis of *Samples*.
55. **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.
56. **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*.

57. **Trafficking:** Selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a *Prohibited Substance* or *Prohibited Method* (either physically or by any electronic or other means) by a *Player*, *Player's Support Personnel* or any other person subject to the *Program* to any third party; 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, and shall not include actions involving *Prohibited Substances* which are not prohibited in *Out-of-Competition Testing* unless the circumstances as a whole demonstrate such *Prohibited Substances* are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.
58. **TUE Panel:** A panel that may include one or more members of the *Medical Advisory Committee*, who decide whether to grant or deny a *TUE*.
59. **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*.
60. **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*).
61. **Use:** The utilization, application, ingestion, injection or consumption by any means whatsoever of any *Prohibited Substance*, *Prohibited Method*, or *Drug of Abuse*.
62. **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.
63. **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*.
64. **Women's World Golf Rankings (or “WWGR Rankings”):** 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 and Jurisdiction:*** The *Doping Control* rules in this *Protocol* govern all *Players*, regardless of age or membership status. All *Players* agree to comply with and be bound by the terms of the *Program*. The *LPGA* retains jurisdiction to bring *Doping Offense* cases against retired *Players*, including *Players* who are not *LPGA* or *Symetra Tour* members, on account of a *Doping Offense* that occurred while a *Player* was a member or while a *Player* was participating in a *Tournament*.
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* list 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*.
  - 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 and Minimum Reporting Levels*: Excepting those substances for which a quantitative threshold, minimum reporting level, or other criteria is specifically identified in the *Prohibited List* or the *WADA International Standard for Laboratories* or associated technical documents, 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, Refusing or Failing to Submit to Sample Collection:*** Evading *Sample Collection* or refusing or failing to submit to *Sample Collection* without compelling justification after notification by a duly authorized person.
4. ***Filing Failures and Missed Out-of-Competition Tests:*** 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 or Attempted Complicity in a Doping Offense:*** Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity or *Attempted* complicity involving a *Doping Offense* or any *Attempted Doping Offense* by another *Player* or person.
10. ***Admission:*** Where a *Player* voluntarily admits the commission of a *Doping Offense* before or after having received notice of a doping allegation under Section I-5 of the *Protocol*.

## 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 or 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)***: 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 *Registered 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)***: 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 *Registered Testing Pool*;
  - ii. Of the consequences that flow from a missed *Out-of-Competition Test*;
- b. The *Sample Collection Personnel* made reasonable repeated attempts to locate (short of giving the *Player* advance notice) and *Test* the *Player* during a time period 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* and *Drugs of Abuse* list**

1. ***Publication of Prohibited List and Drugs of Abuse:*** The *LPGA* shall publish a *Prohibited List* and a *Drugs of Abuse* list 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* list 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* website.
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 the *Regulations*. Such a violation will result in a "Major Penalty," imposed 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. ***Criteria for TUEs and Player Compliance:*** The criteria for obtaining a *TUE* are set forth in Exhibit "B", "*TUE Application Procedures*". The *Player* shall be responsible for complying with and 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 the *Drugs of Abuse* list. 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 subject to the following:
  - a. **Emergency Situations:** A *TUE* Application may be submitted retroactively where emergency treatment or treatment of an acute medical condition was required. The *TUE Panel* shall exercise its sole discretion to determine whether the circumstances constituted an emergency situation. If the *TUE Panel* determines that an emergency situation did not exist, then the Application shall be treated as a non-emergency retroactive *TUE* Application as set forth below.
  - b. **Non-Emergency Retroactive Applications:** Outside of emergency circumstances, retroactive *TUEs* may be granted only where the *Player* undergoes, at her expense, all testing procedures required by the *TUE Panel* and where, in the opinion of the *TUE Panel*, the medical justification for the *TUE* is clear.
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 its sole discretion. *LPGA* reserves the right in its discretion to include any *Player* in the *Registered Testing Pool* or to require other *Players* to provide their whereabouts information on a case-by-case basis to confirm location and to permit *Out-of-Competition Testing*.
2. ***Reinstatement Testing:*** The *LPGA*, and its *Testing Agency*, reserve the right to conduct *Reinstatement Testing* throughout the course of a *Player's* suspension period and/or following notice from the *Player* of her intent to return to competition following retirement. 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* and the *WADA International Standard for Laboratories*.
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*, the *Drugs of Abuse* list or *Monitored List*, to establish a *Player's* biological profile, or for purposes of research as defined in the *WADA International Standard for Laboratories*. The *Administrator* may identify



*Samples* for long-term storage. A *Sample* may be reanalyzed at any time at the direction of the *Administrator*.

## I. Results Management

1. ***Atypical Finding:*** Upon receipt of a laboratory report indicating an *Atypical Finding*, the *Administrator* shall conduct any follow-up investigation that s/he deems appropriate. There shall be no limitation on the authority of a *Testing Agency* or laboratory to conduct repeat or additional analysis on a *Sample* that produces an *Atypical Finding*.
2. ***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; however, there shall be no limitation on the authority of a *Testing Agency* or laboratory to conduct repeat or additional analysis on a *Sample* prior to the time the *Administrator* notifies a *Player* of the negative result.
3. ***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*.
4. ***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*.
5. ***Procedural Infirmity:*** 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.
6. ***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.
7. ***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.
8. ***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*.
9. ***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.
10. ***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*. The 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 an *Atypical Finding* or any other *Doping Offense*;
  - b. Unconfirmed Test Result: Analysis of the *Player's B-Sample* does not confirm the result from an *A-Sample Atypical Finding* or *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, 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.

11. ***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*. (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*.)

12. ***Player Participation During a Provisional Suspension:*** Any *Player* charged with a *Doping Offense* and who has received a *Provisional Suspension* may not compete in *Tournament* play, in other *LPGA* and *Symetra Tour* activities, or on any other women's professional golf tour that impacts the *Rankings* during the *Provisional Suspension* period. If a *Player* violates the above prohibition, the penalty for such violation shall be to forfeit any credit for the period of time she serves a *Provisional Suspension* prior to commencement of any subsequent suspension penalty assessed under Section K-2 of the *Protocol*. (For example purposes only, if a *Player* is charged with a *Doping Offense*, receives a *Provisional Suspension*, plays once on another women's professional golf tour during a two (2) month *Provisional Suspension* period, is then found guilty of a *Doping Offense* and receives a one (1) year suspension, she will not receive a credit for the two (2) month period of time she served a *Provisional Suspension*).

## **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. No discovery shall be permitted for any hearing under this section other than as follows: (i) In support of an *Adverse Analytical Finding* or *Atypical Finding*, laboratories shall be required to produce the laboratory documentation required by the *WADA International Standard for Laboratories*; and (ii) For decisions involving *TUEs*, the *Administrator* shall produce a file of all documents considered by the *TUE Panel*. Penalties previously imposed on other *Players* by the *LPGA* shall not be discoverable or considered relevant in subsequent hearings. 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 *Tournaments* at which the *Doping Offenses* occurred or the relevant *Samples* were collected (or was sought to be collected), and she shall forfeit all related prize money, points, titles, and awards (if any) earned at, or as a result of participation in, such *Tournaments*.

- 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 points, titles, and awards (if any) to other *Players* who competed in the *Tournaments* from which a *Player* was disqualified as a result of a *Doping Offense*.
- d. Impact on Tournament Winner: In the event a doping penalty causes the winner of a given *Tournament* 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) points, awards or tournament and/or playing status exemptions.

## 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* and *Symetra Tour* activities. The presumptive suspension period is one (1) year. After serving the suspension, the *Player* shall have the status and exemptions on the *LPGA* and *Symetra Tour* as if she voluntarily decided not to play during the period in which she was suspended.
  - 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* and *Symetra Tour* activities. 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* and accepts the sanction imposed, 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 or Provisionally Suspended: No *Player*, while serving a doping-related suspension or provisional 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, coach or agent 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 compete only in *Q-School* for the upcoming season in which she will have the opportunity to regain eligibility, provided she has complied with any applicable suspension period. If a *Player* competes on any other women's professional golf tour that impacts the *Rankings*, while serving a doping-related suspension under this *Protocol*, the penalty for such violation shall be an extension of her original 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 *Rankings* (for example purposes only, if, after serving six (6) months of a one (1) year suspension under this Protocol, a *Player* then plays during a six (6) month period on another women's professional golf tour that impacts the *Rankings*, 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, starting on the last date played on the other tour.

- d. Whereabouts Information Requirement: Throughout the course of a *Player's* suspension period, she will be included in the *Registered Testing Pool* and will be required to provide all relevant whereabouts information requested of her to the *Testing Agency* and must make herself available for *Reinstatement Testing* and must have a negative test result 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 and the Regulations.

### 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* at 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 suspend 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* or other violation(s) of the *Regulations* committed by another *Player* or which results in a criminal authority discovering or bringing forward a criminal offense against another *Player*, member of a *Player's* entourage, *Player* representative(s) or others associated with a *Player* (e.g. doctors, therapists, support personnel, etc.). 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/or 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 suspended. If the otherwise applicable period of suspension is a lifetime suspension, the non-suspended 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 as one (1) *Doping Offense*.
- 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: 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 notified, 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**: Subject to Section M.2. below, 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, or based on information provided by, the *Player* or her entourage or other representative(s). In the event that a *Player* or *Player*'s entourage, other representative(s) or others associated with the *Player* make(s) public comments about their case or the process involving the *Player*, or why the *Player* is not participating or playing while *Provisionally Suspended*, 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 Date: January 1, 2021.

## 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;
    - ii. 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 BREG-KIT, which is used to transport the *Sample*. The *Sample Collection Personnel* shall remove the contents of the BREG-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” BEREK-KITS, remove the red security rings and seal the kits for transport.
- i. Each BEREK-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;
  - b. Date and time of *Sample* provision;
  - c. *Sample* barcode label and seal number(s);
  - d. Required laboratory information on the *Sample*;
  - e. Any irregularities in notification or *Sample Collection* procedures;
  - f. *Player* comments or concerns regarding the conduct of the *Sample Collection*, if applicable;
  - g. Name and signature of the *Player*;
  - h. 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*.
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**EXHIBIT "B"**

**2021 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: _____
<b>TUE reply to be sent to: (Please select <u>one</u> option by ticking the appropriate box)</b>	
<input type="checkbox"/>	<b>Fax:</b> _____
<input type="checkbox"/>	<b>E-mail:</b> _____

## 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,





Emergency

Duration (weeks/months): \_\_\_\_\_

In the case of an emergency treatment, please indicate all relevant information to explain the emergency.

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### 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) \_\_\_\_\_

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### 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.

Pharmacy Name	Address (City, State, Zip, Country)	Phone Number	Date(s) Provided	Quantity (e.g. 60 tablets)	Name of Pharmacist

**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)

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To whom was it submitted? \_\_\_\_\_

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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](mailto:AntiDoping@LPGA.com)**

**PLEASE DO NOT FAX *TUES* OR OTHER SUPPORTING DOCUMENTS**

## 2021 Therapeutic Use Exemption (TUE) Application Procedures<sup>1</sup>

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* may allow an exception to be made for a *Player* with a documented medical history demonstrating the need for *Use* of a *Prohibited Substance* or *Prohibited Method*, provided that the criteria for a *TUE* are met.

### 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* or *Prohibited Method* without risk until **after** a *TUE* is granted.
- B. Any *Player* who *Uses* a *Prohibited Substance* or *Prohibited Method* 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 *Prohibited Substance* or *Prohibited Method* 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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<sup>1</sup> Subject to amendment by the *LPGA*

- C. The *Use of the Prohibited Substance or Prohibited Method* 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.

A *TUE* can only be granted if all above criteria are fulfilled.

- 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 *Use of a Prohibited Substance or Prohibited Method*, 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 or Prohibited Method*.
- 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*, which may consist of one or more members of the *Medical Advisory Committee*, 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* or *Prohibited Method* 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* or *Prohibited Method* **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* or *Prohibited Method* related to that *TUE*, the *Player* is responsible for resubmitting a *TUE* Application with respect to that *Prohibited Substance* or *Prohibited Method*. 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 2021 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](mailto:Anti.Doping@LPGA.com)**

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**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.

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

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 the *Regulations*. 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.

(c) The AAA shall designate a chairperson for the *Appellate Panel*.

(d) A vacancy (i.e., an arbitrator who becomes unavailable or experiences a conflict of interest after appointment) shall be filled by the AAA in accordance with the provisions set forth in R-10-a and R-10-b of the Appellate Procedures set forth in this 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. No discovery shall be permitted for any hearing under this section other than as follows: (i) In support of an *Adverse Analytical Finding* or *Atypical Finding*, laboratories shall be required to produce the laboratory documentation required by the *WADA International Standard for Laboratories*; and (ii) For decisions involving *TUEs*, the *Administrator* shall produce a file of all documents considered by the *TUE Panel*. Penalties previously imposed on other *Players* by the *LPGA* shall not be discoverable or considered relevant in subsequent hearings. 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 and Section J) 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.