



**PLDA SPORT MANUAL**  
**Policies & Rules – 2021 Season**

October 7, 2020 – Pre-Season DRAFT

# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>4</b>
<b>1.0 Policies.....</b>	<b>4</b>
1.1 Eligibility/Divisions.....	4
1.2 Weather Conditions.....	5
1.3 Amateur/Professional Status.....	5
1.4 Dress Code.I.....	6
1.5 Food and Beverage.....	6
1.6 PLDA Achievement Terminology & Proper Use .....	6
1.7 Code of Conduct .....	7
1.8 Gender Policy Review .....	11
1.9 Service Animals .....	11
1.10 Competitor Agreement .....	12
1.11 Standard Terms & Conditions .....	12
1.12 Registration Procedure and Entry Fees .....	12
1.13 Event Cancellation and Policy Fees .....	13
1.14 World Ranking Points .....	13
1.15 Sponsorship.....	13
<b>2.0 Rules.....</b>	<b>15</b>
2.1 General.....	15
2.1.1 Golf .....	15
2.1.2 Golf Clubs.....	15
2.1.3 Tees.....	15
2.1.4 Gloves.....	15
2.1.5 Footwear.....	15
2.1.6 Towels.....	15
2.1.7 Headphones.....	16
2.1.8 Additional Articles.....	16

2.1.9 Qualified Drive Definition.....	16
2.1.10 Video Replay.....	17
2.1.11 Confirmed Yardages.....	17
2.1.12 Tie Breakers.....	17
2.1.13 Starting .....	19
2.1.14 Competition Tee.....	19
2.1.15 Alternates.....	20
2.1.16 Head Rules Official.....	20
<b>2.2 PLDA World Championship Qualifying.....</b>	<b>20</b>
<b>2.3 PLDA Tour Event.....</b>	<b>23</b>
<b>2.4 PLDA World Championship (PLDAWC).....</b>	<b>24</b>
<b>3.0 Exhibits.....</b>	<b>28</b>
<b>3.1 Competitor Agreement.....</b>	<b>28</b>
3.1.1 Standard Terms & Conditions.....	30
<b>3.2 Gender Policy .....</b>	<b>37</b>

# INTRODUCTION

Originating in June 2020, the Professional Long Drivers Association is an organization that brings together golf's longest Hitters from around the globe. Emerging as one of golf's most popular grass roots competitions. ESPN proclaiming that Long Drive has "recently started to enter the mainstream of golf;" Men's Journal noting "with the sport's ascendant profile and ever-growing prestige," fans should "buckle up for more high-octane action;" Golf Digest saying Long Drive as a sport is "on the upswing, gaining traction;" and Golf.com claiming it as "an eye-opening experience."

*Mission:*

***To power the global league for the sport of Long Drive (and to CRUSH golf balls farther than anyone else).***

*Vision:*

***Golf at its farthest, loudest, most athletic and adrenaline-filled extreme.***

*Primary Objectives :*

1. ***Competition*** – professionalize the sport and produce iconic events
2. ***Community*** – create global stars and unite long drivers worldwide
3. ***Commercial*** – maximize a sustainable revenue source and power global growth

## 1.0 POLICIES

### 1.1 ELIGIBILITY

The Professional Long Drivers Association ("PLDA") operates Local and Regional Qualifying, PLDA Tour Events, PLDA Exhibition Events and the PLDA World Championship ("PLDAWC"), available to Amateurs and Professionals, sanctioned long drive events throughout the world, collectively the ("Events").

1.1.1 Divisions: PLDA's Divisions for 2020 include:

- Open Division (age 18+ all genders)
- Ladies Division (open to women only)
- Senior Division (age 45+)
- Junior Boys and Girls Division (under 18, held at select events)
- Military and Paralympic (exhibitions held at select events)

1.1.2 Birthday Rule. The Open Division is available to Hitters who are at least eighteen (18) years of age by the first day of competition at any given event. The Senior Division is available to Hitters who are at least forty-five (45) years of age by the first day of competition at any given event. Hitters who are forty-five (45) years of age and older may elect to compete in both the Open Division and the Senior Division. The Junior Division is available to Hitters who will turn eighteen (18) years of age within the year of competition or younger and must have written parent/guardian consent.

## 1.2 WEATHER CONDITIONS

1.2.1 Suspended Play or Cancellation. The PLDA cannot guarantee weather conditions during competition or that the conditions will remain constant during competition. Severe weather- related conditions may delay or suspend play. Such conditions include: (i) the safety of the Hitters due to the danger from lightning; and (ii) the PLDA competition tee or grid being deemed unplayable at the PLDA's sole discretion. If such inclement weather is present, every effort will be made by the PLDA to complete the event. If play is delayed, all Hitters should remain on property at the host facility and await official announcements from the PLDA. If the conditions remain unplayable and/or lightning is present, the PLDA will choose one of the following options at PLDA's sole discretion: (i) the event may be shortened and become official; or (ii) the format may be altered (e.g. single elimination, fewer balls per set, or more eliminated in each round).

1.2.2 Weather-Related Refund Policy. While the PLDA will do everything possible to complete the event, the PLDA will not issue refunds to any Hitter if severe weather-related conditions shorten the event. The PLDA's decision to pause and/or resume the event is at the PLDA's sole discretion, and all marks will stand and will be deemed final.

### **1.3 AMATEUR / PROFESSIONAL STATUS**

The PLDA will follow the USGA Rules of Amateur Status. For more information on keeping Hitter's amateur status please visit: <http://www.usga.org/rules/rules-of-amateur-status.html#!rule-01>.

- Hitters must declare their amateur status at the time of registration for each event
- A Hitter may change their status at any time throughout the year (not during a competition)
- Professional Status makes a Hitter eligible to receive a prize without limit of value
- Amateur Status limits a Hitter to be eligible for a prize of no greater than \$750 in value (other than a symbolic prize)

### **1.4 DRESS CODE**

1.4.1 Open Division and Senior Division. Hitters are allowed shorts in qualifier events and preliminary rounds (non-TV rounds) of Tour events. In TV rounds, male Hitters will wear slacks or long pants. Denim and cutoffs are not permitted. Male Hitters are allowed collared golf shirts or "mock" collared-shirts. Sleeveless shirts or tank tops are not allowed. Shirts must be tucked in. Closed-toe shoes must be worn on the range and in competition areas.

1.4.2 Ladies Division. Hitters are allowed shorts, pants, skirts or similar. Denim and cutoffs are not permitted. Female Hitters are allowed sleeveless and collarless shirts. Closed-toe shoes must be worn on the range and in competition areas.

1.4.3 Props & Other Garments. All Hitters are allowed worn props or garments for Hitter introductions so long as they have no sponsor branding and are placed out of camera view while hitting and removed before the first Hitter in the set goes onto the tee box.

### **1.5 FOOD AND BEVERAGE**

During a PLDA sanctioned event, only soft drinks, energy drinks, sports drinks and/or water are permitted in the teeing/competition area(s) in non-sponsored containers (e.g. generic water bottle, small manufacturer logo). Alcoholic beverages are not permitted to be consumed during the event by Hitters in the teeing/competition area(s). See Code of Conduct for additional information on alcohol use.

## **1.6 PLDA ACHIEVEMENT TERMINOLOGY & PROPER USE**

PLDA Hitters past/future should follow the below guidelines to ensure PLDA achievements are correctly attributed:

1.6.1 PLDA Tour Event: Winning an official PLDA Tour event allows the Hitter to reference themselves as:

1.6.1.1 PLDA Tour [Event Name] Winner

1.6.1.2 PLDA Tour [Event Name] Winner and/or Tour Winner

1.6.1.3 [Event Name] Champion

1.6.1.4 A Hitter may NOT say “World Champion” or similar language about a PLDA Tour Event that will cause confusion with winning the World Championship vs. a Tour Event.

· Example:

- [Event Name] Champion
- [Event Name] Ladies Division Champion
- [Event Name] Senior Division Champion

1.6.2 PLDA World Championship: Winning the World Championship event allows the Hitter to reference themselves as the following:

1.6.2.1 Open Division

- PLDA World Champion
- PLDA World Champ

1.6.2.2 Ladies Division

- PLDA World Champion
- PLDA World Champ

- PLDA World Ladies Division Champion
- PLDA World Ladies Division Champ

#### 1.6.1.3 Senior Division

- PLDA World SeniorDivision Champion
- PLDA World Senior Division Champion
- PLDA World Senior Champ

## 1.7 CODE OF CONDUCT

1.7.1 Standard of Conduct. As representatives of the sport, Hitters are held to a high standard by the PLDA, the media and the public. Responsible conduct advances the interest of the sport and the PLDA. Irresponsible behavior can negatively impact both the Hitter and the PLDA and undermines the positive image set by other Hitters. Hitters and their guest(s) shall conduct themselves in a responsible manner at all times.

1.7.2 General Behavior. The PLDA reserves the right to eject, disqualify and remove any Hitter, without a refund, or any individual at any time for conduct deemed inappropriate or damaging to the reputation of the PLDA or the sport at the PLDA's sole discretion. Discipline may be imposed, but not limited to, the following examples:

1.7.2.1 Excessive display of anger, vulgar language or club throwing.

1.7.2.2 Any action that puts the safety of fans, officials, staff or fellow Hitters in harm.

1.7.2.3 Excessive alcohol/illegal drug use.

1.7.2.4 Lack of etiquette or disrespect to a fellow Hitter, official, staff or any other individual.

1.7.2.5 Criminal offenses including, but not limited to, those involving the use or threat of violence; domestic violence; and other forms of partner



abuse; theft and other property crimes; sex offenses; obstruction or resisting arrest; disorderly conduct; fraud; racketeering; money laundering; prohibited substances, performance-enhancements and substance abuse.

1.7.2.6 Unlawful possession of a gun or other weapon. Possession of weapons of any kind are prohibited at the Events, even if lawfully possessed.

1.7.2.7 Any action that threatens the integrity of the event to manipulate the results of the event.

1.7.2.8 Violent, threatening or harassing behavior.

1.7.2.9 Derogatory or offensive conduct including insulting language, or actions about a person's ethnic background, heritage, color, race, national origin, age, religion, disability, gender or sexual orientation.

1.7.2.10 Inappropriate physical, verbal and online behavior (such as inappropriate statements made by social media, email, text message, private messages, DMs, snaps, etc.).

1.7.2.11 Betting on anything related to the PLDA event.

1.7.2.12 Conduct that undermines the integrity and reputation of the PLDA.

1.7.2.13 Unreasonable attacks or disparagement of events, sponsors, fellow Hitters, the sport or the PLDA (responsible expressions of legitimate disagreement with the PLDA or its policies is not prohibited).

1.7.2.14 Conduct unbecoming of a professional or conduct that may bring disrepute on the individual, the PLDA or the sport.

1.7.2.15 Any other conduct deemed inappropriate in the sole discretion of the PLDA.

1.7.3 Alcohol. Hitters must conduct themselves in a responsible manner during events. Consuming alcoholic beverages during any portion of the event (ex. qualifiers, preliminary rounds, final rounds) is prohibited in the tee box/competition area. Moderate, responsible consumption of alcoholic beverages after the event or during social functions is permitted.

1.7.4 Digital Conduct. Digital and social media are critical parts of PLDA's marketing efforts and strategies. PLDA holds Hitter's actions via digital communication to the same high standards across TV, radio and our other social / digital platforms consistent with our Code of Conduct under the following conditions:

1.7.4.1 Hitters, or their representatives, may capture images, video and audio during events for posting on personal, social or digital platforms.

1.7.4.2 Content may not be live-streamed or posted "shot by shot" so as not to violate broadcast agreements during televised rounds of the event

1.7.4.3 Any commercial use of PLDA-owned digital content or footage is prohibited, unless agreed upon in writing by PLDA.

1.7.4.4 PLDA content may not be edited by the Hitter, or representatives, in any commercial manner.

1.7.4.5 No digital or social media accounts may be created that suggest it is authorized or endorsed by PLDA without written permission.

1.7.4.6 Sponsors or representatives of Hitters may engage with Hitter social media posts, in the form of likes, shares or retweets in a manner that does not imply an official relationship with PLDA.

1.7.4.7 Commercial entities may not film or photograph PLDA events for marketing and promotional purposes without prior approval from PLDA. Any commercial entity seeking footage for commercial purposes should contact PLDA to discuss licensing.

1.7.4.8 The Hitter is responsible for his/her own content and any potential approvals of other Hitters, officials, fans, etc., depicted in the content.

1.7.5 Penalties. The PLDA reserves the right to impose the sanctions below, including deduction of points, deduction of world ranking points, ejection from the event, ejection from future events or suspension from the sport. In most cases, the final call for Penalties will be made by the Head Rules Official or the designated official on-site as determined by the PLDA.

## **1.8 GENDER POLICY OVERVIEW**

The PLDA is an organization that respects the right to compete for all individuals. In particular, the Gender Policy sets forth the procedures by which a transgender long drive Hitter may participate in PLDA events, including the PLDAWC, and is intended to ensure fair competition for all Hitters participating in any event on the PLDA schedule. The PLDA Gender Policy can be found in Exhibit 3.3.

## **1.9 SERVICE ANIMALS**

PLDA prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to any PLDA event, except for any planned, advance promotions or service animals pursuant to the Americans with Disabilities Act (“ADA”). Per the ADA, a “service animal” is defined as “any animal individually trained to work or perform tasks for the benefit of an individual with a disability. Emotional support animals are not considered “service animals” under the ADA; however, PLDA may, in PLDA’s sole discretion, allow emotional support animals at PLDA events when permitted by applicable law and by the facility hosting the applicable PLDA event.

## **1.10 COMPETITOR AGREEMENT**

All Hitters must sign the Competitor Agreement provided by the PLDA prior to competing in any PLDA sanctioned event. See attached [Exhibit 3.1](#).

## **1.11 STANDARD TERMS AND CONDITIONS**

All Hitters must agree to the PLDA Standard Terms and Conditions that can be found [Exhibit 3.1.1](#).

## **1.12 REGISTRATION PROCEDURE AND ENTRY FEES**

Official Entry Form. All Hitters must fill out an official entry form and pay the entry fee prior to competing. Entry fees for PLDA events must be paid by every Hitter. Once registered, the Hitter's name will be added to the official PLDA score sheet, and this will determine the hitting order for the PLDA event. A Hitter must declare his or her Division(s) upon registration at the Local Qualifying - Stage 1 event and for each paid attempt along with Amateur/Professional status as in Section 1.3. Hitters have two (2) ways to register for PLDA events:

1.12.1 Hitters are encouraged to sign up online at [www.ProLongDrivers.com](http://www.ProLongDrivers.com) (when available) prior to the event to ensure a hitting time.

1.12.2 A Hitter can register on-site for as many attempts as necessary to qualify so long as space is available. Hitters who register on-site will be placed in the next available hitting time at the completion of registration.

### **1.13 EVENT CANCELLATION POLICY AND FEES**

1.13.1 PLDA Tour Events and PLDAWC. Hitters may cancel their registration for PLDA Tour events and the PLDAWC by notifying the PLDA at [Registration@ProLongDrivers.com](mailto:Registration@ProLongDrivers.com). If the PLDA receives a Hitter's cancellation seven (7) days prior to the day of the applicable event, the PLDA will refund that Hitter's entry fee for the applicable event less any fees incurred which the PLDA will deduct from all entry fee refunds. If the cancellation request occurs within 7 days of the applicable event a one hundred and twenty dollar (\$120) fee plus any fees incurred for processing the refund will be deducted from all entry fee refunds.

1.13.2 Local Qualifying - Stage 1 and Regional Qualifying - Stage 2 Events. The entry fee for Local Qualifying - Stage 1 events is Forty Dollars (\$40 USD) and the entry fee for Regional Qualifying - Stage 2 events is One Hundred and Fifty (\$150) for Amateurs and Two Hundred and Fifty Dollars (\$250 USD). Entry fees for Local Qualifying - Stage 1 and Regional Qualifying - Stage 2 events will not be refunded at any time for any reason.

## **1.14 WORLD RANKING POINTS**

1.4.1 Due to COVID and the limited travel throughout the United States and Globally, world ranking points are not currently being calculated. The PLDA will have a formal world ranking point system during the 2021 season or when international travel resumes.

## **1.15 SPONSORSHIP**

1.15.1 Overview. To ensure that Hitters clearly understand the applicable parameters covering sponsorship and endorsement contracts, the PLDA has adopted the following policy for all PLDA sanctioned events. All sponsorships, endorsements and promotional activities by Hitters, whether during or outside PLDA sanctioned events, are subject to the approval of the PLDA in writing. (For purposes of this policy, all such promotional activity is referred to as "Sponsorships".) Generally, all Sponsorships must be tasteful and in accordance with standards of decorum expected of long drive professionals. Sponsorships by companies whose business reputation or ongoing business activities may reflect adversely upon the image and reputation of the PLDA or its sponsors will not be approved. The following addresses categories of special concern:

1.15.2 Disparaging or Explicit Brands. Any brand that depicts or degrades a segment of the population is not allowed or one that brings disrepute upon the PLDA or the sport.

1.15.3 Logo Size, Location and Quantity. Logos on a Hitter's clothing, headwear and footwear must be in good taste as to size, location and quantity. Logos must not exceed three by five inches (3"x5") to be considered reasonable. Generally accepted locations are as follows: right and left chest of shirt; right and left sleeve of shirt; right and left collar of shirt; yoke of the shirt; and front, back and sides of headwear. Examples of unacceptable locations include: across the back of a shirt; down the length of either sleeve; and down the length of a

Hitter's pant legs and rear-end area of a Hitter's pants. In addition, hat, shirt, pants and footwear designs may incorporate the apparel maker's logo, other corporate logos, words, slogans, or the like provided they do not exceed the three by five inches (3" x 5") size guideline and cannot have a variation of the logo be incorporated into the overall design of the garment, or a repeating mark, that exceeds the size or quantity specifications above. For any questions about Sponsorships, Hitters should contact the PLDA.

## **2.0 RULES**

### **2.1 GENERAL**

2.1.1 Golf Ball. Hitters are required to hit the golf ball provided by the PLDA, or the ball designated at the time of the sanctioned event, to require all Hitters to hit the same ball during the event. Hitter is required to ensure that PLDA issued golf balls are visible at all times.

2.1.2 Golf Clubs. Golf clubs used in PLDA sanctioned events cannot appear on the United States Golf Association ("USGA") Non-Conforming List and must appear on the USGA® Conforming List available at [www.usga.org](http://www.usga.org). In addition, all golf clubs used in PLDA events must conform with the USGA® Rules of Golf (Appendix II, 1c), which limits golf club length to a maximum of forty-eight inches (48"). This USGA rule will be upheld by the PLDA at all PLDA sanctioned events with the use of a CLUBLENGTH™ Ruler Measuring Tool that conforms to the USGA® method for measuring golf club length. In addition, all golf clubs are subject to Characteristic Time ("CT") testing at any time during a PLDA event at the PLDA's sole discretion. All equipment, including golf clubs, is subject to inspection by the PLDA at the PLDA's sole discretion, and PLDA reserves the right to confiscate any golf clubs and/or equipment that do not conform to the guidelines set forth herein. Use of illegal equipment could be confiscated or result in disqualification.

2.1.3 Tees. All tees must conform to the USGA® Rules of Golf (see Appendix IV - Devices and Other Equipment – Rule 11). Use of teeing systems consisting of a clawed, circular anchor without accompanied string, is permissible.

2.1.4 Gloves. All gloves must conform to the USGA® Rules of Golf (see Appendix IV - Devices and Other Equipment – Rule 14-3).

2.1.5 Footwear. Golf shoes with metal spikes are not allowed during any PLDA event. Any Hitter wearing golf shoes with metal spikes during a PLDA event will be disqualified from such event. Close toed-shoes must be worn.

2.1.6 Towels. Hitters must keep towels behind the area in which their ball is teed, whether that be the round teeing disc or grass in between designated tee markers (i.e., teeing area).

2.1.7 Headphones. Hitters cannot wear headphones during any PLDA event; however, use in the warm up area is permissible.

2.1.8 Additional Articles. Hitters may not bring other articles (e.g. umbrellas) to the area in which their ball is teed (i.e., teeing area) (except as allowed within the dress code policy below) or anything that may be considered an alignment aid.

2.1.9 Qualified Drive. A “Qualified Drive” must carry and come to rest at a minimum of two hundred and eighty (280) yards for Hitters competing in the Open Division, two hundred and sixty (260) yards for Hitters competing in the Senior Division, two hundred (240) yards for Hitters competing in the Ladies Division and two hundred (200) yards for Hitters competing in the Junior Division. Inclement weather, or other factors, may result in the minimum yardages outlined above being lowered, which will be determined at the PLDA’s sole discretion. Qualified Drives must meet the following requirements:

2.1.9.1 A Hitter’s golf ball must come to rest within the designated boundaries of the PLDA competition grid

2.1.9.2 A Hitter’s golf ball touching any part of the PLDA competition grid boundary is considered “in play”



2.1.9.3 A Hitter's golf ball that comes into contact with any obstruction or surface outside the PLDA competition grid will not be considered a Qualified Drive, regardless if the golf ball comes back into the PLDA competition grid boundary

2.1.9.4 A Hitter's golf ball that does not carry and come to rest in the minimum yardage for that Hitter's Division as outlined above is considered "out of play" and will be considered out of bounds

2.1.9.5 The official ruling on each of the above circumstances will be at the discretion of the Head Rules Official on-site and will be final; this includes television portions of Tour events

2.1.9.6 Balls not found (i.e., plugged or lost) will be considered out of bounds after best efforts to find have been exhausted

2.1.9.7 Drives will be measured from the competition tee to the farthest point of the golf ball. Distance will include carry and roll of the ball

2.1.10 Video Replay. Video review will be effective for televised rounds of PLDA Tour Events and the PLDA Championship, unless otherwise noted. Video review will be utilized for shot clock violations and balls in/out of bounds on the grid. Review of any ball call will be initiated by the PLDA (ex. grid worker, Head Rules Official, or TV production personnel). There are no "Hitter Challenges." A drive that is in question will be flagged at the time of that match only and must start before another match begins. The Hitter will be allowed to finish that match without interruption (i.e., if ball #2 is in question, then the Hitter will continue to complete balls #3-6 without interruption). An in-bounds call will only be made on the longest ball of the set to materially impact the outcome of the match, and won't be used strictly for yardage measurement. Review will only be available for final TV rounds when PLDA has at least two camera views in position (ex. two cranes). To uphold or overturn a call, there must be clear and conclusive evidence. If clear and conclusive evidence does not exist, the original call will stand. Final decision will be made by Head Rules Official.

2.1.11 Confirmed Yardages. All distances called back during the set are approximations and will not be deemed final until the set has been completed and the grid officials are able to approach the grid and verify the longest ball for each Hitter. Once grid officials have confirmed yardages, the final confirmed yardages are announced by the public-address announcer or posted on the PLDA official results. The longest drive

landing (and coming to rest) in the grid out of the six (6) shots will be measured.

2.1.12 Tie-Breakers. In the event there are two (2) or more identical confirmed yardages recorded, (within six inches (6") of another Hitter's drive) those yardages are deemed a tie. Tie-breaker rules vary by event.

2.1.12.1 Local Qualifying - Stage 1. Tied Hitters will hit six (6) additional balls in a two minutes and thirty seconds (2:30)- set to determine the final winning drive, but only if it is for the last place to qualify (the "Playoff"). The Playoff will continue until a winner is declared. If one of the Hitters is not present for the Playoff, then the Hitter that is present will be deemed the winner. The hitting order will remain the same as originally registered on the official PLDA score sheet.

2.1.12.2 Points Round Format. Tied Hitters will split points based on the point allocation of the event. [NOTE: Any Hitter who posts an OB round will be awarded zero (0) points for that set.] At the completion of a Round in the Points Format, and in the event there are two (2) or more Hitters tied with the same amount of points, those tied Hitters will hit six (6) additional balls in a two minutes and thirty seconds (2:30) set to determine the Winner, but only if it is for the last place to qualify or advance to the next Round. The Playoff will continue until a winner is declared. If one of the Hitters is not present for the Playoff, then the Hitter that is present will be deemed the winner. The hitting order will remain the same as originally registered on the official PLDA score sheet.

2.1.12.3 Match Play and Double Elimination – Non-Televised. Tied Hitters will both attempt a three ball set over again (3 consecutive balls), if Hitters A&B fail to hit a ball in play or tie based on yardage the playoff format will repeat until a winner is declared or TV play play-off procedure may go into effect if there are time constraints. The hitting order will remain the same as originally registered on the official PLDA score sheet.

2.1.12.4 Match Play – Televised. Tied Hitters will both attempt a three ball set over again (3 consecutive balls), if Hitters A&B fail to hit a ball in play or tie based on yardage then we will take a break; and Hitters will make the final attempt in a set (6 consecutive balls) to hit a ball in play that's longer than the

other. If both Hitters fail to hit a ball in play or record a winning yardage we will use the following tie breaker:

.  
1<sup>ST</sup> Tie Breaker

From the round of 16, we would take the longest ball from when Hitter A and Hitter B were on the tee at the same time.

.  
2<sup>ND</sup> Tie Breaker

○ In the 1st tie breaker they both had a OB set we would take the longest ball in the round of 16 to break a tie.

.  
3<sup>RD</sup> Tie Breaker

○ In Round 2 (Round of 32) if the Hitters are in the same group we would take the longest ball from when Hitter A and Hitter B were on the tee at the same time. If they are not grouped together then we will take their longest ball from Round 2 (Group of 32).

2.1.13 Starting Time. The PLDA will issue pairings and an event timeline prior to the event. For Tour Events best efforts will be made to send pairings at least 48 hours prior to start. The PLDA does not issue specific tee times to Hitters, nor does the PLDA approximate the time a Hitter will hit. It is the Hitter's responsibility to be ready when called, and failure to do so will result in disqualification from the applicable PLDA event (if during match play) or given zero points for an OB set.

When available, online registrations will be given priority to the first hitting times for Local Qualifying events. Once on-site registration opens, all "walk-ups" will be added to the next available hitting time. The PLDA will make announcements of the Hitters name and slot number on the tee box for those to hit in the immediate set. For Hitters to follow the current set, the PLDA will utilize the following terms in announcing hitting order:

- "On Deck" = the next Hitter(s) after the current group on the tee box (i.e., next to hit); On-Deck Hitter (s) should begin walking to the tee box immediately upon the conclusion of the previous group and not wait for name to be called

- “In the Hole” = the Hitter(s) that will follow the “On-Deck” Hitter(s); i.e., second in line to hit

2.1.14 Competition Tee. The competition tee is divided into one (1), two (2), three (3), or four (4) slots. If there are four (4) slots, “Slot 1” is on the left (facing the grid); “Slot 2” is in the left center; “Slot 3” is on the right center; and “Slot 4” is on the right. Multiple (e.g. 2, 3, or 4) Hitters will be on the tee at the same time. As they are instructed to begin their set, they will have a total of two minutes and thirty seconds (2:30) to hit six (6) golf balls. The ball must be teed in the center of the tee markers (i.e., teeing area). In events with a stage/turf tee box, the ball must be teed in the round disc in the center of the markers (i.e., teeing area). There will be no practice shots from the competition tee. At the completion of a set, Hitters must exit the teeing area immediately and refrain from any discussions with the grid officials.

2.1.15 Alternates. In some cases, Hitters who qualify and compete in events may not be able to participate in the next round. If this occurs, PLDA will follow the alternate procedures below which may vary by event.

2.1.15.1 PLDA Qualifying Events. In some cases, Hitters who qualify and compete in PLDA Qualifying Events may not be able to participate in the next round. If this occurs, the PLDA will refer to the official PLDA score-sheet from the applicable event and may exercise the option to contact an alternate Hitter in the order of the results. The alternate Hitter will be offered the opportunity to participate in the next round.

2.1.15.2 PLDA Tour Events. In some cases, Hitters who qualify and compete in PLDA Tour events may not be able to participate in the next round. If this occurs once an event has already begun and that round is seeded and announced/published, then the slot will not be filled. In preliminary rounds, there will be an open slot on the tee box, and in match play rounds, it will be considered a forfeited match.

2.1.16 Head Rules Official. The Head Rules Official’s (HRO) duty is to supervise all designated PLDA events to ensure they are conducted according to the official rules and regulations as laid out in this Hitter Handbook. If an official HRO is not designated at a specific event, the role, with all authorities below, will be fulfilled by a PLDA designee. The HRO is

often situated on the competition tee directly behind the Hitters and Ball Callers in a place to have a visibly clear path to the shot clock. The HRO is the final authority on all questions of subjectivity during the event, including but not limited to:

- In/Out of Bounds calls
- Shot clock violations
- Teeing area violations
- Confirmation of final yardages
- Instant replay reviews during TV rounds (when available)
- Suspension of play due to weather conditions and other related concerns
- Review of logos to confirm complicity with sponsor guidelines
- Hitter adherence to Code of Conduct policy and assessment of applicable penalties that occur in the following (but not limited to) areas: competition tee, warmup and VIP

## **2.2 PLDA World Championship Qualifying - Open, Ladies & Senior Divisions (Junior, Military and Paralympic TBA)**

2.2.1 Local Qualifying: is the first step in most hitter's introduction to the sport. Hitters pay an entry (\$40) for each attempt and may make as many attempts as desired and as time permits during a local qualifying contest. Hitters are given 2 minutes and 30 seconds to hit 6 drives, this is considered an attempt. The distance for each drive in play (within the designated boundary and minimum distance) is recorded and the longest drive is counted as the hitter's score. For every six attempts in each division one (1) player will advance to Regional Qualifying.

### 2.2.2 Entry Fees.

- Local Qualifying – Forty Dollars (\$40 USD) per spot;
- Regional Qualifying –
  - Two Hundred and Fifty Dollars (\$250 USD) for Professionals
  - One Hundred and Fifty Dollars (\$150 USD) for Amateurs

2.2.3 Eligibility and Membership. Open and Amateur Division competitors (age 18+ and all genders) that are not already qualified for the PLDAWC are eligible to compete in Local - Stage 1 Qualifying, Regional - Stage 2 Qualifying and the PLDA World

Championship. **PLDA Membership** is required to participate in Regional Qualifying - Stage 2 and the PLDAWC. Membership is available to amateurs and professionals and must be declared at the time of registration prior to each competition. The Amateur Member fee is \$150 and the Professional Member fee is \$300 per season annually.

#### 2.2.4 Registration.

2.2.4.1 Process. Entry applications must be filed online at [www.ProLongDrivers.com](http://www.ProLongDrivers.com) during the specified registration dates for the applicable Local Qualifying event. Late applications are not accepted and will be automatically rejected. In addition, entries made by email, telephone, social media, mail or fax are not acceptable and will be automatically rejected.

· Note: If Hitter qualifies for Regional Qualifying in an earlier block on a given day but has purchased additional spots in later blocks, those spots are forfeited to the PLDA and may be resold at PLDA's sole discretion. In accordance to Policy 1.16.2 entry fees will not be refunded at any time for any reason including purchasing additional spots for Local Qualifying events but being ineligible to use them.

2.2.4.2 Deadlines. Time limit for entries means time of receipt by the PLDA (not the time entry is transmitted to the PLDA). Entries should be submitted early to allow ample time for delay or error in transmission. The risk of delay or error in transmission lies solely with the entrant and the PLDA will have no liability with respect to any such delay or error and the consequences therefrom, including rejection of the entry.

#### 2.2.5 Local Qualifying - Stage 1 Format.

2.2.5.1 Each day of Local Qualifying - Stage 1 competition will provide a limited block of time (time blocks may vary by event) for Hitters to make their attempt(s) at hitting drives. Once the designated competition timeframe is completed the scoring will be tabulated and the competitors advancing to Regional Qualifying - Stage 2 will be determined. For every six (6) attempts per division there will be one player advancing to Regional Qualifying - Stage 2. Tie Breaker reference 2.1.12.1

Division	# of Attempts	Longest Drive/Hitter
Open	11	<b>1-6 Attempts</b> 343 Yards - Brysony (Qualified) <b>7-11 Attempts</b> 341 Yards - Tony (Qualified) 336 Yards - Rory (NOT Qualified) 335 Yards - Justin (NOT Qualified)
Ladies	5	<b>1-5 Attempts</b> 285 - Anna (Qualified) 279 - Lexi (NOT Qualified)

### 2.2.6 Regional Qualifying - Stage 2 Format.

2.2.6.1 Prior to the start of play there will be a designated number of Hitters that will qualify to the PLDA World Championship which shall be no less than three (3).

2.2.6.2 Hitters will compete in a Modified Double Elimination until the designated number of qualified Hitters is reached. Tie Breaker reference.

## 2.3 PLDA TOUR EVENT

2.3.1 About the PLDA Tour Events. The PLDA will host Tour Events for the Open Division, Ladies Division and Senior Division. Tour Events may feature multiple days of competition concluding with televised match play rounds. These events will allow Hitters the chance to compete for a purse as well as World Ranking Points. Hitters must be members of the PLDA to be eligible to compete in PLDA Tour Events. Membership is available to amateurs and professionals and must be declared at the time of registration prior to each competition. The Amateur Member fee is \$150 and the Professional Member fee is \$300 per season annually.

2.3.2 Entry Fees. Every Hitter must pay the applicable entry fee at time of registration. Entry fees will vary by Division and may vary depending on Amateur or Professional status.

### 2.3.3 Eligibility.

2.3.3.1 Open Division. Currently PLDA Tour Events are open to all Hitters, professional and amateur via an open registration process.

2.3.3.2 Ladies Division. PLDA Tour Events are open to all female Hitters via an open registration process.

2.3.3.3 Senior Division. PLDA Tour Events are open to all Senior Hitters via an open registration process.

### 2.3.4 Registration

2.3.4.1 Process. Entry applications must be filed online at [www.ProLongDrivers.com](http://www.ProLongDrivers.com) during the specified registration dates for the applicable “PLDA Tour Event.”

2.3.4.2 Deadlines. Time limit for entries means time of receipt by the PLDA (not the time entry is transmitted to the PLDA). Entries should be submitted early to allow ample time for delay or error in transmission. The risk of delay or error in transmission lies solely with the entrant and the PLDA will have no liability with respect to any such delay or error and the consequences therefrom, including rejection of the entry.

### 2.3.5 Formats.

PLDA Tour Event Formats will be based on the number entries. Due to the flexible nature of an open registration and to encourage play, formats will be designed to be fair in nature to allow the performance of the Hitters to determine the competition results. The specific format for the event will be posted and set out via registration email, no less than 48 hours prior to event starting time. Some competitions may have a limited number of competitors to ensure a specific format.

### 2.3.6 Tour Event Play-In

At select events, and at PLDA’s sole discretion, a PLDA Tour Event Play-In may be held and will be announced in advance of the competition. The winner of the Play-In will be given an exemption into a PLDA Tour Event designated by the PLDA, at the PLDA’s discretion. Should the winner forego this opportunity, a PLDA Tour exemption will not be offered to any runners-up. This entry to a PLDA Tour event will be at the same registration fee as other competitors in that event.



## 2.4 PROFESSIONAL LONG DRIVERS ASSOCIATION WORLD CHAMPIONSHIP (PLDAWC)

2.4.1 About the PLDA World Championship. The PLDA will host the PLDAWC yearly for the Open Division, Ladies Division and Senior Division (Junior, Military & Paralympic to be announced later). The PLDAWC will typically feature multiple days of competition concluding with televised match play rounds.

2.4.2 Entry Fees. Every Hitter must pay the applicable entry fee at time of registration.

### 2.4.2.1 Open Division

- Current season Tour Event Winners: \$0
- Regional Qualifying winners: \$0
- Previous year PLDAWC Top 16: \$750
- Top 20 in World Rankings as of Jan 1: \$750
- Previous 3-year PLDAWC Open Division Champion: \$500
- Previous year PLDAWC Senior Division Champion: \$500
- Sponsor Exemption : \$750

### 2.4.2.2 Ladies Division

- Current season Tour Event Winner: \$0
- International Qualifiers: \$0
- Previous year PLDAWC Top 8: \$500
- All other competitors: \$1,000

### 2.4.2.3 Senior Division

- Current season Tour Event Winner: \$0
- International Qualifiers: \$0
- Previous year PLDAWC Top 8: \$500
- All other competitors: \$1,000

\*Any unused Global Qualifying spots will be added to Open Registration

#### 2.4.4 Registration

2.4.4.1 Process. Entry applications must be filed online at [www.ProLongDrivers.com](http://www.ProLongDrivers.com) during the specified registration dates for PLDA World Championship. Late applications are not accepted and will be automatically rejected. In addition, entries made by email, telephone, social media, mail or fax are not acceptable and will be automatically rejected.

2.4.4.2 Deadlines. Time limit for entries means time of receipt by the PLDA (not the time entry is transmitted to the PLDA). Entries should be submitted early to allow ample time for delay or error in transmission. The risk of delay or error in transmission lies solely with the entrant and the PLDA will have no liability with respect to any such delay or error and the consequences therefrom, including rejection of the entry.

#### 2.4.5 Formats.

2.4.5.1 Open Division - 128 Hitters, Ladies Division - 32 Hitters and Senior Division 32 Hitters.

2.4.5.1.1 Formats are subject to change based on final number of registered Hitters.

2.4.5.1.2 Round Robin format will be used in preliminary rounds (until the Match Play rounds) which will consist of Five (5) sets per round; point totals accrue i.e. Points Round Robin Format; top sixteen (16) for Open Division and top 8 for Senior and Ladies Divisions) advance to the Match Play Round.

2.4.5.1.3 Hitters are grouped in pods of Sixteen (16) Hitters based on current World Rankings. Those not listed in the current World Rankings will be seeded based off their current year tour event finishes beginning with the most recent event. If Hitters have not competed in a tour event in that current year, their finish in the most recent PLDAWC will determine higher seed. If Hitters have not competed in a tour event or previous PLDAWC they will be seeded off a blind draw.

2.4.5.1.4 Each Ladies Division Hitter will complete five (5) sets of six (6) balls in two minutes and thirty seconds (2:30). Each Hitter's longest ball in each set will establish her standing within a group of four (4) Hitters, which will all be on the tee at the same time. Tie Breaker reference 2.1.12.2

2.4.5.1.5 Each Hitter will be awarded points for each set based on her finish within the group of four (4). The amount of points a Hitter amasses over her five (5) completed sets will determine her overall standing in the event. Points will be awarded within each group of four (4) Hitters on the following basis:

- First Place – two hundred (200) points
- Second Place – one hundred (100) points
- Third Place – fifty (50) points
- Fourth Place – twenty-five (25) points

\*Any Hitter who posts an OB round will be awarded zero (0) points for that set.

2.4.5.1.6 Before play begins, each Hitter will be assigned a hitting number and each Hitter will keep that same number throughout the event. The matrix below shows the hitting rotation for each Hitter during the five (5) sets. At the completion of play, each Hitter will have faced the other fifteen (15) Hitters in the group.

#### 2.4.5.2 Match Play Rounds / Top 16 (Open Division only) / Quarterfinals / Semifinals / Finals

2.4.5.2.1 In the Top 16 Round (Open Division only), Quarterfinals, Semifinals, and Finals, Hitters compete in a head-to-head match consisting of ONLY ONE set. Hitters are seeded based on their Point Totals from Round 1; the higher seed will have the choice of which slot they hit in

as well as who hits first. In these rounds, Hitters will hit a set of six (6) balls in accordance to the Match Play Alternate Shot format. The winner of the match advances to the next round or is crowned the PLDA World Champion after winning Finals. Tie Breaker reference 2.1.12.4 and 2.1.12.5.

## **3.0 EXHIBITS**

### **3.1 EXHIBIT: COMPETITOR AGREEMENT**

This Competitor Agreement, together with the Standard Terms and Conditions attached hereto as Attachment 3.1 (collectively, the “Agreement”) is a binding legal agreement between Professional Long Drivers Association (“PLDA”), and me (the “Competitor”), and governs my participation in all 2020 Professional Long Drivers

Association “Events” and all programming and ancillary programming relating thereto (collectively, the “Program”).

1. I represent that I am over eighteen (18) years of age and a United States Citizen or have a proper government work visa or other documentation to participate in the Program.

2. The Term of this Agreement shall begin on the date I sign this Agreement and continue in perpetuity with respect to the Program (the “Promotion Period”). During the Promotion Period, I will provide media services (including television; radio; print; internet; etc.) to PLDA and in connection with the promotion, marketing, advertising and publicity of the Program and make other promotional appearances (“Appearances”) as requested by PLDA (collectively, “Promotions”). Subject to my availability and at my sole discretion, I will participate in “Appearances” during the Promotion Period for general media, hospitality, publicity, PLDA-sponsored experience and/or promotional services as may be needed by PLDA or PLDA’s affiliates.

3. I will use my best efforts to create and actively utilize social media platforms (Twitter; Facebook; Instagram; etc.) to promote the Program and my participation in the Program during the Promotion Period in full cooperation with PLDA and in compliance with PLDA’s Social Media Policies and applicable law.

4. PLDA may, in its sole discretion, allow or disqualify any article of clothing and accessory or mask any logos that appear during the Program. All logos must meet PLDA’s standards as outlined in the Hitter Handbook. I will not wear any apparel bearing the logo of any third party that competes with the sponsors of the Program subject to PLDA written approval, except for apparel and logos described in my Sponsorship Agreements in Exhibit 3.4 attached hereto.

5. If any disclosures or representations I make in this Agreement are false, or if I breach this Agreement, PLDA may withhold from me any prize(s) and/or cash, which I would otherwise have won, and may suspend or terminate me from the Program, and I will return to PLDA any prize(s) and/or cash already delivered to me; and PLDA may make any explanation, announcement, on-air or otherwise, PLDA may choose.

6. As a condition to this Agreement, I may promote myself in a manner that is consistent with PLDA policies as specified in the Hitter Handbook.

I hereby acknowledge that I have had an opportunity to review this Competitor Agreement, and I agree to abide and be bound by all its terms. If I refuse to sign this Agreement, I am not eligible to participate in any event on the PLDA schedule. I agree that this Agreement contains our entire understanding relating to the Program and cannot be changed or terminated except in writing signed by PLDA and me. I understand

that my completion of this Agreement does not ensure my participation in the Program or guarantee that the Program will take place.

**AGREED TO AND ACCEPTED:**

By:

Name:

Email for DocuSign:

Date:

**3.1.1 EXHIBIT: STANDARD TERMS AND CONDITIONS**

1. Before participating in the Program, Hitter will read and/or be briefed on the Program rules, including the Hitter Handbook, and will obey them. Hitter agrees to cooperate and to follow all directions. PLDA's decision on all matters (including competitor selection) will be final. PLDA may change, add to, delete from, modify, or amend Program rules at PLDA's sole discretion. Hitter has observed, and will continue to abide by, all rules and decisions made by PLDA concerning his/her qualifications, participation in the Program, selection of opponents, interviews with him/her, and the selection and awarding of merchandise, prizes, and/or cash, if any. Hitter understands that certain prizes may be subject to conditions that he/she must fulfill at a later time, including: (i) his/her participation in other ancillary programming that is directly related to his/her participation in the Program; and (ii)

execution of further documentation (e.g. releases and waivers) as may be required by third party prize providers.

2. Hitter understands that his/her appearance in the Program is only for the purposes of participating in the Program as a competitor. Except as specifically provided in the Agreement or as otherwise authorized by PLDA, Hitter will not (or authorize others to) prepare or assist in the preparation of any written work, audio work, and/or visual work that depicts, concerns, or relates in any way to his/her appearance in the Program. Hitter recognizes that his/her breach of this paragraph would cause PLDA irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, Hitter expressly agrees that PLDA will be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this paragraph by him/her.

3. Hitter understands and agrees that his/her actions and conversations (including those that might be regarded as private) during his/her participation in the Program will be observable by and audible to others, will be recorded by PLDA and its agents for possible telecast and/or other dissemination or distribution by PLDA by any means it chooses. Hitter understands that cameras and other production equipment may be present during the production of the Program, and that such cameras and equipment are an integral and expected part of all aspects of the Program. Hitter understands that his/her privacy during his/her participation in the Program will be limited.

4. Hitter represents that he/she will not be in possession of any weapons, illegal drugs, or other contraband during the production of the Program. Hitter hereby provides his/her consent for PLDA to confiscate any such items immediately. Hitter further represents that he/she will not use performance-enhancing drugs before and during his/her participation in the Program and understands that as a competitor in the Program, Hitter is subject to drug testing at PLDA's sole discretion. Hitter understands that he/she may be disqualified from the Program if, at any time during the production of the Program, he/she breaches the representations in this paragraph or refuse to submit to a drug test as requested by PLDA. Hitter hereby releases PLDA from any liability resulting directly or indirectly from any drug test and/or regarding any loss or damage to any items he/she possesses, including those items that PLDA may confiscate pursuant to the Agreement. If Hitter fails a drug test, Hitter understands that he/she may be disqualified from participating in future PLDA events, including the Program, and may lose any prize(s) and/or cash he/she would have otherwise won.

5. Hitter is aware that it is a federal offense punishable by fine and/or imprisonment for anyone to "cheat"

by predetermining or attempting to predetermine the outcome of the Program with intent to deceive the viewing public, and that it is a federal offense to offer or accept any special or secret assistance in connection with the Program. Hitter will not participate in any such act or any other deceptive or dishonest act with respect to the Program. If anyone tries to induce Hitter to do any such act, he/she will immediately notify PLDA.

6. If Hitter maintains USGA Amateur Status or is an amateur under the R&A Rules of Amateur Status, Hitter agrees that, by virtue of being selected and/or appearing as a competitor in the Program, he/she will lose his/her amateur status unless Hitter communicates to the PLDA director in writing before the commencement of the Program that he/she intends to maintain his/her amateur status and forfeit any cash prizes that he/she may win in the PLDA event.

7. Hitter grants to PLDA, its successors, licensees, and assignees, the non-exclusive but irrevocable perpetual right and license to film, tape, photograph or otherwise record him/her and to use his/her likeness, voice, name, biographical material, and any remarks that Hitter may make in connection with the production, distribution, exhibition, advertising, or other exploitation of the Program or for any other purpose and manner whatsoever, in whole or in part, throughout the universe by any method and in all media, now known or hereafter created. Hitter understands that in addition to the Program, PLDA may create ancillary programming during and after production of the Program, including but not limited to: (i) unique-to-web content (e.g. behind-the-scenes, bonus footage, etc.); (ii) an instructional program, profiling contestants; and (iii) other written, audio, and/or video content (e.g., social media, digital content, etc.). Hitter understands that his/her cooperation and participation in ancillary programming that is directly related to his/her participation in the Program is a requirement of the Agreement, subject to his/her availability. Hitter agrees that the telecast or other exploitation of the Program (or ancillary programming) in which Hitter may appear will not entitle him/her to receive any additional compensation or consideration, including prizes, and/or cash. Hitter will cooperate by making available and furnishing any information or material that is requested of him/her. The photographs, tapes, movies, and recordings of everything Hitter says or does on or in connection with the Program (or ancillary programming) will be owned by PLDA to edit as PLDA wishes and to do with as PLDA wishes at any time in the future, as often as PLDA wishes, in perpetuity; the Program or any part thereof can be rearranged or added to other material without payment to him/her of any kind whatsoever. Under no circumstances will PLDA use Hitter's image, name or likeness to promote any third-party good or service without Hitter's express consent.



8. Hitter represents that he/she has not executed any agreement in conflict with the Agreement or in any way attempted to sell, dispose of, encumber or pledge any of the rights herein granted to PLDA, or at any time authorized, licensed or granted any consent to any person, firm or corporation other than PLDA, to make, produce, publish, exhibit or otherwise use his/her name or likeness in connection with his/her participation in the Program, to any television, motion picture, book, radio, internet, newspaper, magazine or any other electronic, broadcast, or print-related media without PLDA's prior written approval.

9. Hitter understands that he/she is acting as an independent contractor and is not covered by any employee benefits offered by PLDA or any parent or subsidiary of PLDA. Hitter will pay all taxes or duties (including, but not limited to state and federal or other taxes or duties) on any cash/prizes he/she wins, or payments Hitter otherwise receives. Hitter releases and indemnifies PLDA from any liability for any such taxes or duties. Hitter authorizes PLDA to deduct or require payment of any such tax or duty before delivery of cash and/or prizes. If payment is required, and Hitter does not pay such taxes or duties prior to receiving the cash and/or prize, his/her cash and/or prize will be deemed forfeited.

10. Provided alternative arrangements are not made, Hitter's winnings, if any, will be delivered to the address on file, or to the closest feasible place for pickup by Hitter, within ninety (90) days from the premiere broadcast of the PLDA Event. Hitter's refusal to accept any winnings or failure to advise PLDA within such time-period of his/her failure to receive any winnings will release PLDA and all others connected with the Program of all obligations in connection with his/her refusal or failure to receive such winnings. Prior to receipt of any winnings, Hitter may not assign any prize or cash that he/she wins to another person or organization. Hitter understands that PLDA is not responsible for any prizes or cash offered by any third- party sponsor.

11. Hitter will indemnify PLDA, LLC, any media outlet exhibiting the Program, and/or all others connected with the Program, and will hold them harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement or action relating to the possession or use of any prize, cash or otherwise. Hitter understands that all travel related to his/her participation in the Program is at his/her sole risk, regardless of whether or not Hitter actually appears in the Program.

12. Any waiver of any term of the Agreement in any given instance will not be a waiver of such term for the future. All remedies, rights, undertakings, obligations and agreements contained in the Agreement will be in addition to and will not limit any other remedy, right, undertaking, obligation or agreement of either party.

13. PLDA is not obligated to have Hitter appear in any exhibition of the Program on any media. If Hitter appears in the Program, PLDA and related media outlets are not obligated to exhibit the Program in which he/she appears, or his/her appearance within the Program. Hitter understands that if he/she is expelled or disqualified from the Program, his/her expulsion and disqualification from the Program may be based on reasons other than his/her failure in the qualifying events, as determined by PLDA in accordance with the Agreement. The waivers, releases, and indemnities in the Agreement and any other agreement that Hitter may execute in connection with the Program expressly apply to any such expulsion and to any other action by another competitor or any other third-party occurring at any time. Hitter understands that if he/she fails to conduct himself/herself without due regard to social conventions or public morals or decency, or if Hitter commits any act which degrades the Program, PLDA or anyone else connected with the Program, or brings any of the foregoing into public disrepute, contempt, scandal or ridicule, or if he/she has previously so conducted himself/herself in such a manner and information relating thereto becomes public or comes to the attention of PLDA prior to the end of the Promotion Period, without limiting any other rights under the Agreement, PLDA will have no obligation to award any prize to Hitter, and may immediately remove him/her from the Program. If Hitter is expelled from the Program for any reason, he/she expressly releases the Released Parties (as defined below) from all claims arising from or relating to his/her expulsion from the Program.

14. Hitter releases the following parties: (i) PLDA; (ii) the Program's venue and sponsors; and (iii) all other companies and entities engaged by PLDA in the production of the Program or in the provision of prizes, and all of their parents, subsidiaries, affiliates, directors, officers, employees, successors, assignees, agents, and licensees, and each of them (the "Released Parties") from all claims arising out of injury or damage to Hitter as a result of, or by reason of, his/her participation in the Program, or from any use of any prize or gift awarded to him/her in the Program. Hitter understands that he/she is voluntarily participating in the Program with full and complete knowledge of the risks and potential dangers involved, and Hitter voluntarily agrees to assume (for himself/herself, his/her personal representatives, assignees, heirs, and next of kin), the entire risk of any loss, damage and injury of any nature whatsoever, including, without limitation, physical or emotional

injury, dismemberment, and death, arising out of his/her participation in the Program or arising out of his/her possession or use of any non-cash prize. PLDA is not responsible for articles left unsupervised in competitor areas, including, but not limited to, handbags, wallets, jewelry, and money, nor will PLDA accept possession or bailment of such articles. Hitter understands that PLDA's staff has

no authority to bind PLDA or create bailment. Hitter understands that as a competitor in the Program, he/she may reveal and/or relate to and other parties may reveal and/or relate about himself/herself information of a personal, private, or surprising nature, which may be factual and/or fictional. Hitter understands that he/she may be surprised, shocked, or experience a variety of natural and/or manufactured elements that may cause a multitude of reactions. Hitter represents that his/her physical and mental health is good and that he/she has neither knowledge nor notice of any condition or symptoms thereof which might be aggravated or affected by his/her participation in the Program.

15. Hitter agrees that he/she, his/her assignees, heirs, distributees, guardians, and legal representatives will not bring or be a party to any legal action or claim against the Released Parties, based upon or arising out of his/her participation in the Program or in any way related to the Program, or any exploitation of the Program, on any legal theory whatsoever (including, but not limited to claims for personal injury, dismemberment or death, rights of privacy and publicity, portrayal in a false light, or defamation). If a claim is brought to enforce the terms and conditions of the Agreement, the prevailing party will be awarded its reasonable attorney's fees and costs incurred.

16. The Agreement is controlled by North Carolina Law. Hitter's remedies for any breach of the Agreement by PLDA or others will be limited to an action for damages. In no event will Hitter be entitled to enjoin or restrain the production, distribution, or exhibition of the Program.

17. Hitter agrees that any controversy or claim arising out of or relating to the Agreement, its enforcement, arbitrability or interpretation will be submitted to final and binding arbitration, to be held in Raleigh, North Carolina. The arbitrator will be selected by mutual-agreement of the parties, or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration will be a confidential proceeding, closed to the general-public. The arbitrator will issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph will affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent that the same is not precluded by another provision of the Agreement.

18. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL,

INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY'S, WHETHER BASED ON AN ACTION OR CLAIM IN TORT, CONTRACT, EQUITY, NEGLIGENCE, OR OTHERWISE FOR ALL EVENTS, ACTS OR OMISSIONS UNDER THE AGREEMENT SHALL NOT EXCEED THE VALUE OF THE AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (I) A PARTY'S OBLIGATIONS OF INDEMNIFICATION; (II) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.

COMPETITOR ACKNOWLEDGES THAT ANY BREACH OF "CONFIDENTIALITY" OR "PROPRIETARY RIGHTS" BY COMPETITOR WOULD CAUSE IRREPARABLE DAMAGE TO PLDA FOR WHICH MONETARY DAMAGES WOULD BE INADEQUATE. ACCORDINGLY, COMPETITOR AGREES THAT INJUNCTIVE RELIEF IS AN APPROPRIATE REMEDY FOR ANY SUCH BREACH, IN ADDITION TO ALL OTHER REMEDIES PLDA MAY HAVE AND THAT SUCH RELIEF MAY BE OBTAINED WITHOUT THE NECESSITY OF POSTING A BOND.

19. At all times, Hitter will keep secret and retain in the strictest of confidence, and not use for his/her benefit or the benefit of others, all Confidential Information or Trade Secrets of or concerning PLDA or any of its Affiliates. The term "Confidential Information and Trade Secrets" includes without limitation information not generally known to the public concerning developing news stories, programming and promotions, finances, billings, ratings, and sales policies. Hitter agrees to keep the terms and conditions of the Agreement, including those pertaining to compensation and fringe benefits (and any aspects of any dispute or arbitration relating thereto) confidential, except: (i) for his/her agents, attorneys, financial advisors and spouse, who have a need to know such information and are bound by the confidentiality obligations herein contained; (ii) to the extent such disclosure is required by order or ruling of a Court or other tribunal of competent jurisdiction; or (iii) to the extent such disclosure is necessary in order to enforce his/her rights hereunder. Breach of this provision by Hitter shall constitute a material breach by him/her and, in addition to PLDA's other rights and remedies, PLDA shall have the right to terminate the Agreement. The provisions of this Section shall survive the expiration or termination of the Agreement.

### **3.2 EXHIBIT: GENDER POLICY**

This Gender Policy (“Policy”) sets forth the procedures by which a transgendered long drive competitor may participate in the Professional Long Drivers Association (“PLDA”) official qualifying events, including the PLDA World Championship (“PLDAWC”). This Policy is intended to ensure fair competition for all competitors participating in any event on the PLDA schedule.

#### **1. PROOF OF GENDER**

In any PLDA event in which it is required that a competitor is a specific gender (male or female), the competitor must identify himself or herself during the registration process as a person of that specific gender. Failure to provide proof of gender when gender has been reassigned, and to comply with the process and procedures set forth in this Policy, may result in disqualification from the applicable PLDA qualifying event and the PLDAWC. In the event a competitor has had

gender reassignment surgery at any point after puberty, that competitor must provide certain documentation to PLDA in accordance with the procedures set forth below. Gender reassignment prior to puberty is not subject to these requirements.

## **2. PREREQUISITE FOR ELIGIBILITY**

A competitor who has had gender reassignment must have had a gonadectomy no less than two (2) years prior to the registration deadline for the specific PLDA event.

## **3. PROCEDURES / DOCUMENTATION FOR SUBMITTING PROOF OF GENDER (1ST-TIME REGISTRANTS)**

A. As set forth in the Standard Terms and Conditions, each competitor must comply with this Policy. Eligibility to compete in any PLDA event will only be evaluated in connection with a competitor who has registered to compete in the PLDA event. The specific PLDA event must be identified in writing with the accompanying documentation specified below.

B. Three (3) copies of gender reassignment documentation must be submitted via overnight or first-class mail in an envelope marked "Confidential" and addressed to Robert Peterson - Professional Long Drivers Association, 1146 Dudley Rd, Newton Grove, NC 28366 and received by PLDA no later than five (5) days after registration closes for the specific PLDA event. The documentation, which will be reviewed by PLDA's medical panel, must include the following:

(i) Identification of physician who conducted preoperative psychiatric evaluation, including name, address and phone number; (ii) Hospital records confirming completed surgical gonadectomy; (iii) All office records documenting related follow-up treatment; and (iv) Executed waiver allowing members of PLDA's medical panel to contact all treating physicians, if deemed necessary (to obtain this document, please contact PLDA at [Info@ProLongDrivers.com](mailto:Info@ProLongDrivers.com)).

C. In the event hospital records have been purged or lost, or are otherwise unobtainable, a current physical examination performed by a physician experienced in this type of surgery, a report from that physician and the documentation referenced in parts (i) and (iii) of Paragraph B above, will be

considered and reviewed.

#### **4. PROCEDURE FOR REGISTRANTS WHO HAVE BEEN PREVIOUSLY APPROVED UNDER THIS POLICY**

If eligibility for a PLDA event has been previously approved under this Policy, subsequent PLDA event registrations, including registration for the PLDAWC, whether in the initial or subsequent years, will be accepted without the documentation required in Section 3(B) above.

#### **5. ADDITIONAL CONSIDERATIONS**

If questions relating to a competitor's compliance with this Policy arise, either prior to or after commencement of a PLDA event, or after a PLDA event has been completed, PLDA may contact the competitor for verification and request that the competitor provide appropriate documentation in accordance with this Policy. A competitor has seven (7) days after receipt of such a request within which to provide the required documentation to PLDA at the above referenced address. If the PLDA event has commenced, the competitor may be permitted to continue in that PLDA event until a determination has been made on the competitor's eligibility in accordance with this Policy. If it is determined that the competitor should be disqualified, any award, prize, cash and/or ranking points arising from that competitor's participation in that PLDA event will be forfeited. The competitor will not be banned from future PLDA events so long as the competitor satisfies the requirements of this Policy in connection with future PLDA events. Questions regarding the process and procedures set forth in this Policy can be sent to: [Info@ProLongDrivers.com](mailto:Info@ProLongDrivers.com).

#### **6. CONFIDENTIALITY**

Competitor agrees to keep the terms and conditions of this Policy (and any aspects of any dispute or arbitration relating thereto) confidential, except: (i) for competitor's agents, attorneys, financial advisors and spouse, who have a need to know such information and are bound by the confidentiality obligations contained in this Policy; (ii) to the extent such disclosure is required by order or ruling of a Court or other tribunal of competent jurisdiction; or (iii) to the extent such disclosure is necessary in order to enforce competitor's rights hereunder. Breach of this Section 7 by competitor will constitute a material breach by competitor and, in addition to PLDA's other rights and remedies, PLDA will have the right to expel Competitor from current and/or future PLDA events. The provisions of this Section 7 will survive the expiration or termination of this Policy.

## **7. INDEMNIFICATION**

Competitor will indemnify PLDA, LLC, and all others connected with any PLDA event, and will hold them harmless from all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement or action relating to the procedures set forth in this Policy.

## **8. GOVERNING LAW**

This Policy is controlled by North Carolina law. Competitor's remedies for any breach of this Policy by PLDA or others will be limited to an action for damages. In no event will Competitor be entitled to enjoin or restrain the production, distribution or exhibition of any PLDA event.

## **9. DISPUTE RESOLUTION**

Competitor agrees that any controversy or claim arising out of or relating to this Policy, its enforcement, arbitrability or interpretation will be submitted to final and binding arbitration, to be held in Raleigh, North Carolina. The arbitrator will be selected by mutual-agreement of the parties, or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration will be a confidential proceeding, closed to the general-public. The arbitrator will issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses, and any other costs unique to the arbitration hearing (recognizing that each party bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this Section 10 will affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent that the same is not precluded by another provision of this Policy.

## **10. SEVERABILITY; MODIFICATION**

If any provision of this Policy is held to be unenforceable by a Court of competent jurisdiction for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Policy (including without limitation, all portions of



any provisions containing such unenforceable provisions that are not themselves unenforceable), will not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and this Policy will be deemed amended accordingly.

#### **11. WAIVER; ASSIGNMENT; ENTIRE UNDERSTANDING**

Any waiver of any provision of this Policy in any given instance will not be a waiver of such provision for the future. All remedies, rights, undertakings, obligations and agreements contained in this Policy will be in addition to and will not limit any other remedy, right, undertaking, obligation or agreement of either party. Competitor understands and agrees that PLDA may license, assign and otherwise transfer this Policy to any person or entity. Competitor agrees that this Policy is the complete understanding with respect to the subject matter herein and supersedes all prior understandings and communications, whether written or oral, with respect to the subject matter herein. This Policy is subject to change at PLDA's sole discretion.