



**Members General
Regulations Handbook**
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**2019
2020**



MEMBERS
GENERAL REGULATIONS
HANDBOOK
OF THE
2019 / 2020
SUNSHINE TOUR

These Regulations are made pursuant to Paragraph 21 of the
Southern Africa PGA Tour's ("Sunshine Tour")
Memorandum of Incorporation.

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MISSION STATEMENT

To pursue managerial excellence, operational effectiveness and efficiency necessary to stage world-class professional golf events thereby attracting the best professional Tour players and offering exceptional value to sponsors, partners and suppliers to market and promote their products and services. The Sunshine Tour promotes, stages and administers professional golf tournaments thereby creating opportunities for members by offering exceptional value to sponsors. We strive to uphold the ethics and traditions of the game and create a platform in Southern Africa for the role models of tomorrow.

DEFINITIONS AND INTERPRETATION

“Alternates”

mean members who fail to qualify for a Sunshine Tour sanctioned tournament after having participated in that tournament's qualifying round and are subsequently ranked, in the order in which they will qualify for the tournament as a result of another qualifier withdrawing prior to their advertised tee-off time for the first round;

“Board” or “Directors”

means the Board of Directors of the Sunshine Tour;

“Career Money”

means a list of members, excluding Temporary Members, which is computed at the conclusion of each official season and lists the total prize money earned in a member's career

“Code of Behaviour”

means the Sunshine Tour's Code of Behaviour as set out in part F of these Regulations;

“Co-sanctioned”

means a Sunshine Tour sanctioned tournament hosted in conjunction with another recognized body governing either professional or amateur golf;

“Chief Operating Officer”

means the appointed Chief Operating Officer or any such other person designated by the Commissioner to fulfil the role of the Chief Operating Officer as envisaged in these Regulations

“Commissioner”

means the appointed Commissioner or any such other person designated by the board to fulfil the role of the Commissioner as envisaged in these Regulations

“Cut”

means the specific position in a Sunshine Tour sanctioned tournament after a predetermined number of rounds (usually after the second round) where all players on the determined position or better, continue participating in the tournament until its conclusion while all other players fall out of contention and do not participate further;

“Disciplinary Committee” or “DC” of the Board”

means a disciplinary committee charged with making a finding and imposing a sanction in respect of alleged disciplinary infringements;

“Immediate Family”

means a player's sibling, mother, father, spouse or child

“Limited Field Event”

means a tournament where the field size is 108 players or less (this includes amateurs in the field);

“Member”

Means any player who is granted membership of the Sunshine Tour under any category of member listed under 2.1 of these Regulations;

“Memorandum of Incorporation”

means the Memorandum of Incorporation of the Sunshine Tour, as amended from time to time;

“Order of Merit”

means, in relation to any particular Tour, the listing of players participating on such Tour in order of priority according to the official prize money won in any particular season, or such other period as may be determined by the governing body of that Tour;

“Player”

means a golf player;

“Players Committee”

means the Players' Committee established in terms of Paragraph 24 of the Memorandum of Incorporation;

“Prize Money”

means the gross prize money won by a member participating in a Sunshine Tour sanctioned tournament. Such money will be expressed in South African Rand;

“Regulations”

means the members General Regulations for the current season as set out in this document;

“Sunshine Tour”

means the Southern Africa PGA Tour NPC, Registration No 1997 /001761 /08;

“Sunshine Tour Order of Merit”

means a listing of members in order of priority according to the official prize money won in each season by them in Sunshine Tour Order of Merit tournaments. Prize Money may be capped for the purposes of calculating Official Money at certain Sunshine Tour tournaments;

“Sunshine Tour Order of Merit Tournaments”

means those Sunshine Tour sanctioned tournaments which are nominated by the directors to carry official prize money that will count towards the Sunshine Tour Order of Merit and the Sunshine Tour Players List:

“Sunshine Tour Players List”

means a listing of members in order of priority according to the prize money won in each season by them in Sunshine Tour Order of Merit tournaments, where player's earnings for tournaments carrying prize money of more than R3 million are capped at R3 million (hereafter referred to as the Players List);

“Sunshine Tour Sanctioned Tournament”

means a golf tournament sanctioned by the directors of the Sunshine Tour from time to time. A tournament is deemed to have started when the first ball of the qualifying round or pre tournament pro-am or first round of the tournament has been hit, whichever is played first;

“Season”

means the period running from the first day of April to the last day of March, or such other period as may be determined by the directors of the Sunshine Tour from time to time;

“Secondary Tours”

means in respect of a member of the International Federation of PGA Tours, a Tour of any such body which is not their Main Tour, and, in respect of non-members of the International Federation of PGA Tours, any Tour of such body;

“Sunshine Tour Qualifying School”

means the tournament(s) which will be held each year in accordance with the Regulations made by the Sunshine Tour at which players may gain the right to become eligible for membership to the Sunshine Tour (hereafter referred to as the QSchool);

“Territory”

means countries in Sub Saharan Africa and the Indian Ocean Islands in which the company from time to time, or in future, stages golf tournaments;

“Tournament Committee”

Means a committee comprised of the Chief Operating Officer, Membership Manager and Operations Manager, in consultation with the Tournament Director or any other such member as the committee deems appropriate;

“Tri-sanctioned”

means a Sunshine Tour sanctioned tournament hosted in conjunction with another two recognized bodies governing either professional or amateur golf;

“Vusi Ngubeni Qualifying School”

means the tournament which will be held each year in accordance with the Regulations made by the Sunshine Tour at which Historically Disadvantaged South African players may gain the right to become eligible for membership to the Sunshine Tour (hereafter referred to as the Vusi Ngubeni Q School).

In these Regulations, any reference to the singular includes the plural and *vice versa* and any reference to natural persons includes juristic persons and *vice versa*.

A COMMISSIONER, CHIEF OPERATING OFFICER (COO) AND PC

1. The Board has delegated its power to the Commissioner and COO to administer, amend, repeal or alter these Regulations in their absolute discretion and to administer all Sunshine Tour sanctioned tournaments.

The Commissioner and/or the COO shall consult with the PC to ensure that the affairs of members (both tournament and membership related) are administered in the best interest of the Sunshine Tour.

The Sunshine Tour has the right to change scheduled dates of tournaments in order to accommodate sponsors. In the event of this happening, it will not be held liable for expenses incurred by players for changes to their travel plans.

B MEMBERSHIP REGULATIONS

2. MEMBERS

2.1 Eligibility

The following players are eligible and may be considered by the Board to become members of the Sunshine Tour and to play on the 2019/2020 Sunshine Tour:

2.1.1 Regular Member

- a) Winners of the South African Open, the PGA Championship and the Final Sunshine Tour Order of Merit prior to the 2007 season and winners of Sunshine Tour Order of Merit tournaments co-sanctioned with the European Tour for the 2005/2006 and 2006/2007 seasons.
- b) Winners of the South African Open, and the Final Sunshine Tour Order of Merit for the 2009 & 2010 seasons for ten years thereafter.
- c) Winners of the 2014 Final Order of Merit, South African Open Championship, Telkom PGA Championship, Alfred Dunhill Championship, Joburg Open, Africa Open, Tshwane Open and Nedbank Golf Challenge, for five years thereafter.
- d) Winners of the Final Sunshine Tour Order of Merit and winners of Sunshine Tour Order of Merit tournaments with prize money of R3.5 million or more from the 2016/2017 season, winners of the 2016 Chase to the Investec Cup, for three years thereafter.
- e) Winners of Sunshine Tour Order of Merit tournaments with prize money from R1 500 000 - R3 499 999, and winners of **more than one** Sunshine Tour Order of Merit tournament with prize money of less than R1 500 000 for the 2017/2018 & 2018/2019 seasons for two years thereafter. Winners of Sunshine Tour Order of Merit tournaments with prize money from R1 500 000 - R3 499 999, and winners of **more than one** Sunshine Tour Order of Merit tournament with prize money of less than R1 500 000 from April 2019, for 24 months thereafter.
- f) Winners of Sunshine Tour Order of Merit tournaments with prize money of less than R1 500 000 for the 2018/2019 season for one year thereafter. Winners of Sunshine Tour Order of Merit tournaments with prize money of less than R1 500 000 from April 2019, for 12 months thereafter.

Note 1: *The first year of eligibility runs from the date of the tournament win until the end of the following season.*

Note 2: *Players winning tournaments prior to the 2016/2017 season will be eligible until 31 December of the year in question. Players winning tournaments from the 2016/2017 season (inclusive) will be eligible until the end of March of the year in question.*

Note 3: *In the event of a Player winning a Sunshine Tour tournament and becoming immediately eligible for Regular Membership in Categories 1-3, the following will apply: -*

A Sunshine Tour member will automatically be moved into his new Category. If a Non-Member wishes to take up this Membership for the current season, he must do so either within 7 days of the conclusion of the OoM Tournament he has won (Exception: An amateur will be given 7 days from the date of turning professional to make this decision), or before competing in his next OoM tournament, whichever is the sooner. If he fails to do so, he still retains the right to take up Membership the following season, provided he still has at least one year of exemption remaining.

Non-Member tournament winners who do not take up their Membership in either the Official Season in which their win took place or the following Official Season will have their exemption period reduced by one Official Season. Their exemption period will be reduced by a further one Official Season for every successive Official Season that they do not take up their Membership thereafter.

- g) All Founder Members of the Professional Golfers' Association of South Africa (“**PGA of SA**”) in good standing with that body.
- h) Top 100 members from the Final 2018/2019 Sunshine Tour Order of Merit.
- i) Top 10 members from the Final 2018 Big Easy Tour Order of Merit who are not eligible for Regular Membership in terms of these Regulations, and who are within the Top 30 on the Final Big Easy Tour Order of Merit.
- j) Top 50 players off the Final 2018/2019 Sunshine Tour's Career Money list.
- k) Players winning playing privileges at the last played Q School and Vusi Ngubeni Q School.
- l) Affiliate members from 2018/2019, who played in every possible tournament that they were eligible to play in, who are listed, but not ranked, within the Top 100 positions on the Final 2018/2019 Sunshine Tour Order of Merit.
- m) A player who was ranked within the Top 100 positions on the Final 2017/2018 Sunshine Tour Order of Merit, and who did not participate in the required minimum number of tournaments to be ranked on the Final 2018/2019 Order of Merit, due to

Participation on a Tour forming part of the International Federation of PGA Tours, may apply for Regular Membership for the 2019/2020 season. In general, no player will be granted membership under this category more than once, however, the Players Committee will consider this in exceptional circumstances.

- n) Any member who is unable to fulfil any of the aforesaid requirements of membership and who has been a Regular Member in good standing with the Sunshine Tour for at least five consecutive years, commencing with the 2014 season, will be eligible for Regular Membership. No player will be granted Regular Membership under this category more than once.
- o) Players who have been unable to fulfil any of the aforesaid requirements of membership, or members whose playing opportunities have been adversely affected due to serious illness or injury or personal circumstances, as determined by the Tournament Committee. In the event of a player missing an event due to an injury or serious illness, he is required to notify the Sunshine Tour entries department of this at the time of his withdrawal. No player will be granted an extension of his membership unless he has notified the Sunshine Tour of his injury or illness when he misses his first tournament due to the injury or illness in question.

Members will not, in the majority of situations, be given an extension of their membership because they have been prevented from playing due to illness or injury. However, in exceptional circumstances, the Tournament Committee may in their absolute discretion grant an extension to a member's playing rights where the member has suffered serious illness or injury that has prevented him from competing in Sunshine Tour Order of Merit tournaments. In reaching its decision the Tournament Committee shall be entitled to take into account the nature, extent and duration of the injury, the member's age, length of membership, contribution to the game, category of membership and any other factor(s) that the Committee shall consider relevant. In general, a player will not be considered for a medical extension unless he has missed 5 or more consecutive Order of Merit tournaments due to his illness, injury or personal circumstance.

NOTE: *In all cases, applications for medical extensions must be submitted in writing prior to the conclusion of the Qualifying School held for the Order of Merit year in which the member seeks to resume play.*

2.1.2 Affiliate Member

An Affiliate Member is any player who is not otherwise eligible for Regular Membership, who wishes to obtain membership of the Sunshine Tour and who satisfies one of the following criteria:

- a) Winners of the 2009 and 2010 Open Championship, US Open, US PGA Championship, US Masters, and World Golf Championship events, and winners of these events from 2014 onwards.
- b) Winners of the PGA European Tour's Race to Dubai for 2014 and from 2016 - 2018.
- c) Winners of the PGA TOUR's FedExCup Points list for 2014 and from 2016 - 2018.
- d) Players within the Top 50 positions of the Final 2018 Official World Golf Rankings.
- e) Players within the Top 50 positions of the Official World Golf Rankings at the closing date of entries for the tournament in question.
- f) Members of the last named Ryder Cup or Presidents Cup Teams.
- g) Non members who are exempt for a Sunshine Tour sanctioned tournament and are not otherwise eligible for Regular Membership.
- h) Members listed, but not ranked within the Top 100 on the Final 2018/2019 Sunshine Tour Order of Merit.
- i) A maximum of five professionals from each African country hosting a Sunshine Tour tournament in the current season, as nominated annually in writing by that country's governing body or an equivalent thereof.
- j) One professional, from each African country not hosting a Sunshine Tour tournament in the current season, as nominated annually in writing by that country's governing body or an equivalent thereof.

Note 1: *In the case of (g) above, should a player be eligible for, and take up, Affiliate Membership under this 2.1.2g, he will only be eligible to play in Sunshine Tour tournaments on*

invitations, or through a Top 5 or Top 10 finish or through another sanctioning body, whichever is relevant. Should such a player earn more money than the 100th placed player off the Final 2018/2019 Sunshine Tour Order of Merit in the tournaments which he plays, then he will be eligible to continue playing for the remainder of the season in Category 10b, or Category 8c, should he earn sufficient prize money.

Note2: *In the case of (i) and (j) above, each African country nominating professionals must do so by submitting a list of players qualifying in writing to the Sunshine Tour offices at the beginning of each season. Players nominated for Affiliate Membership must be passport holders of the country nominating them. A Player may only be nominated by one country in his career, however, the Tournament Committee has the right to accept an application from a player who has previously been nominated by another country, in exceptional circumstances.*

Should a player nominated for Affiliate Membership not submit his membership forms and pay his subscriptions by the relevant deadline, his entries will be withdrawn from any tournaments he may have entered and the Sunshine Tour has the right to withdraw his membership and replace him with another player from his country, as it sees fit.

Note3: *As from the 2017/2018 season, Affiliate Membership can only be taken up once in a Player's lifetime unless:*

- such player is eligible under 2.1.2a f;*
- such Player subsequently attends the Sunshine Tour Qualifying School but fails to earn Sunshine Tour membership for the following Official Season. In such circumstances a player can take up Affiliate Membership in that following Official Season should he be eligible. There is no restriction on the number of times a player can take up Affiliate Membership in these circumstances provided that he has attended the preceding Sunshine Tour Qualifying School;*
- such player is nominated for Affiliate Membership by an African country.*

Note 4: *The Sunshine Tour reserves the right to, in its sole discretion, reject an Affiliate Membership application without recourse.*

2.1.3 Temporary Member

Persons other than those eligible for Regular or Affiliate Membership to the Sunshine Tour who wishes to participate in a tournament sanctioned by the Sunshine Tour, and who generally satisfies the criteria set out in (a) below, shall for the duration of that tournament be eligible for Temporary Membership.

- a) In general, Temporary Membership shall be granted to an applicant who:
 - i) is a Fully Qualified Male Club Professional and a member in good standing of the PGA of SA; or
 - ii) is a non member and receives an invitation through the Sunshine Tour to participate in a Sunshine Tour sanctioned tournament; or
 - iii) is exempt in terms of these Regulations and is not a member of the Sunshine Tour.
- b) No player eligible for Temporary Membership under 2.1.3 a i) may be granted Temporary Membership for more than four Sunshine Tour Order of Merit tournaments in any one season.
- c) All other players eligible for Temporary Membership, with the exception of 2.1.3 a i) may be granted Temporary Membership for one more Sunshine Tour Order of Merit tournament than the total number of tournaments that are co-sanctioned or tri sanctioned in that season.

Note 1: *Players qualifying through 2.1.3a i) above may only enter the PGA Championship, the South African Open Championship, one other co-sanctioned Order of Merit tournament of their choosing and one other non co-sanctioned Order of Merit tournament of their choosing.*

Note 2: *It is not necessary for players who are eligible to participate in a Sunshine Tour Order of Merit tournament outside the borders of South Africa to take out Temporary Membership to the Sunshine Tour in order to participate in the tournament in question.*

2.1.4 Honorary Member

An Honorary Member is that person who in the opinion of the Board has made an enduring and significant contribution to the game of golf. The benefits for an Honorary Member shall be:

- For as long as they live they will be considered Regular Members of the Sunshine Tour and will not be required to pay any membership subscriptions; and
- they will be eligible to participate in any Order of Merit tournament staged and/or sanctioned by the Sunshine Tour without having to pay entry fees; and
- they will be exempt for all Sunshine Tour Order of Merit tournaments (unless the conditions of competition determine otherwise).

Such a member shall be subject to all applicable requirements and obligations contained in these Regulations.

2.2 PERIOD OF MEMBERSHIP

- a) A player eligible for Regular Membership, or Affiliate Membership, will be regarded as a member for the current season upon receipt of a completed membership application form and membership fee.
- b) To obtain membership rights, each player who is eligible for membership for an Official Season must have submitted a completed membership application form and fee within 7 days of completion of the Final Order of Merit tournament of the previous season.

Exceptions:

Players in Categories 9e and 9f are required to submit a completed membership application form and fee within 7 days of the completion of the relevant Qualifying School or prior to the commencement of the first Sunshine Tour tournament in which he participates in that Official Season, whichever is the sooner.

Players eligible in Category 10b are required to submit a completed membership application form and fee within 14 days of becoming eligible for membership or prior to the commencement of the first Sunshine Tour tournament in which he participates in that Official Season, whichever is the sooner

NB An eligible player wishing to take up Regular Membership, but failing to do so by the appropriate deadline will be required to pay double his membership fee. An eligible player wishing to take up Affiliate Membership, but failing to do so by the appropriate deadline, will have his entries withdrawn from any tournaments he may have entered.

The final deadline for complying with the requirements in 2.2b and paying the increased membership fee shall be the 1st of September in that Official Season.

Amateurs qualifying in Categories 9e and 9f, who miss the deadlines stipulated above due to a delay in turning professional may apply for membership after these deadlines with no increased membership fees.

- c) A player who has been granted Temporary Membership will be deemed to be a Temporary Member from the day of the qualifying round or pre tournament pro-am or first round of the tournament, whichever is played first, up to and including the last day of the Sunshine Tour sanctioned tournament in which he participates.
- d) In order to retain membership of the Sunshine Tour for the 2020/2021 season, a player must retain eligibility for membership in terms of the criteria set out in these Regulations as it will apply for the next season and any amendment ratified by the Board from time to time.

3. TERMINATION OF MEMBERSHIP

The membership of any member shall cease if:

- a) the Board in their sole and absolute discretion determine that he is no longer sufficiently competent to participate in golf tournaments in respect of which he, as a member, is entitled to participate; or
- b) a member fails to pay his annual subscription fee, as outlined in 27 hereof, and remains in default; or
- c) a member is no longer eligible for membership in terms of the criteria set out in these Regulations; or
- d) a member fails to earn sufficient prize money to be ranked amongst the Top 100 positions on the Final Sunshine Tour Order of Merit; or

- e) a member becomes of unsound mind; or
- f) a member resigns; or
- g) a member dies; or
- h) a member's membership is terminated as a result of a Breach of these Regulations or the Code of Behaviour.

Note: *Any Temporary Member or Affiliate Member scoring 84 or more in a tournament or it's qualifying round, may have his membership terminated or reviewed for the remainder of the season.*

C ADMINISTRATION AND CONDUCT OF TOURNAMENTS

4.1 TOURNAMENT ADMINISTRATION

- a) The Commissioner and COO shall delegate their power to the Tournament Director who shall administer the tournament in accordance with these Regulations or as supplemented or amended by any subsequent Regulation. The Tournament Director, in consultation, if possible, with the Commissioner and/or COO, may in the interests of the Sunshine Tour sanctioned tournament and/or a tournament sponsor waive compliance with any of these Regulations or impose new Regulations.
- b) The Tournament Director may refer any matter to the PC.

Note: *Unless stated to the contrary under conditions of entry for a tournament, these Regulations shall apply.*

4.2 TOURNAMENT RULES OF GOLF

All competitors should secure a copy of the Sunshine Tour Conditions of Competition and Local Rules card (which is referred to as the "Hard Card"). This explains any rule that affects or modifies a rule of golf. They are not reprinted herein as they are subject to change and alteration. The rules governing play shall be:

- a) the Rules of Golf as approved by the R & A Rules Ltd;
- b) the current Sunshine Tour Conditions of Competition and Local Rules;
- c) the Additional Local Rules of the host club as approved by the Tournament Director.

5. CONDITIONS OF ENTRY

5.1 Entry Procedures

A member wishing to enter a tournament shall either:

- a) enter online at www.sunshinetour.com through a secure members only area; or
- b) telephone entries to the Entries Secretary on the Tel No. (021) 850-6500 during office hours; or
- c) registered mail entries to the Entries Secretary at the Sunshine Tour's headquarters; or
- d) fax entries to the Entries Secretary at the Sunshine Tour headquarters on the Fax No. (021) 852-8271; or
- e) e-mail entries to entries@sunshinetour.com; or
- f) enter in person, before the closing date for entries, at a Sunshine Tour tournament office or the Sunshine Tour headquarters.

NOTE: *A member may permit any person to act on his behalf when entering a tournament provided that the member accepts and acknowledges that failure by such other person to comply with these Regulations is deemed to be non compliance by the member.*

5.2 Confirmation of Entry

Confirmation of entry will be:

- a) an auto generated e-mail containing an entry number sent to a player entering telephonically, by e-mail or in person. The onus is on the member to ensure that he receives this e-mail; or
- b) a copy of the correspondence (fax, mail or e-mail) along with reasonable evidence of it having been forwarded in sufficient time to meet the closing date for entries criteria. Reasonable evidence in the case of:
 - (i) a fax or e-mail will be a document confirming transmission on which is the time, date and destination fax number or e-mail address;
 - (ii) a letter or any written document with a registered mail slip confirming the date it was posted and the address to where it was sent. All such mail is to reach the Sunshine Tour no later than the closing date for entries. Any supporting evidence indicating that the letter or document was forwarded no later than seven clear days prior to the closing date for entries for the tournament in question will be considered as having entered within the prescribed time.

5.3 Closing Date for Entries

a) Unless stated to the contrary under conditions of entry for a tournament, entries must be received by the Sunshine Tour by Midnight SA time, **21** days prior to the advertised commencement date of the main tournament in question. Should the closing date fall on a weekend or public holiday, entries will close at **12h00** on the first working day thereafter;

NB. New tournament winners in any one Official Season will be required to commit to any tournament to which they have now become exempt scheduled in the following week, by 12 noon on the day following their win. For any other tournaments to which they have now become exempt and for which entries have already closed, they will be required to commit by 12 noon on the Thursday following their win.

b) In the event of a member, finishing in the Top 5 or 10 positions in a tournament, or a member in Category 10d becoming eligible for membership in Category 10b, he will be eligible to enter the next scheduled Sunshine Tour Order of Merit tournament even if the entries have closed. Such players, who are eligible for, but not entered for tournament the following week, will be required to commit, by 12 noon on the day following the conclusion of the tournament in which they finished Top 5 or 10.

c) The Tournament Director shall be entitled to accept or reject a late entry on merit. Should the Tournament Director accept a late entry, that player will be entered into the tournament as a Tournament Invitation

5.4 Entry Fee

The entry fee is:

A) determined, unless stated to the contrary under conditions of entry for a tournament, by the amount of prize money being played for in a Sunshine Tour sanctioned tournament.

Entry fee will be as follows:

Prize Money	Entry Fee
Less than R1 500 000:	R250
R1 500 001 or more:	R500

Players who have been granted Temporary Membership for a tournament week are required to pay the entry fee as outlined above, as well as a Temporary Membership fee of R350 per event they participate in.

Payable in full prior to the member's commencement of the tournament he has entered (this also applies to the qualifying rounds);

- c) if a member commencing his participation in a tournament fails to pay his entry fee on time, he will be ineligible to play the tournament.
- d) A member who pays his entry fee by credit card will be deemed to have breached 5.4b hereof if the transmission statement printout, received within a reasonable time prior to or after the advertised commencement date of the tournament in question, states that the member's credit card has 'card declined'. If a member breaches this Regulation he will be subject to a fine as outlined in these Regulations and in addition the Tournament Director may, in his/her sole discretion, prohibit that member from making future payments by credit card.

5.5 Player and Member responsibilities

- a) The onus is on every member to provide the Membership Department with a valid e-mail address. The Sunshine Tour will take no responsibility for a member not receiving communication if that member does not comply with this Regulation
- b) THE ONUS IS ON THE PLAYER TO MAKE SURE HIS ENTRY HAS BEEN RECEIVED BY THE SUNSHINE TOUR BY THE CLOSING DATE FOR ENTRIES.
- c) IT IS THE RESPONSIBILITY OF THE MEMBER TO ENSURE THAT ANY CHANGE TO THE MEMBER'S POSTAL ADDRESS AND/OR TELEPHONE CONTACT DETAILS AND/OR E-MAIL ADDRESS AND/OR BANKING DETAILS ARE COMMUNICATED TO THE SUNSHINE TOUR'S MEMBERSHIP DEPARTMENT.
- d) The Sunshine Tour provides a service to members where once the draw has been concluded, each player participating in the Sunshine Tour sanctioned tournament, who has a mobile phone number recorded on the Sunshine Tour's database, will be sent an SMS message giving the player his starting time. This is a service for the players' convenience. PLAYERS RECEIVING A SMS ARE ADVISED TO RECONFIRM THEIR STARTING TIME as the Sunshine Tour will not take responsibility under any circumstances whatsoever for a SMS that contains incorrect information or has been incorrectly read or delivered and as such will not absolve the player who arrives late for his time of starting, for example, from having contravened the applicable condition of competition.

6. BEST EFFORT

In entering a tournament, a member shall for its duration, attempt to exercise his maximum golf skill and to play in a professional manner.

7. STARTING FIELDS FOR SUNSHINE TOUR ORDER OF MERIT TOURNAMENTS

The categories of persons listed below shall be eligible to enter Sunshine Tour Order of Merit tournaments, and in the event that the maximum number of places available to players wishing to enter the tournament is exceeded, then priority will be given sequentially from the following categories:-

Members within Categories 1 - 3 will be ranked based on the date of their most recent Sunshine Tour tournament win, with the most recent winner being ranked No 1 in his respective category.

Category 0a

The leading 10 and tied members, who are not otherwise exempt, will qualify to play in the next Sunshine Tour Order of Merit tournament which is not co-sanctioned or tri-sanctioned, within the same season.

The leading 5 and tied members, who are not otherwise exempt, will qualify to play in the next Sunshine Tour Order of Merit tournament which is co-sanctioned or tri-sanctioned, within the same season.

Note 1: *A Regular or Affiliate Member who has a Top 10 or Top 5 finish, but is not entered into the next Sunshine Tour Order of Merit tournament, is still eligible to take up this opportunity*

Note 2: *Should more than 5 or 10 players, who are not otherwise exempt, tie in positions 1-5, or 1-10 accordingly, then the leading players off the Current Order of Merit, tying on the last placed score will qualify for the next tournament. This Regulation does NOT apply to the Mauritius Open.*

Note 3: *Temporary Members are excluded from this Top 5 / Top 10 Regulation.*

Category 0b

Amateurs included in the field. A maximum of three amateurs may be invited to participate in Sunshine Tour Order of Merit tournaments, which are not co-sanctioned or tri-sanctioned tournaments and where the field size is greater than 120 professionals. A maximum of 5 amateurs may be invited to play in the SA Open. A maximum of 4 amateurs may be invited to play in the Joburg Open. In the case of amateurs participating in Sunshine Tour Order of Merit tournaments, the field size may not exceed 156 players.

Category 1

- Honorary Members of the Sunshine Tour.
- Winners of The Open Championship, US Open, US PGA Championship & US Masters for 2009 & 2010.
- Winners of World Golf Championship events for 2009 & 2010.
- Winners of the Final Sunshine Tour Order of Merit and SA Open Championship for 2009 & 2010.
(for the remainder of the official season in which the players win takes place and for 10 official seasons thereafter).

Category 2

- Winners of the PGA European Tour's Race to Dubai from 2016.
- Winners of the PGA TOUR's FedExCup Points list from 2016
- Winners of The Open Championship, US Open, US PGA Championship & US Masters from 2016.
- Winners of World Golf Championships from 2016.
- Winners of the Final Sunshine Tour OoM from the 2016/2017 season.
- Winner of the Chase to the 2016 Investec Cup.
- Winners of Sunshine Tour OoM tournaments with prize money of R3.5 million or more from the 2016/2017 season.
(For the remainder of the official season in which the players win takes place and for 3 official seasons thereafter.)

Category 2b

Medical Extension Category

Category 3a

- Winners of Sunshine Tour Order of Merit tournaments with prize money from R1 500 000 to R3 499 999 for the 2017/2018 and 2018/2019 season.

- Winners of more than one Sunshine Tour Order of Merit tournament in one season with prize money less than R1 500 000 for the 2017/2018 and 2018/2019 season.
(For the remainder of the official season in which the players win takes place and for 2 official seasons thereafter.)
- *Winners of Sunshine Tour Order of Merit tournaments with prize money from R1 500 000 to R3 499 999 from the 2019/2020 season.
- *Winners of more than one Sunshine Tour Order of Merit tournament in one season with prize money less than R1 500 000 from the 2019/2020 season
*(*For a 24 month period from the date of the players win)*

Category 3b

Medical Extension Category

Category 3c

- Winners of 2018/2019 Sunshine Tour Order of Merit tournaments with prize money less than R1 500 000.
- Winners of Sunshine Tour Order of Merit tournaments with prize money less than R1 500 000 from the 2019/2020 season.
*(*For a 12 month period from the date of the players win)*

Category 3d

Medical Extension Category

Note 1: Players in Category 2, winning tournaments prior to the 2016/2017 season, will be exempt until 31 December of the year in question. Players winning tournaments from the 2016/2017 season (inclusive) will be exempt until the end of March of the year in question.

Note 2: (for players whose exemption expires in December).

- If players are ranked in the Top 50 on the Final 2018/2019 OoM, they will slot into their OoM ranking position in Category 8a.
- If players are ranked in the Top 50 on the Final 2018/2019 Career Money list, or in positions 51 - 100 on the Final 2018/2019 OoM, they will slot into their re-ranking position in Category 9 based on their earnings for the 2019/2020 season

- at the time of the last re-rank. If their 2019/2020 earnings are more than the 50th placed player off the Final 2018/2019 OoM, then they will slot into the back of Category 8c
- If players fill none of the above criteria, they will slot into their re-ranking position in Category 9 based on their earnings for the 2019/2020 season at the time of the last re-rank.

Category 4a

Tournament Invitations awarded as follows. A maximum of:

- 2 invitations for a field size of 120 players or less
- 5 invitations for a field size of greater than 120 players. (This number is subject to change)

In the event of a tournament field not being filled, the Tournament Director may increase the number of invitations to a maximum of 10

Category 4b *

Historically Disadvantaged Individual Invitations (hereafter referred to as HDI Invitations) awarded as per the HDI Invitation qualifying guidelines as follows. A maximum of:

- 2 HDI invitations for a field size of 120 players or less
- 5 HDI invitations for a field size of greater than 120 players.
- 2 HDI invitations for the Mauritius Open

* This Regulation is subject to change

Exceptions: *The Dimension Data Pro-Am, SA Open, PGA Championship, Cape Town Open and Mauritius Open have their own invitation criteria.*

No member may receive more than 5 Tournament Invitations in any one Official Season.

Note 1: *All requests for Invitations need to be submitted to the Sunshine Tour by the closing date of entries for the tournament concerned in order to be considered.*

Note2: *Tournament Invitations may be substituted by other invitations provided the above condition is complied with up until 18h00 on the Monday prior to the first round. After such time, any withdrawals will be replaced by the tournament's first available reserve in order of eligibility.*

Note 3: *HDI Invitations may be substituted by other HDI invitations provided the above condition is complied with up until the conclusion of the qualifying round, if a qualifying round is played. In the event of a tournament not having a qualifying round, the HDI Invitations may be substituted by other HDI invitations provided the above condition is complied with up until 18h00 on the Monday prior to the first round. After both deadlines above, any withdrawals will be replaced by the tournament's first available reserve in order of eligibility*

Category 4c

For tournaments where qualifying rounds are played, players finishing within the Top 10 positions in the qualifying round will qualify to play the tournament. For the Mauritius Open, the qualifying round will be played within a selected tournament, with the Top 5 players, not otherwise exempt, on conclusion of that tournament, earning a spot into the Mauritius Open. Should more than 5 players, who are not otherwise exempt, tie in positions 1- 5, then there will be a play off to determine the spots. In the event of there being less than 5 players making the cut in the qualifying tournament, then the balance of the spots will go down the Category Rankings

Note: *This category will be **excluded** from the Zimbabwe Open, Zambia Opens, KCB Karen Masters the Vodacom Origins and Sun International tournaments i.e there will not be qualifying rounds for these tournaments and the fields will be determined off the categories, excluding Category 4c.*

Category 5

Past winners of the tournament* in question prior to 2004/2005. Past winners of the tournament* in question for 2005/2006 & 2006/2007 under 65 years of age on the first day of said tournament. Past winners of the tournament* in question under 55 years of age on the first day of said tournament. (Non Sunshine Tour Members may be entered in this category). *NB. This exemption only applies to winners in those years when the tournament in question was a Sunshine Tour Order of Merit tournament.

Exception: For tournaments which are co-sanctioned with the European or Asian Tour, past winners need to have been Regular Members of the Sunshine Tour for a least two seasons following their win in order to qualify under this category.

Category 6

- a) Players within the Top 50 positions of the latest Final Official World Golf Rankings
- b) Players within the Top 50 positions of the Official World Golf Rankings at the closing date of entries for the tournament in question.
- c) Members of the last named Ryder Cup or Presidents Cup Teams.

Category 7

National/Regional Orders of Merit and exchange spots.
(Non Sunshine Tour members may be entered in this category).

Category 8

- a) Top 50 players off Final 2018/2019 Sunshine Tour Order of Merit.
- b) Players who, due to participation on a Tour forming part of the International Federation of PGA Tours, who did not participate in the required minimum number of tournaments to be ranked on the Final 2018/2019 Sunshine Tour Order of Merit, and who finished within the Top 50 positions on the Final 2017/2018 Sunshine Tour Order of Merit may apply for membership in this category. In general, no player will be granted membership under this category more than once, however, the Players Committee will consider this in exceptional circumstances.
- c) A member earning prize money during the 2019/2020 season equivalent to, or more than the 50th placed player on the Final 2018/2019 Sunshine Tour Order of Merit.

Category 9

- a) Players finishing in positions 51 - 100 on the Final 2018/2019 Sunshine Tour Order of Merit
- b) 2018/2019 Affiliate members, who played in every possible tournament that they were eligible to play in, who are listed, but not ranked, within the Top 100 positions on the Final 2018/2019 Sunshine Tour Order of Merit
- c) Top 5 players within the Top 50, from the Sunshine Tour Career Money list at the conclusion of the 2018/2019 season, who are not exempt in a higher category
- d) Players who, due to participation on a Tour forming part of the International Federation of PGA Tours, who did not participate in the required minimum number of tournaments to be ranked on the Final 2018/2019 Sunshine Tour Order of Merit, and who finished within the positions

51-100 on the Final 2017/2018 Sunshine Tour Order of Merit may apply for membership in this category. In general, no player will be granted membership under this category more than once, however, the Players Committee will consider this in exceptional circumstances.

- e) Players finishing in positions 1-5 (& ties) at the last played Sunshine Tour Qualifying School and Vusi Ngubeni Q School, staggered.
- f) Players will be ranked within this category alternately selecting one player at a time, in ranking order, from (i), (ii) and (iii) below, and using the following order of rotation. (i) players finishing in positions 6-30 (& ties) at the last played Sunshine Tour Qualifying School, (ii) leading 10 players within the Top 30, on the Final 2018 Big Easy Tour Order of Merit who are not already exempt in a higher category and (iii) players finishing in positions 6-15 (& ties) at the Vusi Ngubeni Q School.
- g) Players within the Top 50, from the Sunshine Tour Career Money list at the conclusion of the 2018/2019 season, who are not exempt in a higher category.
- h) Players who have been Regular Members in good standing with the Sunshine Tour for at least five consecutive years, commencing with the 2014 season. Players in this category will be ranked in order of Career Money.
- i) One 2019/2020 Affiliate Member from each African country hosting a Sunshine Tour tournament in the current season, as nominated in writing by that country's governing body or an equivalent thereof

Note: *All players within Category 9 will be re-ranked, in order of official money won on the Current Sunshine Tour Order of Merit at least 3 times during a season. Details of the re-rank will be confirmed once the remainder of the schedule has been released. Should players in Category 9 be unable to play a number of consecutive events during the current season due to illness, injury or personal circumstances, they may apply to be exempted from the re-rank.*

Category 10

- a) Players eligible for Regular Membership in terms of paragraph 2.1.1a who are not already exempt in a category listed above.

- b) Affiliate Members eligible for membership as per paragraph 2.1.2i and 2.1.2j, who do not qualify in a category listed above and players in Category 2.1.2g earning more money than the 100th placed player off the 2018/2019 Sunshine Tour Order of Merit.
- c) Founder members eligible for membership as per paragraph 2.1.1g who do not qualify in a category listed above.
- d) Affiliate Members eligible for membership as per paragraph 2.1.2g.
- e) Temporary Members as per paragraph 2.1.3 who do not qualify in a category listed above. For tournaments with no qualifying rounds, PGA members will be ranked as per the PGA of SA's ranking list.

For tournaments where qualifying rounds are not played, all players in Category 10 who have entered the tournament will be ranked on career money, followed by career stroke averages, followed by stroke averages from the current season. All players within Category 10 will be re-ranked, in order of official money won on the Current Sunshine Tour Order of Merit at least 3 times during a season. Details of the re-rank will be confirmed once the remainder of the schedule has been released. Should players in Category 10 be unable to play a number of consecutive events during the current season due to illness, injury or personal circumstances, they may apply to be exempted from the re-rank.

Note 1: *For co-sanctioned or tri sanctioned events, if players are members and exempt through the Sunshine Tour and European Tour at the close of entries, the highest ranked member on the European Tour's entry list will be allocated to the Sunshine Tour, the second highest ranked member will be allocated to the European Tour. This alternate allocation will be repeated until all exempt dual members are allocated to one Tour or the other.*

Note 2: *There is an allowance for medical extensions to be granted to players within each category above.*

Exceptions to paragraph 7: The exemption criteria for the South African Open is not as listed in paragraph 7 of these Regulations.

8. TOURNAMENT FORMAT, FIELD SIZE AND CUT

- a) The format and size of the field for each tournament will be decided by the Tournament Director.

- b) In general, Sunshine Tour Order of Merit tournaments will be played over either 54 or 72 holes of stroke play. In some cases, tournaments will follow a pro-am format.
- c) If, due to withdrawals by players who have qualified for a tournament after its closing date for entries, or after the conclusion of its qualifying round, in order to fill the advertised field size, the Tournament Director will replace the spots vacated by the withdrawing players with the next ranked player on the Category Listing, (i.e. this spot will not go to the first alternate from the qualifying round).
- d) In the event of the last available player being included into the tournament (as a result of players withdrawing from the tournament), the Tournament Director shall determine the next alternate by means of a count out using the scorecards for the relevant tournament's qualifying round.
- e) The guidelines in determining the cut position is based on the prize money as follows:

Prize money up to R1 200 000	40 professionals and ties
R1 200 001 - R1 999 999	50 professionals and ties
R2 000 000 and more	
(Excl co-sanctioned events)	60 professionals and ties
Co-sanctioned events	65 professionals and ties

Note: For co-sanctioned or tri sanctioned tournaments, if the cut to 65 and ties after 2 rounds qualifies more than 78 players for the final 2 rounds of any tournament, then the Tournament Director may, in his/her absolute discretion, introduce a further cut after 3 rounds to the leading 72 professionals and ties. The prize money breakdown will be unchanged. i.e. All professionals making the original cut to 65 and ties but missing the 3rd round cut will be paid in accordance with their position after 3 rounds.

Exception: This will not be implemented if circumstance dictates that there is no re-draw between rounds 3 and 4.

9. QUALIFYING

Should a qualifying round be played, it will be considered an integral part of a tournament. The following Regulations will apply in addition to the normal Regulations applicable to a tournament:

- a) If the number of entries received for a tournament exceeds the size of the field, as determined by the Tournament Director, a qualifying round made up of 18 holes of stroke play may be played. All members not qualifying for a tournament through their ranking listed in paragraph 7, with the exception of players in Category 10d, are eligible to participate in this round should it be played.

Note: *In the event of all players ranked in Category 1 through Category 9 becoming exempt for a tournament, then any additional withdrawals will result in an increased number of qualifying spots. This means that all eligible players in Category 10 will automatically be placed into the qualifying round. Should the qualifying round be cancelled, then all players entered for the tournament, will be made exempt.*

- B) The venue for the qualifying round will be advertised in good time;
- c) For procedures on withdrawing from a qualifying round, see 11 hereof;
- d) In the event of the entire field not having played the full 18 holes due to inclement weather, bad light, or for whatsoever reason, the Tournament Director could either declare a result, or fill the required number of spots to make up the full complement of the main tournament field by taking the leading available members from the latest player exemption category list;
- e) All members failing to qualify as a result of the procedure outlined in 9d hereof will be refunded their entry fee for the tournament in question.
- f) The number of alternates will be determined by the Tournament Director prior to the conclusion of the qualifying round, whilst the ranking of alternates will be determined by the Tournament Director on conclusion of the qualifying round. In general, the ranking of alternates will be determined by finishing positions or through a sudden death play-off involving players on the same qualifying round score;
- g) Should a player retire or be disqualified from a qualifying round, his retirement or disqualification will also apply to the main tournament and as such, he will be withdrawn from the main tournament

Note: *There will be NO qualifying rounds for the Zimbabwe Open, Zambia Opens, KCB Karen Masters and some Vodacom Origins and Sun International tournaments. Fields for these tournaments will be determined off the exemption categories with the exception of Category 4c.*

10. PRACTICE REGULATIONS

- a) Only Sunshine Tour members or players entered into a Sunshine Tour sanctioned tournament may participate in an official practice round.
- b) Practice shall be permitted in designated practice areas only and at designated times. If play is suspended for a dangerous situation or in the event that such a situation (as signalled by the

Tournament Director) occurs outside the hours of play, players must cease from using all practice facilities immediately. Notification of all practice facilities re-opening after closure will be issued either by the Tournament Director or a person appointed by the Tournament Director to fulfil the task.

- C) While playing a practice round a member shall have only one ball in play except:
 - (i) If an approach shot to the green fails to come to rest on the putting surface, only one additional shot may be played;
 - (ii) No more than three chip shots may be played from beside the green, provided such practice does not damage the course;
 - (iii) No more than two bunker shots may be played towards the green from a greenside bunker.
- d) Notwithstanding c) above, no additional practice strokes shall be played if the group behind is waiting to play.
- e) A member may not play in a group that exceeds four players at any time.
- f) A member or tournament contestant may not use motorised transport during a practice round at a tournament venue in the week in which the tournament in question commences, unless it is done with the prior permission of the Tournament Director.
- g) During any practice round, players may only play from the tee markers or the two 'X's, painted in white, on the tee.
- h) When hitting practice balls, due consideration will be given at all times to the personal safety of caddies or ball collectors. Failure to comply with this Regulation will be deemed to be a Serious Breach of the Code of Behaviour.
- i) Any member found to be in Breach of Regulation 10 hereof will be fined R500.

11. WITHDRAWAL PROCEDURE

- a) Late or irregular withdrawal from tournaments negatively impacts on the image of the player and the Tour. Players may only withdraw from tournaments in accordance with the provisions below. Failure to withdraw from tournaments in accordance with these provisions may result in disciplinary action. A member may only withdraw from a tournament as follows:-
 - (i) In writing; or
 - (ii) Telephonically by calling the Sunshine Tour headquarters during office hours or Sunshine Tour tournament office; or
 - (iii) In person, by the member himself or a person appointed by him to act on his behalf;

The Sunshine Tour must be advised of the member's intention to withdraw by no later than 10am on the Friday preceding the tournament. Should a player be participating in a tournament round on the Friday in question, then the withdrawal deadline will be extended to 6pm on the Friday preceding the tournament for him.

This includes players who wish to withdraw from the tournament's qualifying round but remain on the reserve list.

For tournaments where no qualifying rounds are played, a player who becomes exempt after 6pm on a Friday will only forfeit his entry fee and shall not be fined, should he subsequently withdraw. A player who becomes exempt after 10am on the Monday of a tournament will not be fined or forfeit his entry fee should he withdraw.

Exception 1: *For the Mauritius Open, Zimbabwe Open, KCB Karen Masters and Zambia Opens, an exempt player has until 2pm on the Thursday prior to the commencement of the tournament to withdraw without receiving a fine. A player who becomes exempt after 2pm on the Thursday prior to the relevant tournament will not be fined should he subsequently withdraw.*

Players withdrawing after these deadlines will be subject to the fines as per 11b below)

b) Any notification of withdrawal received after the required deadline, and prior to the commencement of the tournament's qualifying round or first round will result in the member being fined R500, doubling up for subsequent offences. Should he also fail to notify the Sunshine Tour of his intention to withdraw before the commencement of the qualifying round or first round of the tournament, it shall be considered a Breach of the Code of Behaviour. The fine for such a Breach is R1000, doubling up for subsequent offences.

A player who is not exempt at the close of entries, but becomes exempt after 2pm the day before the tournament's scheduled qualifying round will only forfeit his entry fee should he subsequently withdraw.

Should a player withdraw late from a tournament or its qualifying round due to a medical reason, he is required to provide a medical certificate within 7 days of his withdrawal. Failure to do so will result in him being fined as per paragraph 11b above.

Note 1: *In the event of a player withdrawing after the required deadline due to him gaining an exemption into a tournament on a Tour, which is a member of the International Federation of PGA Tours, he will not be fined. However, if he fails to withdraw under these circumstances, he will be liable for the relevant fine.*

Note 2: *In the event of a player qualifying for a Sunshine Tour tournament through its qualifying round, and ALSO being entered for a Big Easy Tour event following the same qualifying round, he will automatically be withdrawn from the Big Easy Tour event.*

Note 3: *The Regulations as outlined in 5.2b (ii) shall apply in cases where there is a dispute as to the time written notification was dispatched to the Sunshine Tour or as to the time the written notification was received by the Sunshine Tour or both.*

- c) When giving the Sunshine Tour notice of withdrawal, either in person or telephonically, a member will receive an official withdrawal number via e-mail. No consideration will be given by the Tournament Director to any dispute arising from such a withdrawal unless the withdrawal number is provided by the member as proof of withdrawal.
- d) A player is not entitled to withdraw after the conclusion of any round of a tournament or during the play of any round of a tournament except in the case of a medical or personal emergency. Consent to withdraw after a round or terminate a round prior to its conclusion must first be obtained from the Tournament Director. In the case of a medical emergency the member is obliged to submit to the Sunshine Tour a medical certificate within 7 days of the incident having taken place. Failure to do so will be considered a Breach of the Code of Behaviour. The fine for such Breach is R500.

Furthermore, should a player withdraw during the course of a round for non medical reasons, without the permission of the Tournament Director, his prize money will be withheld until such time as he provides the Tournament Director with satisfactory evidence, in writing, as to the reasons why he discontinued playing. Disciplinary action may also be taken against the player.

- e) If a Sunshine Tour member is exempt for an international tournament or Qualifying School, through the Sunshine Tour, and withdraws within 5 weeks of the tournament, to the detriment of another player, he will receive a fine of at least R5000.

12. TOURNAMENT REGISTRATION

- a) A player having to qualify for a tournament is obliged to register at the tournament office by no later than 10am on the day

preceding the date on which the qualifying round is played. Registration can be done in person, or by a person designated by the player to act on his behalf, at the tournament office or by telephone to the tournament office.

- b) At each tournament, all contestants other than those who have successfully qualified for the tournament, whether it be at the same venue as the tournament in question or not, or participate in a pre-tournament pro-am, in the same week and not necessarily at the same venue as the tournament in question, are obliged to register at the tournament office by no later than 10am on the day preceding the commencement date of the tournament. Registration can be done in person, or by a person designated by the player to act on his behalf, at the tournament office or by telephone to the tournament office.
- c) A qualifier who fails to meet the 10am qualifying round registration deadline shall be disqualified and removed from the qualifying round draw, and he shall be liable for his entry fee. In such a situation, the player will also be removed from the reserve list for the main tournament. A player qualifying for a tournament, and who fails to meet the 10am deadline shall be disqualified and removed from the main tournament draw. In the case of the main tournament, he will be replaced with the next ranked player. In addition, should the player also be in Breach of the Withdrawal Procedure (see 11 hereof), he will be subjected to the same penalties as outlined in 11 hereof.

Note: *No players will be contacted by Sunshine Tour officials to remind them to register or withdraw from tournaments.*

13. TIES

- a) In the event of a tie for first place in a tournament, a sudden-death playoff between all the players with the same leading score shall follow. The holes making up the playoff will be decided by the Tournament Director.
- b) In the event of deteriorating light, or inclement weather, the Tournament Director will determine the manner in which a tournament winner will be decided.
- c) In all cases a tournament winner must be established before announcing the tournament results.

14. ORDER OF MERIT

- a) A member, is considered to have participated in a Sunshine Tour Order of Merit tournament if, having fulfilled the tournament entry conditions, he participates in a qualifying round, even if he

- fails to qualify for the tournament;
- b) Only those Sunshine Tour Order of Merit tournaments the member participated in whilst he was a member shall be taken into account in determining the number of Sunshine Tour Order of Merit tournaments a player has participated in within a season;
 - c) To obtain inclusion on the Final Sunshine Tour Order of Merit and Players List, and to participate in the benefits derived from such inclusion, a member* must participate in a minimum of 5 tournaments, or 2 more Sunshine Tour Order of Merit tournaments than the total number of tournaments that are co-sanctioned or tri sanctioned in that season, whichever is the greater. (* European Tour, Asian Tour or European Challenge Tour members who take up Affiliate Membership will be required to participate in a minimum of four more Sunshine Tour Order of Merit tournaments than the total number of tournaments that are co-sanctioned or tri sanctioned in that season in order to obtain inclusion.)
 - d) A player winning the Final Order of Merit or Players List while playing on a medical extension will NOT be eligible for the benefits gained through this win.
 - e) For Order of Merit purposes, the co-sanctioned or tri-sanctioned tournaments may have the exchange rate capped at a fixed percentage for all tournaments during a season.

Exception 1: *The prize money won by a player who participates in and wins a Sunshine Tour Order of Merit tournament, and who thereafter applies for and takes up Regular Membership to the Sunshine Tour within seven (7) days of having won that tournament, shall be taken into account for the purposes of determining his ranking on both the current (as at the conclusion of the tournament in question) and Final Sunshine Tour Order of Merit and Players List;*

Exception 2: *Prize money won by Temporary Members will not be reflected on the Order of Merit or Players List.*

15. PLAY FORESHORTENED OR CANCELLED - GUIDELINES

If, in the judgement of the Tournament Director, adverse weather conditions or any other occurrence beyond the control of the Sunshine Tour render the commencement or continuation of the tournament impracticable, play shall be postponed until such time as the Tournament Director, after consultation with the sponsor of the tournament, considers that play can be continued. The Tournament Director has absolute discretion to implement whatever procedures necessary in order to ensure the continuation and completion of the tournament.

Where possible the following guidelines will be considered:

a) Rounds 1, 2 and 3

As a general principle, once a stroke has been played it shall count - for clarity, see Official Guide to the Rules of Golf effective January 2019: Committee Guideline 5A(8) - Changing Terms of the Competition After Competition Has Started and also Committee Guideline 6E(4) - Whether to Cancel Round.

b) Final Round

(i) If the round cannot be finished then a result will be declared over that number of rounds completed by all players;

(ii) In exceptional circumstances the final round may be scheduled on the fourth or fifth day;

(iii) Bearing in mind that the prime objective on all occasions is to complete the stipulated number of holes within the published number of days, then in an effort to conclude the final 36 or 18 holes, as the case may be, on the last day the cut may be reduced to a number less than that determined in 8e hereof, such number to be determined by the Tournament Director.

c) Suspension of Play

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

(ii) If during play it becomes necessary to suspend for a dangerous situation (e.g. lightning), players must discontinue play immediately. Suspension for a dangerous situation will be signalled by a prolonged sounding of a siren and/or air horns

d) Resumption of Play

As soon as conditions allow for play to be resumed, two short notes, repeated, will be sounded by a siren and/or air horns, or notification will otherwise be communicated to players. On being advised of resumption, play will be resumed immediately by all competitors on the course.

(e) Prize money

In the event of the curtailment or cancellation of a tournament, prize money distribution shall be at the sole discretion of the Sunshine Tour.

- f) Status of cancelled tournament.
When a tournament is cancelled for any reason after the entries have closed, it will be regarded as a counting tournament* for all members appearing on the entry list at the close of registration for the main event (*For the purposes of calculating the minimum number of tournaments under Regulation 14c).

16. CADDIES

- a) A caddie is the responsibility of the member by whom he or she is employed.
- b) A person who acts as a caddie for a member will be subject to the Regulations applicable to caddies for the duration of that tournament.
- c) All payments due to a member's caddie are the sole responsibility of the member. Such payments are to be made in an agreed manner between the member and the caddie. All disputes arising out of such agreements are to be resolved by the member prior to the conclusion of the tournament. It is recommended that members enter into a written contract with the caddie he employs. Examples of contracts to this effect are available from the Sunshine Tour headquarters or Sunshine Tour Tournament office.
- d) Caddies are:
- (i) Obligated to behave in what is considered acceptable and normal social behaviour;
 - (ii) Obligated to wear bibs or similar promotional clothing provided by the tournament sponsor for the duration of the round;
 - (iii) Not permitted to wear any advertising on his person or golf bag or related equipment which may embarrass the tournament or tournament sponsor. If in any doubt, the Tournament Director should be consulted prior to either the commencement of the round or the tournament;
 - (iv) To produce their caddie accreditation when requested by a tournament official to do so;
 - (v) Not permitted to wear (metal or soft) spiked shoes on the golf course;
 - (vi) Not allowed to attend a pro-am prize giving function or sponsor hospitality area unless invited by the primary sponsor;
 - (vii) Not permitted to test the surface of the putting greens on the golf course other than in practice rounds;
 - (viii) Not permitted to play golf at a tournament venue during a tournament or any of its official practice rounds or during the week in which the tournament in question is to take place.

- (ix) Caddies shall not engage in any conduct which is prohibited for players under the Sunshine Tour's Anti Doping Policy.
- (x) Caddies shall not engage in any conduct which is prohibited under the Sunshine Tour's Integrity Policy.
- e) No member of the Sunshine Tour may:
 - (i) Carry his own bag while playing in an official practice round, pro am round, or in any tournament round. A player participating in a qualifying round may carry his own bag in the qualifying round or its practice round;
 - (ii) Use a golf bag trolley, irrespective of whether or not it is pulled by the member or his caddie, during a tournament or qualifying or official practice round of a Sunshine Tour sanctioned tournament.
- f) No active member of the Sunshine Tour, Big Easy Tour, Fully Qualified Member of the PGA of South Africa, or any other player who has received an invite to play in a Sunshine Tour or Big Easy Tour tournament in 2019/2020 may act as a caddie for any professional player in any tournament sanctioned by the Sunshine Tour. An active member is defined as any Sunshine Tour, Big Easy Tour or Fully Qualified PGA of SA member who has participated in one or more Sunshine Tour or Big Easy Tour tournaments on the 2019/2020 Sunshine Tour. Should a 2019 Big Easy Tour member wish to caddy in a Sunshine Tour Order of Merit tournament, he may do so once the 2019 Big Easy Tour season is concluded. Should a Sunshine Tour member resign his Sunshine Tour membership during a season in order to caddy in a Sunshine Tour Order of Merit tournament, he may not re-instate it the following season
- g) Caddies may not enter the clubhouse. A designated area for Caddies will be provided at the tournament venue
Exception: *Caddies who are immediate family members of players are permitted into the clubhouse or Players' Lounge provided they are accredited with the correct tournament accreditation (Players Guest Badge). Any Breach of this rule will be treated as a Serious Breach of the Code of Behaviour.*
- h) Any Breach by a caddie of the Regulations will be deemed to be a Breach by the member employing the caddie, and such a member will be fined accordingly.

17. PRO-AM FIELD

- a) The field for a pre-tournament pro-am will be determined in accordance with the following criteria:-
 - Sponsor's invitations agreed between the Tournament Director and the tournament sponsor;

Should the field size for the pro-am exceed the number of invites requested by the sponsor, then the following criteria applies:

- The previous winners of the tournament in question, within the last 5 years,
- Current season winners of Sunshine Tour Order of Merit tournaments offering prize money of R2,000,000 or more;
- The balance of the field will be made up of the leading players off the latest player rankings. In the event of tournaments having two preceding pro-ams, the leading players off the latest player rankings will be allocated to the FINAL pro-am day.

For the Sun International pro-ams, where there are two preceding pro-ams, the leading players off the latest player rankings will be allocated to the FINAL pro-am day for the first tournament of the series, and thereafter, pro-am days will be alternated as much as possible

- b) The field for a non Order of Merit (one day) pro-ams will be determined in accordance with the following criteria:-
- 2 Sponsors Invitations agreed between the Sunshine Tour and the tournament sponsor;
 - 2 HDI Invitations allocated to players of colour,
 - Current season winners of Sunshine Tour Order of Merit tournaments offering prize money of R2,000,000 or more;
 - The balance of the field will be made up of the leading players off the latest player rankings.
- c) A member entering a Sunshine Tour sanctioned tournament will in doing so be deemed to have committed to play in the pre-tournament pro-am should he qualify in terms of the criteria stipulated in 17a. The failure of a member to participate in the pre-tournament pro-am, after having qualified or been invited to play, shall disqualify him from participating in the tournament, and he shall be removed from the tournament field, unless he is released from the pro-am by the Tournament Director, who has the sole and unfettered discretion to excuse a member if he deems it necessary. **It is the players responsibility to know whether he is he playing in a pre tournament pro-am.**
- d) The first reserve for the pre-tournament pro-am is required to be at the tournament venue from the first pro-am tee time to the last. The second and third reserves are required to be contactable and available from the first pro-am tee time to the

last to come to the tournament venue at short notice, if required. If a member withdraws or is removed from the program, the first reserve will replace such member in the pro-am (and failing the first reserve, the second reserve and so forth). The failure of a reserve to play in the pro-am if so required shall result in his disqualification from participating in the tournament, and he shall be removed from the tournament field, unless he is released from the pro-am by the Tournament Director, who has the sole and unfettered discretion to excuse a member if he deems it necessary. **It is the players responsibility to know his place on the reserve list at any time.**

- e) The decision of the Tournament Director in exercising his/her discretion in terms of 17c or 17d will be final. and binding on a member and a member shall not be entitled to challenge such decision.
- f) It is compulsory for members in pro-am prize winning teams to attend the pro-am prize-giving function. If a player fails to attend the pro-am prize-giving and he has not been excused by the Tournament Director in advance of the prize-giving, he will incur a fine of R2 000.
- g) In the event of a prize being offered for the best gross score or scores recorded by a professional or professionals in a pro-am round, it is compulsory for the winner or winners of the prize to attend the prize-giving. The prize money won by a member will be forfeited in the event of the member's non attendance at the prize-giving irrespective of the reasons given.
- h) A player being paid to play in a pre tournament pro-am is required to attend the prize giving function. In the event of his non attendance at prize giving, he will forfeit his pro-am fee, prize or prize money won, and he will be subject to a fine. In exceptional circumstances, a player may be excused from the prize giving by the Tournament Director.
- i) The onus is on the member to collect whatever prizes he may win in a pro-am. The Sunshine Tour is not obliged to collect nor can it be held liable for prizes a member fails to collect at any tournament.

18. USE OF TOURNAMENT FACILITIES BY NON PARTICIPANTS

Any player (other than an immediate tournament reserve) not participating in the tournament in question will not be entitled to use the tournament facilities (eg: Practice Range, Players' Lounge) other than in exceptional circumstances, as authorised by the Tournament Director.

19. PRIZE GIVING

- a) All members should be aware of their responsibility to promote the game of golf and the good name of the Sunshine Tour. It is therefore expected of each member to make every effort to attend any tournament function hosted by a tournament organiser and/or related sponsor in an effort to maintain the goodwill that exists between the Sunshine Tour and tournament sponsors.
- b) It is compulsory for the winner of a tournament to attend the tournament prize-giving and spend a reasonable period of time in the presence of the tournament sponsors on conclusion of the tournament.
- c) For attendance regulations by members at pro-am prize-giving refer to paragraphs 17f, 17g and 17h of these Regulations.

20. DRESS CODE

- a) Members are at all times subject to the dress code, as herein outlined, at a tournament venue at which a Sunshine Tour sanctioned tournament is being hosted.
- b) Members shall be neat in appearance, in both clothing and personal grooming, at all times.
- c) Players choosing to wear turtle neck golf shirts, are advised to consult the Tournament Director as to whether the length of the collar is acceptable.
- d) Players are required to dress according to the club's dress code regulations.
- e) Players may wear short pants for official practice rounds and pro-ams
- f) The dress code for functions will be smart casual only. (No running shoes or takkies may be worn - players may only wear smart casual shoes. No T-Shirts may be worn - players may only wear collared shirts. No camouflage pants may be worn.) In certain situations only, the Commissioner, COO or Tournament Director in consultation with a sponsor may relax these Dress Regulations.

Any player who is found to be in contravention of this Regulation will be fined R500 , doubling up for subsequent offences and no appeals process will be considered for this Breach of the Regulations

- g) No member or player shall wear any advertising on his golf bag, clothing or related equipment in a manner or style which may, as determined by the Tournament Director, embarrass the Sunshine Tour, the tournament or Tour sponsor of the Sunshine Tour. If in any doubt, consult the Tournament Director prior to

either the commencement of the round or the tournament and the Tournament Director's decision shall be final and binding on the member or player.

- h) The wearing of any advertising by a member or player on his golf bag, clothing or related apparel or equipment must be done in a tasteful and acceptable manner. The degree of tastefulness and acceptability will be determined by the Tournament Director in his/her sole discretion and the Tournament Director's decision shall be final and binding on the member or player.
- i) The Sunshine Tour has entered into various agreements with tournament sponsors. It is the participation of these tournament sponsors which assists in making the Sunshine Tour possible, financially viable and successful. In order to encourage the participation of tournament sponsors, and in order to protect the rights which tournament sponsors enjoy in their tournaments, no member or player shall enter into any sponsorship arrangement with a party in terms whereof the member or player shall, on a once-off basis and at a specific tournament (or for an otherwise unusually short-term period including a specific tournament), wear any advertising of that party on his golf bag, clothing or related equipment where that party is a competitor of that specific tournament's sponsor. If in any doubt, the member or player should consult the Sunshine Tour prior to either the commencement of the round or the tournament, and the Sunshine Tour's decision shall be final and binding on the member or player. The provisions of this Regulation are not intended to, nor shall they, preclude any member or player from entering into sponsorship arrangements with any party (including competitors of tournament sponsors) provided that such sponsorship arrangements are bona fide and are not entered into, in the reasonable discretion of the Sunshine Tour, for "ambush marketing" purposes (in this Regulation, "ambush marketing" means an attempt by a party which is not a tournament sponsor to either create the impression of being an official tournament sponsor or to gain exposure for its brand in competition with the tournament sponsor or to generally ambush the marketing and sponsorship rights of the tournament sponsor).

21. ACCOMMODATION

- a) The onus is on the member to source and book his own accommodation and to make his own travel arrangements. The Sunshine Tour will endeavour to provide up to date information regarding travel, hotel and other accommodation for each Sunshine Tour Order of Merit tournament. The Sunshine Tour or any of its staff may not do any bookings on behalf of a member.

- b) A member who fails to pay his hotel bill in full prior to his departure from the hotel, shall be deemed to have committed a Serious Breach of the Code of Behaviour.

22. MISCONDUCT

- a) A member must ensure that he and his caddie are in possession of their contestant and caddie badges or accreditation at all times during a tournament.
- b) The regulations of the host club must be respected and obeyed at all times.
- c) A player may not give his Players Guest badge to his caddy, unless his caddy is his immediate family
- d) A player is responsible for ensuring that a bunker is properly raked on conclusion of his shot. Should a member be found to be in Breach of this Regulation he will be fined R500.
- e) A player moving an advertising board, in terms of the Sunshine Tour's Local Rules, and failing to return it securely and neatly to its original position will be held in Breach of this Regulation and will be fined R1000.

Note: *As per Decision 33-7/8 in the Decisions on the Rules of Golf, a player can be disqualified from a tournament for a Serious Breach of Misconduct. Should a player be disqualified from a qualifying round due to a Serious Breach of Misconduct, his disqualification will also apply to the main tournament.*

23. PRIZE MONEY

- a) The Sunshine Tour will deduct a 5% levy from all payments made to players winning prize money or pro-am prize money or playing fees relating to a tournament sanctioned by the Sunshine Tour. No levy will be deducted for tournaments played outside the borders of South Africa.
- b) Should a player be disqualified from a tournament as per Decision 33-7/8, his prize money may be withheld at the discretion of the Tournament Director.
- c) All prize money payments will be concluded once the prize money for the tournament in question has been paid over by the tournament sponsor or promoter to the Sunshine Tour. In general prize money payments are made no later than the first Thursday following the tournament, or at the earliest opportunity thereafter.
- d) Prize money paid out will be as per the breakdown listed in part J of these Regulations or as otherwise published on the tournament notice board. In general the prize money breakdowns listed in these Regulations will be used at each Sunshine Tour Order of Merit tournament.

- e) In the event of the prize money total not being listed in part I of these Regulations, the breakdown will then be calculated by applying the percentage breakdown to the applicable prize money taking the cut into account. The prize money breakdown will be published before the commencement of the first round of the tournament.
- f) In the event of a tournament being curtailed, the percentage of prize money to be distributed shall be determined by the Commissioner, COO or the Tournament Director, in consultation with the tournament sponsor.
- g) The Sunshine Tour will withhold tax due by the member to the South African Revenue Service (“SARS”) in accordance with the current tax legislation.
- h) In the event of a tournament taking place outside the borders of South Africa, it is possible the prize money will be subject to a withholding tax at a fixed rate. This rate will be available once it has been ascertained.
- i) The prize money will be banked directly into members' South African bank accounts after the tournament where a member has provided the Sunshine Tour with the required details in this regard.
- j) Unless stated to the contrary in the conditions of the competition, should a member having qualified (made the cut) fail to contest the final round of a tournament, provided he has adhered to Regulation 11d, he shall receive last place prize money. Should he not adhere to Regulation 11d, his prize money will be withheld until such time as he provides the Tournament Director with satisfactory evidence, in writing, as to the reasons why he discontinued playing
- k) A player who makes the cut and contests the final round, and is disqualified will receive last placed prize money. A player who is disqualified in any round after the cut as a result of the Breach of the Rules of Golf, will not receive any prize money if the Tournament Director is convinced that such disqualification was deliberate in order to discontinue a round.
- l) In the event of prize money being made available for a pre-tournament pro-am, the breakdown will be determined by the Tournament Director, in his/her sole discretion. The breakdown will be published at the tournament office prior to the commencement of the pre-tournament pro-am.
- m) Any member winning prize money is required to provide the Sunshine Tour with his SARS Income Tax Number. The Sunshine Tour will register all unregistered South African players for income tax. The Sunshine Tour reserves the right to withhold any prize money payments due to a member until such time as the member has satisfactorily adhered to this Regulation.

- n) Prize money won at an event that is not claimed within three years from the date of that event, will be forfeited.
- o) Any player who gains an exemption into a Sunshine Tour tournament as an amateur automatically waives his right to earn prize money in that tournament.

Note: *Prize money won is normally paid directly into a player's bank account after the event; however there are exceptional circumstances where prize money cheques that have been issued are not presented or a player provides us with incomplete contact information and/or banking details. It must be noted the Sunshine Tour will make every effort to make contact with the player.*

24. PACE OF PLAY

A player or member who receives a total of three bad times under Sunshine Tour approved Pace of Play conditions, will incur a fine of R2000 on receiving his third 'bad time' (unless this coincides with a fine or Breach of the Pace of Play conditions). Each subsequent 'bad time' will incur a fine double that of the previous fine.

25. OFFICIAL SCORE RECORDERS AND STATISTICAL DATA

- a) Players must co-operate when asked for details of their scores by the official score recorders on the course. This includes the Nomads, television scorers and spotters and any other person appointed to record scores.
- b) Players are required to complete a statistics card for every round played.

Failure to provide satisfactorily the required detail in 25a and 25b, will be considered a Breach of this Regulation and as such the player could be served with a fine.

26. CONFLICTING TOURNAMENTS

- a) The Sunshine Tour recognises the individual rights of all members of the Sunshine Tour operating as independent contractors. The Sunshine Tour therefore recognises and warrants to all members that at no time does it hold out to tournament sponsors and/or promoters the guaranteed appearance or entry of any individual member.

- b) Notwithstanding the above statement of fact, the Sunshine Tour requires all members, to submit themselves to this Conflicting Tournaments Regulation to ensure the Sunshine Tour may remain in a position to fulfil, at all times, its collective obligations in respect of representative fields.
- c) Regular Members of the Sunshine Tour shall not compete in any tournament or exhibition match, within the territory, whether private or public, scheduled against a Sunshine Tour sanctioned tournament, without the prior written permission of either the Commissioner or COO.
- d) Big Easy Tour members, who are also Sunshine Tour members, may not participate in Big Easy Tour tournaments if they are exempt for a Sunshine Tour tournament scheduled against a Big Easy Tour tournament. In the event of a player entering a Big Easy Tour tournament, and not a Sunshine Tour tournament, he will be withdrawn from the Big Easy Tour tournament if he would have been exempt for the Sunshine Tour tournament, within 7 days of the commencement of the Sunshine Tour tournament.
- e) Big Easy Tour members, who are also Sunshine Tour members, are eligible to participate in a Big Easy Tour tournament scheduled against a Sunshine Tour tournament, should they be on the reserve list for the Sunshine Tour tournament, within 7 days of the commencement of the Sunshine Tour tournament in question.
- f) Big Easy Tour members, who are also Sunshine Tour members, may not participate in a Big Easy Tour tournament if there is a Sunshine Tour qualifying round scheduled against a Big Easy Tour tournament.
- g) Should a player be a reserve for a Sunshine Tour tournament being played in Zambia, Zimbabwe, Kenya or Mauritius, by 10am on the Friday preceding the tournament in question, he shall be entitled to participate in another tournament or exhibition match, within the territory, scheduled against that tournament, provided he has obtained a release from the Commissioner or COO.
- h) The member must send a written request for release to the Commissioner or COO for the particular Sunshine Tour Order of Merit tournament conflicting with the tournament he wishes to participate in. Members will remain entered for a Sunshine Tour Order of Merit tournament until they officially withdraw.
- i) The fine for Breach of this par 26 is a minimum fine of R2 000 leading to possible suspension for subsequent offences.

Note: *A member who is a national of an African country, who wishes to participate in a conflicting tournament held in his home country, may do so without obtaining a release.*

27. PAYMENT OF SUBSCRIPTIONS

- a) Invoices will be made out to members at the conclusion of the previous season.
- b) Payment is due within 7 days of the completion of the Final Order of Merit tournament of the season, or within 7 days of the conclusion of the relevant Qualifying School, whichever is relevant. Affiliate Members are required to pay within 14 days of becoming eligible for membership or prior to the commencement of the first Sunshine Tour tournament in which he participates in that Official Season, whichever is the sooner.
- c) Regular Members who fail to pay by the appropriate deadline will be charged double their membership fee. The final deadline for payment of subscriptions shall be the 1st September in that Official Season.
- d) Affiliate Members who fail to pay by the appropriate deadline will have their entries withdrawn from any tournaments they may have entered and the Sunshine Tour has the right to withdraw their membership and replace them with another player from their country, as it sees fit.
- e) Amateurs obtaining Tour Cards through the Qualifying School, who miss the deadlines stipulated above due to a delay in turning professional may pay subscriptions after these deadlines with no increased membership fees

28. MEDIA AND PUBLIC RELATIONS

- a) The favourable public reputations of the Sunshine Tour and its tournaments are valuable assets and create tangible benefits for all Sunshine Tour members. Accordingly, it is an obligation of membership for each member to refrain from making any statement or comment in any language, which is or may become public, whether via television, radio, newspaper, magazine, periodical, book, the internet (including social networking websites such as Twitter and Facebook) or any other medium or means which the member knows, or ought reasonably to know, will or is likely to:
 - (i) constitute an attack on, disparage, harm or be otherwise prejudicial to the reputation or interests of any tournament sponsor, promoter, fellow competitor, the Sunshine Tour (or any division of it), or any of its officials or the game of golf in general;
 - (ii) be an unapproved disclosure of any confidential information of any tournament sponsor, promoter, fellow competitor, the Sunshine Tour (or any division of it), or any of its officials; or

(iii) prejudice or implicate any fellow competitor in disciplinary or legal proceedings.

For the avoidance of doubt, responsible expressions of legitimate disagreement with Sunshine Tour policies are not prohibited. Any contravention of this Regulation shall be a Breach of the Code of Behaviour.

- b) To ensure maximum goodwill, it is essential that competitors make every effort to support all public relations and media activities which, among other things, include compliance with reasonable requests from the tournament Press Officer to attend a Press/Media Centre interview and to co-operate with the media immediately following the completion of a tournament round.

D- MARKETING AND MEDIA RIGHTS

29.1 Film, Media and other Property Rights

- a) Television, radio, film, photographic, statistical data and information and all other electronic media rights include the right to broadcast, display, publish or otherwise exhibit (in any manner howsoever) in all and any forms of media (including, but not limited to, television, radio, motion picture, print, video, CD, DVD, interactive media of any kind, multi-media, internet, website, mobile telephony and communication and other similar opportunities) the proceedings, or any part thereof, at all Sunshine Tour sanctioned tournaments or programs or any other golfing related event conducted in conjunction with, or sanctioned by the Sunshine Tour;
- b) All rights referred to in 29.1a, all photographic rights and all rights in all statistical and scoring data and information shall be granted and assigned to the Sunshine Tour, which accepts such grant and assignment. For the avoidance of doubt, it is a condition of membership that all members grant and assign such rights to the Sunshine Tour and each member will be deemed to have done so on taking up membership. As a result of the grant and the assignment, all such rights shall be the property of and expressly reserved by and to the Sunshine Tour, and any use thereof without the express written consent of the Sunshine Tour shall be prohibited;
- c) No Sunshine Tour member shall participate in any live or recorded golf programme without the prior written approval of the COO, except that this requirement shall not apply to

other golfing related event conducted in conjunction with, or sanctioned by the Sunshine Tour or to personal interviews or appearances on guest shows. "Golf programme" for purposes of this 29.1c means any golf contest, exhibition or play that is broadcast in the territory on any form of television or other electronic medium. Members participating in any tournament or programme covered by this 29.1c that may be broadcast in the territory may be required by the COO, as a condition of appearance, to obtain in advance binding written assurances from the sponsor, promoter, television producer and/or other parties involved, that the event or programme will not be broadcast in the territory or will be broadcast only on such conditions as are approved by the COO. Failure to provide such assurances will result in the member being prohibited from appearing in any tournament or golf programme contemplated in this 29.1c

- d) No member (nor his representative nor any of his commercial partners) is authorised to make any use, commercial or otherwise, of the Sunshine Tour name or logo, without the advanced written approval of the Commissioner or the COO.

29.2 Marketing Rights

- a) Subject to the assignment of the rights as contemplated in 29.1b nothing in these Regulations or in any marketing related policies adopted by the Sunshine Tour from time to time shall be deemed to restrict any member's individual marketing rights in relation to, inter alia, promotions, endorsements and licensing.
- b) No person is authorised to make any use, commercial or otherwise, of the Sunshine Tour name and/or any of its marks and/or logos without the prior written approval of the Commissioner or the COO.

E- INTEGRITY POLICY

30.1 Anti Doping Policy

All players participating in Sunshine Tour sanctioned tournaments shall be subject to the terms and conditions of the Southern Africa PGA Tour Anti-Doping Programme. The full terms of the Southern Africa PGA Tour Anti-Doping Programme may be viewed in the members login area on the website www.sunshinetour.com

30.2 Integrity Policy

Definitions:

A Covered Person - means any member, player, related personnel, and/or employee of the Sunshine Tour.

Related Personnel - means any individual who is associated with a player including a player's manager, agent, caddie, coach, physio, spouse, partner, backroom staff, personal sponsor or any other person (including a family member) who receives accreditation at a Sunshine Tour sanctioned tournament, or any other professional golf tournament at the request of the member or player or any other Related Personnel.

a) Corruption Offences

- i) No Covered Person shall either directly or indirectly bet or instruct any other person to bet on the result, progress, conduct or any other aspect of any professional or elite amateur golf tournament (or any part thereof) anywhere in the world.
- ii) No Covered Person shall, directly or indirectly, solicit or facilitate any other person to bet on the outcome or any other aspect of any professional or elite amateur golf tournament (or any part thereof) anywhere in the world. For the avoidance of doubt, to solicit, or facilitate to bet, shall include displaying live golf betting odds on the website or social media platform of a Covered Person.
- iii) No member or player shall have any financial interest, either direct or indirect, in the performance or winnings of any other player, whether through purse splitting, prizemoney "insurance", financial assistance, bets or otherwise.
- iv) No Covered Person shall directly or indirectly provide, offer, give, request or receive any money, benefit or consideration in circumstances that the Covered Person might reasonably have expected could bring him, the Sunshine Tour or the sport of golf into disrepute.
- v) A member or player shall not fail to give his best efforts, and a Covered Person shall not either directly or indirectly induce or encourage any other player to fail to give his best efforts, in any professional or elite amateur golf tournament (or any part thereof) anywhere in the world.
- vi) No Covered Person shall directly or indirectly use or provide to any other person any information relating to any aspect of any professional or elite amateur golf tournament (or any part thereof) anywhere in the world, which they have by virtue of their position within the game, and which is not publicly available, and which information could reasonably be anticipated to be used for, or in relation to betting.

- vii) No Covered Person shall directly or indirectly contrive or attempt to contrive any aspect of any professional or elite amateur golf tournament (or any part thereof) anywhere in the world.
- viii) Each member and player shall be responsible (to the extent that it is reasonably possible for him to be so) for any actions of his Related Personnel. Therefore any proven Breach of those Regulations by such "Related Personnel" shall be considered as a Breach of these Regulations by the member or player himself.
- ix) If a Covered Person knowingly assists or is party to 'covering up' conduct which is prohibited by these Regulations, that Covered Person will be treated as having engaged in such conduct personally.

b) Reporting Obligations

- i) Any Covered Person shall inform the Sunshine Tour Integrity Officer (STIO) immediately, on a confidential basis, of any incident or activity, including approaches from any person or third party, which he/ she believes may or will contravene, or may or will lead to, the contravention of the Integrity Policy.
- ii) In the event that any Covered Person is approached by any person who offers or provides any type of money, benefit or consideration to that Covered Person to (i) influence the outcome of any other aspect of any professional or elite amateur golf event (or any part thereof) anywhere in the world, or (ii) provide information as described in (vi) above, it shall be the Covered Person's obligation to report such incident to the STIO and/or the Sunshine Tour as soon as possible.
- iii) Any attempt by a Covered Person, or any agreement by a Covered Person with any other person, to engage in conduct that would culminate in the Breach of any of the Regulations shall be treated as if a Breach of the Regulations has been committed, whether or not such attempts or agreement in fact resulted in such Breach of the Regulations. However there shall be no Breach of the Regulations under this Regulation, where the Covered Person renounces his attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.

- iv) Any Covered Person shall provide the STIO, the Sunshine Tour or the Investigation Unit with full access to and copies of any documents or information which the STIO, the Sunshine Tour or the Investigation Unit requests if a Breach of the Integrity Policy has been alleged to have occurred, and shall cooperate in full with any investigation and/or Disciplinary Procedure that is carried out in relation to an alleged Breach of these Regulations
- v) For a Breach of these Regulations to be committed, it is sufficient that an offer or enticement was made, regardless of whether any money, benefit or consideration was actually paid or received.

Any Breach of these Regulations shall initially be subject to the investigations procedure as set out in the full “Sunshine Tour Integrity Program” and may then be subject to the Disciplinary Procedures also set out in this Program. The full program will be made available under the Integrity section of the members website.

F- CODE OF BEHAVIOUR

The Code of Behaviour set out herein is designed to help the management of the Sunshine Tour and its members to identify the conduct and ethics that are expected from the Sunshine Tour's members and to set out the procedure to be followed where there may have been a Breach of the same.

31.1 General

On becoming a member of the Sunshine Tour each person voluntarily submits himself to the standards of behaviour and ethical conduct beyond those required of ordinary golfers and members of the public. The Sunshine Tour has been the hallmark of honesty, fair dealings, courtesy and sportsmanship and each member is bound to honour and uphold that tradition at all times, whether on or off the golf course.

It would be impossible to define exactly the standard of conduct expected from a member in all circumstances, or to list all acts which would amount to a Breach of the Code of Behaviour and lead to disciplinary sanctions. In most cases common sense should tell the member the standard of behaviour that is required. Any member who has any doubts as to the conduct which is expected of him, should contact the Sunshine Tour's offices or the Tournament Director for advice.

31.2 Guidelines

In most circumstances the following acts or omissions will be considered to be contrary to the Code of Behaviour and will lead to a penalty and/or fine and/or other sanction being imposed:

- a) **Misconduct**
Failure to comply with normally accepted standards of courtesy and golf misconduct;
- b) **Crime**
Conviction of a criminal offence by a Court of Law;
- c) **Misbehaviour**
Misbehaviour of a personal nature which is generally unacceptable by normal social standards;
- d) **Injurious Conduct**
Conduct likely to injure or discredit the reputation of the Sunshine Tour, any of its members, or fellow professional golfers, or conduct which is contrary to the Regulations and any further Regulations made pursuant thereto;
- e) **Failure to Report Breach of Code of Behaviour**
Failure to report and/or co-operate in any inquiry of a Breach of Code of Behaviour by another member of the Sunshine Tour or fellow competitor when the Breach is either known to the member, or there is reasonable evidence to believe a Breach may have occurred;
- f) **Rules of Golf**
 - (i) Members must comply with the Rules of Golf as amended by local rules enforced at any tournament and further comply with conditions of competition, rules or other Regulations, by-laws, directions or instructions as specified by the Sunshine Tour which shall be deemed to incorporate the relevant provisions of this Code of Behaviour;
 - (ii) Deliberate breaching of the Rules of Golf in order to gain advantage;
- g) **Goodwill**
Members must act at all times in the best interest of the Sunshine Tour and the game of golf and try to enhance the goodwill which attaches to the same;
- h) **Worthless Cheques**
A member issuing a worthless cheque in payment of entry fees or any other payments made to the Sunshine Tour;

- i) Small field non-sanctioned pro-am's
A member will be held in Breach of the Code of Behaviour if he participates in a pro-am or any other organised professional golf tournament, within the territory, which has not been sanctioned by the Sunshine Tour and more than five professional golfers play without the prior written permission of the COO.
- j) Alcohol Consumption
The consumption of alcohol on the course during any round of a Sunshine Tour sanctioned tournament is an offence. The consumption of alcohol during a suspension of play if a player's round is not yet completed is similarly an offence.
- k) Breach of Regulations
Breach of the Regulations as herein published (other than the Sunshine Tour Anti Doping Policy, a Breach of which shall be resolved in accordance with its terms).

G- DISCIPLINARY PROCEDURES

For purposes of applying penalty strokes for breaches of the Code of Behaviour during the play of a tournament, an official of the Sunshine Tour or the Tournament Director or the Tournament Committee, may issue such penalties immediately. The penalties in such case that will apply include:

- First breach of the code - warning
- Second breach - one stroke penalty
- Third breach - general penalty
- Fourth breach or any serious misconduct - disqualification

Where it appears that a member of the Tour may have committed a Breach of the code and that such Breach may warrant the imposition of another sanction on the member, then the Commissioner of the Sunshine Tour shall cause a preliminary investigation to be carried out.

Following the preliminary investigation and evidence gathering, the Tournament Director, COO or such other person nominated by the Commissioner shall determine whether the alleged Breach of the Code shall be deemed a Minor Breach or a Serious Breach.

The following is a non-exhaustive, illustrative list of what might be considered to be a Minor Breach or Serious Breach (as applicable) of the Code:

(i) Minor Breach

Best efforts:

failure to compete professionally (with no evidence of ulterior motive) in a manner that either creates negative exposure for the Sunshine Tour or upsets fellow competitors

Misconduct:

non-raking of bunker, dropping litter on the course, lack of verbal warning if hitting a ball close to spectators.

Misbehaviour:

club abuse, use of audible obscenities, minor incidents resulting from drunken or otherwise provoked socially unacceptable behaviour by a member or his caddie.

Injurious conduct:

actions or comments that may harm or discredit, officials, fellow members, sponsors, promoters, volunteers, third party contractors or the Sunshine Tour but which does not and is deemed unlikely to create significant negative media or long term damage to any of the aforementioned persons.

Failure to report a Breach of the Code:

a failure to report a Breach of the Code by a fellow member or to properly assist in an enquiry regarding such a Breach.

Rules of Golf:

an accidental Breach of the Rules of Golf which is deemed to be a significantly careless infringement of the Rules of Golf and where it is considered that disqualification from the tournament at which such Breach has taken place is not a sufficient sanction on the member.

(ii) Serious Breach

Best efforts:

failure to give best efforts in an attempt to contrive a result for personal or associates financial or other gain.

Misconduct:

Dangerous play leading to, or which could have led to, serious third party injury.

Crime:
any conviction of a criminal offence

Injurious conduct:
actions or comments that may harm or discredit officials, fellow members, sponsors, promoters, volunteers, third party contractors or the Sunshine Tour and that does cause or is deemed likely to cause significant negative media or long term damage to any of the aforementioned persons.

Rules of Golf:
a Breach of the Rules of Golf which is deemed to be more than a significantly careless infringement of the Rules of Golf.

The above list is for guidance and illustrative purposes only and shall not prejudice the Sunshine Tour's discretion to determine the seriousness of a Breach, on a case by case basis, in accordance with the relevant facts and evidence obtained. In addition, where the same Minor Breach or a similar Minor Breach is repeated by a member, or where the Sunshine Tour deems that a member is persistently committing Minor Breaches, the Sunshine Tour may determine that a Breach, which might otherwise be considered a Minor Breach, shall be considered a Serious Breach by the relevant member and in such circumstances the member shall be subject to the provisions of this Disciplinary Procedure relating to a Serious Breach of the Code.

In the event that any evidence (such as video footage or testimony from officials, Players or spectators at the relevant Tournament) is discovered by, or brought to the attention of, the Sunshine Tour subsequent to the initial investigation and/or the decision as to whether an alleged Breach is to be considered as a Minor Breach or a Serious Breach for the purposes of this Disciplinary Procedure, then the Sunshine Tour shall be entitled to re-categorise the Breach as it considers appropriate taking into account such evidence and, if appropriate, the Minor Breach procedure or Serious Breach procedure (as is then applicable) shall be applied.

Note: *No report of a Breach of Regulations will be considered by the Sunshine Tour for purposes of determining other sanctions, unless it is submitted, in writing, by the complainant. Complaints should be submitted to the Tour as soon as reasonably possible.*

32. MINOR BREACH

- a) If in the course of a preliminary investigation it is evident that a player has committed a Minor Breach of the Code of Behaviour, the Tournament Director, Commissioner, COO or anyone else designated by the COO may impose a fine on a player of not less than R500 and not greater than R3 000. On receiving written notification of such a fine, the player is responsible for advising the Sunshine Tour's membership department of how he wishes to pay the amount. If the player has not appealed against the imposition of, or the amount of, the fine and no payment has been received within fourteen (14) days of the date on the fine letter then the fine will be automatically deducted from the player's nominated credit card. Should the Sunshine Tour not have the player's credit card details on record, his fine will be doubled, and he shall not be eligible to participate in any Sunshine Tour tournaments until such a time as his fine has been paid in full.

Note: *If such a Minor Breach occurs at an event which is co-sanctioned or tri-sanctioned by another International Tour/s, the player will be fined by the International Tour through which he finally gained exemption into that event and in line with that International Tour's applicable policies/Regulations (a dual member entered through Sponsor Invitation will be fined by the International Tour regarded as his home Tour based primarily on his nationality).*

b) Right of Appeal in Case of a Minor Breach

If a member is dissatisfied with the imposition of any penalty stroke(s) for breaches of the code, he must appeal to the Tournament Director immediately after play, before he signs and returns his score card. The decision of the Tournament Director shall be final and binding. No appeal against penalty strokes will be considered once the final result of the tournament has been declared and posted on the notice board.

If a member is dissatisfied with the decision of, or the fine imposed by the Tournament Director, Commissioner, COO or anyone else designated by the COO, the member may within 7 (seven) days of receipt of the notice, give written notification to the Appeals Committee, comprising of the COO (Chairman), Operations Manager and Membership Manager in consultation with the Tournament Director or any other

such member as the committee deems appropriate (hereinafter referred to as the "Appeals Committee"), to appeal against such decision. In the event of the COO being unavailable, he can delegate authority to any such person whom he deems appropriate. The written request shall state any one or more of the following grounds on which the member can base his appeal and further give detailed particulars as to any such ground/s:

- (i) on a matter of fact; and/or
- (ii) on a question of the application or interpretation of the Sunshine Tour's Memorandum of Incorporation including the Code of Behaviour as applicable to the offence, sanction or proceedings; and/or
- (iii) against the severity of the punishment requesting a reduction in the fine.

The Appeals Committee shall consider the reasons given for imposing the fine as well as the written request for permission to appeal against the decision and shall thereafter, in its sole discretion, either:

- take action as it sees fit with respect to the appeal;
- grant the member the right to appeal. Any such appeal will be heard before the Players Committee. In the event of a right of appeal being granted, the enforcement of the fine imposed by the Tournament Director, Commissioner, COO or anyone else designated by the COO shall be stayed until the appeal has been heard; or
- not grant the member the right to appeal in which instance the decision of the Tournament Director, Commissioner, COO or anyone else designated by the COO will be final and binding on the member. Should the Appeals Committee not grant the member the right to appeal it shall in writing give reasons to the member for such decision.

If it is common cause that a Minor Breach has occurred, then the Appeals Committee shall only grant the member a right of appeal where, in its sole discretion, exceptional circumstances exist.

Repeated Minor Breaches by the member of the Code of Behaviour will result in the offence becoming a Serious Breach.

Note: *A member shall be entitled to appeal only once per allegation, against a fine or other sanction imposed upon him.*

- c) Procedure at Appeal hearing before the Players Committee**
An appeal hearing before the Players Committee is an informal internal enquiry and there shall be no fixed rules of procedure. Neither the Tour nor the member shall be entitled to legal representation. The purpose of the hearing shall be to dispose of the matter as speedily and as informally as possible consistent with a fair hearing and the rules of natural justice. The decision of the Players Committee shall be final and binding on the member.

The member shall have the right to appear in person and put forward his own explanation of the events surrounding the alleged Breach. The member will be entitled to present his own case in an appropriate manner. The members of the Players Committee may question the member as to his explanation of the events surrounding the alleged Breach of the Code. Witnesses will not normally be called, but if the member feels that he cannot do justice to his case unless a particular witness or witnesses are present he shall give written notice to the Sunshine Tour to that effect not later than seven (7) days prior to the date of the hearing. If the Sunshine Tour agrees to such request the member shall be responsible for procuring the attendance of such witness or witnesses to give evidence before the Players Committee in the presence of the member at the hearing. At the hearing the member will be given the opportunity to question any of the witnesses present. The witnesses shall also be subject to questioning by the members of the Players Committee. If the member is not present, the Players Committee may continue with the hearing in the member's absence and any decision that is taken in his absence will be final and binding.

The Players Committee must elect a chairman prior to the Appeal Hearing commencing. The Players Committee may adjourn the hearing to another date to bring witnesses before the hearing;

The Players Committee may give its decision at the conclusion of the hearing or subsequently as it may think fit. In either case the decision will be confirmed in writing as soon as reasonably practicable.

Should the COO (or such other person as may be nominated by the Commissioner) be present at the hearing, his role shall be an administrative role, advising the Players Committee on procedure and other matters, but he shall not take part in the decision making of the Players Committee. The Players Committee shall at any time be entitled to request that the Disciplinary Committee (as constituted in accordance with paragraph 33a below) consider the appeal if the Players Committee decides that the case is too serious or otherwise should not fall within its jurisdiction.

Subject to the provisions of paragraph 33f below, any costs incurred by the member in relation to preparing for and attending an Appeal Hearing, as well as any costs arising in the attendance of any witnesses requested by the member at such a hearing, shall be borne by the member unless otherwise agreed in writing in advance by the Sunshine Tour.

33. SERIOUS BREACH

If at the conclusion of an investigation into an alleged Breach of the Code by a member it is evident that a Serious Breach of the Code may have occurred then a disciplinary hearing shall take place before the Disciplinary Committee.

a) Composition of the Disciplinary Committee

The Disciplinary Committee (hereafter referred to as the DC) shall comprise at least one but no more than two members of the Players Committee and at least 1 but not more than 2 Sunshine Tour employees. The DC must elect a chairman prior to the hearing commencing. No person who was involved in the events relating to, or the investigation of, the alleged Breach or who has a clear vested interest in the outcome of the disciplinary hearing, or who has made strong statements either way on a directly relevant matter, should sit on the Disciplinary Committee.

b) Procedure at Hearing Before a Disciplinary Committee

If it is evident that a Serious Breach of the Code of Behaviour may have occurred, then the COO (or such other person as may be nominated by the Commissioner) shall prepare a report relating to the case and shall send the following to the member and the Disciplinary Committee no later than 21 days prior to the Disciplinary Hearing:

- (i) notification of the date, time and location of the disciplinary hearing,

- (ii) details of the nature of the alleged Breach of the Code; and;
- (iii) copies of the report and any accompanying evidence (including but not limited to written statements and relevant video footage.)

Neither the Tour nor the member will be entitled to legal representation. The Tour may put forward the allegations against the member, call witnesses and/or present such evidence as may be required. The member shall have the right to appear in person and put forward his own explanation of the alleged Breach. If the member is not present, the DC may continue with the hearing in his absence and any decision that is taken in his absence will be final and binding.

The member shall then present the evidence which supports his version of events and any mitigating circumstances which he would like the DC to take into consideration. All relevant evidence (including, without limitation, audio-visual footage) shall be admissible. The member shall be entitled to request in writing that a reasonable number of witnesses attend the hearing provided he serves notice to the DC to that effect not later than fourteen (14) days prior to the date of the disciplinary hearing. The member shall be responsible for procuring the attendance of such witnesses to give evidence before the DC, in the presence of the member, at the disciplinary hearing.

At the disciplinary hearing the member will be given the opportunity to question any of the witnesses. The witnesses shall also be subject to questioning by the DC. The DC may after hearing all the evidence either give its decision at the conclusion of the hearing or at such time following the hearing as it considers appropriate.

In either case its decision shall be conveyed to the member in writing as soon as reasonably practicable. The DC shall decide the outcome of the case by majority decision

Note: *A member shall be entitled to appeal only once per allegation, against a fine or sanction imposed upon him.*

d) Right of Appeal in a Case of a Serious Breach

In the case of a Serious Breach only, the member may appeal against any decision given by the DC by giving notice of his intention to do so within 14 (fourteen) days of the notice of the DC's decision having been communicated to the member in writing. In the event of any such appeal, implementation of the decision of the DC and enforcement of any sanction imposed shall be stayed until the appeal has been heard. In a case of a Serious Breach, the Commissioner, or a person so designated by the Commissioner, shall appoint a chairperson to hear the appeal and make a finding thereon. The Appeals Chairperson may be a Director or member of the Players Committee not involved in the hearing a quo, or an attorney or advocate appointed for that purpose.

The notice of appeal submitted by the member must state any one or more of the following grounds of appeal which shall be based on one of the following: :

- (i) on a matter of fact;
- (ii) on a question of the application or interpretation of the Sunshine Tour's Memorandum of Incorporation and/or these, including the Code of Behaviour as applicable to the offence, sanction or proceedings;
- (iii) against the severity of the punishment requesting a reduction in the fine or other sanction imposed or any combination of the above grounds.

In the event of any such notice of appeal being lodged by the member, implementation of the decision of the DC and enforcement of any sanction imposed shall be stayed until the appeal has been heard.

The Appellant may be represented and/or assisted on the hearing of the appeal by another member of the Tour. Neither he nor his representative may approach directly or indirectly any of the persons who have already made statements or given evidence at the hearing before the DC (other than those witnesses put forward by the Appellant himself). The Appellant may request (upon written notice to the Sunshine Tour no later than seven (7) days prior to the appeal hearing)

that the Appeals Chairperson shall use its reasonable endeavours to secure such witnesses' presence at the appeal hearing. If the Appeals Chairperson is able to procure the attendance of such persons at the appeal hearing, the member (or his representative if applicable) will be given the opportunity to question such persons at the appeal hearing. The Appeals Chairperson may in its absolute discretion adjourn the hearing of the appeal to enable the appearance of any such persons before it.

e) Decision of the Appeals Chairperson

The Appeals Chairperson may after hearing all the evidence either give its decision at the conclusion of the hearing or subsequently as it shall deem fit. In either case its decision shall be conveyed to the Appellant in writing. In arriving at its decision the Appeals Chairperson may either uphold any decision of the DC and disallow the appeal or it may allow the appeal in whole or in part. The Appeals Chairperson in its absolute discretion may remit, reduce, increase or otherwise vary any fine or sanction imposed by the DC. A decision of the Appeals Chairperson shall be final and binding on the member.

Subject to the provisions of paragraph 33f below, any costs incurred by the member in relation to preparing for and attending an appeal hearing before the Appeals Chairperson, as well as any costs arising in the attendance of any witnesses requested by the member at such an appeal hearing, shall be borne by the member unless otherwise agreed in writing in advance by the Sunshine Tour.

f) Costs

The DC and/or the Appeals Chairperson in its absolute discretion may either award costs to a successful Appellant out of Sunshine Tour funds or impose costs on an unsuccessful Appellant of such amount and on such terms as to payment as it shall deem fit.

34 ENFORCEMENT OF PAYMENT

Any fines and or costs imposed by the Players Committee, the DC or the Appeals Chairperson shall be payable within the time stipulated (except that in the case of an appeal against a

decision of the DC, the payment of any such fines and/or costs shall be suspended pending the hearing of that appeal) and in default of such payment on its due date the member shall not be eligible to participate in any future tournaments sanctioned by the Sunshine Tour until such a time as the fine is settled in full.

All fines received shall be donated annually to selected charities.

35. VARIATION

The Sunshine Tour may amend the Disciplinary Procedure from time to time in its absolute discretion and any such amendments shall come into force on the date determined by the Sunshine Tour and notified to the members in writing.

36. WAIVER OF MINOR PROCEDURAL IRREGULARITIES

In the event that there is a Breach of procedure by the Sunshine Tour, the Commissioner, the Tournament Director, the COO, the Players Committee, the Disciplinary Committee or the Appeals Chairperson during the course of any disciplinary proceedings carried out pursuant to the Disciplinary Procedure, this shall not invalidate the proceedings (or any part of them) unless any such Breach is so serious that the member's position is unfairly prejudiced by such procedural Breach to the extent that it would not be possible for the member to be given a fair hearing.

H- ANNUAL AWARDS

37. BOBBY LOCKE TROPHY (Rookie of the Year)

- a) A Rookie is defined as a player who is in his first season as a member of the Sunshine Tour, either as a Regular or Affiliate Member. He remains a Rookie from the time he first qualifies as a Rookie until the end of his first season.
- b) Rookie of the Year is a member who is a Rookie and who has been allocated a position on the Final Sunshine Tour Order of Merit, on conclusion of the season, and is the highest ranked Rookie on that Order of Merit;
- c) Rookie of the Year on conclusion of the season will be awarded the floating trophy and a medal.

- Note 1:** *Any player having been granted Temporary Playing Category (TPC) Status in any past season is not regarded as a Rookie.*
- Note 2:** *Any member or past member of a Tour forming part of the International Federation of PGA Tours, other than those members in their rookie year on that respective Tour, is not regarded as Sunshine Tour Rookie.*
- Note 3:** *A player who takes up Affiliate Membership in terms of par 2.1.2g will only be regarded as a Rookie should he earn more money than the 100th placed player off the Final 2018/2019 Sunshine Tour Order of Merit.*

38. GARY PLAYER TROPHY (Leading stroke average)

Any member who has been allocated a position on the Final Sunshine Tour Order of Merit who has contested a minimum of 65% of the total number of Sunshine Tour Order of Merit tournaments is eligible to receive this award. The member who records the lowest average number of strokes per round, of those members eligible, will be awarded the floating trophy and a medal.

39. SYD BREWS TROPHY (Leading money winner)

Any member who has been allocated a position on the Final Sunshine Tour Order of Merit is eligible to receive this award. The member ranked highest on the Final Sunshine Tour Order of Merit will be awarded the floating trophy and a medal.

H- SUNSHINE TOUR DETAILS

National Headquarters: Sunshine Tour House
Golf Village
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Mall Triangle
Somerset West

Postal Address: Postnet Suite 185
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Website: <http://www.sunshinetour.com>

Telephone: 021 850 6500

Fax: 021 852 8271

e-mail: info@sunshinetour.com

Board of Directors:

Johann Rupert (Chairman)	Selwyn Nathan (Commissioner)
Gareth Tindall	Patrick Quarmby
Jake Roos (Chairman PC)	Hendrik Buhmann (Member PC)
Jeremy Ord	Madalitso Muthiya
Paul Harris	Zuko Kubukeli
Jason Goodall	Rurik Gobel
Jabu Mabuza	Sam Hackner
Moss Ngoasheng	Richard Wainwright

Players Committee is comprised of:

Jake Roos (Chairman) Course setup, Pace of Play, Regulations

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Vaughn Groenewald Caddies

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Madalitso Muthiya Foreign Affairs, Visa's etc

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Hendrik Buhrmann Staff
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Rourke van der Spuy Fines
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Sunshine Tour employees are:

Commissioner Selwyn Nathan
Deputy Commissioner Thomas Abt

Sunshine Tour Head Office

Chief Operating Officer Grant Wilson
PA to Chief Operating Officer Candice Liebenberg

Finance and Administration

Chief Financial Officer Lindé Jooste
Bookkeeper Denise Labuschagne
Assistant Accountant & HR Officer Ute Dreyer
Receptionist Clarina Davids
Tea Lady / Cleaner Gladys Xhopa
IT Manager Willie Scheepers
IT Assistant Matthew Swart
Live Scoring Administrator Carlo Williams

Marketing and Media

Communications Manager Michael Green
Press Officer Mbongiseni Maseko
Press Officer Matthews Mfubu
Marketing & Communications
Designer Kim Vermaak
Junior Marketing Assistant Mawethu Mbanga
Television Manager Anne-Marie Stroebel

Membership

Membership Manager Joanne Newell
Membership Assistant Sonia Schoeman

Tournament Operations

Tournament Operations Director Gary Todd
Operations Manager Dirk Cloete
Rules Director Theo Manyama
Tournament Director Big Easy Tour Ludwick Manyama

Tournament Director-Qualifying
School

Tournament Director

-Sunshine Ladies Tour

Tournament Administrator

Tournament Secretary

Warehouse Manager

Team Leaders

Staging Assistants

Reinard Kilian

Pauli van Meersbergen

Dornay Lombard

Anna Eva

Victor Ndlovu

Fana Nhlapo

Albert Ramashia

Lawrence Sibanda

Abe Goodman

J SUNSHINE TOUR PRIZE MONEY BREAKDOWN

Prize money up to R1,200,000

Cut - 40 professionals and ties

POS	R 650 000	R 700 000	R 750 000	R 800 000	R 1 000 000	R 1 200 000
1	103 025	110 950	118 875	126 800	158 500	190 200
2	74 750	80 500	86 250	92 000	115 000	138 000
3	52 000	56 000	60 000	64 000	80 000	96 000
4	40 950	44 100	47 250	50 400	63 000	75 600
5	30 550	32 900	35 250	37 600	47 000	56 400
6	24 700	26 600	28 500	30 400	38 000	45 600
7	20 475	22 050	23 625	25 200	31 500	37 800
8	17 875	19 250	20 625	22 000	27 500	33 000
9	15 925	17 150	18 375	19 600	24 500	29 400
10	14 625	15 750	16 875	18 000	22 500	27 000
11	13 650	14 700	15 750	16 800	21 000	25 200
12	13 000	14 000	15 000	16 000	20 000	24 000
13	12 350	13 300	14 250	15 200	19 000	22 800
14	11 700	12 600	13 500	14 400	18 000	21 600
15	11 050	11 900	12 750	13 600	17 000	20 400
16	10 465	11 270	12 075	12 880	16 100	19 320
17	9 945	10 710	11 475	12 240	15 300	18 360
18	9 555	10 290	11 025	11 760	14 700	17 640
19	9 230	9 940	10 650	11 360	14 200	17 040
20	8 905	9 590	10 275	10 960	13 700	16 440
21	8 580	9 240	9 900	10 560	13 200	15 840
22	8 255	8 890	9 525	10 160	12 700	15 240
23	7 930	8 540	9 150	9 760	12 200	14 640
24	7 605	8 190	8 775	9 360	11 700	14 040
25	7 280	7 840	8 400	8 960	11 200	13 440
26	6 955	7 490	8 025	8 560	10 700	12 840
27	6 760	7 280	7 800	8 320	10 400	12 480
28	6 565	7 070	7 575	8 080	10 100	12 120
29	6 370	6 860	7 350	7 840	9 800	11 760
30	6 175	6 650	7 125	7 600	9 500	11 400
31	5 980	6 440	6 900	7 360	9 200	11 040
32	5 785	6 230	6 675	7 120	8 900	10 680
33	5 590	6 020	6 450	6 880	8 600	10 320
34	5 395	5 810	6 225	6 640	8 300	9 960
35	5 200	5 600	6 000	6 400	8 000	9 600
36	5 070	5 460	5 850	6 240	7 800	9 360
37	4 940	5 320	5 700	6 080	7 600	9 120
38	4 810	5 180	5 550	5 920	7 400	8 880
39	4 680	5 040	5 400	5 760	7 200	8 640
40	4 550	4 900	5 250	5 600	7 000	8 400
41	4 420	4 760	5 100	5 440	6 800	8 160
42	4 290	4 620	4 950	5 280	6 600	7 920
43	4 160	4 480	4 800	5 120	6 400	7 680
44	4 030	4 340	4 650	4 960	6 200	7 440
45	3 900	4 200	4 500	4 800	6 000	7 200

3 510

3 780

4 050

4 320

5 400

6 480

Note: the prize money listed in *italics* below each breakdown indicates what the player, finishing in a position worse than the last listed in the applicable column, in the table above, will receive. Any subsequent position will receive amounts decreasing by R50.

The **dark line** indicates where the cut will be for each breakdown.

J SUNSHINE TOUR PRIZE MONEY BREAKDOWN

Prize money R1,200,001 - R1,999,999

Cut - 50 professionals and ties

POS	R 1 300 000	R 1 400 000	R 1 500 000	R 1 700 000	R 1 800 000	R 1 999 999
1	206 050	221 900	237 750	269 450	285 300	317 000
2	143 000	154 000	165 000	187 000	198 000	220 000
3	96 070	103 460	110 850	125 630	133 020	147 800
4	68 900	74 200	79 500	90 100	95 400	106 000
5	55 120	59 360	63 600	72 080	76 320	84 800
6	47 190	50 820	54 450	61 710	65 340	72 600
7	39 260	42 280	45 300	51 340	54 360	60 400
8	32 630	35 140	37 650	42 670	45 180	50 200
9	28 600	30 800	33 000	37 400	39 600	44 000
10	25 870	27 860	29 850	33 830	35 820	39 800
11	24 180	26 040	27 900	31 620	33 480	37 200
12	22 490	24 220	25 950	29 410	31 140	34 600
13	21 190	22 820	24 450	27 710	29 340	32 600
14	19 890	21 420	22 950	26 010	27 540	30 600
15	19 240	20 720	22 200	25 160	26 640	29 600
16	18 590	20 020	21 450	24 310	25 740	28 600
17	17 940	19 320	20 700	23 460	24 840	27 600
18	17 290	18 620	19 950	22 610	23 940	26 600
19	16 770	18 060	19 350	21 930	23 220	25 800
20	16 250	17 500	18 750	21 250	22 500	25 000
21	15 730	16 940	18 150	20 570	21 780	24 200
22	15 340	16 520	17 700	20 060	21 240	23 600
23	14 950	16 100	17 250	19 550	20 700	23 000
24	14 560	15 680	16 800	19 040	20 160	22 400
25	14 170	15 260	16 350	18 530	19 620	21 800
26	13 780	14 840	15 900	18 020	19 080	21 200
27	13 390	14 420	15 450	17 510	18 540	20 600
28	13 000	14 000	15 000	17 000	18 000	20 000
29	12 610	13 580	14 550	16 490	17 460	19 400
30	12 220	13 160	14 100	15 980	16 920	18 800
31	11 960	12 880	13 800	15 640	16 560	18 400
32	11 700	12 600	13 500	15 300	16 200	18 000
33	11 440	12 320	13 200	14 960	15 840	17 600
34	11 180	12 040	12 900	14 620	15 480	17 200
35	10 920	11 760	12 600	14 280	15 120	16 800
36	10 660	11 480	12 300	13 940	14 760	16 400
37	10 400	11 200	12 000	13 600	14 400	16 000
38	10 140	10 920	11 700	13 260	14 040	15 600
39	9 880	10 640	11 400	12 920	13 680	15 200
40	9 620	10 360	11 100	12 580	13 320	14 800
41	9 360	10 080	10 800	12 240	12 960	14 400
42	9 100	9 800	10 500	11 900	12 600	14 000
43	8 840	9 520	10 200	11 560	12 240	13 600
44	8 580	9 240	9 900	11 220	11 880	13 200
45	8 320	8 960	9 600	10 880	11 520	12 800
46	8 060	8 680	9 300	10 540	11 160	12 400
47	7 800	8 400	9 000	10 200	10 800	12 000
48	7 540	8 120	8 700	9 860	10 440	11 600
49	7 280	7 840	8 400	9 520	10 080	11 200
50	7 150	7 700	8 250	9 350	9 900	11 000
51	7 020	7 560	8 100	9 180	9 720	10 800
52	6 890	7 420	7 950	9 010	9 540	10 600
53	6 760	7 280	7 800	8 840	9 360	10 400
54	6 630	7 140	7 650	8 670	9 180	10 200
55	6 500	7 000	7 500	8 500	9 000	10 000

5 200

5 600

6 000

6 800

7 200

8 000

Note: The prize money listed in italics below each breakdown indicates what the player, finishing in a position worse than the last listed in the applicable column, in the table above, will receive. Any subsequent position will receive amounts decreasing by R50.

The **dark line** indicates where the cut will be for each breakdown.

J SUNSHINE TOUR PRIZE MONEY BREAKDOWN

Prize money R2,000,000 and more

Excluding co-sanctioned events

Cut - 60 professionals and ties

POS	R 2 000 000	R 3 000 000	R 4 000 000	R 4 750 000	R 5 000 000
1	317 000	475 500	634 000	752 875	792 500
2	221 000	331 500	442 000	524 875	552 500
3	139 800	209 700	279 600	332 025	349 500
4	84 000	126 000	168 000	199 500	210 000
5	60 000	90 000	120 000	142 500	150 000
6	55 000	82 500	110 000	130 625	137 500
7	50 000	75 000	100 000	118 750	125 000
8	45 000	67 500	90 000	106 875	112 500
9	40 000	60 000	80 000	95 000	100 000
10	35 000	52 500	70 000	83 125	87 500
11	30 200	45 300	60 400	71 725	75 500
12	29 600	44 400	59 200	70 300	74 000
13	29 000	43 500	58 000	68 875	72 500
14	28 400	42 600	56 800	67 450	71 000
15	27 800	41 700	55 600	66 025	69 500
16	27 200	40 800	54 400	64 600	68 000
17	26 600	39 900	53 200	63 175	66 500
18	26 000	39 000	52 000	61 750	65 000
19	25 400	38 100	50 800	60 325	63 500
20	24 800	37 200	49 600	58 900	62 000
21	24 200	36 300	48 400	57 475	60 500
22	23 600	35 400	47 200	56 050	59 000
23	23 000	34 500	46 000	54 625	57 500
24	22 400	33 600	44 800	53 200	56 000
25	22 000	33 000	44 000	52 250	55 000
26	21 600	32 400	43 200	51 300	54 000
27	21 200	31 800	42 400	50 350	53 000
28	20 800	31 200	41 600	49 400	52 000
29	20 400	30 600	40 800	48 450	51 000
30	20 000	30 000	40 000	47 500	50 000
31	19 600	29 400	39 200	46 550	49 000
32	19 200	28 800	38 400	45 600	48 000
33	18 800	28 200	37 600	44 650	47 000
34	18 400	27 600	36 800	43 700	46 000
35	18 000	27 000	36 000	42 750	45 000
36	17 600	26 400	35 200	41 800	44 000
37	17 200	25 800	34 400	40 850	43 000
38	16 800	25 200	33 600	39 900	42 000
39	16 400	24 600	32 800	38 950	41 000
40	16 000	24 000	32 000	38 000	40 000
41	15 600	23 400	31 200	37 050	39 000
42	15 200	22 800	30 400	36 100	38 000
43	14 800	22 200	29 600	35 150	37 000
44	14 400	21 600	28 800	34 200	36 000
45	14 000	21 000	28 000	33 250	35 000
46	13 600	20 400	27 200	32 300	34 000
47	13 200	19 800	26 400	31 350	33 000
48	12 800	19 200	25 600	30 400	32 000
49	12 400	18 600	24 800	29 450	31 000
50	12 000	18 000	24 000	28 500	30 000
51	11 600	17 400	23 200	27 550	29 000
52	11 200	16 800	22 400	26 600	28 000
53	10 800	16 200	21 600	25 650	27 000
54	10 400	15 600	20 800	24 700	26 000
55	10 000	15 000	20 000	23 750	25 000
56	9 800	14 700	19 600	23 275	24 500
57	9 600	14 400	19 200	22 800	24 000
58	9 400	14 100	18 800	22 325	23 500
59	9 200	13 800	18 400	21 850	23 000
60	9 000	13 500	18 000	21 375	22 500
61	8 800	13 200	17 600	20 900	22 000
62	8 600	12 900	17 200	20 425	21 500
63	8 400	12 600	16 800	19 950	21 000
64	8 200	12 300	16 400	19 475	20 500
65	8 000	12 000	16 000	19 000	20 000
	<i>7 400</i>	<i>11 100</i>	<i>14 800</i>	<i>17 575</i>	<i>18 500</i>

Note: The prize money listed in *italics* below each breakdown indicates what the player, finishing in a position worse than the last listed in the applicable column, in the table above, will receive. Any subsequent position will receive amounts decreasing by R50.

The **dark line** indicates where the cut will be for each breakdown.

J SUNSHINE TOUR PRIZE MONEY BREAKDOWN

Co-sanctioned events Cut - 65 professionals and ties

POS	R 10 000 000	R 12 000 000	R 14 000 000	R 15 000 000	R 16 500 000	R 18 500 000
1	1 585 000	1 902 000	2 219 000	2 377 500	2 615 250	2 932 250
2	1 100 000	1 320 000	1 540 000	1 650 000	1 815 000	2 035 000
3	742 000	890 400	1 038 800	1 113 000	1 224 300	1 372 700
4	491 000	589 200	687 400	736 500	810 150	908 350
5	413 000	495 600	578 200	619 500	681 450	764 050
6	354 000	424 800	495 600	531 000	584 100	654 900
7	295 000	354 000	413 000	442 500	486 750	545 750
8	246 000	295 200	344 400	369 000	405 900	455 100
9	216 000	259 200	302 400	324 000	356 400	399 600
10	196 000	235 200	274 400	294 000	323 400	362 600
11	177 000	212 400	247 800	265 500	292 050	327 450
12	167 000	200 400	233 800	250 500	275 550	308 950
13	157 000	188 400	219 800	235 500	259 050	290 450
14	147 000	176 400	205 800	220 500	242 550	271 950
15	142 000	170 400	198 800	213 000	234 300	262 700
16	137 000	164 400	191 800	205 500	226 050	253 450
17	132 000	158 400	184 800	198 000	217 800	244 200
18	127 000	152 400	177 800	190 500	209 550	234 950
19	122 000	146 400	170 800	183 000	201 300	225 700
20	118 000	141 600	165 200	177 000	194 700	218 300
21	114 000	136 800	159 600	171 000	188 100	210 900
22	111 000	133 200	155 400	166 500	183 150	205 350
23	108 000	129 600	151 200	162 000	178 200	199 800
24	105 000	126 000	147 000	157 500	173 250	194 250
25	102 000	122 400	142 800	153 000	168 300	188 700
26	99 000	118 800	138 600	148 500	163 350	183 150
27	96 000	115 200	134 400	144 000	158 400	177 600
28	93 000	111 600	130 200	139 500	153 450	172 050
29	90 000	108 000	126 000	135 000	148 500	166 500
30	87 000	104 400	121 800	130 500	143 550	160 950
31	85 000	102 000	119 000	127 500	140 250	157 250
32	83 000	99 600	116 200	124 500	136 950	153 550
33	81 000	97 200	113 400	121 500	133 650	149 850
34	79 000	94 800	110 600	118 500	130 350	146 150
35	77 000	92 400	107 800	115 500	127 050	142 450
36	75 000	90 000	105 000	112 500	123 750	138 750
37	73 000	87 600	102 200	109 500	120 450	135 050
38	71 000	85 200	99 400	106 500	117 150	131 350
39	69 000	82 800	96 600	103 500	113 850	127 650
40	67 000	80 400	93 800	100 500	110 550	123 950
41	65 000	78 000	91 000	97 500	107 250	120 250
42	63 000	75 600	88 200	94 500	103 950	116 550
43	61 000	73 200	85 400	91 500	100 650	112 850
44	59 000	70 800	82 600	88 500	97 350	109 150
45	57 000	68 400	79 800	85 500	94 050	105 450
46	55 000	66 000	77 000	82 500	90 750	101 750
47	53 000	63 600	74 200	79 500	87 450	98 050
48	51 000	61 200	71 400	76 500	84 150	94 350
49	49 000	58 800	68 600	73 500	80 850	90 650
50	47 000	56 400	65 800	70 500	77 550	86 950
51	45 000	54 000	63 000	67 500	74 250	83 250
52	43 000	51 600	60 200	64 500	70 950	79 550
53	41 000	49 200	57 400	61 500	67 650	75 850
54	39 000	46 800	54 600	58 500	64 350	72 150
55	37 000	44 400	51 800	55 500	61 050	68 450
56	35 000	42 000	49 000	52 500	57 750	64 750
57	33 000	39 600	46 200	49 500	54 450	61 050
58	32 000	38 400	44 800	48 000	52 800	59 200
59	31 000	37 200	43 400	46 500	51 150	57 350
60	30 000	36 000	42 000	45 000	49 500	55 500
61	29 000	34 800	40 600	43 500	47 850	53 650
62	28 000	33 600	39 200	42 000	46 200	51 800
63	27 000	32 400	37 800	40 500	44 550	49 950
64	26 000	31 200	36 400	39 000	42 900	48 100
65	25 000	30 000	35 000	37 500	41 250	46 250
66	24 000	28 800	33 600	36 000	39 600	44 400
67	23 000	27 600	32 200	34 500	37 950	42 550
68	22 000	26 400	30 800	33 000	36 300	40 700
69	21 000	25 200	29 400	31 500	34 650	38 850
70	20 000	24 000	28 000	30 000	33 000	37 000

16 000

19 200

22 400

24 000

26 400

29 600

Note: The prize money listed in *italics* below each breakdown indicates what the player, finishing in a position worse than the last listed in the applicable column, in the table above, will receive. Any subsequent position will receive amounts decreasing by R50.

The **dark line** indicates where the cut will be for each breakdown.

MEMORANDUM OF INCORPORATION
OF
SOUTHERN AFRICA PGA TOUR NPC

Registration number 1997/001761/08

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1 INTERPRETATION

- 1.1 In this MoI, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings-
- 1.1.1 **"the Act"** the Companies Act, No. 71 of 2008 (and includes all Schedules to such Act and the Act Regulations);
- 1.1.2 **"Act Regulations"** the regulations published in terms of the Act from time to time;
- 1.1.3 **"black persons"** is a generic term which means Africans, Coloureds and Indians (as defined);
- 1.1.4 **"board"** the board of directors of the Company;
- 1.1.5 **"Business Day"** has the meaning specified in the Act;
- 1.1.6 **"Chairman/Deputy Chairman"** the chairman or the deputy chairman of the board of directors;
- 1.1.7 **"the commissioner"** the commissioner (or Chief Executive) appointed in terms of clause 19 from time to time;
- 1.1.8 **"the Company"** Southern Africa PGA Tour NPC, registration number 1997/001761/08;
- 1.1.9 **"Company Records"** has the meaning specified in clause 28.1;
- 1.1.10 **"the company secretary"** the company secretary of the Company for the time being;
- 1.1.11 **"days"** calendar days;
- 1.1.12 **"the directors"** the directors for the time being of the Company;
- 1.1.13 **"electronic communication"** has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002;

- 1.1.14 **"law"** any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
- 1.1.15 **"member"** a member of the Company;
- 1.1.16 **"Mol"** this memorandum of incorporation of the Company, as amended from time to time;
- 1.1.17 **"the office"** the registered office of the Company;
- 1.1.18 **"person"** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 1.1.19 **"personal financial interest"** when used with respect to any person (a) means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed but (b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Scheme Act, 2002 (Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment;
- 1.1.20 **"the PGA"** the voluntary association known as the Professional Golfers Association of South Africa;
- 1.1.21 **"the Players Committee"** the Players Committee created in terms of the provisions of clause 24;
- 1.1.22 **"the register"** the register of members of the Company;

- 1.1.23 **"the regulations"** the regulations made by the directors as envisaged in clause 21;
- 1.1.24 **"sanctioned"** approved by the directors of the Company;
- 1.1.25 **"the Senior Tour"** a tournament or series of tournaments which may be sanctioned by the Company in the territory, in which professional golfers who are 50 (fifty) years of age or older will compete;
- 1.1.26 **"South Africa"** the Republic of South Africa;
- 1.1.27 **"the territory"** South Africa, the Kingdom of Swaziland, Zimbabwe, Botswana, Namibia, Zambia, Mauritius and any other country on the continent of Africa in which the Company from time to time sanctions any golf tournaments;
- 1.1.28 **"the Tour"** a golf tournament or a series of golf tournaments to be sanctioned by the Company in the territory, but excludes the Senior Tour;
- 1.1.29 **"writing"** legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and form permitted in terms of the Act and/or the Act Regulations.
- 1.2 In this MoI, unless the context clearly indicates otherwise-
- 1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them in the Act;
- 1.2.2 a reference to a **"section"** by number refers to the corresponding section of the Act notwithstanding the renumbering of such section after the date on which the Company is incorporated;
- 1.2.3 a reference to a **"clause"** refers to a clause of this MoI;
- 1.2.4 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses;

- 1.2.5 in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this Mol and-
- 1.2.5.1 an alterable or elective provision of the Act, the provision of this Mol shall prevail to the extent of the conflict; and
- 1.2.5.2 an unalterable or non-elective provision of the Act, the unalterable or non-elective provision of the Act shall prevail to the extent of the conflict unless the Mol imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this Mol shall prevail to the extent of the conflict;
- 1.2.6 clause headings are for convenience only and are not to be used in its interpretation;
- 1.2.7 an expression which denotes-
- 1.2.7.1 any gender includes the other genders;
- 1.2.7.2 a natural person includes a juristic person and vice versa; and
- 1.2.7.3 the singular includes the plural and vice versa;
- 1.2.8 if the due date for performance of any obligation in terms of this Mol is a day which is not a Business Day then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding Business Day;
- 1.2.9 any words or expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout the whole of this Mol;
- 1.2.10 any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Act Regulations.

1.3 The words "**include**" and "**including**" mean "include without

limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 1.4 Unless otherwise provided in this Mol or the Act, defined terms appearing herein shall be given their meaning as defined, and the other terms shall (except where defined in the Act) be interpreted in accordance with their plain English meaning.
- 1.5 A reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time.
- 1.6 Where a particular number of days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.
- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 Any reference herein to **"this Mol"** shall be construed as a reference to this Mol as amended from time to time.

2 BINDING NATURE OF MOI

- 2.1 This Mol, and any rules of the Company, are binding-
 - 2.1.1 between the Company and each member;
 - 2.1.2 between or among the members of the Company; and
 - 2.1.3 between the Company and-
 - 2.1.3.1 each director or prescribed officer of the Company; or
 - 2.1.3.2 any other person serving the Company as a member of a committee of the board,

in the exercise of their respective functions within the Company.

- 2.2 Every provision of the Act applies to the Company as a non-profit company, subject to the provisions, limitations, alterations or extensions set out in section 10, and in Schedule 1 to the Act.
- 2.3 Subject to section 6(15), any provision of this Mol is void to the extent that it contravenes, or is inconsistent with, the Act.

3 **JURISTIC PERSONALITY**

The Company is incorporated as a pre-existing non-profit company with members, and has juristic personality from the date and time that the incorporation of the Company is registered, as stated in its registration certificate and as contemplated in section 19(1).

4 **OBJECTS**

The objects of the Company are to promote golf in South Africa, to stage and/or sanction professional golf tournaments in South Africa and in any other country on the continent of Africa (including Mauritius), and generally to serve the interests of its members.

5 **POWERS**

The Company has all of the legal powers and capacity of an individual, except to the extent that a juristic person is incapable of exercising any such power, or having any such capacity, or this Mol provides otherwise.

6 **MEMBERS**

6.1 The Company shall have one class of members, being voting members, and this class shall be divided into the following 5 (five) sub-classes of members-

- 6.1.1 regular members;
- 6.1.2 affiliated members;
- 6.1.3 temporary members;
- 6.1.4 senior members; and
- 6.1.5 honorary members.

- 6.2 Any natural male person shall on application to the Company be entitled to be admitted-
- 6.2.1 as a regular member, an affiliated member or a temporary member, if in the opinion of the directors he is a sufficiently competent golfer to warrant his participation in the Tour or in any particular event contained in the Tour;
- 6.2.2 as a senior member, if he is 50 (fifty) years of age or older and is, in the opinion of the directors, a sufficiently competent golfer to warrant his participation in the Senior Tour.
- 6.3 All applications for membership shall be made to the membership manager of the Company on behalf of the person concerned, in such form as the Company may from time to time prescribe.
- 6.4 The directors may from time to time prescribe an annual subscription, payable by members, and may impose different fees for regular members, affiliated members, senior members and temporary members. No subscription shall be payable by honorary members. All such fees shall be paid by each member in accordance with the regulations.
- 6.5 In regard to the admission of regular members, affiliated members and temporary members-
- 6.5.1 the directors shall in their discretion be entitled to determine whether to admit any particular applicant as a regular member or as an affiliated member or as a temporary member;
- 6.5.2 the directors shall be obliged to create regulations governing admission to these three sub-classes of members and shall, in respect of any particular application, admit the applicant to regular membership or to affiliated membership or to temporary membership in accordance with those regulations.
- 6.6 Notwithstanding anything to the contrary contained herein, a person may, at any one time, hold membership of the Company both as a regular member and as a senior member or both as an affiliated member and a senior member.

6.7 The directors shall be entitled to admit any person, on application, as an honorary member if, in the opinion of the directors, that person has made an enduring and significant contribution to the game of golf.

6.8 The directors shall be entitled to grant any person, on application, playing privileges in sanctioned tournaments provided that the directors shall be obliged to create regulations governing the granting of playing privileges.

7 **RIGHTS AND OBLIGATIONS OF MEMBERSHIP**

7.1 Subject to the provisions of clause 7.2-

7.1.1 a regular member, an affiliated member and a temporary member shall be entitled to participate in any tournaments which form part of the Tour;

7.1.2 a senior member shall be entitled to participate in any golf tournaments which form part of the Senior Tour.

7.2 The directors shall be entitled to limit the entry into any particular tournament. The directors shall accordingly be entitled, in their discretion, to determine the criteria applicable to the participation of golfers in any particular event contained in the Tour or in the Seniors Tour. Accordingly-

7.2.1 the directors shall be entitled to refuse to allow any particular member to participate in any particular tournament in which he would otherwise, by virtue of his membership, be entitled to participate;

7.2.2 the directors shall be entitled, in respect of any particular tournament, to require any particular members to participate in a qualifying tournament;

7.2.3 the directors shall be entitled, in their sole and absolute discretion, to invite persons who are not members of the Company to participate in any particular tournament.

- 7.3 Subject to clause 7.4, each member undertakes that he shall not, in the territory, participate in any golf tournament of any nature whatsoever except if-
- 7.3.1 that tournament is sanctioned by the Company; or
- 7.3.2 the directors have approved his participation in the tournament, and the directors may refuse to approve any proposed participation without giving reasons for that refusal.
- 7.4 Notwithstanding the provisions of clause 7.3, a member who is a national of any particular country on the continent of Africa, including Mauritius but excluding South Africa, shall be entitled to play in any tournament staged by any person in the country of his nationality, even if the Company has not sanctioned that tournament, without having to obtain the approval of the directors.
- 7.5 Notwithstanding anything to the contrary contained herein any person who is a founder member of the PGA (in the sense in which that form of membership is described in the constitution of the PGA) and who is in good standing with the PGA, shall be eligible and may be considered by the directors to become a regular member of the Company and to participate in any tournament sanctioned by the Company.

8 TERMINATION OF MEMBERSHIP

- 8.1 The membership of any member shall cease if-
- 8.1.1 the board of directors in their sole and absolute discretion determine that he is no longer sufficiently competent to participate in the golf tournaments in respect of which he, as a member, is entitled to participate;
- 8.1.2 he fails to pay his annual subscription and remains in default for more than 30 (thirty) days after receipt of a written demand from the membership manager (provided that such member's membership shall cease on the day preceding any general meeting of the Company if such meeting falls within the aforementioned 30 (thirty) day period after receipt of a written demand);

- 8.1.3 his membership is terminated in terms of the regulations;
- 8.1.4 if he becomes of unsound mind; or
- 8.1.5 upon his death.

9 **REGISTER OF MEMBERS**

The Company shall keep a register of members at the place(s) and in the manner specified in the Act.

10 **MEMBERS MEETINGS**

10.1 The directors-

10.1.1 may, whenever they deem fit, convene a general meeting of the Company;

10.1.2 shall convene a general meeting if requisitioned in terms of the Act.

10.2 The board shall convene an annual general meeting of the members once in every calendar year and within 15 (fifteen) months of the previous annual general meeting.

10.3 Subject to sections 61(5) and (6), the board must call a members meeting if one or more written and signed demands for such a meeting are delivered to the Company, and-

10.3.1 each such demand describes the specific purpose for which the meeting is proposed; and

10.3.2 in aggregate, demands for substantially the same purpose are made and signed by the holders, as of the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.

10.4 Subject to the provisions of the Act-

10.4.1 all general meetings whether annual or otherwise;

10.4.2 all adjourned general meetings,

shall be held at such time and place as the directors shall appoint.

- 10.5 In accordance with the provisions of section 60, a resolution that could be voted on at a members meeting (including in respect of the election of directors) may instead be-
- 10.5.1 submitted by the board for consideration to the members entitled to exercise the voting rights in relation to the resolution; and
 - 10.5.2 voted on in writing by such members within a period of 20 (twenty) Business Days after the resolution was submitted to them.
- 10.6 A resolution contemplated in clause 10.5-
- 10.6.1 will have been adopted if it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted members meeting; and
 - 10.6.2 if adopted, will have the same effect as if it had been approved by voting at a meeting.
- 10.7 Within 10 (ten) Business Days after adopting a resolution, or conducting an election of directors in terms of the provisions of clause 10.5, the Company shall deliver a statement describing the results of the vote, consent process, or election to every member who was entitled to vote on or consent to the resolution, or vote on the election of a Director, as the case may be.

11 NOTICE OF MEMBERS MEETINGS

- 11.1 The Company must deliver a notice of each members meeting in the prescribed manner and form to all of the members of the Company, at least 15 (fifteen) Business Days before the meeting is to begin.
- 11.2 A notice of a members meeting must be in writing, and must include-
- 11.2.1 the date, time and place for the meeting;
 - 11.2.2 the general purpose of the meeting, and any specific purpose contemplated in section 61(3)(a) if applicable;

11.2.3 a copy of any proposed resolution of which the Company has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted;

11.2.4 in the case of an annual general meeting of a company-

11.2.4.1 the financial statements to be presented or a summarised form thereof; and

11.2.4.2 directions for obtaining a copy of the complete annual financial statements for the preceding financial year; and

11.2.4.3 a reasonably prominent statement that-

11.2.4.3.1 a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the member;

11.2.4.3.2 a proxy need not also be a member of the Company; and

11.2.4.3.3 section 63(1) requires that meeting participants provide satisfactory identification.

11.3 If there was a material defect in the giving of the notice of a members meeting, the meeting may proceed, subject to section 62(5), only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda is present at the meeting and votes to approve the ratification of the defective notice.

12 PROCEEDINGS AT MEMBERS MEETINGS

12.1 Subject to the provisions of this clause 12-

12.1.1 a members meeting may not begin until sufficient persons are present at the meeting to exercise, in aggregate, at least 5% (five percent) of all of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting; and

12.1.2 a matter to be decided at the meeting may not begin to be

considered unless sufficient persons are present at the meeting to exercise, in aggregate, at least 5% (five percent) of all of the voting rights that are entitled to be exercised on that matter at the time the matter is called on the agenda.

- 12.2 Despite the percentage figures set out in clause 12.1, if the Company has more than two members, a meeting may not begin, or a matter begin to be debated, unless-
 - 12.2.1 at least three members are present at the meeting; and
 - 12.2.2 the requirements of clause 12.1, if different, are satisfied.
- 12.3 If, within one hour after the appointed time for a meeting to begin, the requirements of clauses 12.1 or 12.2 if applicable-
 - 12.3.1 for that meeting to begin have not been satisfied, the meeting is postponed without motion, vote or further notice, for one week;
 - 12.3.2 for consideration of a particular matter to begin have not been satisfied-
 - 12.3.2.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or
 - 12.3.2.2 if there is no other business on the agenda of the meeting, the meeting is adjourned for one week, without motion or vote.
- 12.4 The person intended to preside at a meeting that cannot begin due to the operation of clauses 12.1 or 12.2 if applicable, may extend the one-hour limit allowed in clause 12.3 for a reasonable period on the grounds that-
 - 12.4.1 exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of members to be present at the meeting; or
 - 12.4.2 one or more particular members, having been delayed, have communicated an intention to attend the meeting, and those members, together with others in attendance, would satisfy the requirements of clauses 12.1 or 12.2 if applicable.

- 12.5 The Company is not required to give further notice of a meeting that is postponed or adjourned in terms of clause 12.3 unless the location for the meeting is different from-
- 12.5.1 the location of the postponed or adjourned meeting; or
- 12.5.2 a location announced at the time of adjournment, in the case of an adjourned meeting.
- 12.6 If, at the time appointed in terms of this clause 12 for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of clauses 12.1 or 12.2 if applicable, have not been satisfied, the members present in person or by proxy will be deemed to constitute a quorum.
- 12.7 After a quorum has been established for a meeting, or for a matter to be considered at a meeting, the meeting may continue, or the matter may be considered, so long as at least one member with voting rights entitled to be exercised at the meeting, or on that matter, is present at the meeting.
- 12.8 The Chairman, or, in his absence, the Deputy Chairman (if any), shall preside as chairman at every general meeting of the Company.
- 12.9 If-
- 12.9.1 there is no such Chairman or Deputy Chairman; or
- 12.9.2 at any meeting neither the Chairman nor the Deputy Chairman is present within 10 (ten) minutes after the time appointed for the meeting, or if neither of them is willing to act as chairman,
- the directors present shall choose one of their number to act as such, but if only one director is present, he shall preside as chairman if he is willing so to act.
- 12.10 In the absence of a chairman in terms of clauses 12.8 or 12.9, the members present shall elect one of their number to act as chairman.
- 12.11 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands-

- 12.11.1 by the chairman of the meeting; or
- 12.11.2 by not less than 5 (five) members having the right to vote at the meeting.
- 12.12 Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that-
 - 12.12.1 a resolution has been passed unanimously on a show of hands or by a particular majority; or
 - 12.12.2 a resolution has not been passed by a particular majority, or rejected,

(and an entry to that effect in the minute book) shall be conclusive evidence of that fact.
- 12.13 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was held.
- 12.14 In the case of an equality of votes, whether on a show of hands or on a poll-
 - 12.14.1 the chairman of the meeting shall have a second or casting vote, provided that he is a member;
 - 12.14.2 if that chairman is not a member, the current chairman of the Players' Committee shall have a second or casting vote.
- 12.15 No poll may be demanded on the election of the chairman of the meeting or on any question of adjournment.
- 12.16 If a poll is duly demanded, it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.17 Until such time as the poll is held, the meeting may proceed with any business, other than that upon which a poll was demanded.
- 12.18 The chairman of a meeting may-
 - 12.18.1 appoint any firm or persons to act as scrutineers for the purpose of counting the votes at the meeting;

12.18.2 act on a certificate given by any such scrutineers without requiring himself counting the votes.

12.19 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution unless-

12.19.1 it is brought to the attention of the chairman at the meeting; and

12.19.2 in the opinion of the chairman of the meeting, it is of sufficient magnitude to vitiate the resolution.

12.20 Any objection to the admissibility of any vote (whether on a show of hands or on a poll) shall be raised-

12.20.1 at the meeting or adjourned meeting at which the vote objected to was recorded; or

12.20.2 at the meeting or adjourned meeting at which the result of the poll was announced,

and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

12.21 Even if he is not a member-

12.21.1 any director; or

12.21.2 the Company's attorney (or where the Company's attorneys are a firm, any partner or director thereof),

may attend and speak at any general meeting, but may not vote unless he is a member.

13 **VOTES OF MEMBERS**

13.1 At every general meeting each member present at the meeting shall have 1 (one) vote, whether on a show of hands or on a poll.

13.2 The parent or guardian of a minor member, may vote at any general meeting in the same manner as if he were a member of the Company, provided that at least 48 (forty eight) hours before the time of holding the meeting at which he proposes to vote, he shall satisfy the directors that he is such a parent or guardian.

- 13.3 Every resolution of members is either an ordinary resolution or a special resolution.
- 13.4 For an ordinary resolution to be approved by members, it must be supported by more than 50% (fifty percent) of the voting rights exercised on the resolution.
- 13.5 For a special resolution to be approved by members, it must be supported by at least 75% (seventy five) of the voting rights exercised on the resolution.

14 **DIRECTORS**

- 14.1 The Company shall have no fewer than 5 (five) directors.
- 14.2 The board of directors of the Company shall from time to time consist of-
- 14.2.1 the commissioner (as an ex officio director);
- 14.2.2 the chairman of the Players Committee and one other member of the Players Committee, elected by the members thereof (both as ex officio directors);
- 14.2.3 no more than 2 (two) other members elected by the members in general meeting;
- 14.2.4 no fewer than 2 (two) other directors, elected by the members in general meeting who shall not be members of the Company.
- 14.3 The directors to be elected by the voting members in terms of clauses 14.2.3 and 14.2.4 shall rotate in accordance with the following provisions-
- 14.3.1 at each annual general meeting at least $\frac{1}{3}$ (one third) of those directors (or if their number is not 3 (three) or a multiple of 3 (three), the number nearest to $\frac{1}{3}$ (one third)) shall retire from office; and
- 14.3.2 the directors elected by the voting members to retire in every year shall be those who are due for retirement given the provisions of clause 14.4.4 or as otherwise determined by the directors amongst

themselves so as to ensure compliance by the Company with the provisions of Item 5(1)(b) of Schedule 1 of the Act (and if they are unable to reach agreement, they shall determine the issue by lot).

14.4 Directors shall hold office for the following periods-

14.4.1 the commissioner for so long as he is the commissioner;

14.4.2 the chairman of the Players Committee, for so long as he is the chairman of the Players Committee;

14.4.3 the additional member of the Players Committee for a period of two years, whereafter he may either be re-elected by the members of the Players' Committee or another member of the Players Committee may be elected in his place;

14.4.4 the directors elected by the members in general meeting for a period of 2 (two) years, subject to clause 14.3.

14.5 Any director elected by the members of the Company may make himself available for re-election.

14.6 Nominations of persons for the office of a director shall take place as follows-

14.6.1 the Company shall, as and when giving notice of a general meeting to the members at which directors are to be appointed, dispatch a nomination form to each member;

14.6.2 a person who is prepared to be nominated for election as a director, shall complete that form and his nomination shall be proposed by a member and seconded by another member;

14.6.3 the nomination form shall thereafter be delivered to the Company no later than 3 (three) days prior to the date on which the general meeting at which directors will be elected is scheduled to take place;

14.6.4 no nomination for election as a director shall be valid if it does not comply with the provisions of this article.

14.7 The election or appointment of a person as a director is a nullity if,

at the time of the election or appointment, that person is ineligible or disqualified in terms of section 60.

14.8 A person becomes entitled to serve as a director of the Company when that person-

14.8.1 has been appointed or elected in accordance with this MoI, or holds an office, title, designation or similar status entitling that person to be an ex officio director of the company, subject to section 66(5)(a); and

14.8.2 has delivered to the Company a written consent to serve as its director.

15 PAYMENTS TO DIRECTORS AND MEMBERS

15.1 The Company must not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless as to how the income or asset was derived, to any person who is or was an incorporator of the Company, or who is a member or director, or person appointing a director, except-

15.1.1 as reasonable-

15.1.1.1 remuneration for goods delivered or services rendered to, or at the direction of the Company; or

15.1.1.2 payment of, or reimbursement for, expenses incurred to advance a stated object of the Company;

15.1.2 as payment of an amount due and payable by the Company in terms of a bona fide agreement between the Company and that person or another;

15.1.3 as payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or

15.1.4 in respect of any legal obligation binding on the Company.

16 REMOVAL OF DIRECTORS

16.1 Subject to the provisions of clause 14 and without prejudice to any contrary provision in this Mol, the office of a director shall be vacated in any of the following events-

16.1.1 if his estate is sequestrated or he assigns his estate or enters into a general compromise with his creditors;

16.1.2 if he is found to be or becomes of unsound mind;

16.1.3 if a majority of his co-directors sign and deposit at the office a written notice wherein he is requested to vacate his office (which shall become operative on deposit at the office);

16.1.4 if he is removed by a resolution of the Company of which proper notice has been given in terms of the Act;

16.1.5 if he is, pursuant to the provisions of the Act or any order made thereunder, prohibited from acting as a director;

16.1.6 if he resigns his office by notice in writing to the Company; or

16.1.7 if-

16.1.7.1 he is absent from 3 (three) consecutive meetings of the directors without leave of the directors otherwise than on the business of the Company; and

16.1.7.2 the directors resolve that his office be, by reason of such absence, vacated,

provided that the directors shall have power to grant to any director leave of absence for a definite or indefinite period.

16.2 The Company in general meeting or the directors may appoint any person as director either to fill a casual vacancy or as an additional director.

16.3 A person appointed by the directors as a director in terms of this Mol-

16.3.1 shall retire at the following annual general meeting;

16.3.2 shall be eligible for re-election.

17 INTERESTS

17.1 In this clause 17, "director" includes an alternate director, a prescribed officer and a person who is a member of a committee of the board, irrespective of whether the person is also a member of the Company's board, and "related person", when used in reference to a director, has the meaning set out in section 1, but also includes a second company of which the director or a related person is also a director, or a close corporation of which the director or a related person is a member.

17.2 This clause 17 does not apply-

17.2.1 to a director of the Company-

17.2.1.1 in respect of a decision that may generally affect-

17.2.1.1.1 all of the directors of the Company in their capacity as directors; or

17.2.1.1.2 a class of persons, despite the fact that the director is one member of that class of persons, unless the only members of the class are the director or persons related or inter-related to the director; or

17.2.1.2 in respect of a proposal to remove that director from office as contemplated in section 71.

17.3 If a director of the Company has a personal financial interest in respect of a matter to be considered at a meeting of the board, or knows that a related person has a personal financial interest in the matter, the director-

17.3.1 must disclose the interest and its general nature before the matter is considered at the meeting;

17.3.2 must disclose to the meeting any material information relating to the matter, and known to the director;

17.3.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other directors;

- 17.3.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in clauses 17.3.2 or 17.3.3;
- 17.3.5 must not take part in the consideration of the matter, except to the extent contemplated in 17.3.2 and 17.3.3;
- 17.3.6 while absent from the meeting in terms of clause 17.3.4-
 - 17.3.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient directors are present to constitute the meeting; and
 - 17.3.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and
 - 17.3.6.3 must not execute any document on behalf of the Company in relation to the matter unless specifically requested or directed to do so by the board.
- 17.4 If a director of the Company acquires a personal financial interest in an agreement or other matter in which the Company has a material interest, or knows that a related person has acquired a personal financial interest in the matter, after the agreement or other matter has been approved by the Company, the director must promptly disclose to the board the nature and extent of that interest, and the material circumstances relating to the director or related person's acquisition of that interest.
- 17.5 A decision by the board, or a transaction or agreement approved by the board, or by the Company as contemplated in clause 17.3, is valid despite any personal financial interest of a director or person related to the director, only if-
 - 17.5.1 it was approved following disclosure of that interest in the manner contemplated in this clause 17; or
 - 17.5.2 despite having been approved without disclosure of that interest, it-
 - 17.5.2.1 has subsequently been ratified by an ordinary resolution of the members following disclosure of that interest; or
 - 17.5.2.2 has been declared to be valid by a court in terms of section 75(8).

- 17.6 Subject to any applicable foregoing provisions of this clause 17, a director may-
- 17.6.1 hold any other office or place of profit under the Company (except that of auditor) or any subsidiary of the Company in conjunction with his office of director, for such period and on such terms as to remuneration (in addition to the remuneration to which he may be entitled as a director) and otherwise as a disinterested quorum of the directors may determine;
 - 17.6.2 be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and (except insofar as otherwise decided by the directors) he shall not be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other Company;
 - 17.6.3 act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- 17.7 No director or intending director shall be disqualified by his office from contracting with the Company with regard to-
- 17.7.1 his tenure of any other office or place of profit under the Company or in any company promoted by the Company or in which the Company is interested;
 - 17.7.2 professional services rendered or to be rendered by such director;
 - 17.7.3 any sale or other transaction.
- 17.8 A director may not vote nor be counted in the quorum and if he shall do so his vote shall not be counted on any resolution for his own appointment to any other office or place of profit under the Company or in respect of any contract or arrangement in which he is interested, but this prohibition shall not apply to-
- 17.8.1 any arrangement for giving to any director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

- 17.8.2 any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company which the director has himself guaranteed or secured; or
- 17.8.3 any contract or arrangement with a corporation in which he is interested by reason only of being a director, officer, creditor or member of such corporation, and these prohibitions may at any time be suspended or relaxed either generally, or in respect of any particular contract or arrangement, by the Company in general meeting.
- 17.9 The directors may exercise the voting powers conferred by the shares held or owned by the Company in any other company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them to be directors or officers of such other company or for determining any payment of or remuneration to the directors or officers of such other company.

18 **ALTERNATE DIRECTORS**

18.1 A director may-

18.1.1 appoint another director or any person approved for that purpose by a resolution of the directors to act as alternate director in his place and during his absence;

18.1.2 remove such alternate director.

18.2 A director who is a member shall only appoint another member as his alternate.

18.3 A person so appointed shall, except as regards authority to appoint an alternate director and remuneration, be subject in all respects to the terms and conditions existing in respect of the other directors of the Company.

18.4 Each alternate director, whilst so acting, shall be entitled to-

18.4.1 receive notices of all meetings of the directors or of any committee of the directors of which his appointer is a member;

- 18.4.2 attend and vote at any such meeting at which his appointer is not personally present;
- 18.4.3 generally exercise and discharge all the functions, powers and duties of his appointer in such appointer's absence as if he were a director.
- 18.5 Any director acting as alternate director shall, in addition to his own vote, have a vote for each director for whom he acts as alternate.
- 18.6 An alternate director shall ipso facto cease to be an alternate director if his appointer ceases for any reason to be a director.
- 18.7 In the event of the disqualification or resignation of any alternate director during the absence or inability to act of the director whom he represents, the vacancy so arising shall be filled by the Chairman of the board who shall nominate a person to fill such vacancy, subject to the approval of the directors.
- 18.8 Any appointment or removal of an alternate director shall be effected by written notice delivered at the office and signed by the appointer.
- 18.9 The remuneration of an alternate director shall be payable only out of the remuneration payable to the director whose alternate he is and he shall have no claim against the Company for any remuneration.

19 **COMMISSIONER**

- 19.1 The directors shall from time to time appoint a commissioner or Chief Executive with the same or similar responsibilities, who shall be a full time employee of the Company, to control, manage and administer the affairs of the Company.
- 19.2 The directors shall ensure that there is included in the contract of appointment of the commissioner or Chief Executive a provision to the effect that if he is in breach of any of provisions of his contract, or if he is guilty of conduct which at law would justify the termination of a contract between master and servant, the directors may, in accordance with the requirements of applicable labour laws, cancel such contract of appointment and the commissioner shall have no claim whatsoever against the Company or any of the members as a result of such cancellation.

20 **POWERS OF DIRECTORS**

- 20.1 The business and affairs of the Company must be managed by or under the direction of the board, which has the authority to exercise all of the powers and perform any of the functions of the Company, except to the extent that the Act or this Mol provides otherwise.
- 20.2 Such management and control may not be inconsistent with this Mol nor with the provisions of the Act.
- 20.3 The general powers given by this clause 20 shall not be limited or restricted by any special authority or power given to the directors by any other provision of this Mol.
- 20.4 Save as otherwise expressly provided by this Mol, all cheques, promissory notes, bills of exchange and other negotiable or transferable instruments and all documents to be executed by the Company shall be signed, drawn, accepted, endorsed or executed, as the case may be, in such manner as the directors shall from time to time determine.

21 **THE REGULATIONS**

- 21.1 The directors shall from time to time make regulations-
- 21.1.1 setting out the criteria against which applications for membership as regular members, affiliated members, senior members and temporary members shall be judged and relating to rights and obligations arising from membership;
- 21.1.2 setting out the criteria against which applications for the granting of playing privileges in sanctioned tournaments shall be judged and relating to rights and obligations arising from the granting of any playing privileges;
- 21.1.3 setting out the criteria against which the golf playing ability of any particular member (whether that member is a regular member, an affiliated member, a senior member or a temporary member) will be judged with a view to terminating his membership;
- 21.1.4 governing both the conduct of members whilst participating in any tournament sanctioned by the Company and the conduct of members generally;

- 21.1.5 setting out the administration and conduct of tournaments and film, media and other property rights of the members taking part in a tournament; and
- 21.1.6 setting out any other matters regarding the Company, its business and/or objects as the directors in their discretion determine ought to be set out in such regulations.
- 21.2 In making any regulations envisaged in clause 21.1, the directors shall be entitled to provide that-
- 21.2.1 the Company shall be entitled to impose a penalty on any member who breaches those regulations;
- 21.2.2 that penalty may take any form which the directors deem appropriate including, without limitation, the termination of the membership of the person who has broken the regulations, the suspension of his membership or the imposition of a fine;
- 21.2.3 any particular employee, official or committee of the Company may enquire into any breaches of discipline by any person (the "**Defendant**") and may impose on the Defendant a penalty which the Company is entitled to impose on the Defendant;
- 21.2.4 a right of appeal to the directors, sitting as a board, shall, however, be created in instances where there has been an alleged serious breach of the regulations.

22 BORROWING POWERS

The directors may from time to time borrow for the purpose of the Company such sums as they think fit.

23 AGENTS AND COMMITTEES OF THE DIRECTORS

- 23.1 The directors may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the directors, to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors in terms of this MoI) and for such period and subject to such terms and conditions as they may think fit.

- 23.2 Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent as the directors may think fit.
- 23.3 The directors may also authorise any such agent to sub-delegate any of his powers, authorities and discretions.
- 23.4 The directors may delegate any of their powers to an executive or other committee, whether consisting of a member or members of their body or not as they may think fit.
- 23.5 Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations authorising the appointment of sub-committees that may from time to time be prescribed by the directors.

24 THE PLAYERS COMMITTEE

- 24.1 The directors shall ensure that the members shall, at the first annual general meeting of the Company and at every second annual general meeting thereafter, elect a Players Committee. That committee shall consist of a minimum of 8 (eight) members and a maximum of 10 (ten) and its function shall be to-
- 24.1.1 liaise with all members on an ongoing basis; and
- 24.1.2 advise the directors of the views and attitudes of the members.
- 24.2 At least two members of the Players Committee must be black persons.
- 24.3 Nominations for election as members of the Players Committee shall take place mutatis mutandis in accordance with the procedure set out in clause 14.6.
- 24.4 Members of the Players Committee shall hold office for a period of 2 (two) years.
- 24.5 If any vacancy at any stage occurs in the Players Committee-
- 24.5.1 the remaining members of the Players Committee may appoint another member to fill the vacancy;

24.5.2 the member thus appointed shall resign at the next annual general meeting of the Company and, at that meeting, the members shall by election fill that vacancy.

24.6 The members of the Players Committee shall-

24.6.1 select one of their members to be the chairman of the Players Committee;

24.6.2 meet as often as may be necessary;

24.6.3 be entitled to regulate their meetings in any manner in which they deem appropriate.

25 **DUTIES OF DIRECTORS TO KEEP MINUTES**

25.1 The Company must keep minutes of the meetings of the board, and any of its committees, and include in the minutes-

25.1.1 any declaration given by notice or made by a director as required by section 75; and

25.1.2 every resolution adopted by the board.

25.2 Any minutes of a meeting, or a resolution, signed by the chair of the meeting, or by the chair of the next meeting of the board, is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

26 **PROCEEDINGS OF DIRECTORS AND COMMITTEES**

26.1 The directors may, subject to the provisions of this clause 26 and the Act, meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit.

26.2 A director authorised by the board-

26.2.1 may call a meeting of the board at any time; and

26.2.2 must call such a meeting if required to do so by at least-

26.2.2.1 25% (twenty five percent) of the directors, in the case of a board that has at least 12 members; or

26.2.2.2 two directors, in any other case.

26.3 In addition to the provisions of clause 26.2, any director shall at any time be entitled to call a meeting of the directors.

26.4 A meeting of the board may be conducted by electronic communication, or one or more directors may participate in a meeting by electronic communication, so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

26.5 The board may determine the form and time for giving notice of its meetings, but-

26.5.1 such a determination must comply with any requirements set out in this MoI, or rules, of the Company; and

26.5.2 no meeting of a board may be convened without notice to all of the directors, subject to clause 26.6.

26.6 If all of the directors-

26.6.1 acknowledge actual receipt of the notice;

26.6.2 are present at a meeting; or

26.6.3 waive notice of the meeting,

The meeting may proceed even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice;

26.7 As set out in section 74, the board has the power to consider any matter and/or adopt any resolution other than at a meeting and, accordingly, any decision that could be voted on at a meeting of the Board may instead be adopted by the written consent of a majority of the directors, given in person or by electronic communication, provided that each director has received notice of the matter to be decided.

26.8 A quorum for a directors meeting shall, subject to the remaining provisions of this clause 26.8, be the majority of the directors. If within 1 (one) hour (or such longer period as those present may agree) after the time appointed for the meeting a quorum is not present, the meeting will stand adjourned to the same day of the

next week at the same time and place. Written notice of such adjourned meeting (incorporating an agenda) be given to all directors not less than 48 (forty eight) hours before such adjourned meeting is to be held, and the directors present at such adjourned meeting will constitute a quorum. No business may be conducted at the adjourned meeting save for business specified on the agenda or unless all the directors are present at such adjourned meeting and unanimously agree that such business may be conducted.

- 26.9 Each director has one vote on a matter before the board.
- 26.10 A majority of the votes cast on a resolution is sufficient to approve that resolution.
- 26.11 In the case of a tied vote, the chair may cast a deciding vote.
- 26.12 The company must keep minutes of the meetings of the board, and any of its committees, and include in the minutes-
 - 26.12.1 any declaration given by notice or made by a director as required by section 75; and
 - 26.12.2 every resolution adopted by the board.
- 26.13 Resolutions adopted by the board-
 - 26.13.1 must be dated and sequentially numbered; and
 - 26.13.2 are effective as of the date of the resolution, unless the resolution states otherwise.
- 26.14 Any minutes of a meeting, or a resolution, signed by the chair of the meeting, or by the chair of the next meeting of the board, is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

27 **COMPANY SECRETARY**

- 27.1 Subject to clause 27.2, if the directors so decide, they shall appoint a company secretary-
 - 27.1.1 for such term;
 - 27.1.2 at such remuneration; and

27.1.3 upon such conditions, and

as they may, subject to the provisions of the Act concerning company secretaries, think fit, and the directors may dismiss such company secretary.

27.2 The directors shall otherwise appoint a company secretary if, in terms of the Act, the Company is required to have a company secretary.

27.3 The company secretary is accountable to the board.

27.4 The company secretary's duties include, but are not restricted to-

27.4.1 providing the directors of the Company collectively and individually with guidance as to their duties, responsibilities and powers;

27.4.2 making the directors aware of any law relevant to or affecting the Company;

27.4.3 reporting to the board any failure on the part of the Company or a director to comply with the MoI or rules of the Company or the Act;

27.4.4 ensuring that minutes of all members meetings, board meetings and the meetings of any committees of the directors, or of the Company's audit committee, are properly recorded in accordance with the Act;

27.4.5 certifying in the Company's annual financial statements whether the Company has filed required returns and notices in terms of the Act, and whether all such returns and notices appear to be true, correct and up to date;

27.4.6 ensuring that a copy of the Company's annual financial statements is sent, in accordance with the Act, to every person who is entitled to it; and

27.4.7 carrying out the functions of a person designated in terms of section 33(3).

28 **COMPANY RECORDS**

28.1 The Company shall keep all documents, accounts, books, writing, records or other information (the "**Company Records**") as, and in

the manner, required of it by the Act.

- 28.2 Any director or the company secretary or any person appointed by the directors for the purpose shall have power to authenticate any such Company Record and to certify copies thereof or extracts therefrom as true copies or extracts.
- 28.3 Where any Company Records are kept elsewhere than at the office, the commissioner or other officer of the Company or other person having the custody thereof shall be deemed to be a person duly appointed by the directors for the abovementioned purpose.
- 28.4 Members shall have access to the Company Records to the extent provided for in section 26.

29 **FINANCIAL YEAR, ACCOUNTING RECORDS AND FINANCIAL STATEMENTS**

- 29.1 The Company must have a financial year, ending on the date as set out in the Company's Notice of Incorporation, or as otherwise determined by the directors in terms of clause 29.2.
- 29.2 The board may change the Company's financial year end at any time, by filing a notice of that change, but-
- 29.2.1 it may not do so more than once during any financial year;
- 29.2.2 the newly established financial year end must be later than the date on which the notice is filed; and
- 29.2.3 the date as changed may not result in a financial year ending more than 15 (fifteen) months after the end of the preceding financial year.
- 29.3 The financial year of the Company is its annual accounting period.
- 29.4 The Company must keep accurate and complete accounting records in one of the official languages of South Africa-
- 29.4.1 as necessary to enable the Company to satisfy its obligations in terms of the Act or any other law with respect to the preparation of financial statements; and

- 29.4.2 including any prescribed accounting records, which must be kept in the prescribed manner and form.
- 29.5 The Company's accounting records must be kept at, or be accessible from, the office of the Company
- 29.6 If the Company provides any financial statements, including any annual financial statements, to any person for any reason, those statements must-
- 29.6.1 satisfy the financial reporting standards as to form and content, if any such standards are prescribed;
- 29.6.2 present fairly the state of affairs and business of the Company, and explain the transactions and financial position of the business of the Company;
- 29.6.3 show the Company's assets, liabilities and equity, as well as its income and expenses, and any other prescribed information;
- 29.6.4 set out the date on which the statements were published, and the accounting period to which the statements apply; and
- 29.6.5 bear, on the first page of the statements, a prominent notice indicating-
- 29.6.5.1 whether the statements-
- 29.6.5.1.1 have been audited in compliance with any applicable requirements of the Act;
- 29.6.5.1.2 if not audited, have been independently reviewed in compliance with any applicable requirements of the Act; or
- 29.6.5.1.3 have not been audited or independently reviewed; and
- 29.6.5.1.4 the name, and professional designation, if any, of the individual who prepared, or supervised the preparation of, those statements.
- 29.7 Each year, the Company must prepare annual financial statements within six months after the end of its financial year.

- 29.8 The annual financial statements must-
- 29.8.1 be audited-
- 29.8.1.1 if so required by the regulations made in terms of section 30(7)(a);
or
- 29.8.1.2 voluntarily if a members resolution so requires or the board has so determined; or
- 29.8.2 be independently reviewed in a manner that satisfied the regulations made in terms of section 30(7);
- 29.8.3 include an auditor's report, if the statements are audited;
- 29.8.4 include a report by the directors with respect to the state of affairs, the business and profit or loss of the Company including-
- 29.8.4.1 any matter material for the members to appreciate the Company's state of affairs; and
- 29.8.4.2 any prescribed information;
- 29.8.5 include any other information required by the Act, and generally be in compliance with the requirements of the Act and the Act Regulations;
- 29.8.6 be approved by the board and signed by an authorised director; and
- 29.8.7 be presented to the first members meeting after the statements have been approved by the board.
- 29.9 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.
- 29.10 The annual financial statements which are to be presented to the first members meeting after the statements have been approved by the board (as envisaged in clause 29.8.7) shall be delivered or sent by post to the registered address of each member and to every person entitled to a notice of the meeting at least 21 (twenty one) days before such meeting.
- 29.11 Without limitation to any other provision of this Mol, members shall also have access to the annual financial statements of the Company to the extent envisaged in section 31.

30 **NOTICES**

- 30.1 All notices intended or required to be given by the Company to any member of the Company shall be given in writing in any manner authorised by the Act Regulations and particularly Table CR 3 annexed to the Act Regulations.
- 30.2 Each member of the Company-
- 30.2.1 shall notify in writing to the Company an address, which address shall be his registered address for the purposes of receiving written notices from the Company by post and if he has not named such an address he shall be deemed to have waived his right to be so served with notices; and
- 30.2.2 may notify in writing to the Company an email address and/or facsimile number, which address shall be his address for the purposes of receiving notices by way of electronic communication.
- 30.3 Any member whose address in the members register is an address not within South Africa, and who shall from time to time furnish the Company with an address within South Africa at which notices can be served upon him, shall be entitled to have notices served upon him at such address.
- 30.4 Save as determined in this Mol or in the Act, no member other than a registered member whose address appears in the members register as being in South Africa, shall be entitled to receive any notice from the Company.
- 30.5 Save to the extent that any of the following provisions of this clause 30.5 may be in conflict with any provision contained in the Act or the Act Regulations, any notice sent by-
- 30.5.1 registered post to the last-known address of a member shall be deemed to have been delivered on the 7th (seventh) day following the day on which the notice or document was posted as recorded by a post office, unless there is conclusive evidence that it was delivered on a different day;
- 30.5.2 faxing the notice to a member, if the member has a fax number, shall be deemed to have been delivered on the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or at a different time;

30.5.3 sending the notice to a member by electronic mail, if the member has an address for the receiving of electronic mail, shall be deemed to have been delivered on the date and at the time recorded by the computer used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time,

any other means permitted in the said Table CR 3 shall be deemed to have been delivered as provided for that method of delivery in such Table.

31 **INDEMNITY**

31.1 To the extent permissible in terms of, and subject to the provisions of, the Act, every director, alternate director, commissioner, company secretary, person who is a member of a committee of the board and officer of the Company shall be indemnified out of the funds of the Company against-

31.1.1 all liabilities incurred by him in that capacity;

31.1.2 expenditure in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted.

31.2 Every such person shall be indemnified by the Company against, and it shall be the duty of the directors out of the funds of the Company to pay all costs, losses and expenses for which any such person may become liable by reason of-

31.2.1 any contract entered into; or

31.2.2 any act done by him,

in his capacity as director, company secretary, commissioner, auditor or officer of the Company or in any way in the discharge of his duties.

31.3 Subject to the provisions of the Act, no director, commissioner, company secretary, officer or servant of the Company shall be liable for-

31.3.1 any act, receipt, neglect or fault of any other such officer or servant of the Company; or

31.3.2 joining in any receipt or other act; or

- 31.3.3 loss or expense suffered by the Company through the insufficiency or deficiency of title to any property acquired by order of the directors for and on behalf of the Company; or
- 31.3.4 the insufficiency of any security in or upon which any of the moneys of the Company have been invested; or
- 31.3.5 any loss or damage arising from the insolvency or delict of any person with whom any moneys, securities or effects have been deposited; or
- 31.3.6 any loss or damage occasioned by any error of judgment or oversight on his part; or
- 31.3.7 any other loss, damage or misfortune whatever which shall happen in the execution of his duties of office or in relation thereto, unless the same occurs through his own dishonesty.

32 ADDITIONAL NON-PROFIT COMPANY PROVISIONS

- 32.1 As specified in Schedule 1 to the Act, the Company, as a non-profit company,-
 - 32.1.1 must apply all of its assets and income, however derived, to advance its stated object as set out in clause 4; and
 - 32.1.2 subject to clause 32.1.1, may-
 - 32.1.2.1 acquire and hold securities issued by a profit company; or
 - 32.1.2.2 directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects.
- 32.2 Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the Company-
 - 32.2.1 no past or present member or director, or any person appointing a director, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied; and
 - 32.2.2 the entire net value of the Company must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within South Africa, voluntary associations or non-profit trusts-

- 32.2.2.1 having objects similar to the Company's main object; and
- 32.2.2.2 as determined-
 - 32.2.2.2.1 in terms of this Mol; or
 - 32.2.2.2.2 by the members, or the Directors, at or immediately before the time of its dissolution; or
 - 32.2.2.2.3 by the court, if no such determination is made in this Mol or by the members or Directors.
- 32.3 Incorporation of the Company as a non-profit company in terms of the Act and compliance with the provisions of the Act does not necessarily qualify the Company for any particular status, category, classification or treatment in terms of the Income Tax Act, 1962 or any other legislation, except to the extent that any such legislation provides otherwise.
- 32.4 The Company, as a non-profit company, may not-
 - 32.4.1 amalgamate or merge with, or convert to, a profit company; or
 - 32.4.2 dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such disposition of an asset occurs in the ordinary course of the activities of the Company.
- 32.5 Since the Company has voting members, any proposal to
 - 32.5.1 dispose of all or the greater part of its assets or undertaking; or
 - 32.5.2 amalgamate or merge with another non-profit company,
must be submitted to the voting members for approval, in a manner comparable to that required of profit companies in accordance with sections 112 and 113, respectively.
- 32.6 Sections 115 and 116, read with the changes required by the context, apply with respect to the approval of a proposal contemplated in clause 32.5.
- 32.7 The Company may not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a director of the Company or of a related or inter-related company, or to a person related to any such director.

- 32.8 Clause 32.7 does not prohibit a transaction if it-
 - 32.8.1 is in the ordinary course of the Company's business and for fair value;
 - 32.8.2 constitutes an accountable advance to meet-
 - 32.8.2.1 legal expenses in relation to a matter concerning the Company; or
 - 32.8.2.2 anticipated expenses to be incurred by the person on behalf of the Company;
 - 32.8.3 is to defray the person's expenses for removal at the Company's request; or
 - 32.8.4 is in terms of an employee benefit scheme generally available to all employees or a specific class of employees.

