

# **GENERAL CONDITIONS FOR GOLF NSW STATE EVENTS**

# **INTRODUCTION**

The following General Conditions for Golf NSW State Events and the Golf NSW Hard Card apply to all Golf NSW State Events unless otherwise indicated in the Conditions of Competition for the specific Event. The Golf Committee of Golf NSW reserves the right to alter or vary these General Conditions at any time.

All Golf NSW State Events shall be played in accordance with the Rules of Golf and such Local Rules, the General Conditions for Golf NSW State Events, and the Conditions of Competition for the specific Golf NSW State Event as approved by the Golf Committee of Golf NSW.

These General Conditions should be read in conjunction with the Golf NSW Hard Card, the Conditions of Competition for the specific Golf NSW Event as specified on the official Entry Form together with any additions or amendments as published by Golf NSW or its representative at the Host Golf Course.

A copy of the General Conditions for Golf NSW State Events (incorporating the Golf NSW Transportation Policy), the Golf NSW Hard Card and the Golf NSW Code of Conduct is available from the Golf NSW website <u>at www.golfnsw.org</u>. A copy of the documents is also available from the Registration Desk and/or Score Card return area at each Golf NSW Event.

In the event and to the extent of any inconsistency between two or more documents, those documents will be interpreted in the following order of priority:

- (a) Local Rules approved by the Golf NSW Event Committee at the Host Golf Course on the day of the State Event;
- (b) Golf NSW Hard Card;
- (c) Conditions of Competition for the specific State Event; and
- (d) General Conditions for Golf NSW State Events.

In these General Conditions, unless the context indicates otherwise:

**Committee** means the Golf Committee of Golf NSW or its delegated Committee from the Host Golf Course or District Golf Association.

Entry Form means the official Golf NSW online or paper based Entry Form for the Golf NSW State Event.

**Golf NSW State Event** or **State Event** means all amateur Golf NSW State Events e.g. "Championships", "Tournaments", "Competitions" and excludes Pennant Competitions.

Hard Card means the current edition of the Golf NSW Hard Card applying at the time of the Golf NSW event.

**Recognised Golf Club** means a golf club that is a member of Golf NSW, a District Golf Association, the governing bodies in other States of Australia or in overseas countries.

**Rules of Golf** means the Rules of Golf and the Rules of Amateur Status and associated decisions as published by the R&A Rules Limited.

# **PART A – ADMINISTRATION**

#### 1. Committee

- 1.1 The Golf Committee of Golf NSW reserves the right to make all arrangements, to fix and/or alter starting times, to change handicap limits, alter the number of Divisions in any event, or in the case of insufficient entries, cancel any event.
- 1.2 The members of the Committee present may exercise all functions of the Committee in relation to the State Event and shall constitute the Committee within the meaning of the *Rules of Golf* for the purpose of the conduct of the State Event.
- 1.3 A competitor or caddie may not be a member of the Committee for the State Event.
- 1.4 Protests must be made to the Committee not later than 15 minutes after the conclusion of each round.
- 1.5 The decision of the members of the Committee present will be final in all matters relating to the State Event.

# 2. By-laws, Rules and Dress Regulations

2.1 The By-laws, rules and dress regulations of the Host Golf Course shall apply to players and caddies. The penalty for non-compliance would be no start or disciplinary sanctions at the discretion of the Golf Committee of Golf NSW in accordance with the Golf NSW Code of Conduct.

# **PART B - ENTRY CONDITIONS**

#### 1. Eligibility

- 1.1 All players must be of Amateur Status as defined by The Rules of Amateur Status.
- 1.2 Player(s) must meet the eligibility criteria established for the specific State Event, including any handicap conditions, as notified on the official *Entry Form*.
- 1.3 A player's handicap for the purposes of meeting any handicap conditions as notified on the official *Entry Form* is determined by the player's GA handicap at the time of entry (See Condition 2.3).
- 1.4 In the event of a player being suspended by a Recognised Golf Club or Jack Newton Junior Golf (JNJG) on a golf related matter, the player is not eligible to enter or play in any Golf NSW event during the period of suspension. This Condition applies even if the player nominates another club as the player's home club for handicap purposes.

# 2. Entries

- 2.1 The Committee shall have the right to refuse the entry of any person without being required to give any reason for such refusal.
- 2.2 Entries must be made on the official Entry Form or online at <a href="www.golfnsw.org">www.golfnsw.org</a>. Entries that are received before the specified opening date will not be accepted. Entry by email or fax is acceptable provided it is a scanned image of the official *Entry Form*.
- 2.3 Any player who has entered the State Event on a correct GA handicap whose GA handicap has increased beyond the handicap limit for the State Event will be permitted to play in the State Event on the maximum handicap allowed.
- 2.4 Players will compete for the duration of the State Event on the handicap current on the first day of play. The Committee reserve the right to amend the handicap of a player prior to or during the event.
- 2.5 Entry into the State Event through the online method or completion of the official *Entry Form* must include all necessary details and be received by Golf NSW prior to the closing date. A player's entry has not officially been received until their name has been posted at <a href="https://www.golfnsw.org">www.golfnsw.org</a>.
- 2.6 Late entries may be accepted at the discretion of the Committee and will incur a \$20 late fee.
- 2.7 Acceptable payment methods are only as follows credit card (Visa or MasterCard only), cheque (personal or bank), money order, cash (please note that Golf NSW will NOT accept responsibility for cash sent that is not received). Cheques or money orders are to be made payable to *Golf NSW*.
- 2.8 Only *Entry Forms* accompanied by credit card payment will be accepted by email or fax *Entry Forms* accompanied by other acceptable payment methods must be submitted by post or in person. Entries will not be accepted by telephone. *Entry Forms* will not be accepted unless they are fully completed.
- 2.9 Entrance Fees will only be refunded in the case of a withdrawal being advised before the closing time for entries, except for those entrants who fail to secure a place, or after the close of entries for medical reasons (a medical certificate must accompany a request for withdrawal on medical grounds). All refunds will incur a \$10 processing fee.

### 3. Code of Conduct

3.1 All players are subject to the Golf NSW Code of Conduct. A copy of the Golf NSW Code of Conduct is available from the Golf NSW website at <a href="https://www.golfnsw.org">www.golfnsw.org</a>.

#### 4. Cancellation

4.1 Players who are unable to compete for any reason, should cancel by contacting Golf NSW on the phone number detailed on the Entry Form or Draw for the State Event. This advice should be communicated as soon as possible.

# PART C - CONDITIONS OF COMPETITION

The following Conditions, together with any additions or amendments published by Golf NSW on the relevant Entry Form or at the golf course, will apply under Rule 33-1 to all Golf NSW State Events. Unless otherwise noted, the penalty for breach of a Condition is:

- (a) Match Play Loss of Hole;
- (b) Stroke Play Two Strokes.

### 1. Rules of Golf

- 1.1 All Golf NSW State Events shall be played in accordance with the Rules of Golf, together with such local rules as are in force on the Host Golf Course. If any dispute arises on any point, it shall be decided by the relevant Committee at the course whose decision shall be final.
- 1.2 Rule 33-7: All players are required to adhere to Golf NSW's Code of Conduct for the duration of the State Event. It should be noted that players may be subject to disqualification for a breach of etiquette in accordance with this Rule.

# 2. Conforming Driver Heads

The Condition of Competition for Conforming Driving Heads, including the penalty for disqualification, as outlined on pages 154-155 of the *Rules of Golf* is in effect. (The list of Conforming Driver Heads is available at www.randa.org).

# 3. Conforming Golf Balls (Note to Rule 5-1)

The Specimen Condition on page 155 is in effect.

#### 4. Draws and time of Starting

- 4.1 A draw for the State Event will be made and published. Players shall start at the time and in the order arranged by the Committee in accordance with Rule 6-3a.
- 4.2 The Committee has the power to amend the draw or substitute another player for any competitor who is not at the tee at the time appointed to play.
- 4.3 The Committee reserves the right to fix and/or alter starting times.

# 5. Pace of Play (Note 2 to Rule 6-7)

These Pace of Play provisions may be supplemented by specific Pace of Play Guidelines for a State Event. The specific Pace of Play Guidelines for a State Event take precedence if there is any inconsistency. A copy of any applicable Pace of Play Guidelines for a State Event will be available from a Golf NSW representative at the Host Golf Course.

- 5.1 In the absence of mitigating circumstances, a group is liable to be timed if it is in excess of the time allowed and in the case of second or subsequent groups, out of position. From the commencement of timing, if any player exceeds 50 seconds on a 'first to play approach shot (including Par 3 tee shot), chip or putt', or 40 seconds if it is a tee shot or 'second or third to play shot', they shall be deemed to have had a bad time.
- 5.2 The time allowed will be determined by the Committee and will be available prior to play. Out of position is defined as being more than the starting interval behind the group in front.
- 5.3 A player whose group is timed will have a bad time carried forward in the round even if the group subsequently arrives back in position or within time.

# PENALTY FOR BREACH OF CONDITION:

1<sup>st</sup> bad time: Player will be warned by the official and told that if they have a further

bad time they will be penalised.

2<sup>nd</sup> bad time: One-stroke Penalty Loss of Hole 3<sup>rd</sup> bad time: Additional two-stroke penalty Loss of Hole 4<sup>th</sup> bad time: Disqualification Disqualification

# Note:

a) It is not necessary for players to be advised they are being timed;

- b) Timings will be taken from the moment it is deemed by the Official that it is the player's turn to play:
- In exceptional circumstances, an individual player, or two of the three players in a group, may be timed.

### When Timing Commences:

Other than on the putting green, the timing of a player's stroke will begin when it is their turn to play and they can play without interference or distraction. Reasonable time spent by the first player to play in determining their yardage will not count as time taken for the next stroke.

On the putting green, the timing of a player's stroke will begin after a player has been allowed a reasonable amount of time to mark, lift, clean and replace their ball, repair ball marks and remove loose impediments on their line of putt. Time spent looking at the line from beyond the hole and/or behind the ball will count as part of the time taken for the next stroke.

#### 6. Practice

6.1 Players may use all recognised practice areas within the bounds of the course for practice prior to or after a round in stroke play.

# 7. Transportation

- 7.1 The specimen Condition in the Rules of Golf (page 159-160) is in effect: Players must not ride on any form of transportation during a stipulated round unless authorised by the Committee.
- 7.2 The penalty statement on page 159-160) of the Rules of Golf applies to breaches of this Condition.

**Note:** See also Golf NSW's Transportation Policy (<u>www.golfnsw.org</u>), which includes provisions for people with disabilities.

# 8. Distance Measuring Devices

8.1 A player may obtain distance information by use of a distance-measuring device. If, during a *stipulated round*, a player uses a distance-measuring device to gauge or measure other conditions that might affect his play (e.g. elevation changes, wind speed, etc.), the player is in breach of Rule 14-3.

# 9. Mobile Phones

9.1 The use of a mobile or portable phone by a competitor or his caddie, whilst on the golf course during an event is distracting and inconsiderate. If the competitor or caddie is in the possession of a mobile or portable phone it should be turned off. If the phone rings this is deemed to be in use and the Committee may take disciplinary action against the offending player in accordance with the concluding paragraph of section 1, Etiquette of the Rules of Golf. If the phone has a distance measuring device facility it may be used in line with Condition 8. However the 'phone communication' facility should be turned off. In match play, the opponent should be informed if the player plans to use this facility.

**Note**: In deciding whether a penalty should be applied the Committee will consider Decision 33-7/8 "Meaning of "Serious Breach of Etiquette" on pages 518-19 of the R&A Decisions on Rules of Golf.

# 10. Drugs

- 10.1 All players are subject to drug testing by the Australian Sports Anti-Doping Agency (ASADA) for banned substances as laid down in Golf Australia's Anti-Doping Policy. Any competitor infringing this policy, or refusing to take a test, will be disqualified and subject to any sanction(s) brought down by ASADA. A list of the prohibited substances will be available at registration. Clarification of any medication can be obtained via the ASADA hotline 13 000 ASADA (13 000 27232), or from <a href="https://www.asada.gov.au">www.asada.gov.au</a>.
- 10.2 The penalty for use of banned substance will be at the discretion of the Committee in accordance with the Golf NSW Code of Conduct.

# 11. Consumption of Alcohol

11.1 The consumption of alcohol by players and caddies on the course during a stipulated round is strictly prohibited. The penalty for breach of this Condition will be at the discretion of Committee in accordance with the Golf NSW Code of Conduct.

# 12. Suspension of Play (Note to Rule 6-8b)

12.1 The Specimen Condition on page 158 is in effect. All practice areas are closed during suspension for a dangerous situation (e.g. lightning) until the Committee has declared them open.

#### Note:

- o A suspension for a dangerous situation will be signalled by one prolonged air-horn note.
- O All other types of suspension will be signalled by three consecutive air-horn notes, repeated.
- o Resumption of play will be signalled by two short air-horn notes, repeated.

### 13. Returning of Score Card

- 13.1 A player's score is deemed to be officially returned when a player has completely left the recording area unless the player verbally informs the Scoring Official that they need to leave the recording area and will immediately return.
  - **Note 1:** Players must promptly return their score cards to the score recording area.
  - **Note 2:** Unless otherwise indicated in the Conditions of Competition for the specific Event, or by a notice at the Host Golf Course, the recording area is the club house of the Host Golf Course.

# 14. How to Decide Ties

- 14.1 Unless otherwise advised in the specific Conditions of the Competition for the State Event, ties will be decided as follows:
  - (a) Stroke Play In the event of a tie for first place, there will be a hole-by-hole "sudden death" playoff to decide the winner.
  - (b) Match Play In the event of a tied match, the stipulated round is extended by as many holes as required for a match to be won.

# 15. Results of the Competition - Competition Closed

- 15.1 Unless otherwise advised in the specific Conditions of the Competition for the State Event, the following provisions apply:
  - (a) Stroke Play The competition is closed when the trophy has been presented to the winner, or, in the absence of a prize ceremony, when all scores have been approved by the Committee.
  - (b) Match Play The result of a match is deemed officially announced when it has been officially recorded in the State Event Office.

# **PART D - MISCELLANEOUS**

# 1. Practice Rounds Prior to the State Event

Practice rounds, prior to Golf NSW State Events, are at the discretion of the Host Golf Course. Permission must be sought from the Secretary/General Manager of the Host Golf Course unless an official Practice round is organised by Golf NSW for players.

# 2. Database of Entrant's Details

2.1 The personal data contained in an entry is permanently retained by Golf NSW. This data may be utilised by Golf NSW or its sponsors for the distribution of correspondence, in both electronic and hard copy means. From time to time players may be sent Entry Forms, event literature, the Golf NSW e-newsletter, or marketing material by the sponsor(s) of Golf NSW events, or information about events conducted by Golf NSW-approved bodies. Upon receipt by Golf NSW of a written request, a player may either have access to their details, or have their details deleted from the database.

# 3. Exclusion of Liability

- 3.1 Upon entry into a Golf NSW event, player's agree to the following exclusion of liability:
  - (i) I am aware of and acknowledge that participation in this event, given the nature of the sport, entails risks of injury or death to persons (including myself) and damage to property. In particular (and without limitation) there is a risk of being hit by or hitting someone else with a golf ball.
  - (ii) I agree to expressly and voluntarily accept all risks associated with my participation in this event including (without limitation) the risks to myself of death or injury however caused which I could sustain while participating in this event and I voluntarily elect to participate in this event on that basis and despite such risks.
  - (iii) I irrevocably and unconditionally agree to release, discharge and hold harmless Golf NSW Limited, its directors, employees, volunteers, agents and contractors (together and separately the **Released Parties**) from any and all claims, actions, proceedings, losses, damages, costs, expenses or liabilities (together and separately **Claims**) that I may suffer or incur as a result of injury, death or damage to myself or any other person or any property whilst participating in

- this event (including (without limitation) those Claims arising out of the negligent or wilful act or omission of a Released Party).
- (iv) I will not sue or make any Claims against the Released Parties for any Claims that I suffer or incur as a result of my participation in this event.
- (v) I indemnify the Released Parties from and against any and all Claims suffered or incurred by or brought against the Released Parties in connection with or arising out of my attendance at or participation in this event.

# 4. Publicity

- 4.1 Golf NSW arranges publicity before, during and after tournaments in local, regional, State and national-based media, in print & electronic form, and on social media by live & recorded radio, photographs or by video and audio recording.
  - By entering the competition, the player (and their parent or guardian if the competitor is under 18), agrees to references and images of themselves during practice or play appearing and/or being used for editorial & commercial purposes by Golf NSW, and under licence, by any sponsor, government or commercial partner of Golf NSW.
  - All rights to written, visual or electronic content is reserved by Golf NSW and may only be used under licence.