

7/1/2023

**GIFTS AND ENTERTAINMENT POLICY**  
**OF**  
**USA Golf, INC.**

**1. Purpose**

USA Golf is committed to sustaining an ethical workplace free of conflicts of interest and perceived conflicts of interest. USA Golf therefore has adopted this Gifts and Entertainment Policy to provide instruction to USA Golf employees, board members, officers, committee members, task force members, hearing panel members, and volunteers regarding how to handle offers of gifts or other forms of entertainment from individuals or companies that do business with, or are interested in doing business with, USA Golf. Additionally, it provides instruction on the NGB extending gifts to third parties.

This policy should not be considered in any way as an encouragement to make, solicit or receive any type of gift or entertainment. Indeed, USA Golf employees, board members, officers, committee members, task force members, hearing panel members, and volunteers may not, under any circumstances, actively solicit any type of gift or entertainment. Further, USA Golf will not under any circumstances permit or authorize participation in any business gifts or entertainment that might be considered lavish, inappropriate or illegal. The only permitted gifts or entertainment are those outlined in this policy, and those gifts or entertainment must be properly disclosed.

**2. Applicability of Policy**

This Gifts and Entertainment Policy is applicable to all USA Golf employees, board members, officers, committee members, task force members, hearing panel members, contractors, and volunteers, as well as their spouses and immediate family members (“Affiliated Individuals”).

**3. Non-Gifts**

The following items/scenarios do not constitute a reportable gift or entertainment under this policy:

- a) Any item or event which is available to the general public and the Affiliated Individual pays fair market value for;
- b) Promotional items that are provided to all attendees at an event or items of nominal value (less than \$25.00 retail value);
- c) A gift or invitation extended by a relative or provided by an individual on the basis of personal friendship; individuals subject to this policy must be mindful of gifts and invitations based on friendship as opposed to gifts and invitations provided based on one's role with USA Golf;
- d) An item which may be publicly displayed or shared among USA Golf employees, such as flowers or cookies; or
- e) Food and/or beverage provided as meal or refreshment at a business meeting or reception attended by an Affiliated Individual as part of their official responsibilities, provided such food and/or beverage is reasonable for the event.

#### **4. Receiving Business Courtesies**

##### **a. Current Business Partners**

Affiliated Individuals may accept gifts from individuals and companies that currently do business with, or make donations to USA Golf as follows:

- i. Partner/sponsor/supplier products and partner/sponsor/supplier-branded products (e.g., logoed jackets) with a value of up to \$1,000 per Affiliated Individual, per year, per individual/company;
- ii. Other gifts with a value of no more than \$100 per Affiliated Individual, per year, per individual/company;
- iii. Invitations for the Affiliated Individual to attend sporting events with an individual/company representative
  - a. Travel to and from such events may only be accepted to the extent approved in advance by USA Golf's Executive Director .
- iv. On an infrequent basis, invitations for a spouse or family member to join the Affiliated Individual at sporting events with an individual/company representative;
  - a. Travel to and from such events for the spouse or family member may only be accepted to the extent approved in advance by USA Golf's Executive Director.

- v. Invitations to attend fundraising events with an individual/company representative at no cost to the Affiliated Individual;
- vi. Invitations to attend other social, educational, or entertainment events intended to enhance the business relationship, provided that the cost of the event does not exceed \$100 per Affiliated Individual, per event and \$400 total per Affiliated Individual per company, per year; and
- vii. Perishable or consumable gifts provided that the gift is reasonable and not unduly lavish.

b. Prospective Business Partners

Affiliated Individuals may accept gifts from individuals and companies that are not current business partners of USA Golf but that may or may not be seeking to engage in a business relationship with USA Golf as follows:

- i. Gifts with a value of not more than \$100 per Affiliated Individual, per year, per individual/per company;
- ii. Invitations for the Affiliated Individual to attend sporting events with an individual/company representative (but not travel to and from such events);
- iii. Invitations to attend fundraising events with an individual/company representative;
- iv. Invitations to attend other social, educational or entertainment events intended to promote the business relationship provided that the cost of the event does not exceed \$100 per Affiliated Individual, per event and \$200 total per Affiliated Individual, per individual/company, per year.

c. Limitations

Affiliated Individuals may accept gift certificates within the limits set forth in this policy, but may never accept cash or financial instruments, such as checks or stocks, in any amount from any source.

d. Disclosure and Approval

Affiliated Individuals must promptly disclose any and all gifts or invitations received in their capacity as an employee or representative of USA Golf to the Executive Director. Where the gift or invitation is made to the Executive Director, the requisite disclosure must be made to the Chair of the Board.

Prior to accepting invitations or gifts that include travel and/or overnight accommodations, written approval must be received from the Executive Director.

In the case of the General Counsel's or CEO's request for approval, such approval must be received from the Chair of the Board.

In the event that an Affiliated Individual receives a gift that exceeds the permissible limits, but is concerned that returning the gift may appear discourteous or it is not reasonably possible to refuse the acceptance of the gift (e.g., an anonymous gift, a gift being delivered by a third-party courier to the Affiliated Individual's office), the Affiliated Individual must provide the gift to the Executive Director. The receipt of these surrendered gifts, which will be donated to USA Golf or another designated charity, will be logged by Executive Director.

The Executive Director may, in consultation with the Affiliated Individual, to require that any gift(s) be surrendered and donated to USA Golf or another agreed-upon charity if the Executive Director believes that such gift(s) is not proper and/or creates an appearance of impropriety.

## **5. Extending Business Courtesies**

### **a. Current or Prospective Business Partners**

There may be times when an Affiliated Individual wishes to extend a gift or an invitation to attend a social event (e.g., reception, meal, sporting event, or theatrical event) to further or develop a business relationship.

In such instances, gifts may not exceed \$100 in value per person, per year, without the prior written approval of the Executive Director.

Invitations to events must be reasonable and appropriate. Topics of a business nature must be discussed at the event, and the Affiliated Individual must be present. The cost associated with such an event should not exceed \$100 per person/company per year, except with regard to sporting events and fundraising functions, without the prior written approval of the Executive Director. Moreover, such business entertainment with respect to any particular individual must be infrequent, which, as a general rule, means not more than four (4) times per calendar year. Any business entertainment in excess of this standard must be approved in writing by the Executive Director.

All such gifting and business entertainment must comport with the code of conduct or code of ethics of the recipient's organization.

USA Golf employees or Board members may give gift certificates within the limits set forth in this policy, but may never give cash or financial instruments, such as checks or stocks.

### **b. Government Employees**

The giving of gifts to federal, state, and local government employees is governed by a complex set of rules that is typically agency-specific. Generally, the giving of

gifts to government employees is very limited or prohibited. Before offering a gift to a government employee, of any value, you must receive the approval of the Executive Director in advance and in writing.

c. Disclosure And Approval

All gifts or invitations offered by an Affiliated Individual must be covered by the appropriate USA Golf budget and must be approved in advance by the appropriate USA Golf supervisor.

Any potential gifts or invitations extended that exceed the limits and/or parameters noted above must be disclosed to, and approved in advance and in writing by, the Executive Director before they may be offered. Disclosure may be submitted by email to the Executive Director.

**6. Policy Violations**

Violations of this policy may be reported to USA Golf by the processes outlined in the USA Golf's Whistleblower Policy. Violations will be referred to the Executive Director or the Chair of the Board and subject to appropriate disciplinary action, up to and including termination of employment.

**7. USA Golf Point of Contact**

If an Affiliated Individual is unsure of any of the requirements set forth in this policy or has questions regarding a specific situation related to gifts and entertainment, they should contact the Executive Director at [AndyLevinson@pgatourhq.com](mailto:AndyLevinson@pgatourhq.com).

USA GOLF GIFT DISCLOSURE FORM

Please complete this form immediately upon receipt of gifts<sup>1</sup> received in your capacity as an employee or representative of USA Golf.

Name: \_\_\_\_\_

- USA Golf Employee       USA Golf Board Member       USA Golf Volunteer
- USA Golf Committee Member       USA Golf Hearing Panel Member
- USA Golf Task Force Member       Athlete Representative
- Contractor
- Other (please specify): \_\_\_\_\_

Describe the gift(s) received:

- The value of the gift is estimated at \$\_\_\_\_\_. Note: This is a good faith estimate based on retail value. If the value cannot reasonably be estimated or determined, so state.
- Please describe the source of the gift (name and relationship to USA Golf) and under what circumstances it was received:
  - Current business partner: \_\_\_\_\_
  - Prospective business partner: \_\_\_\_\_
  - Other: \_\_\_\_\_
- Indicate below any matters pending or likely to arise in the future that might involve the donor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Certification: I certify that this gift was not solicited.

SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Send this completed form to: [INSERT NGB CEO CONTACT INFORMATION OR OTHER DESIGNATED RECIPIENT OF DISCLOSURES]

<sup>1</sup> USA Golf defines personal gifts as items of value provided by individuals and/or organizations with present or prospective business relationships with USA Golf. See USA Golf Gift and Entertainment Policy for exceptions to this definition.