

Scottish
Golf

CHANGES TO THE RULES OF AMATEUR STATUS

THE CHANGES

Golf's international governing bodies, the R&A and the United States Golf Association, have published a series of changes to the Rules of Amateur Status. The updated Rules will take effect worldwide on 1 January 2022. The new Rules were informed by golfer and golf industry feedback as part of a comprehensive review to ensure they continue to reflect how the modern game is played by millions of golfers around the world.

This work is the latest step by the governing bodies to make the Rules easier to understand and apply and follows the modernisation process of the Rules of Golf in 2019, and the launch of the World Handicap System in 2020.

This review, along with the global feedback received when the draft proposals were publicly shared in early 2021, reaffirmed amateur golf's important position in the game and the value in maintaining amateur status Rules.

The result is a set of Rules that remove many of the restrictions that previously applied to amateur golfers while ensuring the integrity of the game is protected by limiting the form and value of the prizes an amateur golfer can accept.

As part of the modernisation effort, the new Rules identify that only the following acts will result in a golfer losing their amateur status:

- ✓ Accepting a prize with a value exceeding the limit of £700.
- ✓ Playing in a golf competition as a professional.
- ✓ Accepting payment or compensation for giving instruction (although exceptions still apply such as assisting with Scottish Golf approved programmes).
- ✓ Accepting employment (including being self-employed) as a golf club or driving range professional.
- ✓ Holding membership of an association of professional golfers. (Note: Membership of a Tour does not in itself result in a breach of the Amateur Status Rules, provided the player joins as an amateur and provided the Tour permits amateur members. However, once a player is a member, they would forfeit their amateur status if they decide to accept a prize exceeding the limit of £700).



To achieve this simplified approach, the following key changes have been introduced:

- ✓ Distinguishing between scratch and handicap competitions in terms of the prizes that may be accepted.
- ✓ The prize limit applies to any tee-to-hole golf competition involving a score for a hole, regardless of where that competition is played (for example, on a golf course or a golf simulator).
- ✓ The prize limit does not apply to long drive competitions, competitions involving specific skills, trick shots and competitions that solely involve putting (unless the competition or shot is played during a tee-to-hole golf competition).
- ✓ Eliminating all advertising, expense-related and sponsorship restrictions.
- ✓ The period awaiting reinstatement to Amateur Status for former professional golfers has been decreased to 6 months (down from the current period of 1 or 2 years, where the length of time has been dependent on the period the player was a pro).

PRIZEMONEY & COMPETITION FORMATS

The prize limit applies to the following:

- ✓ Any tee-to-hole golf competition involving a score for a hole, regardless of where that competition is played (for example, on a golf course or golf simulator).
- ✓ Any skills competition where the shot is played during a tee-to-hole golf competition.
- ✓ The total prizes accepted in a single competition or multiple competitions being conducted at the same time (for example, individual and team competitions).

Note: For a non-monetary prize, the value of that prize is the price at which the item is generally available to purchase from a retail source at the time the prize is accepted.

There are no limits on the value of prizes or prize money for:

- ✓ A hole-in-one of at least 50 yards when it is made during a tee-to-hole golf competition.
- ✓ A hole-in-one of any distance when it is made outside a tee-to-hole golf competition.
- ✓ Any of the following when they are NOT conducted during a tee-to-hole golf competition: long drive competitions, target competitions, competitions involving specific skills, trick shots, and competitions that solely involve putting.

Note: The cost of a metal or glass trophy, or a similar prize, is not restricted by the £700 limit and may be of any value.

Handicap Competitions

For the purposes of the Rules of Amateur Status any competition that is not a scratch competition is, by default a handicap competition. Common examples of handicap competitions include competitions where:

- ✓ Handicaps are not applied to players scores, but divisions or flights are created based on player handicaps. While such a competition is played on a scratch (gross) scoring basis, the Rules treat such a competition as a handicap competition.
- ✓ The scratch (gross) and handicap (net) competitions are conducted at the same time or as part of the same round or rounds.
- ✓ One or more rounds of the same competition are played as scratch and one or more are played applying handicaps to scoring.
- ✓ Handicaps are applied to scoring at one stage, but not at all stages, of a multi-stage to competition.
- ✓ For handicap competitions, there will be no capacity to earn prize money at all, only prize vouchers, equipment or any other kind of merchandise or non-golf related prizes (night in a hotel etc).

Scratch Competitions

An amateur playing in a scratch competition (including a scratch competition conducted by a golf club or facility) is allowed to accept any prize (including prize money) up to a limit of £700 in value.

- ✓ For the purposes of the Rules of Amateur Status, a scratch competition must be conducted using scratch (gross) scores only. A player's handicap or their handicap index may not be used for scoring related functions.
- ✓ In a scratch competition, handicaps may be used to limit who is eligible to enter, such as allowing entry only to players with a WHS Handicap Index of 5.0 or better.
- ✓ Regardless of how much prize money an amateur competes for (and whether they are playing in a field that includes both amateurs and professionals), the player will only forfeit their amateur status if they accept a prize in excess of the £700 limit.

Note: The organisers of professional events may put conditions in place that restrict who is eligible to receive prize money. For example, some organisers may choose to only make prize money available to players who declare themselves to be professionals to before the start of the event.



PROMOTION & ADVERTISING: NAME, IMAGE, LIKENESS

The new rules will remove the current restrictions on how an amateur golfer may benefit from their name, image or likeness (NIL), including but not limited to the receipt of expenses. A golfer can also disclose or publicly reference the source of their assistance.

Since the introduction of NCAA NIL rule changes on 1 July 2021, NCAA athletes across all sports average the following income amounts through NIL contracts:

NCAA Division I

Average Income:

\$471

NCAA Division II

Average Income:

\$81

NCAA Division III

Average Income:

\$48

Other items that you may like to consider in exchange for a brand utilising your NIL could include:

- ✔ Tournament invite(s) into an event in which they sponsor (nationally or internationally).
- ✔ Assistance to cover coaching costs.
- ✔ Access to a gym, strength and conditioning coach or other services that you were previously paying for.
- ✔ Tournament expenses – entry fees, travel, accommodation.
- ✔ Realistic financial compensation.

SCENARIO 1

XY golf brand would like you to be a part of a scripted promotion for their newest technology and other promotional activities throughout the year as an ambassador. In exchange they have offered to provide you with a free set of clubs.

OUTCOME: With the new rules, you can enter into an agreement with an equipment company and be part of their promotional activities without these actions affecting your amateur status. You may value your NIL at a higher cost than a set of new clubs, so you may enter into negotiations with them to receive additional compensation from this agreement.

The owner of a golf simulator has asked you to be an ambassador of their business and their new format of golf by using your name and image as a way to promote their concept to the masses. They want to compensate you £2,000 a month for 6 months to be used at your discretion.

OUTCOME: Within the new rules, you would be able to accept this compensation and publicly endorse their business even if the amount is in excess of your golf-related expenses.

SCENARIO 2**SCENARIO 3**

A golf statistics company wants to use your Twitter following to bring awareness to their stats program. They offer you free access to the program, plus £5 per post you make on Twitter when promoting their product.

OUTCOME: You would not be in breach of the Rules by benefiting from your likeness by promoting a golf product through your digital platforms and receiving compensation.

A car company has asked you to be involved in a 2-day corporate golf day that they are hosting for their clients and will compensate you £500.00 per day (£1,000.00 total) for your time to be involved. You will be playing 18 holes with some of their most important clients and will be the only elite amateur among 15 other professionals also involved in the event.

OUTCOME: Accepting appearance fees as an amateur is freely permitted under the new Amateur Status Rules.

SCENARIO 4**SCENARIO 5**

A member of your local club has been following your amateur career and would like to assist you in covering your expenses to play tournaments internationally as she understands the high costs associated with these trips. She would like to give you £5,000.00 to cover your golf related expenses, and expects nothing from you except updates from your trip. You have some success on your trip, and would like to publicly thank her for her financial support and contribution to your development.

OUTCOME: Under the new rules, you are able to publicly disclose the source of your assistance without your amateur status being called into question.



ADVERTISING

Whilst the Rules do not place any restrictions on the number or size of commercial logos that amateur golfers may have on their clothing or equipment, it is permissible for the organiser of a competition to place restrictions on the commercial identification allowed on clothing and equipment. For example, competition organisers could limit the size and location of commercial logos that are displayed on amateur golfers' clothing or equipment (or caddies' clothing or equipment) or they could stipulate that players and their caddies must not promote or advertise within certain categories of businesses. As a result, amateur golfers are encouraged to check event policies in advance to determine whether any restrictive policies are in place.

Note: Option for competition organisers to operate a condition that restricts commercial identification on clothing or equipment.

NCAA: NAME, IMAGE, LIKENESS

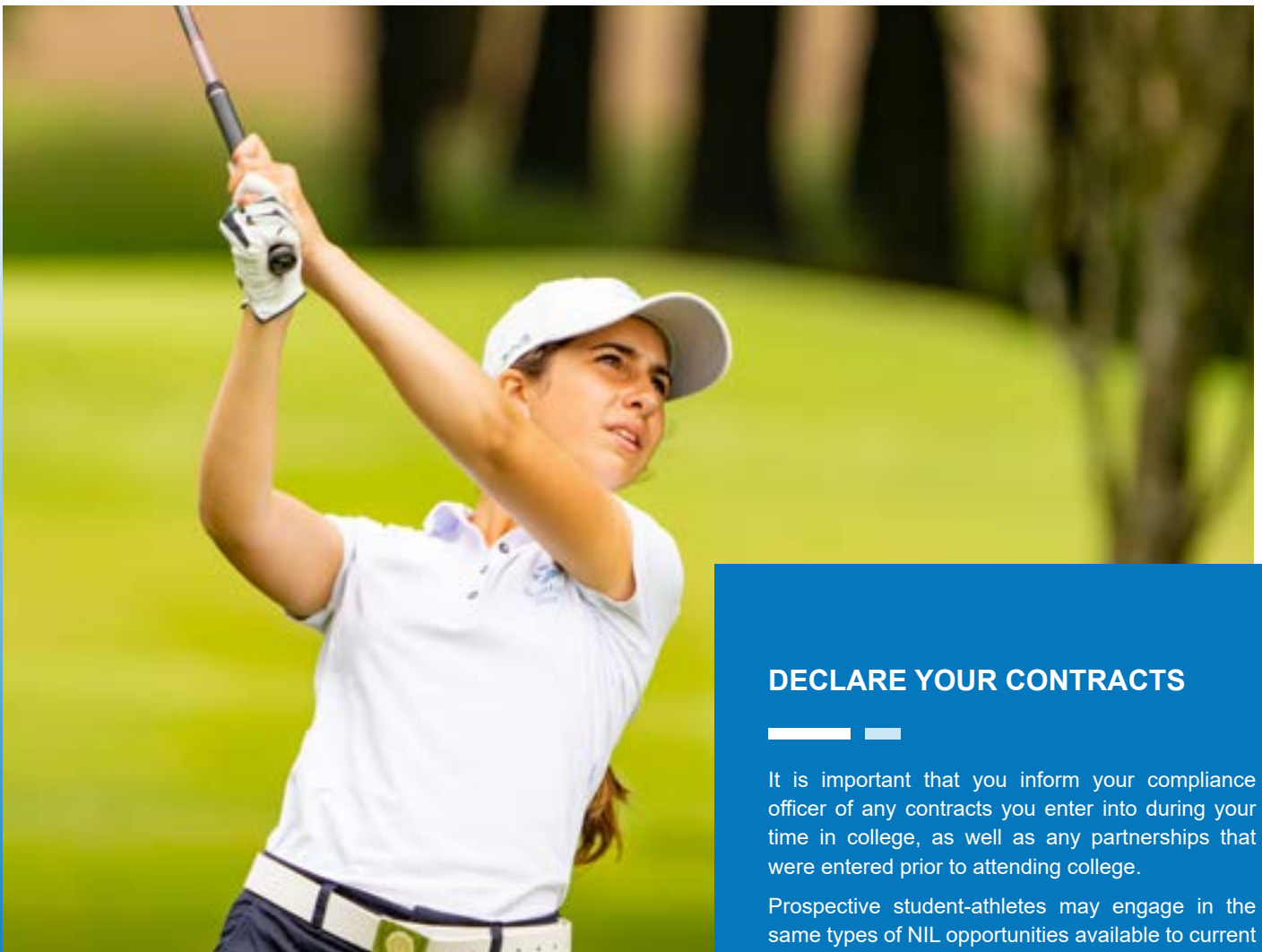
INTERNATIONAL STUDENT ATHLETES (F-1 VISA)

International student-athletes may have their immigration status and ability to remain in the US long or short term affected by the new NCAA NIL rules.

Under this visa, athletes are not allowed to be paid for work outside of certain approved types of employment through their institution.

To avoid status violation, F-1 student athletes should consult with their International Student Advisor, Office of Athletic Compliance, or consult an immigration officer before entering into any NIL agreements.

It is also advised that student-athletes review the NAFSA website in regards to NIL regulations for US visa holders to ensure they are accessing the most up-to-date information available.



DECLARE YOUR CONTRACTS

It is important that you inform your compliance officer of any contracts you enter into during your time in college, as well as any partnerships that were entered prior to attending college.

Prospective student-athletes may engage in the same types of NIL opportunities available to current student-athletes under the interim NIL policy without impacting their NCAA eligibility. However, NIL opportunities may not be used as a recruiting inducement or as a substitute for pay-for-play.



PERFORMANCE FUNDING & INTERNATIONAL REPRESENTATION

It is important to understand how signing a contract with a company could be a conflict to the Scottish Golf player agreement that you will be required to sign to become part of the Scottish Golf national programme.

At national and international events where you are competing as a Scottish Golf representative, it is important that you are aware of your responsibilities and ensure you meet them to the best of your abilities.

As a courtesy, you should declare any sponsorship agreements you have entered into with Scottish Golf's Performance Programme Manager.

EXAMPLE

A clothing company would like to enter into a contract where they supply you with £5,000 worth of clothing over the next 3 years. A condition within this contract is that you are required to wear the company's brand at all international and domestic tournaments.

In year 3 of this contract, you are selected to represent Scotland at the World Amateur Team Championship. A requirement of you representing Scotland is that you must wear Scottish Golf branded kit. As the Scottish Golf branded kit is not the same brand of clothing that you have an ongoing contract with, this can create a conflict.

Signing long-term contracts can have pitfalls and may cause you to miss out on future representative opportunities, as well as additional sponsorship opportunities. Ensure you read through all contracts thoroughly and have an understanding of all the obligations of that contract and the long-term effects it may have on your career.



EXPENSES

The Rules no longer include restrictions on how an amateur covers their expenses, including whether such assistance is provided to the amateur in exchange for involvement in promotional or advertising activities (see Promotion and Advertising).

INSTRUCTION

An amateur golfer can provide instruction through digital forms, which includes social media, so long as the instruction is one way.

You, an amateur golfer, create an instructional video on how to hit a bunker shot and upload it to your YouTube channel for consumption by your paid subscribers.

OUTCOME: An amateur golfer may receive payment or compensation for posting blogs or videos on instruction. But if any form of payment or compensation is involved, you must not respond directly to specific individuals or groups of golfers to assist them with the mechanics of swinging a golf club and hitting a golf ball. This means that the golfers will have to determine for themselves how best to incorporate your instruction into their own swing.

You decide you would like to make some extra money while you are on the road and post on social media that you will analyse your follower's swings and provide tips to help them improve for a small fee.

OUTCOME: As this instruction would be specific to a single individual and would replicate the two-way communication of a traditional lesson, and you would be receiving compensation, it would not be an accepted form of instruction under the Rules of Amateur Status.

The PGA professional at your local golf club delivers a number of programmes successfully and has seen the numbers grow to the point that he simply cannot keep up. You think you'd like to get involved with the programmes and the PGA pro would appreciate the help, however you are unsure of whether your involvement will jeopardise your amateur status and whether or not you are able to receive payment.




SOLUTION

If the programme with your local PGA professional are an approved programme supported by Scottish Golf, you would have the ability to provide instruction.

The intent of the rule is to encourage greater delivery of programmes aimed at introducing and engaging people in golf. The Rule is not intended to enable amateur golfers to set up a business to provide golf instruction full-time as this is the role of qualified PGA professionals.



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