

**SOCIAL MEDIA GUIDELINES
FOR MANUFACTURERS OF ENDEMIC GOLF EQUIPMENT
THAT SPONSOR PGA TOUR® PLAYERS**

PURPOSE. These Guidelines establish the terms on which manufacturers of endemic golf equipment that sponsor PGA TOUR players (“**Players**”) may use the names, logos and other intellectual property of the PGA TOUR and its tournaments in social media, including Facebook, Twitter, Instagram, Vine, YouTube, and Google+ as well as blogs (“**Social Media**”). The PGA TOUR, in recognition of the importance of manufacturers of endemic golf equipment to its players and the game of golf, desires to make certain accommodations to manufacturers with respect to the use of the PGA TOUR’s intellectual property, while protecting the rights of the PGA TOUR and its tournaments and partners.

MANUFACTURERS OF ENDEMIC GOLF EQUIPMENT. These Guidelines apply to manufacturers of endemic golf equipment (“**Manufacturers**”), meaning golf products that golfers use or wear “inside the ropes” during golf competition, which would not normally be used or worn outside the ropes, including golf balls, golf clubs, shoes with spikes, grips, shafts, gloves, tees, and similar equipment considered on a case-by-case basis, but excluding apparel.

SOCIAL MEDIA CREDENTIALS. If a Manufacturer that sponsors one or more Players desires to post to Social Media from a tournament site, the Manufacturer must have the appropriate PGA TOUR-issued credential.

THE GUIDELINES.

1. **Focus of Posts.** The focus of any Social Media post, tweet or other communication (“**Post**”) by a Manufacturer that references the PGA TOUR or any tournament should be to promote the Manufacturer’s sponsored Player(s), not to promote the Manufacturer’s products or merely its brand.
2. **Product References.** The names, logos and other intellectual property of the PGA TOUR and its tournaments may not be used in any Post that refers to a Manufacturer’s products. For example, a Manufacturer may not say, “Player Y won the Sony Open using the new XYZ Driver.” Likewise, equipment counts and similar statistics using the name of the PGA TOUR or any tournament – e.g., a PGA TOUR Year-to-Date or Honda Classic Ball Count – Manufacturer X: 100; Competitor Y: 25 – are prohibited. Also, references to a piece of equipment being the #1 piece of equipment on the PGA TOUR or at a tournament, and similar references, are prohibited.
3. **Use of PGA TOUR Name.** A Manufacturer may refer to the PGA TOUR, only in the text of a Post and not in the account name, heading or title (if applicable), to the minimum extent needed to identify the sponsored Player as a PGA TOUR Player. For example, “PGA TOUR® player X played college golf at the University of Florida.”
4. **Use of Tournament Names.**
 - The PGA TOUR will not object to a Manufacturer making reference in a Post to a tournament to the minimum extent needed to identify the sponsored Player’s participation or performance in the tournament. For example, “Player Y arrived this morning at the Wells Fargo Championship,” or “Player X is leading The Honda Classic.”
 - Any reference to a tournament in Social Media should include the complete tournament name, including the title and/or presenting sponsor. If a complete reference to a tournament name is not practicable or not generally used on a certain Social Media platform (e.g., Twitter), a Manufacturer should use the official tournament hashtag or account name for that platform, subject to Paragraph 5.
5. **Hashtags and Account Names.** A Manufacturer may use official PGA TOUR hashtags and account names in Posts (e.g., #PGATOUR, #FedExCup, @PGATOUR). In addition, the PGA TOUR will not object to a Manufacturer using official tournament hashtags and account names. However, the Posts should focus on the Manufacturer’s sponsored Player(s), should not imply an association with the PGA TOUR or tournament, and should not affect the PGA TOUR’s and/or tournament’s control of its hashtags.
6. **Use of PGA TOUR and Tournament Logos.** The use of any PGA TOUR logo or tournament logo by Manufacturers in Social Media requires the prior written consent of the rights holder(s): the PGA TOUR and/or the relevant tournament organizer and title sponsor.

- 7. Links/Retweets.** A Manufacturer may link in Social Media to, and tweet and retweet, content on PGA TOUR's digital platform, including content on PGATOUR.com, the PGA TOUR's YouTube page, and PGA TOUR Posts.
- 8. Notices.** Where appropriate and feasible, proper trademark usage and notices (e.g., PGA TOUR®) are required.
- 9. On-Site Photography.**
- A Manufacturer may not take photos, including via a mobile device, at a tournament site, or use such photos in Social Media, including on non-competition days, unless the Manufacturer has obtained the appropriate credentials from the PGA TOUR, has entered into an on-site photography agreement with the PGA TOUR, and uses such photos in accordance with the terms of such credentials and agreement.
 - A Manufacturer may not use any on-site competition photo in Social Media unless such right has been obtained from the PGA TOUR's exclusive photography licensee (currently Getty Images) and such use is approved by such licensee and/or the PGA TOUR. Without limiting the foregoing, a Manufacturer may not re-Post, retweet or otherwise use photos taken by fans at tournaments in Social Media.
- 10. On-Site Video.**
- A Manufacturer may not capture video, including via a mobile device, at a tournament site, or use such video in Social Media, including on non-competition days, unless the Manufacturer has obtained the appropriate credentials from the PGA TOUR, has entered into an on-site filming agreement with the PGA TOUR, and uses such video in accordance with the terms of such credentials and agreement.
 - A Manufacturer may not use video footage of a tournament in Social Media, including any GIF created from such footage, unless the Manufacturer has licensed the footage from the PGA TOUR in writing and uses such footage in accordance with the terms of such license. Without limiting the foregoing, a Manufacturer may not re-Post, retweet or otherwise use videos taken by fans at tournaments in Social Media.
- 11. Co-Branding.** In any Post referencing the PGA TOUR or a tournament, a Manufacturer may not use or display the name or mark of, or otherwise promote or advertise, any third-party business or product.
- 12. Player Consent.** A Manufacturer must obtain a Player's consent to use his name and/or likeness.
- 13. FTC Guidelines.** A Manufacturer must comply with all applicable laws and guidelines of the Federal Trade Commission in any advertisement where the name, mark or other intellectual property of the PGA TOUR or a tournament is used, including any equipment count approved in writing by the PGA TOUR.
- 14. False Association.** Without limiting the foregoing Guidelines, a Manufacturer may not use the name, logo or other intellectual property of the PGA TOUR or a tournament in any manner that creates a false association or implies a marketing relationship between the Manufacturer and the PGA TOUR or a tournament.

APPLICABILITY. These Guidelines apply to all tours sanctioned or co-sanctioned by the PGA TOUR, including the PGA TOUR, PGA TOUR Champions, Korn Ferry Tour, PGA TOUR Canada, PGA TOUR - Latinoamérica and PGA TOUR China Series, and their tournaments and players, but not to THE PLAYERS Championship, the World Golf Championships or The Presidents Cup (Manufacturers should contact the PGA TOUR regarding the use of the name and other intellectual property of such events in Social Media). In addition, the intellectual property and other rights of certain tournaments involving the PGA TOUR, including the major championships, are not controlled by the PGA TOUR.

INTERPRETATION, MODIFICATION AND ENFORCEMENT. These Guidelines will be interpreted by the PGA TOUR, and may be modified or revoked by the PGA TOUR at any time, in its sole discretion. These Guidelines are not intended and do not serve as a waiver of any intellectual property or other rights of the PGA TOUR. The PGA TOUR may revoke any credentials of a Manufacturer, or deny credential requests of a Manufacturer, for a violation of these Guidelines in its sole discretion, without limiting any remedies available to the PGA TOUR at law or in equity.

(end of Guidelines)