



The Coalition of
**MAJOR
PROFESSIONAL
& PARTICIPATION
SPORTS**



**Joint Select Committee on Gambling Reform
Extracts from Codes of Conduct of COMPPS Members**



Australian Football League

1.5A Powers of the Commission and General Manager – Football Operations

The Commission and the General Manager – Football Operations shall, in furtherance and not in limitation of any other power conferred upon them by the AFL Rules & Regulations, have the power in their discretion:

- (a) To inquire into, investigate and deal with any matter in connection with the AFL or the AFL Rules & Regulations or appoint any other person to do so;
- (b) Subject to Rule 1.5B, to require and obtain production and take possession of all documents, records, articles or things in the possession or control of a Person that are relevant to any inquiry or investigation;
- (c) Subject to Rule 1.5B, to require access to the premises occupied by or in control of a Club for the purpose of any inquiry or investigation;
- (d) Subject to Regulation 1.9, to impose any sanction on any Person contravening the AFL Rules & Regulations on any terms or conditions seen fit or to otherwise deal with such matter in any manner they in their absolute discretion think fit;
- (e) To refer any matter concerning an alleged breach of the AFL Rules & Regulations for hearing and determination by the Tribunal or other body or person appointed by the Commission;
- (f) To determine all questions arising or objections made in relation to a Match or the AFL Competition;
- (g) Subject to Rule 1.5B, to stand down any Person subject to an inquiry or investigation from participating in or in connection with the AFL Competition;
- (h) To exercise any other powers conferred by the AFL Rules & Regulations;
- (i) To delegate any of their powers under the AFL Rules & Regulations.

1.5B Limitations on Powers

- (a) The powers conferred in Rule 1.5A(b), (c) and (g) shall only be exercisable where the inquiry or investigation is in connection with:
 - (i) football competition matters;
 - (ii) the integrity or fairness of the AFL Competition; or
 - (iii) conduct which may be unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute.

- (b) The powers conferred in Rule 1.5A(b), (c) and (g) shall only be exercisable where in the opinion of the Commission or the General Manager – Football Operations:
 - (j) there is a reasonable suspicion that a breach of a relevant AFL Rule & Regulation may have occurred; and
 - (ii) in the case of sub-Rule (g), the exercise of the power would be a proportionate response.
- (c) Save as provided in this sub-Rule, the AFL will use reasonable endeavours to keep any information obtained under Rule 1.5A(b) confidential. Information may only be used or disclosed for purposes related to investigating or prosecuting breaches of the AFL Rules & Regulations and in reporting any reasonable suspicion of corrupt or criminal conduct to relevant authorities. Without limiting the foregoing, relevant information may be disclosed to the public where it is reasonable to do so in the interests of the open administration of AFL disciplinary processes.

1.6 General Offences

A Person must not:

- (a) give any false or misleading evidence to any hearing, investigation, inquiry or appeal conducted under the AFL Rules & Regulations;
- (b) make any false or misleading statement or declaration in connection with the administration or control of the AFL Competition;
- (c) obstruct, delay or hinder any AFL Official in connection with the performance of his or her duties;
- (d) disobey any reasonable direction of an AFL Official in connection with the performance of his or her duties;
- (e) engage in any improper or insulting behaviour at any time towards any AFL Official in relation to his or her duties;
- (f) refuse or fail to attend or give evidence as directed at any inquiry, meeting hearing or appeal when requested to do so;
- (g) refuse or fail to fully co-operate with any investigation conducted by the AFL under the AFL Rules & Regulations;
- (h) refuse or fail to produce any document, record, article or thing in the Person's possession or control that are required to be produced in accordance with these Rules;
- (i) attempt to commit, or incite another person to commit, or conspire with any other person to commit, or be a party to another committing any breach of the AFL Rules & Regulations.

1.7 Privilege

Notwithstanding Rule 1.8(f), 1.8(g) and 1.8(h), a Person interviewed as a suspect, charged or arrested in respect of a criminal offence shall not be required to produce any information, give any evidence or make any statement if they establish that to do so would breach any privilege against self-incrimination, or legal professional privilege. This Rule does not limit any other AFL Rule & Regulation.

10.1 Registration of Club Football Officials

- a) A Club Football Official must be registered with the AFL in accordance with this Regulation within fourteen days of being appointed by a Club.
- b) A person and Club may apply in writing for eligibility for the person to be registered as a Club Football Official for the Club. Such application must be in the form prescribed by the General Manager – Football Operations.
- c) It is a requirement for the granting of registration under paragraph (b) that an applicant is of good reputation and character and is a fit and proper person to perform the duties specified in the application.
- d) The General Manager – Football Operations may in his absolute discretion without giving reasons:
 - i) refuse an application for registration; or
 - ii) grant a registration on such terms and conditions as he thinks fit.
- e) The General Manager – Football Operations may at any time suspend, vary or revoke a registration, including without limitation where the applicant ceases to meet the requirements to be so registered.

Sanction: Up to 20 Units, payable by the Club

19A. GAMBLING

19A.1 Players

The obligations imposed upon a Player under this Regulation 19A are in addition to the obligations of a Player under the standard playing contract.

19A.2 Corrupt conduct

A person must not contrive or attempt to contrive the result of a Match or any aspect of a Match or any contingency related to the AFL Competition ("AFL Contingency") in exchange for any bribe, benefit or reward.

19A.3 No Gambling

A person must not:

- (a) bet or wager on any AFL Contingency;
- (b) have an interest in any bet or wager on any AFL Contingency or have someone else place a bet or wager on their behalf;
- (c) facilitate or assist the making of a bet or wager on an AFL Contingency; or
- (d) without the prior permission of the AFL, encourage, induce, advertise or promote betting on an AFL Contingency.

19A.4 Inside information

A person must not disclose or provide any information, advice or opinion to any other person about the Teams playing in any Match (including but not limited to, the actual or likely composition of the Team, Players injuries, the form of Players and tactics), unless the person can establish to the satisfaction of the AFL that:

- (a) such information was already in the public domain or given in a bona fide media interview; or
- (a) the information was provided neither:
 - (i) for the purpose of betting or wagering by any person on an AFL Contingency; nor
 - (ii) recklessly as to whether it would be used for betting or wagering by any person on an AFL Contingency; nor
 - (iii) for consideration or reward.

19A.5 Performance on merits

A person, being a Player, Coach or assistant Coach, must at all times perform on their merits, and must not induce or encourage any Player, Coach or assistant Coach not to perform on their merits, in any Match or in relation to any aspect of a Match for any reason whatsoever.

19A.6 Notification

- (a) Any person who directly or indirectly, formally or informally receives an approach from any other person, corporation or entity, to engage in any conduct prohibited by this Regulation, must within 24 hours of first receiving such approach, advise and provide a written statement containing full details of such approach, to the General Manager – Football Operations.

19A.7 Application

- (a) For the purposes of this Regulation 19A:
 - (i) "person" includes a Club, social club associated with a Club, Player, person registered under Regulation 13.3A, director of a Club, any employee, servant or agent of a Club or any volunteer who has any role in the administration of a Club.
 - (ii) "AFL Contingency" means any contingency related to or in any way connected with the AFL or the AFL Competition.
- (b) A Club must provide to the AFL upon request the names and other personal details of persons to whom this Regulation to enable the AFL to provide such information to betting agencies for the purposes of monitoring compliance with this Regulation.
- (c) A Club must ensure that all relevant persons comply with the provisions of this Regulation and procure the consent of any relevant person to the provision of information in accordance with paragraph (b).

Sanction: Any person, who does not fully and strictly comply with the provisions of this Rule, shall be dealt with in such manner as the Commission or General Manager – Football Operations in their absolute discretion think fit and without limiting their power they may:

- (i) impose a monetary sanction of up to 100 units on the person or the relevant Club; and/or
- (ii) prohibit a person from competing in or attending the AFL Competition for any period of time; and/or
- (iii) require any person to attend counseling or any course in relation to responsible gambling

Australian Rugby Union

Australian Rugby Union
Code of Conduct By-Laws

1 Interpretation

In these By-Laws:

“**ARU**” means the Australian Rugby Union Ltd;

“**Bookmaker**” means a person or organisation in the business of receiving, negotiating, or settling bets;

“**Competition**” means any match played as part of a structured competition or series, a trial match, a friendly match, a match against a visiting team from another union or matches, trials or any other competitions involving a Rugby Body;

“**game**” means rugby football;

“**Laws of the Game**” means the Laws of the Game of the International Rugby Board;

“**Member Union**” means a union in membership of the ARU;

“**officer**” means a director, other officer or employee of the Rugby Body;

“**participant**” means a player (including an amateur or non-contract player), a referee, touch judge or other match official, a selector, coach, trainer, manager or other team official, or an individual involved in the organisation, administration or promotion of Rugby Football including a director, other officer or employee of a Rugby Body;

“**Rugby Body**” means the ARU, any Member Union or Affiliated Union of the ARU, or any Rugby Union, Club or other body in membership with or affiliated to a Member Union or Affiliated Union;

“**Rugby-related conduct**” includes behaviour which occurs outside the playing enclosure that may damage the image of Rugby Football or which may impair public confidence in the integrity and good character of participants, including, but not limited to, conduct during travel to or from either Rugby Football games or authorised tours (whether within Australia or overseas), conduct when on tour, conduct at Rugby functions and promotional events and other conduct where a participant is involved in activities connected with the ARU or its sponsors;

words in the singular include the plural and vice versa; and

a reference to a gender includes the other genders.

2 **Object of By-Laws**

The ARU is committed to promoting and strengthening the positive image of Rugby Football and its participants in Australia. In light of this commitment, the Code of Conduct seeks to establish standards of performance and behaviour to ensure that participants act in a professional and proper manner and to ensure that the game is played and conducted with disciplined and sporting behaviour. The Code of Conduct also seeks to deter all on-field and Rugby-related conduct that could damage the game of Rugby Football by impairing public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of participants. In addition, these By-Laws seek to ensure that every Participant is liable to effective sanctions if they are found to have breached the Code of Conduct.

3 **Code of Conduct**

All participants in the game are bound:

- (a) not to bet or otherwise financially speculate, directly or indirectly, on the outcome or on any other aspect of a Rugby Football match or Competition which he or she is either involved in (whether as a player, official or in any other capacity) or connected to;
 - (i) not to throw or fix a match, try to achieve a contrived outcome to a match or a Competition, or otherwise influence improperly the outcome or any other aspect of a match or a Competition;
 - (ii) not to provide information to a Bookmaker about a match or any aspect of a match which he or she is either involved in (whether as a player, official or in any other capacity) or connected to;
- (b) not to seek or accept a bribe or other benefit to do anything mentioned in sub-paragraphs (i) and (ii);
- (c) to report immediately to the ARU any offer of a bribe or other benefit to do anything mentioned in paragraph (i) and (ii) or any attempt by any other person to do anything mentioned in paragraphs (a) ,or (b);
- (d) to promote the reputation of the game and to take all reasonable steps to prevent the game from being brought into disrepute;
- (e) not to engage in any Doping Practice as defined in the ARU's Doping By-Laws;
- (f) to comply with the ARU's Safety Directives for Referees, Coaches and Players;

- (g) not to repeatedly breach the Laws of the Game relating to Foul Play or Misconduct;
- (h) not to abuse, threaten or intimidate a referee, touch judge or other match official, whether on or off the field, or a selector, coach, manager or other team official;
- (i) not to show unnecessary obvious dissension, displeasure or disapproval towards a referee, touch judge or other match official, his or her decision or generally following a decision of a match official;
- (j) not to use crude or abusive language or gestures towards referees, touch judges or other match officials or spectators;
- (k) not to do anything which is likely to intimidate, offend, insult or humiliate another participant on the ground of the religion, sexual orientation, disability, race, colour or national or ethnic origin of the person;
- (l) not to conduct themselves in any manner, or engage in any activity, whether on or off the field, that would impair public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of participants; and
- (m) not to do anything which adversely affects or reflects on or discredits the game, the ARU, any Member Union or Affiliated Union of the ARU, or any squad, team, competition, tournament, sponsor, official supplier or licensee, including, but not limited to, any illegal act or any act of dishonesty or fraud.

4 **Officers of a Rugby Body**

An officer must, in relation to the Rugby Body of which he or she is an officer:

- (a) act in good faith and in the best interests of the Rugby Body;
- (b) avoid all conflicts of interest between:
 - (i) the interests of the Rugby Body; and
 - (ii) his or her own interests or the interests of any other person, including another Rugby Body; and
- (c) not disclose to any person or use for his or her own purposes confidential information obtained as a result of the officer's relationship with the Rugby Body, including but not limited to deliberations of the board of directors or other governing organ of the Rugby Body.

5 Duty to Comply

Each Member Union and each Affiliated Union is obliged:

- (a) to comply with, and to require Rugby Unions, Clubs and other bodies and persons in membership with it or affiliated to it to comply with, these By-Laws; and
- (b) to adopt the Procedures for Monitoring and Disciplining Breaches of the Code of Conduct set out in the Appendix to these By-Laws for monitoring compliance with, and imposing sanctions for breaches of, these By-laws by participants under its jurisdiction or the jurisdiction of Rugby Unions, Clubs and other bodies in membership with it or affiliated to it.

A person may be an officer of more than one Rugby Body, in which case it is important for the person to distinguish the separate capacities in which he or she acts as an officer; for example, a director of the ARU, when acting in that capacity, must act in the best interests of the ARU in preference to the interests of any other Rugby Body of which he or she is an officer.

Cricket Australia

ICC ANTI-CORRUPTION CODE FOR PLAYERS AND PLAYER SUPPORT PERSONNEL

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Article 1 - Introduction, Scope and Application

- 1.1 The ICC has adopted this Anti-Corruption Code in recognition of the following fundamental sporting imperatives:
 - 1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.
 - 1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core. It is the determination to protect that essence of cricket that has led the ICC to adopt the Anti-Corruption Code.
 - 1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve participants in such practices. Even where that risk is more theoretical than practical, its consequence is to create a perception that the integrity of the sport is under threat.
 - 1.1.4 Furthermore, it is of the nature of this type of misconduct that it is carried out under cover and in secret, thereby creating significant challenges for the ICC in the enforcement of rules of conduct. As a consequence, the ICC needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require Players and Player Support Personnel to cooperate fully with all investigations and requests for information.
 - 1.1.5 The ICC is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of an International Match or ICC Event.
- 1.2 The Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases where an issue arises that is not expressly addressed in the Anti-Corruption Code. Such interpretation and application shall take precedence over any strict legal or technical interpretations of the Anti-Corruption Code that may otherwise be proposed.

- 1.3 All Players and Player Support Personnel are automatically bound by and required to comply with all of the provisions of the Anti-Corruption Code. Accordingly, by their participation (in the case of a Player) or assistance in a Player's participation (in the case of a Player Support Personnel) in an International Match, such Players and Player Support Personnel shall be deemed to have agreed:
 - 1.3.1 for purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of the Anti-Corruption Code, and shall confirm such agreement in writing upon demand;
 - 1.3.2 that it is their personal responsibility to familiarise themselves with all of the requirements of the Anti-Corruption Code, including what conduct constitutes an offence under the Anti-Corruption Code, and to comply with those requirements;
 - 1.3.3 to submit to the authority of the ICC (including as delegated to any member of the ACSU) to adopt, apply, monitor and enforce the Anti-Corruption Code;
 - 1.3.4 to submit to the exclusive jurisdiction of any Anti-Corruption Tribunal convened under the Anti-Corruption Code to hear and determine charges brought by the ICC and/or related issues under the Anti-Corruption Code;
 - 1.3.5 to submit to the exclusive jurisdiction of any CAS panel convened under the Anti-Corruption Code to hear and determine appeals made pursuant to the Anti-Corruption Code; and
 - 1.3.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the Anti-Corruption Tribunal and the CAS.
- 1.4 Each Player and Player Support Personnel shall continue to be bound by and required to comply with the Anti-Corruption Code until he/she has not participated (in the case of a Player) or assisted in a Player's participation (in the case of a Player Support Personnel) in an International Match for a period of three (3) months. The ICC shall continue to have jurisdiction over him/her under the Anti-Corruption Code thereafter in respect of matters taking place prior to that point.
- 1.5 Without prejudice to Articles 1.3 and 1.4, the ICC (through the ACSU) and the National Cricket Federations shall be responsible for promoting Anti-Corruption Code awareness and education amongst all Players and Player Support Personnel.

- 1.6 It is acknowledged that certain Players and Player Support Personnel may also be subject to separate anti-corruption rules of National Cricket Federations applicable at a national level, and that the same conduct of such Players and Player Support Personnel may implicate not only the Anti-Corruption Code but also such other anti-corruption rules that may apply. For the avoidance of any doubt, Players and Player Support Personnel acknowledge and agree that: (a) the Anti-Corruption Code is not intended to limit the responsibilities of any Player or Player Support Personnel under such other rules; and (b) nothing in such other rules shall be capable of removing, superseding or amending in any way the jurisdiction of the Anti-Corruption Tribunal or CAS panel to determine matters properly arising under the Anti-Corruption Code.
- 1.7 The conduct prohibited under the Anti-Corruption Code may also be a criminal offence and/or a breach of other applicable laws or regulations. The Anti-Corruption Code is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the sport of cricket. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Players and Player Support Personnel must comply with all applicable laws and regulations at all times.
- 1.8 For the avoidance of any doubt:
 - 1.8.1 all Umpires and Match Referees that officiate in any International Match are automatically bound by and required to comply with the similar anti-corruption provisions set out in the ICC Code of Conduct for Umpires and Referees;
 - 1.8.2 nothing in this Anti-Corruption Code is intended in any way to replace or amend the ICC's Policy on Member Associations with Betting Companies which shall remain in full force and effect and to which the ICC and all National Cricket Federations agree to be bound at all times;
 - 1.8.3 nothing in this Anti-Corruption Code is intended in any way to replace or amend the ICC's Minimum Standards for Players and Match Officials Area which shall remain in full force and effect and to which all National Cricket Federations, Players and Player Support Personnel agree to be bound at all times; and
 - 1.8.4 nothing in this Anti-Corruption Code is intended in any way to replace or amend the ICC's Clothing and Equipment Rules and Regulations which shall remain in full force and effect and to which all National Cricket Federations, Players and Player Support Personnel agree to be bound at all times.
- 1.9 Unless otherwise indicated, references in the Anti-Corruption Code to Articles and Appendices are to articles and appendices of the Anti-Corruption Code. Words in italicised text in the Anti-Corruption Code are defined terms and their definitions are set out in Appendix 1.

Article 2 - Offences Under the Anti-Corruption Code

The conduct described in Articles 2.1 – 2.4, if committed by a Player or Player Support Personnel, shall amount to an offence by such Player or Player Support Personnel under the Anti-Corruption Code:

2.1 Corruption:

- 2.1.1 Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event.

Note: It shall not be an offence under Article 2.1.1 to manipulate International Matches for strategic or tactical reasons (such as where a Player performs in a certain manner to enable his team to lose a pool Match in an ICC Event in order to affect the standings of other teams in that ICC Event). Instead, such conduct is prohibited under the ICC's Code of Conduct for Players and Player Support Personnel and must be dealt with according to the procedures set out therein.

- 2.1.2 Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event.
- 2.1.3 Failing, for Reward, to perform to one's abilities in an International Match.
- 2.1.4 Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.1.

2.2 Betting:

- 2.2.1 Placing, accepting, laying or otherwise entering into any Bet with any other party (whether individual, company or otherwise) in relation to the result, progress, conduct or any other aspect of any International Match or ICC Event.
- 2.2.2 Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to enter into a Bet for the direct or indirect benefit of the Player or Player Support Personnel in relation to the result, progress, conduct or any other aspect of any International Match or ICC Event.
- 2.2.3 Ensuring the occurrence of a particular incident in an International Match or ICC Event, which occurrence is to the Player or Player Support Personnel's knowledge the subject of a Bet and for which he/she expects to receive or has received any Reward.

2.3 **Misuse of Inside Information:**

- 2.3.1 Using, for Betting purposes, any Inside Information.
- 2.3.2 Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.

Note: Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose Inside Information: (a) to journalists or other members of the media; and/or (b) on social networking websites where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of a family) where it is reasonable for the Player or Player Support Personnel to expect that such information can be disclosed in confidence and without being subsequently used for Betting.

- 2.3.3 Soliciting, inducing, enticing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.3.

2.4 **General:**

- 2.4.1 Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.

Note: This Article is only intended to catch 'disrepute' that, when considered in all of the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1).

Where any substantial gift, payment or other benefit is received by any Player or Player Support Personnel from an unknown person or organisation and/or for no apparent reason, such Player or Player Support Personnel is advised, pursuant to the ACSU education programme to report such receipt to his/her National Cricket Federation and/or to the ACSU. Where such Player or Player Support Personnel does not make such a report, then that is likely to constitute strong evidence (which the Player or Player Support Personnel will have the opportunity of rebutting) of the commission of this offence.

- 2.4.2 Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.

- 2.4.3 Failing to disclose to the ACSU (without undue delay) full details of any incident, fact, or matter that comes to the attention of a Player or Player Support Personnel that may evidence an offence under the Anti-Corruption Code by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of the Anti-Corruption Code.

Note: All Players and Player Support Personnel shall have a continuing obligation to report any new incident, fact, or matter that may evidence an offence under the Anti-Corruption Code to the ACSU, even if the Player's or Player Support Personnel's prior knowledge has already been reported.

- 2.4.4 Failing, without compelling justification, to cooperate with any reasonable investigation carried out by the ACSU in relation to possible breaches of the Anti-Corruption Code, including failure to provide any information and/or documentation requested by the ACSU (whether as part of a formal Demand pursuant to Article 4.3 or otherwise) that may be relevant to such investigation.

2.5 For the purposes of this Article 2:

- 2.5.1 Any attempt by a Player or Player Support Personnel, or any agreement by a Player or Player Support Personnel with any other person, to act in a manner that would culminate in the commission of an offence under the Anti-Corruption Code, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in such offence. However, there shall be no offence under the Anti-Corruption Code where the Player or Player Support Personnel renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.
- 2.5.2 A Player or Player Support Personnel who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in Articles 2.1 – 2.4 committed by his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions himself and shall be liable accordingly under the Anti-Corruption Code.
- 2.6 The following are not relevant to the determination of an offence under the Anti-Corruption Code (although they may be relevant to the issue of the sanction to be imposed under Article 6 in the event that it is determined that an offence has been committed):

- 2.6.1 Whether or not the Player him/herself was participating, or a Player assisted by the Player Support Personnel was participating, in the specific International Match or ICC Event in question.
- 2.6.2 The nature or outcome of any Bet(s) in issue.
- 2.6.3 The outcome of the International Match(es) or ICC Event(s) on which such Bet was made.
- 2.6.4 Whether or not the Player's or Player Support Personnel's efforts or performance (if any) in the International Match(es) or ICC Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question.
- 2.6.5 Whether or not any of the results in the International Match(es) or ICC Event(s) in issue were (or could be expected to be) affected by the act or omissions in question.
- 2.7 It shall be a valid defence to a charge of an offence under the Anti-Corruption Code to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported to the ACSU thereafter) due to the Player or Player Support Personnel's honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person.

Article 3 - Standard of Proof and Evidence

- 3.1 Unless otherwise described herein, the burden of proof shall be on the ACSU's General Manager and the standard of proof in all cases brought under the Anti-Corruption Code shall be whether the Anti-Corruption Tribunal is comfortably satisfied, bearing in mind the seriousness of the allegation that is being made, that the alleged offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offences) up to proof beyond a reasonable doubt (for the most serious offences).
- 3.2 The Anti-Corruption Tribunal shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to an offence under the Anti-Corruption Code may be established by any reliable means, including admissions. The following rules of proof shall be applicable at the hearing:
 - 3.2.1 The Anti-Corruption Tribunal shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal as irrebuttable evidence against the Player or Player Support Personnel to whom the decision pertained of those facts, unless the Player or Player Support Personnel establishes that the decision violated principles of natural justice.

Football Federation Australia

- (j) commission or charge of a criminal offence; or
 - (k) any other conduct, behaviour or statement that materially injures the reputation and goodwill of FFA or football generally.
- 2.3 A Club is deemed to have committed an offence under this section where its crowd or its spectators have engaged in any of the conduct outlined in clause 2.2.
- 2.4 Players and Officials are entitled to have their privacy respected and this Code is not intended to apply to private activities engaged in by a Player or an Official that are not in the public domain.

3. LIABILITY FOR SUPPORTER AND SPECTATOR CONDUCT

- 3.1 A Club is responsible, and liable, for the conduct and behaviour of its supporters, whether at home or away Matches.
- 3.2 Each patron at a Match must comply with the Spectator Code of Behaviour. It is the host Club's responsibility to ensure this Spectator Code of Behaviour is implemented and enforced against all spectators.
- 3.3 A guest Club is liable for improper conduct among its own group of supporters. Supporters occupying the guest sector of a stadium are regarded as the guest Club's supporters, unless proven to the contrary.

4. BETTING, MATCH-FIXING AND CORRUPTION

- 4.1 A Member must not engage, directly or indirectly, in:
- (a) any bet, wager, gamble or any other form of financial speculation where the relevant person stands to win or gain from the win, draw or loss of any Club competing in a Match;
 - (b) the throwing or fixing of a Match; or
 - (c) any conduct or behaviour intended to unfairly affect the result of a Match, including accepting or agreeing to accept any Benefit connected with or relating to the ability of a Member to exercise control over or influence the outcome of a Match so as to bring about a result other than that which would be achieved in a fair contest between the competing teams.
- 4.2 A Player, an Official and an Agent must not:
- (a) accept bribes through the offer, promise or acceptance of any Benefit in return for violating his or her duties; or
 - (b) provide for a Benefit any information concerning a Club, its team's actual or likely composition, the form or injuries of Players or possible tactics (other than in connection with a bona fide media interview).
- 4.3 A person who is under prosecution for action unworthy of a football management position (especially doping, corruption, forgery etc) or who has been prosecuted for such action in the last 5 years cannot be involved in football management, including as an Official or an Agent.

- 4.4 A Member must immediately report to FFA or a Member Federation any offer of a bribe or any attempt by a person in breach of this clause 4.

5. DISPARAGING MEDIA STATEMENTS

- 5.1 A Member must not make any statement in public, including any contribution to television, radio or print media that:

- (a) is disparaging or derogatory of a Match Official, opposition team or any Player or Official;
- (b) is disparaging or critical of FFA, or any FFA Statute or FFA policy decision, without reasonable basis or justification; or
- (c) comments on any matter the subject of a current hearing before the Match Review Panel, Disciplinary Committee or the Appeals Committee.

- 5.2 Where a statement made by an Official or a Player which, in the absolute opinion of the Football Administrator, constitutes a breach of clause 5.1, the Club is subject to sanction under this Code, independent of any sanction a Football Administrator has chosen to impose against the Official or Player who made the statement.

- 5.3 A Member must not make or issue any public or media statement or release that incorporates a reference to FFA or an FFA property, such as the A-League or a national team, without FFA's prior written consent.

6. RESPONSIBILITIES OF PROFESSIONAL PLAYERS, REPRESENTATIVE PLAYERS & OFFICIALS

- 6.1 Professional Players, Representative Players and Officials are the public face of football in Australia and so their behaviour is subject to greater scrutiny. Accordingly, a Professional Player, a Representative Player and an Official must:

- (a) at all times behave in a manner that promotes and upholds the highest standards of integrity, dignity and professionalism;
- (b) comply with any team protocol and procedures, including in relation to alcohol, curfews and inappropriate relationships; and
- (c) not act in a manner contrary to the best interests of the team.

- 6.2 A Club may discipline its Professional Players, Representative Players or Officials in relation to behaviour that relates only to that Player's employment or engagement by that Club, including:

- (a) unexplained absence from a Match or official training session or team meeting;
- (b) failure to wear designated clothing to a team promotion or activity;
- (c) conflicting sponsor brand visible during a team promotion or activity; and
- (d) behaviour that brings the Club into Disrepute, including inappropriate behaviour in public (such as a nightclub brawl).

- 6.3 A Club may impose disciplinary sanctions on a Professional Player in accordance with Part V of the FFA Statutes subject to the following maximum sanctions:

Netball Australia

Hi

In terms of Netball Australia's Code of Conduct, Netball Australia has a number of documents that explicitly reference matters relating to match fixing and corruption. For example:

Agreement - Australian Squad and Australian National team (CBA)

21.1 Players shall not engage in any type of betting or gambling, or disclose any information not generally available to the public, in relation to netball Matches, competitions, Series and Tours. For avoidance of doubt this includes all netball matches under the direction of Netball Australia and International Federation of Netball Associations.

21.2 A Player who has been approached for information as outlined in 21.1 must immediately make this information known to Netball Australia or the Australian Netball Players Association who will inform Netball Australia.

Schedule 10 – Code of Conduct

2. Uphold the integrity of the game

10. Not bet, gamble or make or agree to take any bet or wager, or disclose any information not generally available to the public, in respect to any Netball competition whether they are participating or not.

Australian Netball Diamonds Player Contracts (individually signed)

8 (o) not, directly or indirectly, bet, gamble or wager or make or agree to take any bet or wager or disclose any information not generally available to the public on any netball Match, Series or Tours, whether the Player is or is not participating in such Match, Series or Tours;

8 (p) not offer or receive any bribe or inducement and do or fail to do any act in any game the Player plays which causes a result to be determined otherwise on its merits; and

8 (q) report to Netball Australia any attempt made to bribe or induce the Player as soon as possible after the attempt is made.

In terms of explicitly referencing matters relating to match fixing and corruption, Netball Australia's documents only place obligations on players.

Netball Australia has had preliminary discussions with the Victorian Commission for Gambling Regulation with a view to submitting an application to become a Sports Controlling Body. Such an application would cover all of events that Netball Australia controls, or organises or administers, including the ANZ Championship (the Trans Tasman Netball League includes five (5) teams from Australia – Netball Australia's Member Organisations hold the licenses to participate in the competition).

On the back of these discussions and the release of the National Policy on Match-Fixing in Sport (June 2011), the Netball Australia Board at its meeting on 30 July 2011 directed Netball Australia management to draft a National Policy on Match-Fixing in Netball to be considered at the September 2011 Board meeting. At a minimum, Netball Australia's Policy will reference the principles under clause 4 of the governments' National Policy. Preliminary work indicates that netball will need to focus on:

- Awareness, information and education regarding the National Policy on Match-Fixing in Netball, especially to National and International players, agents, support personnel, officials, staff, and Boards (Prevention).
- Application of the National Policy on Match-Fixing in Netball, particularly information sharing, investigation expertise and disciplinary penalties (Detection and Enforcement).

As such, if you are able to share the responses you received from COMPPS members re the *relevant parts of their regulations and codes of conduct that relate to anti-corruption measures* that would be great. I have asked cricket, rugby league and tennis for theirs. I am yet to speak with the other members.

Please let me know if you require any further information.

Cheers

Level 2, 140 King St, Melbourne VIC 3000 | PO Box 13285, Law Courts VIC 8010

www.netball.asn.au



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Dear Members,

URGENT

As Malcolm has previously mentioned, he is appearing before the Joint Select Committee on Gambling Reform this Thursday in relation to the two COMPPS' submissions.

The COMPPS submission to the inquiry into Interactive and Online Gambling and Gambling Advertising states on p.6:

"Each of the sports is prepared to make available to the inquiry those relevant parts of their regulations and

codes of conduct that relate to anti-corruption measures.”

The Joint Select Committee has now requested that the sports provide those documents to it, could you please provide your sports code of conduct/regulation document in relation to anti-corruption measures to Malcolm or myself as soon as possible, preferably before Thursday.

Many thanks,



National Rugby League

(2) shall not be capable of review and, in any event, shall not be justiciable.

Discrimination

19. Every Club and every person bound by this Code must comply in all respects with the provisions of the *NRL Anti-Vilification Code*.

Drugs and Alcohol

20. (1) Every Player must comply with the *NRL Anti-Doping Rules*.

(2) Every person bound by this Code shall, whether or not he is attending an official function organized by, or arranged for, the NRL, the ARL, the NRL Competition, the National Youth Competition, the Related Competitions, the Representative Competitions or a Club conduct himself at all times in public in a sober, courteous and professional manner.

Gambling

21. (1) No Club or person bound by this Code shall participate, or be involved in any way, in gambling in relation to a Match or the progress of a Team in the NRL Competition or the National Youth Competition (whether, in each case, as to its outcome, its course or otherwise) in which that Club or person is involved.

(2) No Club or person bound by this Code shall provide, either directly or indirectly, information that is not in the public domain in relation to a Match or the progress of a Team in the NRL Competition or the National Youth Competition which might assist another person to gamble in relation to that Match or that progress.

(3) For the purposes of sub-Rules (2) and (3), a Club or person shall be taken to have been involved in gambling in relation to a Match if that gambling either directly or indirectly relates to a Match in which:

(a) In the case of a Club, the Club;

(b) In the case of a person, the Club with which that person is associated, whether as a Player or Official;

fields a Team.

(4) For the purposes of sub-Rules (2) and (3), a Club or person shall be taken to have been involved in gambling in relation to the progress of a Team if that gambling either directly or indirectly relates to a Team with which that Club or person is associated.

Game Fixing and Bribes

22. (1) No Club or person bound by this Code shall offer or accept a bribe or be involved in any way in the fixing of a Match regardless of whether or not that Club or person is directly involved in that Match.
- (2) In any case where a Club or person bound by this Code is offered a bribe or an opportunity to fix a match, that Club or person shall immediately report the making of that offer to the Chief Executive Officer.
- (3) For the purposes of sub-Rules (1) and (2), a Club or person shall be taken to have been involved in the fixing of a Match if the natural course of that Match has been interfered with in any respect.

Harassment of Match Officials

23. Under no circumstances is any Match Official to be approached, questioned or harassed in any way by any person bound by this Code, whether before, during or after a Match.

Media

24. All Clubs and persons bound by this Code shall, in any dealings with the Media, conduct themselves in a courteous, responsible and co-operative manner.

Officials

25. (1) Every Club Official shall at all times:
- (a) Act honestly, in good faith, and in the best interests of the NRL, the NRL Competition, the National Youth Competition, the Related Competitions, the Representative Competitions, the Clubs and the Game;
 - (b) Use due care and diligence in discharging his obligations as a Club Official; and
 - (c) Exercise the powers conferred upon him as a Club Official for proper purposes and in the best interests of the NRL, the NRL Competition, the National Youth Competition, the Related Competitions, the Representative Competitions, the Clubs and the Game.
- (2) No Club Official shall:
- (a) Take improper advantage of his position as a Club Official; or

Tennis Australia

UNIFORM TENNIS ANTI-CORRUPTION PROGRAM

A. Introduction

The purpose of the Uniform Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis events and to all Governing Bodies.

B. Definitions

1. "AHO" refers to an Anti-Corruption Hearing Officer.
2. "ATP" refers to the ATP Tour, Inc.
3. "CAS" refers to the Court of Arbitration for Sport.
4. "Consideration" refers to anything of value except for money.
5. "Corruption Offense" refers to any offense described in Article D or E of this Program.
6. "Covered Person" refers to any Player, Related Person, or Tournament Support Personnel.
7. "Decision" refers to a decision of an AHO regarding the commission of a Corruption Offense.
8. "Demand" refers to a written demand for information issued by the TIU to any Covered Person.
9. "Director" refers to the Director of the TIU.
10. "Event" refers to all professional tennis matches and other tennis competitions, whether men's or women's, including, without limitation, all tournaments organized, sanctioned or recognized by any of the Governing Bodies.
11. "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSC.
12. "GSC" refers to the Grand Slam Committee.
13. "Hearing" refers to a hearing before an AHO in accordance with Article G of this Program.
14. "Information in the public domain" refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.
15. "Inside Information" refers to information about the likely participation or likely performance of a Player in an event or concerning the weather, court conditions, status, outcome or any other aspect of an event which is known by a Covered Person and is not information in the public domain.
16. "ITF" refers to the International Tennis Federation.
17. "Notice" refers to written notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
18. "Player" refers to any player who enters or participates in any competition, event or activity organized or sanctioned by any Governing Body.
19. "Program" refers to this Uniform Tennis Anti-Corruption Program.
20. "PTIO" refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
21. "Related Person" refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other

affiliate or associate of any Player, or any other person who receives accreditation at an event at the request of the Player or any other Related Person.

22. "TIB" refers to the Tennis Integrity Board.
23. "TIU" refers to the Tennis Integrity Unit.
24. "Tournament Support Personnel" refers to any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at any event.
25. "Wager" refers to a wager of money or Consideration or any other form of financial speculation.
26. "WTA" refers to the WTA Tour, Inc.

C. Covered Players, Persons and Events

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein.
2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Offenses

Commission of any offense set forth in Article D or E of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses.

- a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any event or any other tennis competition.
- b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any event or any other tennis competition.
- c. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any event.
- d. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any event.
- e. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any event.
- f. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any event.
- g. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- h. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- i. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

2. Reporting Obligation.

a. Players.

- i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.
 - ii. In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.
 - iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Article D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.
 - iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.
- b. **Related Persons and Tournament Support Personnel.**
 - i. In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
 - ii. In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.

E. Additional Matters

- 1. Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.
- 2. For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
- 3. Evidence of a Player's lack of efforts or poor performance during an event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.
- 4. A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (a) promptly reports such conduct to the TIU and (b) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

F. Investigation and Procedure

- 1. **Anti-Corruption Hearing Officer.**

- a. The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.
- b. An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

2. Investigations.

- a. The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
 - i. The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
 - ii. The Covered Person shall have the right to have counsel attend the interview(s).
 - iii. The interview shall be recorded. The interview tapes shall be used for transcription and evidentiary purposes and thereafter shall be sealed and stored by the TIU in a secure place.
 - iv. The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
 - v. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- b. All Covered Persons must cooperate fully with investigations conducted by the TIU. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense.
- c. If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.
- d. By participating in any event, or accepting accreditation at any event, a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information requested by the TIU or the AHO. If a Covered Person fails to produce such information, the AHO may rule a Player ineligible to compete, and deny a

Covered Person credentials and access to events, pending compliance with the Demand.

- e. If a PTIO concludes that a Corruption Offense may have been committed, the PTIO shall refer the matter and send the evidence to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Article G of this Program.

- 3. **No Provisional Suspension.** Until either (a) a Covered Person admits or confesses to commission of a Corruption Offense; or (b) the AHO has issued a Decision that such Covered Person has committed a Corruption Offense; or (c) the AHO determines that a Covered Person has failed to furnish information pursuant to a Demand from the TIU or the AHO, such Covered Person shall not be deemed to have committed such a Corruption Offense and shall remain eligible to compete and/or receive credentials, respectively, for the purposes of this Program.

G. Due Process

1. Commencement of Proceedings.

- a. When the PTIO refers a matter to the AHO pursuant to Article F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
 - i. the Corruption Offense(s) alleged to have been committed, including the specific Article(s) of this Program alleged to have been infringed;
 - ii. the facts upon which such allegations are based;
 - iii. the potential sanctions prescribed under this Program for such Corruption Offense(s); and
 - iv. the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b. The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO's allegations, the Covered Person must submit a written request for a Hearing so that it is received by the AHO as soon as possible, but in any event within fourteen business days of the Covered Person's receipt of the Notice. If the Covered Person fails to file a written request for a Hearing by such deadline, he or she shall be deemed:
 - i. to have waived his or her entitlement to a Hearing;
 - ii. to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice; and
 - iii. to have acceded to the potential sanctions specified in the Notice.If the Covered Person fails to file a written request for a Hearing by the deadline, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions (where this Program specifies a range of possible sanctions the AHO shall determine the appropriate sanction).
- c. The Covered Person shall be entitled at any stage to admit that he or she has committed the Corruption Offense(s) specified in the Notice and to accede to the sanctions specified in the Notice. In such circumstance, a Hearing shall not be required. Instead, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice and ordering the imposition of sanctions. Where a range of possible sanctions is specified in the Program, written submissions may be made by or on behalf of the Covered Person in mitigation at the time of admission of the Corruption Offense(s), and the AHO shall be entitled to take those submissions, as well as any rebuttal submitted by the PTIO, into account in determining what sanctions should apply.

- d. If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIB appoint a substitute or successor AHO for such matter in accordance with Article F.1.
- e. No more than twenty business days after the date of the Notice or request for Hearing if received, the AHO shall convene a meeting or telephone conference with the PTIO, its legal representatives, the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting the AHO shall:
 - i. determine the date(s) (which must be at least twenty business days after the meeting, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice is sent, and ordinarily within sixty days of the date that the Covered Person requests a Hearing. The Hearing shall be completed expeditiously;
 - ii. establish dates reasonably in advance of the date of the Hearing at which:
 - 1. the Covered Person shall submit a brief with argument on all issues that he or she wishes to raise at the Hearing;
 - 2. the PTIO shall submit an answering brief, addressing the arguments of the Covered Person and setting out argument on the issues that the PTIO wishes to raise at the Hearing;
 - 3. the Covered Person may submit a reply brief, responding to the PTIO's answer brief; and
 - 4. the Covered Person and the PTIO shall exchange witness lists (with each witness's address, telephone number and a summary of the subject areas of the witness's anticipated testimony) and copies of the exhibits that they intend to introduce at the Hearing; and
 - iii. make such order as the AHO shall deem appropriate in relation to the production of relevant documents or other materials between the parties.
- f. The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

2. Conduct of Hearings.

- a. Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.
- b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written

submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.

- c. The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the AHO and present his, her or its case.
- d. The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO's expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO's expense.

3. Burdens and Standards of Proof.

- a. The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

4. Decisions.

- a. Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Article H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.
- b. The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:
 - i. the AHO's findings as to what Corruption Offenses, if any, have been committed;
 - ii. the sanctions applicable, if any, as a result of such findings; and
 - iii. the rights of appeal applicable pursuant to Article I of this Program.
- c. The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.
- d. Subject only to the rights of appeal under Article I of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

H. Sanctions

- 1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Article G, and may include:
 - a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of clauses (c)-(i) of Article D.1,

ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

b. With respect to any Related Person or Tournament Support Person, (i) suspension of credentials and access to any event organized, sanctioned or recognized by any Governing Body for a period of not less than one year, and (ii) with respect to any violation of clauses (c)-(i) of Article D.1., suspension of credentials and access to any event organized, sanctioned or recognized by any Governing Body for a maximum period of permanent revocation of such credentials and access.

c. No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any event (other than authorized anti-gambling or anti-corruption education or rehabilitation programs) organized or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.

2. The TIU may report information regarding an investigation to the TIB and the PTIOs at any time.
3. The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
4. If any Covered Person commits a Corruption Offense under this program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.

I. Appeals

1. Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.
2. Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
3. The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.
4. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

J. General

1. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.
2. Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.
3. This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.

4. In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.
5. Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by the former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.