



# TENNIS ANTI-CORRUPTION PROGRAM (2022)



Effective 01 January 2022

## A. Introduction

The purpose of the 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. Any decision related to this Program involving an element of discretion or judgment must always be based on the overall goal of promoting the integrity of tennis.

## B. Definitions

- B.1** “Anti-Doping Rule Violation” refers to a breach of the TADP as defined in Article 2 of the TADP from time to time.
- B.2.** “Agreed Sanction” refers to the agreed sanction(s) determined by a Covered Person’s acceptance of a Proposal for Disposition pursuant to Section F.5.
- B.3.** “AHO” refers to an Anti-Corruption Hearing Officer.
- B.4** “ATP” refers to the ATP Tour, Inc.
- B.5** “Business Day” refers to a day when banks are open for business in London, England. In this Program, a period of time expressed as a number of days (whether Business Days or calendar days) refers to days not including the first day.
- B.6.** “CAS” refers to the Court of Arbitration for Sport.
- B.7** “Class B Member of the ITF” refers to a tennis body which holds this category of membership in the ITF in accordance with the ITF constitution.
- B.8.** “Consideration” refers to anything of value except for money.
- B.9.** “Corruption Offense” refers to any violation of any provision of the Program by a Covered Person, including any offense described in Section D, E or F of this Program.
- B.10.** “Covered Person” refers to any Player, Related Person, or Tournament Support Personnel. Covered Person does not include any Sanctioned Event or the Governing Bodies.
- B.11.** “Decision” refers to a written decision of an AHO as described in Section G.4.b.



- B.12.** “Demand” refers to a formal written demand for information issued by the ITIA to any Covered Person.
- B.13.** “Event” refers to those professional tennis matches and other tennis competitions identified in Appendix 1.
- B.14.** “Governing Bodies” refers to the ATP, the ITF, the WTA and the GSB.
- B.15.** “GSB” refers to the Grand Slam Board.
- B.16.** “Hearing” refers to a hearing before an AHO in accordance with Section G of this Program.
- B.17.** “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.
- B.18.** “Inside Information” refers to information about the likely participation or likely performance of a Player in an Event such as information relating to the Player’s health and/or fitness to play, as well as information 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.
- B.19.** “ITF” refers to the International Tennis Federation.
- B.20.** “ITIA” refers to the International Tennis Integrity Agency.
- B.21.** “Major Offense” refers to any Corruption Offense that the ITIA determines to be an offense that, based on the facts underlying the offense, should be subject to a sanction of more than a six month suspension and/or a fine of more than \$10,000.
- B.22.** “National Association” refers to a national tennis association in membership of the ITF in accordance with the ITF constitution.
- B.23.** “Notice of Major Offense” refers to a written communication by the ITIA to a Covered Person pursuant to Section G.1.a. alleging that a Covered Person committed one or more Corruption Offenses that the ITIA has referred to an AHO pursuant to Section F.4.



- B.24.** “Notice of Offense” refers to a written communication by the ITIA to a Covered Person pursuant to Section F.6.a. by which the ITIA provides notice that a Covered Person committed an Offense.
- B.25.** “Offense” refers to any Corruption Offense under Section D.1.a., D.1.b., D.1.d., D.1.h., D.1.n., D.1.o., D.1.p., D.1.q., D.1.r., D.2., F.2.b. or F.2.d. that the ITIA determines to be an offense that, based on the facts underlying the offense, should be subject to a sanction of no more than a six month suspension and/or a fine up to \$10,000.
- B.26.** “Participation” refers to playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event.
- B.27.** “Player” refers to any player who enters or participates in any Event.

A person shall continue to be a Player for the purposes of this Program until two years after the last Event which they enter or participate in unless the Player notifies the appropriate Governing Body in writing that they have retired from professional tennis in which case they will cease to be a Player on the date of that notice, save where the Player is subject to a period of ineligibility under this Program in which case the following shall apply.

Notwithstanding the foregoing, while serving any period of ineligibility under this Program or the TADP, a Player shall remain a Covered Person, and shall remain bound by all of the provisions of this Program.

- B.28.** “Program” refers to this Tennis Anti-Corruption Program.
- B.29.** “Proposal for Disposition” refers to a written communication by the ITIA to a Covered Person pursuant to Section F.5. by which the ITIA proposes to determine the Covered Person’s guilt and the applicable sanction for one or more Corruption Offenses by agreement with the Covered Person.
- B.30.** “Provisional Suspension” refers to a period of ineligibility from Participation in Sanctioned Events imposed by the ITIA at any time prior to an AHO’s issuance of a written Decision containing sanctions as described in Section G.4.b.
- B.31.** “PTIO” refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
- B.32.** “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.

A person shall continue to be a Related Person for the purposes of this Program until two years after the last Event at which the Related Person receives accreditation unless the Related Person notifies the appropriate Governing Body in writing that they are no longer receiving accreditation in which case they will cease to be a Related Person on the date of that notice, save where the Related Person is subject to a period of ineligibility under this Program in which case the following shall apply.

Notwithstanding the foregoing, while serving any period of ineligibility under this Program or the TADP, a Related Person shall remain a Covered Person, and shall remain bound by all of the provisions of this Program.

- B.33.** “Sanctioned Event” refers to any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by any Governing Body, and/or by any National Association or Class B Member in membership of the ITF.
- B.34.** “SB” refers to the Tennis Integrity Supervisory Board.
- B.35.** “Substantial Assistance” refers to assistance given by a Covered Person to the ITIA that results in the discovery or establishing of a corruption offense by another Covered Person.
- B.36.** “TADP” refers to the Tennis Anti-Doping Programme.
- B.37.** “Tennis Betting” refers to placing a Wager in connection with the outcome or any other aspect of any Event or any other tennis competition. “Tennis Betting” expressly excludes all of the following to the extent that they do not involve a Wager: fantasy sports, prize or prediction competitions, sweepstakes, console, computer, online, social, social media or mobile games or applications.
- B.38.** “Tennis Betting Brand” refers to the name, symbol, logo, design or other mark (i) of a Tennis Betting Operator or a Tennis Betting product or service, or (ii) that, in the ITIA’s discretion, is confusingly similar to the public in comparison to the name, symbol, logo, design or other mark of a Tennis Betting Operator or a Tennis Betting product or service.

- B.39.** “Tennis Betting Operator” refers to any entity that directly offers and/or accepts Tennis Betting, including, without limitation, bookmakers and any person or entity who operates websites, applications, retail, credit, telephone, online and/or mobile Tennis Betting services; casinos operating sports books with Tennis Betting; and lotteries operating sports books with Tennis Betting.
- B.40.** “Tournament Support Personnel” refers to any tournament director, official, owner, operator, employee, agent, contractor or any similarly situated person and ATP, ITF, GSB and WTA staff providing services at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.

A person shall continue to be Tournament Support Personnel for the purposes of this Program until two years after the last Event at which the Tournament Support Personnel provides services or receives accreditation unless the Tournament Support Personnel notifies the appropriate Governing Body in writing that they are no longer providing services or receiving accreditation in which case they will cease to be Tournament Support Personnel on the date of that notice, save where the Tournament Support Personnel is subject to a period of ineligibility under this Program in which case the following shall apply.

Notwithstanding the foregoing, while serving any period of ineligibility under this Program or the TADP, any Tournament Support Personnel shall remain a Covered Person, and shall remain bound by all of the provisions of this Program.

- B.41.** “Wager” refers to any arrangement involving a real money stake or financial risk (which includes, without limitation, hard and digital currencies) and/or any other form of financial speculation on the outcome of an unpredictable event.
- B.42.** “WTA” refers to the WTA Tour, Inc.

## **C. Covered Players, Persons and Events**

- C.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 as well as the ITIA Privacy Policy which can be found at <https://www.itia.tennis/privacy-policy/>. They shall remain bound until such time as they are no longer a Covered Person.
- C.2.** 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.

**C.3.** The ITIA shall be permitted to issue a Notice of Offense, Notice of Major Offense or Proposal for Disposition to any individual where they are no longer a Covered Person but were a Covered Person at the time of the events giving rise to the charges within the notice. In those circumstances, the provisions of this Program shall apply to such individual.

**C.4.** 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. Corruption Offenses and Reporting Obligation**

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

### **D.1. Corruption Offenses.**

**D.1.a.** No Covered Person shall, directly or indirectly, Wager on the outcome or any other aspect of any Event or any other tennis competition.

**D.1.b.** No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting (“Facilitation”).<sup>1</sup>

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<sup>1</sup> By way of example, Facilitation includes, but is not limited to: display of live tennis betting odds on a Covered Person’s website or social media; participating in an interview, podcast, writing articles for a publication and / or website in support of Tennis Betting; conducting appearances for, or otherwise participating in any promotion, endorsement and/or commercial advertisement of a Tennis Betting Brand; promoting a Tennis Betting Brand to the general public through posts on a Covered Person’s social media account; and wearing clothing which includes a Tennis Betting Brand.

The Covered Person should seek guidance from the ITIA if they have any uncertainty with respect to violating this Section D.1.b. The onus rests with the Covered Person to ensure (i) the Covered Person’s compliance with Section D.1.b. when engaging in conduct or entering into any agreement and (ii) that the Covered Person monitors the activities of any entity with which the Covered Person has a commercial relationship and is able to terminate the arrangement immediately should any change in such entity’s activities cause the Covered Person to be in violation of this Section D.1.b. (and any successor Section). The ITIA may request the Rules Committee to review any proposed activity and issue a ruling to a Covered Person determining whether or not the proposed activity violates this Section D.1.b. If the Covered Person acts in contravention of the Rules Committee’s ruling, the Covered Person shall have violated this Section D.1.b.

Actions by Tournament Support Personnel which are taken not in an individual capacity but solely in furtherance of and/or pursuant to a commercial agreement(s) of an Event which is permitted under the relevant Governing Body's rules are not Facilitation.

- D.1.c.** No Covered Person shall, directly or indirectly, offer, provide, seek or obtain accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense, regardless of whether any money, benefit or Consideration is offered or discussed.
- D.1.d.** No Covered Person shall, directly or indirectly, contrive the outcome, or any other aspect, of any Event.
- D.1.e.** No Covered Person shall, directly or indirectly, facilitate any Player to not use his or her best efforts in any Event.
- D.1.f.** No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player's best efforts in any Event.
- D.1.g.** 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.
- D.1.h.** No Covered Person shall, directly or indirectly, provide any Inside Information (i) in exchange for any money, benefit or Consideration or (ii) when the Covered Person knew or reasonably should have known that the Inside Information might be used for betting purposes, and appears to have been so used, regardless of whether the Covered Person provided it for that purpose or obtained or sought any benefit in return for the Inside Information.
- D.1.i.** 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.
- D.1.j.** 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.

- D.1.k.** No Covered Person shall, directly or indirectly, offer, pay or accept any money, benefit or Consideration for the provision of a wildcard to an Event.
- D.1.l.** No Covered Person shall make any misrepresentation to seek or obtain on behalf of any person at any Event any registration or accreditation that allows access to areas such person would not otherwise be permitted to access (for example, seeking accreditation for an individual to a “players only” area by falsely certifying that a person is the Covered Person’s coach).
- D.1.m.** No Covered Person shall purposely delay or manipulate entry of scoring data from any Event for any reason.
- D.1.n.** No Covered Person shall, directly or indirectly, attempt, agree, or conspire to commit any Corruption Offense.
- D.1.o.** No Covered Person shall, directly or indirectly, solicit, facilitate or incite any other person to commit, attempt, agree or conspire to commit any Corruption Offense.
- D.1.p.** No Covered Person shall sell, purchase, collect, publish or make repeated transmissions of the contemporaneous results of any aspect of any Event without the consent of any Governing Body or Event either on site at an Event (“Courtsiding”) or remotely during an Event by scraping or scouting information from websites, data streams or other electronic sources of live scoring data.
- D.1.q.** No Covered Person, whether personally or via another arrangement or legal entity, may endorse, be employed, sponsored and/or otherwise engaged by a Tennis Betting Operator.
- D.1.r.** No Covered Person shall, in a professional or sport-related capacity, associate with any Related Person who:
  - D.1.r.i.** is serving any period of ineligibility in terms of this Program;  
or

**D.1.r.ii** has been convicted or found in a criminal, disciplinary or professional proceedings to have engaged in conduct that would have constituted a Corruption Offense if this Program had been applicable to such person. The disqualifying status of such person will be in force for the longer of two years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or

**D.1.r.iii** is serving as a front or intermediary for an individual described in Section D.1.r.i. or D.1.r.ii.

To prove a Section D.1.r violation, the ITIA must establish that the Covered Person knew of the Related Person's disqualifying status.

If the Covered Person establishes either:

**D.1.r.iv** that their association with a Related Person described in Section D.1.r.i or D.1.r.ii is not in a professional or sport-related capacity; or

**D.1.r.v.** that such association could not have been reasonably avoided;

that will be a complete defense to the charge that the Covered Person has committed a Section D.1.r violation.

## **D.2. Reporting Obligation.**

### **D.2.a. Players.**

**D.2.a.i.** In the event any Player is approached by any person who requests the 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 ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.

**D.2.a.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 ITIA as soon as possible.

- D.2.a.iii.** If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the ITIA as soon as possible.
- D.2.a.iv.** A Player shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.
- D.2.a.v.** 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.

#### **D.2.b. Related Persons and Tournament Support Personnel.**

- D.2.b.i.** In the event any Related Person or Tournament Support Person is approached by any person who requests the 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 ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.
  - D.2.b.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 ITIA as soon as possible.
  - D.2.b.iii.** A Related Person or Tournament Support Person shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.
- D.2.c.** For the avoidance of doubt, a failure by any Covered Person to comply with (i) the reporting obligations set out in Section D. and/or (ii) the duty



to cooperate under Section F.2. shall constitute a Corruption Offense for all purposes of the Program.

## **E. Additional Matters**

- E.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.
- E.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.
- E.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.
- E.4.** A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (i) promptly reports such conduct to the ITIA and (ii) 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.
- E.5.** Establishment of a Corruption Offense under this Program shall not require (i) proof of any of the purposes described in Section A of this Program (ii) proof of a corrupt motive, gambling or a quid pro quo or (iii) identification of the Event to which a Corruption Offense pertains.

## **F. Investigation and Procedure**

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

- F.1.a.** The SB shall appoint one or more independent AHOs, who shall be responsible for (i) determining Major Offense matters which are not resolved by way of an Agreed Sanction; (ii) determining appeals on Offense matters; (iii) determining Provisional Suspension appeals and



imposing Provisional Suspensions pursuant to Section G.4.a.; and (iv) any other functions as set out in this Program.

**F.1.b.** An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the SB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

## **F.2. Investigations.**

**F.2.a.** The ITIA shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the ITIA, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense. Such an investigation shall be focused solely on matters that may evidence or lead to the discovery of evidence of a Corruption Offense, notwithstanding that data and/or other information that may evidence an Anti-Doping Rule Violation by that Covered Person or another Covered Person may be encountered in such investigation.

**F.2.a.i.** The date and time of all interviews shall be determined by the ITIA, giving reasonable allowances for Covered Persons' tournament and travel schedules.

**F.2.a.ii.** The Covered Person shall have the right to have a legal adviser attend the interview(s) with them.

**F.2.a.iii.** The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the ITIA for a minimum of 3 years in a secure place following the conclusion of any investigation or proceedings before an AHO, whichever is later.

**F.2.a.iv.** The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the ITIA.

**F.2.a.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.

- F.2.b.** All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if requested. Even in the case where a Covered Person is represented by a legal counsel, the Covered Person is still personally responsible for ensuring that they cooperate fully with the investigation. The Covered Person shall be deemed not to have cooperated if the Covered Person's legal counsel interferes with an ITIA investigation. A Covered Person's failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person in any matter referred to an AHO.
- F.2.c.** When a Covered Person becomes aware that the Covered Person has evidence related to any Corruption Offense, but in any event no later than when a Covered Person receives an ITIA request for an initial interview or otherwise becomes aware of any ITIA investigation involving any Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.d.(i) or other information related to any Corruption Offense and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.
- F.2.d.** If the ITIA has reasonable grounds to believe that a Covered Person may have committed a Corruption Offense and that access to the following sources is necessary to assist the investigation, the ITIA may make a Demand to any Covered Person to furnish to the ITIA any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers) so that the ITIA may copy and/or download data and/or other information from those devices relating to the alleged Corruption Offense, (ii) access to any social media accounts and data accessed via cloud services by the Covered Person (including provision of user names and passwords), (iii) hard copy or electronic records relating to the alleged Corruption Offense(s) (including, without limitation, itemized telephone billing statements, text of SMS and WhatsApp messages received and sent, banking statements, cryptocurrency wallets, transaction histories for any money transfer service or e-wallet, Internet service records), computers, tablets, hard drives and other electronic information storage devices, and (iv) a written statement setting forth the facts and circumstances with respect

to the alleged Corruption Offense(s). The Covered Person shall furnish such object or information immediately, where practical to do so, or within such other time as may be set by the ITIA. The Covered Person acknowledges and agrees that, considering the large volume of data on some personal devices, the ITIA's examination and extraction of information may take several hours, and that the duration of the extraction process (no matter how long) shall not provide a basis to object to the immediate compliance with a Demand. Any information furnished to the ITIA 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 by the ITIA solely for the purposes of the investigation and prosecution of a Corruption Offense, subject to Section F.2.f.

**F.2.e.** By participating in any Event, or accepting accreditation at any Event, or by completing IPIN registration and/or player agreement forms a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information or delay provision of information requested by the ITIA or the AHO.

**F.2.f** Where a Covered Person provides objects and/or information to the ITIA pursuant to Section F.2.d that may evidence an Anti-Doping Rule Violation by that Covered Person or another Covered Person, the ITIA shall either (i) submit the evidence for review by the TADP Review Board pursuant to TADP Article 7.8.1 to determine whether the Covered Person may have committed one or more Anti-Doping Rule Violations under TADP Article 2, or (ii) make a Demand pursuant to TADP Article 5.7.3.

### **F.3. Provisional Suspension.**

**F.3.a.** The ITIA may at any time impose a Provisional Suspension on a Covered Person, including (i) before a Notice of Major Offense has been issued, (ii) before a Hearing or (iii) at any time after a Hearing but prior to the AHO's issuance of a written Decision.

**F.3.b.** Except as provided in Section G.4.a. and F.3.d. (in which case a Provisional Suspension is mandatory), the ITIA may impose a



Provisional Suspension if the ITIA determines that Section F.3.b.i and/or Section F.3.b.ii below apply:

**F.3.b.i.** At least one of the following criteria:

**F.3.b.i.1.** The Covered Person has failed to comply with a Demand; and/or

**F.3.b.i.2.** The Covered Person has delayed or obstructed, without reasonable justification, compliance with a Demand or purported to comply with a Demand through the provision of any object or information that has been tampered with, damaged, disabled or otherwise altered from its original state; and/or

**F.3.b.i.3.** The Covered Person has engaged in Courtsiding (as defined in Section D.1.p.) and in the absence of a Provisional Suspension, the integrity of tennis would be undermined and the harm resulting from the absence of a Provisional Suspension outweighs the hardship of the Provisional Suspension on the Covered Person; and/or

**F.3.b.i.4.** There is a likelihood that the Covered Person has committed a Major Offense and in the absence of a Provisional Suspension, the integrity of tennis would be undermined and the harm resulting from the absence of a Provisional Suspension outweighs the Hardship of the Provisional Suspension on the Covered Person.

**F.3.b.ii.** At least one of the criteria from F.3.b.ii.1 to F.3.b.ii.3., in combination with F.3.b.ii.4:

**F.3.b.ii.1.** A Covered Person is currently charged with a criminal offense; and/or

**F.3.b.ii.2.** A Covered Person is the subject of criminal proceedings; and/or



**F.3.b.ii.3.** A Covered Person is subject to any criminal order or sentence; and

**F.3.b.ii.4.** Such charge, proceedings, order or sentence relates to conduct by the Covered Person that would amount to a Major Offense.

Evidence is only required of the criminal charge, proceedings, order or sentence, as applicable, to impose the Provisional Suspension.

**F.3.c.** The ITIA shall promptly notify the Covered Person that the Provisional Suspension has been imposed. The Covered Person may appeal the Provisional Suspension by sending a written notice of appeal to the ITIA within ten Business Days of notification. The ITIA will refer the Covered Person's appeal to an AHO. The AHO will establish an appropriate procedure for the Covered Person and the ITIA to make submissions. The AHO will determine the appeal as expeditiously as possible and ordinarily based on written submissions only unless the AHO determines that an oral hearing is necessary. Where there are a number of Covered Persons who appeal Provisional Suspensions which are based on related conduct and the AHO determines that an oral hearing is necessary, the AHO may hear the appeals together as he or she considers appropriate.

**F.3.d.** The provisions of Section H regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a Provisional Suspension. The Provisional Suspension shall take effect from the date on which the ITIA imposes the Provisional Suspension and shall remain in place in accordance with Section F.3.e.

**F.3.e.** A Provisional Suspension shall remain in force unless or until:

**F.3.e.i.** on appeal by the Covered Person, an AHO overturns a Provisional Suspension imposed by the ITIA;

**F.3.e.ii.** an AHO issues a Decision including the sanction (if any) in the Covered Person's case pursuant to Section G.4;

**F.3.e.iii.** the ITIA determines that the Covered Person will not be charged with a Corruption Offense(s);

- F.3.e.iv.** the ITIA determines that a Covered Person who was provisionally suspended under Section F.3.b.i.1 (failure to comply with a Demand) subsequently complied with the Demand; or
- F.3.e.v.** an AHO determines on application by the Covered Person that either of the following apply;
  - F.3.e.v.1** In respect of a Provisional Suspension imposed pursuant to Section F.3.b.i, 90 calendar days have passed since the latter of the imposition of a Provisional Suspension by the ITIA or the dismissal of an appeal against the imposition of a Provisional Suspension and as at the date of the application, none of the criteria in Section F.3.b apply; or
  - F.3.e.v.2** In respect of a Provisional Suspension imposed pursuant to Section F.3.b.ii, none of the criteria in Section F.3.b.ii apply as at the date of the application nor do any of the criteria in Section F.3.b.i.

In the event of an application by the Covered Person pursuant to Section F.3.e.v.1 or F.3.e.v.2, the ITIA is entitled to make submissions within five Business Days of notification of the application or such longer time period as the AHO may permit.

If an appeal against a Provisional Suspension is upheld, the ITIA cannot later impose a Provisional Suspension against the Covered Person on the same grounds unless it satisfies an AHO that there is new, relevant evidence. Where an AHO is satisfied, the ITIA may impose the Provisional Suspension in accordance with Section F.3.b and the Covered Person may appeal in accordance with Section F.3.c.

- F.3.f.** In the event that a Provisional Suspension is imposed against a Player under this Section F.3. whilst the Player is participating in an Event, that Player will be entitled to retain any ranking points and prize money that the Player has earned from participating in the Event in advance of the Provisional Suspension being imposed.
- F.3.g.** The ITIA will publicly report the imposition of a Provisional Suspension after the latter of the expiry of the appeal period or the decision of an



AHO to dismiss an appeal, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential, except in cases:

**F.3.g.i** involving a Covered Person who is under the age of eighteen; or

**F.3.g.ii** where there is a significant threat to the life and/or safety of the Covered Person or any member of their family; or

**F.3.g.iii** involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance where the ITIA (or an AHO in the case of an appeal) has determined that publication would undermine any case(s) or investigation(s) related to the information.<sup>2</sup>

#### **F.4. Referral to the AHO.**

If the ITIA concludes after an investigation that there exists a realistic prospect of the ITIA proving that a Corruption Offense has been committed, the ITIA shall, except when it elects to proceed pursuant to Section F.5. or F.6., refer the matter to an AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

#### **F.5. Agreed Disposition.**

At the conclusion of an investigation, if the ITIA concludes that there exists a realistic prospect of the ITIA proving that a Corruption Offense has been committed, the ITIA may send a Proposal for Disposition to a Covered Person setting out:

**F.5.i.** the Corruption Offense(s) alleged to have been committed, including the Section(s) of this Program alleged to have been infringed;

**F.5.ii.** the facts upon which such allegations are based;

**F.5.iii.** the potential sanctions prescribed under this Program for such Corruption Offenses;

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<sup>2</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



**F.5.iv.** the ITIA's proposed sanction(s); and

**F.5.v.** a warning that acceptance of the Proposal for Disposition waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction.

If the Covered Person accepts the Proposal for Disposition within ten Business Days of the receipt of the Proposal for Disposition, then the proposed sanction(s) becomes a final, non-reviewable, non-appealable and enforceable Agreed Sanction, except where an AHO subsequently reduces the Agreed Sanction pursuant to Section H.6 if the Covered Person has provided Substantial Assistance to the ITIA. Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance<sup>3</sup> as described in Section H.6. and, as determined at the discretion of the AHO, publication would undermine any case(s) or investigation(s) related to the purported Substantial Assistance information, the ITIA will publicly report any Agreed Sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

If the Covered Person does not accept the Proposal for Disposition within ten Business Days of the date of receipt of the Proposal for Disposition, then the ITIA shall refer the matter to an AHO in accordance with Section F.4 and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

If the Covered Person is under the age of eighteen, the Proposal for Disposition must be delivered to the Covered Person and a parent of the Covered Person, or a legal guardian(s) or other representative(s) authorized to act on behalf of the Covered Person.

Notwithstanding the final and binding nature of an Agreed Sanction, the Covered Person may, at any time after an Agreed Sanction has become final and binding, make an application to the AHO pursuant to Section H.6 of this Program.

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<sup>3</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.

## **F.6. Offenses.**

**F.6.a.** At the conclusion of an investigation, if the ITIA determines that the preponderance of the evidence demonstrates that a Covered Person has committed an Offense under Section D.1.a, D.1.b., D.1.d., D.1.h., D.1.n., D.1.o., D.1.p., D.1.q., D.2., F.2.b. or F.2.d. that should be subject to no more than a six month suspension and/or a fine up to \$10,000, the ITIA may send a Notice of Offense to a Covered Person setting out:

**F.6.a.i.** the Corruption Offense that has been determined to have been committed, including the Section of this Program determined to have been infringed;

**F.6.a.ii.** the facts upon which such allegations are based;

**F.6.a.iii.** the potential sanctions prescribed under this Program for such Corruption Offense;

**F.6.a.iv.** the sanction, as determined by the ITIA, which shall be no less than an unpublished warning and shall not exceed a six month suspension and/or a fine up to \$10,000;

**F.6.a.v.** a warning that failure to appeal the Notice of Offense within ten days (or such other time specified by the ITIA in the Notice of Offense) constitutes acceptance of the sanction and waives (i) any right to any hearing before an AHO, (ii) any right to appeal in accordance with Section I of this Program, and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the sanction; and

**F.6.a.vi.** a warning that (i) the Covered Person shall solely be responsible for payment of any legal fees or costs the Covered Person incurs in connection with any appeal and (ii) appealing the Notice of Offense may result in an AHO's imposing a sanction greater than the sanction specified in the Notice of Offense.

**F.6.b.** Within ten Business Days of the date of receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense), the Covered Person may appeal the Notice of Offense by providing written notice to the ITIA that the Covered Person:



- F.6.b.i.** admits the Offense but seeks to mitigate the sanction; or
- F.6.b.ii.** disputes the Offense and the sanction.
- F.6.c.** Unless the ITIA provides the Covered Person a Proposal for Disposition pursuant to Section F.5., the ITIA shall refer any appeal of any Notice of Offense to an AHO for final determination.
- F.6.d.** If the Covered Person admits the Offense but seeks to mitigate the sanction under F.6.b.i., the AHO shall determine the sanction without a hearing based on the written submissions of the Covered Person and the ITIA.
- F.6.e.** If the Covered Person disputes the Offense and the sanction under F.6.b.ii., the matter shall proceed to a final hearing before the AHO, which shall be conducted in accordance with the procedures described in G.2. and G.3. of the Program. If the AHO determines that a Corruption Offense has been committed, the AHO shall issue a sanction in accordance with Section H.
- F.6.f.** The AHO's ruling on the Covered Person's appeal of the Notice of Offense pursuant to F.6.b. shall be a final determination of the matter, and the Covered Person shall not be permitted to file any claim, further appeal or seek any other relief from CAS or any other court or tribunal regarding the AHO's ruling.
- F.6.g.** If the Covered Person does not appeal the Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense), then the sanction becomes a final, non-reviewable, non-appealable and enforceable sanction. Except in cases (i) involving a Covered Person who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family, (iii) involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance<sup>4</sup> as described in Section H.6. where an AHO has determined that publication would undermine any case(s) or investigations(s) related to the information or (iv) involving a Covered

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<sup>4</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



Person whose sanction determined by the ITIA is a warning without any suspension or fine, the ITIA will publicly report any sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

**F.6.h.** Any suspension resulting from the Offense procedure described in Section F.6. shall commence (i) on the day after the expiration of the time specified in Section F.6.b. within which the Covered Person may appeal the Notice of Offense or (ii) in the case of an appeal, on the day after the AHO issues a final ruling pursuant to Section F.6.e.

## **F.7. Contact Requirements.**

Each Covered Person shall be determined to be immediately contactable at their current (i) postal address, (ii) personal mobile telephone or (iii) personal email address. A Notice or communication sent to any postal address, email address or mobile telephone number provided by the Covered Person to a Governing Body or directly to the ITIA shall be deemed to have been sent to the Covered Person's current address or mobile telephone number. In each case it is the responsibility of the Covered Person to ensure that the relevant Governing Body has been provided with the necessary up to date contact details. Any Notice or other communication delivered hereunder to a Covered Person shall be deemed to have been received by the Covered Person (i) in the case of a postal address, on the date of delivery to such address in the confirmation of delivery provided by the relevant courier service company or (ii) in the case of a personal mobile telephone or personal email address, at the time the relevant communication was sent.

## **G. Due Process**

### **G.1. Commencement of Proceedings.**

**G.1.a.** When the ITIA refers a matter to the AHO pursuant to Section F.4., the ITIA shall send a Notice of Major Offense to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:

**G.1.a.i.** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;



**G.1.a.ii.** the facts upon which such allegations are based; the potential sanctions prescribed under this Program for such Corruption Offense(s); and

**G.1.a.iii.** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.

**G.1.b.** The Notice of Major Offense shall also specify that, if the Covered Person wishes to dispute the ITIA allegations, the Covered Person must submit a written request to the AHO for a Hearing so that it is received as soon as possible, but in any event within ten Business Days of the date of the receipt of the Notice of Major Offense.

**G.1.c.** Two or more Covered Persons may be charged in the same Notice of Major Offense and the case shall proceed on a consolidated basis when any of the following applies:

**G.1.c.i.** each Covered Person is charged with accountability for each Corruption Offense charged;

**G.1.c.ii.** each Covered Person is charged with conspiracy and some of the Covered Persons are also charged with one or more Corruption Offenses alleged to have been committed in furtherance of the conspiracy; or

**G.1.c.iii.** even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice of Major Offense alleged that the Corruption Offenses which were charged were part of a common scheme or plan.

Consolidated proceedings may be severed by the AHO for the fair and efficient management of the proceedings upon the request of a Covered Person.

**G.1.d.** A Covered Person shall direct any response to a Notice of Major Offense to the AHO with a copy to the ITIA and may respond in one of the following ways:

**G.1.d.i.** to admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and 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, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the ITIA on the recommended sanction.

**G.1.d.ii.** to deny the Corruption Offense and to have the AHO determine at a Hearing conducted in accordance with Section G.2. (i) whether any Corruption Offense has been committed and (ii) any applicable sanctions.

**G.1.d.iii.** to admit that he or she has committed the Corruption Offense(s) specified in the Notice of Major Offense, but to dispute and/or seek to mitigate the sanctions specified in the Notice of Major Offense. Either a request for a hearing or a written submission solely on the issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice of Major Offense. If a hearing is requested, it shall be conducted in accordance with Section G.2. If no hearing is requested, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice of Major Offense and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the ITIA.

**G.1.e.** If the Covered Person fails to file a written request for a Hearing by the deadline set out in Section G.1.b., he or she shall be deemed:

**G.1.e.i.** to have waived his or her entitlement to a Hearing;

**G.1.e.ii.** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice of Major Offense;

**G.1.e.iii.** to have acceded to the potential sanctions specified in the Notice of Major Offense; and

**G.1.e.iv.** the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice of Major Offense and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the ITIA on the recommended sanction).

- G.1.f.** If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the SB appoint a substitute or successor AHO for such matter in accordance with Section F.1.
- G.1.g.** In the event a Covered Person requests a Hearing under Section G.1.d.ii or G.1.d.iii, thereafter, but no more than fifteen Business Days after the date of the Notice or request for a Hearing is received, the AHO shall convene a meeting or telephone conference with the ITIA and/or its legal representatives (if any), the Covered Person to whom the Notice of Major Offense 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 or telephone conference the AHO shall:
- G.1.g.i.** determine the date(s) (no sooner than twenty Business Days after the meeting or telephone conference, 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 of Major Offense is sent, and ordinarily within ninety calendar days of the date that the Covered Person requests a Hearing.
  - G.1.g.ii.** establish dates reasonably in advance of the date of the Hearing at which:
    - G.1.g.ii.1.** the ITIA and the Covered Person shall produce (i) any relevant documents or other materials upon which they intend to rely at the Hearing and (ii) any relevant documents or other materials requested by the other party where it is appropriate to do so;
    - G.1.g.ii.2.** the ITIA and the Covered Person shall exchange any sworn witness statements, together with copies of any exhibits that they intend to rely on at the Hearing;
    - G.1.g.ii.3.** the ITIA shall submit a written brief with argument on all issues to be raised at the Hearing;

**G.1.g.ii.4.** the Covered Person shall submit an answering brief, addressing the arguments of the ITIA and setting out argument on the issues that the Covered Person wishes to raise at the Hearing; and

**G.1.g.ii.5.** the ITIA may submit a reply brief, responding to the answer brief of the Covered Person.

**G.1.h.** If the ITIA and/or the Covered Person wish to rely upon the testimony of any individual at the Hearing they must (i) serve a sworn witness statement for that individual in accordance with the date agreed at Section G.1.g.ii.2. above in which the testimony is set out in full and (ii) ensure that the relevant individual makes themselves available to participate in the Hearing so that they may be cross-examined on their written evidence.

**G.1.i.** The ITIA and/or Covered Person may rely on any and all information and evidence gathered at any time prior to the filing of their written brief. After filing their written brief, additional information or evidence may only be relied on with the permission of the AHO, who, if permission is granted, shall ensure that the other party has a suitable opportunity to respond. The ITIA may at any time in the proceedings apply to the AHO for permission to amend the charges with which the Covered Person has been charged.

**G.1.j.** An AHO may at any time, on an application by a party for the fair and efficient management of the proceedings, order consolidation or separate proceedings under the Program if the AHO is satisfied that it is appropriate and in the interests of the fair and efficient management of proceedings to do so.

## **G.2. Conduct of Hearings.**

**G.2.a.** Hearings shall be conducted on a confidential basis and may be convened entirely by video-link if the AHO and all parties agree. Where the Hearing is to be held in person, ordinarily the Hearing shall take place in the hearing room of the ITIA in London, England, or, if the parties agree, the Hearing may alternatively be held in Florida, USA, or another location agreed by the parties in addition to the AHO. Where

the Hearing is held in-person, each party shall bear their own travel and accommodation costs.

- G.2.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.
- G.2.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, challenge the evidence of the other party through cross-examination, address the AHO and present his, her or its case. The written witness evidence submitted, including that of a Covered Person, shall stand as the evidence of that witness without the need for direct examination at the Hearing.
- G.2.d.** The ITIA shall make arrangements to have the Hearing recorded or transcribed at the ITIA expense. If requested by the Covered Person, the ITIA shall also arrange for an interpreter to attend the Hearing, at the ITIA's expense.
- G.2.e.** Witness testimony presented in person or by audio or video conference is acceptable.
- G.2.f.** The SB members, PTIOs and any employees of the ITIA who are not witnesses shall be permitted to attend all hearings, in person or by audio or video conference.

### **G.3. Burdens and Standards of Proof.**

- G.3.a.** The ITIA (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 ITIA has

established the commission of the alleged Corruption Offense by a preponderance of the evidence.

- G.3.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.
- G.3.c.** The standard of proof for a Provisional Suspension shall be the preponderance of the evidence.
- G.3.d.** 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.

#### **G.4. Decisions.**

- G.4.a.** Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section 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. In the event that the Covered Person is found liable of one or more of the charges against them and sanction is not determined at the same time as the decision on liability, the AHO, either of the AHO's own volition or on an application by the ITIA, must impose a Provisional Suspension pending the final decision on sanction.
- G.4.b.** The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 15 Business Days after the Hearing. Such Decision will be sent to the parties and shall set out and explain:
  - G.4.b.i.** the AHO's findings as to what Corruption Offenses, if any, have been committed;
  - G.4.b.ii.** the sanctions applicable, if any, as a result of such findings;
  - G.4.b.iii.** that any fine must be paid in full prior to applying for reinstatement;

**G.4.b.iv.** for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and

**G.4.b.v.** the rights of appeal applicable pursuant to Section I of this Program.

**G.4.c.** The ITIA 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 ITIA. Each party shall bear its own costs, legal, expert and otherwise.

**G.4.d.** Subject only to the rights of appeal under Section 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.

**G.4.e.** If the AHO determines that a Corruption Offense has been committed, the ITIA will publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential, except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance<sup>5</sup> where an AHO has determined that publication would undermine any case(s) or investigation(s) related to the information.

## H. Sanctions

**H.1.** Except as provided in Sections F.5. and F.6., the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

**H.1.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 from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c., and (iii) with

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<sup>5</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.

respect to any violation of Section D.1., clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

- H.1.b.** With respect to any Related Person or Tournament Support Person, (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 from Participation in any Sanctioned Events for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (c)-(p), Section D.2 and Section F., ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.
- H.1.c.** A Covered Person who has been declared ineligible from Participation in a Sanctioned Event shall be permitted to receive accreditation or otherwise access a Sanctioned Event if invited to do so by any Governing Body for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.
- H.1.d.** No Player who has been declared ineligible shall, during the period of ineligibility, be credited with any ranking points for any competition played during the period of ineligibility.
- H.1.e.** A period of ineligibility under Section H.1.a. or b. shall be tolled during any period for which (i) a Covered Person is suspended by a Governing Body for violating a code (other than this Program) that regulates the conduct of the Covered Person, including but not limited to the Tennis Anti-Doping Programme, or (ii) a Player seeks or has obtained approval of a protected ranking or a special ranking for any reason, including due to injury.
- H.2.** The ITIA may report information regarding an investigation to the SB and the Governing Bodies at any time.
- H.3.** The ITIA may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.

- H.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.
- H.5.** If a Covered Person breaches the terms of any sanction applied by an AHO under this Program or a sanction applied or upheld by CAS, the case shall be referred back to the AHO who imposed the original sanction, who may, at their discretion, impose an additional sanction. The AHO shall also determine whether further written submissions or a further Hearing are required.
- H.6.** Substantial Assistance. At any time other than during the pendency of an appeal of a Decision, the AHO may reduce any period of ineligibility if the Covered Person has provided Substantial Assistance to the ITIA. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the ITIA to make submissions regarding the application. Where a Covered Person commits a Corruption Offense in order to provide Substantial Assistance, the commission of the Corruption Offense shall invalidate the Substantial Assistance application and the ITIA will, notwithstanding any prior contrary order of an AHO, publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential and the exceptions set forth in Section G.4.e. Further, such Corruption Offense may be the subject of a separate prosecution by the ITIA. The AHO has complete discretion in consideration of an application for reduction of a penalty under this provision.

## **I. Appeals**

- I.1.** The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b; or (ii) a determination that the AHO lacks jurisdiction to rule on an alleged Major Offense or its sanctions. For the avoidance of doubt, appeals against more than one of the elements of a Decision set out in Section G.4.b must be made to the CAS together. Where separate decisions are rendered by an AHO for one or more elements of a Decision set out in Section G.4.b, the time to appeal shall commence running on the date of receipt by the appealing party of the last such decision. The appeal shall be conducted in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings. For the avoidance of doubt, a decision with respect to (i) a Provisional Suspension or (ii) Substantial Assistance cannot be appealed to CAS.



- I.2. Any decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
- I.3. In any CAS appeal, the proper parties are (i) the Covered Person and (ii) the ITIA. Neither the AHO, SB, the employees, agents and attorneys of the ITIA, the Tennis Integrity Unit, the PTIOs, the Governing Bodies nor their employees shall be named as parties.
- I.4. 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.
- I.5. 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.
- I.6. A Covered Person's failure to notify the ITIA of an appeal of a Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense) constitutes acceptance of the sanction and waives (i) any right to any hearing before an AHO, (ii) any right to appeal in accordance with Section I of this Program, and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the sanction.
- I.7. Acceptance of a Proposal for Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction, which is final, non-reviewable, non-appealable and enforceable upon a Covered Person's acceptance of a Proposal for Disposition.

## **J. Conditions of Reinstatement**

- J.1. Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.
- J.2. All fines and/or prize money forfeitures imposed on Covered Persons hereunder must be paid within thirty calendar days following the letter of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the Covered Person shall be ineligible for

participation in any Sanctioned Event until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and/or the ITIA shall have the discretion to establish an instalment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

## **K. General**

- K.1.** 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.
- K.2.** 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.
- K.3.** 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.
- K.4.** 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.
- K.5.** 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 any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
- K.6.** Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person.
- K.7.** Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

## Appendix 1

Grand Slam Tournaments (Excluding the Junior Competition)

Nitto ATP Finals

Next Gen ATP Finals

ATP Masters 1000

ATP 500

ATP 250

ATP Challenger Tour

WTA Finals

WTA Elite Trophy

WTA 1000

WTA 500

WTA 250

WTA 125

ITF World Tennis Tour Tournaments (Excluding Junior Tournaments)

Davis Cup

Billie Jean King Cup

Hopman Cup

ATP Cup

Laver Cup

Olympic Tennis Event

Paralympics Tennis Event

Wheelchair Tennis Events

Any addition of a professional tennis match or other tennis competition to this Appendix 1 must be agreed by the ITIA.