IN THE MATTER OF CHARGES BROUGHT BY

THE INTERNATIONAL TENNIS INTEGRITY AGENCY ("ITIA")

AGAINST LAURO MILANOVIC ("Mr Milanovic")

PURSUANT TO THE TENNIS ANTI-CORRUPTION PROGRAMME (TACP)

BEFORE ANTI-CORRUPTION HEARING OFFICER, IAN MILL KC

DECISION AND ORDER

DECISION

(1) Introduction and Summary

1. Mr Milanovic is a 33-year-old Croatian tennis player. The ITIA sent him a Notice of Major Offense in May 2025. It contained two Charges – one relating to alleged betting on tennis matches in 2018 ("**Charge 1**") and the other relating to alleged non-cooperation with an ITIA investigation in 2024 (**"Charge 2"**).

2. Mr Milanovic failed to respond timeously to that Notice, in consequence of which by a letter dated 20 June 2025 the ITIA imposed upon Mr Milanovic a Deemed Sanction (pursuant to Section G.1.b.ii of the 2025 edition of the TACP) of an eight-year ban commencing on 20 June 2025 and a fine of USD $10,000.

3. Mr Milanovic appealed in time against the imposition of that Sanction, asserting that he had not committed either of the Offenses with which he had been charged. What follows is my Decision on that appeal, which is (by reason of the terms of Sections G.1.b.ii and I.1 of the 2025 TACP) the final determination of the matter and one from which no further appeal by Mr Milanovic lies.

4. In the event, I decided the two Charges separately. In December 2025, I acceded to the request of Mr Milanovic's legal representative, Mr Lovro Badzim, an Attorney-at-law in Zagreb, that his client's jurisdictional challenges to Charge 1 be determined first. On 20 January 2026, I communicated to the parties my Decision on that Charge, dismissing it on one of those grounds of challenge: the ITIA (represented by Mr Alasdair Muller of Messrs Bird & Bird) had failed to satisfy me that Mr Milanovic was a Covered Person at the material time (that is to say, 2018, when the alleged betting offenses were said to have occurred). Not being a Covered Person at that time, Mr Milanovic was not bound by the terms of the 2018 edition of the TACP and thus was not prohibited from betting as alleged. Thus, even if he had (contrary to his denial) participated in such betting activities, Mr Milanovic had no liability under the 2018 TACP in consequence. In section 2 of this Decision, I set out my reasons for that conclusion, as communicated by me to the parties orally on 20 January 2026.

5. The substantive hearing in relation to Charge 2 took place remotely on 1 April 2026. Oral evidence was given by Mr Milanovic and I received written and oral submissions from Mr Muller and Mr Badzim. Subsequent additional written submissions were filed, with my consent, by both parties. My Decision on Charge 2 follows in section 3 below. For the reasons set out in that section, I have rejected each of Mr Milanovic's grounds of challenge to that Charge. I have found that Mr Milanovic failed to cooperate with an ITIA investigation in 2024, in breach of Section F.2.b of the 2024 edition of the TACP.

6. In consequence of the dismissal of Charge 1, I have reduced the period of ban from eight years to six years and six months. I have also removed the obligation to pay the USD$ 10,000 (or any) fine.

7. Before turning to my Decision on each Charge, I wish to express my gratitude to the parties' representatives (including those identified above and Mr Alistair McHenry of Tyr solicitors, who acted for the ITIA in the early stages) for the very considerable assistance they have provided throughout.

(2) Decision on Charge 1

8. The subject matter of Charge 1 was a series of bets allegedly placed by Mr Milanovic in breach of Section D.1.a of the 2018 edition of the TACP, on aspects of a Woman's Singles tennis match, played in an ITF tournament in December 2018.

9. In ITIA's Written Brief in support of that Charge, Mr Milanovic was said to have been a Covered Person, and thus subject to the TACP and the jurisdiction of the TIU (the ITIA's predecessor) at the relevant time (i.e in December 2018), on the basis that he had "*a professional playing history spanning between May 2014 and April 2023*". However, on scrutinising that history, it is apparent that Mr Milanovic did not play in any qualifying Event between November 2015 and April 2022.

10. The 2018 version of the TACP provided that a "Covered Person" referred (insofar as relevant) to "*any Player*", and a "Player" referred to "*any player who entered or participated in any Event*". "Event" encompassed *"those professional tennis matches and other tennis competitions identified in Appendix 1"*. The list in Appendix 1 included named ATP, WTA and ITF categories of tournament, as well as major tournaments such as the Grand Slams and the Davis Cup.

11. This led Mr Milanovic in his Answering Brief to assert (among other things) that he was not a Covered Person in December 2018 and thus not subject to the TACP's prohibition on betting upon which Charge 1 was based[1].

12. In its Reply Brief on this point, the ITIA made the following assertions:

    12.1 It was not Mr Milanovic's case that he had retired in 2015 (when he would have been 22), or at any time before he entered further ITF tournaments in April 2022 and April 2023.

[1] In addition to the point dealt with in this Section of the Decision, Mr Milanovic advanced a wholly separate jurisdictional argument based upon the doctrine of *lex mitior.* Given the substance of my Decision on Charge 1, it is not necessary to address this further head of argument.

12.2 Mr Milanovic thus remained a Covered Person after 2015, including in December 2018 when the events giving rise to Charge 1 are said to have occurred.

12.3 Mr Milanovic did not obtain the benefit of a "holiday" from the TACP in the period 2015-2023 just because he did not qualify for professional events during that period.

13. On 10 December 2025, I gave directions for the determination of Mr Milanovic's jurisdictional challenges, without the need for an oral hearing but following the exchange of further written submissions.

14. On 18 December 2025, the ITIA circulated an email, in which it stated that it had received the following further information from the ITF:

"*Despite competing in ITF sanctioned events in 2014/15, Mr Milanovic did not in fact register for the IPIN until 2022. Mr Milanovic's IPIN was renewed once (in 2023).*

*Mr Milanovic completed the ITF Player Welfare Statement (**PWS**) in 2022, 2023, and 2024.*

The ITF is not currently aware of how Mr Milanovic was able to compete in the 2014/15 events without having registered for an IPIN or completed the PWS."

15. The ITIA concluded the email as follows (emphasis added):

"*For the avoidance of doubt, notwithstanding the fact that Mr Milanovic did not have an IPIN (and did not complete the TIPP or Player Welfare Statement) until 2022, the ITIA maintains that Mr Milanovic was bound by the TACP from 2014 onwards **by virtue of his participation in Covered Events in 2014 and 2015"***.

16. This conclusion caused me to send the following message to the parties, by email on 21 December 2025:

"*I refer to the last paragraph of Mr Muller's email below:*

... [quoted above]

I am currently unclear how this is the case in the context of the alleged 2018 Corruption Offenses.

I have studied the versions of the TACP for the year 2018 and for subsequent years and have noted the following:

1. *The TACP 2018 defines a Player as "any player who enters or participates in any Event". Events are "those professional tennis matches and other tennis competitions identified in Appendix 1".*

2. *Section K6 of the TACP 2018 provides: "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."*

3. *It appears therefore that "any Event" in the definition of a Player in the TACP 2018 is an Event in 2018.*

4. *It was in the 2019 version of the TACP for the first time that the definition of a Player was amended to include the following additional wording:*

   "A person shall continue to be a Player for the purposes of this Program until two years after the last Event at 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."

5. *It is not clear to me on what basis that provision could have retrospective effect."*

17. On 9 January 2026, the ITIA filed its final written submissions on the jurisdiction issues. A series of points were made, the substance of which are summarised and addressed below.

17.1 Section C.1 of the TACP in 2014 (when Mr Milanovic first became a Player and thus a Covered Person) and in 2018 (when the alleged betting offenses upon which Charge 1 is based occurred) provided (with emphasis added) that: "*All Players…shall be bound by and shall comply with all the provisions* ***of this Program****"*. The ITIA argued that the terms of Section C.1 during this period "*must be interpreted to mean that Players agreed to be bound by successive editions of the TACP until such time as they ceased to be a Player (i.e. by virtue of their formal retirement from professional tennis). In other words, the reference to "this Program" in Section C.1 must be understood to be a reference to the TACP generally, rather than to any specific edition*".

17.2 The 2019 edition of the TACP contained for the first time an express reference to retirement in the context of defining who was or was not a "Player" (see the quotation from that year's edition in my December email set out in paragraph 16 above). Nonetheless, the ITIA submitted that "*the principle contained in the pre-2019 regulations [was] that the…TACP…bound a Player until such time as they formally retired*". I assume it is in the context of that submission that the ITIA asserted that: "*the reference to "this Program" in Section C.1 must be understood to be a reference to the TACP generally, rather than to any specific edition"* (see paragraph 17.1 above).

17.3 Be that as it may, I disagree with the ITIA as to the correct meaning of the expression "this Program" in Section C.1 of the 2018 edition of the TACP (and earlier editions). This expression appears on a number of occasions in the 2018 edition, including in Section K.6 (the text of which is also set out in my December email). That text establishes unequivocally that: (1) the 2018 edition of the TACP is applicable to the Charge1 Offense allegations, because they are alleged to have occurred during that year[2]; and (2) the

[2] Thus, the Notice sent to Mr Milanovic in May 2025 refers (in relation to Charge 1) to alleged breach of Section D.1.a of "the TACP 2018").

expression "this Program" in the text of that Section refers to that year's edition of the TACP.

17.4 It is inherently improbable that the same expression should have different meanings when used more than once in the same legal text. In any event, however, the matter is conclusively determined by the definition of "Program" in the 2018 edition of the TACP (Section B.19) as referring to "***this*** *Tennis Anti-Corruption Program*" (emphasis added) and by the introduction to Section D of that edition, which provided that the commission of any offense set forth in e.g. Section D "*of this Program*" constituted a Corruption Offense for all purposes "*of this Program*".

17.5 Additionally:

(1) The definition of the word "Player", as used in Section C.1 of the 2018 edition of the TACP, is "*any player who enters or participates in any Event*".[3]

(2) "Event" is defined as referring to "*those professional tennis matches and other tennis competitions identified in Appendix 1*".[4]

(3) Section D.1.a of the 2018 edition of the TACP (the Section allegedly breached by Mr Milanovic, according to Charge 1 in the Notice of Major Offense against him) prohibited a Covered Person from wagering or attempting to wager on the outcome or any other aspect of "*any Event or any other tennis competition*".

(4) As explained in paragraph 17.3 above, such an Event had to have taken place in 2018 for the TACP 2018 to be engaged.

(5) Accordingly, Mr Milanovic was not "a Player" for the purposes of the 2018 edition of the TACP unless he had entered or participated in a tennis match qualifying as an Event in that year. That has not been suggested, let alone established, by the ITIA.

[3] Section B.18 of the TACP 2018
[4] Section B.9 of the TACP 2018

17.6 I have in any event found the ITIA's reliance upon the TACP "*generally*" a somewhat elusive approach to understand, given the material changes in its textual content over time (the change to Section C.1 in the 2019 edition of the TACP, referred to above, being a case in point). Where the text changes over time, to which version of the text am I to refer?

17.7 I have not been assisted in this regard (or otherwise) by the ITIA's reliance in its submissions upon extraneous considerations, such as the text of the ITF's non-contractual Player Welfare Statements, comments made by Mr Milanovic when first interviewed by the ITIA in April 2024 or his subsequent conduct and submissions in these proceedings. Equally, I have treated as irrelevant the stated acceptance by the ITIA interviewer in April 2024 in relation to Mr Milanovic that "*at the time of this particular match [in December 2018] you weren't a Covered Person and you weren't bound by the Tennis Anti-Corruption Programme, so you could bet on tennis*").

17.8 On the other hand, the ITIA's final submission, based upon asserted underlying policy considerations, is (in principle, at least) one that is relevant. The TACP is certainly a crucial element in the ITIA's laudable efforts to maintain, insofar as possible, integrity in professional tennis. So, argues the ITIA, it is necessary as a matter of policy to construe the TACP in a manner which advances, not frustrates, the purpose of its existence. That, it is said, requires me to construe the 2018 edition of the TACP as having the meaning and effect set out in paragraphs 17.1 and 17.2 above. I would see some force in that argument if there were a relevant ambiguity of meaning and I was seeking to identify the principles which should guide my approach to resolving that ambiguity. That, however, is not this case.

17.9 For the reasons set out above, it seems to me that the meaning of the 2018 edition of the TACP is clear. I do not accept that there are any policy considerations which permit (let alone oblige) me in those circumstances to re-write the text of that edition so that its meaning and effect coincide with the ITIA's desired outcome. In so concluding, I have taken fully into

account the two judicial decisions upon which the ITIA relied in its submissions in this regard:

(1) *GNK Dinamo v UEFA* CAS 2013/A/3324, in which the Panel referred (at paragraph 9.11) to a series of principles of interpretation of a federation's regulations, breach of which entailed disciplinary sanctions, which included the following: "*They must be precise if binding upon athletes…any ambiguity in the rules must be construed contra preferentem…rules must be applied according to their spirit* ***not merely according to their letter***". (Emphasis added). Thus, the actual wording of a rule is to be applied as part of that rule's interpretation.

(2) The Decision of the Supreme Court of Florida[5] in *City of Homestead v Johnson* 760 So. 2d. 80, which included the following: "***any ambiguity in the terms*** *should be resolved in favor of upholding the purpose of the agreement…*" (Emphasis added).

17.10 Doubtless, this disjunct between actual and desired meanings goes some way at least towards explaining the change in the content of the TACP between 2018 and 2019 to which I refer in paragraph 17.2 above. Had the alleged events in question taken place in 2019, this current jurisdictional argument being advanced by Mr Milanovic would not have been available to him. Since, however, they are alleged to have taken place in 2018, and since it is not argued (nor could sensibly be argued) that the change to the TACP made in 2019 has retrospective effect, this ground of jurisdictional challenge is not only one that is available to him but it is one on which, for all the reasons given above, he is entitled to succeed.

18. Accordingly, Charge 1 against Mr Milanovic must be dismissed.

[5] Section K.3 of the TACP 2018 provides that it is governed in all respects by Florida Law.

(3) Decision on Charge 2

19. Charge 2 in the Notice of Major Offense sent to Mr Milanovic in May 2024 alleged a breach of Section F.2.b of the 2024 edition of the TACP. That Section provided as follows:

> *"All Covered Persons must cooperate fully with investigations conducted by the ITIA…A Covered Person's failure to comply with any Demand…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".*

20. The factual background originally relied upon by the ITIA in that Notice included reference to betting accounts held in the name of Mr Milanovic. Following my Decision on Charge 1, the ITIA's focus has been on the other specific aspect of the Notice, namely allegations and evidence allegedly received from a sanctioned Covered Person in 2023 that Mr Milanovic had been involved in corrupting tennis matches.

21. The ITIA first interviewed Mr Milanovic on 18 April 2024 in Dubrovnik, Croatia. Its submissions as to what occurred at that interview and subsequently, resulting in the Charge of non-cooperation are as follows:

> *"The ITIA presented Mr Milanovic with the evidence in its possession giving the ITIA reasonable grounds to believe that he had committed [several Corruption Offences while bound by the TACP as a Player, including attempts to corrupt tournament referees in 2023] and requested that he provide the ITIA with access to his mobile device(s) so that it could investigate those suspected Corruption Offenses further.*
>
> *Mr Milanovic stated that he had left his phone in his* [redacted] *car and so could not provide it to the ITIA at that time. Mr Milanovic also repeatedly expressed reservations about providing his phone to the ITIA and indicated that he wished to take advice from a friend who was studying law before agreeing to comply with the ITIA's request.*

The ITIA investigators asked that Mr Milanovic provide his mobile device to them the following morning, once he had retrieved it from his [redacted] car, and to confirm to them overnight that he would do so. However, Mr Milanovic did not comply with that request, and the ITIA received no further communication from Mr Milanovic following the conclusion of the interview.

The ITIA subsequently sent a formal written Demand to Mr Milanovic by email on 24 April 2024 repeating its request that he provide access to his mobile device(s) pursuant to Section F.2.d of the 2024 TACP. Mr Milanovic has failed to provide access to his device(s) whether within the timeframe required by the Demand, or at any point since.

… Mr Milanovic has breached [section F.2.b of the 2024 TACP] by:

[1] failing to meet with the ITIA investigators on the morning of 19 April 2024, and/or failing to communicate with the ITIA investigators following the conclusion of the first interview to let them know that he did not intend to meet with them on 19 April 2024;

[2] failing to communicate with the ITIA investigators at any other point between 19 April 2024 and 24 April 2024 to make alternative proposals as to how he could provide the ITIA investigators with access to his phone; and

[3] failing to provide his mobile device(s) and information from his Telegram account to the ITIA's investigators despite the ITIA's valid Demand that he [do] so".

22. The ITIA's submissions expanded upon the period following the Demand emailed on 24 April 2024 as follows:

"Ms Calton [an ITIA investigator] proposed that access to Mr Milanovic's devices could be provided remotely in the course of a further interview with the ITIA to be conducted by video conference call.

After a further exchange of emails, that second interview (via conference call) was arranged for 23 May 2024, and Ms Calton asked Mr Milanovic to

attend with 'all mobile devices that you use or have access to'. Ms Calton also reminded Mr Milanovic throughout that further correspondence (and in particular in her emails of 24 April 2024 and 10 May 2024) of his obligations to cooperate with the ITIA's investigation under Section F.2.b of the 2024 TACP and of the terms of the ITIA's privacy policy…

The ITIA's second interview with Mr Milanovic took place remotely on 23 May 2024. During that interview:

[1] Mr Milanovic confirmed that he had received and understood the ITIA's Demand;

[2] the ITIA investigators requested permission to 'download today a copy of your Telegram account', and provided Mr Milanovic with further reassurances as to the 'strict parameters in which we can review data taken from your device';

[3] however, Mr Milanovic refused to allow the ITIA investigators to conduct a remote download of data from his mobile phone, stating 'I will show you everything. I will give you everything face to face, but you won't download anything';

[4] the ITIA investigators explained that this was not possible, noting 'we're not face to face. We are doing this remotely', and 'I gave you the opportunity when we were face to face, to bring me your phone the following day. You made absolutely no attempt to contact me to say whether you would or would not bring your phone the following day […] so you have had the opportunity to give me your phone face to face. You did not take that opportunity. I'm now giving you the opportunity to do it remotely.' Mr Milanovic maintained his refusal…"

23. The ITIA invites me to sanction Mr Milanovic on a basis which is akin to the underlying alleged offenses being investigated, which included possible attempts to corrupt tournament referees, contrary to (at least) Sections D.1.m.ii, D.1.n and D.1.o of the 2023 edition of the TACP. The ITIA further invites me to sanction Mr

Milanovic on this basis having regard to each of the three alleged breaches of section F.2.b of the 2024 TACP listed at the end of paragraph 21 above. I have set out in paragraph 22 above the events which the ITIA relies upon as having occurred following the Demand on 24 April 2024, because those events, in particular Mr Milanovic's participation in a second interview on 23 May 2024 to which he brought his mobile phone, serve to diminish if not remove completely the significance of the first two alleged breaches. By way of explanation, as it seems to me:

23.1 If the ITIA succeeds in establishing the third breach alleged (the ongoing failure of Mr Milanovic to provide his mobile device(s) and information from his Telegram account), then the first two breaches add nothing of substance to the severity of the third breach for sanctioning purposes.

23.2 If, on the other hand, the ITIA fails to establish the third breach (e.g. because the Demand is found by me not validly to have been made), then either the first two alleged breaches will fail as well in consequence, or it would be wholly inappropriate to sanction for those breaches on a basis which reflected the seriousness of the underlying alleged offenses being investigated; no adverse factual inferences which would permit such an outcome would follow from findings of non-cooperation to the extent only of the first two alleged breaches.

24. In other words, the substance of Charge 2 relates to the Demand made by the ITIA on 24 April 2024 and Mr Milanovic's asserted justifications for his subsequent non-compliance with it. That was the focus of the parties' submissions on Charge 2, and it is to the various arguments advanced by Mr Milanovic in that regard that I now turn.

25. I summarise Mr Milanovic's arguments as follows:

25.1 He had ceased to be a "Player" prior to becoming aware that he was the subject of an ITIA investigation.

25.2 Section F.2.d of the 2024 TACP was inapplicable and did not entitle the ITIA to require delivery up of Mr Milanovic's mobile phone because the ITIA did not have reasonable grounds to believe that Mr Milanovic might have committed a Corruption Offense.

25.3 There was no failure to cooperate by Mr Milanovic. The responsibility for the ITIA not having access to the contents of his mobile phone lies with the ITIA and the unrestricted and undefined scope of the access sought, which extended beyond that which could reasonably be connected to the alleged Corruption Offenses being investigated.

25.4 The ITIA could not rely upon Section F.2.e of the 2024 TACP to override the points on behalf of Mr Milanovic as summarised in paragraph 25.3 above, because the waiver contained within that Section in the circumstances did not displace Mr Milanovic's rights to procedural safeguards under Article 6 ECHR.

25.5 The ITIA's requirement for the immediate surrender of a mobile phone for copying and data extraction was inconsistent with the requirement under EU data protection standards for specific, informed and unambiguous consent to have been given.

26. Each of these arguments is addressed in turn below. I should make clear that, while I have considered, in reaching my decision on Charge 2, each and every element of each of the arguments raised by the parties, I have limited this Decision to my conclusions on those elements which merit in my judgment written elucidation, in the interests of proportionality.

27. <u>Paragraph 25.1: Was Mr Milanovic a Player?</u>

27.1 Mr Milanovic argues that he had ceased to be a Player (and thus had ceased to be bound by the TACP) prior to his receipt of the ITIA's Notice in May 2025 – i.e more than two years after he had played in his last Event (April 2023). He relies for that argument upon the definition of a "Player" in

Section B.27 of the 2024 edition of the TACP, which provides (insofar as relevant) as follows:

> "*A person shall be a Player for the purposes of this Program…until…two years after the last Event in which they enter or participate, unless, at…such time, the Player…(b) is aware that they are the subject of an ITIA investigation…in which case the covered period shall instead cease upon the ITIA closing the investigation…*"

27.2 There is a footnote referring to the phrase "*the Player is aware that they are the subject of an ITIA investigation"*, which reads:

> *"By way of example, through having been interviewed"*.

27.3 In relation to the exception resulting from there being an ITIA investigation, Mr Milanovic denies that, at any time prior to May 2025: (1) there was what amounted to an investigation for the purposes of that definition, and/or (2) if there was such an investigation, that he was aware of it.

27.4 These denials, as it seems to me, need to be assessed in the light of the following three events in 2024: the April 2024 interview, the April 2024 Demand and the May 2024 interview.

27.5 As to the April 2024 interview, Mr Milanovic submits that reliance upon it as triggering the investigation exception:

> "*conflates preliminary questioning with formal investigative status. An interview — particularly one consisting of exploratory or intelligence-gathering questions — is not, without more, equivalent to a formally opened investigation of which the individual has clear and specific notice. There is a fundamental legal distinction between informal fact-finding steps and the commencement of a defined investigation into identified alleged misconduct."*

27.6 During the course of his oral submissions on 1 April 2026, Mr Badzim on behalf of Mr Milanovic explained that, in relation to the Demand, "*it's*

vague, it's abstract, and it doesn't mean that a concrete investigation about a concrete act was commenced".

27.7 No separate submission was specifically made about the May 2024 interview, but I will assume that Mr Milanovic makes the same point as he does about the April 2024 interview (see paragraph 27.5 above).

27.8 The ITIA has not provided detailed responsive submissions in relation to the points made by Mr Milanovic as summarised above, because it instead places reliance upon Section C.3 of the relevant editions of the TACP (2025 and, possibly, 2024), which provides (insofar as relevant):

> "*The ITIA shall be permitted to issue a…Notice of Major Offense…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*".

27.9 In his oral closing submissions, Mr Badzim did not challenge or advance any positive response to this argument by the ITIA. That argument does indeed seem to me to be sufficient to provide the ITIA with a proper jurisdictional basis for bringing Charge 2 against Mr Milanovic, given that Mr Milanovic does not contend that he had ceased to be a Covered Person by April/May 2024.

27.10 Nonetheless, in case I am wrong about that, and in deference to Mr Milanovic's arguments summarised in paragraphs 27.1 to 27.7 above, I should: (1) make it clear that I do not in any event accept the validity of those arguments, and (2) explain (albeit briefly) my reasons for that conclusion.

27.11 I have re-read with care, for the purposes of this Decision, the transcripts of both interviews and the contents of the Demand. Having done so, it is clear to me: (1) that Mr Milanovic was in April/May 2024 the subject of an

"ITIA investigation" as referred to in Section B.27 of the 2024 TACP, and (2) that Mr Milanovic was aware of that fact. In particular:

(1) I do not consider the questioning of Mr Milanovic at either interview to consist of "informal fact-finding". For example, at pages 30-32 of the April interview, specific accusations of corruption by Mr Milanovic involving match officials (including an identified umpire, Marco Stojanovic, who was a "good friend" of Mr Milanovic and was serving a substantial ban for committing corruption offenses) were made against him, based upon a series of messages which he had been shown by those interviewing him. Moreover, the Demand included the following text (which I do not regard as either "*vague*" or "*abstract*"):

"*The ITIA believes that you may have committed one or more Corruption Offenses in breach of the TACP.*

As a result, and in accordance with the terms of Section F.2.d of the TACP, the ITIA is making a Demand that you provide the personal devices and or information set out in Schedule 1 to this Demand to the ITIA within the time period stated…If the Demand is not complied with, your failure to comply may be considered as non-cooperation with an investigation of the ITIA in breach of Section F.2.b.of the TACP".

(2) Quite apart from the footnote to Section B.27 quoted in paragraph 27.2 above, it is obvious both from the contents of his interviews and of the Demand (quoted in sub-paragraph (1) above) that Mr Milanovic was fully aware in April/May 2024 that he was the subject of an ITIA investigation. Indeed, at the outset of the April interview (pages 2-3 of the transcript), he read out a declaration which included the following:

"*I acknowledge and accept that the record of this interview can be used as evidence in any proceedings which result from this ongoing investigation",*

and confirmed that he understood what he had read out and agreed to it.

27.12 Accordingly, Mr Milanovic's first ground of challenge to Charge 2 fails.

28. Paragraph 25.2: Reasonable Grounds?

28.1 The ITIA accepts that it cannot succeed on its case of non-cooperation against Mr Milanovic if there was no requirement for Mr Milanovic to cooperate in the first place. In the context of Mr Milanovic's asserted non-compliance with the 24 April Demand, that requires the ITIA to establish that Section F.2.d of the 2024 edition of the TACP was justifiably engaged so as to entitle the issue of that Demand.

28.2 Insofar as relevant for present purposes, that Section provided:

"*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 telephones…*" (Emphasis added).

28.3 That requires the ITIA to establish both the fact of its belief at the time of the Demand and the reasonableness of such belief.

28.4 The ITIA's written submissions contained the following background to the opening of its investigation against Mr Milanovic:

"In or around October 2023, the ITIA received intelligence that Mr Milanovic may have committed several Corruption Offenses while bound by the TACP as a Player, including possible attempts to corrupt tournament referees

contrary to (at least) Sections D.1.m.ii and/or D.1.n and/or D.1.o of the 2023 TACP.

That intelligence included data downloaded by the ITIA from the mobile device of a former Croatian tennis official named Marko Stojanovic pursuant to its powers under Section F.2.d of the 2023 TACP. Mr Stojanovic is currently suspended from tennis for a period of five years and six months, following his admission of 15 breaches of the TACP, including manipulating data from matches in which he was an official to facilitate betting.

The data downloaded from Mr Stojanovic's phone included phone calls, texts, and WhatsApp messages with a contact saved in Mr Stojanovic's phone as 'Lauro Milanovic'. Mr Milanovic has since confirmed that the telephone number associated with that contact is his.

…

Having reviewed the data download from Mr Stojanovic's phone, the ITIA considered it likely that Mr Milanovic had committed a number of Corruption Offenses, which, as noted above, included attempts to corrupt tournament referees contrary to (at least) Sections D.1.m.ii and/or D.1.n and/or D.1.o of the 2023 TACP. The ITIA therefore opened an investigation into Mr Milanovic and his suspected Corruption Offenses".

28.5 In its post-hearing written submissions, the ITIA confirmed that its belief at the time of issuing the Demand that Mr Milanovic may have committed Corruption Offenses arose from the following:

[1] the suspicious communications between Mr Milanovic and Mr Stojanovic (recovered from Mr Stojanovic's phone) on 28 February 2023 and 3-4 April 2023;

[2] the admissions made by Mr Stojanovic that he had agreed to corrupt certain tennis matches that he officiated, including matches played on 3-4 April 2024 (coinciding with the above communications from Mr Milanovic);

[3] the fact that Mr Milanovic was unable to provide any satisfactory explanation for his communications with Mr Stojanovic when asked about them during his interview with the ITIA on 18 April 2024; and

[4] confidential intelligence that the ITIA has been unable to disclose in these proceedings given its duty to protect the identity of confidential sources.

28.6 Mr Badzim summarised, at the hearing, the basis for Mr Milanovic's contention that the ITIA had failed to establish the requisite reasonable grounds as follows:

"*There is quite simply no evidence of corruption. There is no payment. There is no agreement. There is no betting activity. There is no manipulated match. There is no financial trace of any kind. And what remains are a series of short, informal and context-dependent messages. The ITIA asks the tribunal to read those messages as evidence of corruption, but the reading depends entirely on removing them from their real-world context, which even Mr Milanovic explained today. And that context actually matters. Mr Milanovic has undergone the umpire training. He has passed his examination with a high score. He was involved in the organisation of tennis tournaments, including youth events. He was in regular contact with officials and those involved in tournament logistics, as evidence that we provided show. So, in that setting, communication is about who is available, whether something can be arranged, or whether someone can be contacted, are entirely routine. When those messages are read as they were written, informally, briefly, and within that organisational framework, they do not point to corruption. They point to coordination*".

28.7 I put to Mr Badzim a particular difficulty I had with this submission, as follows:

"*What you're not dealing with, it seems to me, Mr Badzim, is the answers given by your client in the interview, immediately prior to the demand being made. I mean, your client has accepted that he didn't give the correct*

answers, i.e. he didn't articulate the position that he has done now. Instead, he suggested that he didn't know who these officials were, he thought that someone might have stolen his phone, that he hadn't sent the messages, none of which in the event he has maintained".

28.8 To my mind, it was not relevant for me to have regard to an alleged context and explanation given for the first time by Mr Milanovic long after the Demand had been issued. What mattered were matters reasonably available to the ITIA at the time of its decision to issue its Demand. Mr Badzim's submission at paragraph 28.6 above failed to focus on such matters – thus my observation quoted in paragraph 28.7 above.

28.9 I found Mr Badzim's oral response to this observation, which referred to questioning of his client at the interview on events which led to Charge 1 and to the absence of use of Telegram in the disclosed messages between Mr Stojanovic and Mr Milanovic, unpersuasive.

28.10 Mr Badzim took a second opportunity, in his post-hearing written submissions, to challenge the ITIA's case on the issue of reasonable grounds (through his commentary on the four points listed by the ITIA – see paragraph 28.5 above). As to this:

(1) I agree with him that the ITIA cannot rely for this purpose on undisclosed "*confidential intelligence*" – the ITIA's point 4.

(2) However, his response to the ITIA's other three points remained unpersuasive. In particular, his characterisation of the WhatsApp messages as "*neutral*" and with "*no direct indicia of corruption*", so that the ITIA could not point to anything beyond "*ambiguity*", still failed to grapple with the key point, which was and is that the ITIA (justifiably[6]) found the answers given by Mr Milanovic, when asked in his first interview to explain his communications with Mr Stojanovic, unsatisfactory.

[6] See paragraph 28.7 above.

(3) I therefore accept the ITIA's case, articulated in its pre-hearing written submissions (paragraph 6.6.2[7]), which describes access to Mr Milanovic's device(s) and information from his Telegram account as "*plainly necessary for the ITIA to further its investigation of Mr Milanovic's suspected Corruption Offences…*"

28.11 I am accordingly satisfied that the ITIA had reasonable grounds to issue the Demand. Mr Milanovic's second challenge to Charge 2 therefore also fails.

29. Paragraph 25.3: <u>Failure to cooperate?</u>

29.1 The ITIA discusses its asserted need for access to Mr Milanovic's devices and information from his Telegram account in paragraph 6.6.2 of its pre-hearing written submissions as follows:

"*Access to Mr Milanovic's device(s) and information from his Telegram account is plainly necessary for the ITIA to be able to further its investigation of Mr Milanovic's suspected Corruption Offenses – for example in order to verify: (i) whether the messages between Mr Milanovic and Mr Stojanovic discovered on Mr Stojanovic's phone are also present on Mr Milanovic's phone; and (ii) whether there is evidence of any other corrupt communications (with Mr Stojanovic and/or any third party) on Mr Milanovic's device(s), or in the information sought from his Telegram account, during the period that Mr Milanovic was bound by the TACP*".

29.2 Its case on non-cooperation in relation to the Demand is simple – no such access has been provided by Mr Milanovic since 24 April 2024.

29.3 Mr Milanovic justifies that lack of access on the basis that the scope and content of the access sought by the Demand and by the ITIA were and are impermissibly broad. The ITIA, sensibly, accepts that if Mr Milanovic is correct in this assertion, it cannot succeed on its case on non-cooperation based upon non-compliance with that Demand.

[7] See further in paragraph 29.1 below.

29.4 This contention relies heavily upon the terms of Section F.2.d of the 2024 edition of the TACP. The first lines of that Section are set out in paragraph 28.2 above and not therefore set out here. The remaining lines of that Section are also relevant for present purposes. These include the following:

"*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…*"

29.5 Mr Milanovic's central submission, taken from his pre-hearing written submissions (paragraph (20)), is as follows (emphasis in the original text):

"…it is essential to emphasise the wording and structure of Section F.2.d of the 2024 TACP which does not create an unlimited, general power of inspection. On the contrary, it is expressly framed by reference to ***"the alleged Corruption Offense." It defines and limits the permissible scope of any Demand. The search must be offence-specific, proportionate to the allegation under investigation, and directed toward material capable of assisting in the investigation of that defined allegation.*** *It cannot lawfully become a general exploratory trawl through a person's private digital life. The text of Section F.2.d itself makes clear that the objects and information to be furnished must relate to* ***the alleged Corruption Offense(s) —*** *including personal devices, social media accounts, billing statements, transaction histories, and other electronic storage devices. The provision does not authorise an undefined or unlimited extraction of all personal data irrespective of relevance.*

Accordingly, any Demand must be sufficiently particularised, tied to a clearly defined alleged offense, and proportionate in scope. It follows that a Covered Person is entitled — and indeed obliged — to understand the scope of the allegation in order to assess what material falls within the ambit of the Demand. ***Compliance cannot be equated with unconditional surrender of all devices and digital history without clarity as to the parameters of the investigation."***

29.6 In paragraph 21 of those pre-hearing submissions, Mr Milanovic seeks to apply the terms of Section F.2.d to the specifics of the investigation giving rise to the Demand made of him in April 2024: "*the alleged corruption case in relation to Mr Milanović rests exclusively on communications said to relate to the April 2023 ITF tournament in* [redacted]. *There is no pleaded broader corruption framework extending beyond that specific factual context. In those circumstances, it is both logical and legally justified that Mr Milanović would not be willing to provide material beyond what could reasonably be connected to that alleged, specified offense*".

29.7 I have concluded that this third basis of challenge to Charge 2, while attractive at first sight, on closer analysis is misconceived and must fail. My reasoning is as follows:

(1) Mr Milanovic has unfairly characterised the scope of the ITIA's investigation of him, when describing it as solely related to the April 2023 ITF tournament in [redacted] (see paragraph 29.6 above). It is clear from its submissions quoted in paragraphs 28.4 and 29.1 above that the scope of the ITIA's investigation of Mr Milanovic in 2024 was much more broadly based than potential corrupt conduct relating only to that one tournament. As Mr Muller pointed out in his oral submissions at the hearing, the ITIA's perception at the time was that: "*Mr Milanovic's messages with Mr Stojanovic suggest that Mr Milanovic may have had a repeated and habitual pattern of seeking to corrupt tennis officials*". This was a reference, in particular, to the following exchange with Mr Milanovic (in Croat,

with an English translation alongside) found on Mr Stojanovic's mobile:

"LM: Moze li se *Can it be (done)*

MS: A isto ko inace *Well, the same as usual".*

(2) I do not accept Mr Milanovic's submission (paragraph 29.5 above) based upon the use of the expression "*the alleged Corruption Offense*" in the text of Section F.2.d (paragraph 28.2 above). In circumstances were, as here, the ITIA's perception (based on reasonable grounds) is that a number of potential offenses may have been committed and that the Demand is needed in order to further the ascertainment of the offenses (if any) which might have been committed by, and/or should become the subject matter of a Charge against, a Covered Person, the narrow interpretation of that expression advanced by Mr Milanovic would be liable to undermine the purpose for including Section F.2.d in the TACP in the first place. An interpretation of Section F.2.d which only allowed the ITIA to extract data in relation to a "*clearly defined alleged offense"* would mean that the ITIA could be deprived in relation to Mr Milanovic of its only realistic opportunity to uncover "*potentially more significant and/or extensive examples of Mr Milanovic's involvement in attempts to corrupt tennis officials, despite evidence of those offenses potentially being present on Mr Milanovic's device*" (as per Mr Muller on behalf of the ITIA in his closing submissions at the hearing).

(3) In this context, in contrast to Charge 1 where the meaning of the relevant expression was clear, the lack of a clear meaning for the expression "*the alleged Corruption Offense*" in Section F.2.d of the 2024 TACP in circumstances where (as here) the access demanded needed to be broad in order to facilitate the capture of the commission of potential Corruption Offenses, means that I am

assisted by the purposive construction/policy argument relied upon by the ITIA in support of its Charge 1 case: see paragraphs 17.8 and 17.9 above.

(4) The ITIA's mission to uphold integrity in international tennis would be hindered and frustrated by a construction of Section F.2.d which precluded the issue of a Demand unless a clearly defined alleged offense had already been identified, so that only limited access to a device was required, having regard to ascertained or ascertainable limits of relevance. Moreover, such a construction would appear to be counter-intuitive in the context of a power granted to those investigating corrupt practices. As Mr Muller put it during his oral closing: "*gathering evidence in relation to match-fixing offenses can be difficult because of the inherently concealed nature of those corrupt acts, and in particular, sports bodies do not have the same powers to compel the provision of documents or evidence as, for example, state or national bodies, and so are therefore required to place greater reliance on players' consensual provision of information and evidence.*"

(5) My conclusion (subject to issues 4 and 5, addressed below) is therefore that the ITIA, where it has reasonable grounds for believing that one or more potential Corruption Offenses may have been committed by a Covered Person, but does not yet know what the precise terms or substance of any such Offense(s) might be, may issue a Demand against that Person that is unlimited in the scope and content of its access if that is what it reasonably requires in the context of the purpose and scope of its investigation[8].

(6) I derive support for this conclusion from other aspects of the wording of Section F.2.d (see paragraph 29.4 above). In particular,

[8] I note, in this regard, that it was explained to Mr Milanovic at the May interview (transcript, p2) that a Telegram account could only be downloaded in its entirety.

that Section clearly envisages that a Demand may result in ITIA being entitled to acquire access to large volumes of data. It also provides for the protection of a Covered Person's extracted data and information through an obligation of confidence imposed on the ITIA[9].

(7) I also derive support from previous decisions of AHOs, concluding that the inclusion on a device of private and personal information did not justify a refusal to hand that device over. Otherwise, Section F.2.d would be "*worthless*"; "*a person with nothing to hide would have been content for the ITIA to examine the messages stored on the phone that were relevant to the charges*"[10].

29.8 It is relevant to note that these arguments on behalf of Mr Milanovic which I have just been considering were generated some time after the issue of the Demand. It is therefore appropriate that I should also consider and take into account, when assessing Mr Milanovic's alleged failure to cooperate, his responses to ITIA's requests for access when they were first made. Thus:

(1) At the first interview, he claimed to have left his mobile phone in his [redacted] car unintentionally – an assertion which those interviewing him clearly did not accept ("*You left it purposely, didn't you so that we would not examine it"; "you said what I believe to be a lot of lies this evening…*")[11].

(2) That interview ended with a request to Mr Milanovic to decide overnight (having consulted with a friend who was a law student) whether he was prepared to deliver up his mobile phone to the ITIA early the following morning or not.

[9] This was emphasised to Mr Milanovic during both interviews: pp40-41of the April 2024 interview and p4 of the May interview transcript.
[10] *ITIA v Broville; ITIA v Luncanu*.
[11] Transcript of interview pp37, 39

(3) He did not hand over his mobile phone the following morning, nor did he communicate to the ITIA that this would be the case nor why.

(4) This led to an email from the ITIA to Mr Milanovic, attaching the Demand and asking for his availability in the week beginning 29 April 2024 for a video conference call. He was informed that he as required to bring his mobile phone to that meeting. Eventually, following chasing messages from the ITIA, the second interview was fixed for 23 May 2024.

(5) At that second interview, Mr Milanovic first offered to "*show you everything…face to face, but you won't download anything".* Later, having just said that the ITIA could download his Telegram account, he then refused to give his Facebook or Telegram accounts: "*It is all about my life. I…there is no evidence. I don't know why I am being accused what for."*

(6) Subsequently, on 29 May 2024, Mr Milanovic sent an email to the ITIA which included the following (emphasis added):

"*What I must emphasize again is that you have not presented any clear evidence against me except that you have shown certain messages,* ***the content of which I do not know and which I honestly do not even know if they are credible.***

Also, in the interview we held, I stated, which I cannot claim, but it is possible that I am a victim of data theft, due to numerous trips and stays in different places throughout [redacted] ***and Europe, and what you should take into account in such a situation. If you consider it necessary, I will provide documentation that can prove all of the above***.

Since I have been maximally cooperative in the course of the investigation and our communication so far, I believe that you are

obliged to take my testimony and everything I said as relevant, without any additional evidence that I should submit to you.

As for the request to provide passwords to access private accounts that I use in my free time, as I explained, I am expressly opposed to that, for reasons that I have clearly stated. In this way, you and your employees would have insight into my complete life, that is, everything, private photos, all transactions, all conversations, absolutely everything, which is absolutely not acceptable to me.

Bearing in mind everything that has been presented and the proceedings so far, I would ask you to end the investigation against me and dismiss all accusations because there is no basis for further proceedings against me".

(7) In this email:

(a) Mr Milanovic has maintained the case in relation to the messages that he advanced at the first interview – a case which he no longer advances, instead accepting that he did exchange those messages with Mr Stojanovic and offering an innocent explanation for them.

(b) Mr Milanovic offered to provide "*documentation proving all of the above"*, if the ITIA considered it necessary. The ITIA responded, requesting that Mr Milanovic provide any documentation relied upon by him. None was provided.

29.8 I refer back to my conclusion on the third ground of challenge to Charge 2 as set out in the first sentence of paragraph 29.7 above. I regard nothing that is set out in this paragraph 29.8 as in any way detracting from or being inconsistent with that conclusion. Quite the opposite.

29.9 Mr Milanovic's third ground of challenge accordingly fails.

30. Paragraph 25.4: Section F.2.e

30.1 Section F.2.e of the 2024 TACP provided as follows:

"*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*".

30.2 The ITIA's reliance upon this provision, as set out in paragraph 6.10 of its pre-hearing submissions, is very much a brief aside, without reference to any specific rights, defences or privileges to which the provision might have relevance on the facts of the present case.

30.3 By the close of submissions, it had become clear what Mr Milanovic's principled objection to that provision was (see paragraph 20 of his post-hearing submissions):

"Section F.2.e is therefore unlawful and unenforceable, not because it requires cooperation as such, but because it purports, in advance and without distinction, to extinguish the very rights by which the lawfulness, necessity and proportionality of a Demand under Section F.2.d could be tested at all. If that clause were valid, the ITIA could always assert that it had reasonable grounds, however debatable or fragile the basis for that assertion might be, while the athlete would be left without any meaningful possibility of challenge simply because participation in an Event would already have stripped him of that right. That is incompatible with the right of defence and with basic procedural fairness."

30.4 I do not accept this characterisation of a provision such as Section F.2.e, which is frequently found in the regulations of international bodies, and which is a means of promoting the integrity of those sports for the benefit of all their participants.

30.5 These proceedings are, it seems to me, a clear demonstration of why Mr Milanovic's objection is misconceived. The validity of the Demand in this case has been thoroughly tested on a number of bases, including as to whether reasonable grounds for a Demand existed and whether breach of Section F.2.b has been established on the facts, following extensive written and oral submissions and without any restriction upon Mr Milanovic's ability to give evidence (as he did at the hearing without objection from the ITIA) despite his failure to provide evidence in advance in the form of a witness statement. This has occurred without reliance by the ITIA upon the waiver in Section F.2.e.

30.6 The ITIA does not need to rely upon that waiver to defeat Mr Milanovic's assertion of non-compliance with data protection requirements (see paragraph 31 below)

30.7 Insofar as it is suggested that there has been any procedural unfairness to Mr Milanovic, I do not in any event find that established.

30.8 Mr Milanovic's fourth ground of challenge to Charge 2 also therefore fails.

31. Paragraph 25.5: Data Protection

31.1 Mr Milanovic contends that the Demand, if complied with, would have violated fundamental privacy principles under EU data protection standards, because Mr Milanovic would not have given the requisite freely given, specific, informed and unambiguous consent. His conduct, including what he stated he was prepared to agree to in terms of access to the contents of his mobile phone, was lawful and reasonable and did not therefore amount to a failure to cooperate.

31.2 The ITIA responds that it fully complies with its data protection obligations. Its pre-hearing submissions contained the following in this regard:

"…the ITIA only exercises its right to issue Covered Persons with a Demand when it considers that to do so would further the ITIA's legitimate interests – i.e., where the ITIA has identified a need to obtain data held by the Covered

Person to further an investigation into a threat to the integrity of the sport of tennis. The ITIA's legal bases for processing Covered Persons' personal information is set out in full in the ITIA's Privacy Notice, which Covered Persons are required to acknowledge as a condition of their participation in the sport: see Section C.1 of the TACP.

The ITIA's internal processes require it to ensure that:

[1] any request that it makes to access a Covered Person's mobile device(s) is legitimate and proportionate (which the ITIA has done in this case);

[2] when it receives any data from a Covered Person's mobile device(s) pursuant to any such request, that it takes appropriate steps to ensure that it identifies and retains only data that is relevant to its investigation, and that it does not retain information that is legally privileged, and/or may be particularly sensitive or embarrassing (to the extent that it does not relate to the matters being investigated)".

31.3 Section C.1 of the 2024 TACP provided, insofar as relevant, that:

"All Players…shall be bound by…this Program and shall be deemed to accept …the ITIA Privacy Policy which can be found at https://www.itia.tennis/privacy-policy/.

31.4 The ITIA Privacy Policy includes the following:

"Personal information provided to us voluntarily. This may be:

… In the context of an anti-corruption or anti-doping investigation where we may request personal data…"

31.5 I have no doubt that the ITIA takes its data protection obligations seriously. In the absence of specific challenge or evidence to the contrary, I accept that the ITIA has the internal process requirements specified in its pre-hearing submissions (see paragraph 31.2 above) and that these were complied with in the case of Mr Milanovic.

31.6 I am satisfied therefore that the requisite consent was given to entitle the ITIA to require compliance by Mr Milanovic with the Demand.

31.7 There is an issue between the parties as to whether the ITIA was subject to EU data protection regulation or only UK regulation in relation to the Demand. I do not consider it necessary for me to rule on that issue, as I am not persuaded that such a ruling would have any material impact on the outcome in relation to this fifth ground of challenge.

31.8 Accordingly, Mr Milanovic's fifth and final ground of challenge fails.

32. For all the reasons set out above, I find Charge 2 proven against Mr Milanovic.

(4) Decision on Sanction

33. As explained in the first Section of this Decision, these proceedings are Mr Milanovic's appeal against the imposition of a Deemed Sanction of an eight-year ban and a USD $10,000 fine. As that Sanction was based upon a finding against Mr Milanovic in respect of both Charge 1 and Charge 2, my finding against the ITIA on Charge 1 means that this Sanction cannot stand. The ITIA recognises this and invites me to impose a reduced ban of six years and six months. No reduction is proposed in the level of fine.

34. The key question, it seems to me, is how to characterise Mr Milanovic's non-cooperation. I am aided in addressing this question by the following:

34.1 Section F.2.b of the 2024 TACP, which provides that:

> *"A Covered Person's failure to comply with any Demand…may result in an adverse factual inference against the Covered Person in any matter referred to an AHO."*

34.2 The Note on page 5 of the current ITIA Sanctioning Guidelines, which reads:

> "*The culpability and impact of a Covered Person's failure to cooperate under Section F.2 should ordinarily be categorized (and sanctioned) akin to the underlying Corruption Offense(s) that the ITIA was investigating at the*

time of the non-cooperation, to avoid incentivizing a Covered Person to frustrate the investigation and then receive a lower sanction".

35. It is clear, therefore, that the categorisation of non-cooperation (i.e. why did the non-cooperation occur) must take into account all the circumstances of the instant case. However, there is what amounts to (in effect) a rebuttable presumption that the Covered Person failed to cooperate because he had committed the possible breaches of the TACP being investigated. A successful rebuttal of that presumption might, for example, be the result of a credible explanation for the non-cooperation (inconsistent with the possible corrupt conduct under investigation) by the Covered Person. It might equally be that the nature and extent of the non-cooperation which occurred simply does not warrant such a serious adverse factual inference.

36. In my judgment, I should proceed on the "ordinary" basis referred to in the Sanctioning Guidelines. Not only were important answers given by Mr Milanovic to questions put to him in interview improbable (and, as he now accepts, materially incorrect) but he maintained those answers thereafter (including in his 29 May 2024 email). Moreover, I found him to be an unimpressive witness when he gave oral evidence at the hearing. In particular, I found him evasive and lacking in sincerity – for example, in his answers to questions (a) about his changing story on his use of Telegram, (b) about the contents of his 29 May 2024 email and (c) about why he had not handed over his mobile in order to clear his name[12]. In particular, his evidence that he had not handed over his mobile because "*I just didn't want to make my phone data available without the explanation why I should do that*" was wholly unpersuasive in the light of the explanations given to him at the time.

37. I have found the application of the Sanctioning Guidelines difficult. I am grateful for the assistance provided in submissions, but they (inevitably) involve elements of supposition, speculation and conjecture. It seems to me therefore that, absent cogent evidence that leads in a different direction, I should adopt a middle ground, between the extremes of reasonably likely outcomes at both ends of the factual

[12] Hearing transcript, pp14-15.

spectrum. On that basis, I have concluded that the realistic range of outcomes in respect of a ban is between three and ten years. I have therefore concluded that I agree with the product of the ITIA's analysis (if not the analysis itself) that the appropriate period of a ban for Mr Milanovic is six years and six months.

38. I am not going to impose a fine additionally. The Deemed Sanction included a fine of USD$10,000 in circumstances where a betting offence was included. Without Charge 1, there seems to me to be less justification for any financial penalty. Given that, the amount proposed and having taken into account Mr Badzim's helpful oral submissions on this aspect[13], I do not consider a financial penalty necessary or proportionate.

39. In consequence, my Order on Mr Milanovic's appeal against his Deemed Sanction is as set out below.

ORDER

1. Mr Milanovic's appeal in respect of Charge 1 succeeds.

2. In consequence, Charge 1 is dismissed.

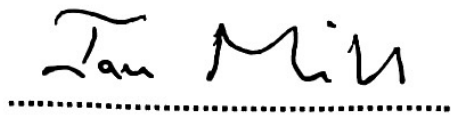
3. The period of Mr Milanovic's ban from Participation in any Sanctioned Event is reduced from eight years to six years and six months.

4. The obligation to pay a fine of USD $10,000 is removed.

5. Mr Milanovic's appeal in respect of Charge 2, and in all other respects, fails.

As noted at the outset of the Decision, there is no further appeal from this Decision and Order.

[13] Hearing transcript, p35.



Ian Mill KC, AHO

Dated 14 May 2026