

## **TENNIS ANTI-CORRUPTION PROGRAM (2019)**

### **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.

### **B. Definitions**

1. “AHO” refers to an Anti-Corruption Hearing Officer.
2. “ATP” refers to the ATP Tour, Inc.
3. “CAS” refers to the Court of Arbitration for Sport.
4. “Consideration” refers to anything of value except for money.
5. “Corruption Offense” refers to any violation of any provision of the Program by a Covered Person, including any offense described in Sections D., E. or F. of this Program.
6. “Covered Person” refers to any Player, Related Person, or Tournament Support Personnel.
7. “Decision” refers to a written decision of an AHO as described in Section G.4.b.
8. “Demand” refers to a demand for information issued by the TIU to any Covered Person.
9. “Event” refers to those professional tennis matches and other tennis competitions identified in Appendix 1.
10. “Governing Bodies” refers to the ATP, the ITF, the WTA and the GSB.
11. “GSB” refers to the Grand Slam Board.
12. “Hearing” refers to a hearing before an AHO in accordance with Section G of this Program.
13. “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.

14. “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.
15. “ITF” refers to the International Tennis Federation.
16. “Notice” refers to written Notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
17. “Participation” refers to playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event.
18. “Player” refers to any person 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 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.

19. “Program” refers to this Tennis Anti-Corruption Program.
20. “Provisional Suspension” refers to a period of ineligibility from Participation in Sanctioned Events imposed by an AHO at any time prior to the AHO’s issuance of a written Decision containing sanctions as described in Section G.4.b.
21. “PTIO” refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
22. “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.

23. “Sanctioned Events” refers to any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by any Governing Body.
24. “Substantial Assistance” refers to assistance given by a Covered Person to the PTIO or TIU that results in the discovery or establishing of a corruption offense by another Covered Person.

25. “TIB” refers to the Tennis Integrity Board.
26. “TIU” refers to the Tennis Integrity Unit.
27. “Tournament Support Personnel” refers to any tournament director, official, owner, operator, employee, agent, contractor or any similarly situated person and ATP, ITF 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.

28. “Wager” refers to a wager of money or Consideration or any other form of financial speculation.
29. “WTA” refers to the WTA Tour, Inc.

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

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at [www.tennisintegrityunit.com](http://www.tennisintegrityunit.com). They shall remain bound until such time as they are no longer a Covered Person.
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.
3. The PTIOs shall be permitted to issue a Notice against 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.
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. Offenses**

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.

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

- a.** No Covered Person shall, directly or indirectly, wager, conspire to wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.
- b.** No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person's website; writing articles for a tennis betting publication or website; conducting personal appearances for, or otherwise participating in any event run by, a tennis betting company or any other company or entity directly affiliated with a tennis betting company; promoting a tennis betting company to the general public through posts on social media; and appearing in commercial advertisements that encourage others to bet on tennis.
- c.** No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration for the provision of an 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.
- d.** No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event.
- e.** No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any Player to not use his or her best efforts in any Event.
- f.** No Covered Person shall, directly or indirectly, solicit, receive, agree in the future to receive, or conspire to solicit, receive or agree in the future to 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.
- g.** No Covered Person shall, directly or indirectly, offer, provide, or conspire to 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.

- h.** No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- i.** No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- j.** No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.
- k.** No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to contrive, attempt to contrive or conspire to contrive the outcome or any other aspect of any Event.
- l.** No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration for the provision of a wildcard to an Event.
- m.** No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

**2. Reporting Obligation.**

**a. Players.**

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

**b. Related Persons and Tournament Support Personnel.**

- i.** In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
- ii.** In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- 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**

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

## **F. Investigation and Procedure**

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

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

### **2. Investigations.**

- a.** The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
  - i.** The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
  - ii.** The Covered Person shall have the right to have counsel attend the interview(s).
  - iii.** The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the TIU for a minimum of 3 years in a secure place following the conclusion of any investigation or proceedings before an AHO, whichever is later.
  - iv.** The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
  - v.** Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- b.** All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. After a Covered Person receives a TIU request for an initial interview or otherwise becomes aware of any TIU investigation involving the 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.c.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.

- c. If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers), (ii) access to any social media accounts and cloud storage held by the Covered Person (including provision of user names and passwords), (iii) hard copy or electronic records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS and What's App messages received and sent, banking statements, 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. The Covered Person shall furnish such information immediately, where practical to do so, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.
- d. By participating in any Event, or accepting accreditation at any Event, 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 TIU or the AHO.

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

- a. The PTIO may at any time make an application to an AHO for a Provisional Suspension of a Covered Person, including (i) before a Notice 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. Except as provided in Section G.4.a (in which case a Provisional Suspension is mandatory), a Provisional Suspension may be imposed if the AHO is satisfied on the preponderance of the evidence that at least one of the conditions set out at (i) and (ii) below are met:
  - i. a Covered Person has (i) failed to comply with a Demand or (ii) 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; or

- ii.** (i) there is a likelihood that the Covered Person has committed a Corruption Offense punishable by permanent ineligibility; (ii) in the absence of a Provisional Suspension, the integrity of tennis would be undermined; and (iii) the harm resulting from the absence of a Provisional Suspension outweighs the hardship of the Provisional Suspension on the Covered Person.
- b.** The Covered Person shall be notified within three business days that the PTIO have made an application for a Provisional Suspension and shall be given the opportunity to (i) agree to the imposition of the Provisional Suspension by the AHO or (ii) make written submissions in response to the application. There will be no right for a Covered Person to request a hearing. The AHO shall decide the appropriate procedure for determining the Provisional Suspension application, provided that any such determination takes place within three business days of the notification of the application to the AHO upon the Covered Person. The Covered Person shall be afforded a reasonable opportunity to present his/her case and supporting evidence.
- c.** 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 AHO's decision regarding the application for the Provisional Suspension is issued and shall remain in place until an AHO determines that the Provisional Suspension should be lifted.
- d.** In the event that the Provisional Suspension applied for under Section F.3.a.ii. is still in force 120 days after the AHO determined that a Provisional Suspension was appropriate, the Covered Person may apply to the AHO for the Provisional Suspension to be lifted. The provisions of Section F.3.b. and c. shall apply to any such application by the Covered Person.
- e.** In the event that an AHO imposes a Provisional Suspension 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.** The TIU will publicly report the imposition of a Provisional Suspension. However, 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 as described in Section H.6. the AHO shall direct that the imposition of a Provisional Suspension must not be published.

**4. Referral to the AHO**

At the conclusion of an investigation if the PTIO concludes that a Corruption Offense may have been committed, then the PTIO shall refer the matter to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

**5. 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 TIU 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**

**1. Commencement of Proceedings.**

- a.** When the PTIO refers a matter to the AHO pursuant to Section F.4., the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
  - i.** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;
  - ii.** the facts upon which such allegations are based;
  - iii.** the potential sanctions prescribed under this Program for such Corruption Offense(s); and
  - iv.** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b.** The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO 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 fourteen business days of the date of the receipt of Notice as defined in Section F.5.

- c.** Two or more Covered Persons may be charged in the same Notice and the case shall proceed on a consolidated basis when:
- (i) each Covered Person is charged with accountability for each Corruption Offense charged,
  - (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
  - (iii) even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice alleged that the several Corruption Offenses 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 seeking separate proceedings under Section G.1.i.

- d.** A Covered Person shall direct any response to a Notice to the AHO with a copy to the PTIO and may respond in one of the following ways:
- 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 PTIO on the recommended sanction.
  - 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.
  - iii.** To admit that he or she has committed the Corruption Offense(s) specified in the Notice, but to dispute and/or seek to mitigate the sanctions specified in the Notice. 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. 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 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 PTIO.

- 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:

  - i.** to have waived his or her entitlement to a Hearing;
  - ii.** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice;
  - iii.** to have acceded to the potential sanctions specified in the Notice; and
  - iv.** 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, (after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction).
- f.** If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIB appoint a substitute or successor AHO for such matter in accordance with Section F.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 twenty 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 PTIO and/or its legal representatives (if any), the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting or telephone conference the AHO shall:

  - 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 is sent, and ordinarily within ninety days of the date that the Covered Person requests a Hearing.

- ii.** establish dates reasonably in advance of the date of the Hearing at which:

  - 1.** the PTIO 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;
  - 2.** the PTIO and the Covered Person shall exchange any written evidence of any witness, signed with a statement of truth, together with copies of any exhibits that they intend to rely on at the Hearing;
  - 3.** the PTIO shall submit a written brief with argument on all issues to be raised at the Hearing;
  - 4.** the Covered Person shall submit an answering brief, addressing the arguments of the PTIO and setting out argument on the issues that the Covered Person wishes to raise at the Hearing; and
  - 5.** the PTIO may submit a reply brief, responding to the answer brief of the Covered Person.
- h.** The PTIO 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 PTIO 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.
- i.** 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.
- j.** The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such

additional investigation, he or she may do so by written submission to the AHO.

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

- a.** Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.
- b.** The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- c.** The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence, 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.
- d.** The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO's expense.
- e.** Witness testimony presented in person or by audio or video conference is acceptable.
- f.** The TIB members, the PTIOs and any employees of the TIU who are not witnesses shall be permitted to attend all hearings, in person or by audio or video conference.

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

- a.** The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO have established the commission of the alleged Corruption Offense by a preponderance of the evidence.

- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

**4. Decisions.**

- a. Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where 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 PTIO, must impose a Provisional Suspension pending the final decision on sanction.
- 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 21 days after the Hearing. Such Decision will be sent to the parties and shall set out and explain:
  - i. the AHO's findings as to what Corruption Offenses, if any, have been committed;
  - ii. the sanctions applicable, if any, as a result of such findings;
  - iii. that any fine must be paid in full prior to applying for reinstatement;
  - iv. for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and
  - v. the rights of appeal applicable pursuant to Section I of this Program.
- c. The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.

- d. Subject only to (i) Section F.3.d. and (ii) 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.
- e. 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 as described in Section H.6., if the AHO determines that a Corruption Offense has been committed, the TIU will publicly report the Decision in full, subject to any necessary redaction of information that the PTIO considers to be confidential.

## **H. Sanctions**

- 1. 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:
  - 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 respect to any violation of Section D.1., clauses (c)-(l) 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.
  - 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 not less than one year, and (iii) with respect to any violation of clauses (c)-(l) of Section D.1, ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.
  - c. A Player 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.
  - 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.
- 2. The TIU may report information regarding an investigation to the TIB and the PTIO at any time.

3. The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
4. If any Covered Person commits a Corruption Offense under this Program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.
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.
6. Substantial Assistance. The AHO may reduce any period of ineligibility, either at the time of the original decision or subsequently (by reconvening), if the Covered Person has provided substantial assistance to the PTIO or the TIU that results in the discovery or establishing of a Corruption Offense by another Covered Person. 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 PTIO to make submissions regarding the application. The AHO has complete discretion in consideration of an application for reduction of a penalty under this provision.

## **I. Appeals**

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

## **J. Conditions of Reinstatement**

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.

2. All fines and/or prize money forfeitures imposed on players hereunder must be paid within thirty (30) days following the later 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 player shall be ineligible for participation in any event organized or sanctioned by any Governing Body until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and the PTIO shall have the discretion to establish an installment 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**

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.
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.
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.
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.
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.
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.
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 Premier and International Tournaments

WTA 125K Series

ITF Pro Circuit Tournaments

ITF World Tour Tournaments (Excluding Junior Tournaments)

Davis Cup

Fed Cup

Hopman Cup

Olympic Tennis Event

Paralympics Tennis Event

Wheelchair Tennis Events

Any new tournament introduced by any one of the Governing Bodies must be agreed by the Tennis Integrity Board.