TENNIS QUEENSLAND
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By-Laws, Regulations & Guidelines

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SECTION 1

1 PREAMBLE

1.1 This manual contains the By-Laws, Policies, Procedures, Guidelines and Manuals of Tennis Queensland.

1.2 The By-Laws may be amended or repealed by the Board of Tennis Queensland in accordance with the provisions of the Constitution.

1.3 Documents which are guidelines or manuals may not be required to be changed by the Board of Tennis Queensland and may be amended or repealed by management.

2 DEFINITIONS

2.1 All words, expressions and phrases contained in these By-Laws shall have the same meanings prescribed by the Corporations Law and the Constitution unless the context otherwise requires.

3 INTERPRETATION

3.1 Where Tennis Queensland has adopted a Tennis Austrlia policy or by-law which forms part of this By-Law where necessary for the application of the By-Law, references to Tennis Australia shall be read as Tennis Queensland.

SECTION 2 – DISCIPLINARY BY-LAW

Disciplinary Policy

NATIONAL POLICY

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DISCIPLINARY POLICY

PART I - APPLICATION

1. Purpose

1.1. Tennis Australia (**TA**) and all Australian Tennis Organisations (**ATOs**) aim to create a safe, welcoming and inclusive tennis environment for all participants at all levels of the sport. TA and ATOs also want the whole sport of tennis in Australia to be fair and we are committed to achieving honest sporting performances and outcomes.

1.2. The purpose of this Disciplinary Policy (**Policy**) is to set and maintain standards of conduct and behaviour within the sport of tennis and in doing so, ensure tennis is a safe and fair sport for all involved.

1.3. All persons bound by this Policy have the responsibility to:

(a) adopt the practices and behaviours set by TA as the expected standard when carrying out their roles (including those set out in this Policy);

(b) report any conduct that may amount to a breach of this Policy which they become aware of to a Complaint Recipient (see Part III of this Policy); and

(c) act in a discreet and confidential manner in discharging their obligations under this Policy.

1.4. If anything in this Policy is inconsistent with any relevant Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

2. Application

2.1 This Policy applies to the individuals and organisations that are bound by TA's Member Protection Policy (**Personnel**).

2.2 This Policy is to be read and operates in conjunction with all of TA's national policies (**Other TA Policies**) as amended from time to time. A full list of Other TA Policies is available at https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies.

2.3 Typically, offences captured by this Policy will relate to behaviour and conduct of Personnel which occurs off-court. In other words, behaviour and conduct of Personnel which does not occur whilst the Personnel is playing tennis but is still connected or related to the tennis activities of ATOs.

2.4 If anything in this Policy is inconsistent with any relevant Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

3. Definitions

3.1. Defined terms not otherwise defined in this Policy have the meaning given to them in TA's Member Protection Policy or Other TA Policies.

3.2. The definitions below have been duplicated for ease of reference:

Affiliated Club(s) means those tennis clubs, which are a member of, or affiliated to, a Regional

Association and/or a Member Association.

Affiliated Organisation(s) means those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated with Tennis Australia or a Member Association from time to time in accordance with the TA or MA constitution (as the case may be).

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Member Association(s) (MA or MAs) means members of Tennis Australia in accordance with its constitution.

Member Protection Information Officer (MPIO) means a person appointed in accordance with clause 3.2, of TA's Member Protection Policy to act as the first point of contact for any enquiries, concerns or complaints associated with breaches of this or Other TA Policies.

Officials includes referees, court supervisors, chair umpires, lines people and other related tournament officials involved in the regulation of the game of tennis, appointed by an ATO, and/or any other person who holds a TA officials membership.

Respondent is the person or entity against whom a Complaint is made.

Regional Associations means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association.

Report is as defined in clause 6.1.

tennis means the sport of tennis and all alternative formats of the sport, including but not limited to, padel, pickleball, pop tennis and beach tennis.

Tennis Australia (TA) means Tennis Australia Limited (ABN 61 006 281 125) and all of its subsidiaries and affiliates, including, but not limited to, Padel Australia Limited and the Australian Tennis Foundation Limited.

4. Procedural Obligations

4.1. ATOs must:

(a) adopt and comply with this Policy;

(b) recognise and enforce any sanction(s) imposed under this Policy;

(c) publish, distribute and promote this Policy (and any amendments made to it) to their members, in the manner required by TA or an MA and upon reasonable request, make this Policy available for inspection, or copying;

(d) make such amendments to their constitution, rules or policies necessary for this Policy to be enforceable; and

(e) ensure that its members and/or contractors adopt this Policy (e.g. a Member Association imposes the Policy on its Affiliated Clubs, and the Affiliated Clubs in turn impose it on their individual members).

PART II - OFFENCES

5. Offences under this Policy

5.1 As set out in clause 2.3 of this Policy, the conduct of Personnel may constitute an offence, despite the Personnel not participating in tennis at the time, if the conduct is connected or related to the activities of an ATO. This includes, but is not limited to, conduct of Personnel that is connected or related to an ATO's event, competition, team, function, tour, camp, training, coaching and/or officiating.

5.2 The following conduct will constitute a breach under this Policy if done during, or where there is a direct or indirect connection to tennis or an ATO:

(a) consuming or facilitating the consumption of illegal or illicit drugs and/or other prohibited substances (i.e. supplying a vaping product to a minor or prescription medication to a person whom that medication is not prescribed);

(b) improperly incurring debts (i.e. telephone or accommodation charges) on behalf of an ATO;

(c) committing any criminal offence or any other unlawful activity;

(d) acts, omissions, conduct and any other behaviour that brings, or is reasonably likely to bring, the game of tennis, TA and/or any ATO into disrepute;

(e) any conduct that amounts to a breach of the Tennis Anti-Corruption Program (located and available for download here) including, but not limited to:

i. any match-fixing, spot-fixing or other act or omission that may artificially, improperly, illegally or unreasonably alter the outcome of a tennis match or tournament;

ii. gambling, or placing any wager or bet, or assisting another individual to gamble, or place a wager or bet, on the outcome or contingency of a tennis match by a person or entity that is bound by the Tennis Anti-Corruption Program; or

iii. disclosing any specialist, confidential or insider knowledge or some other sensitive information as described immediately above to any third party for the purposes of or relating to gambling, betting, match-fixing, or any act or omission designed to artificially, improperly, illegally or unreasonably alter the outcome of a tennis match or tournament.

(f) any conduct referred to TA by Sport Integrity Australia that amounts to a breach of the TA Anti-Doping Policy (located, and available for download here);

(g) any misuse or unauthorised use of sensitive personal information (i.e. credit card details, medical history, etc.) held or stored by an ATO that is not permitted under the TA Privacy Policy (located and available for download here);

(h) inappropriate consumption of alcohol or tobacco (including consumption of alcohol or vaping whilst under the age of 18) and/or consumption that results in signs of intoxication; or

(i) any other disruptive, disorderly, unreasonable, untoward or inappropriate behaviour.

PART III – MANAGEMENT OF ALLEGED BREACHES

6. Reports of alleged breaches of this Policy

6.1. If any person considers that this Policy may have been breached, they should make a report to:

(a) an MPIO of the relevant ATO;

(b) the President, or in their absence the nominee, of the relevant ATO;

(c) the TA Integrity Team via Integrity@tennis.com.au or this online webform; or

(d) TA's Whistleblower Service - Stopline. Stopline can be contacted via their website or via their hotline 1800 11 SAFE,

(in each case, a **Report**).

6.2. TA aims to resolve all Reports in a fair, timely and effective manner. However, depending on their complexity, the process and timelines involved in resolving a Report may vary from time to time.

6.3. Following receipt, the Report must be registered with the TA Integrity Team in TA's online Complaint Management System (**CMS**) or by sending the Report to integrity@tennis.com.au.

6.4. Reports must occur within 14 days of the alleged breach. However, the TA Integrity Team may extend or waive this requirement where it is of the reasonable belief that the circumstances warrant such action. Accordingly, all Reports received should be lodged in the CMS regardless of when the alleged conduct of the Report occurred.

6.5. Notwithstanding the procedures outlined in this Policy, for a Report which involves any behaviour that may constitute a criminal offence, the matter should be reported to the relevant state/territory law enforcement agency/agencies. The procedures outlined in this Policy may be suspended whilst a criminal investigation and/or assessment is undertaken into the Report.

6.6. A Report of an alleged breach of this Policy will be managed in accordance with the complaint handling processes set out in Part IV and Part V of TA's Member Protection Policy (**MPP**). The MPP is located and available for download here.

6.7. Accordingly, any alleged breach of this Policy will be categorised in accordance with the list of factors set out in clause 10.11 of the MPP.

6.8. Depending on the categorisation of the alleged breach, the Report will be handled in accordance with the relevant Section of the MPP. For example, if an alleged breach of this Policy is categorised as a Category A breach it will be managed in accordance with the provisions set out in Section 12 of the MPP. Alternatively, if categorised as a Category B breach it will be managed in accordance with the provisions set out in Section 13 of the MPP.

6.9. Part IV of the MPP also sets out potential sanctions and a Respondent's appeal rights.

6.10. Conduct which may amount to a breach of this Policy may also amount to a breach of the Other TA Policies. In such cases, action may be taken under this Policy and/or one or more applicable Other TA Policies.

PART IV – MISCELLANEOUS MATTERS

7. Enforcement and publication of decisions

7.1. The TAICU and/or the ATO that established the Tribunal or Appeal Tribunal (as the case may be) shall, as soon as possible, notify all individuals and/or organisations affected by any decision and sanction(s) imposed under this Policy.

7.2. The TA Integrity Team may publish and distribute any decisions and sanction(s) imposed under this Policy at its ultimate discretion.

7.3. Every organisation required to adopt this Policy shall recognise and enforce any decision and sanction (if applicable) imposed by a decision maker (whether that be a Nominated Official, a Tribunal, a Tribunal Chairperson or an Appeal Tribunal) under this Policy.

8. Review and Promotion

8.1. This Policy will be reviewed on a regular basis. In addition to this regular review, recommendation for changes to this Policy may be submitted to the TA Integrity Team via integrity@tennis.com.au for consideration. If changes are made, the Policy will be updated via TA's website.

8.2. This Policy will be made available to the general public and will be communicated to all Board and staff members of TA and all ATOs, on TA's website.

9. Contact

9.1. Should a person wish to make any enquiries in relation to this Policy, please contact the TA Integrity Team via integrity@tennis.com.au.

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Tennis acknowledges the Traditional Custodians of the land on which we work, rest and play, and pay our respect to Elders past and present.

SECTION 3 – CODE OF BEHAVIOUR: COMPETITIVE PLAY

Code of Behaviour: Competitive Play

NATIONAL POLICY

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CODE OF BEHAVIOUR: COMPETITIVE PLAY

PART I - INTRODUCTION

1. Purpose

1.1. Tennis Australia (**TA**), together with all Australian Tennis Organisations (**ATOs**), is committed to providing all members of the Australian tennis community with a welcoming, safe and inclusive tennis environment that promotes the physical, social and emotional wellbeing of all Participants.

1.2. The Code of Behaviour: Competitive Play (**Code of Behaviour**) sets out the standards of behaviour expected of players, coaches, parents/guardians and any other spectators when participating in or attending Tournaments and Competitions in Australia.

1.3. The Code of Behaviour seeks to:

(a) promote fair sporting conduct among players, coaches, parents/guardians and spectators, and respect for the spirit of tennis;

(b) establish a framework for violations of behaviour standards;

(c) put in place processes to manage incidents at Tournaments and Competitions involving players, coaches, parents/guardians and spectators;

(d) increase public confidence by consistently and efficiently dealing with behaviour incidents; and

(e) protect the image, reputation and integrity of tennis in Australia.

1.4. The behaviours adopted by all Participants can assist in connecting more people to tennis. All Participants are encouraged to contribute to a safe, welcoming and inclusive environment for all and maintain standards of respect, fairness, humility and integrity at all times.

1.5. This is the case not only for competing players, but for all members of the tennis community (coaches, parents/guardians, spectators, etc). Poor spectator and sideline behaviour is considered as serious as poor player behaviour.

2. Definitions

2.1. Please be aware when reading this Code of Behaviour that you may come across terms that are capitalised (for example “Tournaments”, “Competitions”, “Officials”, etc). Capitalised terms have the following meaning in this Code of Behaviour:

Australian Tennis Organisation (ATO) includes TA, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs as defined in TA’s Member Protection Policy;

Code Violation means a penalty issued as a consequence for a breach of this Code of Behaviour.

Competition means a Team Competition and/or a Weekly Competition.

Disciplinary Review Panel (DRP) means the panel referred to in section 12 which reviews and determines penalties for breaches of the Code of Behaviour.

Entourage means any coach, trainer, parent, guardian, relative, family member, friend, attendee or support person or spectator at the Venue associated with a player.

Member Association (MA) refers to the governing body for tennis in each state/territory in Australia as defined in the TA Constitution.

Member Association Panel (MA Panel) means the panel referred to in clause 10.3 which reviews and triages reports of breaches of the Code of Behaviour.

Official(s) means the person performing the role of referee, assistant referee, court supervisor, court monitor, line umpire, chair umpire and other related Competition or Tournament officials involved in the regulation of the game of tennis appointed by an ATO whether paid or voluntary, and/or any person who holds a TA officials' membership.

Participant(s) refers to all registered or entered players, coaches, parents, guardians, spectators, Tournament directors and other competitive play organisers and ATO members.

Referee means the onsite Official with responsibility for ensuring a Tournament is conducted in accordance with all relevant rules and standards, and anyone who performs substantively the same function at a Competition.

Team Competition means any tennis team orientated event or competition with which an ATO is associated and in which individual players compete as representatives of a club, association, school, region, state or territory of Australia, or Australia, and which may or may not include other international tennis federations.

Tennis Australia (TA) means Tennis Australia Limited, the governing body for tennis in Australia, and all of its subsidiaries and affiliates, including, but not limited to, Padel Australia Limited and the Australian Tennis Foundation Limited.

Tournament means an event, championship, tournament, team event or challenge match that consists of one or several draws (for example draws for different age groups, genders and/or formats (i.e. singles, doubles, mixed doubles)) at which tennis matches are played. It also refers to any other exhibition event organised by an ATO as well as any event sanctioned by the PTT, ATP, ITF or WTA that is held within Australia.

Tribunal means a tribunal set up and constituted in accordance with this Code of Behaviour to hear matters referred to it as well as appeals from decisions of the DRP.

Venue means the physical site where a Tournament or Competition is held, including all facilities. A reference to a Venue will also include within the vicinity of the site (i.e. the site's car park and entrance), and all Tournament/Competition hotels, transport, facilities, functions or other related Tournament/Competition locations.

Weekly Competition means an organised tennis competition with which an ATO is associated and at which tennis matches are played and which occurs over a series of weeks and/or on a regular basis and where players compete either individually or as part of a team.

2.2. Capitalised terms not otherwise defined in this Code of Behaviour have the meaning given to them in TA's Member Protection Policy.

3. Application

3.1. The Code of Behaviour applies to all Participants, not just those competing on court, during, as well as before and after, a Tournament or Competition.

3.2. The Code of Behaviour also applies to conduct and activities related to a Tournament or Competition. The key factor to determine whether this Code of Behaviour applies is whether there is a clear connection between the conduct in question and the Tournament or Competition. This includes, but is not limited to:

(a) social media activity related to the Tournament or Competition;

(b) official activities, meetings or functions of a Tournament or Competition; and/or

(c) official social gatherings related to the Tournament or Competition.

3.3. This Code of Behaviour does not take precedence over any ITF, ATP or WTA tournament rules and regulations, which will primarily govern events run by these bodies. However, where appropriate, this Code of Behaviour may apply in addition to those rules and regulations (for instance, if a player is suspended by the ITF, the conduct in question may be considered under this Code of Behaviour in accordance with clause 19).

3.4. The Code of Behaviour operates in conjunction with any ATO competitive play rules that may be in place. For example, an Affiliated Club or Regional Association may have separate rules that govern their state, regional or club level Competition or Tournament. If there is an alleged breach of this Code of Behaviour and the relevant ATO competitive play rules, action may be taken under this Code of Behaviour and/or the local ATO Competition rules.

3.5. The Code of Behaviour operates in conjunction with all of the TA National Policies (which include the Member Protection Policy and Disciplinary Policy). A full list of TA National Policies is available at http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies). If there is an alleged breach of the Code of Behaviour and another TA National Policy, action may be taken under this Code of Behaviour and/or any other applicable TA National Policy.

3.6. The Code of Behaviour does not override or supersede any laws of any State or Territory and any allegation which gives rise to potential criminal conduct may be referred to the relevant State or Territory authority / enforcement body (i.e. the Police, ACCC, etc).

PART II – EXPECTED BEHAVIOURS

4. What you must do at Tournaments and Competitions

4.1. Everyone involved in Tournaments and Competitions, whether they are players, coaches, parents/guardians, spectators or other stakeholders, are custodians of the sport of tennis, and responsible for upholding the spirit of tennis. This requires an ongoing commitment to:

(a) Respect the rights, dignity and worth of others;

(b) Act with honesty, integrity and humility;

(c) Compete to the best of your ability at all times and promote fair play over winning at all cost;

(d) Take responsibility for your own actions;

(e) Read, understand and comply with this Code of Behaviour, any other applicable ATO competitive play rules or regulations and TA's National Policies as amended from time to time. If you have queries, ask someone;

(f) Respect yourself, your Entourage and all other Participants, including your opposition and other spectators;

(g) Act as a positive role model and lead by example for other Participants, particularly children and young people;

(h) Promote the sport in a positive light;

(i) Contribute to a safe, welcoming and inclusive tennis environment and a respectful culture which is accepting of individual differences;

(j) Respect the role of Officials whose job it is to ensure that Tournaments and Competitions are conducted fairly and according to the rules;

(k) Respect the role of anyone who assists in the administration and/or delivery of the sport of tennis, in particular the volunteers who give up their valuable time.

4.2. These values and behaviours represent the spirit in which tennis is to be played and spectated in Australia. In applying this Code of Behaviour, these values and behaviours will be taken into account, and how they can best be promoted and upheld.

5. What you must not do at Tournaments and Competitions

This section outlines the behaviours that are prohibited. Participants may be issued with a Code Violation and/or other penalty when they or a member of their Entourage commit one of the Code Violations listed below. For information on penalties that are attached to Code Violations, please refer to Part III.

Code Violations during a match and onsite

The following is a list of prohibited conduct during a match (including the warm-up), and/or at a Venue during a Tournament or Competition:

5.1 Audible Obscenity

(a) A Participant shall not use an audible obscenity.

(b) An audible obscenity is the use of words commonly known and understood to be profane (whether in English or any other language) and uttered clearly and loudly enough to be heard by an Official and/or other Participant(s).

5.2 Visible Obscenity

(a) A Participant shall not make obscene gestures of any kind.

(b) A visible obscenity is the making of signs by a player with their hands, a racquet, tennis balls or any other equipment, that are commonly understood to have an obscene meaning.

5.3 Ball Abuse

(a) A Participant shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precincts of the Venue except in the reasonable pursuit of a point during a match (including the warm-up).

(b) Ball abuse includes:

i. the intentional or reckless hitting of a ball out of the enclosure of the court;

ii. hitting a ball dangerously or recklessly within the court; and/or

iii. hitting a ball with apparent disregard of the consequences.

5.4 Abuse of Racquets or Equipment

(a) A Participant shall not violently or with anger hit, kick or throw a racquet or other equipment.

(b) An abuse of racquets or equipment includes:

i. intentionally and/or violently destroying and/or damaging a racquet or other playing equipment;

ii. intentionally and/or violently destroying or hitting of the net, court, umpire's chair or other fixture; and/or

iii. intentionally or recklessly throwing of a racquet or other equipment, whether on or off court.

5.5 Verbal Abuse

(a) A Participant shall not at any time directly or indirectly verbally abuse any Official, opponent, sponsor, spectator or other person within the Venue.

(b) Verbal abuse includes a statement about an Official, opponent, sponsor, ATO, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

5.6 Physical Abuse

(a) A Participant shall not at any time physically abuse any Official, opponent, spectator or other person.

(b) Physical abuse is the unauthorised touching of another person.

5.7 Coaching

(a) A player must not receive coaching during a match (including the warm-up).

(b) Coaching is permitted when a match has been formally suspended by the Referee, or his or her representative.

(c) Communications of any kind, audible or visible, between a player and their Entourage may be construed as coaching.

* TA may permit coaching at a specific Competition or Tournament, in which case Participants will be advised accordingly in advance.

5.8 Best Efforts

(a) A player must always compete to the best of their ability and use their best efforts during a match.

5.9 Dress and Equipment

(a) A player shall dress and present themselves for play in clean and customarily acceptable tennis attire. A player who violates this provision may be ordered by the relevant Official to change their attire and/or equipment immediately. Failure by a player to comply with such an order may result in an immediate default.

*Note, a player must be given the opportunity to change their clothing or equipment in order to comply with this provision. At the discretion of the relevant Official, a maximum period of 10 minutes may be allowed in order for a player to change attire and/or equipment (this period of time is separate to the 15 minutes referred to in clause 5.16). A direction to improve a player's dress and/or equipment before the next Tournament/Competition day may also be given by the relevant Official. Players should not be defaulted from matches and/or issued any disciplinary points due to clothing breaches except in exceptional circumstances. However, failure to meet dress regulation requests may be reported to the MA Panel. A breach of this provision is not subject to the point penalty schedule.

5.10 Time Violation / Delay of Game

(a) A match shall commence after the expiration of the warm-up period. Thereafter, play shall be continuous and a player shall not unreasonably delay a match as provided for in the International Tennis Federation Rules of Tennis.

(b) A violation of this provision shall be penalised by a *Time Violation*.

(c) The first *Time Violation*, as either server or receiver, shall be penalised by a *Time Violation - Warning* and each subsequent violation, as either server or receiver, shall be penalised as follows:

i. *Server*: the Time Violation shall result in a “fault”;

ii. *Receiver*: the Time Violation shall result in a “point penalty”.

Note that *Time Violations* are not subject to the point penalty schedule and do not incur any disciplinary points.

(d) A Code Violation (Delay of Game) shall be assessed and penalised in accordance with the point penalty schedule where a match is delayed due to a player:

i. having a medical condition and the player failing to recommence play after any permitted medical time out or evaluation associated with the medical condition;

ii. refusing to play; or

iii. not returning to the court to recommence play within any permitted or prescribed times.

5.11 Leaving the Court

(a) A player shall not leave the court area during a match (including the warm-up) without the permission of an Official.

(b) A breach of this section may subject a player to an Immediate Default.

5.12 Spectator Misconduct

(a) Any person spectating a match or attending a Venue must not engage in any of the following:

i. intimidating, threatening or abusive behaviour toward players, coaches, parents/guardians, other spectators, or persons at the Venue, Officials, competitive play organisers and/or any other Participant;

ii. causing a disruption to a Tournament or Competition or a match in progress;

iii. making, or causing to be made, inappropriate comments (in English or any other language) and/or gestures towards Officials, players, coaches, parents/guardians, spectators and other persons on-site or involved in the Tournament or Competition;

iv. providing inappropriate instructions, comments or direction to a player including both the spectator’s own player or the opponent, of any type (*Note, this may also be considered as “Coaching” in accordance with clause 5.7 above); and

v. any other inappropriate behaviour as determined by an Official, MA Panel or the DRP.

For the purpose of this provision, any reference to “inappropriate” includes anything that is, or may be perceived to be, disrespectful, derogatory, insulting and/or slanderous.

5.13 Unsportsmanlike Conduct / General Misconduct

(a) This provision prohibits the following:

i. any conduct which may reasonably be regarded unfair, unacceptable or unsporting;

ii. failing to give due regard to the authority of Officials and the rights of opponents, spectators and others;

iii. blatant and/or repeated incorrect line calling on purpose;

iv. any conduct which has the effect or potential to prejudice or be detrimental to the reputation of a Participant, the Tournament or Competition, an ATO or the sport of tennis generally;

v. any conduct which has the effect or potential to bring a Participant, the Tournament or Competition, an ATO or the sport of tennis into disrepute;

vi. conduct that does not meet the standards of acceptable behaviour prescribed in clause 4.1 of this Code of Behaviour.

vii. any conduct that is abusive, threatening or intimidating toward another Participant;

viii. making, authorising or endorsing any public statement that has, or is designed to have, an effect prejudicial or detrimental to the best interests of a Tournament or Competition, or its officiating and/or administration; and

ix. consuming alcohol and/or another intoxicating substance and being disorderly at a Venue during a Tournament or Competition.

(b) This provision is not limited to conduct occurring at a Venue and may encompass other conduct that is covered by this Code of Behaviour in accordance with clause 3.2.

Withdrawal and Failure to Complete Code Violations

5.14 Late Withdrawal and Failure to Complete

Late Withdrawal (Before the Draw)

(a) A player must not withdraw from a Tournament after the withdrawal deadline i.e. four (4) days before the publication of the draw.

(b) Any withdrawal by a player after the withdrawal deadline will be deemed a Late Withdrawal (Before the Draw) violation and will receive disciplinary points in accordance with clause 6.3 (i.e. one (1) disciplinary point).

Late Withdrawal (After the Draw)

(c) A player must complete a match or Tournament after the publication of the draw.

(d) A player that fails to complete a match or Tournament after the publication of the draw will be deemed to have committed a Late Withdrawal (After the Draw)violation and will receive disciplinary points in accordance with clause 6.3 (i.e. two (2) disciplinary points).

Failure to Complete

(e) A player must complete a match or Tournament once it has commenced.

(f) A player that fails to complete a match or Tournament that is in progress will be deemed to have committed a Failure to Complete Match or Tournament violation and will receive disciplinary points in accordance with clause 6.3 (i.e. two (2) disciplinary points).

Incursion of disciplinary points and appeals

(g) A player's first four (4) disciplinary points incurred for Late Withdrawal and/or Failure to Complete Match or Tournament violations in a twelve (12) month rolling period will not be included when calculating the accumulated disciplinary points total (as set out in clause 6.4).

(h) Any subsequent Late Withdrawal and/or Failure to Complete Match or Tournament will result in a Code Violation against the player and the incursion of disciplinary points (as set out in clause 6.3).

(i) A player may appeal a Late Withdrawal or Failure to Complete violation if they have a legitimate reason (i.e. medical reasons, emergencies, death of a loved one, etc.) and evidence is provided. Any appeal must be made within 48 hours of the Code Violation being issued, otherwise it is not appealable. The decision to accept the appeal is at the sole discretion of TA.

5.15 Playing two Tournaments (Concurrency)

(a) A player is prohibited from playing two Tournaments at the same time, unless permission has been granted by and received from the TA Professional Events and Competitive Play Team in accordance with the Regulations.

(b) A breach of this section may subject a player to an Immediate Default.

5.16 Punctuality ('No Show')

(a) A player must be ready to commence play within 15 minutes of their match being called at a Tournament.

(b) A breach of this section may subject a player to an Immediate Default unless the Referee, in their sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

PART III – PENALTIES

6. Disciplinary point system

6.1. When a Code Violation is issued on-site by an Official, disciplinary points are imposed against the player.

6.2. Disciplinary points are imposed on the day on which the Code Violation occurred.

6.3. The following disciplinary points are automatically imposed for a Code Violation under this Code of Behaviour:

Code violation	Disciplinary points
Serious Code Violation*	Three (3) disciplinary points
Punctuality (No Show)	Two (2) disciplinary points
Playing Two Tournaments (Concurrency)	Two (2) disciplinary points
Failure to Complete Violation	Two (2) disciplinary points
Late Withdrawal (After the Draw) Violation	Two (2) disciplinary points
Late Withdrawal (Before the draw) Violation	One (1) disciplinary point
All other Code Violations	One (1) disciplinary point

* A 'Serious' Code Violation is one that, in the opinion of the Referee, warrants an immediate default from a match or, in the case of conduct not related to play during a match, exclusion from the Tournament.

6.4. Once imposed, disciplinary points are tallied on a twelve (12) month rolling basis, with penalties attaching to the accumulation of disciplinary points as follows:

Disciplinary points accumulated in a 12-month rolling period*	Outcome	Notes
1st point accumulated	Notification of Code Violation being issued	**N/A**
2nd point accumulated	Notification of Code Violation being issued	**N/A**
3rd point accumulated	Warning	**N/A**
4th point accumulated	1-month suspension	**1-month suspension to be served**
5th point accumulated	1-month suspension	**Cumulative suspension to be served is 2-months***
6th point accumulated	2-month suspension	**Cumulative suspension to be served is 4 months and/or referral to the DRP at TA's discretion***
7 or more points accumulated	**Referral to the DRP for consideration.**	**DRP can impose a maximum six-month suspension. DRP to refer matter to a Tribunal if further suspension is sought**

*See Appendix I for examples of how the accumulation of disciplinary points works in practice.

7. Additional penalties

7.1. There are circumstances where a Participant may be referred to an MA Panel, the TA Disciplinary Review Panel (**DRP**) and/or a Tribunal to consider if the Participant has committed a Code Violation(s). If the MA Panel, the DRP and/or a Tribunal determine that a Code Violation has occurred, they may impose disciplinary points (in accordance with above) and/or other penalties. Note that:

(a) *If referred to an MA Panel:* the maximum number of disciplinary points is two (2) and the maximum suspension the MA Panel can impose is a period of four (4) weeks.

(b) *If referred to the DRP*: the maximum number of further disciplinary points is five (5) and the maximum suspension the DRP can impose is a period of six (6) months.

(c) *If referred to a Tribunal*: no maximum number of disciplinary points. The maximum suspension a Tribunal can impose is a period of two (2) years.

More information on when an MA Panel, the DRP and/or a Tribunal may impose penalties is set out in Part IV of this Code of Behaviour.

7.2. An MA Panel, the DRP or a Tribunal may impose any one or more of the following penalties on a Participant either in addition to, or instead of, disciplinary points and/or a suspension period:

(a) Ordering the player or member of their Entourage attend a behaviour change program, and where ordered to do so, the person will present proof of having attended such a program before they can re-commence playing or attending Tournaments/Competitions;

(b) Ordering the player or member of their Entourage to complete education, and where ordered to do so, the person will present proof of having completed such education before they can re-commence playing or attending Tournaments/Competitions;

Only the DRP or a Tribunal may impose:

(c) A monetary fine (see Appendix II for an Assessment Matrix to be used by the DRP or a Tribunal as a guide when issuing a monetary fine);

(d) Remove Ranking or Competition points; and/or

(e) Any other additional penalty deemed appropriate.

7.3. If a Participant is suspended, the MA Panel, the DRP or a Tribunal has the option to:

(a) extend the suspension to prohibiting participation in any other events, squads, tours, programs or other ATO activities, including training, for a specified period of time not exceeding the length of the suspension;

(b) commence the suspension at any time it deems appropriate;

(c) split the period of suspension into periods (i.e. a two-month suspension may be split into 2 x one-month suspensions); and/or

(d) identify specific Tournaments and/or Competitions at which the Participant is prohibited from participating in/attending as part of the suspension.

8. Review of automated penalties

8.1. The Disciplinary Point system set out in clause 6.4 may result in an automatic suspension being imposed against a Participant that:

(a) relies on tennis to substantially generate an income and/or would be disproportionately affected if sanctioned with a suspension;

(b) has already received a penalty by another tennis body (i.e. ITF, ATP or WTA) for the same conduct that triggered an automatic suspension, resulting in the Participant being double penalised; and/or

(c) a suspension will not have the intended disciplinary effect, and the automated penalty requires review (i.e. education would be a more appropriate penalty).

8.2. If any of the circumstances set out in clause 8.1, the TA Integrity Team, at its sole discretion, may refer the matter for review to the DRP. See Section 12 for more information about the DRP process.

PART IV – ADMINISTERING CODE VIOLATIONS

A summary of the process for which Code Violations are administered is depicted in the diagram set out in Appendix IV – Code Violation Flowchart.

9. On-site administration of the Code of Behaviour

9.1. Officials are responsible for the on-site administration of the Code of Behaviour. It is preferable that any breach or alleged breach of this Code of Behaviour is dealt with as soon as practicable on-site.

9.2. In relation to conduct occurring on-site, Officials have the power to:

(a) issue a verbal warning for conduct that may constitute a Code Violation;

(b) issue Code Violations for conduct while a match is in progress;

(c) issue Code Violations for non-match conduct;

(d) direct Participants to leave the Venue;

(e) suspend or cancel a match in progress; and

(f) refer any matter to the relevant MA and/or TA (who will in turn decide whether further action is required in accordance with this Code of Behaviour).

9.3. The Referee is the final authority regarding all Code Violations and allegations of breaches of this Code of Behaviour during a match and/or at the Venue. Any such decisions made during a match and/or at the Venue are not appealable, with the exception of Late Withdrawal and/or Failure to Complete Match or Tournament violations.

9.4. The Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out in clause 9.5. In all cases of default, the decision of the Referee shall be final and unappealable. Any player who is defaulted may be subject to default from all other

events/draws, if any, in that Competition/Tournament with the following exceptions:

(a) the player or team was defaulted for a violation of the Punctuality or Dress and Equipment provisions; or

(b) the player or team was defaulted as a result of a medical condition; or

(c) the player's doubles partner committed the Code Violation which caused the default.

Code Violations (during a match):

9.5. While a match is in progress, Code Violations by players or their Entourage are penalised according to the following Point Penalty Schedule:

Match offence	Immediate penalty (During match)	Disciplinary points for each Code Violation
First Violation	Official issues Code Violation – Warning	1 disciplinary point
Second Violation	Official issues Code Violation - Point Penalty (point awarded to opponent)	1 disciplinary point
Third Violation	Official issues Code Violation - Game Penalty (game awarded to opponent)	1 disciplinary point^^^
Any Subsequent Violation	Official issues Code Violation - Game Penalty (game awarded to opponent) **OR** Referee issues Code Violation - Default (player disqualified and match awarded to opponent)	
Serious Code Violation	Referee issues Code Violation Immediate Default	3 disciplinary points^^^

^^^ The maximum number of disciplinary points that can be issued against a player during a match is four (4). Once four (4) disciplinary points have been issued during one single match, whether the player has been defaulted or not, the matter is to be referred to the relevant MA Panel or the DRP for further consideration.

9.6. As set out in the table above:

(a) Any Official may issue a Code Violation for an offence during a match that does not lead to a match default;

(b) Subject to clause 9.8, only the Referee may issue a Code Violation which results in a match default (**Match Default Code Violation**).

9.7. The Referee may also determine that a breach of the Code of Behaviour by a Participant warrants the disqualification of the relevant player from other draws of the same Tournament (for example if the player has entered multiple age groups, or a doubles/mixed doubles draw in the Tournament).

9.8. The Referee has discretion to delegate the power of issuing a Match Default Code Violation to another Official (for example an Assistant Referee or Court Supervisor). A delegation may be done informally.

9.9. A player that is issued a Code Violation during a match shall be notified as soon as practicable (even if this is only possible after the start of the next game of a match or at some later time).

9.10. For any Code Violation awarded during a doubles match, on-court penalties shall be imposed against the relevant team. Officials (or the DRP if considered sufficiently serious to warrant a referral) may subsequently determine whether one or both members of the team should be awarded the Code Violation individually.

9.11. After the completion of a match, the Referee has discretion to review or further investigate incidents alleged to have occurred during the match and subsequently impose any penalty outlined in paragraph 9.15.

On-Site Violations (breaches at the Venue but not during a match)

9.12. For incidents not related to play during a match, the Referee may still issue a Code Violation. The Referee may consult other Officials but has ultimate discretion to determine if a breach has occurred.

9.13. For non-match related conduct, an Official may take the following action:

(a) Issue a Code Violation;

(b) Remove a player from the Tournament or a specific draw of the Tournament (in which case, for the purposes of this Code of Behaviour the player is to be treated as having received a Code Violation Immediate Default); or

(c) Refer the incident to the the relevant MA and/or TA (who will in turn decide whether further action is required in accordance with this Code of Behaviour).

9.14. If a Code Violation is issued on-site, the Referee shall take reasonable steps to ensure the Participant is informed as quickly as possible when the Code Violation has been issued against them.

9.15. For on-site matters, Code Violations by players or their Entourage are penalised according to the following schedule:

On-Site Offence	Immediate penalty (During match)	Disciplinary points Recorded for each Code Violation
Code Violation	Official issue Code Violation	**1 disciplinary point**
Serious Code Violation	**Default**	**3 disciplinary points**

9.16. In addition, the Referee may also direct a Participant to leave the Venue for the remainder of the day or all remaining days of the Tournament/Competition. Failure to abide by such a direction may be referred to the the relevant MA and/or TA for review.

Powers of Officials in relation to Spectator Misconduct

9.17. Spectator Misconduct is defined in clause 5.12 of this Code of Behaviour.

9.18. A player is deemed to be responsible for the behaviour and conduct of their Entourage. If an Official

determines that a member of a player's Entourage has engaged in Spectator Misconduct, they may issue a Code Violation against the relevant player.

9.19. In addition, an Official has discretion to take any other action they consider appropriate to de-escalate the situation, as well as to remove the risk of further interference for the remainder of the Tournament/Competition (provided such action is reasonable and proportionate) including:

(a) suspending a match until the Official determines that the issue is resolved and that play can continue without further disruption or interference;

(b) attempting to address and eliminate the misconduct in question by discussing the relevant behaviour with the offending person and/or applicable player. This discussion may include a warning to the player and the misbehaving spectator that any further interference by the spectator may result in the suspension of the match or the issuing of Code Violations;

(c) cancelling a match and issuing the player whose Entourage caused the interference a Code Violation Immediate Default for Spectator Misconduct (TA has discretion as to whether the issuing of the Code Violation attracts the requisite disciplinary points);

(d) suspending the player from the event;

(e) directing a person to stop watching a match, leave the Venue and/or not attend the remainder of the event;

(f) issuing a single Code Violation for Spectator Misconduct;

(g) referring the matter to the relevant MA and/or TA (who will decide whether further action is required in accordance with this Code of Behaviour); and/or

(h) any other action deemed necessary to defuse the situation.

10. Administration of the Code of Behaviour following a Tournament or Competition

10.1. There may be circumstances where a Participant has committed a breach of this Code of Behaviour, and a Code Violation was not issued by an Official on-site. This is commonly as a result of the following circumstances:

(a) the Tournament or Competition was not officiated by an Official(s);

(b) the Official was not present and/or did not see the conduct that constitutes a Code Violation occur; or

(c) the Official decided not to issue a Code Violation at the time to avoid inflaming a situation.

10.2. In the circumstances described above, the conduct of the Participant that may constitute a Code Violation must be reported (Post Event Report) within seven (7) days of the completion of the event. The Post Event Report must detail any conduct for which no action on-site was taken by an Official but which may warrant further consideration. The Post Event Report should be completed by an Official, but in the absence of an Official a report can be made by a player, parent/guardian, spectator or other Participant.

10.3. The Post Event Report should be sent to the relevant MA. It is then the responsibility of the relevant MA Panel to review the report. The MA Panel is made up of the following staff members from the respective MA:

(a) The Competitive Play Lead;

(b) The Integrity Lead; and/or

(c) The Officiating Representative.

10.4. The MA Panel has discretion to:

(a) determine that no further action is required (i.e. in instances where the conduct does not amount to a Code Violation or require further management);

(b) consider issuing a penalty in accordance with clause 7.1 and 7.2 (i.e. impose a maximum of two (2) disciplinary points, a suspension period of four (4) weeks and/or an education requirement); or

(c) refer a matter to a representative of the TA Integrity Team for further investigation.

10.5. In the exercise of this discretion, the MA Panel may have regard to the following non-exhaustive list of factors:

(a) the nature of the conduct in question;

(b) the impact, damage or harm caused by the conduct on other persons, TA, MAs or the sport of tennis in general;

(c) the intent of the Participant in committing the conduct in question;

(d) the need for general and specific deterrence;

(e) the complexity (or lack thereof) of the circumstances surrounding the conduct in question;

(f) previous disciplinary action or outcomes related to the Participant;

(g) previous conduct and/or any relevant prior history of the Participant;

(h) the number of disciplinary points the Participant has currently accumulated and the Code Violations for which those disciplinary points were incurred; and

(i) fairness and consistency in dealing with matters generally.

10.6. The MA Panel should only consider issuing a penalty in circumstances where after having regard to the factors listed in clause 10.5 the conduct is considered minor.

10.7. Before issuing any penalty, the MA Panel must take reasonable steps to obtain a version of events from the Participant that has allegedly committed a Code Violation.

10.8. The Participant must be notified of the MA Panel's decision under clause 10.4.

10.9. In circumstances where the MA Panel have imposed a suspension period, a Participant may appeal this decision to the DRP. A Participant must notify the relevant MA Panel in writing of their intention to appeal the decision within 72 hours of the MA Panel delivering their decision.

10.10. For any appeal referred to the DRP in accordance with clause 10.9, the DRP will be provided with the same material that was available to the MA Panel, and has the discretion to either:

(a) Find in favour of the Appellant in that the decision of the MA Panel was unreasonable and/or excessive. In this case, the DRP must make a new decision as it considers appropriate;

(b) Affirm the decision of the MA Panel. In this case, the DRP must impose the original penalty imposed by the MA Panel; or

(c) Impose additional penalties on the Participant, but the maximum length of suspension that can be imposed by the DRP is six (6) months.

11. Investigations

11.1. In circumstances where a matter has been referred to the TA Integrity Team, a member of the TA Integrity Team or delegate (Nominated Investigator) may conduct an investigation.

11.2. At the commencement of an investigation, the Nominated Investigator must notify the Participant who is the subject of the investigation in writing that:

(a) this Code of Behaviour applies to the Participant, and the nature of the alleged breaches of the Code of Behaviour under investigation (a copy of this Code of Behaviour to be provided);

(b) the Participant may provide a statement responding to the alleged breach(es) within seven days, or such other period determined by the Nominated Investigator;

(c) failure to provide a statement responding to the alleged breaches may result in (i) the matter being referred to the DRP without a response from the Participant and (ii) the DRP making a decision with respect to the matter without a response from the Participant; and

(d) the DRP, or Tribunal (as applicable), is able to impose penalties in accordance with this Code of Behaviour and provide details of those penalties,

(**Notice of Alleged Breach of Code of Behaviour**).

11.3. The investigation process conducted by the Nominated Investigator may or may not include any one or more of the following additional steps:

(a) Collecting witness statements;

(b) Conducting interviews;

(c) Collecting any other information, which may include video footage, photos, recordings etc. that the Nominated Investigator deems necessary; and/or

(d) Requesting a written response from any other parties involved in or related to the report.

11.4. The Participant must provide their response within the timeframe stipulated in the Notice of Alleged Breach of Code of Behaviour. The Nominated Investigator has absolute discretion to determine whether to extend the time by which a Participant may respond. Failure to provide a response within the timeframe stipulated may result in the matter being referred to the DRP without a response from the Participant.

11.5. Following the investigation, the Nominated Investigator may either:

(a) take no further action; or

(b) refer the matter to the DRP or a Tribunal for consideration.

11.6. If the Nominated Investigator takes no further action and does not refer the matter to the DRP, the original decision of the Official (if any) will stand and the Participant does not have a right to refer the matter to the DRP or the Tribunal.

11.7. The Participant must be notified of the Nominated Investigator's decision under clause 11.5as soon as practicable.

12. Tennis Australia Disciplinary Review Panel (DRP)

Composition

12.1. TA will appoint a panel of members who may sit on the DRP. The panel will be made up of personnel from TA's Professional Events and Competitive Play, and Legal teams.

12.2. The DRP is to be constituted by:

(a) a minimum of two (2) members and a maximum of three (3) members; and

(b) panel members from different departments/teams within TA.

12.3. The DRP may meet informally, or deal with matters on the papers, but any decision or action is only valid if clause 12.2 has been complied with.

Reviews of matters referred to the DRP

12.4. The DRP must review any matter referred to it by the Nominated Investigator or the TA Integrity Team.

12.5. The DRP must consider all of the material made available to it and determine whether a breach of the Code of Behaviour has occurred.

12.6. The DRP is not bound by decisions of Officials.

12.7. The DRP may:

(a) take no further action;

(b) if a Code Violation was not issued on-site, determine that a Participant has committed a breach of this Code of Behaviour and:

i. impose a penalty in accordance with Part III; and/or

ii. refer the matter to a Tribunal (if it believes a greater penalty than what it is permitted to impose is appropriate);

(c) if a Code Violation was issued on-site:

i. re-classify the Code Violation issued by an Official (for example: an Audible Obscenity may be re-classified as Verbal Abuse); and/or

ii. impose an alternate or additional penalty in accordance with Part III; and/or

iii. refer the matter to a Tribunal (if it believes a greater penalty than what it is permitted to impose is appropriate).

12.8. If the DRP is constituted by two panel members, decisions of the DRP must be unanimous. If the DRP is constituted by three panel members, decisions of the DRP may be made by majority.

Penalties the DRP may impose where it has found a breach of the Code of Behaviour

12.9. The DRP has broad discretion to impose penalties it deems appropriate, having regard to the particular circumstances, facts and context of the individual matter.

12.10. The role of the DRP is to consider whether, having regard to all the relevant circumstances and information available to it, a Code Violation has occurred and if so, whether the conduct in question warrants the issuing of a penalty . The DRP may have regard to the following non-exhaustive list of factors when considering if any penalties should be imposed:

(a) the nature of the conduct in question;

(b) the impact, damage or harm caused by the conduct on other persons, TA, MAs or the sport of tennis in general;

(c) the intent of the Participant in committing the conduct in question;

(d) the need for general and specific deterrence;

(e) the complexity (or lack thereof) of the circumstances surrounding the conduct in question;

(f) previous disciplinary action or outcomes related to the Participant;

(g) previous conduct and/or any relevant prior history of the Participant;

(h) the number of disciplinary points the Participant has currently accumulated and the Code Violations for which those disciplinary points were incurred; and

(i) fairness and consistency in dealing with matters generally.

12.11. If the DRP considers it appropriate having regard to the above factors, it may:

(a) impose penalties as outlined in Part III; and/or

(b) refer the matter to a Tribunal for further consideration which will be constituted and conducted in accordance with Part V.

Concessions for early acceptance of decisions of the DRP to impose further disciplinary points

12.12. If the DRP has decided to impose disciplinary points or some other form of penalty (i.e. a suspension), it may offer a Participant a concession for accepting the decision without appeal. The decision to offer a concession, and the size of any concession offered, is discretionary.

Notification of DRP decisions

12.13. As soon as practicable after the DRP makes a decision, the Participant must be notified of the following:

(a) The DRP decision;

(b) The penalty being imposed (i.e. the amount of disciplinary points and/or other penalty (if any));

(c) Details of any suspension being imposed; and

(d) Any discounts/concessions offered for not contesting the DRP decision, where applicable.

12.14. TA may directly notify any affected party of a DRP decision and the penalty imposed (for example, TA may notify a ATO or Tournament Director that a Participant has been banned from entering a particular event and/or is suspended for a period of time).

13. Appeals to a Tribunal

13.1. The following first instance decisions of either the DRP, or a Tribunal (as applicable) can be appealed:

(a) A decision that involved the imposition of a total of three (3) or more disciplinary points to a Participant (before any discount/concession is applied); and

(b) A decision that involved the imposition of a suspension of three (3) months or more, where that suspension is not merely the outcome of a player accruing the requisite number of disciplinary points in a twelve (12) month period.

13.2. The Participant must, within seven (7) days of the DRP delivering their decision, give written notice of their intention to appeal to the TA Integrity Team.

13.3. A decision captured by clause 13.1 above can be appealed only on the following grounds:

(a) the decision was so unreasonable that no person acting reasonably, with regard to all the material before it, could have come to that decision; and/or

(b) the penalty imposed by the DRP was manifestly excessive taking into account the factors set out in clause 12.10.

13.4. Tribunal hearings shall be constituted and conducted in accordance with Part V.

13.5. If a Participant appeals a decision of the DRP and is unsuccessful, the Participant will not receive the benefit of any discount/concession offered by the DRP.

PART V – TRIBUNAL GUIDELINES

The following provisions apply to a direct referral to a Tribunal under this Code of Behaviour and appeals of DRP decisions captured under clause 13.1.

14. Composition and administration of Tribunal

14.1. The TA Integrity Team, an MA or the Nominated Investigator will be responsible for the administration of the tribunal process under this Code of Behaviour including notifying the Participant of the Tribunal, advising tribunal members and scheduling hearings.

14.2. The Tribunal shall be appointed by the ATO that is administering and coordinating the hearing, and shall comprise of the following persons:

(a) A lawyer, or if after reasonable attempts have been made to obtain one without success, then a person with considerable experience in the legal aspects of a disciplinary tribunal (who shall be chairperson);

(b) A person with a thorough knowledge of tennis;

(c) One other person of experience and with skills suitable to the function of a disciplinary tribunal.

14.3. The following persons cannot be Tribunal members:

(a) A person who is a member of the Board of Directors of TA or an MA;

(b) A person who is a member of the DRP;

(c) A person who would, by reason of their relationship with the player, or otherwise, be reasonably considered to be other than impartial.

14.4. All parties shall bear their own costs.

14.5. Each member of the Tribunal shall be indemnified by the ATO appointing the Tribunal from any claim or action for loss, damages or costs made against them arising out of or in connection with their function as a member of the Tribunal.

15. Notification of Tribunal Hearing

15.1. The Nominated Investigator (or a member of the TA Integrity Team) must notify the Participant and the Tribunal Members, of the following:

(a) Details of the violation(s);

(b) Confirmation that the Code of Behaviour applies;

(c) The date, time and place of the Tribunal hearing giving at least seven (7) days' notice, except in the case of Weekly Competitions where the ATO administering the Competition will determine the timing of any Tribunal hearing;

(d) That if the Participant is unsuccessful in their appeal, the Participant will not receive the discounted penalty offered by the DRP and that the Tribunal must impose the original penalty imposed by the DRP (if applicable); and

(e) Contents of all report forms and any other written material provided to the DRP (if applicable); and

(f) Any reasons provided by the DRP for its decision (if applicable).

15.2. The Participant may be represented at the hearing by any person who is not a legal practitioner. The Tribunal may give leave for the Participant to be legally represented where it considers it is necessary in accordance with the principles of natural justice. The ATO may be represented by its nominee at the hearing who may be the Nominated Investigator.

15.3. The Tribunal shall hear and determine the matter in whatever manner it considers appropriate in the circumstances (including by way of teleconference or otherwise) provided that it does so in accordance with the principles of natural justice.

15.4. The purpose of the hearing shall be:

(a) *If the matter is an appeal of a DRP decision*: to determine whether the relevant decision of the DRP was so unreasonable that no DRP acting reasonably could have come to that decision having regard to all the material before the DRP; or

(b) *If the matter is a direct referral to the Tribunal*: to determine whether there was a breach of the Code of Behaviour, and if so, the appropriate penalty to be imposed.

15.5. Where a Participant elects to rely on written submissions only, the Tribunal will convene as soon as practicable to determine the matter.

15.6. If within 30 minutes of the notified time for commencement of the hearing, the Participant is not present, the Tribunal will consider the matter closed and make a decision in accordance with this Code of Behaviour.

16. Outcome of Tribunal Hearing

16.1. The Tribunal shall give its decision as soon as practicable after the hearing and will deliver a statement of its written reasons to the ATO and the Participant.

16.2. The Tribunal may do one or more of the following:

(a) If the matter is an appeal of a DRP decision:

i. Find in favour of the Appellant in that the decision of the DRP was so unreasonable that no DRP acting reasonably could have come to that decision having regard to all the material before the DRP. In this case, the Tribunal must make a new decision as it considers appropriate;

ii. Affirm the decision of the DRP. In this case, the Tribunal must impose the original penalty imposed by the DRP (that is, the penalty pre discount (if any)); or

iii. Impose additional penalties on the Participant but the maximum length of

suspension that can be imposed by the Tribunal is two (2) years.

(b) If the matter is a direct referral to the Tribunal:

i. Find in favour of the Participant, in which case no penalty will be issued; or

ii. Find in favour of the ATO, in which case it must impose a penalty / penalties on the Participant, but the maximum length of suspension that can be imposed by the Tribunal is two (2) years.

16.3. The Participant must be informed in writing by the ATO of the outcome of the Tribunal hearing, including the dates to which any suspension applies.

16.4. The ATO shall also notify other bodies of any penalty imposed.

16.5. All decisions of a Tribunal may be published on TA's Competitive Play Website.

16.6. A decision of a Tribunal which is an appeal of a decision of the DRP is final and there is no right of appeal with respect to that decision.

16.7. A decision of a Tribunal which has determined a matter at first instance is subject to a right of appeal. The appeal shall be on whether a breach of this Code of Behaviour occurred and/or penalty issued. The grounds of appeal are as follows:

(a) *in relation to an appeal against whether there was a breach of this Code of Behaviour*: the only ground of appeal is that on the balance of probabilities the alleged conduct did not occur;

(b) *in relation to an appeal against penalty*: the only ground of appeal is that no Tribunal acting reasonably could have come to that decision having regard to all the material before it. If the Tribunal finds that this ground of appeal has been established the Tribunal may impose a different penalty.

16.8. An appeal of a Tribunal decision made at first instance must be constituted and conducted in accordance with Part V of this Code of Behaviour.

16.9. The decision of a Tribunal made pursuant to clause 16.7 is final and there is no further right of appeal.

PART VI – MISCELLANEOUS

17. Notices

17.1. Any notice required to be sent to a Participant under this Code of Behaviour may be sent in writing via email to the email address provided by the Participant as part of their MyTennis player ID and/or their Tournament account information.

17.2. It is the responsibility of the Participant to advise TA and any relevant ATO of any change in their email address details.

17.3. An email sent to the email address outlined in clause 17.1 above will be deemed received by the Participant for the purposes of this Code of Behaviour.

17.4. Any notice to a child or person in recognised care should also be sent to the parent, guardian or carer.

18. Publication of decisions

18.1. Decisions made by an MA Panel, the DRP or a Tribunal may be published on the TA Website or otherwise.

18.2. Decisions may be published:

(a) to encourage role model behaviour;

(b) to deter breaches of this Code of Behaviour;

(c) to enable members of the tennis community to see that action is being taken in relation to poor behaviour; and

(d) to enable ATOs to uphold any suspensions issued in accordance with this Code of Behaviour.

19. Reciprocation of decisions

19.1. TA recognises that Participants may compete in tennis events in Australia and overseas, run by varying tennis governing bodies. In circumstances where a Participant has a suspension imposed against them in one jurisdiction, they may avoid that suspension by participating in different jurisdictions, which may undermine the intended purpose of the sanction.

19.2. TA acknowledges that by upholding and reciprocating the disciplinary outcomes of other tennis governing bodies, TA can ensure integrity is consistently applied across the tennis community in Australia. Similarly, TA intends to work with other tennis governing bodies to share any disciplinary outcomes the DRP and/or a Tribunal impose to ensure they have the intended effect.

19.3. In instances where TA is informed by other tennis governing bodies (i.e. ITF, ATP or WTA) of a disciplinary outcome, this information will be referred to the DRP to consider the issue of reciprocation. The DRP may have regard to the following factors when determining whether they should reciprocate the decision:

(a) was procedural fairness afforded to the relevant Participant;

(b) does the conduct constitute a Code Violation under this Code of Behaviour;

(c) is the penalty proportionate; and

(d) is it relevant for TA to reciprocate the penalty i.e. by not enforcing the penalty, would there be a real impact on the integrity of tennis in Australia.

19.4. The DRP may determine to refer a decision of their own to another tennis governing body if deemed appropriate. Considerations include, but are not limited to:

(a) ensuring the penalty has a real and intended impact on the Participant and the integrity of tennis;

(b) to enable other tennis governing bodies to uphold any sanctions issued in accordance with this Code of Behaviour.

20. Review and promotion of the Code of Behaviour

20.1. This Code of Behaviour will be reviewed on a regular basis.

20.2. This Code of Behaviour, and any changes or revisions to it, will be made available to the public on TA's National Policies website: https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies.

Version Control:

Version Number:	5
Effective Date:	1 January 2025
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APPENDIX I – EXAMPLES OF THE ACCUMULATION OF DISCIPLINARY POINTS

Below are examples that show how Code Violations, disciplinary points and the accumulation of disciplinary points works in practice.

Example 1

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
Audible Obscenity	Code Violation	1	23-Dec-2022	0	1
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	150	2
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	150	3
Racquet or Equipment Abuse	Code Violation	1	26-May-2023	154	4
Audible Obscenity	Code Violation	1	12-Jul-2023	201	5
Racquet or Equipment Abuse	Code Violation	1	5-Dec-2023	347	6

Explanation of suspension duration

Regarding row 4 of this example, on 26 May 2023, the player receives a Code Violation and incurs their 4th disciplinary point in a 12-month rolling period. Accordingly, the player is suspended for 1-month.

Regarding row 5, after serving the first 1-month suspension, the player returns to tennis and receives another Code Violation on 12 July 2023, resulting in an accumulation of 5 disciplinary points in a 12-month rolling period. Accordingly, another 1-month suspension is imposed.

Regarding row 6, on 5 December 2023 the player receives a Code Violation and incurs their 6th disciplinary points in a 12-month rolling period. Accordingly, a further 2-month suspension is issued.

Example 2

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
Unsportsmanlike Conduct	Code Violation	1	30-Apr-2022	0	1
Failure to Complete	Code Violation	2	20-Jul-2022	81	1
Late Withdrawal (Before the Draw)	Code Violation	1	29-Sep-2022	152	1
Racquet or Equipment Abuse	Code Violation	1	26-Apr-2023	362	2
Ball Abuse	Code Violation	1	26-Apr-2023	362	3
Unsportsmanlike Conduct	Default	1	26-Apr-2023	362	4

Explanation of suspension duration

Regarding row 2 of this example, on 20 July 2022 the player withdraws from a tournament after the publication of the draw and following the commencement of the first match. Accordingly, the player receives a Failure to Complete Code Violation and incurs 2 disciplinary points. Regarding row 3 of this example, on 29 September 2022 the player withdrew late, but before the draw was published, and received a Late Withdrawal (Before the Draw) Code Violation which incurs 1 disciplinary point. However, because these Code violations are Late Withdrawal / Failure to Complete violations, the first 4 points do not contribute to the players cumulative number of active disciplinary points.

Regarding rows 4-6, on 26 April the player was defaulted from a match for committing 3 Code Violations, with a disciplinary point issued for each. The cumulative number of disciplinary points for the player in the 12-month rolling period is now 4, and accordingly a 1-month suspension is imposed.

Example 3

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	0	1
Racquet or Equipment Abuse	Code Violation	1	22-May -2023	0	2
Unsportsmanlike Conduct	Code Violation	1	12-Aug-2023	82	3
Verbal Abuse (subject to DRP review)	Code Violation	3	13-Aug-2023	83	6

Explanation of suspension duration

Regarding row 4 of this example, on 13 August 2023 the player receives a Code Violation for Verbal Abuse. The Code Violation issued by the official on-site results in the player receiving 1 disciplinary point. However, the player's conduct was reported by the Referee to the MA Panel, who referred it to the TA Integrity Team for investigation. The conduct was then referred to the DRP and an additional penalty of 2 disciplinary points was issued due to the severity of the verbal abuse. Accordingly, the total number of disciplinary points issued for the Code Violation on 13 August 2023 is 3. This takes the player's accumulative total number of disciplinary points in a 12-month rolling period to 6. Accordingly, the player was suspended for 4-months (the culmination of 1-month for incurring 4 disciplinary points, 1-month for incurring 5 disciplinary points and an additional 2-months for incurring 6 disciplinary points).

Example 4

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	0	1
Racquet or Equipment Abuse	Code Violation	1	22-May -2023	0	2
Verbal Abuse (subject to DRP review)	Code Violation	3	26-May-2023	4	5
Audible Obscenity	Code Violation	1	12-Aug-2023	82	6
Racquet or Equipment Abuse	Code Violation	1	5-Dec-2023	197	7
Audible Obscenity	Code Violation	1	6-Dec-2023	198	8
Unsportsmanlike Conduct	Code Violation	1	6-Dec-2023	198	9
Audible Obscenity	Code Violation	1	8-Dec-2023	200	10

Explanation of suspension duration

Regarding row 3 of this example, on 26 May 2023 the player receives a Code Violation. The conduct was considered a serious Code Violation by the on-site official, so the player incurred 2 disciplinary points for the Verbal Abuse. However, following a Post Event Report, the conduct was ultimately referred to the DRP and an additional penalty of 1 disciplinary point was issued. Accordingly, the total number of disciplinary points issued for the Verbal Abuse Code Violation on 28 May 2023 is 3. This took the player's total number of disciplinary points accumulated in a 12-month rolling period to 5. Accordingly, the player was suspended for 2-months (the culmination of 1-month for incurring 4 disciplinary points and another 1-month for incurring 5 disciplinary points).

Regarding row 4, on 12 August 2023 the player receives a Code Violation and incurs their 6th disciplinary point in a 12-month rolling period. The suspension period for accumulating 6 disciplinary points in a 12-month rolling period is 4-months, however, because of the previously served 2-month suspension, the player now receives an additional 2-month suspension.

Regarding rows 5-8, between 5 and 8 December 2023, the player commits 4 Code Violations at the same tournament and incurs an additional 4 disciplinary points. This took the player's total number of disciplinary points accumulated in a 12-month rolling period to 10. Accordingly, the player was referred to the DRP for consideration of an appropriate penalty for accumulating more than 7 disciplinary points in a 12-month rolling period.

Example 5

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
No Show	Code Violation	2	17-Jan-2022	0	2
Racquet or Equipment Abuse	Code Violation	1	25-Mar-2022	67	3
Racquet or Equipment Abuse	Code Violation	1	4-Aug-2022	199	4
Audible Obscenity	Code Violation	1	12-Feb-2023	324	3
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	292	3
Racquet or Equipment Abuse	Code Violation	1	22-May-2023	292	4
Unsportsmanlike Conduct (DRP review)	Code Violation	2	26-Sep-2023	227	5

Explanation of suspension duration

Regarding row 3 of this example, on 4 August 2022 the player receives a Code Violation for racquet abuse and incurs their 4th disciplinary points in a 12-month rolling period. Accordingly, the player is suspended for 1-month.

Regarding row 4, the player receives a Code Violation for an Audible Obscenity on 12 February 2023, incurring 1 disciplinary point. The Code Violation for a No Show on 17 January 2022 has become inactive, as more than 12-months have passed. Accordingly, the total number of active disciplinary points accumulated as of 12 February 2023 is 3.

Regarding rows 5-6, on 22 May 2023 the player receives 2 Code Violations for racquet abuse in the same match. On 22 May 2023, their total number of disciplinary points accumulate in that rolling 12-month period is 4 (the disciplinary points incurred on 17 January 2022 and 25 March 2022 are both expired and inactive). Accordingly, the player is suspended for 1-month.

Regarding row 7, on 26 September 2023 the player is reported for Unsportsmanlike Conduct. The conduct is referred to the DRP for review and a Code Violation is imposed, incurring 2 disciplinary points. This took the player's total number of disciplinary points accumulated in a 12-month rolling period to 5 (the disciplinary point incurred on 4 August 2022 is expired and inactive). Accordingly, the player is suspended for 1-month.

Example 6

Offence	Penalty	Disciplinary Points	Offence Date	Days since oldest "ACTIVE" disciplinary point	Cumulative Number of Active Disciplinary Points
Audible Obscenity	Code Violation	1	30-Apr-2022	0	1
Racquet or Equipment Abuse	Code Violation	1	20-Jul-2022	81	2
Verbal Abuse	Code Violation	1	20-Jul-2022	81	3
Audible Obscenity	Code Violation	1	29-Sep-2022	152	4
Racquet or Equipment Abuse	Code Violation	1	29-Sep-2022	152	5
Unsportsmanlike Conduct	Default	1	29-Sep-2022	152	6

Explanation of suspension duration

Regarding row 4-6 of this example, on 29 September 2022 the player was defaulted from a match for committing 3 Code Violations, with a disciplinary point issued for each. Because the player already had 3 disciplinary points from earlier that year on their record, the cumulative number of disciplinary points for the player in the 12-month rolling period went from 3 to 6. Accordingly, either a cumulative 4-month suspension may be imposed**,** or the matter is referred to the DRP at TA's discretion. In this case, the matter was referred to the DRP and it was determined that because the player had not served a suspension period previously, then the 4-month suspension was amended to a 3-month suspension, with a requirement to complete education.

APPENDIX II – ASSESSMENT MATRIX FOR MONETARY FINES

In accordance with 8.1(a) and 8.2, the TA Integrity Team has the discretion to refer matters in which a Participant may be disproportionately affected by a suspension because they rely on tennis to substantially generate an income to the DRP or a Tribunal. In accordance with clause 7.2(c), if the DRP or a Tribunal decide to impose a monetary fine against a player the below matrix sets out the minimum and maximum amount to issue for the respective Code Violations.

Code Violation	Minimum	Maximum
Audible Obscenity	$50	$100
Visual Obscenity	$50	$100
Ball Abuse	$50	$75
Abuse of Racquets or Equipment	$50	$150
Verbal Abuse	$75	$150
Physical Abuse	$100	$500
Best Efforts	$100	$500
Dress and Equipment	$50	$75
Delay of Game	$25	$50
Leaving the Court	$75	$150
Spectator Misconduct	$50	$250
Unsportsmanlike Conduct / General Misconduct	$50	$250
Late Withdrawal (Before or After the Draw) and Failure to Complete	$150	$500
Playing two tournaments (Concurrency)	$50	$150
Punctuality ('No Show')	$25	$150
Default – In addition to any fine(s) for the on-court offences	$150	$250

APPENDIX III – CHILD FRIENDLY VERSION OF THE CODE

APPENDIX IV – CODE VIOLATION FLOWCHART

tennis

Tennis acknowledges the Traditional Custodians of the land on which we work, rest and play, and pay our respect to Elders past and present.

SECTION 4 - REGIONAL ASSEMBLY BY-LAWS

REGIONAL ASSEMBLY BY-LAWS

1 Proceedings of Regional Assemblies

1.1 Each Regional Assembly shall meet whenever it is necessary for the despatch of business and shall, in any event, meet at least three times a year.

1.2 Each Regional Assembly shall hold in each year a meeting, called an annual general meeting, to be held during August. The annual general meeting of the Regional Assembly shall be convened by the secretary of the Regional Assembly or, in the event that the secretary of the Regional Assembly does not or can not convene the annual general meeting to be held within the specified time period, the Chief Executive Officer.

1.3 The officers of each Regional Assembly shall comprise a chairperson, deputy chairperson, secretary and, where the Regional Assembly operates a bank account, a treasurer (who may also be the secretary or deputy chairperson) elected or appointed at the annual general meeting in each year by and from the Delegates of each such Regional Assembly and correspondingly, such officers may be removed by the Delegates of each such Regional Assembly. The officers of the Regional Assembly shall hold office on an annual basis from the time of their election and expiring immediately prior to the election in the following year (unless they shall earlier cease to be a Delegate or such an officer); provided that where, in the next year, an officer is not re-elected or re-appointed as a Delegate, that person shall continue in office until immediately prior to the election at the next annual general meeting and, until that time, will be entitled to receive notice of meetings of the Regional Assembly and to attend and vote at such meetings until the conclusion of the annual general meeting at which that officer so retires.

1.4 Any casual vacancies in those positions occurring during a year shall be filled by and from the Delegates of each such Regional Assembly as soon as reasonably practicable after the casual vacancy arises and a Delegate appointed to fill any such casual vacancy shall hold office as such an officer only for the period in which the predecessor of that Delegate would have held that office had the casual vacancy not occurred.

1.5 Meetings of a Regional Assembly shall be presided over by the chairperson or in the absence of the chairperson, the deputy chairperson, but if at any meeting of a Regional Assembly no chairperson or deputy chairperson is in office or, the chairperson or deputy chairperson is not present within 15 minutes after the time appointed for the meeting or is unwilling to act, the Delegates present shall choose one of their number to be chairperson of that meeting.

1.6 A Regional Assembly shall not have the power in its own right to independently impose fees or the payment of other sums of money on Affiliated Bodies located in the Region or on Registered Persons of those Affiliated Bodies, and any funds collected, held or otherwise

coming into the possession of a Regional Assembly shall be and remain the property of the Company and shall be forwarded to the Company within 7 days of receipt or shall otherwise be dealt with as the Board of Directors may direct.

1.7 Where deemed necessary by the Company for effective administration of tennis in particular regions, the Company shall establish bank accounts to be operated by the respective Regional Assembly under conditions determined from time to time by the Board of Directors which shall include lodgment of an audit report in the hands of the Treasurer by 14 September for the preceding financial year.

1.8 The chairperson or that number of Delegates who collectively hold at least 333 votes may, and the secretary, upon the request of the chairperson or that number of such Delegates, convene a meeting of the Regional Assembly.

1.9 At least 5 days notice of meetings of a Regional Assembly shall be given to each Delegate by delivering or posting the notice or by sending the notice by communication service to the last address or communication service number (as the case may be) within Australia provided by the Delegate.

1.10 If the chairperson or that number of Delegates who collectively hold 333 votes consider that a meeting of the Regional Assembly is required upon short notice for consideration of urgent business, notice of such meeting (being less than 5 days) and of the general nature of the business for discussion at the meeting may be given by telephone to each Delegate at the last telephone number within Australia provided by the Delegate.

1.11 No business shall be transacted at a meeting of a Regional Assembly unless a quorum is present at the time when the meeting proceeds to business.

1.12 A quorum at a meeting of a Regional Assembly shall be such number of delegates who collectively not less than 33% of the total regional votes.

1.13 Subject to this Constitution, the By-Laws may provide for the regulation of meetings of Regional Assemblies and, insofar as no provision is made by the By-Laws, a Regional Assembly may convene, adjourn and otherwise regulate its meetings and proceedings as it thinks fit and for such purpose, may adopt standing orders, provided the standing orders do not conflict with this Constitution.

1.14 Delegates of a Regional Assembly may, if they think fit, confer by radio, telephone, closed circuit television or other electronic means of audio or audio visual communication and a resolution passed at such a conference shall, notwithstanding that the Delegates of the Regional Assembly are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the Delegates of the Regional Assembly held on the day on which and at the time at which the conference was held. The provisions of this Constitution relating to proceedings of a Regional Assembly shall

apply, so far as they are capable of application, to conferences held by these means.

1.15 The number of delegates to the Regional Assembly and the voting rights of those delegates shall be as set out in Schedule 1 of the Constitution.

1.16 In the case of equality of votes, the chairperson of the meeting has a casting vote in addition to a deliberative vote (if any), except in the case of the election or appointment by the Regional Assembly of Regional Members, in which case the chairperson shall not have a casting vote.

1.17 There shall be a right of appeal to a Regional Assembly against any decision of a committee appointed by the Regional Assembly.

1.18 Subject to the Corporations Law, a resolution in writing signed by all the Delegates of a Regional Assembly or all the members of a committee of a Regional Assembly for the time being present within Australia shall be as valid and effectual for all purposes as if it had been passed at a meeting of the Regional Assembly or committee duly called and constituted, and may consist of several documents in like form, each signed by one or more of the Delegates of the Regional Assembly or the members of a committee (as the case may be) and where the document is so signed, the document shall be deemed to constitute a minute of that meeting.

1.19 The resolution shall be deemed to be passed on the day on which the document was signed and at the time at which the document was last signed or if the Delegates or the members of a committee signed the document on different days, on the day on which, and at the time at which, the document was last signed by the Delegate or a member of a committee (as the case may be).

1.20 An electronically transmitted legible copy of a document, the original of which in the opinion of the secretary of the Regional Assembly has been apparently signed by a Delegate or a member of a committee, shall be deemed to be a document signed by the Delegate or member.

1.21 All acts of the Delegates, a committee of a Regional Assembly or a member of a committee or a person acting as a Delegate or committee or member of a committee, are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated position as Delegate or member of a committee.

1.22 A copy of all minutes of meetings of each Regional Assembly shall be forwarded to the Chief Executive Officer as soon as reasonably practicable after each meeting.

1.23 A Delegate shall (unless the Delegate shall earlier cease to be a Delegate) hold the position as Delegate on an annual basis on and from the date of the election or appointment of the Delegate in each year and expiring immediately prior to the election or appointment of

Delegates by that Affiliated Body in the next year at which time the Delegate shall automatically retire from that position.

1.24 In the event of a casual vacancy arising in the position of a Delegate, the Affiliated Body which had elected or appointed the Delegate in respect of which the casual vacancy has arisen, shall elect or appoint another Delegate in the place of the former Delegate and such person shall hold the position as Delegate only for the period in which the predecessor of such person would have held that position had the casual vacancy not occurred.

1.25 An Affiliated Body may remove any Delegate elected or appointed by it.

1.26 A notice signed by the secretary of the Affiliated Body and sent by communication service notifying of the details of those persons who have been elected or appointed by that Affiliated Body as its Delegates or who have been removed as its Delegates (as the case may be), shall be prima facie evidence of due election, appointment or removal by that Affiliated Body of those persons as Delegates. The secretary of the Affiliated Body shall, within 7 days after the Affiliated Body elects, appoints or removes any Delegates, notify the relevant Regional Assembly and the Chief Executive Officer of those matters.

1.27 In the event that the secretary of an Affiliated Body does not notify the relevant Regional Assembly secretary of the details of the Delegates such Delegates are not entitled to receive notices of or attend any meetings of the Regional Assembly.

1.28 Method for Election or Appointment of Regional Members

(a) Number of Regional Members

Each Regional Assembly shall be entitled to elect or appoint on an annual basis to the general meeting, a certain number of its Delegates to act as Regional Members of the Company, calculated as set out in Schedule 2 of the Constitution.

(b) Regional Members shall be elected or appointed by the Delegates of each Regional Assembly at the annual general meeting of the Regional Assembly in each year.

(c) The secretary of each Regional Assembly shall, by written notice to all Delegates of that Regional Assembly, call for nominations for the positions of Regional Members not less than 28 days before the annual general meeting of the Regional Assembly. A Delegate wishing to be considered for appointment as a Regional Member shall submit by communication service a nomination form signed by that Delegate to the secretary of the relevant Regional Assembly not less than 10 days prior to the annual general meeting. The nomination form shall contain such information including a curriculum vitae of the nominee and be in such form as is approved by the Board of Directors from time to time. Notice of each candidate for election as a Regional Member together

with the information included in the nomination form shall be included in the notice of the meeting. Should the required number of nominations not be received within the requisite time prior to the annual general meeting, nominations may be received from the floor of the annual general meeting from eligible Delegates.

(d) Voting by Delegates for the election or appointment of Regional Members by the Regional Assembly shall be taken by way of secret ballot at the annual general meeting of the Regional Assembly in each year in accordance with the procedure for such a ballot as set out in the By-Laws or, failing any By-Law in that respect, as determined by the chairperson of that annual general meeting acting reasonably and bona fide, and the nominee or nominees who receive the greatest number of votes in descending numerical order until all positions for Regional Members are filled.

(e) Where only the required number of nominations are received, that nominee or those nominees (as the case may be) shall be deemed to be elected and appointed as Regional Members.

(f) The secretary of each Regional Assembly shall be the returning officer for the purpose of conducting any election which may be necessary to elect or appoint Regional Members and the chairperson shall appoint 2 scrutineers to assist the returning officer in the conduct of the secret ballot. The secretary shall furnish a certificate to the chairperson as to the result of the voting and such certificate shall be final and conclusive.

(g) In the event that the secretary does not notify the Chief Executive Officer of the details of the Regional Members, such Regional Members are not entitled to receive notices of or attend any meetings of the Company.

1.29 A Regional Member shall (unless that Regional Member ceases to be a Regional Member) hold the position as a Regional Member on an annual basis, commencing from the date of the election or appointment of that Regional Member in each year and expiring immediately prior to the election or appointment of Regional Members in the next year, at which time the Regional Member shall automatically retire from that position.

1.30 Casual Vacancy of a Regional Member

(a) In the event of a casual vacancy arising in the position of a Regional Member, the Regional Assembly which had elected or appointed that Regional Member in respect of which the casual vacancy has arisen, shall elect or appoint another Regional Member.

(b) Such person to fill a casual vacancy shall hold the position as Regional Member only for the period in which the predecessor

would have held that position had the casual vacancy not occurred.

(c) In the event that a Regional Member is elected or appointed as a Member holding the positions of the President or Treasurer, a casual vacancy will automatically arise in the position of that Regional Member.

1.31 Notification of Members

(a) For the purpose of this clause, a notice signed by the secretary of the Regional Assembly and forwarded by communication service notifying the Chief Executive Officer of the details of those persons who have been elected, appointed or removed by that Regional Assembly as its Regional Members shall be prima facie evidence of due election, appointment or removal by that Regional Assembly of those persons as Regional Members. The secretary of the Regional Assembly shall, within 7 days after the Regional Assembly elects, appoints or removes any Regional Members, notify the Chief Executive Officer of those matters

1.32 **Committees of Regional Assemblies**

(a) A committee to which any powers have been delegated by a Regional Assembly shall exercise the powers delegated in accordance with any directions of the Regional Assembly and subject to that, the meetings and proceedings of a committee consisting of two or more Delegates shall be governed by the provisions of this Constitution as to meetings and proceedings of the Regional Assembly, so far as they are capable of application, to meetings and proceedings of a committee.

(b) The chairperson and secretary of each Regional Assembly shall be ex-officio members of all committees.

(c) A committee or sub-committee shall be made up of such persons and operate in such way as determined from time to time by the Regional Assembly.

1.33 Variation of Appointment and Election Timetable

(a) Where the Board of Directors makes a variation to the timetable, the Board of Directors shall by written notice, promptly advise each Affiliated Body, each Regional Assembly, all Delegates and all Members of the full details of the variation to that timetable so as to enable all of such entities and persons to take appropriate steps to comply with the varied timetable.

(b) Where the Board of Directors makes a variation to the timetable the variation of the timetable shall be adopted (on a transitional basis only) for the purposes of this Constitution and the By-Laws and shall be deemed to be incorporated in this Constitution and the By-Laws as if the

variation was originally included in this Constitution and the By-Laws.

SECTION 5 - MEMBER PROTECTION BY-LAW

NATIONAL POLICY

MEMBER PROTECTION POLICY

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MEMBER PROTECTION POLICY

PART I – APPLICATION

1. Purpose

1.1 Tennis Australia (**TA**) is a not-for-profit organisation providing tennis and recreation services to individuals of all ages.

1.2 TA operates in all Australian states and territories, and provides services including social tennis, tennis coaching, competitions and tournaments, player development, local and international events, education, and training.

1.3 The purpose of the Member Protection Policy (**Policy**) is to protect the health, safety and well-being of those who participate in the activities of tennis, including those delivered by TA, Padel Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs (**Australian Tennis Organisations,** or hereafter **ATOs**).

1.4 TA and all ATOs will not tolerate any form of abuse, neglect, harassment, bullying, unlawful discrimination, vilification, victimisation, indecency or violence against any adult or child by Personnel, and such conduct is a breach of this Policy.

1.5 TA takes seriously its responsibility and commitment to provide a safe environment for those participating in the activities of ATOs, particularly Individuals at a Disadvantage, children and young people, Aboriginal and Torres Strait Islanders, and LGBTQI individuals. TA and all ATOs take a zero-tolerance approach to child abuse and any form of unlawful discrimination or harassment, including but not limited to homophobia, biphobia, transphobia, racism, sexism, ageism and ableism. All ATOs are committed to ensuring children are safe when participating in tennis activities, and ensuring that services are delivered in the best interests of their young participants. This commitment is endorsed and approved by the board of TA.

1.6 All persons bound by this Policy have the responsibility to:

(a) adopt the practices and behaviours set by TA as the expected standard when carrying out their roles (including those set out in this Policy);

(b) implement and comply with the screening measures set out in Part II of this Policy;

(c) report any conduct that may amount to a breach of this Policy to a Complaint Recipient (see Part IV of this Policy), and where necessary, to external authorities responsible for child protection (this subclause applies regardless of whether the abuse is being perpetrated by Personnel within their organisation, or by others within the wider community, including members of a child's family, their extended network or strangers); and

(d) manage alleged instances of harassment, abuse, discrimination and other conduct which may breach this Policy, as per the procedures outlined in this Policy.

1.7 If anything in this Policy is inconsistent with any relevant Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

2. Application

2.1 This Policy applies to the following individuals and organisations:

(a) persons and administrators appointed or elected to boards of directors, executives and/or committees (including sub-committees) of ATOs and office bearers of ATOs such as presidents, vice-presidents, treasurers, secretaries and selectors;

(b) employees of ATOs (whether engaged as full time, part time or casual staff), volunteers of ATOs, and contractors of ATOs;

(c) persons appointed or elected by an ATO in relation to players and/or teams which represent such organisations including team management and/or support personnel (including managers, physiotherapists, and dietitians);

(d) tennis coaches (including assistant coaches) who:

(i) provide tennis coaching services to an ATO, and/or are appointed and/or employed by an ATO (whether paid or unpaid);

(ii) are a TA coach member and/or are appointed by a TA coach member to deliver tennis coaching services on the TA coach member's behalf (whether paid or unpaid);

(iii) are members of a coaching organisation (i.e. Tennis Coaches Australia or internationally recognised coaching associations); and/or

(iv) have an agreement (whether or not in writing) with an ATO to coach tennis at a facility owned, occupied or managed by, or affiliated with, that ATO;

(e) Officials;

(f) tennis players who:

(i) enter any tournament, competition, activity or event (including camps and training sessions) being held or sanctioned by an ATO;

(ii) are registered with a Regional Association and/or Affiliated Club as a player and/or are a member of that Regional Association and/or Affiliated Club;

(g) any other person who is a user of an ATO (including a spectator, or attendee, at an ATO for tennis-related purposes);

(h) any other person who is a member or affiliated to an ATO (including life member or service award holder);

(i) any other person or entity (i.e. a parent/guardian or sponsor) who or which agrees (whether on a ticket, entry form or otherwise), to be bound by this Policy; and

(j) all Australian Tennis Organisations,

(collectively, **Personnel**).

2.2 Personnel shall be deemed to be bound by and comply with this Policy for a period of six months following the last time they were last captured by a provision under clause 2.1 of this Policy.

2.3 Notwithstanding clause 2.2, any Personnel who:

(a) has had a Complaint made against them under this Policy;

(b) was bound by the Policy at the time the Complaint was made or when the alleged conduct relating to the Complaint occurred; and

(c) would, for any reason, otherwise have ceased to be bound by this Policy at any time after the Complaint was made or when the alleged misconduct relating to the Complaint occurred,

remains bound by this Policy in respect of the Complaint, and any related Complaint, until the complaint handling process has been finalised in accordance with this Policy.

3. Procedural Obligations

3.1 ATOs must:

(a) adopt and comply with this Policy;

(b) recognise and enforce any sanction(s) imposed under this Policy;

(c) publish, distribute and promote this Policy (and any amendments made to it) to their members, in the manner required by TA or an MA and upon reasonable request, make this Policy available for inspection, or copying;

(d) make such amendments to their constitution, rules or policies necessary for this Policy to be enforceable; and

(e) ensure that its members adopt this Policy (i.e. the MA imposes the Policy on its Affiliated Clubs, and the Affiliated Clubs in turn impose it on their individual members).

3.2 In addition, TA and MAs must:

(a) appoint a Member Protection Information Officer (**MPIO**) to fulfil the functions set out in this Policy, and to publish and display the names and contact details of such persons to their members;

(b) establish a tribunal in accordance with Part V of this Policy (if required);

(c) develop and implement a plan to facilitate awareness and education in relation to this Policy; and

(d) ensure its employee(s) and contractor(s) act in a discreet and confidential manner in discharging their obligations under this Policy.

3.3 Affiliated Organisations, Regional Associations and Affiliated Clubs do not have to establish procedures for dealing with Complaints and tribunal hearings pursuant to this Policy. However, if they wish to do so, those procedures for dealing with Complaints and tribunal hearings must comply with the requirements outlined in this Policy.

4. Definitions

4.1 The terms below have the following meanings in this Policy:

Abuse is defined as in clause 8.9.

Affiliated Club(s) means those tennis clubs, which are a member of, or affiliated to, a Regional Association and/or a Member Association.

Affiliated Organisation(s) means those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated with Tennis Australia or a Member Association from time to time in accordance with the TA or MA constitution (as the case may be).

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Bullying is as defined in clause 8.11.

Child/ren are any individuals under 18 years of age.

Child Abuse is as defined in clause 8.13.

Complaint is as defined in clause 9.1.

Complainant is the person or entity that makes a Complaint under this Policy.

Discrimination is as defined in clause 8.15.

Existing Appointee means a person currently elected, appointed or holding a position in any ATO whether by way of employment, contract or otherwise and whether paid or unpaid.

Harassment is as defined in clause 8.3.

Individuals at a Disadvantage refers to people who may experience systematic barriers or societal challenges that hinder their full and equitable participation in activities. These barriers may arise from various factors, including but not limited to race, ethnicity, sex, gender, sexual orientation, socioeconomic status, disability, age, religion, or cultural background.

Member Association(s) (MA or **MAs)** means members of Tennis Australia in accordance with its constitution.

Member Protection Information Officer (MPIO) means a person appointed in accordance with clause 3.2(a), to act as the first point of contact for any enquiries, concerns or complaints associated with harassment, abuse and other alleged breaches of this Policy.

National Police Check involves a search of the National Names Index for disclosable court outcomes across police records in all Australian states and territories. The search does not include spent convictions, unless a statutory obligation exists to disclose information based on the candidate's role.

Nominated Official is as defined in accordance with clause 10.1.

Officials includes referees, court supervisors, chair umpires, lines people and other related tournament officials involved in the regulation of the game of tennis appointed by an ATO and/or any person who holds a TA officials membership.

Preferred Appointee means a person short listed for a position in any ATO whether by way of employment, contract or otherwise and whether paid or unpaid.

Regional Associations means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association.

Respondent is the person or entity against whom a Complaint is made.

Sexual Misconduct is as defined in clause 8.6.

TA National Policies means the policies, rules and codes of conduct as listed on Tennis Australia's website here.

tennis means the sport of tennis and all alternative formats of the sport, including but not limited to, padel, pickleball, pop tennis and beach tennis.

Tennis Australia (TA) means Tennis Australia Limited (ABN 61 006 281 125) and all of its subsidiaries and affiliates, including, but not limited to, Padel Australia Limited.

Vilification is as defined in clause 8.20.

Victimisation is as defined in clause 8.21.

Working With Children Check is an ongoing assessment by the relevant government agency of a person's eligibility to work with children, examining relevant sexual offences and serious physical and serious drug offences in a person's national criminal history and, where appropriate, their professional history.

PART II – SCREENING

5. Screening of Appointees

5.1 TA recognises that robust screening processes are critical to reduce the risk of, and prevent, child abuse and other forms of improper conduct towards children and others.

5.2 For the purposes of this Policy, screening includes:

(a) *Interviewing the person* – questioning the person as to their suitability for the role and their suitability for involvement with children;

(b) *Checking referees* – making verbal or written enquiries with the person's nominated referees (at least two) as to the person's suitability for the role and their suitability for involvement with children;

(c) *A Working with Children Check* – confirming the person's suitability for the role and their suitability for involvement with children;

(d) *Member Protection Declarations* – providing a person with the opportunity to make disclosures; and

(e) *For TA and MAs only: A National Police Check* – confirming whether the person has any previous criminal convictions. Any person who has resided overseas for 12-months or more in the last ten years must obtain an international criminal history check.

5.3 Screening under this Policy is not a replacement for any other procedure required by law (see ATTACHMENT A - State and Territory Legislation Overview - Working With Children).

5.4 Screening is mandatory by ATOs for Preferred Appointees and Existing Appointees in the following types of roles:

(a) persons who are elected or appointed to boards of directors, executives and/or committees (including subcommittees), advisory groups and office bearers such as presidents, vice-presidents, treasurers, secretaries and selectors of ATOs that have junior users, players and/or members;

(b) persons who are appointed or seeking appointment (whether employed, contracted or otherwise) to a role in which they will have unsupervised contact with children, whether it be as coaches, team managers, tournament directors, officials and umpires (paid or volunteers) or otherwise; and

(c) persons appointed or seeking appointment to a role in which they are likely to have unsupervised contact with children.

5.5 It is highly recommended, though not mandatory, that ATOs also undertake some or all elements of the screening process outlined in clause 5.2 for all Preferred Appointees and Existing Appointees. This is especially the case where the Preferred Appointee or Existing Appointee is or will perform a role that it is likely to involve contact with children but where such contact is supervised at all times by another adult.

5.6 If, as part of the screening process, it is revealed that a Preferred Appointee or an Existing Appointee has been found guilty of any criminal offence the following applies:

(a) The relevant ATO should consider:

(i) the nature, circumstances and seriousness of the conviction or offence;

(ii) when the conviction or offence occurred and the length of time since the conviction or offence occurred;

(iii) the age of the person when the offence occurred;

(iv) whether there is a pattern of behaviour; and

(v) the attitude of the person to the previous offending.

(b) If the criminal offence involved violent conduct, abuse or an assault against a child, or a sexual offence then:

(i) *in the case of a Preferred Appointee*: the person must not be appointed.

(ii) *in the case of an Existing Appointee*: the appointment of the person should be terminated.

Note that before any action is taken pursuant to this clause 5.6(b), the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful. Also note that Section 6 provides further guidance on procedural steps to follow if a criminal offence is revealed through the Member Protection Declaration.

(c) If the offence relates to a matter other than the offences identified in clause 5.6(b) then the relevant ATO should consider whether, based on the factors outlined in clause 5.6(a), the conviction or offence impacts on the person's ability to perform the inherent functions of their role and/or the appropriateness of the person having unsupervised contact with children. Depending on the outcome of that analysis the relevant ATO should either:

(i) *in the case of a Preferred Appointee*:

A. appoint the person or appoint the person pending further investigations;

B. appoint the person subject to certain conditions; or

C. not appoint the person.

(ii) *in the case of an Existing Appointee*:

A. allow the person to continue in their current role;

B. modify the person's duties, or impose conditions on how the person is to fulfil their duties, so that the person does not have any unsupervised contact with children; or

C. terminate the person's appointment.

Note that before any action is taken pursuant to this clause 5.6(c), the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

5.7 All Existing Appointees and Preferred Appointees for roles of the type set out in clause 5.4 must agree to undertake the screening processes outlined within Part II. The screening should be completed prior to the appointment of a Preferred Appointee and immediately for Existing Appointees. Evidence of the screening (in the form of original and other supporting documentation) must be provided to, and stored by, the ATO. In addition, National Police Checks and Working With Children Checks, must be repeated every three years (or for Working With Children Checks, any other period as mandated under State law).

5.8 If a Preferred Appointee or Existing Appointee is not willing to agree to the Screening, the ATO:

(a) *in the case of a Preferred Appointee*: shall not appoint that person to the role concerned;

(b) *in the case of an Existing Appointee*: shall take steps to transfer the person to another role which does not fall within the categories set out in clause 5.4. If no appropriate alternative role exists, the appointment of the person should be terminated.

Note that before any action is taken pursuant to this clause 5.8, the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

5.9 If any successful Preferred Appointee or Existing Appointee is charged with or convicted of any criminal offence subsequent to their initial National Police Check (or they are subject to some other formal disciplinary process by an employer or government organisation), they are required to provide immediate, written notification of this to the Member Protection Information Officer (or, in their absence, a nominee) of the ATO that appointed them. The relevant ATO should follow the procedures outlined in clause 5.6 to determine whether any action should be taken as a result of the subsequent disclosure by the Preferred Appointee or Existing Appointee (as the case may be).

6. Member Protection Declaration

6.1 A Member Protection Declaration (**MPD**) is part of tennis' risk mitigation strategies and a mechanism designed to minimise the chances of inappropriate behaviour occurring. An MPD requires persons to make disclosures concerning criminal convictions, criminal charges, criminal proceedings, disciplinary proceedings and involvement in other behaviours or activities that pose or could pose a risk to working with children (ATTACHMENT B - Member Protection Declaration).

6.2 If, through an MPD, the person discloses a matter that the relevant ATO considers may impact the person's ability to perform the inherent requirements of their role, and/or the appropriateness of them having unsupervised contact with children, then the relevant ATO should provide an opportunity for the person to respond/provide an explanation for the disclosure.

6.3 The relevant ATO should consider:

(a) the nature, circumstances and seriousness of the disclosure;

(b) when the matters outlined in the disclosure occurred and the length of time since the matters outlined in the disclosure;

(c) the age of the person when the matters outlined in the disclosure occurred; and

(d) the attitude of the person to the matters outlined in the disclosure.

6.4 Based on the factors outlined in clause 6.3, the relevant ATO must determine whether the disclosure impacts on the person's ability to perform the inherent requirements of their role, and/or whether the disclosure is such that it would be inappropriate for the person to have unsupervised contact with children. Depending on the outcome of that analysis the relevant ATO should either:

(a) *in the case of a Preferred Appointee*:

(i) appoint the person or appoint the person pending further investigations;

(ii) appoint the person subject to certain conditions; or

(iii) not appoint the person.

(b) *in the case of an Existing Appointee*:

(i) let the person continue in their current role;

(ii) modify the person's duties or impose conditions on how the person is to fulfil the duties of their role so that they do not have any unsupervised contact with children; or

(iii) terminate the person's appointment.

Note that before any action is taken pursuant to this clause 6.4, the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

7. Screening and Privacy Law

7.1 All information obtained during screening, including the National Police Check, must be kept strictly confidential in accordance with the *Privacy Act 1988*, *Sex Discrimination Act 1984 (Cth)*, Australian Privacy Principles and the Tennis Privacy Policy (which can be found here).

7.2 Access to information collected during the course of screening should be limited to the advisers and the persons within an ATO who have been delegated the task of screening or making the appointment. All such information must be destroyed or de-identified after a period of seven years post the ceasing of an appointees' engagement with the ATO or one year post application that did not result in an appointment, unless that person agrees to that information or a part of it being retained by the ATO.

PART III – OFFENCES

8. Offences under this Policy

8.1 Harassment, Sexual Misconduct, Abuse, Child Abuse, Discrimination, Victimisation and Vilification are unlawful and prohibited and they also constitute a breach of this Policy. This Part III outlines in more detail the types of behaviours that are a breach of this Policy.

8.2 In addition to the offences prescribed in this part of this Policy, Personnel/ATOs are considered to have breached this Policy if they:

(a) fail to cooperate in the investigation of a Complaint and/or any other part of any Complaint handling process;

(b) knowingly provide any inaccurate and/or misleading information during the course of any Complaint handling process;

(c) fail to promptly report any conduct which is reasonably likely to be a breach of this Policy;

(d) fail to comply with obligations under this Policy to keep information confidential; and/or

(e) deliberately aid, procure, enable or facilitate conduct that is considered an offence under this Policy.

Harassment

8.3 **Harassment** is any unwelcome or unsolicited behaviour, which is also intimidating, humiliating, offensive, belittling or threatening to a person, whether in-person or online. It can be expressed or implied, physical, verbal or non-verbal (i.e. visual). It can be a single incident or repeated behaviour.

8.4 Whether or not the behaviour is Harassment is determined from the point of view of the person receiving the behaviour, assessed objectively. That is, it must be behaviour that a reasonable person in possession of the same information would think amounted to harassment. It does not matter whether or not the person harassing intended to offend or not.

8.5 For clarity, harassment can be, but is not limited to, any one or more of the following:

(i) offensive and/or unwanted physical contact;

(ii) intimidating acts;

(iii) asking intrusive questions about someone's personal life;

(iv) comments that put down or stereotype people;

(v) electronic messages or other types of communication which are threatening, abusive or offensive;

(vi) derogatory, crude or demeaning jokes, taunts and/or comments;

(vii) unwanted intrusions into someone's life that causes them to feel concerned about their own safety and/or fear physical or psychological harm (i.e. stalking someone either in-person or online);

(viii) sending explicit, excessive, unwanted and/or inappropriate emails, text messages and/or other electronic communications; and

(ix) name calling or physical threats.

Sexual Misconduct

8.6 **Sexual Misconduct** consists of:

(a) any unwelcome sexual advances;

(b) any unwelcome requests for sexual favours; and/or

(c) unwelcome conduct of a sexual nature (including oral or written statements of a sexual nature).

8.7 Examples of **Sexual Misconduct** may include:

(a) Unsolicited touching, kissing, embracing, massaging;

(b) Sexually explicit physical contact;

(c) Insults or taunts based on sex or gender identity or that have sexual connotations;

(d) Suggestive jokes and comments that contain sexual innuendo;

(e) Persistent or intrusive questions and comments about people's private lives or bodies;

(f) Repeated invitations to go out on dates, especially after prior refusal;

(g) Unwanted sexual propositions or requests for sexual activity;

(h) The use of promises or threats to coerce someone into sexual activity;

(i) The display of sexually explicit material e.g. internet use, computer screen savers, calendars, posters;

(j) Unnecessary familiarity, such as deliberately brushing up against a person or getting undressed in front of others of the opposite sex;

(k) Invading the privacy of persons while showering or toileting;

(l) Photographing others while undressing, showering or toileting;

(m) The use of sexually offensive written or electronic communication;

(n) Sexual insults and name-calling; and/or

(o) The showing and/or sharing of unsolicited, sexually explicit images or videos.

8.8 **Sexual Misconduct** may be a criminal offence, for example indecent assault, rape, sex with a minor, photography including "upskirting", obscene telephone calls, texts or letters. If you suspect that a criminal offence may have been committed, you should immediately notify the police. For the avoidance of doubt, any criminal offence involving sexual activity or actions of indecency will be considered a breach of this Policy.

Abuse

8.9 **Abuse** means any type of behaviour that has caused, is causing or is likely to cause harm to a person's wellbeing, whether in-person or online, including:

(a) Physical abuse – abuse which occurs when any person subjects another person to non-accidental or reckless physical acts or contact, either directly or indirectly, without the other person's consent. Physically abusive behaviour includes (but is not limited to) pushing, pulling, shoving, hitting, slapping, shaking, throwing, punching, biting, burning or kicking;

(b) Sexual abuse – abuse which occurs when a person involves another person in any unwanted or non-consensual sexual activity. It includes both contact and non-contact behaviour, and when a person is encouraged or forced to watch or engage in a sexual activity, or any other inappropriate conduct of a sexual nature. Examples include sexual intercourse, masturbation, kissing or fondling, oral sex, making sexual comments, engaging a person in sexual conversations in-person or online, voyeurism (i.e. observing a person in an action that is considered to be of a private nature, such as undressing in a change room), nudity (i.e. an abuser exposing themselves or another person), touching a person's genitals or breasts, encouraging a person to view pornography including child pornography or other inappropriate touching or conversations;

(c) Emotional abuse and/or Psychological abuse – abuse which occurs when a person intentionally or recklessly engages in behaviour/s that threaten, manipulate, control, or demean another person's emotions, thoughts, or self-worth. Often there is a pattern of emotional or psychological abuse, however a single incident could also occur. Such abuse may involve humiliating, terrorising, name-calling, belittlement, inappropriate symbolic acts, taunting, sarcasm, yelling, negative criticism, placing unrealistic expectations on a person or continual coldness from any person, to an extent that results in significant harm and/or trauma to the person's physical, intellectual or emotional wellbeing and development;

(d) Neglect – abuse involving the persistent failure or deliberate denial by a person in a position of responsibility to provide another person with the necessary care and support required for their wellbeing and safety. For example, failing to give adequate food, clean water, adequate supervision, medical attention, shelter, clothing or to protect a child from danger or foreseeable risk of harm or injury;

(e) Abuse of Power – the misuse of power, influence, authority or control that a perpetrator holds over another person. For example, relationships that involve a power disparity such as a coach-player, adult-child, manager-player, employer-employee, doctor-patient have the potential for abuse of that power. People in such positions of power need to be particularly wary not to exploit that power, particularly around children;

(f) Grooming – when a perpetrator, typically in a position of trust or authority, builds an inappropriate relationship with a vulnerable person with the intention of gaining their trust, emotional connection and/or loyalty, for the purposes of sexual abuse. Grooming behaviour

is used by the perpetrator to create an environment conducive to abuse, by manipulating and/or preparing the victim for potential sexual abuse, or other forms of harm. Grooming does not necessarily involve any sexual activity or even discussion of sexual activity – for example, it may only involve establishing an inappropriate relationship with the child, parent or guardian (e.g. giving special attention, providing favours, encouraging secrets and giving gifts) for the purpose of facilitating sexual activity at a later time; and

(g) Family and Domestic violence – refers to any form of abusive behaviour or violence occurring within familial or domestic relationships, including parent-child relationships, partner relationships, members of a family or those fulfilling the role of family in a person's life. It can include witnessing violence or the consequences of violence. Exposure to family and domestic violence places people, in particular, children at increased risk of physical injury and harm and has a significant impact on their wellbeing and development.

8.10 Some forms of abuse may also constitute a criminal offence. If you suspect that a criminal offence may have been committed you should immediately notify the police.

Bullying

8.11 **Bullying** means when a person or group of people repeatedly and intentionally use words or actions, or inappropriately use power, against someone or a group of people to cause distress and risk to their wellbeing, whether in person or online.

8.12 Bullying includes, but is not limited to, repeatedly:

(a) making rude gestures, calling names, being rude, constantly negative and teasing;

(b) spreading rumours or lies, or misrepresenting someone; and

(c) taking advantage of any power over someone else.

Child Abuse

8.13 **Child Abuse** means any Abuse where the offending conduct is against a child, and includes, but is not limited to:

(a) Physical abuse – abuse as described in clause 8.9(a) of this Policy when the victim is a child;

(b) Sexual abuse – abuse as described in clause 8.9(b) of this Policy when the victim is a child;

(c) Emotional and/or Psychological abuse – abuse as described in clause 8.9(c) of this Policy when the victim is a child;

(d) Neglect – abuse as described in clause 8.9(d) of this Policy when the victim is a child;

(e) Abuse of Power – abuse as described in clause 8.9(e) of this Policy when the victim is a child;

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(f) Grooming – as described in clause 8.9(f) of this Policy when the victim is a child; and

(g) Family and Domestic violence – as described in clause 8.9(g) of this Policy when the victim is a child.

8.14 If you suspect or have been provided with information that indicates Child Abuse has, may have or is likely to occur, then it is a mandatory requirement to notify the police and/or the relevant state/territory government agency (See ATTACHMENT C - Information for Reporting Allegations of Child Abuse & ATTACHMENT D - State/Territory government agency contact details to report alleged Child Abuse).

Discrimination

8.15 **Discrimination** is defined as treating a person or a group less favourably based on a particular protected personal characteristic without lawful excuse. Discrimination may include, but is not limited to, exclusion, unfair treatment, harassment, or denial of opportunities, because of protected characteristic(s). Requesting, assisting, instructing, inducing or encouraging another person to engage in Discrimination is also considered Discrimination.

8.16 The protected characteristics are:

(a) Sex (including pregnancy, marital or relationship status, family and carer responsibilities, breastfeeding, intersex status or gender identity);

(b) Race or ethnicity (including skin colour, nationality, or migrant status);

(c) Age;

(d) Disability;

(e) Sexual orientation;

(f) Religion; and

(g) Industrial, political or trade union activity,

(collectively, **Protected Characteristics**).

8.17 Discrimination may be either direct or indirect. Direct discrimination occurs when a person treats or proposes to treat someone less favourably because of a Protected Characteristic.

8.18 Indirect discrimination occurs where a person imposes, or proposes to impose, an unreasonable requirement, rule, condition or practice that has, or is likely to have, the effect of disadvantaging people with a Protected Characteristic.

8.19 Note that under Federal and State legislation, certain forms of discrimination may be lawful. Examples include:

(a) discrimination in relation to age where competitions have been formed to ensure fair play exists between opponents, for example, senior tennis players are not permitted to participate in junior tennis competitions; and

(b) discrimination in relation to sex, for example, ensuring female tennis players receive female chaperones;

ATOs are strongly advised to obtain their own independent legal advice in relation to any action which the ATO considers to be lawful discrimination.

Vilification

8.20 **Vilification** involves a person inciting hatred towards, serious contempt for, or severe ridicule of, a person or group of persons by a public act, conduct or behaviour, either in-person or online, including any form of communication to the public and any conduct observable by the public based on a Protected Characteristic. For the purpose of this definition, public refers to any act, conduct or behaviour that is observable or accessible by a broad audience or the general community, such as actions or communications that takes place in public spaces, events, or any form of media or platform where a number of people can witness or be exposed to the behaviour.

Victimisation

8.21 **Victimisation** occurs when one person subjects, or threatens to subject, either in-person or online, another person to some form of detriment or harm because that person has or intends to make a complaint or lawful disclosure under a TA National Policy, applicable legislation or by supporting another person taking such action (for example, that person has exercised their right to lodge a harassment complaint under this Policy, or supported someone else's complaint of a similar nature).

8.22 TA will take all necessary steps to ensure that people involved in a Complaint are not victimised for coming forward or providing assistance. Individuals have the option to report victimisation to TA's whistle-blower service confidentially (see TAs Whistle-blower Policy). Conduct which amounts to victimisation is a breach of this Policy and will not be tolerated. There are Federal laws which may protect a person from being victimised for making a Complaint.

PART IV – COMPLAINT HANDLING PROCEDURE

The complaint handling procedure set out in this Part IV applies to Complaints of alleged breaches of this Member Protection Policy as well as other TA National Policies, specifically the Safeguarding Children Code of Conduct, the Social Media Policy and the Improper Use of Drugs and Medicine Policy.

9. Complaints

9.1 If any person considers that a relevant TA National Policy has been breached, they may make a complaint (**Complaint**). All parties must keep a Complaint confidential unless disclosure is required under this Policy or authorised by law.

9.2 TA aims to resolve all Complaints in a fair, timely and effective manner. However, due to the complexity of some Complaints, the process and timelines involved in resolving them may vary from time to time. A summary of the Complaint handling process is depicted in the diagram set out in ATTACHMENT E – Complaint handling flowchart. All persons considering making a Complaint are encouraged to review ATTACHMENT E – Complaint handling flowchart to gain an overarching understanding of the Complaint handling process set out in this Policy.

9.3 A Complaint should be made to:

(a) an MPIO of an ATO;

(b) the President, or in their absence the nominee, of the relevant Affiliated Organisation, Regional Association or Affiliated Club (as the case may be);

(c) the TA Integrity and Compliance Unit (**TAICU**); or

(d) TA's Whistle-Blower Service - Stopline. Stopline can be contacted via their website or via their hotline 1800 11 SAFE,

(in each case, a **Complaint Recipient**).

9.4 Following receipt of the Complaint, the Complaint Recipient must register the Complaint with the TAICU through TA's online Complaint Management System (**CMS**) or by sending the Complaint to integrity@tennis.com.au.

9.5 A Complaint must be reported within 14 days of the alleged breach. However, the TAICU may extend or waive this requirement where it is of the reasonable belief that the circumstances warrant such action. Accordingly, all Complaint Recipients must lodge any Complaint received in the CMS regardless of when the alleged conduct of the Complaint occurred.

9.6 Notwithstanding the procedures outlined in this Policy, for a Complaint which involves any behaviour that may constitute a criminal offence, the matter should be reported to the relevant state/territory law enforcement agency/agencies.

9.7 The Complaint handling process outlined in this Policy may be suspended whilst a criminal investigation is undertaken. If a matter is referred to external law enforcement (i.e. police), the TAICU has the power to apply for a provisional suspension under clauses 10.8-10.22 of this Policy.

Assessing a Complaint

9.8 The Complaint must be assessed by a member of the TAICU (**Assessor**) to determine if it is in-scope. The Assessor must be independent and have no actual or perceived conflict of interest in relation to the Complaint that might reasonably call into question the impartiality of the Complaint handling process.

9.9 The Complaint is considered in-scope if:

(a) TA has jurisdiction to manage the Complaint (i.e. if the Respondent is bound by the relevant TA National Policy. For example: (i) if a Complaint is made in relation to this Member Protection Policy, TA will have jurisdiction if the Respondent is bound by the Application provision set out in Section 2; or (ii) if a Complaint is made in relation to the Safeguarding Children Code of Conduct, TA will have jurisdiction if the Respondent is bound by the Application provision of that Policy as set out in Section 3); and

(b) The Assessor believes the Complaint gives rise to allegations of conduct that would constitute a breach of the relevant TA National Policy.

9.10 The Complaint is considered out-of-scope if:

(a) TA does not have jurisdiction to manage the Complaint (i.e. if the Respondent is not bound by the relevant TA National Policy. For example: (i) if a Complaint is made in relation to this Member Protection Policy, TA will not have jurisdiction if the Respondent is not bound by the Application provision set out in Section 2; or (ii) if a Complaint is made in relation to the Safeguarding Children Code of Conduct, TA will not have jurisdiction if the Respondent is not bound by the Application provision of that Policy as set out in Section 3);

(b) the Assessor believes the Complaint does not give rise to an alleged breach of the relevant TA National Policy;

(c) the Assessor believes the Complaint is predominantly an employment matter or gives rise to a personal grievance between two or more parties;

(d) the Assessor believes the Complaint is vexatious, baseless or trivial in nature (i.e. the Assessor considers the complaint is being made for an improper purpose, without merit, or that it is not of significant importance); or

(e) the Assessor believes the Complaint is best resolved outside of this Policy or any TA National Policy.

9.11 The Complaint may satisfy the conditions of clause 9.9 and clause 9.10(e). In these circumstances, the Complaint will be assessed at the Assessor's discretion under the clause it believes is most appropriate for the Complaint.

9.12 If the Assessor is unable to assess if the Complaint is in-scope from the information provided in the Complaint then the Assessor may also, at their absolute discretion, undertake further fact-finding with the Complainant, the Respondent, a witness and/or any other parties the Assessor deems appropriate.

9.13 For Complaints assessed as falling within sub-clauses 9.10(a)-(d) above, the Complaint will be permanently discontinued, and the Complainant advised of the outcome.

9.14 For Complaints assessed as falling under sub-clause 9.10(e), the Complaint will be dealt with via other means, at the discretion and as directed by the Assessor, and the Complainant advised of the assessment.

9.15 There is no right of appeal from a determination by the Assessor that the Complaint is out of scope of the relevant TA National Policy.

9.16 In the event that the conduct which is the subject of the Complaint consists of a number of alleged breaches of the relevant TA National Policy, and some of the alleged breaches (in the Assessor's opinion) involve different classifications, the Assessor may elect to either:

(a) deal with each alleged breach separately; or

(b) consolidate the alleged breaches into one matter and assess and categorise the Complaint as whole.

Unreasonable Demands

9.17 Where a Complainant makes unreasonable demands or exhibits unreasonable behaviours including but not limited to:

(a) raising the same issues, which have previously been reported without presenting new evidence;

(b) unreasonable persistence regarding outcomes;

(c) unreasonable demands relating to resolutions; and/or

(d) being rude, aggressive, or abusive towards the Assessor, the Nominated Official and/or any other TA staff member administering the Complaint or the relevant TA National Policy,

then TA may minimise or control its dealings with the Complainant. The Complainant will be provided with clear advice as to how the dealings will be minimised and/or controlled and the reasons why.

10. Management of Complaint

10.1 If a Complaint has been determined to be in-scope, the Assessor must decide whether to continue managing the Complaint or refer the management of the Complaint to a specified Personnel of another appropriate ATO (**Nominated Official**).

10.2 In determining whether to refer the Complaint to the ATO, the Assessor will consider:

(a) whether the relevant ATO has the resources and established processes to deal with the Complaint in accordance with this Policy;

(b) whether the relevant ATO is independent and has no actual or perceived conflict of interest in relation to the Complaint that might reasonably call into question the impartiality of the Complaint handling process; and

(c) the general appropriateness of the relevant ATO managing the Complaint.

10.3 For the avoidance of doubt, if the Assessor decides to continue managing the Complaint and does not refer the matter to an ATO, the Assessor will be considered the Nominated Official for the purposes of this Policy.

10.4 The Nominated Official must ensure the Complaint is dealt with in accordance with the procedures set out in Part IV of this Policy.

10.5 At any time, the Assessor may take over the management of a Complaint if it is determined by the Assessor that the Complaint is not being appropriately managed by the Nominated Official.

10.6 The Nominated Official must communicate with the Complainant and Respondent at appropriate intervals throughout the Complaint handling process to ensure both parties remain informed.

10.7 Once it has been determined who will manage the Complaint, the Nominated Official may undertake the following steps:

(a) Provisional Action;

(b) Investigation of Complaint; and/or

(c) Complaint Resolution.

Provisional Action

10.8 For in-scope Complaints, if the Nominated Official considers that the Respondent presents a risk to the safety and welfare of the Complainant or others, or may cause harm to the reputation of TA, an MA, an ATO or the sport of tennis generally, the Nominated Official may refer the Complaint to the Director of the TAICU who may decide to provisionally suspend the Respondent.

10.9 If the Nominated Official decides to refer the Complaint to the Director of the TAICU for provisional action, then the Nominated Official must provide written notification to the Respondent of the following:

(a) the alleged conduct which is the subject of the Complaint;

(b) that the Nominated Official has sought a provisional suspension from the Director of the TAICU; and

(c) the Respondent may make written submissions to the Director of TAICU within a period of time (at least 48 hours) specified by the Nominated Official,

(**Notice of Application for Provisional Suspension**).

10.10 The Respondent is entitled to make written submissions to the Director of TAICU within the timeframe set out in the Notice of Application for Provisional Suspension before a decision is made under clause 10.8 with respect to any provisional suspension being sought. If the Respondent does not provide written submissions within the timeframe set out in the Notice of Application for Provisional Suspension, the Director of TAICU may make a decision on the provisional suspension without any submissions from the Respondent.

10.11 In determining whether the criteria in clause 10.8 have been met, the Director of the TAICU may consider any one or more of the following factors:

(a) the nature and seriousness of the allegation(s);

(b) the effect or impact that the Respondent has had or may have on the Complainant or any other persons;

(c) the relationship/role of the Respondent to the Complainant;

(d) the effect or impact that the provisional suspension may have on the Respondent;

(e) whether the provisional suspension would provide a protective role for the Complainant;

(f) whether there is a likelihood or risk of the alleged behaviour being repeated or ongoing; and/or

(g) any other factor that the Director of the TAICU deems appropriate to consider in the circumstances.

10.12 A provisional suspension may cover any one or more of the following for a specified period of time:

(a) suspension from any role or duty the Respondent holds within an ATO;

(b) a ban from any event/s or activity/activities held by or sanctioned by any ATO;

(c) a ban from attending any venue, facility or premises of an ATO;

(d) the imposition of a requirement on the Respondent not to contact or in any way associate with the Complainant or other person to whom the Complaint relates until the determination of the Complaint; and/or

(e) restriction of any rights, privileges or any other benefits to their position.

10.13 If the Director of the TAICU imposes a provisional suspension, then the Nominated Official must provide written notification to the Respondent of the decision within seven days. The notification must include:

(a) the date of commencement of the provisional suspension and the period of time of the provisional suspension;

(b) the specific constraints of the provisional suspension in accordance with clause 10.12 of this Policy;

(c) The factors outlined in clause 10.11 that the Director of the TAICU relied upon in making their decision to impose a provisional suspension; and

(d) option to appeal,

(**Notice of Provisional Suspension**).

10.14 Following any decision, the Nominated Official must notify the following persons/organisations of any outcome of the Application for Provisional Suspension:

(a) the Complainant;

(b) the Respondent;

(c) the relevant ATO (as the case may be); and

(d) at the discretion of the Nominated Official, any other individual and/or organisation affected by the decision or that could reasonably impact on the compliance of the imposed sanction(s).

10.15 With respect to a provisional suspension, the Respondent may appeal a decision of the Director of the TAICU on the following grounds:

(a) that the Director of the TAICU relied on a clear error in their decision making process;

(b) that the Nominated Official and/or Director of the TAICU failed to comply with the procedures outlined in clauses 10.8 - 10.14;

(c) the provisional suspension imposed by the Director of the TAICU under clause 10.11 of this Policy is manifestly disproportionate to the alleged breaching conduct; or

(d) no reasonable decision maker in the position of the Director of the TAICU, based on the material before them, could reasonably make such a decision.

10.16 The Respondent must provide written notice to the TAICU of their Intention to Appeal with 72 hours of notification. The provisional suspension imposed will remain in effect while an appeal is taking place.

10.17 TAICU will refer the appeal to be heard by a TA Tribunal Chairperson.

10.18 The Respondent may provide written submissions to be considered by the Tribunal Chairperson within seven days. If the Respondent does not provide written submissions within the timeframe, the Tribunal Chairperson may make a decision on appeal of the provisional suspension without any submissions from the Respondent.

10.19 The Tribunal Chairperson shall hear and determine the Appeal in whatever manner they consider appropriate (including by way of “on the papers” or otherwise).

10.20 Following the hearing of the appeal, the Tribunal Chairperson may do any one or more of the following:

(a) dismiss the appeal;

(b) uphold the appeal; or

(c) withdraw or amend by reducing, increasing or otherwise varying the terms of the provisional suspension imposed by the Director of the TAICU.

10.21 The decision of the Tribunal Chairperson with respect to the provisional suspension is final and binding on the Respondent. There is no right to appeal the decision of the Tribunal Chairperson.

10.22 Following the hearing of the appeal, the TAICU must provide written notification to the Respondent of the decision within seven days.

Investigation of Complaint

10.23 Following a Complaint being assessed as in-scope, and any Provisional Action (if applicable), the Nominated Official must then conduct an investigation into the Complaint. In conducting investigations, the rules of procedural fairness will apply, and both the Complainant and the Respondent will be provided a reasonable opportunity to be heard.

10.24 As part of the investigation and at an appropriate time as determined by the Nominated Official, they must notify the Respondent in writing of the following:

(a) The alleged conduct which is the subject of the Complaint;

(b) The in-scope assessment of the Complaint;

(c) That the Complaint will be investigated and managed in accordance with this Policy, including possible sanctions; and

(d) The Respondent will be provided with an opportunity to respond to the allegations within such period determined by the Nominated Official,

(**Notice of Complaint Investigation**).

10.25 If the Respondent is a child, an Individual at a Disadvantage, a vulnerable person, or under the care of a recognised carer, the Notice of Complaint should also or instead be given to that child's parent, guardian or carer.

10.26 The investigation process conducted by the Nominated Official may or may not include any one or more of the following steps:

(a) Collecting witness statements from any other parties that the Nominated Official deems necessary;

(b) Conducting interviews; and

(c) Collecting any other information, which may include video footage, photos, recordings etc. that the Nominated Official deems necessary.

10.27 As part of the investigation, the Nominated Official must provide both the Complainant and Respondent the opportunity to provide their own version of events and any supporting material.

10.28 If the Complainant and/or Respondent is a child, an Individual at a Disadvantage, a vulnerable person, or under the care of a recognised carer, they should be appropriately supported by that child's parent, guardian or carer, and/or a support person of their choosing. The support person of the Complainant and/or Respondent cannot also be a witness to the matter.

Truthful information and general cooperation

10.29 All Personnel must assist and cooperate with the Nominated Official in relation to any investigation into a Complaint, including:

(a) attending an interview, or interviews, with the Nominated Official as requested;

(b) fully and truthfully answering any questions asked by the Nominated Official during an investigation;

(c) giving information; and

(d) producing documents or things in their possession that is reasonably requested by the Nominated Official.

10.30 Notwithstanding clause 10.29, Personnel interviewed as a suspect in a criminal investigation, charged or arrested by a law enforcement agency in respect of a criminal offence shall not be required to give any information, give any evidence or make any statement to the Nominated Official if the Personnel can establish that to do so would breach any privilege against self-incrimination, or legal professional privilege. This clause does not limit any other rules or obligations on Personnel in this Policy or other TA National Policies.

Standard of Proof

10.31 The standard of proof that applies to all substantive decisions (including by a Nominated Official, Tribunal Chairperson and/or TA Tribunal panel) made under this Policy and relevant TA National in respect of allegations is "balance of probabilities". Balance of probabilities requires that something must be more likely to have happened than not to have happened.

10.32 Where a Respondent has been convicted or found guilty in a criminal, civil, disciplinary or professional proceeding of engaging in conduct which would be an equivalent breach of this Policy or an alternative TA National Policy, the Respondent is deemed under this Policy to have committed an offence(s) without requiring further Investigation.

11. Complaint Resolution Process

11.1 Where a Complaint is subject to an investigation, the Nominated Official will determine if the Complaint is unable to be substantiated to the requisite Standard of Proof.

11.2 Following the investigation, if the Nominated Official determines the Complaint is unable to be substantiated the Complaint will be re-assessed as out-of-scope of the relevant TA National Policy and the Nominated Official will follow clause 9.10 - 9.16 of this Policy.

11.3 If clauses 11.1 and 11.2 of this Policy do not apply to the Complaint then the Nominated Official must categorise the Complaint into one of the following categories:

(a) Category A is a complaint which the Assessor considers the Offence(s) to be serious based on its assessment of one or more of the list of factors set out in clause 11.4; or

(b) Category B is any complaint which the Assessor has not classified as Category A.

11.4 In categorising the Complaint, the Assessor will be guided by one or more of the following non-exhaustive list of factors:

(a) the nature of the alleged breach of Policy;

(b) the impact, damage or harm caused by the alleged breach of Policy on the victim or Complainant, TA, an ATO and/or the sport of tennis generally;

(c) the alleged intent of the Respondent;

(d) the need for a penalty to be imposed if it were found that the alleged conduct occurred;

(e) the appropriate level of penalty proportionate to this type of alleged conduct;

(f) the need for general and specific deterrence from this type of alleged conduct;

(g) the potential for the Complaint to escalate;

(h) the public interest in the Complaint and/or the alleged conduct;

(i) the desired outcome of the Complainant;

(j) any history between the Complainant and the Respondent and/or any other parties relevant to the Complaint;

(k) the complexity of the circumstances surrounding the Complaint; and

(l) parity and consistency of approach to dealing with Complaints generally.

11.5 The Nominated Official has the discretionary power to downgrade or upgrade the categorisation of the Complaint during the management of the Complaint (i.e. in instances where new information is discovered that would impact the original categorisation).

11.6 Where a Complaint is categorised as Category A, the Nominated Official must follow the complaint handling process outlined in Section 12. Where a Complaint is categorised as Category B, the Nominated Official must follow the complaint handling process outlined in Section 13.

12. Complaint – Category A

12.1 Following categorisation of a Complaint as Category A, the Nominated Official must notify the Respondent in writing, within seven days of the following:

(a) the alleged conduct and alleged breach(es) of Policy;

(b) the categorisation of the alleged breach(es) as Category A;

(c) the Respondent has a right to a hearing in relation to the alleged breach(es);

(d) if deemed appropriate by the Nominated Official, a proposed sanction for the alleged breach(es) pursuant to clause 12.2 that the Respondent may accept, thereby waiving their right to a hearing; and

(e) if subclause 12.1(d) applies, that if the Respondent does not respond within 21 days of receipt of the Notice of Category A Breach, they will be deemed to have accepted the findings, waived their right to a hearing and accepted the proposed sanction,

(**Notice of Category A Breach**).

12.2 If the Nominated Official wishes to outline a proposed sanction to the Respondent in accordance with clause 12.1(d), the Nominated Official will be guided by any one or more of the following non-exhaustive list of factors in determining that proposed sanction:

(a) the seriousness of the behaviour;

(b) the impact, damage or harm caused by the conduct on other persons, ATOs, or the sport of tennis in general;

(c) whether it was a one-off incident or part of an overall pattern of behaviour;

(d) the intent of the Respondent in committing the conduct in question;

(e) the Respondent's attitude towards the Complaint and the allegations;

(f) the need for general and specific deterrence;

(g) the views and opinion of the Complainant;

(h) fairness and consistency in dealing with matters generally; and

(i) any relevant aggravating or mitigating factors (i.e. any relevant prior history of the Respondent).

12.3 In response to a Notice of Category A Breach(es), a Respondent may:

(a) accept the alleged breach(es), waive their right to a hearing and accept the proposed sanction; or

(b) dispute the alleged breach and/or the proposed sanction, in which case the alleged breach(es) will be referred to a Tribunal.

12.4 The Respondent has a maximum of 21 days to notify the Nominated Official of their decision. If they do not respond this will be deemed as the Respondent accepting the alleged breach(es), waiving their right to a hearing, and accepting the proposed sanction.

12.5 If the Respondent accepts the alleged breach(es) and/or is deemed to have accepted the alleged breach(es), the Nominated Official must then notify the following persons/organisations of the outcome of the "Category A" Complaint:

(e) the Complainant;

(f) the Respondent;

(g) the relevant ATO (as the case may be); and

(h) at the discretion of the Nominated Official, any other individual and/or organisation affected by the decision or that could reasonably impact on the compliance of the imposed sanction(s).

Referral to a Tribunal

12.6 If no proposed sanction is provided by the Nominated Official, or if the Respondent disputes the alleged breach(es) and/or the proposed sanction pursuant to clause 12.3(b), the Complaint will be referred to a Tribunal pursuant to Part V of this Policy.

12.7 The Complainant and Respondent and any other witnesses must be advised as soon as possible as to the date, time and location of the Tribunal hearing, and the likely composition of the Tribunal.

13. Complaint – Category B

13.1 Following categorisation of a Complaint as Category B, the Nominated Official must advise the parties of the categorisation and:

(a) Refer the matter to mediation and follow the process outlined in clauses 13.2 - 13.9; or

(b) Make a decision in relation to sanction and follow the process outlined in clauses 13.10 – 13.16.

Mediation

13.2 Mediation is an alternative dispute resolution procedure that gives the parties more control over the outcome of the Complaint. Mediation requires the parties to agree to the outcome of the Complaint as no third party can impose a solution or decision on the parties.

13.3 If the Nominated Official makes a decision to refer the Complaint to mediation, as per clause 13.1(a), they must notify the Respondent in writing, within 14 days, of the following:

(a) the alleged conduct and alleged breach(es) of Policy;

(b) the categorisation of the alleged breach(es) as Category B; and

(c) a recommendation that the Complaint is referred to mediation and if the Respondent refuses to participate in mediation then the Nominated Official will otherwise determine a sanction for the substantiated breach(es),

(**Notice of Referral to Mediation**).

13.4 If at mediation the Complainant and Respondent do not agree on the result or outcome of the Complaint, the Complaint will remain unresolved and will continue to be dealt with in accordance with the remaining sections of this Policy.

13.5 By virtue of its nature, all parties to the Complaint must agree to participate in a mediation. The Nominated Official should seek approval from the Complainant to attend a mediation prior to canvassing the idea of a mediation with the Respondent. In the usual course, once the Complainant has agreed to mediation, the Nominated Official will contact the Respondent to seek their consent to participate in a mediation. If both parties agree to the mediation, the Nominated Official should assist the parties to coordinate the logistics of the mediation.

13.6 The mediation should be conducted by an independent third party. Mediation will generally be undertaken by an organisation outside of TA. A list of approved mediation providers is attached at ATTACHMENT F - State/Territory Mediation service providers. The Nominated Official will provide recommendations for a suitable mediator or the relevant state/territory mediation service.

13.7 Mediation should occur within two months of the parties agreeing to mediate. Once mediation is completed, the parties must notify the Nominated Official in writing of whether the Complaint was resolved. The parties are encouraged, but not required, to disclose the details of the resolution of the Complaint to the Nominated Official.

13.8 If the Complainant and Respondent resolve the Complaint at the mediation, the Complaint will be considered finalised and closed and no further action will be taken in relation to the Complaint.

13.9 However, if:

(a) the Complaint is not resolved at mediation;

(b) one of the parties refuses to attend the mediation;

(c) the mediation has not occurred within the timeframe set out in clause 13.7; or

(d) the Nominated Official does not believe that mediation is appropriate,

the Nominated Official will make a decision in relation to the Complaint.

Decision by the Nominated Official

13.10 In making a decision in relation to the Complaint, the Nominated Official will consider if the Respondent has breached the relevant TA National Policy (**Category B Breach**) to the requisite Standard of proof (as described in clause 10.31). If the Nominated Official decides there has been a breach of the relevant TA National Policy, the Nominated Official must then also determine the sanction to be imposed on the Respondent.

13.11 With consideration of the factors outlined in clause 12.2, the Nominated Official may impose any one or more of the following sanctions on the Respondent for a Category B Breach:

(a) A formal warning;

(b) A censure;

(c) A written apology from the Respondent to the Complainant or any other specified persons or entities as deemed appropriate by the Nominated Official. The Nominated Official may also impose a suspended sanction(s) on the Respondent which would remain suspended conditional on the Respondent apologising as directed pursuant to this subclause;

(d) Suspension of the Respondent from ATO activity for a maximum period of three months. For the avoidance of doubt the suspension may prohibit the Respondent from taking part in any one or more of the following ATO activities: future tennis tournaments, competitions, tours, teams, functions, training or practice sessions, and/or other events conducted or managed under the auspices of an ATO;

(e) Direct that the Respondent attends counselling, or training, or education programs to address their conduct;

(f) A suspended sanction with any conditions attached to the suspended sanction that the Nominated Official deems necessary; and/or

(g) Any other such penalty that the Nominated Official considers appropriate.

13.12 Following a decision on sanction, the Nominated Official must notify the Respondent in writing within 14 days, of the following:

(a) the alleged conduct;

(b) the categorisation of the Complaint as Category B; and

(c) a determined sanction for the breach(es);

(**Notice of Category B Breach**).

13.13 The Nominated Official must notify the following persons/organisations of any outcome decision they make with respect to a "Category B" Complaint:

(a) the Complainant;

(b) the Respondent;

(c) the relevant ATO (as the case may be); and

(d) at the discretion of the Nominated Official, any other individual and/or organisation affected by the decision or that could reasonably impact on the compliance of the imposed sanction(s).

13.14 In circumstances where the Respondent fails to follow the sanctions imposed by the Nominated Official, the Nominated Official may increase or vary the sanction(s), but only in accordance with clause 13.11 (i.e. the Nominated Official may impose an additional suspension on the Respondent for a further period of up to three months).

Appealing a Decision by the Nominated Official

13.15 A Respondent may appeal against a sanction imposed under clause 13.10 of this Policy only on the following grounds:

(a) that the Nominated Official relied on a clear error in their decision making process;

(b) that the Nominated Official failed to comply with the procedures outlined in Part IV of this Policy;

(c) the sanction imposed by the Nominated Official is manifestly disproportionate to the breaching conduct; or

(d) no reasonable decision maker in the position of the Nominated Official, based on the material before them, could reasonably make such a decision.

13.16 The Respondent must, within 72 hours of the Nominated Official delivering his or her decision, give written notification of the Respondent's intention to Appeal (**Notice of Intention to Appeal**) to the TAICU and the ATO of the Nominated Official.

13.17 As soon as practicable following receipt of the Notice of Intention to Appeal, the TAICU must determine the appropriate body to convene the Appeal. The following principles apply:

(a) *In the case of the Nominated Official being a member of the TAICU*: the Appeal will be heard by one member of the TA Tribunal Panel (see Section 14 for further detail on the TA Tribunal Panel) or the Appeals Division of the National Sports Tribunal (which is the Australian tribunal established by the National Sports Tribunal Act 2019 (Cth)) in accordance with the National Sports Tribunal's rules and procedures; or

(b) *In the case of the Nominated Official being someone other than a member of the TAICU*: the Appeal will be heard by one tribunal member who will be appointed by, at the discretion of the TAICU, any higher ranking ATO to that of the Nominated Official's ATO,

(in either case, **Appellant Tribunal Member**).

13.18 The Appellant Tribunal Member must be independent and unbiased, have one of the skills or qualifications referred to in clause 14.2(a) and not be a person of the type referred to in clause 14.4.

13.19 Within five days of lodging the Notice of Intention to Appeal, (or if there is urgency such shorter time as determined by the Appellant Tribunal Member) the Respondent must submit in writing the grounds of the Respondent's appeal, copies of which will be provided by the Nominated Official to the Appellant Tribunal Member and any other parties to the Complaint, and pay an appeal fee of $1,500 (including GST) to TA.

13.20 If the timelines in clause 13.19 are not met, the appeal shall be deemed to be withdrawn and the decision of the Nominated Official will be deemed to be upheld.

13.21 The Appellant Tribunal Member shall hear and determine the Appeal in whatever manner it considers appropriate (including by way of "on the papers" or otherwise) provided that the appeal accords with the principles of natural justice. The Appellant Tribunal Member also has the power to direct the parties to attend a mediation to try and resolve the matter before hearing and/or determining the Appeal pursuant to this clause of the Policy.

13.22 The Appellant Tribunal Member can also request up to two additional tribunal members be appointed to hear the appeal. The ATO convening the appeal will ensure such additional tribunal members are so appointed and satisfy the criteria set out in clause 14.2 and 14.4.

13.23 Following the hearing of the appeal, the Appellant Tribunal Member may maintain, withdraw, amend, decrease or increase any or all of the sanction(s) imposed by the Nominated Official. However, any increase in sanction must be in accordance with clause 13.11 of this Policy.

13.24 The decision of the Appellant Tribunal Member is final and binding on the parties. There is no right to appeal the decision of the Appellant Tribunal Member.

13.25 Except as otherwise provided in this Policy, the Appellant Tribunal Member and any others present at any appeal hearing shall keep all matters relating to the hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and the information obtained during the hearing, must not be disclosed to any person who is not a party to the Complaint.

PART V – TRIBUNAL HEARINGS AND PROCEDURES

14. Tribunals

14.1 Upon referral of a Category A Complaint to a tribunal, the Nominated Official shall as soon as practicable:

(a) Determine the composition of the tribunal, as per the requirements set out in clauses 14.2 – 14.4 of this Policy (**Tribunal**);

(b) Send to the Respondent(s) a notice setting out:

(i) the provisions of this Policy which the Respondent is alleged to have breached;

(ii) the date, time and place for the hearing of the alleged breach(es) which shall be as soon as reasonably practicable whilst complying with all procedural requirements under this Policy;

(iii) a copy of the Complaint and any relevant evidence; and

(iv) a Notice of Intent, requiring the Respondent to advise the Nominated Official of their intention to attend the hearing and be represented,

(**Notice of Hearing**).

(c) Send to the Complainant(s) and the Chairperson of the Tribunal a copy of the Notice of Hearing; and

(d) Send a Notice to Attend to any witnesses required to attend the hearing for the purpose of giving evidence.

14.2 The Tribunal for a hearing shall be appointed by the Nominated Official and shall be comprised of the following persons:

(a) a qualified legal practitioner or, if after reasonable attempts have been made to obtain one without success, a person with considerable previous experience in the legal aspects of a tribunal (who shall be the Chairperson); and

(b) two other persons, each of which must meet at least one of the following criteria:

(i) a thorough knowledge of tennis or sport;

(ii) experience and skills suitable to the function of a sports tribunal; and/or

(iii) subject matter experts with respect to the nature or context of the allegations.

14.3 In the case of a Tribunal convened by TA, the Tribunal must be comprised of persons on the TA Tribunal Panel. For the avoidance of doubt, a tribunal member that hears an appeal of a decision to impose a provisional suspension in accordance with this Policy, can also be a part of the tribunal panel for the substantive hearing of the same matter.

14.4 The following persons cannot be Tribunal members:

(a) a person who is or was within the last 12 months an employee or director of the ATO which is convening the Tribunal; and

(b) a person who would, by reason of their relationship with the Complainant, Respondent, or otherwise, be reasonably considered to be biased (this may include but is not limited to a person who has provided within the last 12 months, or is currently providing, services for a fee to the ATO that is convening the Tribunal).

Tribunal procedure

14.5 The person appointed as Chairperson of the Tribunal shall have the following responsibilities:

(a) to chair hearings of the tribunal;

(b) to ensure accurate records are kept of all the Tribunal's proceedings and decisions, including at a minimum:

(i) particulars of the hearing(s), including date, time and location;

(ii) the names of each Tribunal member, Respondent, Complainant, witnesses called, and any other parties permitted to attend the tribunal;

(iii) the decision of the tribunal, including any sanction imposed, whether given to the parties orally, in writing or a combination of both, and the date(s) of communication;

(c) to ensure that the hearing is conducted in accordance with the principles of procedural fairness and this Policy; and

(d) to communicate to all parties to the tribunal hearing the results of such tribunal and a copy of the record of result to the parties (i.e. an audio or video recording and/or a transcript of the hearing to be made available to all parties for 30 days after the conclusion of the hearing).

14.6 The Tribunal shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances, including:

(a) convene the hearing by way of teleconference, video conference or otherwise;

(b) invite written and/or oral submissions from the parties;

(c) consider any evidence, and in any form that it deems relevant;

(d) question any person giving evidence;

(e) limit the number of witnesses to individuals who provide new evidence; and

(f) act in an inquisitorial manner in order to establish the truth of the case before it,

provided that it does so in accordance with the principles of natural justice.

14.7 The purpose of the hearing shall be to determine whether the Respondent is in breach of the relevant TA National Policy, and if so, an appropriate sanction.

14.8 The tribunal may not discuss and consider any prior breaches of TA National Policies at the hearing except as set out in Section 15 of this Policy.

14.9 The Respondent and any witnesses sent a Notice to Attend will be required to attend the hearing before the Tribunal at the time and place notified to them (however it is conducted). If after 30 minutes of the notified time for commencement of the hearing, the Respondent or any witness is not present, the Tribunal may elect to conduct the hearing in the absence of that person or adjourn the hearing and reconvene at a later date advised to the Respondent and witnesses.

14.10 The parties to the hearing shall include the Complainant, the Respondent, and the relevant ATO represented by an appointed advocate, whose role shall be to assist the Tribunal by presenting evidence, including material facts, and to make any submissions on behalf of the ATO in relation to the alleged breach(es), including the appropriateness of sanction (if applicable).

14.11 The Respondent and/or Complainant is entitled to have a support person attend a tribunal hearing.

14.12 A party to the hearing may be represented at the hearing by a third party as long as that third party is not a legal practitioner. A party can only be legally represented at a hearing if the Tribunal considers and determines that it is necessary in the interests of justice.

14.13 Each party to the hearing shall bear their own costs in relation to the hearing.

14.14 The tribunal may, at its discretion, modify or adapt its procedures to recognise and respond to the vulnerabilities of a party involved, particularly if a party to the hearing is a child or young person, an Individual at a Disadvantage or a vulnerable person. Options the tribunal may elect to impose on the parties include, but are not limited to:

(a) that additional instructions or breaks be provided to the parties during the hearing;

(b) that the Complainant is not required to participate in the hearing;

(c) that the Complainant is not required to attend the hearing whilst the Respondent is present;

(d) that the Complainant (or any other witness) is able to provide a statement of their version of events in writing prior to the hearing and be available to answer questions of the Respondent and/or Tribunal in writing only;

(e) that the tribunal ask specific, or all, questions of the Complainant (or any other witness). In these circumstances, the Respondent should be provided with an opportunity to lodge questions with the tribunal in advance which the tribunal may ask if they deem relevant; or

(f) any other change to process the tribunal considers reasonable in all of the circumstances.

14.15 The Tribunal must make a decision on the balance of probabilities (i.e. more probable than not) as to whether the Respondent committed the alleged breach/es.

14.16 The Tribunal shall give its decision as soon as practicable after the hearing and will deliver a statement of its written reasons (together with information regarding the appeal process) to the following:

(a) the relevant ATO(s);

(b) the Complainant;

(c) the Respondent, and

(d) any other individual and/or organisation affected by the decision.

14.17 If the Tribunal finds the Complaint proven on the balance of probabilities, it may impose any one or more of the sanctions set out in clause 15.3 of this Policy.

14.18 Each member of a tribunal established under this Policy shall be indemnified by the ATO which appointed them from any claim or action for loss, damages, or costs made against them arising out of or in connection with their function as a member of the Tribunal under this Policy.

14.19 Except as otherwise provided in this Policy, all members of a Tribunal and others present at the hearing shall keep all matters relating to the hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and information obtained as part of an investigation and before and during the tribunal hearing, must not be disclosed to any person who is not a party to the tribunal hearing.

15. Sanctions

15.1 If the Tribunal considers that the Respondent has committed a Category A Breach, the parties to the hearing may make submissions to the Tribunal in relation to sanctions.

15.2 During these submissions, the appointed advocate for the ATO may disclose any prior history of misconduct and/or breaches of TA National Policies and this may be a factor for the Tribunal to consider when determining an appropriate sanction for the Category A Breach.

15.3 The Tribunal may impose on the Respondent any one or more of the following sanctions for a Category A Breach of the relevant TA National Policy:

(a) direct that the Respondent attend counselling, or training or education programs to address their conduct;

(b) direct the Respondent to apologise to the Complainant (or any other person). The tribunal may also impose a suspended sanction(s) on the Respondent which would remain suspended conditional on the Respondent apologising as directed pursuant to this subclause;

(c) recommend that the relevant ATO(s) terminate the appointment of any role which the Respondent holds with those organisations;

(d) impose a monetary fine;

(e) impose a warning;

(f) censure the Respondent;

(g) in the case of a Respondent that is a Coach or Official, direct an ATO to suspend or cancel their accreditation or affiliation for a period or indefinitely;

(h) expel the Respondent from membership of an ATO;

(i) withdraw any ranking points, awards, placings, records won in any tournaments, activities or events held or sanctioned by an ATO;

(j) direct the Respondent to repay all or part of any financial assistance (excluding any fee for service, wages or expenses) given to them by the Australian Sports Commission, any Federal or State funding agency, the Australian Olympic Committee, Paralympics Australia, the Commonwealth Games Committee, or an ATO or any other organisation which has provided funding to the Respondent;

(k) suspend the Respondent from competition for such period as the Tribunals sees fit;

(l) ban the Respondent from taking part in any tennis activity for a particular period of time determined by the Tribunal. For the purposes of this subclause, ATO activities may include but is not limited to future tennis tournaments, competitions, tours, teams, functions, training or practice sessions, and/or other events conducted or managed under the auspices of an ATO;

(m) ban the Respondent from attending one or more tennis facilities and/or venues for a particular period of time determined by the Tribunal;

(n) impose a fully or partially suspended sentence on the Respondent with any conditions the Tribunal considers appropriate;

(o) cancellation of any TA or other ATO accreditation or licence or coaching accreditation;

(p) a direction that any rights, privileges and benefits provided to that individual by TA or any other ATO may be suspended for a specified period;

(q) a direction that any funding granted or given to the individual by TA or any other ATO will cease from a specified date;

(r) remove or withdraw any award(s) or achievement(s) (such as life membership); and/or

(s) any other such penalty or discipline that the Tribunal considers appropriate.

15.4 Where the Respondent is found to have breached more than one clause of the relevant TA National Policy, the Tribunal should determine an appropriate sanction(s) for the Respondent's misconduct in totality, rather than imposing a sanction for each breach.

15.5 In circumstances where the Respondent fails to follow the sanctions imposed by the Tribunal, the Nominated Official may refer the Respondent to the Tribunal Chairperson who may increase or vary the sanction(s) imposed as they see fit. The Respondent will be provided the opportunity to make written submissions to the Tribunal Chairperson before any decision is made with respect to increasing or varying the sanction(s). A decision of the Tribunal Chairperson to increase or vary a sanction under this clause 15.5 is final and binding on the parties.

16. Appeals

16.1 With respect to a Category A Complaint, the Respondent or the ATO may appeal (**Appellant**) a decision of a Tribunal at first instance (**Original Tribunal**) on the following grounds:

(a) that the Original Tribunal relied on a clear error in their decision making process;

(b) that the Nominated Official failed to comply with the procedures outlined in Part IV of this Policy and that failure has amounted to a serious miscarriage of justice;

(c) that the Original Tribunal failed to comply with the procedures outlined in Part V of this Policy;

(d) the sanction imposed by the Original Tribunal under clause 15.3 of this Policy is manifestly disproportionate to the breaching conduct; or

(e) no reasonable decision maker in the position of the Original Tribunal, based on the material before them, could reasonably make such a decision,

(**Appeal**).

Appellant Tribunal procedure

16.2 The process for an Appeal is as follows:

(a) the Appellant must, within 72 hours of the Original Tribunal delivering its decision give written notification to the TAICU of the Appellant's intention to Appeal (**Notice of Intention to Appeal**);

(b) as soon as practicable following receipt of the Notice of Intention to Appeal, the TAICU must determine the appropriate body to convene the Appeal. The following principles apply:

(i) *In the case of the Original Tribunal being a tribunal convened by TA*: the Appeal will be heard by the Appeals Division of the National Sports Tribunal;

(ii) *In the case of the Original Tribunal being any other tribunal*: the Appeal will be heard by an appeal tribunal convened by, at the discretion of the TAICU, any higher ranking ATO to that of the ATO which established the Original Tribunal, or the Appeals Division of the National Sports Tribunal.

(in either case, the **Appellant Tribunal**).

(c) unless the Appeal is being heard by the NST (in which case the rules of the NST apply), the TAICU or Nominated Official (as the case may be) must appoint the members of the Appellant Tribunal (including the Appellant Tribunal Chairperson). The Appellant Tribunal shall consist of persons who comply with clauses 14.2 – 14.4 of this Policy and who were not members of the Original Tribunal;

(d) within five days of lodging the Notice of Intention to Appeal, (or if there is urgency such shorter time as determined by the Chairperson of the Appellant Tribunal) the Appellant must:

(i) pay an appeal fee of $1,500 (including GST) to TA; and

(ii) submit to the Chairperson of the Appellant Tribunal the grounds of the appeal in writing, copies of which will be provided by the Nominated Official to the parties to the Complaint; and

(e) the Chairperson of the Appellant Tribunal must determine in his or her sole discretion whether the Appellant has satisfied the criteria for an appeal under clause 16.1 of this Policy. If so satisfied, the Chairperson (or their nominee) shall determine a place, time and date for

the hearing of the Appeal and as soon as possible thereafter notify all parties to the Appeal in writing of such details.

16.3 If any of the timelines in clause 16.2 are not met, the Appeal shall be deemed to be withdrawn and the decision of the Original Tribunal will be deemed to be upheld.

16.4 The appeal fee referred to in clause 16.2(d)(i) is refundable only in circumstances where the Appellant is successful in overturning the Original Tribunal's decision or reducing the sanction(s) imposed by the Original Tribunal. Notwithstanding, TA may still withhold all or part of the appeal fee that is required to cover the costs of the Appeal (i.e. room hire, transport costs of members of the Appellant Tribunal, etc).

16.5 The Appellant Tribunal shall hear and determine the Appeal in whatever manner it considers appropriate (including by way of "on the papers" or otherwise) provided that the Appeal accords with the principles of natural justice.

16.6 Following the hearing of the Appeal, the Appellant Tribunal may do any one or more of the following:

(a) dismiss the Appeal;

(b) uphold the Appeal;

(c) withdraw or amend any of the sanction(s) imposed by the Original Tribunal;

(d) impose any additional sanction(s) on the Appellant (the additional sanction/s must be from the list of sanction(s) set out in clause 15.3 of this Policy); and/or

(e) reduce, increase or otherwise vary any sanction imposed by the Original Tribunal.

16.7 The Appellant Tribunal has no power to award costs and each party shall bear their own costs in relation to the Appeal.

16.8 The Appellant Tribunal must provide a decision to the parties orally and/or in writing. The decision of the Appellant Tribunal is final and binding on the parties. There is no right to appeal the decision of the Appellant Tribunal. In addition, the parties agree that once an Appeal is concluded under this Policy, the parties waive any right to commence, institute or maintain an appeal of the Appellant Tribunal's decision on administrative or civil law grounds (however this provision does not prevent any criminal proceedings in relation to the Complaint or the Complainant pursuing civil remedies against the Respondent with respect to the conduct which is the subject of the Complaint).

16.9 Except as otherwise provided in this Policy, all members of an Appellant Tribunal and others present at the Appeal hearing shall keep all matters relating to the Appeal hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and Appeal and the information obtained during the Appeal hearing, must not be disclosed to any person who is not a party to the Appeal hearing.

PART VI – MISCELLANEOUS MATTERS

17. Enforcement and publication of decisions

17.1 The TAICU and/or the ATO that established the Tribunal or Appeal Tribunal (as the case may be) must, as soon as possible, notify all individuals and/or organisations affected by the decision and sanction(s) imposed under this Policy. Notification should include advising all individuals and/or organisations that could reasonably impact the enforcement of, or compliance with, the imposed sanction(s).

17.2 The TAICU may publish and distribute any decision and sanction(s) imposed under this Policy at its ultimate discretion.

17.3 Every organisation required to adopt this Policy shall recognise and enforce any decision and sanction (if applicable) imposed by a decision maker (whether that be a Nominated Official, a Tribunal, Tribunal Chairperson or an Appeal Tribunal) under this Policy.

18. Review and Promotion

18.1 This Policy will be reviewed on a regular basis. In addition to this regular review, recommendations for changes to this Policy may be submitted to the TAICU via integrity@tennis.com.au for consideration. If changes are made, the Policy will be updated via TA's website.

18.2 This Policy will be made available to the general public on TA's website and will be communicated to all board and staff members of TA and all ATOs.

19. Contact

19.1 Should a person wish to make any enquiries in relation to this Policy, please contact the TAICU via integrity@tennis.com.au.

Version Control

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Effective Date:	12 October 2023
Previous Version(s):	Version 2: 6 October 2021 – 12 October 2023 Version 1: 19 February 2019 – 5 October 2021

ATTACHMENT A - State and Territory Legislation Overview - Working With Children

Working with Children Check requirements vary across Australia. Fact Sheets for each state and territory are available on the Play by the Rules website here.

Detailed information, including the forms required to complete a Working with Children Check, are available from the relevant agencies in each state and territory.

Jurisdiction	Information
Australian Capital Territory	Working with Vulnerable People (WWVP) Registration Information on ACT's WWVP Ph: 13 22 81
New South Wales	Working with Children Check (WWCC) Information on NSW's WWCC Ph: (02) 8219 3777
Northern Territory	Working with Children Clearance (WWCC) Information on NT's WWCC Ph: 1800 SAFE NT (1800 723 368)
Queensland	Blue Card Check Information on Queensland's Blue Card Check Ph: (07) 3211 6999
South Australia	Working with Children Check (WWCC) Information on SA's WWCC Ph: 1300 321 592
Tasmania	Registration to Work with Vulnerable People (RWVP) Information on Tasmania's RWVP Ph: 1300 654 499
Victoria	Working with Children Check (WWCC) Information on Victoria's WWCC Ph: 1300 652 879
Western Australia	Working with Children Check (WWCC) Information on WA's WWCC Ph: 1800 883 979

ATTACHMENT B - Member Protection Declaration

Tennis Australia has a duty of care to its members and to the general public who interact with its employees, volunteers, members and others involved with Tennis Australia's activities. As part of this duty of care and as a requirement of Tennis Australia's Member Protection Policy, Tennis Australia and Australian Tennis Organisations must enquire into the background of persons who are appointed or seeking appointment, whether employed, contracted or otherwise in a paid or volunteer capacity.

I, ……..... (name)

…….. (address) Date of Birth ……/……/……

SINCERELY declare:

1. I have not had any previous criminal charges brought against me and do not have any criminal charge pending before the courts in any country for, or related to, violence, child abuse, sexual or indecency related offences, or offences related to children, drugs, fraud/dishonesty, or sports integrity.

2. I do not have any criminal convictions or findings of guilt in any country for, or related to, violence, child abuse, serious sexual offences, offences related to children, drugs, fraud/dishonesty, or sports integrity.

3. I have not had any disciplinary allegations or proceedings brought against me, by an employer, government department, sporting organisation or similar body involving child abuse, sexual misconduct or harassment, acts of violence, intimidation or other forms of harassment, drugs, fraud/dishonesty, or sports integrity.

4. To my knowledge there is no other matter that the Australian Tennis Organisation may consider to constitute a risk to its members, employees, volunteers, athletes or reputation by engaging me.

5. I will notify the MPIO, President or appointed person within the Australian Tennis Organisation engaging me immediately upon becoming aware that any of the matters set out in clauses [1 to 4] above has changed for whatever reason.

Declared in the State/Territory of: ……..……..

on ……../……./…….(date) Signature …….

OR

I, …… (name)

of ……..……(address)

Date or Birth ……/……/……

SINCERELY declare:

That, I have the following to disclose [please provide details of the offence for which you are unable to make the above declaration, including the nature of the offence, when it was conducted and any disciplinary action or penalty imposed as a result of the offence].

Parent/Guardian/Carer Consent (in respect of person under the age of 18 years or in the care of a recognised carer)

I have read and understood the declaration provided by my child or ward. I confirm and warrant that the contents of the declaration provided by my child or ward are true and correct in every particular.

Name: ……

Signature: …… Date: ……/……/……

ATTACHMENT C - Information for Reporting Allegations of Child Abuse

If you believe a child is in immediate danger or in a life-threatening situation, contact the Police immediately on 000.

We will treat any allegation of child abuse promptly, seriously and with a high degree of sensitivity.

All people working with an ATO, in a paid or unpaid capacity, have a duty to report any concerns to the appropriate authorities, as set out in the steps below.

Step 1: Receive the allegation

If a child raises with you an allegation of child abuse or neglect that relates to them or to another child, it is important that you:

Do	Don't
Believe the child/young person	Do not make promises you cannot keep
Be calm and supportive	Do not promise secrecy
Concentrate on their feelings rather than on questions and answers	Do not challenge or undermine the child
Reassure the child that what has occurred is not their fault	Do not push the child to give details of the alleged abuse
Explain what you are going to do now that you have been told	Do not discuss the details with any person other than those detailed in these procedures
Promptly and accurately record the discussion in writing	Do not contact the alleged offender

Step 2: Report the allegation

(a) Immediately report any allegation of child abuse, or any situation involving a child at risk of harm, to the Police and/or the relevant child protection agency. You may need to make a report to both.

(b) If in any doubt about whether to contact the Police and/or a relevant government agency, please contact Tennis Australia's Integrity and Compliance Unit (**TAICU**) at integrity@tennis.com.au. The TAICU will assist you to determine whether the matter should be referred to the Police and/or a relevant government agency and/or will assist you with notifying Police and relevant government agencies.

(c) If the allegation of child abuse involves a person to whom this policy applies to, then also report the allegation to TAICU so that they can manage the situation.

Step 3: Protect the child and manage the situation

(a) TAICU will assess the immediate risks to the child and take interim steps to ensure the child's safety and the safety of any other children. This may include notifying the relevant MPIO and/or ATO, redeploying the alleged offender to a position where there is no unsupervised contact with children, supervising the alleged offender or removing/suspending them until any investigations have been concluded. Legal advice should be sought before any interim steps are made if the person is in paid employment with an ATO.

(b) TAICU will consider what services may be most appropriate to support the child and their family.

(c) TAICU will consider what support services may be appropriate for the alleged offender.

(d) TAICU will put in place measures to protect the child and the alleged offender from possible victimisation and to ensure the situation is kept confidential.

Step 4: Take internal action

(a) Up to three different investigations could be undertaken to examine allegations that are made against a person to whom this policy applies, including:

(i) a criminal investigation (conducted by the police);

(ii) a child protection investigation (conducted by the relevant child protection agency); and/or

(iii) a disciplinary or misconduct enquiry/investigation (conducted by a Member Association and/or TAICU).

(b) Regardless of the findings of the police and/or child protection agency investigations, TAICU will assess the allegations to decide whether the alleged offender should return to their position, be dismissed, be banned or face any other disciplinary action.

(c) TAICU will consider all information relevant to the matter – including any findings made by the police, the child protection authority and/or court – and then set out a finding, recommend actions and the rationale for those actions.

(d) If disciplinary action is recommended, TAICU will follow the procedures set out in the Member Protection Policy.

(e) TAICU will provide the relevant government agency with a report of any disciplinary action we take, where this is required.

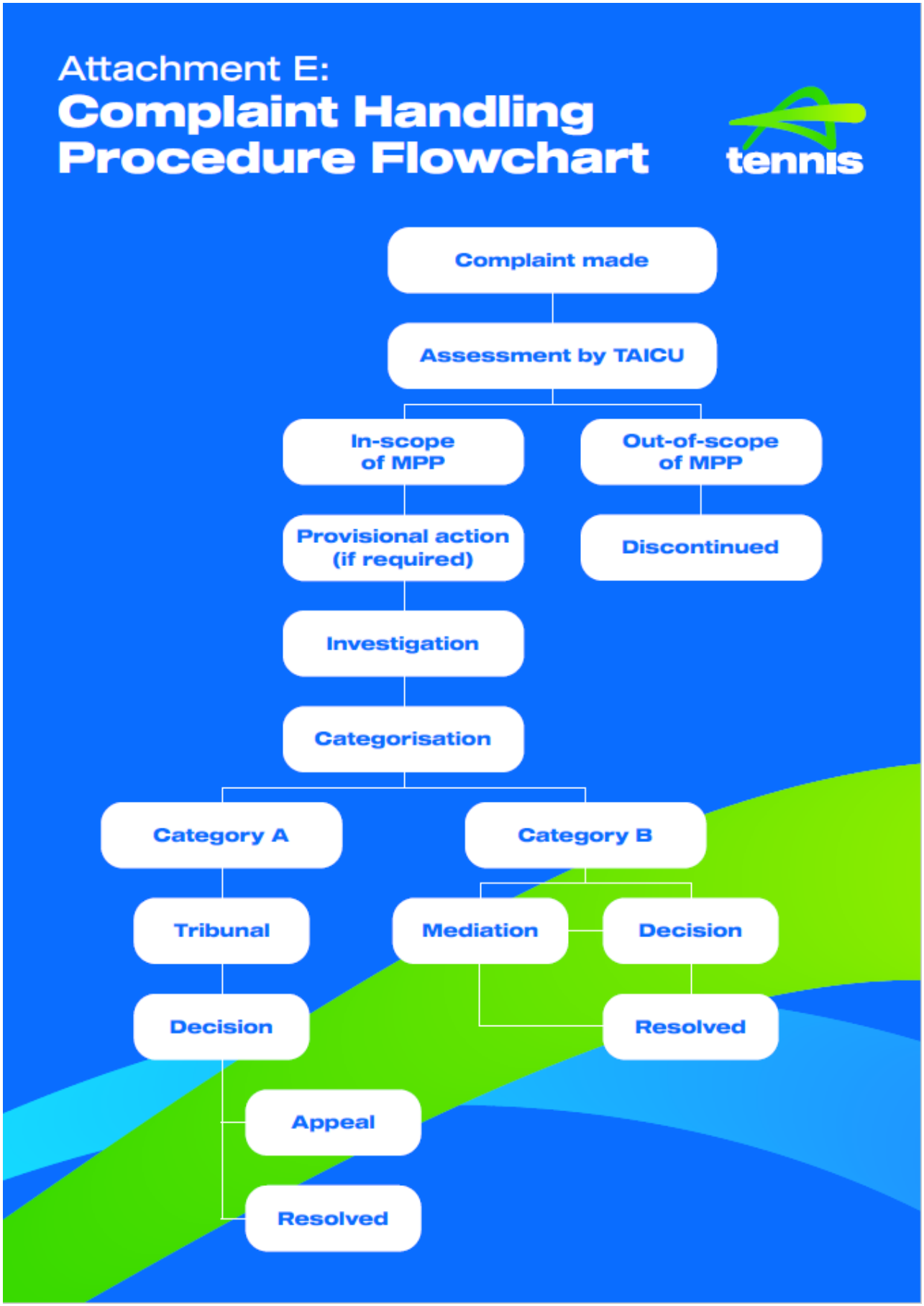
ATTACHMENT D - State/Territory government agency contact details to report alleged Child Abuse

If you believe a child is in immediate risk of harm, contact the Police now by calling **000** (Triple Zero). If there is no immediate risk of harm: call Police Assistance Line on **131 444**.

Australian Capital Territory	
ACT Police https://www.police.act.gov.au	Child & Youth Protection Services (Community Services) Information on how to report child abuse in ACT Ph: 1300 556 729 (24 hours)
New South Wales	
New South Wales Police www.police.nsw.gov.au	Child Protection (Department of Communities and Justice) Information on how to report child abuse in New South Wales Ph: 132 111 (24 hours)
Northern Territory	
Northern Territory Police www.pfes.nt.gov.au	Child Protection & Care (Department of Families and Communities) Information on how to report child abuse in Northern Territory Ph: 1800 700 250 (24 hours)
Queensland	
Queensland Police www.police.qld.gov.au	Department of Child Safety, Seniors and Disability Services Information on how to report child abuse in Queensland Ph: 1800 811 810 or 1800 177 135 (outside of working hours)
South Australia	
South Australia Police https://www.police.sa.gov.au	Department for Child Protection Information on how to report child abuse in South Australia Ph: 131 478 or 131 611 (outside of working hours)
Tasmania	
Tasmania Police www.police.tas.gov.au	Department for Education, Children and Young People Information on how to report child abuse in Tasmania Ph: 1300 000 123 (24 hours)
Victoria	
Victoria Police www.police.vic.gov.au	Department of Families, Fairness and Housing Information on how to report child abuse in Victoria Ph: 131 278 (24 hours)
Western Australia	
Western Australia Police www.police.wa.gov.au	Child Protection (Department of Communities) Information on how to report child abuse in Western Australia Ph: 1800 273 889

Attachment E:

Complaint Handling Procedure Flowchart



ATTACHMENT F - State/Territory Mediation service providers

Jurisdiction	Mediation service provider
Australian Capital Territory	Conflict Resolution Service http://www.crs.org.au/ Ph: (02) 6189 0590
New South Wales	Community Justice Centres http://www.cjc.justice.nsw.gov.au/ Ph: 1800 990 777
Northern Territory	Community Justice Centre https://nt.gov.au/law/processes/mediation/contact-the-community-justice-centre Ph: 1800 000 473
Queensland	Dispute Resolution Centres https://www.qld.gov.au/law/legal-mediation-and-justice-of-the-peace/settling-disputes-out-of-court/dispute-resolution-centres Ph: see website for location specific contact.
South Australia	State Sport Dispute Centre – Sport SA (centre specifically established for sporting clubs) https://www.sportsa.org.au/index.php Ph: (08) 8353 7755
Tasmania	Positive Solutions (endorsed by Legal Aid Tasmania) http://www.positivesolutions.com.au/ Ph: (03) 6223 5612
Victoria	Dispute Settlement Centre of Victoria https://www.disputes.vic.gov.au/ Ph: 1300 372 888
Western Australia	Department of Local Government, Sport and Cultural Industries https://www.dsr.wa.gov.au/contact-us/department-of-sport-and-recreation Ph: see website for location specific contact.

Tennis Australia
Melbourne Park,
Olympic Boulevard
Private Bag 6060, Richmond
Victoria 3121, Australia

SECTION 6 - ANTI-DOPING BY-LAW

AUSTRALIAN NATIONAL ANTI-DOPING POLICY

INTERPRETATION

This Anti-Doping Policy takes effect on 1 January 2021.

In this Anti-Doping Policy, references to the *Sporting Administration Body* are to be read as references to the *Sporting Administration Body* that has approved this policy as the anti-doping policy for their sport in accordance with the rules of their sport. *Sporting Administration Body* references in the policy to the International Federation are references to that *Sporting Administration Body's* International Federation.[1]

WARNING TO *ATHLETES* AND *OTHER PERSONS*

- You are responsible for knowing what the anti-doping rule violations are.
- You must find out which substances and methods are prohibited.
- Ignorance is no excuse.
- You must be aware of the rules in this Anti-Doping Policy.
- This Anti-Doping Policy adopts the strict liability principle.
- *Athletes* are responsible for anything found in their system.
- You must be aware of the sanctions that could be applied to you in this Anti-Doping Policy.

[1] Defined terms are in italics and capitalised. Other words will have either the definition provided for by the *WADA Code*, or if they are not defined they will have their plain English meaning.

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ARTICLE 1 APPLICATION OF ANTI-DOPING POLICY

1.1 Application of the Anti-Doping Policy

This Anti-Doping Policy shall apply to the *Sporting Administration Body* and all its member or affiliate organisations, as well as the board members, directors, officers, specified employees of the *Sport Administration Body* and its member or affiliate organisation, and *Delegated Third Parties* and their employees.

The *Sporting Administration Body* agrees to be bound by the *Sporting Administration Body* Rules as contained in clause 2.04 of the *NAD scheme* as in force from time to time.

1.2 Application to the *Sporting Administration Body*

1.2.1 As a condition of receiving financial and/or other assistance from the Australian Government and/or the Australian Olympic Committee, the *Sporting Administration Body* shall accept and abide by the spirit and terms of *SIA's* Anti-Doping Program and this Anti-Doping Policy, and shall adopt this Anti-Doping Policy into their governing documents, constitution and/or rules as part of the rules of sport that bind their members, *Participants* and *Non-participants*.

1.2.2 Under this Anti-Doping Policy the *Sporting Administration Body* recognises the authority and responsibility of *SIA* under this Anti-Doping Policy and the *SIA Act* and *SIA Regulations* (including carrying out *Testing* and Investigations). The *Sporting Administration Body* shall also recognise, abide by and give effect to the decisions made pursuant to this Anti-Doping Policy, including the decisions of hearing panels imposing sanctions on individuals under their jurisdiction.

1.2.3 Where relevant the *Sporting Administration Body* agrees to be knowledgeable of, comply with, and be bound by the Australian Olympic Committee Anti-Doping By-Law, as in force from time to time and as applicable.[2]

1.2.4 Where relevant in addition to its *Education* obligations under Article 17 of this Anti-Doping Policy, the *Sporting Administration Body* agrees, in collaboration with the Australian Olympic Committee, to inform and educate the *Persons* listed in Articles 1.3.1.1 to 1.3.1.5 as applicable, of their obligations under the Australian

[2] Australian Olympic Committee Anti-Doping By-Law is posted on the Australian Olympic Committee website (www.olympics.com.au under "Reports and Documents" and under "Anti-Doping"). This By-Law applies to any *Sporting Administration Body*, *Athlete* or *Other Person* who falls under the authority of the Australian Olympic Committee.

Olympic Committee Anti-Doping By-Law, as in force from time to time, and of their rights foregone, in return for the privilege to participate in an Olympic sport.

1.2.5 If the *SIA* CEO does not accept *Results Management* responsibility under the *NAD scheme* for a possible anti-doping rule violation, the *Sporting Administration Body* will exercise *SIA's Results Management* functions under this Anti-Doping Policy in respect of that possible anti-doping rule violation.

1.3 Application to *Persons*

1.3.1 This Anti-Doping Policy shall apply to the following *Persons* (including *Minors*), in each case, whether or not such *Person* is a citizen of or (temporary or permanent) resident in Australia:

1.3.1.1 all *Athletes* and *Athlete Support Personnel* who are members of the *Sporting Administration Body* or of any member or affiliate organisation (including any clubs, teams, associations or leagues);

1.3.1.2 all *Athletes* and *Other Persons* who participate in such capacity in *Events*, *Competitions* and other activities organised, convened, authorised or recognised by the *Sporting Administration Body* or any member or affiliate organisation (including any clubs, teams, associations or leagues), wherever held;

1.3.1.3 any other *Athlete* or *Other Person* who, by virtue of an accreditation, a licence or other contractual arrangement, or otherwise, is subject to the jurisdiction of the *Sporting Administration Body* or of any member or affiliate organisation (including any clubs, teams, associations or leagues), for the purposes of anti-doping;

1.3.1.4 all *Athletes* who do not fall within one of these provisions of this Article 1.3.1 but who wish to be eligible to participate in *International Events* or *National Events* must be available for *Testing* under this Anti-Doping Policy. *Athletes* wishing to be eligible to participate in *International Events* must be available for *Testing* for the period of time specified by the International Federation for the relevant sport. *Athletes* wishing to be eligible to participate in *National Events* must be available for *Testing* under this Anti-Doping Policy for at least six (6) months before they will be eligible for such *Events*; and

1.3.1.5 *Recreational Athletes*, i.e. any *Person* who engages or participates in sport or fitness activities for recreational purposes but who would not otherwise compete in *Competitions* or *Events* organised, recognised, or hosted by the *Sporting Administration Body*, or by any affiliated or non-affiliated association, organisation, club, team, or league and who, within the five (5) years prior to committing any anti-doping rule violation, has not been an *International-Level Athlete* (as defined by each International Federation consistent with the *International Standard* for *Testing* and Investigations) or *National-Level Athlete* (as defined by *SIA* or other *National Anti-Doping Organisation* consistent with the *International Standard* for *Testing* and Investigations); has not represented Australia or any other country in an *International Event* in an open category;[3] or has not been included within any *Registered Testing Pool* or other whereabouts information pool maintained by any International Federation, *SIA* or other *National Anti-Doping Organisation.*

1.3.1.6 any *Athlete* or *Other Person* shall be deemed to have agreed to be bound by and comply with this Anti-Doping Policy for a period of six (6) months following the last time the *Athlete* or *Other Person* participated in or was scheduled to participate in any capacity recognised under this Anti-Doping Policy. For clarity, *Athletes* shall remain subject to *Results Management* and unless an *Athlete* has retired, *Athletes* shall remain subject to *Testing* for that six-month period and be subject to any subsequent *Results Management* in accordance with Article 16. The continuation of the application of this Anti-Doping Policy prevails regardless of contract termination, or any other cessation of arrangement with the *Sporting Administration Body*.

1.3.2 This Anti-Doping Policy shall also apply to all *Other Persons* over whom the *Code*, *SIA Act*, *SIA Regulations* and *NAD scheme* give *SIA* jurisdiction in respect of compliance with the anti-doping rules as defined in the *SIA Act*, including all

[3] Comment to *Recreational Athlete*: The term 'open category' is meant to exclude competition that is limited to junior or age group categories.

Athletes who are nationals of or resident in Australia, and all *Athletes* who are present in Australia, whether to compete or to train or otherwise.

1.3.3 *Persons* falling within the scope of Articles 1.3.1 or 1.3.2 are deemed to have accepted and to have agreed to be bound by this Anti-Doping Policy, and to have submitted to the authority of *SIA* and other *Anti-Doping Organisations* under this Anti-Doping Policy and to the jurisdiction of the hearing panels specified in Article 8 and Article 13 to hear and determine cases and appeals brought under this Anti-Doping Policy, as a condition of their membership, accreditation and/or participation in the relevant sport.

1.3.4 Where relevant the *Persons* listed in Articles 1.3.1.1 to 1.3.1.4 agree to be knowledgeable of, comply with, and be bound by the Australian Olympic Committee Anti-Doping By-Law, as in force from time to time and as applicable.[4]

1.4 Interaction between this Policy and the *Sporting Administration Body*'s Disciplinary Rules or Policies

The *Sporting Administration Body* has its own disciplinary rules or policies regulating the conduct of its members, which apply to all *Athletes* or *Other Persons.* These rules or policies cover conduct that either does not constitute an anti-doping rule violation, or conduct that is, or is related to, behaviour that does constitute a possible anti-doping rule violation. Breaches of these rules or policies are managed separately by the *Sporting Administration Body*, including public disclosure, suspension or termination of contracts, and consequential sanctions.

The *Sporting Administration Body*'s disciplinary rules or policies shall not limit or change the effect of this Anti-Doping Policy. Where there is any ambiguity or conflict, this Anti-Doping Policy prevails.

[4] The Australian Olympic Committee Anti-Doping By-Law is posted on the Australian Olympic Committee website (www.olympics.com.au under "The Australian Olympic Committee" and "Athlete Guidelines"). This By-Law applies to any *Sporting Administration Body*, *Athlete* or *Other Person* who falls under the authority of the Australian Olympic Committee.

ARTICLE 2 DEFINITION OF DOPING - ANTI-DOPING RULE VIOLATIONS

Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in Article 2.1 through Article 2.11 of this Anti-Doping Policy.

The purpose of Article 2 is to specify the circumstances and conduct which constitute anti-doping rule violations. Hearings in doping cases will proceed based on the assertion that one or more of these specific rules have been violated.

Athletes or *Other Persons* shall be responsible for knowing what constitutes an anti-doping rule violation and the substances and methods which have been included on the *Prohibited List*.

The following constitute anti-doping rule violations:

2.1 Presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in an *Athlete*'s *Sample*

2.1.1 It is the *Athlete's* personal duty to ensure that no *Prohibited Substance* enters his or her body. *Athletes* are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their *Samples*. Accordingly, it is not necessary that intent, *Fault*, *Negligence* or knowing *Use* on the *Athlete*'s part be demonstrated in order to establish an anti-doping rule violation under Article 2.1.[5]

2.1.2 Sufficient proof of an anti-doping rule violation under Article 2.1 is established by any of the following: presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in the *Athlete*'s A *Sample* where the *Athlete* waives analysis of the B *Sample* and the B *Sample* is not analysed; or, where the *Athlete*'s B *Sample* is analysed and the analysis of the *Athlete*'s B *Sample* confirms the presence of the *Prohibited Substance* or its *Metabolites* or *Markers* found in the *Athlete*'s A *Sample*; or, where the *Athlete*'s A or B *Sample* is split into two (2) parts and the analysis of the confirmation part of the split *Sample* confirms the presence of the *Prohibited Substance* or its *Metabolites* or *Markers* found in the first part of the

[5] Comment to Article 2.1.1: An anti-doping rule violation is committed under this Article without regard to an *Athlete*'s *Fault*. This rule has been referred to in various CAS decisions as 'Strict Liability'. An *Athlete*'s *Fault* is taken into consideration in determining the *Consequences* of this anti-doping rule violation under Article 10. This principle has consistently been upheld by CAS.

split *Sample* or the *Athlete* waives analysis of the confirmation part of the split *Sample*.[6]

2.1.3 Excepting those substances for which a *Decision Limit* is specifically identified in the *Prohibited List* or a *Technical Document,* the presence of any reported quantity of a *Prohibited Substance* or its *Metabolites* or *Markers* in an *Athlete*'s *Sample* shall constitute an anti-doping rule violation.

2.1.4 As an exception to the general rule of Article 2.1, the *Prohibited List*, *International Standards*, or *Technical Documents* may establish special criteria for reporting or the evaluation of certain *Prohibited Substances*.

2.2 *Use* or *Attempted Use* by an *Athlete* of a *Prohibited Substance* or a *Prohibited Method*[7]

2.2.1 It is the *Athlete's* personal duty to ensure that no *Prohibited Substance* enters his or her body and that no *Prohibited Method* is *Used*. Accordingly, it is not necessary that intent, *Fault*, *Negligence* or knowing *Use* on the *Athlete*'s part be demonstrated in order to establish an anti-doping rule violation for *Use* of a *Prohibited Substance* or a *Prohibited Method*.

2.2.2 The success or failure of the *Use* or *Attempted Use* of a *Prohibited Substance* or *Prohibited Method* is not material. It is sufficient that the *Prohibited Substance* or *Prohibited Method* was *Used* or *Attempted* to be *Used* for an anti-doping rule violation to be committed.[8]

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[6] Comment to Article 2.1.2: The *Anti-Doping Organisation* with *Results Management* responsibility may, at its discretion, choose to have the B *Sample* analysed even if the *Athlete* does not request the analysis of the B *Sample*.

[7] Comment to Article 2.2: It has always been the case that *Use* or *Attempted Use* of a *Prohibited Substance* or *Prohibited Method* may be established by any reliable means. As noted in the Comment to Article 3.2, unlike the proof required to establish an anti-doping rule violation under Article 2.1, *Use* or *Attempted Use* may also be established by other reliable means such as admissions by the *Athlete*, witness statements, documentary evidence, conclusions drawn from longitudinal profiling, including data collected as part of the *Athlete Biological Passport*, or other analytical information which does not otherwise satisfy all the requirements to establish 'Presence' of a *Prohibited Substance* under Article 2.1. For example, *Use* may be established based upon reliable analytical data from the analysis of an A *Sample* (without confirmation from an analysis of a B *Sample)* or from the analysis of a B *Sample* alone where the *Anti-Doping Organisation* provides a satisfactory explanation for the lack of confirmation in the other *Sample.*

[8] Comment to Article 2.2.2: Demonstrating the '*Attempted Use*' of a *Prohibited Substance* or a *Prohibited Method* requires proof of intent on the *Athlete*'s part. The fact that intent may be required to prove this particular anti-doping rule violation does not undermine the *Strict Liability* principle established for violations of Article 2.1 and violations of Article 2.2 in respect of *Use* of a *Prohibited Substance* or *Prohibited Method*. An *Athlete*'s *Use* of a *Prohibited Substance* constitutes an anti-doping rule violation unless such Substance is not prohibited *Out-of-Competition* and the *Athlete*'s *Use* takes place *Out-of-Competition*. (However, the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Sample* collected *In-Competition* is a violation of Article 2.1 regardless of when that Substance might have been administered.)

2.3 Evading, Refusing or Failing to Submit to *Sample* Collection by an *Athlete*

Evading *Sample* collection; or refusing or failing to submit to *Sample* collection without compelling justification after notification by a duly authorised *Person*.[9]

2.4 Whereabouts Failures by an *Athlete*

Any combination of three (3) missed tests and/or filing failures, as defined in the *International Standard* for *Results Management*, within a twelve-month period by an *Athlete* in a *Registered Testing Pool*.

2.5 *Tampering* or *Attempted Tampering* with any part of *Doping Control* by an *Athlete or Other Person*

2.6 *Possession* of a *Prohibited Substance* or a *Prohibited Method* by an *Athlete* or *Athlete Support Person*

2.6.1 *Possession* by an *Athlete In-Competition* of any *Prohibited Substance* or any *Prohibited Method*, or *Possession* by an *Athlete Out-of-Competition* of any *Prohibited Substance* or any *Prohibited Method* which is prohibited *Out-of-Competition* unless the *Athlete* establishes that the *Possession* is consistent with a *Therapeutic Use Exemption* (*TUE*) granted in accordance with Article 4.4 or other acceptable justification.

2.6.2 *Possession* by an *Athlete Support Person In-Competition* of any *Prohibited Substance* or any *Prohibited Method*, or *Possession* by an *Athlete Support Person Out-of-Competition* of any *Prohibited Substance* or any *Prohibited Method* which is prohibited *Out-of-Competition* in connection with an *Athlete*, *Competition* or training, unless the *Athlete Support Person* establishes that the *Possession* is consistent with a *TUE* granted to an *Athlete* in accordance with Article 4.4 or other acceptable justification.[10]

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[9] Comment to Article 2.3: For example, it would be an anti-doping rule violation of 'evading *Sample* collection' if it were established that an *Athlete* was deliberately avoiding a *Doping Control* official to evade notification or *Testing*. A violation of 'failing to submit to *Sample* collection' may be based on either intentional or negligent conduct of the *Athlete*, while 'evading' or 'refusing' *Sample* collection contemplates intentional conduct by the *Athlete*.

[10] Comments to Articles 2.6.1 and 2.6.2: Acceptable justification would not include, for example, buying or *Possessing a Prohibited Substance* for purposes of giving it to a friend or relative, except under justifiable medical circumstances where that *Person* had a physician's prescription, for example, buying Insulin for a diabetic child. Acceptable justification may include, for example, (a) an *Athlete* or a team doctor carrying *Prohibited Substance*s or *Prohibited Method*s for dealing with acute and emergency situations (e.g. an epinephrine auto-injector), or (b) an *Athlete Possessing* a *Prohibited Substance* or *Prohibited Method* for therapeutic reasons shortly prior to applying for and receiving a determination on a *TUE*.

2.7 *Trafficking* or *Attempted Trafficking* in any *Prohibited Substance* or *Prohibited Method* by an *Athlete* or *Other Person*

2.8 *Administration* or *Attempted Administration* by any *Athlete* or *Other Person* to any *Athlete In-Competition* of any *Prohibited Substance* or *Prohibited Method*, or *Administration* or *Attempted Administration* to any *Athlete Out-of-Competition* of any *Prohibited Substance* or any *Prohibited Method* that is prohibited *Out-of-Competition*

2.9 Complicity or *Attempted* Complicity by an *Athlete* or *Other Person*

Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity or *Attempted* complicity involving an anti-doping rule violation, *Attempted* anti-doping rule violation or violation of Article 10.14.1 by another *Person*.[11]

2.10 Prohibited Association by an *Athlete* or *Other Person*

2.10.1 Association by an *Athlete* or *Other Person* subject to the authority of an *Anti-Doping Organisation* in a professional or sport-related capacity with any *Athlete Support Person* who:

2.10.1.1 If subject to the authority of an *Anti-Doping Organisation*, is serving a period of *Ineligibility*; or

2.10.1.2 If not subject to the authority of an *Anti-Doping Organisation*, and where *Ineligibility* has not been addressed in a *Results Management* process pursuant to *the Code*, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if *Code*-compliant rules had been applicable to such *Person*. The disqualifying status of such *Person* shall be in force for the longer of six (6) years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or

2.10.1.3 Is serving as a front or intermediary for an individual described in Article 2.10.1.1 or 2.10.1.2.

2.10.2 To establish a violation of Article 2.10, an *Anti-Doping Organisation* must establish that the *Athlete* or *Other Person* knew of the *Athlete Support Person's* disqualifying status.

The burden shall be on the *Athlete* or *Other Person* to establish that any association with an *Athlete Support Person* described in Article 2.10.1.1 or 2.10.1.2 is not in a

[11] Comment to Article 2.9: Complicity or *Attempted* Complicity may include either physical or psychological assistance.

professional or sport-related capacity and/or that such association could not have been reasonably avoided.

Anti-Doping Organisations that are aware of *Athlete Support Personnel* who meet the criteria described in Article 2.10.1.1, 2.10.1.2, or 2.10.1.3 shall submit that information to *WADA*.[12]

2.11 Acts by an *Athlete* or *Other Person* to Discourage or Retaliate Against Reporting to Authorities

Where such conduct does not otherwise constitute a violation of Article 2.5:

2.11.1 Any act which threatens or seeks to intimidate another *Person* with the intent of discouraging the *Person* from the good-faith reporting of information that relates to an alleged anti-doping rule violation or alleged non-compliance with the *Code* to *WADA*, an *Anti-Doping Organisation*, law enforcement, regulatory or professional disciplinary body, hearing body or *Person* conducting an investigation for *WADA* or an *Anti-Doping Organisation*.

2.11.2 Retaliation against a *Person* who, in good faith, has provided evidence or information that relates to an alleged anti-doping rule violation or alleged non-compliance with the *Code* to *WADA*, an *Anti-Doping Organisation*, law enforcement, regulatory or professional disciplinary body, hearing body or *Person* conducting an investigation for *WADA* or an *Anti-Doping Organisation*.[13]

For purposes of Article 2.11, retaliation, threatening and intimidation include an act taken against such *Person* either because the act lacks a good faith basis or is a disproportionate response.[14]

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[12] Comment to Article 2.10: *Athletes* and *Other Persons* must not work with coaches, trainers, physicians or other *Athlete Support Personnel* who are *Ineligible* on account of an anti-doping rule violation or who have been criminally convicted or professionally disciplined in relation to doping. This also prohibits association with any other *Athlete* who is acting as a coach or *Athlete Support Person* while serving a period of *Ineligibility*. Some examples of the types of association which are prohibited include: obtaining training, strategy, technique, nutrition or medical advice; obtaining therapy, treatment or prescriptions; providing any bodily products for analysis; or allowing the *Athlete Support Person* to serve as an agent or representative. *Prohibited association* need not involve any form of compensation.

While Article 2.10 does not require the *Anti-Doping Organisation* to notify the *Athlete* or *Other Person* about the *Athlete Support Person's* disqualifying status, such notice, if provided, would be important evidence to establish that the *Athlete* or *Other Person* knew about the disqualifying status of the *Athlete Support Person*.

[13] Comment to Article 2.11.2: This Article is intended to protect *Persons* who make good faith reports, and does not protect *Persons* who knowingly make false reports.

[14] Comment to Article 2.11.2: Retaliation would include, for example, actions that threaten the physical or mental well-being or economic interests of the reporting *Persons*, their families or associates. Retaliation would not include an *Anti-Doping Organisation* asserting in good faith an anti-doping rule violation against the reporting *Person*. For purposes of Article 2.11, a report is not made in good faith where the *Person* making the report knows the report to be false.

ARTICLE 3 PROOF OF DOPING

3.1 Burdens and Standards of Proof

The *Anti-Doping Organisation* shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether the *Anti-Doping Organisation* has established an anti-doping rule violation to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where this Anti-Doping Policy places the burden of proof upon the *Athlete* or *Other Person* alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, except as provided in Articles 3.2.2 and 3.2.3, the standard of proof shall be by a balance of probability.[15]

3.2 Methods of Establishing Facts and Presumptions

Facts related to anti-doping rule violations may be established by any reliable means, including admissions.[16] The following rules of proof shall be applicable in doping cases:

3.2.1 Analytical methods or *Decision Limits* approved by *WADA* after consultation within the relevant scientific community or which have been the subject of peer review are presumed to be scientifically valid. Any *Athlete* or *Other Person* seeking to challenge whether the conditions for such presumption have been met or to rebut this presumption of scientific validity shall, as a condition precedent to any such challenge, first notify *WADA* of the challenge and the basis of the challenge. The initial hearing body, appellate body or *CAS*, on its own initiative, may also inform *WADA* of any such challenge. Within ten (10) days of *WADA's* receipt of such notice and the case file related to such challenge, *WADA* shall also have the right to intervene as a party, appear as amicus curiae or otherwise provide evidence in such proceeding.[17] In cases before *CAS*, at *WADA's* request, the *CAS* panel shall

[15] Comment to Article 3.1: This standard of proof required to be met by the *Anti-Doping Organisation* is comparable to the standard which is applied in most countries to cases involving professional misconduct.

[16] Comment to Article 3.2: For example, an *Anti-Doping Organisation* may establish an anti-doping rule violation under Article 2.2 based on the *Athlete*'s admissions, the credible testimony of third *Persons*, reliable documentary evidence, reliable analytical data from either an A or B *Sample* as provided in the Comments to Article 2.2, or conclusions drawn from the profile of a series of the *Athlete*'s blood or urine *Samples*, such as data from the *Athlete Biological Passport*.

[17] Comment to Article 3.2.1: For certain *Prohibited Substances*, *WADA* may instruct *WADA*-accredited laboratories not to report *Samples* as an *Adverse Analytical Finding* if the estimated concentration of the *Prohibited Substance* or its *Metabolites* or *Markers* is below a *Minimum Reporting Level*. *WADA*'s decision in determining that *Minimum Reporting Level* or in determining which *Prohibited Substances* should be subject to *Minimum Reporting Levels* shall not be subject to challenge. Further, the laboratory's estimated concentration of such *Prohibited Substance* in a *Sample* may only be an estimate. In no event shall the possibility that the exact concentration of the *Prohibited Substance* in the *Sample* may be below the *Minimum Reporting Level* constitute a defence to an anti-doping rule violation based on the presence of that *Prohibited Substance* in the *Sample*.

appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge.

3.2.2 *WADA*-accredited laboratories, and other laboratories approved by *WADA*, are presumed to have conducted *Sample* analysis and custodial procedures in accordance with the *International Standard* for Laboratories. The *Athlete* or *Other Person* may rebut this presumption by establishing that a departure from the *International Standard* for Laboratories occurred which could reasonably have caused the *Adverse Analytical Finding*. If the *Athlete* or *Other Person* rebuts the preceding presumption by showing that a departure from the *International Standard* for Laboratories occurred which could reasonably have caused the *Adverse Analytical Finding*, then the *Anti-Doping Organisation* shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding.*[18]

3.2.3 Departures from any other *International Standard* or other anti-doping rule or policy set forth in the *Code* or in this Anti-Doping Policy shall not invalidate analytical results or other evidence of an anti-doping rule violations, and shall not constitute a defence to an anti-doping rule violation;[19] provided, however, if the *Athlete* or *Other Person* establishes that a departure from one of the specific *International Standard* provisions listed below could reasonably have caused an anti-doping rule violation based on an *Adverse Analytical Finding* or whereabouts failure, then the *Anti-Doping Organisation* shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding* or the whereabouts failure:

(i) a departure from the *International Standard* for *Testing* and Investigations related to *Sample* collection or *Sample* handling which could reasonably have caused an anti-doping rule violation based on an *Adverse Analytical Finding*, in which case the *Anti-*

[18] Comment to Article 3.2.2: The burden is on the *Athlete* or *Other Person* to establish, by a balance of probability, a departure from the *International Standard* for Laboratories that could reasonably have caused the *Adverse Analytical Finding*. Thus, once the *Athlete* or *Other Person* establishes the departure by a balance of probability, the *Athlete* or *Other Person's* burden on causation is the somewhat lower standard of proof– "could reasonably have caused." If the *Athlete* or *Other Person* satisfies these standards, the burden shifts to the *Anti-Doping Organisation* to prove to the comfortable satisfaction of the hearing panel that the departure did not cause the *Adverse Analytical Finding*.

[19] Comment to Article 3.2.3: Departures from an *International Standard* or other rule unrelated to *Sample* collection or handling, *Adverse Passport Finding*, or *Athlete* notification relating to whereabouts failure or B *Sample* opening – e.g., the *International Standard* for *Education, International Standard* for the Protection of Privacy and Personal Information or *International Standard* for *Therapeutic Use Exemptions* – may result in compliance proceedings by *WADA* but are not a defence in an anti-doping rule violation proceeding and are not relevant on the issue of whether the *Athlete* committed an anti-doping rule violation. Similarly, the Anti-Doping Organisation's violation of the document referenced in Article 20.7.7 of the *Code* (the Athletes' Anti-Doping Rights Act) shall not constitute a defence to an anti-doping rule violation.

Doping Organisation shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding*;

(ii) a departure from the *International Standard* for *Results Management* or *International Standard* for *Testing* and Investigations related to an *Adverse Passport Finding* which could reasonably have caused an anti-doping rule violation, in which case the *Anti-Doping Organisation* shall have the burden to establish that such departure did not cause the anti-doping rule violation;

(iii) a departure from the *International Standard* for *Results Management* related to the requirement to provide notice to the *Athlete* of the B *Sample* opening which could reasonably have caused an anti-doping rule violation based on an *Adverse Analytical Finding*, in which case the *Anti-Doping Organisation* shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding*;[20]

(iv) a departure from the *International Standard* for *Results Management* related to *Athlete* notification which could reasonably have caused an anti-doping rule violation based on a whereabouts failure, in which case the *Anti-Doping Organisation* shall have the burden to establish that such departure did not cause the whereabouts failure.

3.2.4 The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the *Athlete* or *Other Person* to whom the decision pertained of those facts unless the *Athlete* or *Other Person* establishes that the decision violated principles of natural justice.

3.2.5 The hearing panel in a hearing on an anti-doping rule violation may draw an inference adverse to the *Athlete* or *Other Person* who is asserted to have committed an anti-doping rule violation based on the *Athlete*'s or *Other Person's* refusal, after a request made in a reasonable time in advance of the hearing, to

[20] Comment to Article 3.2.3 (iii): the *Anti-Doping Organisation* would meet its burden to establish that such departure did not cause the *Adverse Analytical Finding* by showing that, for example, the B *Sample* opening and analysis were observed by an independent witness and no irregularities were observed.

appear at the hearing (either in person or telephonically as directed by the hearing panel) and to answer questions from the hearing panel or the *Anti-Doping Organisation* asserting the anti-doping rule violation.

ARTICLE 4 THE *PROHIBITED LIST*

4.1 Incorporation of the *Prohibited List*

This Anti-Doping Policy incorporates the *Prohibited List* which is published and revised by *WADA* as described in Article 4.1 of the *Code* as in force from time to time.

Unless provided otherwise in the *Prohibited List* and/or a revision, the *Prohibited List* and revisions shall go into effect under this Anti-Doping Policy three (3) months after publication by *WADA* without requiring any further action by the *Anti-Doping Organisation*. All *Athletes* and *Other Persons* shall be bound by the *Prohibited List*, and any revisions thereto, from the date they go into effect, without further formality. It is the responsibility of all *Athletes* and *Other Persons* to familiarise themselves with the most up-to-date version of the *Prohibited List* and all revisions thereto.[21]

4.2 *Prohibited Substances* and *Prohibited Methods* Identified on the *Prohibited List*

4.2.1 *Prohibited Substances* and *Prohibited Methods*

The *Prohibited List* shall identify those *Prohibited Substances* and *Prohibited Methods* which are prohibited as doping at all times (both *In-Competition* and *Out-of-Competition*) because of their potential to enhance performance in future *Competitions* or their masking potential, and those substances and methods which are prohibited *In-Competition* only. The *Prohibited List* may be expanded by *WADA* for a particular sport. *Prohibited Substances* and *Prohibited Methods* may be included in the *Prohibited List* by general category (for example, anabolic agents) or by specific reference to a particular substance or method.[22]

4.2.2 *Specified Substances* or *Specified Methods*

For purposes of the application of Article 10, all *Prohibited Substances* shall be *Specified Substances* except as identified on the *Prohibited List*. No *Prohibited*

[21] Comment to Article 4.1: The current *Prohibited List* is available on *WADA*'s website at https://www.wada-ama.org. The *Prohibited List* will be revised and published on an expedited basis whenever the need arises. However, for the sake of predictability, a new *Prohibited List* will be published every year whether or not changes have been made

[22] Comment to Article 4.2.1: *Out-of-Competition Use* of a substance which is only prohibited *In-Competition* is not an anti-doping rule violation unless an *Adverse Analytical Finding* for the substance or its *Metabolites* or *Markers* is reported for a *Sample* collected *In-Competition*.

Method shall be a *Specified Method* unless it is specifically identified as a *Specified Method* on the *Prohibited List*.[23]

4.2.3 *Substances of Abuse*

For purposes of applying Article 10, *Substances of Abuse* shall include those *Prohibited Substances* which are specifically identified as *Substances of Abuse* on the *Prohibited List* because they are frequently abused in society outside of the context of sport.

4.3 *WADA's* Determination of the *Prohibited List*

WADA's determination of the *Prohibited Substances* and *Prohibited Methods* that will be included on the *Prohibited List*, the classification of substances into categories on the *Prohibited List*, the classification of a substance as prohibited at all times or *In-Competition* only, the classification of a substance or method as a *Specified Substance*, *Specified Method* or *Substance of Abuse* is final and shall not be subject to challenge by an *Athlete* or *Other Person* including, but not limited to, any challenge based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk or violate the spirit of sport.

4.4 *Therapeutic Use Exemptions* (*TUEs*)

4.4.1 The presence of a *Prohibited Substance* or its *Metabolites* or *Markers*, and/or the *Use* or *Attempted Use*, *Possession* or *Administration* or *Attempted Administration* of a *Prohibited Substance* or *Prohibited Method* shall not be considered an anti-doping rule violation if it is consistent with the provisions of a *TUE* granted in accordance with the *International Standard* for *Therapeutic Use Exemptions*.

4.4.2 The *TUE Committee* for Australia is the *Australian Sports Drug Medical Advisory Committee* (*ASDMAC*), the membership and operation of which is described in the *SIA Act* and *SIA Regulations*. Unless otherwise specified by *ASDMAC* in a notice posted on its website, any *National-Level Athlete* who needs to *Use* a *Prohibited Substance* or *Prohibited Method* for therapeutic purposes should apply to *ASDMAC* for a *TUE* as soon as the need arises and in any event (or where Articles 4.1 or 4.3 of the *International Standard* for *Therapeutic Use Exemptions* applies in regard to retroactive *TUEs*) at least 30 days before the *Athlete*'s next *Competition*, by completing the form at www.sportintegrity.gov.au with assistance

[23] Comment to Article 4.2.2: The *Specified Substances* and *Specified Methods* identified in Article 4.2.2 should not in any way be considered less important or less dangerous than other doping substances or methods. Rather, they are simply substances and methods which are more likely to have been consumed or used by an *Athlete* for a purpose other than the enhancement of sport performance.

from their doctor. *ASDMAC* will consider applications for the grant of *TUE*s. *ASDMAC* shall promptly evaluate and decide upon the application in accordance with the relevant provisions of the *International Standard* for *Therapeutic Use Exemption*s and the specific *ASDMAC* protocols posted on the *TUE* section of www.sportintegrity.gov.au. *ASDMAC*'s decision shall be final (except as outlined in Article 4.4.6) and where *ASDMAC* has granted a *TUE*, the decision shall be reported to *WADA* and other relevant *Anti-Doping Organisations* in accordance with the *International Standard* for *Therapeutic Use Exemption*s. *ASDMAC* will consider applications for the grant of *TUE*s. *ASDMAC* shall promptly evaluate and decide upon the application in accordance with the relevant provisions of the *International Standard* for *Therapeutic Use Exemption*s and the specific *ASDMAC* protocols posted on the *TUE* section of www.sportintegrity.gov.au. *ASDMAC*'s decision shall be final (except as outlined in Article 4.4.6) and where *ASDMAC* has granted a *TUE*, the decision shall be reported to *WADA* and other relevant *Anti-Doping Organisations* in accordance with the *International Standard* for *Therapeutic Use Exemption*s.[24] [25]

4.4.3 Retroactive *TUE* Applications

If an *Anti-Doping Organisation* chooses to test an *Athlete* who is not an *International-Level* or a *National-Level Athlete*, and that *Athlete* was not required to obtain a *TUE* in advance in accordance with Article 4.4.2, the *Athlete* may apply for a retroactive *TUE* for any *Prohibited Substance* or *Prohibited Method* that they are *Using* for therapeutic reasons.

4.4.4 *TUE* Recognition

A *TUE* granted by *ASDMAC* is valid at any national level in any country and does not need to be formally recognised by any other *National Anti-Doping Organisation*.

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[24] Comment to Article 4.4.2: In accordance with Article 5.1 of the *International Standard* for *Therapeutic Use Exemptions*, *ASDMAC* may decline to consider advance applications for *TUE*s from *National-Level Athletes* in sports that are not prioritised by *SIA* in its test distribution planning. In that case *ASDMAC* must permit any such *Athlete* who is subsequently tested to apply for a retroactive *TUE*. Additionally, ASDMAC must publicise such a policy on its website for the benefit of affected *Athletes*.

[25] Comment to Article 4.4.2: The submission of false or misleading information in support of a *TUE* application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another *Anti-Doping Organisation* for such a *TUE*) may result in a charge of *Tampering* or *Attempted Tampering* under Article 2.5.
An *Athlete* should not assume that his/her application for grant or recognition of a *TUE* (or for renewal of a *TUE*) will be granted. Any *Use* or *Possession* or *Administration* of a *Prohibited Substance* or *Prohibited Method* before an application has been granted is entirely at the *Athlete*'s own risk.

However, it is not automatically valid if the *Athlete* becomes an *International-Level Athlete* or competes in an *International Event*, unless it is recognised by the relevant International Federation or *Major Event Organisation* in accordance with the *International Standard* for *Therapeutic Use Exemptions* as follows:

4.4.4.1 Where the *Athlete* already has a *TUE* granted by *ASDMAC* for the substance or method in question, unless their *TUE* will be automatically recognised by the International Federation or *Major Event Organisation*, the *Athlete* shall apply to their International Federation or to the *Major Event Organisation* to recognise that *TUE*. If that *TUE* meets the criteria set out in the *International Standard* for *Therapeutic Use Exemption*s, then the International Federation or *Major Event Organisation* must recognise it.

If the International Federation or *Major Event Organisation* considers that the *TUE* granted by *ASDMAC* does not meet those criteria and so refuses to recognise it, the International Federation or *Major Event Organisation* shall promptly notify the *Athlete* and *ASDMAC* with reasons.

International Federations

Where the International Federation has refused to recognise the *TUE* granted by *ASDMAC*, the *Athlete* and *ASDMAC* shall have twenty one (21) days from such notification to refer the matter to *WADA* for review.

If the matter is referred to *WADA* for review in accordance with Article 4.4.6, the *TUE* granted by *ASDMAC* remains valid for national-level *Competition* and *Out-of-Competition Testing* (but is not valid for international-level *Competition*) pending *WADA's* decision.

If the matter is not referred to *WADA* for review, *ASDMAC* must determine whether the original *TUE* that it granted should nevertheless remain valid for national-level *Competition* and *Out-of-Competition Testing* (provided that the *Athlete* ceases to be an *International-Level Athlete* and does not participate in international-level *Competition*). Pending *ASDMAC's* decision, the *TUE* remains valid for national-level *Competition* and *Out-of-*

Competition Testing (but is not valid for international-level *Competition*).[26]

Major Event Organisations

A decision by a *Major Event Organisation* not to recognise or not to grant a *TUE* may be appealed by the *Athlete* exclusively to an independent body established or appointed by the *Major Event Organisation* for that purpose. If the *Athlete* does not appeal (or the appeal is unsuccessful), the *Athlete* may not *Use* the substance or method in question in connection with the *Event*, but any *TUE* granted by the *Athlete's National Anti-Doping Organisation* or International Federation for that substance or method remains valid outside of that *Event*.

4.4.4.2 If the *Athlete* does not already have a *TUE* granted by *ASDMAC* for the substance or method in question, the *Athlete* must apply directly to the International Federation for a *TUE* in accordance with the process set out in the *International Standard* for *Therapeutic Use Exemptions* as soon as the need arises. If the International Federation denies the *Athlete*'s application, it shall notify the *Athlete* promptly, with reasons.

If the International Federation grants the *Athlete's* application, it shall notify the *Athlete* and *ASDMAC*. If *ASDMAC* considers that the *TUE* granted by the International Federation does not meet the criteria set out in the *International Standard* for *Therapeutic Use Exemptions*, it has twenty one (21) days from such notification to refer the matter to *WADA* for review.

If *ASDMAC* refers the matter to *WADA* for review, the *TUE* granted by the International Federation remains valid for international-

[26] Comment to Article 4.4.4.1: Further to Articles 5.6 and 7.1(a) of the *International Standard* for *Therapeutic Use Exemptions*, an International Federation must publish and keep updated a notice on its website that sets out clearly (1) which *Athletes* under its authority are required to apply to it for a *TUE*, (2) which *TUE* decisions of other *Anti-Doping Organisations* it will automatically recognise in lieu of such application and (3) which *TUE* decisions of other *Anti-Doping Organisations* will have to be submitted to it for recognition. If an *Athlete's TUE* falls into a category of automatically recognised *TUEs*, then he/she does not need to apply to his or her International Federation for recognition of that *TUE*.
In accordance with the requirements of the *International Standard* for *Therapeutic Use Exemptions*, *ASDMAC* will help *Athletes* determine when they need to submit *TUEs* granted by *ASDMAC* to an International Federation or *Major Event Organisation* for recognition and will guide and support those *Athletes* through the recognition process.
If an International Federation refuses to recognise a *TUE* granted by *ASDMAC* only because medical records or other information are missing that are needed to demonstrate satisfaction of the criteria in the *International Standard* for *Therapeutic Use Exemptions*, the matter should not be referred to *WADA*. Instead, the file should be completed and re-submitted to the International Federation.

level *Competition* and *Out-of-Competition Testing* (but is not valid for national-level *Competition*) pending *WADA's* decision.

If *ASDMAC* does not refer the matter to *WADA* for review, the *TUE* granted by the International Federation becomes valid for national-level *Competition* as well when the twenty one (21) day review deadline expires.[27]

4.4.5 Expiration, Withdrawal or Reversal of a *TUE*

4.4.5.1 A *TUE* granted pursuant to this Anti-Doping Policy: (a) shall expire automatically at the end of any term for which it was granted, without the need for any further notice or other formality; (b) will be withdrawn if the *Athlete* does not promptly comply with any requirements or conditions imposed by *ASDMAC* upon grant of the *TUE*; (c) may be withdrawn by *ASDMAC* if it is subsequently determined that the criteria for grant of a *TUE* are not in fact met; or (d) may be reversed on review by *WADA* or on appeal.

4.4.5.2 In such event, the *Athlete* shall not be subject to any *Consequences* based on their *Use* or *Possession* or *Administration* of the *Prohibited Substance* or *Prohibited Method* in question in accordance with the *TUE* prior to the effective date of expiry, withdrawal or reversal of the *TUE*. The review pursuant to Article 5.1.1.1 of the *International Standard* for *Results Management* of an *Adverse Analytical Finding*, reported shortly after the *TUE* expiry, withdrawal, or reversal, shall include consideration of whether such finding is consistent with *Use* of the *Prohibited Substance* or *Prohibited Method* prior to that date, in which event no anti-doping rule violation shall be asserted.

4.4.6 Reviews and appeals of *TUE* decisions

4.4.6.1 If *ASDMAC* denies an application for a *TUE*, the *Athlete* may appeal exclusively to the *ASDMAC* review members, as described in the *SIA Act* and *SIA Regulations*.

[27] Comment to Article 4.4.4.2: The International Federation and *ASDMAC* may agree that *ASDMAC* will consider *TUE* applications on behalf of the International Federation.

4.4.6.2 *WADA* shall review any decision by an International Federation not to recognise a *TUE* granted by *ASDMAC* that is referred to *WADA* by the *Athlete* or *ASDMAC*. In addition, *WADA* must review an International Federation's decision to grant a *TUE* that is referred to *WADA* by *ASDMAC*. *WADA* may review any other *TUE* decisions at any time, whether upon request by those affected or on its own initiative. If the *TUE* decision being reviewed meets the criteria set out in the *International Standard* for *Therapeutic Use Exemption*s, *WADA* will not interfere with it. If the *TUE* decision does not meet those criteria, *WADA* will reverse it.[28]

4.4.6.3 Any *TUE* decision by an International Federation (or by *ASDMAC* where it has agreed to consider the application on behalf of an International Federation) that is not reviewed by *WADA*, or that is reviewed by *WADA* but is not reversed upon review, may be appealed by the *Athlete* or *ASDMAC* exclusively to *CAS*, in accordance with Article 13.[29]

4.4.6.4 A decision by *WADA* to reverse a *TUE* decision may be appealed by the *Athlete*, *ASDMAC* and/or the International Federation affected exclusively to *CAS*, in accordance with Article 13.

4.4.6.5 A failure to render a decision within a reasonable time on a properly submitted application for the grant or recognition of a *TUE* or for review of a *TUE* decision shall be considered a denial of the application thus triggering the applicable rights of review or appeal.

[28] Comment to Article 4.4.6.2: *WADA* shall be entitled to charge a fee to cover the costs of: (a) any review it is required to conduct in accordance with Article 4.4.6; and (b) any review it chooses to conduct, where the decision being reviewed is reversed.

[29] Comment to Article 4.4.6.3: In such cases, the decision being appealed is the International Federation's *TUE* decision, not *WADA's* decision not to review the *TUE* decision or (having reviewed it) not to reverse the *TUE* decision. However, the time to appeal the *TUE* decision does not begin to run until the date that *WADA* communicates its decision. In any event, whether the decision has been reviewed by *WADA* or not, *WADA* shall be given notice of the appeal so that it may participate if it sees fit.

ARTICLE 5 *TESTING* AND INVESTIGATIONS

5.1 Purpose of *Testing* and Investigations[30]

Testing and investigations may be undertaken for any anti-doping purpose. They shall be conducted in conformity with the provisions of the *International Standard* for *Testing* and Investigations and (where relevant) the requirements of the *SIA Act*, *SIA Regulations* and *NAD scheme*, including the Australian Government Investigations Standards.

5.1.1 All *Athletes* must comply with any request for *Testing* by an *Anti-Doping Organisation* with *Testing* jurisdiction, including *SIA*. *Testing* shall be undertaken to obtain analytical evidence as to whether the *Athlete* has violated Article 2.1 (*Presence* of a *Prohibited Substance* or its *Metabolites* or *Markers* in an *Athlete's Sample*) or Article 2.2 (*Use* or *Attempted Use* by an *Athlete* of a *Prohibited Substance* or a *Prohibited Method*).

5.1.2 *SIA* may obtain, assess and process anti-doping intelligence from all available sources, to inform the development of an effective, intelligent and proportionate test distribution plan, to plan *Target Testing*, and/or to form the basis of an investigation into a possible anti-doping rule violation(s).

5.1.3 The *Sporting Administration Body* will refer all information and intelligence relating to all instances of possible anti-doping rule violations under this Anti-Doping Policy to *SIA* and cooperate with any investigation by *SIA* as required.

5.2 Authority to Test

5.2.1 Any *Athlete* may be required to provide a *Sample* at any time and at any place by any *Anti-Doping Organisation* with *Testing Authority* over him or her. Subject to the jurisdictional limitations for *Event Testing* set out in Article 5.3 of the *Code*, *SIA* shall have *In-Competition* and *Out-of-Competition Testing Authority* over all of the *Athletes* falling within the scope of Article 1.3.

5.2.1.1 The International Federation shall have *In-Competition* and *Out-of-Competition Testing Authority* over all *Athletes* who are subject to its rules, including those who participate in *International Events* or who participate in *Events* governed by the rules of the International Federation, or who are members or licence holders

[30] Comment to Article 5.1: Where *Testing* is conducted for anti-doping purposes, the analytical results and data may be used for other legitimate purposes under the *Anti-Doping Organisation's* rules. See example in comment to Article 23.2.2 of the *Code* (at footnote 115).

of the International Federation or the *Sporting Administration Body*, or their member organisations or affiliates.

5.2.2 For the avoidance of doubt, *SIA* may require any *Athlete* over whom it has *Testing Authority* (including any *Athlete* serving a period of *Ineligibility*) to provide a *Sample* at any time and at any place.[31]

5.2.3 *WADA* shall have *In-Competition* and *Out-of-Competition Testing Authority* as set out in Article 20.7.10 of the *Code*.

5.2.4 If the International Federation or *Major Event Organisation* delegates or contracts any part of *Testing* to *SIA* (directly or through a *National Federation*), *SIA* may collect additional *Sample*s or direct the laboratory to perform additional types of analysis at *SIA's* expense. If additional *Sample*s are collected or additional types of analysis are performed, the International Federation or *Major Event Organisation* shall be notified.

5.2.5 Where another *Anti-Doping Organisation* with *Testing Authority* over an *Athlete* who is subject to this Anti-Doping Policy conducts *Testing* on that *Athlete*, then, where agreed with that other *Anti-Doping Organisation* or otherwise provided in Article 7 of *the Code*, *SIA* may bring proceedings against the *Athlete* pursuant to this Anti-Doping Policy for any anti-doping rule violation(s) arising in relation to such *Testing*.

5.3 *Event Testing*

5.3.1 Except as provided below, only a single organisation shall have authority to conduct *Testing* at *Event Venue*s during an *Event Period*. At *International Event*s held in Australia, the international organisation which is the ruling body for the *Event* shall have authority to conduct *Testing*. At *National Event*s held in Australia, *SIA* shall have authority to conduct *Testing*. At the request of the ruling body for an *Event*, any *Testing* conducted during the *Event Period* outside of the *Event Venue*s shall be coordinated with that ruling body.

5.3.2 If an *Anti-Doping Organisation* which would otherwise have *Testing Authority* but is not responsible for initiating and directing *Testing* at an *Event* desires to

[31] Comment to Article 5.2.2: *SIA* may obtain additional authority to conduct *Testing* by means of bilateral or multilateral agreements with other *Signatories*. Unless the *Athlete* has identified a sixty-minute *Testing* window between the hours of 11:00 p.m. and 6:00 a.m., or has otherwise consented to *Testing* during that period, *SIA* will not test an *Athlete* during that period unless it has a serious and specific suspicion that the *Athlete* may be engaged in doping. A challenge to whether *SIA* had sufficient suspicion for *Testing* during this time period shall not be a defence to an anti-doping rule violation based on such test or attempted test.

conduct *Testing* of *Athletes* at the *Event Venues* during the *Event Period*, the *Anti-Doping Organisation* shall first confer with the ruling body of the *Event* to obtain permission to conduct and coordinate such *Testing*. If the *Anti-Doping Organisation* is not satisfied with the response from the ruling body of the *Event*, the *Anti-Doping Organisation* may, in accordance with the procedures set out in the *International Standard* for *Testing* and Investigations, ask *WADA* for permission to conduct *Testing* and to determine how to coordinate such *Testing*. *WADA* shall not grant approval for such *Testing* before consulting with and informing the ruling body for the *Event*. *WADA's* decision shall be final and not subject to appeal. Unless otherwise provided in the authorisation to conduct *Testing*, such tests shall be considered *Out-of-Competition* tests. *Results Management* for any such test shall be the responsibility of the *Anti-Doping Organisation* initiating the test unless provided otherwise in the rules of the ruling body of the *Event*.[32] For the avoidance of doubt, where the *Anti-Doping Organisation* initiating the test is *SIA*, Article 7.1.1 shall apply.

5.4 *Testing* Requirements

5.4.1 *SIA* shall conduct test distribution planning and *Testing* as required by the *International Standard* for *Testing* and Investigations.

5.4.2 Where reasonably feasible, *SIA* will coordinate *Testing* through *ADAMS* in order to maximise the effectiveness of the combined *Testing* effort and to avoid unnecessary repetitive *Testing*.

5.5 *Athlete* Whereabouts Information

5.5.1 *SIA* has established a *Registered Testing Pool* of those *Athletes* who are required to provide whereabouts information in the manner specified in the *International Standard* for *Testing* and Investigations and who shall be subject to *Consequences* for Article 2.4 violations as provided in Article 10.3.2. *SIA* shall coordinate with the International Federation the identification of such *Athletes* and the collection of their whereabouts information.

5.5.1.1 Where the *Athlete* is in *SIA's Registered Testing Pool*, the *Athlete* must provide whereabouts information in accordance with the

[32] Comment to Article 5.3.2: Before giving approval to *SIA* to initiate and conduct *Testing* at an *International Event*, *WADA* shall consult with the international organisation which is the ruling body for the event. Before giving approval to an International Federation to initiate and conduct *Testing* at a *National Event*, *WADA* shall consult with *SIA*. The *Anti-Doping Organisation* "initiating and directing *Testing*" may, if it chooses, enter into agreements with a *Delegated Third Party* to which it delegates responsibility for *Sample* collection or other aspects of the *Doping Control* process.

requirements in the *Code*, *International Standard* for *Testing* and Investigations and the *NAD scheme*.

5.5.2 *SIA* shall make available, through ADAMS, a list which identifies those *Athletes* included in its *Registered Testing Pool* by name. *SIA* shall regularly review and update as necessary its criteria for including *Athletes* in its *Registered Testing Pool*, and shall periodically (but not less than quarterly) review the list of *Athletes* in its *Registered Testing Pool* to ensure that each listed *Athlete* continues to meet the relevant criteria. *Athletes* shall be notified before they are included in *SIA's Registered Testing Pool* and when they are removed from that pool. The notification shall contain the information set out in the *International Standard* for *Testing* and Investigations.

5.5.3 Where an *Athlete* is included in an international *Registered Testing Pool* by the International Federation and in *SIA's Registered Testing Pool*, *SIA* and the International Federation shall agree between themselves which of them shall accept that *Athlete*'s whereabouts filings; in no case shall an *Athlete* be required to make whereabouts filings to more than one of them.

5.5.4 In accordance with the requirements in the *Code*, *International Standard* for *Testing* and Investigations and *NAD scheme*, each *Athlete* in *SIA's Registered Testing Pool* shall do the following: (a) advise *SIA* of his or her whereabouts on a quarterly basis; (b) update that information as necessary so that it remains accurate and complete at all times; and (c) make himself or herself available for *Testing* at such whereabouts filing.

5.5.5 For the purposes of Article 2.4 above, an *Athlete*'s failure to comply with the requirements of the *International Standard* for *Testing* and Investigations shall be deemed a filing failure or a missed test, as defined in Annex B of the *International Standard* for *Results Management*, where the conditions set forth in Annex B for declaring a filing failure or missed test are met. Three of these filing failures in a 12 month period will constitute a possible anti-doping rule violation.

5.5.6 An *Athlete* who has been designated for inclusion in *SIA's Registered Testing Pool* or *SIA's National Testing Pool* will continue to be subject to the obligation to comply with the whereabouts requirements set out in this Article, the *International Standard for Testing* and Investigations unless and until:

(a) the *Athlete* gives written notice to *SIA* in accordance with this Article that he or she has retired from *Competition*; or

(b) *SIA* has given written notice to the *Athlete* that they no longer satisfy the criteria for inclusion in *SIA's Registered Testing Pool* or *SIA's National Testing Pool*.

An *Athlete* who is in *SIA's Registered Testing Pool* or *SIA's National Testing Pool* who wants to retire must do so by submitting to *SIA* a completed 'RETIREMENT NOTIFICATION FORM' available at www.sportintegrity.gov.au. An *Athlete*'s retirement date will be the date on which *SIA* receives the fully completed form.

Upon receipt of a notification in accordance with this Article, *SIA* will, as soon as reasonably practicable, provide the *Athlete* and the *Sporting Administration Body* with a written confirmation of the *Athlete*'s retirement.

5.5.7 Retirement does not:

(a) excuse the *Athlete* from giving a *Sample* requested on or before their retirement date, or a *Sample* required as part of an investigation commenced prior to their retirement date;

(b) excuse the *Athlete* from assisting, cooperating and liaising with *SIA* and other *Anti-Doping Organisations* in relation to the conduct of any investigation or hearing into an alleged anti-doping rule violation;

(c) prevent the analysis of a *Sample* given by the *Athlete* on or before their retirement date;

(d) affect the results of *Testing* referred to in (a) or (b).

5.5.8 An *Athlete* who wants to retire from the *Registered Testing Pool* of the International Federation must follow the International Federation's retirement procedures.

National Testing Pool

5.5.9 In accordance with the *International Standard* for *Testing* and Investigations, *SIA* has established the *National Testing Pool*, comprising *Athletes* who are subject to less stringent requirements than *Athletes* included in *SIA's Registered Testing Pool*.

5.5.10 *SIA* shall notify *Athletes* before they are included in the *National Testing Pool* and when they are removed. The notification to the *Athlete* will include the

whereabouts requirements, and the consequences that may apply in the event of non-compliance, as set out in Articles 5.5.11 and 5.5.12.

5.5.11 An *Athlete* who is included in the *National Testing Pool* is required to provide *SIA* with the following whereabouts information so that they may be located for *Testing*:

(a) complete contact details, including: home address, telephone number(s), and email address;

(b) the *Athlete's* date of birth, and other details as required by *SIA* to enable the *Athlete's* identity to be verified;

(c) an overnight address for each day in the quarter;

(d) a *Competition/Event* schedule for the quarter;

(e) details of the *Athlete's* regular training or other activity[33] schedule for the quarter, and the location of the training or other activity; and

(f) any other information that *SIA* considers is reasonably necessary to assist it to locate the *Athlete*.

The *Athlete* is to provide the information to *SIA* through *ADAMS* on or before the date and time required by *SIA*.[34] The *Athlete* is also required to keep the information up to date at all times.

5.5.12 A failure by the *Athlete* to provide the information on or before the date and time required by *SIA* or to keep the information updated may result in *SIA*, in its absolute discretion:

(a) issuing a warning letter to the *Athlete;*

(b) including the *Athlete* in *SIA's Registered Testing Pool*.

[33] This is any activity that is part of the *Athlete*'s regular routine: for example, a rehabilitation routine, employment schedule, or education timetable.

[34] The notification to the *Athlete* will provide information on how to use *ADAMS*.

Domestic Testing Pool

5.5.13 *SIA* also maintains a *Domestic Testing Pool.* An *Athlete* who is included in *SIA's Domestic Testing Pool* is required to provide the following information to the *Sporting Administration Body* and to ensure that it is kept up to date:

(a) complete contact details, including: home address, telephone number(s), and email address;

(b) the *Athlete's* date of birth, and other details as required by *SIA* to enable the *Athlete's* identity to be verified.

5.5.14 Whereabouts information provided by an *Athlete* while in *SIA*'s *Registered Testing Pool* or *National Testing Pool* will be accessible through *ADAMS* to *WADA* and to other *Anti-Doping Organisations* having authority to test that *Athlete* as provided in Article 5.2 above, shall be maintained in strict confidence at all times; it shall be used exclusively for purposes of planning, coordinating or conducting *Doping Control*, providing information relevant to the *Athlete Biological Passport* or other analytical results, to support an investigation into a potential anti-doping rule violation, or to support proceedings alleging an anti-doping rule violation, and shall be destroyed in accordance with the *International Standard* for the Protection of Privacy and Personal Information, the *Australian Privacy Principles* and the *Archives Act 1983* (Cth) once it is no longer relevant for these purposes.

5.6 Retired *Athletes* Returning to *Competition*

5.6.1 If an *International-Level* or *National-Level Athlete* in a *Registered Testing Pool* or *SIA's National Testing Pool* retires and then wishes to return to active participation in sport, the *Athlete* shall not compete in *International Events* or *National Events* until the *Athlete* has made himself or herself available for *Testing*, by giving six (6) months prior written notice to the International Federation and *SIA* for *Athletes* in a *Registered Testing Pool* or *SIA* alone for *Athletes* in *SIA's National Testing Pool*.

WADA, in consultation with the International Federation and *SIA*, or *SIA* alone for *Athletes* in *SIA's National Testing Pool* may grant an exemption to the six-month written notice rule where the strict application of that rule would be unfair to the *Athlete*. This decision may be appealed under Article 13.[35]

[35] *WADA* has developed a protocol and exemption application form that *Athletes* must use to make such requests, and a decision template that the International Federation must use to provide its decision. Both template documents are available on *WADA*'s website at: www.wada-ama.org.

Any competitive results obtained in violation of this Article 5.6.1 shall be *Disqualified* unless the *Athlete* can establish that he or she could not have reasonably known that this was an *International Event* or a *National Event*.

5.6.2 If an *Athlete* retires from sport while subject to a period of *Ineligibility,* the *Athlete* must notify *SIA* and the *Sporting Administration Body* that imposed the period of *Ineligibility* in writing of such retirement. If the *Athlete* then wishes to return to active competition in sport, the *Athlete* shall not resume competing in *International Events* or *National Events* until the *Athlete* has made himself or herself available for *Testing* by giving six (6) months prior written notice (or notice equivalent to the period of *Ineligibility* remaining as of the date the *Athlete* retired, if that period was longer than six (6) months) to *SIA* and to their International Federation.

ARTICLE 6 ANALYSIS OF *SAMPLES*

*Sample*s shall be analysed in accordance with the following principles.

6.1 Use of Accredited and Approved Laboratories

6.1.1 For purposes of directly establishing an *Adverse Analytical Finding* under Article 2.1, *Sample*s shall be analysed only in *WADA*-accredited laboratories or laboratories otherwise approved by *WADA*. The choice of the *WADA*-accredited or *WADA*-approved laboratory used for the *Sample* analysis shall be determined exclusively by *SIA*. [36]

6.1.2 As provided in Article 3.2, facts related to anti-doping rule violations may be established by any reliable means. This would include, for example, reliable laboratory or other forensic testing conducted outside of *WADA*-accredited or approved laboratories.

6.2 Purpose of Analysis of *Sample*s and Data

*Sample*s and related analytical data or *Doping Control* information shall be analysed to detect *Prohibited Substance*s and *Prohibited Method*s identified on the *Prohibited List* and other substances as may be directed by *WADA* pursuant to the monitoring program described in Article 4.5 of the *Code*, or to assist *SIA* in profiling relevant parameters in an *Athlete's* urine, blood or other matrix, including for DNA or genomic profiling, or for any other legitimate anti-doping purpose.[37]

6.3 Research on *Sample*s and Data

*Sample*s, related analytical data and *Doping Control* information may be used for anti-doping research purposes, although no *Sample* may be used for research without the *Athlete*'s written consent. *Sample*s and related analytical data or *Doping Control* information used for research purposes shall first be processed in such a manner as to prevent *Sample*s and related analytical data or *Doping Control* information being traced back to a particular *Athlete*. Any research

[36] Comment to Article 6.1.1: Violations of Article 2.1 may be established only by *Sample* analysis performed by a *WADA*-accredited laboratory or another laboratory approved by *WADA*. Violations of other Articles may be established using analytical results from other laboratories so long as the results are reliable.

[37] Comment to Article 6.2: For example, relevant *Doping Control*-related information could be used to direct *Target Testing* or to support an anti-doping rule violation proceeding under Article 2.2, or both.

involving *Sample*s and related analytical data or *Doping Control* information shall adhere to the principles set out in Article 19 of the *Code*.[38]

6.4 Standards for *Sample* Analysis and Reporting

In accordance with Article 6.4 of the *Code*, *Anti-Doping Organisation*s shall ask laboratories to analyse *Sample*s in conformity with the *International Standard* for Laboratories and the *International Standard* for *Testing* and Investigations.

Laboratories at their own initiative and expense may analyse *Sample*s for *Prohibited Substance*s or *Prohibited Method*s not included on the standard *Sample* analysis menu, or as requested by *SIA*. Results from any such analysis shall be reported to *SIA* and have the same validity and *Consequence*s as any other analytical result.[39]

6.5 Further Analysis of a *Sample* Prior to or During *Results Management*

There shall be no limitation on the authority of a laboratory to conduct repeat or additional analysis on a *Sample* prior to the time *SIA* notifies an *Athlete* that the *Sample* is the basis for an Article 2.1 anti-doping rule violation charge. If after such notification *SIA* wishes to conduct additional analysis on that *Sample*, it may do so with the consent of the *Athlete* or approval from a hearing body.

6.6 Further Analysis of a *Sample* After it has been Reported as Negative or has Otherwise not Resulted in an Anti-Doping Rule Violation Charge

After a laboratory has reported a *Sample* as negative, or the *Sample* has not otherwise resulted in an anti-doping rule violation charge, it may be stored and subjected to further analyses for the purpose of Article 6.2 above at any time exclusively at the direction of either the *Anti-Doping Organisation* that initiated and directed *Sample* collection or *WADA*. Any other *Anti-Doping Organisation* with authority to test the *Athlete* that wishes to conduct further analysis on a stored *Sample* may do so with the permission of the *Anti-Doping Organisation* that initiated and directed *Sample* collection or *WADA*, and shall be responsible for any follow-up *Results Management*. Any *Sample* storage or further analysis initiated by *WADA* or another *Anti-Doping Organisation* shall

[38] Comment to Article 6.3: As is the case in most medical or scientific contexts, use of *Sample*s and related information for quality assurance, quality improvement, method improvement and development or to establish reference populations is not considered research. *Sample*s and related information used for such permitted non-research purposes must also first be processed in such a manner as to prevent them from being traced back to the particular *Athlete*, having due regard to the principles set out in Article 19 of the *Code*, as well as the requirements of the *International Standard* for Laboratories and *International Standard* for the Protection of Privacy and Personal Information.

[39] Comment to Article 6.4: The objective of this Article is to extend the principle of 'intelligent *Testing*' to the *Sample* analysis menu so as to most effectively and efficiently detect doping. It is recognised that the resources available to fight doping are limited and that increasing the *Sample* analysis menu may, in some sports and countries, reduce the number of *Sample*s which can be analysed.

be at *WADA*'s or that organisation's expense. Further analysis of *Sample*s shall conform with the requirements of the *International Standard* for Laboratories.

6.7 Split of A or B *Sample*

Where *WADA*, an *Anti-Doping Organisation* with *Results Management Authority*, and/or a *WADA*-accredited laboratory (with approval from *WADA* or the *Anti-Doping Organisation* with *Results Management Authority*) wishes to split an A or B *Sample* for the purpose of using the first part of the split *Sample* for an A *Sample* analysis and the second part of the split *Sample* for confirmation, then the procedures set forth in the *International Standard* for Laboratories shall be followed.

6.8 *WADA's* Right to Take Possession of *Sample*s and Data

WADA may, in its sole discretion at any time, with or without prior notice, take physical possession of any *Sample* and related analytical data or information in the possession of a laboratory or *Anti-Doping Organisation*. Upon request by *WADA*, the laboratory or *Anti-Doping Organisation* in possession of the *Sample* or data shall immediately grant access to and enable *WADA* to take physical possession of the *Sample* or data.[40] If *WADA* has not provided prior notice to the laboratory or *Anti-Doping Organisation* before taking possession of a *Sample* or data, it shall provide such notice to the laboratory and each *Anti-Doping Organisation* whose *Sample*s or data have been taken by *WADA* within a reasonable time after taking possession. After analysis and any investigation of a seized *Sample* or data, *WADA* may direct another *Anti-Doping Organisation* with authority to test the *Athlete* to assume *Results Management* responsibility for the *Sample* or data if a potential anti-doping rule violation is discovered.[41]

[40] Comment to Article 6.8: Resistance or refusal to *WADA* taking physical possession of *Sample*s or data could constitute *Tampering, Complicity* or an act of non-compliance as provided in the *International Standard* for *Code* Compliance *by Signatories*, and could also constitute a violation of the *International Standard* for Laboratories. Where necessary, the laboratory and/or the *Anti-Doping Organisation* shall assist *WADA* in ensuring that the seized *Sample* or data are not delayed in exiting the applicable country.

[41] Comment to Article 6.8: *WADA* would not, of course, unilaterally take possession of *Sample*s or analytical data without good cause related to a potential anti-doping rule violation, non-compliance by a *Signatory* or doping activities by another *Person*. However, the decision as to whether good cause exists is for *WADA* to make in its discretion and shall not be subject to challenge. In particular, whether there is good cause or not shall not be a defence against an anti-doping rule violation or its *Consequence*s.

ARTICLE 6A NON-ANALYTICAL INVESTIGATION PROCESS

6A.1 Obligation on *Persons*

When the *Sporting Administration Body* or any *Person* bound by this Anti-Doping Policy has information relevant to a possible anti-doping rule violation, that *Person* must immediately pass such information to *SIA*.

6A.1.1 The *Sporting Administration Body* or the *Person* must act in a discreet and confidential manner in discharging their obligations under this Anti-Doping Policy. The deliberate or wilful withholding of information relevant to a potential anti-doping rule violation by an *Athlete* or *Other Person* may constitute an anti-doping rule violation or a breach to be dealt with under the *Sporting Administration Body*'s disciplinary rules or policies.

6A.2 Roles and Responsibilities of Other Parties

Where an investigation is required to determine whether an anti-doping rule violation may have occurred under this Anti-Doping Policy, unless otherwise agreed between *SIA* and the *Sporting Administration Body*, *SIA* will conduct the investigation.

6A.2.1 Where *SIA* believes it is appropriate to do so, *SIA* may, in its discretion, advise the *Sporting Administration Body* of an *SIA* investigation. *SIA* may also consult affected or interested parties about their participation in any investigation.

6A.2.2 Where *SIA* does agree to the *Sporting Administration Body* commencing its own investigation, the *Sporting Administration Body* must do so in coordination with any investigation being undertaken by *SIA*. The *Sporting Administration Body* must also seek *SIA's* input into such investigation undertaken by the *Sporting Administration Body*;

6A.2.3 All *Persons* bound by this Anti-Doping Policy, and the *Sporting Administration Body*, must assist, cooperate, and liaise with *SIA* in relation to any investigation into a potential anti-doping rule violation. Where the *Sporting Administration Body* has approval by *SIA* to conduct its own investigation or be involved in an *SIA* investigation, the same obligations apply. Specifically, all *Persons* must cooperate with and assist *SIA* or the *Sporting Administration Body* (where relevant), including by:

(a) attending an interview to fully and truthfully answer questions;

(b) giving information; and

(c) producing documents or things, in an investigation being conducted by *SIA* or the *Sporting Administration Body* (where relevant), even if to do so might tend to incriminate them or expose them to a penalty, sanction or other disciplinary measure.

For the avoidance of doubt, the common law privileges against self-incrimination and self-exposure to a penalty are abrogated by this Article.

ARTICLE 7 *RESULTS MANAGEMENT*: RESPONSIBILITY, INITIAL REVIEW, NOTICE AND *PROVISIONAL SUSPENSIONS*

Results Management under this Anti-Doping Policy establishes a process designed to resolve anti-doping rule violation matters in a fair, expeditious and efficient manner.

7.1 Responsibility for Conducting *Results Management*

7.1.1 Subject to Article 1.2.5, *SIA* shall take responsibility for *Results Management* of all potential anti-doping rule violations under this Anti-Doping Policy in accordance with Article 7 of the *Code*, the *SIA Act*, the *SIA Regulations*, and the *NAD scheme* as in force from time to time. This includes any matters:

(a) referred to the *Sporting Administration Body* by other *Anti-Doping Organisations* for *Results Management*, where *SIA* agrees to take responsibility for *Results Management*;

(b) where *SIA* is the *Testing Authority*.

7.1.2 Where *SIA* elects to collect additional *Sample*s in the circumstances set out in Article 5.2.4 above, then it shall be considered the *Anti-Doping Organisation* that initiated and directed *Sample* collection and will have *Results Management* responsibility. However, where *SIA* only directs the laboratory to perform additional types of analysis at *SIA's* expense then the International Federation or *Major Event Organisation* shall be considered the *Anti-Doping Organisation* that initiated and directed *Sample* collection and will have *Results Management* responsibility.

7.1.3 *Results Management* in relation to a potential whereabouts failure (a filing failure or a missed test) shall be administered by the *Anti-Doping Organisation* (i.e. the International Federation or *SIA*) with which the *Athlete* in question files whereabouts information. If *SIA* determines a filing failure or a missed test, it shall submit that information to *WADA* through *ADAMS*, where it will be made available to other relevant *Anti-Doping Organisations*.

7.1.4 For *Results Management* relating to a *Sample* initiated and taken during an *Event* conducted by a *Major Event Organisation*, or an anti-doping rule violation occurring during such *Event*, the *Major Event Organisation* for that *Event* shall assume *Results Management* responsibility to at least the limited extent of conducting a hearing to determine whether an anti-doping rule violation was

committed and, if so, the applicable *Disqualification*s under Articles 9 and 10.1, any forfeiture of any medals, points, or prizes from that *Event*, and any recovery of costs applicable to the anti-doping rule violation. In the event the *Major Event Organisation* assumes only limited *Results Management* responsibility, the case shall be referred by the *Major Event Organisation* to the International Federation for completion of *Results Management*.[42]

7.1.5 *WADA* may direct an *Anti-Doping Organisation* to conduct *Results Management* in a particular case. If that *Anti-Doping Organisation* refuses to conduct *Results Management* within a reasonable deadline set by *WADA*, such refusal shall be considered an act of non-compliance, and *WADA* may direct another *Anti-Doping Organisation* with authority over the *Athlete* or *Other Person*, that is willing to do so, to take *Results Management* responsibility in place of the refusing *Anti-Doping Organisation* or, if there is no such *Anti-Doping Organisation*, any other *Anti-Doping Organisation* that is willing to do so. In such case, the refusing Anti-Doping Organisation shall reimburse the costs and attorney fees of conducting *Results Management* to the other *Anti-Doping Organisation* designated by *WADA*, and a failure to reimburse costs and attorney's fees shall be considered an act of non-compliance.

7.2 Review and Notification regarding Potential Anti-Doping Rule Violations

SIA shall carry out the review and notification with respect to any potential anti-doping rule violation in accordance with the *International Standard* for *Results Management* and the *NAD scheme*.

7.3 Identification of Prior Anti-Doping Rule Violations

Before giving an *Athlete* or *Other Person* notice of a potential anti-doping rule violation, *SIA* shall refer to its own records and to *ADAMS,* and contact *WADA* and other relevant *Anti-Doping Organisation*s to determine whether any prior anti-doping rule violation exists.

7.4 *Provisional Suspensions*[43]

7.4.1 Mandatory *Provisional Suspension* after an *Adverse Analytical Finding* or *Adverse Passport Finding*

[42] Comment to Article 7.1.4: The International Federation may refer the matter to the *Sporting Administration Body* to conduct *Results Management* under this Anti-Doping Policy.

[43] Comment to Article 7.4: Before a *Provisional Suspension* can be unilaterally imposed by the *Sporting Administration Body*, the internal review specified in this Anti-Doping Policy and the *International Standard* for *Results Management* must first be completed.

If the *Sporting Administration Body* receives an *Adverse Analytical Finding* or an *Adverse Passport Finding* (upon completion of the *Adverse Passport Finding* review process) for a *Prohibited Substance* or a *Prohibited Method* that is not a *Specified Substance* or a *Specified Method*, it shall impose a *Provisional Suspension* on the *Athlete* promptly upon or after the review and notification required by Article 7.2 above.

A mandatory *Provisional Suspension* may be eliminated if: (i) the Athlete demonstrates to the *National Sports Tribunal* that the violation is likely to have involved a *Contaminated Product*, or (ii) the violation involves a *Substance of Abuse* and the *Athlete* establishes entitlement to a reduced period of *Ineligibility* under Article 10.2.4.1.

The decision of the *National Sports Tribunal* not to eliminate a mandatory *Provisional Suspension* on account of the *Athlete's* assertion regarding a *Contaminated Product* shall not be appealable.

7.4.2 Optional *Provisional Suspension* Based on an *Adverse Analytical Finding* for *Specified Substances*, *Specified Methods, Contaminated Products*, or Other Anti-Doping Rule Violations

The *Sporting Administration Body* may impose a *Provisional Suspension* for anti-doping rule violations not covered by Article 7.4.1 prior to the analysis of the *Athlete's* B *Sample* or final hearing as described in Article 8.

An optional *Provisional Suspension* may be lifted at the discretion of the *Sporting Administration Body* at any time prior to the decision of the *National Sports Tribunal* under Article 8, unless provided otherwise in the *International Standard* for *Results Management*.

7.4.3 Opportunity for a Hearing or Appeal

Notwithstanding Articles 7.4.1 and 7.4.2 above, a *Provisional Suspension* may not be imposed unless the *Athlete* or *Other Person* is given: (a) an opportunity for a *Provisional Hearing*, either before or on a timely basis after the imposition of the *Provisional Suspension*; or (b) an opportunity for an expedited hearing in accordance with Article 8 on a timely basis after the imposition of the *Provisional Suspension.*

The imposition of a *Provisional Suspension*, or the decision not to impose a *Provisional Suspension,* may be appealed in an expedited process in accordance with Article 13.2 below.

7.4.4 Voluntary acceptance of *Provisional Suspension*

An *Athlete* on their own initiative may voluntarily accept a *Provisional Suspension* if he or she does so prior to the later of: (i) the expiration of ten (10) days from the report of the B *Sample* (or waiver of the B *Sample*) or ten (10) days from the notice of any other anti-doping rule violation, or (ii) the date on which the *Athlete* first competes after such report or notice.

Other Persons on their own initiative may voluntarily accept a *Provisional Suspension* if done so within ten (10) days from the notice of the anti-doping rule violation.

Upon such voluntary acceptance, the *Provisional Suspension* shall have the full effect and be treated in the same manner as if the *Provisional Suspension* had been imposed under Article 7.4.1 or 7.4.2; provided, however, at any time after voluntarily accepting a *Provisional Suspension*, the *Athlete* or *Other Person* may withdraw such acceptance, in which event the *Athlete* or *Other Person* shall not receive any credit for time previously served during the *Provisional Suspension*.

7.4.5 If a *Provisional Suspension* is imposed based on an A *Sample Adverse Analytical Finding* and a subsequent B *Sample* analysis (if requested by the *Athlete* or *SIA*) does not confirm the A *Sample* analysis, then the *Athlete* shall not be subject to any further *Provisional Suspension* on account of a violation of Article 2.1. In circumstances where the *Athlete* or the *Athlete's* team has been removed from an *Event* based on a violation of Article 2.1 and the subsequent B *Sample* analysis does not confirm the A *Sample* finding, then, if it is still possible for the *Athlete* or team to be reinserted, without otherwise affecting the *Event*, the *Athlete* or team may continue to take part in the *Event*.

7.5 *Results Management* Decisions

Results Management decisions or adjudications by *SIA* or the *Sporting Administration Body* must not purport to be limited to a particular geographic area and shall be consistent with the *NAD scheme* (where *SIA* is the *Results Management Authority*), the *International Standard for Results Management,* and the terms of this Anti-Doping Policy. Such decisions are to address and determine, without limitation, the following issues (as relevant to the type of decision or adjudication): whether an anti-doping rule violation was committed or asserted to have been

committed, whether a *Provisional Suspension* should be imposed, the specific Articles that have been violated or asserted to have been violated, and the factual basis for any determination. In addition, decisions and adjudications are to set out all *Consequences* flowing from the anti-doping rule violation(s), including applicable *Disqualifications* under Articles 9 and 10.10 below, any forfeiture of medals or prizes, any period of *Ineligibility* (and the date it begins to run) and any *Financial Consequences*.[44]

7.6 Notification of *Results Management* Decisions

SIA shall notify *Athletes*, *Other Persons*, *Signatories* and *WADA* of *Results Management* decisions as provided in Article 14, below and in the *International Standard* for *Results Management,* and any other parties in accordance with clause 4.17 of the *NAD Scheme*.

7.7 Retirement from Sport[45]

If an *Athlete* or *Other Person* retires while *SIA* (or another *Anti-Doping Organisation*) is conducting the *Results Management* process, *SIA* (or the other *Anti-Doping Organisation*) retains jurisdiction to complete its *Results Management* process. If an *Athlete* or *Other Person* retires before any *Results Management* process has begun, and *SIA* or another *Anti-Doping Organisation* would have had *Results Management* authority over the *Athlete* or *Other Person* at the time the *Athlete* or *Other Person* committed an anti-doping rule violation, *SIA* or the other *Anti-Doping Organisation* has authority to conduct *Results Management* in respect of that anti-doping rule violation.

7.8 Letter of Charge

Once the *SIA* CEO makes an assertion of an anti-doping rule violation in accordance with the *SIA Act, NAD scheme*, and the *International Standard* for *Results Management*, then unless otherwise agreed in writing between *SIA* and the *Sporting Administration Body*, *SIA* will:

(a) notify the *Athlete* or *Other Person*, the *Sporting Administration Body*, the International Federation, *WADA*, relevant government sports agencies, and relevant *Anti-Doping Organisations* of the assertion, and

[44] Comment to Article 7.5: Each decision should address whether an anti-doping rule violation was committed and all *Consequences* flowing from the violation, including any *Disqualifications* other than *Disqualification* under Article 10.1 (which is left to the ruling body for an *Event*). Pursuant to Article 15, such decision and its imposition of *Consequences* shall have automatic effect in every sport in every country. For example, for a determination that an *Athlete* committed an anti-doping rule violation based on an *Adverse Analytical Finding* for a *Sample* taken *In-Competition*, the *Athlete's* results obtained in the *Competition* would be *Disqualified* under Article 9 and all other competitive results obtained by the *Athlete* from the date the *Sample* was collected through the duration of the period of *Ineligibility* are also *Disqualified* under Article 10.10; if the *Adverse Analytical Finding* resulted from *Testing* at an *Event*, it would be the *Major Event Organisation's* responsibility to decide whether the *Athlete's* other individual results in the *Event* prior to *Sample* collection are also *Disqualified* under Article 10.1.

[45] Comment to Article 7.7: Conduct by an *Athlete* or *Other Person* before the *Athlete* or *Other Person* was subject to the authority of any *Anti-Doping Organisation* would not constitute an anti-doping rule violation but could be a legitimate basis for denying the *Athlete* or *Other Person* membership in a sports organisation.

(b) issue the *Athlete* or *Other Person* with a Letter of Charge under this Article and in accordance with the *International Standard* for *Results Management*.

Note: *Athletes* and *Other Persons* are responsible for keeping their contact details up to date with the *Sporting Administration Body*. Delivery (including means of delivery listed in clause 6.01 of the *NAD scheme*) to the last known address is sufficient in circumstances where the current whereabouts of the *Person* are not known. In addition, members of the *Sporting Administration Body* should refer to Article 14.1.1.

7.9 *Lower-Level Athletes*

7.9.1 In the case where the *SIA* CEO decides, under the *NAD scheme*, that a possible non-presence anti-doping rule violation (except a violation of Article 2.3 or Article 2.5) by a *Lower-Level Athlete* does not warrant action, the *SIA* CEO may give written notification to the *Sporting Administration Body* so it can consider whether disciplinary or other action should be taken against the *Lower-Level Athlete*.

The CEO's written notification may recommend that the *Sporting Administration Body* take certain action against the *Lower-Level Athlete*, including, but not limited to: requiring the *Lower-Level Athlete* to undertake anti-doping *Education*; taking disciplinary action against the *Lower-Level Athlete* under the *Sporting Administration Body*'s disciplinary rules or policies.

7.10 Resolution without a Hearing

7.10.1 An *Athlete* or *Other Person* against whom an anti-doping rule violation is asserted may admit that violation at any time, waive a hearing, and accept the *Consequences* that are mandated by this Anti-Doping Policy or (where some discretion as to *Consequences* exists under this Anti-Doping Policy) that have been offered by *SIA* or the *Sporting Administration Body*.

7.10.2 Alternatively, if the *Athlete* or *Other Person* against whom an anti-doping rule violation is asserted fails to dispute that assertion within the deadline specified in the Letter of Charge asserting the violation, then he or she shall be deemed to have admitted the violation, to have waived their right to a hearing, and to have accepted the *Consequences* that are mandated by this Anti-Doping Policy or (where some discretion as to *Consequences* exists under this Anti-Doping Policy) that have been offered by *SIA* or the *Sporting Administration Body*.

7.10.3 In cases where Article 7.10.1 or Article 7.10.2 applies, a hearing before a hearing panel shall not be required. Instead the *Sporting Administration Body*, in

consultation with *SIA*, shall promptly issue a written decision confirming the commission of the anti-doping rule violation(s) and the *Consequences* imposed as a result, and setting out the reasons for any period of *Ineligibility* imposed, including (if applicable) a justification for why the maximum potential period of *Ineligibility* was not imposed. The *Sporting Administration Body* shall send copies of that decision to other *Anti-Doping Organisations* with a right to appeal under Article 13.2.3, and shall *Publicly Disclose* that decision in accordance with Article 14.3.2.

ARTICLE 8 RIGHT TO A FAIR HEARING

8.1 Fair Hearings

Any *Person* who is asserted to have committed an anti-doping rule violation under this Anti-Doping Policy is entitled to a hearing process. Such hearing process shall address whether an anti-doping rule violation was committed and, if so, the appropriate *Consequences*. All hearings conducted pursuant to this Article 8 will respect the following principles:

(a) a timely hearing;

(b) a fair, impartial and Operationally Independent hearing body;

(c) the right to representation at the Person's own expense;

(d) a timely, written, reasoned decision.

Subject to these principles, the hearing will be conducted in the manner that the hearing body determines is appropriate, with as little formality and technicality, and as quickly as proper consideration of the issues permit, and conducted in accordance with the *Code*, *International Standard* for *Results Management*, and (where the hearing body is the *NST*) the *NST Act.*

8.2 *Event* Hearings

Hearings held in connection with *Events* may be conducted by an expedited process as permitted by the rules of the relevant *Anti-Doping Organisation* and the *NST,* or other relevant hearing body recognised or approved by the *SIA* CEO.

8.3 Waiver of Hearing

The right to a hearing may be waived either expressly or by the *Athlete*'s or *Other Person*'s failure to challenge *SIA's* assertion that an anti-doping rule violation has occurred within the time period provided in the Letter of Charge issued under Article 7.8.

8.4 Establishment of Hearings

8.4.1 The Article 8 hearing body for the purposes of this Anti-Doping Policy at first instance is the *NST*. Subject to Article 13.2, any appeal from a first-instance decision will be heard initially by the Appeals Division of the *NST*. Any appeal from the Appeals Division of the *NST* will be heard by the Appeals Division of *CAS* in accordance with the provisions applicable before such court.

8.4.2 Should a *Person* elect to have a hearing in accordance with Article 8 or Article 7.4.3, the *Person* will be responsible for filing their application for a hearing with the *NST* and paying any applicable fees.

8.4.3 *SIA* and the *Sporting Administration Body* are both entitled to present evidence, file submissions, cross-examine witnesses and do any other thing necessary for the enforcement of this Anti-Doping Policy at any hearing under this Article. Unless otherwise agreed in writing between *SIA* and the *Sporting Administration Body, SIA* will take the lead in presenting the matter in any hearing.

8.5 Right to attend Hearings

The International Federation, *WADA* and, where applicable, Sport Australia (the Australian Sports Commission), the Australian Olympic Committee, Paralympics Australia (the Australian Paralympic Committee), Commonwealth Games Australia, and relevant State Institutes of Sport/State Academies of Sport shall have the right to attend hearings as an observer or an interested or affected party.

The process for informing those relevant parties of such right to attend as an observer or interested/affected party as applicable is set out in the *NST* CEO's determination as to the practice and procedure of the *NST* in arbitration, made under section 41 of the *NST Act,* as in force from time to time.

8.6 *NST* Determination

8.6.1 *The NST* will determine:

a) if the *Person* has committed a violation of this Anti-Doping Policy;

b) if so, what *Consequences* will apply (including the start date for any period of *Ineligibility*); and

c) any other issues such as, but not limited to, reimbursement of funding provided to the *Athlete* or *Other Person* by a sport organisation.

8.6.2 *Consequences* will be in accordance with Article 10.

8.7 *Public Disclosure* of Hearing Outcomes

SIA and the *Sporting Administration Body* shall report the outcome of all anti-doping rule violations in accordance with the *Code*, the *SIA Act* and the *NAD scheme*, and this Anti-Doping Policy, as in force from time to time.

8.8 Appeals and Review

Decisions by the *NST* at first instance may be appealed as provided in Article 13.

8.9 Use of Information arising during Hearings

If, during a hearing, a party to the hearing process implicates a third party in a potential anti-doping rule violation, then *SIA* (or any other *Anti-Doping Organisation*) may use any such information that arises as a result of that hearing process without having to first seek the permission of the relevant hearing body or the parties. In the case of *CAS*, this clause overrides R43 and R59 of the *CAS* Code of Sports-related Arbitration to the extent of any inconsistency. In the case of the *NST*, this clause operates subject to any relevant confidentiality direction made by an *NST* member.[46]

8.10 Single Hearing Before *CAS*

Anti-doping rule violations asserted against *International-Level Athletes*, *National-Level Athletes* or *Other Persons* may, with the consent of the *Athlete* or *Other Person*, *SIA* (where it has *Results Management* responsibility in accordance with Article 7), the *Sporting Administration Body* and *WADA*, be heard in a single hearing directly at *CAS*.[47]

[46] Comment to Article 8.9: Section 41 of the *National Sports Tribunal (Practice and Procedure) Determination 2020* provides for an *NST* member to give directions for the confidentiality of information before the *NST*.

[47] Comment to Article 8.10: In some cases, the combined cost of holding a hearing in the first instance at the international or national level, then rehearing the case de novo before *CAS* can be very substantial. Where all of the parties identified in this Article are satisfied that their interests will be adequately protected in a single hearing, there is no need for the *Athlete* or *Anti-Doping Organisations* to incur the extra expense of two (2) hearings. An *Anti-Doping Organisation* may participate in the *CAS* hearing as an observer. Nothing set out in Article 8.4 precludes the *Athlete* or *Other Person* and *SIA* (where it has *Results Management* responsibility) and the *Sporting Administration Body* to waive their right to appeal by agreement. Such waiver, however, only binds the parties to such agreement and not any other entity with a right of appeal under the *Code*.

ARTICLE 9 AUTOMATIC DISQUALIFICATION OF INDIVIDUAL RESULTS[48]

An anti-doping rule violation in *Individual Sport*s in connection with an *In-Competition* test automatically leads to *Disqualification* of the result obtained in that *Competition* with all resulting *Consequence*s, including forfeiture of any medals, points and prizes.

[48] Comment to Article 9: For *Team Sport*s, any awards received by individual players will be *Disqualified*. However, *Disqualification* of the team will be as provided in Article 11. In sports which are not *Team Sport*s but where awards are given to teams, *Disqualification* or other disciplinary action against the team when one or more team members have committed an anti-doping rule violation shall be as provided in the applicable rules of the International Federation.

ARTICLE 10 SANCTIONS ON INDIVIDUALS[49]

10.1 Disqualification of Results in the *Event* during which an Anti-Doping Rule Violation occurs[50]

An anti-doping rule violation occurring during or in connection with an *Event* may, upon the decision of the ruling body of the *Event*, lead to *Disqualification* of all of the *Athlete*'s individual results obtained in that *Event* with all *Consequences*, including forfeiture of all medals, points and prizes, except as provided in Article 10.1.1.

Factors to be included in considering whether to *Disqualify* other results in an *Event* might include, for example, the seriousness of the *Athlete*'s anti-doping rule violation and whether the *Athlete* tested negative in the other *Competitions*.

10.1.1 If the *Athlete* establishes that he or she bears *No Fault or Negligence* for the violation, the *Athlete*'s individual results in the other *Competitions* shall not be *Disqualified*, unless the *Athlete*'s results in *Competitions* other than the *Competition* in which the anti-doping rule violation occurred were likely to have been affected by the *Athlete*'s anti-doping rule violation.

10.2 *Ineligibility* for Presence, *Use* or *Attempted Use*, or *Possession* of a *Prohibited Substance* or *Prohibited Method*

The period of *Ineligibility* for a violation of Articles 2.1, 2.2 or 2.6 shall be as follows, subject to potential elimination, reduction or suspension pursuant to Article 10.5, 10.6 or 10.7:

10.2.1 The period of *Ineligibility*, subject to Article 10.2.4, shall be four years where:

10.2.1.1 The anti-doping rule violation does not involve a *Specified Substance* or a *Specified Method*, unless the *Athlete* or *Other*

[49] Comment to Article 10: Harmonisation of sanctions has been one of the most discussed and debated areas of anti-doping. Harmonisation means that the same rules and criteria are applied to assess the unique facts of each case. Arguments against requiring harmonisation of sanctions are based on differences between sports including, for example, the following: in some sports the *Athletes* are professionals making a sizable income from the sport and in others the *Athletes* are true amateurs; in those sports where an *Athlete*'s career is short, a standard period of *Ineligibility* has a much more significant effect on the *Athlete* than in sports where careers are traditionally much longer. A primary argument in favour of harmonisation is that it is simply not right that two *Athletes* from the same country who test positive for the same *Prohibited Substance* under similar circumstances should receive different sanctions only because they participate in different sports. In addition, flexibility in sanctioning has often been viewed as an unacceptable opportunity for some sporting organisations to be more lenient with dopers. The lack of harmonisation of sanctions has also frequently been the source of jurisdictional conflicts between International Federations and *National Anti-Doping Organisations*.

[50] Comment to Article 10.1: Whereas Article 9 *Disqualifies* the result in a single *Competition* in which the *Athlete* tested positive (for example the 100 metre backstroke), this Article may lead to *Disqualification* of all results in all races during the *Event* (for example the FINA World Championships).

Person can establish that the anti-doping rule violation was not intentional.[51]

10.2.1.2 The anti-doping rule violation involves a *Specified Substance* or a *Specified Method* and *SIA* can establish that the anti-doping rule violation was intentional.

10.2.2 If Article 10.2.1 does not apply, subject to Article 10.2.4.1, the period of *Ineligibility* shall be two (2) years.

10.2.3 As used in Article 10.2, the term 'intentional' is meant to identify those *Athletes* or *Other Persons* who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk.[52] An anti-doping rule violation resulting from an *Adverse Analytical Finding* for a substance which is only prohibited *In-Competition* shall be rebuttably presumed to be not 'intentional' if the substance is a *Specified Substance* and the *Athlete* can establish that the *Prohibited Substance* was *Used Out-of-Competition*. An anti-doping rule violation resulting from an *Adverse Analytical Finding* for a substance which is only prohibited *In-Competition* shall not be considered 'intentional' if the substance is not a *Specified Substance* and the *Athlete* can establish that the *Prohibited Substance* was *Used Out-of-Competition* in a context unrelated to sport performance.

10.2.4 Notwithstanding any other provision in Article 10.2, where the anti-doping rule violation involves a *Substance of Abuse*:

10.2.4.1 If the *Athlete* can establish that any ingestion or *Use* occurred *Out-of-Competition* and was unrelated to sport performance, then the period of *Ineligibility* shall be three (3) months *Ineligibility*.

In addition, the period of *Ineligibility* calculated under this Article 10.2.4.1 may be reduced to one (1) month if the *Athlete* or *Other Person* satisfactorily completes a *Substance of Abuse* treatment program approved by *SIA*. The period of *Ineligibility*

[51] Comment to Article 10.2.1.1: While it is theoretically possible for an *Athlete* or *Other Person* to establish that the anti-doping rule violation was not intentional without showing how the *Prohibited Substance* entered one's system, it is highly unlikely that in a doping case under Article 2.1 an *Athlete* will be successful in proving that the *Athlete* acted unintentionally without establishing the source of the *Prohibited Substance*.

[52] Comment to Article 10.2.3: Article 10.2.3 provides a special definition of "intentional" which is to be applied solely for purposes of Article 10.2.

established in this Article 10.2.4.1 is not subject to any reduction based on any provision in Article 10.6.[53]

10.2.4.2 If the ingestion, *Use* or *Possession* occurred *In-Competition*, and the *Athlete* can establish that the context of the ingestion, *Use* or *Possession* was unrelated to sport performance, then the ingestion, *Use* or *Possession* shall not be considered intentional for purposes of Article 10.2.1 and shall not provide a basis for a finding of *Aggravating Circumstances* under Article 10.4.

10.3 *Ineligibility* for Other Anti-Doping Rule Violations

The period of *Ineligibility* for anti-doping rule violations other than as provided in Article 10.2 shall be as follows, unless Articles 10.6 or 10.7 are applicable:

10.3.1 For violations of Article 2.3 or Article 2.5, the period of *Ineligibility* shall be four (4) years except: (i) in the case of failing to submit to *Sample* collection, if the *Athlete* can establish that the commission of the anti-doping rule violation was not intentional, in which case the period of *Ineligibility* shall be two (2) years; (ii) in all other cases, if the *Athlete* or *Other Person* can establish exceptional circumstances that justify a reduction of the period of *Ineligibility,* the period of *Ineligibility* shall be in a range from two (2) years to four (4) years depending on the *Athlete* or *Other Person's* degree of *Fault*; or (iii) in a case involving a *Protected Person* or *Recreational Athlete,* the period of *Ineligibility* shall be in a range between a maximum of two (2) years and, at a minimum, a reprimand and no period of *Ineligibility*, depending on the *Protected Person* or *Recreational Athlete*'s degree of *Fault*.

10.3.2 For violations of Article 2.4, the period of *Ineligibility* shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the *Athlete*'s degree of *Fault*. The flexibility between two (2) years and one (1) year of *Ineligibility* in this Article is not available to *Athletes* where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the *Athlete* was trying to avoid being available for *Testing*.

[53] Comment to Article 10.2.4.1: The determinations as to whether the treatment program is approved and whether the *Athlete* or *Other Person* has satisfactorily completed the program shall be made in the sole discretion of *SIA*. This Article is intended to give *SIA* the leeway to apply their own judgment to identify and approve legitimate and reputable, as opposed to "sham", treatment programs. It is anticipated, however, that the characteristics of legitimate treatment programs may vary widely and change over time such that it would not be practical for *WADA* to develop mandatory criteria for acceptable treatment programs.

10.3.3 For violations of Article 2.7 or 2.8, the period of *Ineligibility* shall be a minimum of four (4) years up to lifetime *Ineligibility*, depending on the seriousness of the violation. An Article 2.7 or Article 2.8 violation involving a *Protected Person* shall be considered a particularly serious violation and, if committed by *Athlete Support Personnel* for violations other than for *Specified Substances*, shall result in lifetime *Ineligibility* for *Athlete Support Personnel*. In addition, significant violations of Article 2.7 or 2.8 which may also violate non-sporting laws and regulations, shall be reported to the competent administrative, professional or judicial authorities.[54]

10.3.4 For violations of Article 2.9, the period of *Ineligibility* imposed shall be a minimum of two (2) years, up to lifetime *Ineligibility*, depending on the seriousness of the violation.

10.3.5 For violations of Article 2.10, the period of *Ineligibility* shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the *Athl*ete or *Other Person's* degree of *Fault* and other circumstances of the case.[55]

10.3.6 For violations of Article 2.11, the period of *Ineligibility* shall be a minimum of two (2) years, up to lifetime *Ineligibility*, depending on the seriousness of the violation by the *Athlete* or *Other Person*.[56]

10.4 *Aggravating Circumstances* which may increase the Period of *Ineligibility*

If *SIA* establishes in an individual case involving an anti-doping rule violation other than violations under Article 2.7 (*Trafficking* or *Attempted Trafficking*), 2.8 (*Administration* or Attempted *Administration*), 2.9 (Complicity or *Attempted* Complicity) or 2.11 (Acts by an *Athlete* or *Other Person* to Discourage or Retaliate Against Reporting) that *Aggravating Circumstances* are present which justify the imposition of a period of *Ineligibility* greater than the standard sanction, then the period of *Ineligibility* otherwise applicable shall be increased by an additional period of *Ineligibility* of up to two (2) years depending on the seriousness of the violation and the nature of the

[54] Comment to Article 10.3.3: Those who are involved in doping *Athletes* or covering up doping should be subject to sanctions which are more severe than the *Athletes* who test positive. Since the authority of sport organisations is generally limited to *Ineligibility* for accreditation, membership and other sport benefits, reporting *Athlete Support Personnel* to competent authorities is an important step in the deterrence of doping.

[55] Comment to Article 10.3.5: Where the '*Other Person*' referenced in Article 2.10 is an entity and not an individual, that entity may be disciplined as provided in Article 12.

[56] Comment to Article 10.3.6: Conduct that is found to violate both Article 2.5 (*Tampering*) and Article 2.11 (Acts by an *Athlete* or *Other Person* to *Discourage or Retaliate against Reporting to Authorities*) shall be sanctioned based on the violation that carries the more severe sanction.

Aggravating Circumstances, unless the *Athlete* or *Other Person* can establish that he or she did not knowingly commit the anti-doping rule violation.[57]

10.5 Elimination of the Period of *Ineligibility* where there is *No Fault or Negligence*[58]

If an *Athlete* or *Other Person* establishes in an individual case that he or she bears *No Fault or Negligence*, then the otherwise applicable period of *Ineligibility* shall be eliminated.

10.6 Reduction of the Period of *Ineligibility* based on *No Significant Fault or Negligence*

10.6.1 Reduction of Sanctions in Particular Circumstances for Violations of Article 2.1, 2.2 or 2.6.

All reductions under Article 10.6.1 are mutually exclusive and not cumulative.

10.6.1.1 *Specified Substances* or *Specified Methods*

Where the anti-doping rule violation involves a *Specified Substance* (other than a *Substance of Abuse*), or *Specified Method,* and the *Athlete* or *Other Person* can establish *No Significant Fault or Negligence*, then the period of *Ineligibility* shall be, at a minimum, a reprimand and no period of *Ineligibility* and, at a maximum, two (2) years *Ineligibility*, depending on the *Athlete*'s or *Other Person*'s degree of *Fault*.

10.6.1.2 *Contaminated Products*

In cases where the *Athlete* or *Other Person* can establish both *No Significant Fault or Negligence* and that the detected *Prohibited Substance* (other than a *Substance of Abuse*) came from a

[57] Comment to Article 10.4: Violations under Articles 2.7 (*Trafficking* or *Attempted Trafficking*), 2.8 (*Administration or Attempted Administration*), 2.9 (Complicity or *Attempted* Complicity) and 2.11 (Acts by an *Athlete* or *Other Person* to Discourage or Retaliate Against Reporting to Authorities) are not included in the application of Article 10.4 because the sanctions for these violations already build in sufficient discretion up to a lifetime ban to allow consideration of any *Aggravating Circumstance*.

[58] Comment to Article 10.5: This Article and Article 10.6.2 apply only to the imposition of sanctions; they are not applicable to the determination of whether an anti-doping rule violation has occurred. They will only apply in exceptional circumstances, for example where an *Athlete* could prove that, despite all due care, he or she was sabotaged by a competitor. Conversely, *No Fault or Negligence* would not apply in the following circumstances: (a) a positive test resulting from a mislabelled or contaminated vitamin or nutritional supplement (*Athletes* are responsible for what they ingest (Article 2.1.) and have been warned against the possibility of supplement contamination); (b) the *Administration* of a *Prohibited Substance* by the *Athlete*'s Personal physician or trainer without disclosure to the *Athlete* (*Athletes* are responsible for their choice of medical Personnel and for advising medical Personnel that they cannot be given any *Prohibited Substance*); and (c) sabotage of the *Athlete*'s food or drink by a spouse, coach or *Other Person* within the *Athlete*'s circle of associates (*Athletes* are responsible for what they ingest and for the conduct of those *Persons* to whom they entrust access to their food and drink). However, depending on the unique facts of a particular case, any of the referenced illustrations could result in a reduced sanction under Article 10.6 based on *No Significant Fault or Negligence*.

Contaminated Product, then the period of *Ineligibility* shall be, at a minimum, a reprimand and no period of *Ineligibility,* and at a maximum, two (2) years *Ineligibility*, depending on the *Athlete*'s or *Other Person*'s degree of *Fault*.[59]

10.6.1.3 *Protected Persons* or *Recreational Athletes*

Where the anti-doping rule violation not involving a *Substance of Abuse* is committed by a *Protected Person* or *Recreational Athlete*, and the *Protected Person* or *Recreational Athlete* can establish *No Significant Fault or Negligence*, then the period of *Ineligibility* shall be, at a minimum, a reprimand and no period of *Ineligibility*, and at a maximum, two (2) years *Ineligibility*, depending on the *Protected Person* or *Recreational Athlete's* degree of *Fault*.

10.6.2 Application of *No Significant Fault or Negligence* beyond the application of Article 10.6.1

If an *Athlete* or *Other Person* establishes in an individual case where Article 10.6.1 is not applicable that he or she bears *No Significant Fault or Negligence*, then, subject to further reduction or elimination as provided in Article 10.7, the otherwise applicable period of *Ineligibility* may be reduced based on the *Athlete* or *Other Person*'s degree of *Fault*, but the reduced period of *Ineligibility* may not be less than one-half of the period of *Ineligibility* otherwise applicable. If the otherwise applicable period of *Ineligibility* is a lifetime, the reduced period under this Article may be no less than eight (8) years.[60]

[59] Comment to Article 10.6.1.2: In order to receive the benefit of this Article, the *Athlete* or *Other Person* must establish not only that the detected *Prohibited Substance* came from a *Contaminated Product*, but must also separately establish *No Significant Fault or Negligence*. It should be further noted that *Athletes* are on notice that they take nutritional supplements at their own risk. The sanction reduction based on *No Significant Fault or Negligence* has rarely been applied in *Contaminated Product* cases unless the *Athlete* has exercised a high level of caution before taking the *Contaminated Product*. In assessing whether the *Athlete* can establish the source of the *Prohibited Substance*, it would, for example, be significant for purposes of establishing whether the *Athlete* actually *Used* the *Contaminated Product*, whether the *Athlete* had declared the product which was subsequently determined to be contaminated on the *Doping Control* form. This *Article* should not be extended beyond products that have gone through some process of manufacturing. Where an *Adverse Analytical Finding* results from environment contamination of a "non-product" such as tap water or lake water in circumstances where no reasonable person would expect any risk of an anti-doping rule violation, typically there would be *No Fault or Negligence* under Article 10.5.

[60] Comment to Article 10.6.2: Article 10.6.2 may be applied to any anti-doping rule violation except those Articles where intent is an element of the anti-doping rule violation (for example Article 2.5, 2.7, 2.8 or 2.9 or 2.11) or an element of a particular sanction (for example Article 10.2.1) or a range of *Ineligibility* is already provided in an Article based on the *Athlete* or *Other Person*'s degree of *Fault*.

10.7 Elimination, Reduction, or Suspension of Period of *Ineligibility* or Other *Consequences* for Reasons other than *Fault*

10.7.1 *Substantial Assistance* in discovering or establishing *Code* violations.[61]

10.7.1.1 An *Anti-Doping Organisation* with *Results Management* responsibility for an anti-doping rule violation may, prior to an appellate decision under Article 13 below or the expiration of the time to appeal, suspend a part of the *Consequences* (other than *Disqualification* and mandatory *Public Disclosure*) imposed in an individual case where the *Athlete* or *Other Person* has provided *Substantial Assistance* to an *Anti-Doping Organisation*, criminal authority or professional disciplinary body which results in:

(i) the *Anti-Doping Organisation* discovering or bringing forward an anti-doping rule violation by another *Person*; or

(ii) which results in a criminal or disciplinary body discovering or bringing forward a criminal offence or the breach of professional rules committed by another *Person* and the information provided by the *Person* providing *Substantial Assistance* is made available to the *Anti-Doping Organisation* with *Results Management* responsibility; or

(iii) which results in *WADA* initiating a proceeding against a Signatory. *WADA*-accredited laboratory or *Athlete* passport management unit (as defined in the *International Standard* for Laboratories) for non-compliance with the *Code*, *International Standard* or *Technical Document*; or

(iv) with the approval by *WADA*, which results in a criminal or disciplinary body bringing forward a criminal offence or the breach of professional or sport rules arising out of a sport integrity violation other than doping.

After an appellate decision under Article 13 or the expiration of time to appeal, an *Anti-Doping Organisation* may only suspend a

[61] Comment to Article 10.7.1: The cooperation of *Athletes, Athlete Support Personnel* or *Other Persons* who acknowledge their mistakes and are willing to bring other anti-doping rule violations to light is important to clean sport. This is the only circumstance under the *Code* where the suspension of an otherwise applicable period of *Ineligibility* is authorised.

part of the otherwise applicable *Consequences* with the approval of *WADA* and the International Federation.

The extent to which the otherwise applicable period of *Ineligibility* may be suspended shall be based on the seriousness of the anti-doping rule violation committed by the *Athlete* or *Other Person* and the significance of the *Substantial Assistance* provided by the *Athlete* or *Other Person* to the effort to eliminate doping in sport, non-compliance with the *Code,* and/or sport integrity violations. No more than three-quarters of the otherwise applicable period of *Ineligibility* may be suspended. If the otherwise applicable period of *Ineligibility* is a lifetime, the non-suspended period under this Article must be no less than eight (8) years. For purposes of this paragraph, the otherwise applicable period of Ineligibility shall not include any period of Ineligibility that could be added under Article 10.9.3.2.

If so requested by an *Athlete* or *Other Person* who seeks to provide *Substantial Assistance*, the *Anti-Doping Organisation* with *Results Management* responsibility shall allow the *Athlete* or *Other Person* to provide the information to the *Anti-Doping Organisation* subject to a *Without Prejudice Agreement*.

If the *Athlete* or *Other Person* fails to continue to cooperate and to provide the complete and credible *Substantial Assistance* upon which a suspension of the period of *Consequences* was based, the *Anti-Doping Organisation* that suspended *Consequences* shall reinstate the original *Consequences*. If an *Anti-Doping Organisation* decides to reinstate suspended *Consequences* or decides not to reinstate suspended *Consequences,* that decision may be appealed by any *Person* entitled to appeal under Article 13.

10.7.1.2 To further encourage *Athletes* and *Other Persons* to provide *Substantial Assistance* to *Anti-Doping Organisations*, at the request of the *Anti-Doping Organisation* conducting *Results Management* or at the request of the *Athlete* or *Other Person* who has, or has been asserted to have, committed an anti-doping rule violation, or other violation of the *Code*, *WADA* may agree at any

stage of the *Results Management* process, including after an appellate decision under Article 13, to what it considers to be an appropriate suspension of the otherwise-applicable period of *Ineligibility* and other *Consequences*. In exceptional circumstances, *WADA* may agree to suspensions of the period of *Ineligibility* and other *Consequences* for *Substantial Assistance* greater than those otherwise provided in this Article, or even no period of *Ineligibility*, no mandatory *Public Disclosure* and/or no return of prize money or payment of fines or costs. *WADA's* approval shall be subject to reinstatement of *Consequences*, as otherwise provided in this Article. Notwithstanding Article 13, *WADA's* decisions in the context of this Article 10.7.1.2 may not be appealed.

10.7.1.3 If an *Anti-Doping Organisation* suspends any part of an otherwise applicable sanction because of *Substantial Assistance*, then notice providing justification for the decision shall be provided to the other *Anti-Doping Organisations* with a right to appeal under Article 13.2.3 as provided in Article 14. In unique circumstances where *WADA* determines that it would be in the best interest of anti-doping, *WADA* may authorise an *Anti-Doping Organisation* to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the *Substantial Assistance* agreement or the nature of *Substantial Assistance* being provided.

10.7.2 Admission of an Anti-Doping Rule Violation in the Absence of Other Evidence

Where an *Athlete* or *Other Person* voluntarily admits the commission of an anti-doping rule violation before having received notice of a *Sample* collection which could establish an anti-doping rule violation (or, in the case of an anti-doping rule violation other than Article 2.1, before receiving first notice of the admitted violation pursuant to Article 7) and that admission is the only reliable evidence of the violation at the time of admission, then the period of *Ineligibility* may be reduced, but not below one-half of the period of *Ineligibility* otherwise applicable.[62]

[62] Comment to Article 10.7.2: This Article is intended to apply when an *Athlete* or *Other Person* comes forward and admits to an anti-doping rule violation in circumstances where no *Anti-Doping Organisation* is aware that an anti-doping rule violation might have been committed. It is not intended to apply to circumstances where the admission occurs after the *Athlete* or *Other Person* believes he or

10.7.3 Application of Multiple Grounds for Reduction of a Sanction

Where an *Athlete* or *Other Person* establishes entitlement to reduction in sanction under more than one provision of Article 10.5, 10.6 or 10.7, before applying any reduction or suspension under Article 10.7, the otherwise applicable period of *Ineligibility* shall be determined in accordance with Articles 10.2, 10.3, 10.5, and 10.6. If the *Athlete* or *Other Person* establishes an entitlement to a reduction or suspension of the period of *Ineligibility* under Article 10.7, then the period of *Ineligibility* may be reduced or suspended, but not to below one-fourth of the otherwise applicable period of *Ineligibility*.

10.7.4 *Lower-Level Athletes*

Where a *Lower-Level Athlete* commits an anti-doping rule violation (other than a violation of Articles 2.1, 2.3 and 2.5), the *SIA* CEO may, depending on the *Lower-Level Athlete's* degree of *Fault* and other circumstances of the case, recommend a sanction ranging from a reprimand and compulsory anti-doping education, through to the maximum period of ineligibility that may be imposed for the violation.

Where a *Lower-Level Athlete* commits a violation of one or more of Articles 2.1, 2.3 and 2.5, this anti-doping policy applies in the same way as it does to a *National-Level Athlete* or an *International-Level Athlete* who commits one of those violations.

10.8 *Results Management* Agreements

10.8.1 One-Year Reduction for Certain Anti-Doping Rule Violations Based On Early Admission and Acceptance of Sanction

Where an *Athlete* or *Other Person*, after being notified by *SIA* or the *Sporting Administration Body* of a potential anti-doping rule violation that carries an asserted period of *Ineligibility* of four (4) or more years (including any period of *Ineligibility* asserted under Article 10.4), admits the violation and accepts the asserted period of *Ineligibility* no later than twenty (20) days after receiving notice of an anti-doping rule violation charge, the *Athlete* or *Other Person* may receive a one-year reduction in the period of *Ineligibility* asserted by *SIA* or the

she is about to be caught. The amount by which *Ineligibility* is reduced should be based on the likelihood that the *Athlete* or *Other Person* would have been caught had he or she not come forward voluntarily.

Sporting Administration Body. Where the *Athlete* or *Other Person* receives the one-year reduction in the asserted period of *Ineligibility* under this Article 10.8.1, no further reduction in the asserted period of *Ineligibility* shall be allowed under any other Article.[63]

10.8.2 Case Resolution Agreement

Where the *Athlete* or *Other Person* admits an anti-doping rule violation after being confronted with the anti-doping rule violation by *SIA* and agrees to *Consequences* acceptable to *SIA*, *the Sporting Administration Body* and *WADA*, at their sole discretion, then: (a) the *Athlete* or *Other Person* may receive a reduction in the period of *Ineligibility* based on an assessment by *SIA,* the *Sporting Administration Body* and *WADA* of the application of Articles 10.1 through 10.7 to the asserted anti-doping rule violation, the seriousness of the violation, the *Athlete* or *Other Person*'s degree of *Fault* and how promptly the *Athlete* or *Other Person* admitted the violation; and (b) the period of *Ineligibility* may start as early as the date of *Sample* collection or the date on which another anti-doping rule violation last occurred.

In each case, however, where this Article is applied, the *Athlete* or *Other Person* shall serve at least one-half of the agreed-upon period of *Ineligibility* going forward from the earlier of the date the *Athlete* or *Other Person* accepted the imposition of a sanction or a *Provisional Suspension* which was subsequently respected by the *Athlete* or *Other Person*. The decision by *WADA, SIA* and the *Sporting Administration Body* to enter or not enter into a case resolution agreement, and the amount of the reduction to and the starting date of the period of *Ineligibility* are not matters for determination or review by a hearing body and are not subject to appeal under Article 13.

If so requested by an *Athlete* or *Other Person* who seeks to enter into a case resolution agreement under this Article, *SIA* and the *Sporting Administration Body* shall allow the *Athlete* or *Other Person* to discuss an admission of the anti-doping rule violation with it subject to a *Without Prejudice Agreement*.[64]

[63] Comment to Article 10.8.1: For example, if *SIA* or the *Sporting Administration Body* alleges that an *Athlete* has violated Article 2.1 for *Use* of an anabolic steroid and asserts the applicable period of *Ineligibility* is four (4) years, then the *Athlete* may unilaterally reduce the period of I*neligibility* to three (3) years by admitting the violation and accepting the three-year period of *Ineligibility* within the time specified in this Article, with no further reduction allowed. This resolves the case without any need for a hearing.

[64] Comment to Article 10.8.2: Any mitigating or aggravating factors set forth in this Article 10 shall be considered in arriving at the *Consequences* set forth in the case resolution agreement, and shall not be applicable beyond the terms of that agreement.

10.9 Multiple Violations

10.9.1 Second or Third Anti-Doping Rule Violation

10.9.1.1 For an *Athlete* or *Other Person*'s second anti-doping rule violation, the period of *Ineligibility* shall be the greater of:

(a) A six month period of *Ineligibility*; or

(b) A period of *Ineligibility* in the range between:

(i) the sum of the period of *Ineligibility* imposed for the first anti-doping rule violation plus the period of *Ineligibility* otherwise applicable to the second anti-doping rule violation treated as if it were a first violation, and

(ii) twice the period of *Ineligibility* otherwise applicable to the second anti-doping rule violation treated as if it were a first violation.

The period of *Ineligibility* within this range shall be determined based on the entirety of the circumstances and the *Athlete* or *Other Person*'s degree of *Fault* with respect to the second violation.

10.9.1.2 A third anti-doping rule violation will always result in a lifetime period of *Ineligibility*, except if the third violation fulfils the condition for elimination or reduction of the period of *Ineligibility* under Article 10.5 or 10.6, or involves a violation of Article 2.4. In these particular cases, the period of *Ineligibility* shall be from eight years to lifetime *Ineligibility*.

10.9.1.3 The period of *Ineligibility* established in Articles 10.9.1.1 and 10.9.1.2 may then be further reduced by the application of Article 10.7.

10.9.2 An anti-doping rule violation for which an *Athlete* or *Other Person* has established *No Fault or Negligence* shall not be considered a violation for purposes of Article 10.9. In addition, an anti-doping rule violation sanctioned under Article 10.2.4.1 shall not be considered a violation for purposes of Article 10.9.

10.9.3 Additional rules for Certain Potential Multiple Violations

10.9.3.1 For purposes of imposing sanctions under Article 10.9, except as provided in Articles 10.9.3.2 and 10.9.3.3, an anti-doping rule violation will only be considered a second violation if the *Anti-Doping Organisation* can establish that the *Athlete* or *Other Person* committed the additional anti-doping rule violation after the *Athlete* or *Other Person* received notice pursuant to Article 7, or after the *Anti-Doping Organisation* made reasonable efforts to give notice of the first anti-doping rule violation. If the *Anti-Doping Organisation* cannot establish this, the violations shall be considered together as one single first violation, and the sanction imposed shall be based on the violation that carries the more severe sanction, including the application of *Aggravating Circumstances*. Results in all *Competitions* dating back to the earlier anti-doping rule violation will be *Disqualified* as provided in Article 10.10.[65]

10.9.3.2 If the *Anti-Doping Organisation* establishes that an *Athlete* or *Other Person* committed an additional anti-doping rule violation prior to notification, and that the additional violation occurred twelve (12) months or more before or after the first-noticed violation, then the period of *Ineligibility* for the additional violation shall be calculated as if the additional violation were a stand-alone first violation and this period of *Ineligibility* is served consecutively, rather than concurrently, with the period of *Ineligibility* imposed for the earlier-noticed violation. Where this Article 10.9.3.2 applies, the violations taken together shall constitute a single violation for purposes of Article 10.9.1.

10.9.3.3 If the *Anti-Doping Organisation* establishes that an *Athlete* or *Other Person* committed a violation of Article 2.5 in connection with the *Doping Control* process for an underlying asserted anti-doping rule violation, the violation of Article 2.5 shall be treated as

[65] Comment to Article 10.9.3.1: The same rule applies where, after the imposition of a sanction, the *Anti-Doping Organisation* discovers facts involving an anti-doping rule violation that occurred prior to notification for a first anti-doping rule violation – e.g., the *Anti-Doping Organisation* shall impose a sanction based on the sanction that could have been imposed if the two (2) violations had been adjudicated at the same time, including the application of *Aggravating Circumstances*.

a stand-alone first violation and the period of *Ineligibility* for such violation shall be served consecutively, rather than concurrently, with the period of *Ineligibility*, if any, imposed for the underlying anti-doping rule violation. Where this Article 10.9.3.3 is applied, the violations taken together shall constitute a single violation for purposes of Article 10.9.1.

10.9.3.4 If the *Anti-Doping Organisation* establishes that an *Athlete* or *Other Person* has committed a second or third anti-doping rule violation during a period of *Ineligibility*, the periods of *Ineligibility* for the multiple violations shall run consecutively, rather than concurrently.

10.9.4 Multiple Anti-Doping Rule Violations during Ten-Year period

For purposes of Article 10.9, each anti-doping rule violation must take place within the same ten-year period in order to be considered multiple violations.

10.10 *Disqualification* of Results in *Competitions* subsequent to *Sample* Collection or Commission of an Anti-Doping Rule Violation

In addition to the automatic *Disqualification* of the results in the *Competition* which produced the positive *Sample* under Article 9, all other competitive results of the *Athlete* obtained from the date a positive *Sample* was collected (whether *In-Competition* or *Out-of-Competition*), or other anti-doping rule violation occurred, through the commencement of any *Provisional Suspension* or *Ineligibility* period, shall, unless fairness requires otherwise, be *Disqualified* with all of the resulting *Consequences,* including forfeiture of any medals, points and prizes.[66]

10.11 Forfeited Prize Money

If the *Sporting Administration Body* recovers prize money forfeited as a result of an anti-doping rule violation, it shall take reasonable measures to allocate and distribute this prize money to the *Athletes* who would have been entitled to it had the forfeiting *Athlete* not competed.[67]

[66] Comment to Article 10.10: Nothing in this Anti-Doping Policy precludes clean *Athletes* or *Other Persons* who have been damaged by the actions of a *Person* who has committed an anti-doping rule violation from pursuing any right which they would otherwise have to seek damages from such *Person*.

[67] Comment to Article 10.11: This Article is not intended to impose an affirmative duty on an *Anti-Doping Organisation* to take any action to collect forfeited prize money. If the *Anti-Doping Organisation* elects not to take any action to collect forfeited prize money, it may assign its right to recover such money to the *Athlete(s)* who should have otherwise received the money. "Reasonable measures to allocate and distribute this prize money" could include using collected forfeited prize money as agreed upon by the *Anti-Doping Organisation* and its *Athletes*.

10.12 Financial *Consequences*

The imposition of a financial sanction (such as the recovery of funding by a sport organisation) shall not be considered a basis for reducing the *Ineligibility* or other sanction which would otherwise be applicable under this Anti-Doping Policy or the *Code*.

10.13 Commencement of *Ineligibility* Period

Where an *Athlete* is already serving a period of *Ineligibility* for an anti-doping rule violation, any new period of *Ineligibility* shall commence on the first day after the current period of *Ineligibility* has been served. Otherwise, except as provided below, the period of *Ineligibility* shall start on the date of the final hearing decision providing for *Ineligibility* or, if the hearing is waived or there is no hearing, on the date *Ineligibility* is accepted or otherwise imposed.

10.13.1 Delays Not Attributable to the *Athlete* or *Other Person*

Where there have been substantial delays in the hearing process or other aspects of *Doping Control* and the *Athlete* or *Other Person* can establish that such delays are not attributable to the *Athlete* or *Other Person*, the body imposing the sanction may start the period of *Ineligibility* at an earlier date commencing as early as the date of *Sample* collection or the date on which another anti-doping rule violation last occurred. All competitive results achieved during the period of *Ineligibility*, including retroactive *Ineligibility*, shall be *Disqualified.*[68]

10.13.2 Credit for *Provisional Suspension* or Period of *Ineligibility* Served

10.13.2.1 If a *Provisional Suspension* is respected by the *Athlete* or *Other Person*, then the *Athlete* or *Other Person* shall receive a credit for such period of *Provisional Suspension* against any period of *Ineligibility* which may ultimately be imposed. If the *Athlete* or *Other Person* does not respect a *Provisional Suspension*, then the *Athlete* or *Other Person* shall receive no credit for any period of *Provisional Suspension* served. If a period of *Ineligibility* is served pursuant to a decision that is subsequently appealed, then the *Athlete* or *Other Person* shall receive a credit for

[68] Comment to Article 10.13.1: In cases of anti-doping rule violations other than under Article 2.1, the time required for *SIA* (or another *Anti-Doping Organisation*) to discover and develop facts sufficient to establish an anti-doping rule violation may be lengthy, particularly where the *Athlete* or *Other Person* has taken affirmative action to avoid detection. In these circumstances, the flexibility provided in this Article to start the sanction at an earlier date should not be used.

such period of *Ineligibility* served against any period of *Ineligibility* which may ultimately be imposed on appeal.

10.13.2.2 If an *Athlete* or *Other Person* voluntarily accepts a *Provisional Suspension* in writing from the *Sporting Administration Body* and thereafter respects the *Provisional Suspension*, the *Athlete* or *Other Person* shall receive a credit for such period of voluntary *Provisional Suspension* against any period of *Ineligibility* which may ultimately be imposed. A copy of the *Athlete* or *Other Person*'s voluntary acceptance of a *Provisional Suspension* shall be provided promptly to each party entitled to receive notice of an asserted anti-doping rule violation under Article 14.1.[69]

10.13.2.3 No credit against a period of *Ineligibility* shall be given for any time period before the effective date of the *Provisional Suspension* or voluntary *Provisional Suspension* regardless of whether the *Athlete* elected not to compete or was suspended by his or her team.

10.13.2.4 In *Team Sport*s, where a period of *Ineligibility* is imposed upon a team, unless fairness requires otherwise, the period of *Ineligibility* shall start on the date of the final hearing decision providing for *Ineligibility* or, if the hearing is waived, on the date *Ineligibility* is accepted or otherwise imposed. Any period of team *Provisional Suspension* (whether imposed or voluntarily accepted) shall be credited against the total period of *Ineligibility* to be served.

10.14 Status during *Ineligibility* or *Provisional Suspension*

10.14.1 Prohibition against Participation during *Ineligibility* or *Provisional Suspension*

No *Athlete* or *Other Person* who has been declared *Ineligible* or is subject to a *Provisional Suspension* may, during a period of *Ineligibility* or

[69] Comment to Article 10.13.2.2: An *Athlete*'s voluntary acceptance of a *Provisional Suspension* is not an admission by the *Athlete* and shall not be used in any way as to draw an adverse inference against the *Athlete*.

Provisional Suspension, participate in any capacity in a *Competition* or activity (other than authorised anti-doping *Education* or rehabilitation programs) authorised or organised by any *Signatory*, *Signatory's* member organisation, or a club or other member organisation of a *Signatory's* member organisation, or in *Competitions* authorised or organised by any professional league or any international- or national-level *Event* organisation or any elite or national-level sporting activity funded by a governmental agency.

An *Athlete* or *Other Person* subject to a period of *Ineligibility* longer than four (4) years may, after completing four (4) years of the period of *Ineligibility*, participate as an *Athlete* in local sport events not sanctioned or otherwise under the authority of a *Code Signatory* or member of a *Code Signatory*, but only so long as the local sport event is not at a level that could otherwise qualify such *Athlete* or *Other Person* directly or indirectly to compete in (or accumulate points toward) a national championship or *International Event*, and does not involve the *Athlete* or *Other Person* working in any capacity with *Protected Persons*.

An *Athlete* or *Other Person* subject to a period of *Ineligibility* shall remain subject to *Testing* and any requirement by *SIA* or the *Sporting Administration Body* to provide whereabouts information.[70]

10.14.2 Return to Training

As an exception to Article 10.14.1, an *Athlete* may return to train with a team or to use the facilities of a club or other member organisation of the *Sporting Administration Body* or a *Signatory's* member organisation during the shorter of: (1) the last two months of the *Athlete*'s period of

[70] Comment to Article 10.14.1: For example, subject to Article 10.14.2, an *Ineligible Athlete* cannot participate in a training camp, exhibition or practice organised by his or her *Sporting Administration Body* or a club which is a member of that *Sporting Administration Body* or which is funded by a government agency. Further, an *Ineligible Athlete* may not compete in a non-*Signatory* professional league (for example, the National Hockey League, the National Basketball League). *Events* organised by a non-*Signatory International Event* organisation or a non-*Signatory* national-level event organisation without triggering the *Consequences* set forth in Article 10.14.3. The term 'activity' also includes, for example, administrative activities, such as serving as an official, director, officer, employee, or volunteer of the organisation described in this Article. *Ineligibility* imposed in one sport shall also be recognised by other sports (see Article 15.1, Automatic Binding Effect of Decisions). An *Athlete* or *Other Person* serving a period of *Ineligibility* is prohibited from coaching or serving as an *Athlete Support Person* in any other capacity at any time during the period of *Ineligibility*, and doing so could also result in a violation of Article 2.10 by another *Athlete*. Any performance standard accomplished during a period of Ineligibility shall not be recognised by *SIA*, the *Sporting Administration Body* or other *National Federations* in Australia for any purpose.

Ineligibility, or (2) the last one-fourth of the period of *Ineligibility* imposed.[71]

10.14.3 Violation of the Prohibition of Participation during *Ineligibility* or *Provisional Suspension*

Where an *Athlete* or *Other Person* who has been declared *Ineligible* violates the prohibition against participation during *Ineligibility* described in Article 10.14.1, the results of such participation shall be *Disqualified* and a new period of *Ineligibility* equal in length to the original period of *Ineligibility* shall be added to the end of the original period of *Ineligibility*. The new period of *Ineligibility,* including a reprimand and no period of *Ineligibility*, may be adjusted based on the *Athlete* or *Other Person*'s degree of *Fault* and other circumstances of the case. The determination of whether an *Athlete* or *Other Person* has violated the prohibition against participation, and whether an adjustment is appropriate, shall be made by the *Anti-Doping Organisation* or *Sporting Administration Body* (in consultation with *SIA)* whose *Results Management* led to the imposition of the initial period of Ineligibility. This decision may be appealed under Article 13.

An *Athlete* or *Other Person* who violates the prohibition against participation during a *Provisional Suspension* described in Article 10.14.1 shall receive no credit for any period of *Provisional Suspension* served and the results of such participation shall be *Disqualified*.

Where an *Athlete Support Person* or *Other Person* assists a *Person* in violating the prohibition against participation during *Ineligibility* or a *Provisional Suspension*, an *Anti-Doping Organisation* with jurisdiction over such *Athlete Support Person* or *Other Person* shall impose sanctions for a violation of Article 2.9 for such assistance.

10.14.4 Withholding of Financial Support during *Ineligibility*

In addition, for any anti-doping rule violation not involving a reduced sanction as described in Article 10.5 or 10.6, some or all sport-related financial support or other sport-related benefits received by such *Person*

[71] Comment to Article 10.14.2: In many *Team Sport*s and some individual sports (for example, ski jumping and gymnastics), an *Athlete* cannot effectively train on his/her own so as to be ready to compete at the end of the *Athlete*'s period of *Ineligibility*. During the training period described in this Article, an *Ineligible Athlete* may not compete or engage in any activity described in Article 10.14.1 other than training.

will be withheld by *Signatories*, *Signatories*' member organisations and governments.

10.15 Automatic Publication of Sanction

A mandatory part of each sanction shall include automatic publication, as provided in Article 14.3.

10.16 Anti-Doping *Education*

Prior to returning to sport after serving any period of *Ineligibility*, an *Athlete* or *Other Person* must have completed an anti-doping *Education* program sanctioned by *SIA*.

ARTICLE 11 *CONSEQUENCES* TO TEAMS

11.1 *Testing* of *Team Sport*s

Where more than one member of a team in a *Team Sport* has been notified of an anti-doping rule violation under Article 7 in connection with an *Event*, the ruling body for the *Event* shall conduct appropriate *Target Testing* of the team during the *Event Period*.

11.2 *Consequences* for *Team Sport*s

If more than two members of a team in a *Team Sport* are found to have committed an anti-doping rule violation during an *Event Period*, the ruling body of the *Event* shall impose an appropriate sanction on the team (for example, loss of points, *Disqualification* from a *Competition* or *Event*, or other sanction) in addition to any *Consequence*s imposed upon the individual *Athlete*s committing the anti-doping rule violation.

11.3 *Event* Ruling Body may establish stricter *Consequences* for *Team Sport*s

The ruling body for an *Event* may elect to establish rules for the *Event* which impose *Consequence*s for *Team Sport*s stricter than those in Article 11.2 for purposes of the *Event.*[72]

[72] Comment to Article 11.3: For example, the International Olympic Committee could establish rules which would require *Disqualification* of a team from the Olympic Games based on a lesser number of anti-doping rule violations during the period of the Games.

ARTICLE 12 SANCTIONS AGAINST SPORTING BODIES

12.1 Withholding Funding for Non-Compliance

SIA may request the Australian Sports Commission and any other relevant public authorities to withhold some or all funding or other non-financial support to the *Sporting Administration Body*, if the *Sporting Administration Body* fails to comply with, implement, uphold, or enforce this Anti-Doping Policy.

12.2 Disciplinary Action against a *Sporting Administration Body*

SIA may request the Australian Sports Commission, Australian Olympic Committee or Commonwealth Games Australia to take additional disciplinary action against a *Sporting Administration Body* with respect to recognition, the eligibility of its officials and *Athletes* to participate in *International Events*, and fines based on the following:

12.2.1 Four or more violations of this Anti-Doping Policy (other than violations involving Article 2.4) are committed by *Athletes* or *Other Persons* affiliated with the *Sporting Administration Body* within a 12-month period.

12.2.2 More than one *Athlete* or *Other Person* from the *Sporting Administration Body* commits an anti-doping rule violation during an *International Event*.

12.2.3 The *Sporting Administration Body* has failed to make diligent efforts to keep *SIA* informed about an *Athlete's* whereabouts after receiving a request for that information from *SIA*.

12.2.4 The *Sporting Administration Body* has failed to adopt or comply with its *Education Plan*.

ARTICLE 13 *RESULTS MANAGEMENT*: APPEALS[73]

13.1 Decisions Subject to Appeal

Decisions made under this Anti-Doping Policy may be appealed as set forth below in Articles 13.2 through 13.7 or as otherwise provided in this Anti-Doping Policy, the *Code* or the *International Standard*s. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise.

13.1.1 Scope of Review not Limited

The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. Any party to the appeal may submit evidence, legal arguments and claims that were not raised in the first instance hearing so long as they arise from the same cause of action or same general facts or circumstances raised or addressed in the first instance hearing.[74]

13.1.2 The *NST* or *CAS* shall not defer to the findings being appealed

In making its decision, the *NST* or *CAS* shall not give deference to the discretion exercised by the body whose decision is being appealed.[75]

13.1.3 *WADA* is not required to exhaust internal remedies

Where *WADA* has a right to appeal under Article 13 and no other party has appealed a final decision within the *Anti-Doping Organisation*'s

[73] Comment to Article 13: The object of the *Code* is to have anti-doping matters resolved through fair and transparent internal processes with a final appeal. Anti-doping decisions by *Anti-Doping Organisations* are made transparent in Article 14. Specified *Persons* and organisations, including *WADA,* are then given the opportunity to appeal those decisions. Note that the definition of interested *Persons* and organisations with a right to appeal under Article 13 does not include *Athletes,* or their *National Federations,* who might benefit from having another competitor *Disqualified.*

[74] Comment to Article 13.1.1: The revised language is not intended to make a substantive change to the 2015 *Code*, but rather for clarification. For example, where an *Athlete* was charged in the first instance hearing only with *Tampering* but the same conduct could also constitute Complicity*,* an appealing party could pursue both *Tampering* and Complicity charges against the *Athlete* in the appeal.

[75] Comment to Article 13.1.2: *CAS* proceedings are de novo. Prior proceedings do not limit the evidence or carry weight in the hearing before *CAS*. In the *NST*, section 95 of the *National Sports Tribunal (Practice and Procedure) Determination 2020* provides that the Tribunal is to conduct an appeal by way of a rehearing, unless the involved parties to the appeal agree that an appeal can be decided without a hearing, and the Tribunal is satisfied that it would be appropriate to determine the matter without a hearing. The Tribunal has the discretion to exclude evidence presented by the parties on appeal if it if it was available to them or could reasonably have been discovered by them before the determination or decision appealed against was made.

process, *WADA* may appeal such decision directly to *CAS* without having to exhaust other remedies in the *Anti-Doping Organisation*'s process.[76]

13.2 Appeals from Decisions Regarding Anti-Doping Rule Violations, *Consequences*, *Provisional Suspensions*, Implementation of Decisions and Authority

A decision:

- that an anti-doping rule violation was committed,
- imposing *Consequences* or not imposing *Consequences* for an anti-doping rule violation, or a decision that no anti-doping rule violation was committed;
- that an anti-doping rule violation proceeding cannot go forward for procedural reasons (including, for example, prescription);
- by *WADA* not to grant an exception to the six months' notice requirement for a retired *Athlete* to return to competition under Article 5.6.1;
- by *WADA* assigning *Results Management* under Article 7.1 of the *Code*;
- by *SIA* (or other *Anti-Doping Organisation*) not to bring forward an *Adverse Analytical Finding* or an *Atypical Finding* as an anti-doping rule violation, or a decision not to go forward with an anti-doping rule violation after an investigation in accordance with the *International Standard* for *Results Management*;
- to impose, or lift, a *Provisional Suspension* as a result of a *Provisional Hearing*;
- that *SIA*, the *Sporting Administration Body* (or another *Anti-Doping Organisation*) lacks jurisdiction to rule on an alleged anti-doping rule violation or its *Consequences*;
- to suspend, or not suspend, *Consequences* or to reinstate, or not reinstate, *Consequences* under Article 10.7.1;
- under Article 10.14.3;
- by *SIA* (or another *Anti-Doping Organisation*) not to implement another *Anti-Doping Organisation*'s decision under Article 15;
- under Article 27.3

may be appealed exclusively as provided in this Article 13.2.

The following may also be appealed exclusively as provided in Article 13.2:

- an *Anti-Doping Organisation's* failure to comply with Article 7.4;
- an *Anti-Doping Organisation's* failure to comply with Articles 7.1.4 and 7.1.5;

[76] Comment to Article 13.1.3: Where a decision has been rendered before the final stage of the *Anti-Doping Organisation's* process (for example, a first hearing before the *NST*) and no party elects to appeal that decision to the Appeals Division of the *NST,* then *WADA* may appeal directly to *CAS.*

- an *Anti-Doping Organisation's* failure to comply with Article 10.8.1;

13.2.1 Appeals Involving *International-Level Athletes* or *International Events*

In cases arising from participation in an *International Event* or in cases involving *International-Level Athletes*, the decision may be appealed exclusively to *CAS.*[77]

13.2.2 Appeals Involving Other *Athletes* or *Other Persons*

In cases where Article 13.2.1 is not applicable, the decision may be appealed initially to the Appeals Division of the *NST* in accordance with the process set out in the *NST Act* and instruments made under it, as in force from time to time.[78] Decisions from the Appeals Division of the *NST* may be appealed to the Appeals Division of *CAS* in accordance with the provisions applicable before such court.

13.2.3 *Persons* entitled to appeal

13.2.3.1 Appeals Involving *International-Level Athletes* or *International Events*

In cases under Article 13.2.1, the following parties shall have the right to appeal to *CAS*:

(a) the *Athlete* or *Other Person* who is the subject of the decision being appealed;

(b) the other party to the case in which the decision was rendered;

(c) the relevant International Federation;

(d) *SIA* and (if different) the *National Anti-Doping Organisation* of the *Person*'s country of residence or countries where the *Person* is a national or licence holder or countries where the *Person* is a national or license holder;

[77] Comment to Article 13.2.1: *CAS* decisions are final and binding except for any review required by law applicable to the annulment or enforcement of arbitral awards.

[78] These are the *National Sports Tribunal Rule 2020* and the *National Sports Tribunal (Practice and Procedure) Determination 2020.*

(e) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and

(f) *WADA*.

13.2.3.2 Appeals Involving Other *Athletes* or *Other Persons*

In cases under Article 13.2.2, the following parties, at a minimum, shall have the right to appeal to the *NST* Appeals Division (and from there, to the *CAS* Appeals Division):

(a) the *Athlete* or *Other Person* who is the subject of the decision being appealed;

(b) the other party to the case in which the decision was rendered;

(c) the relevant International Federation;

(d) *SIA* and (if different) the *National Anti-Doping Organisation* of the *Person*'s country of residence or countries where the *Person* is a national or license holder;

(e) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and

(f) *WADA*.

For cases under Article 13.2.2, *WADA*, the International Olympic Committee, the International Paralympic Committee, and the relevant International Federation shall also have the right to appeal to *CAS* from the decision of the *NST* Appeals Division.

Any party filing an appeal shall be entitled to assistance from *CAS* to obtain all relevant information from the *Anti-Doping Organisation* whose

decision is being appealed and the information shall be provided if *CAS* so directs.

13.2.3.3 Duty to Notify

All parties to any *CAS* appeal must ensure that *WADA* and all other parties with a right to appeal have been given timely notice of the appeal.

13.2.3.4 Appeal from *Imposition* of *Provisional Suspension*

Notwithstanding any other provision herein, the only *Person* who may appeal from the imposition of a *Provisional Suspension* is the *Athlete* or *Other Person* upon whom the *Provisional Suspension* is imposed.

13.2.4 Cross Appeals and other Subsequent Appeals Allowed

Cross appeals and other subsequent appeals by any respondent named in cases brought to *CAS* under the *Code* are specifically permitted. Any party with a right to appeal under this Article 13 must file a cross appeal or subsequent appeal at the latest with the party's answer.[79]

13.3 Failure to Render a Timely Decision

Where, in a particular case, an *Anti-Doping Organisation* fails to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by *WADA*, *WADA* may elect to appeal directly to *CAS* as if an *Anti-Doping Organisation* had rendered a decision finding no anti-doping rule violation. If the *CAS* hearing panel determines that an anti-doping rule violation was committed and that *WADA* acted reasonably in electing to appeal directly to *CAS*, then *WADA's* costs and attorney fees in prosecuting the appeal shall be reimbursed to *WADA* by the *Anti-Doping Organisation.*[80]

13.4 Appeals relating to *TUE*s

TUE decisions may be appealed exclusively as provided in Article 4.4.

[79] Comment to Article 13.2.4: This provision is necessary because since 2011, *CAS* rules no longer permit an *Athlete* the right to cross appeal when an *Anti-Doping Organisation* appeals a decision after the *Athlete*'s time for appeal has expired. This provision permits a full hearing for all parties.

[80] Comment to Article 13.3: Given the different circumstances of each anti-doping rule violation investigation and *Results Management* process, it is not feasible to establish a fixed time period for an *Anti-Doping Organisation* to render a decision before *WADA* may intervene by appealing directly to *CAS*. Before taking such action, however, *WADA* will consult with the *Anti-Doping Organisation* and give the *Anti-Doping Organisation* an opportunity to explain why it has not yet rendered a decision.

13.5 Notification of Appeal Decisions

Any *Anti-Doping Organisation* that is a party to an appeal shall promptly provide the appeal decision to the *Athlete* or *Other Person* and to the other *Anti-Doping Organisation*s that would have been entitled to appeal under Article 13.2.3 as provided under Article 14.

13.6 Time for Filing Appeals

13.6.1 Appeals to *CAS* or to the Appeals Division of the *NST*[81]

The time to file an appeal to *CAS* or the *NST* shall be twenty-one (21) days from the date of receipt of the decision by the appealing party. This notwithstanding, the following shall apply in connection with appeals filed by a party entitled to appeal but which was not a party to the proceedings that led to the decision being appealed:

(a) Within fifteen (15) days from the notice of the decision, such party/ies shall have the right to request a copy of the full case file pertaining to the decision from the *Anti-Doping Organisation* that had *Results Management* authority;

(b) If such a request is made within the fifteen (15) day period, then the party making the request shall have twenty-one (21) days from receipt of the file to file an appeal to *CAS* or to the Appeals Division of the *NST*.

This notwithstanding, the filing deadline for an appeal filed by *WADA* shall be the later of:

(a) Twenty-one (21) days after the last day on which any other party in the case could have appealed; or

(b) Twenty-one (21) days after *WADA's* receipt of the complete file relating to the decision.

[81] Paragraph 38(4)(a) of the *NST Act* provides that where the relevant anti-doping policy specifies a period within which an appeal may be made to the Appeals Division of the *NST*, the application must be made before the end of that period.

13.7 *CAS* Fees

In the case of any appeals before *CAS* each party shall bear the arbitration costs in accordance with *CAS* Code of Sports-related Arbitration. Should it be found that no anti-doping rule violation has been committed, *SIA* shall reimburse the *Athlete* or *Other Person* their application fee and their portion of the arbitration costs. Each party shall otherwise bear their own costs.

ARTICLE 14 CONFIDENTIALITY AND REPORTING

14.1 Information Concerning *Adverse Analytical Finding*s, *Atypical Finding*s, and other Asserted Anti-Doping Rule Violations

14.1.1 Notice of Anti-Doping Rule Violations to *Athlete*s and *Other Person*s

Notice to *Athlete*s or *Other Person*s that an anti-doping rule violation is being asserted against them shall occur as provided under Articles 7 and 14 of this Anti-Doping Policy. Notice to an *Athlete* or *Other Person* who is a member of the *Sporting Administration Body* may be put into effect by delivery of the notice to the *Sporting Administration Body*.

If at any point during *Results Management* up until the anti-doping rule violation charge, the *Results Management Authority* decides not to move forward with a matter, it must notify the *Athlete* or *Other Person* (provided that the *Athlete* or *Other Person* had been already informed of the ongoing *Results Management*).

14.1.2 Notice of Anti-Doping Rule Violations to the International Federation and *WADA*

Notice of the assertion of an anti-doping rule violation to the International Federation and *WADA* shall occur as provided under Articles 7 and 14 of this Anti-Doping Policy, simultaneously with the notice to the *Athlete* or *Other Person*.

If at any point during *Results Management* up until the anti-doping rule violation charge under Article 7 of the *International Standard* for *Results Management*, the *Results Management Authority* decides not to move forward with a matter, it must give notice (with reasons) to the *Anti-Doping Organisation*s with a right of appeal under Article 13.2.3.

14.1.3 Content of an anti-doping rule violation Notice

Notification of an anti-doping rule violation shall include: the *Athlete*'s or *Other Person's* name, country, sport and discipline within the sport, the *Athlete*'s competitive level, whether the test was *In-Competition* or *Out-of-Competition*, the date of *Sample* collection, the analytical result reported by the laboratory, and other information as required by the *International Standard* for *Results Management.*

Notification of anti-doping rule violations other than under Article 2.1 shall also include the rule violated and the basis of the asserted violation.

14.1.4 Status Reports

Except with respect to investigations which have not resulted in notice of an anti-doping rule violation pursuant to Article 14.1.1, the International Federation and *WADA* shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to Article 7, 8 or 13 and shall be provided with a prompt written reasoned explanation or decision explaining the resolution of the matter.

14.1.5 Confidentiality

The recipient organisations shall not disclose this information beyond those *Persons* with a need to know (which would include the appropriate personnel at the applicable *National Olympic Committee*, *National Federation*, and team in a *Team Sport*) until *SIA*, the *Sporting Administration Body* or other *Anti-Doping Organisation* has made *Public Disclosure* or has failed to make *Public Disclosure* as permitted by Article 14.3.[82]

14.2 Notice of Anti-Doping Rule Violation or Violations of *Ineligibility* or *Provisional Suspension* Decisions and Request for Files

14.2.1 Anti-doping rule violation decisions or decisions related to violations of *Ineligibility* or *Provisional Suspension* rendered pursuant to Article 7.6, 8.6, 10.5, 10.6, 10.7 10.14.3 or 13.5 shall include the full reasons for the decision, including, if applicable, a justification for why the maximum potential sanction was not imposed. Where the decision is not in English or French, *SIA* or another *Anti-Doping Organisation* shall provide a short English or French summary of the decision and the supporting reasons.

14.2.2 An *Anti-Doping Organisation* having a right to appeal a decision received pursuant to Article 14.2.1 may, within fifteen (15) days of receipt, request a copy of the full case file pertaining to the decision.

[82] Comment to Article 14.1.5: Part 8 of the *SIA Act* contains criminal offences for the disclosure of information by 'entrusted persons' other than as permitted by the *SIA Act*. This is defined by s 69 of the *SIA Act* to include the *SIA* CEO and staff, and contractors and consultants engaged by *SIA,* among others. *SIA* is also subject to the *Privacy Act 1988*, and the Australian Privacy Principles made under that Act.

14.3 *Public Disclosure*

14.3.1 After notice has been provided to the *Athlete* or *Other Person* in accordance with the *International Standard* for *Results Management*, and to the applicable *Anti-Doping Organisations* in accordance with Article 14.1.2, the identity of any *Athlete* or *Other Person* who is notified of a potential anti-doping rule violation, the *Prohibited Substance* or *Prohibited Method* and the nature of the violation involved, and whether the *Athlete* or *Other Person* is subject to a *Provisional Suspension* may be *Publicly Disclosed* by *SIA* or by the *Sporting Administration Body*, but only to the extent previously agreed by *SIA*.

SIA can agree to the *Sporting Administration Body* disclosing some or all of the following in relation to a potential anti-doping rule violation: the identity of the *Athlete* or *Other Person*, the *Prohibited Substance* or *Prohibited Method,* the nature of the violation or violations, and whether a *Provisional Suspension* has been imposed or accepted.

For the avoidance of doubt, *SIA* can refuse to agree to the *Sporting Administration Body Publicly Disclosing* any information under this Article 14.3.1.

14.3.2 No later than twenty days after it has been determined in a final appellate decision under Article 13.2.1 or 13.2.2, or such appeal has been waived, or a hearing in accordance with Article 8 has been waived, or the assertion of an anti-doping rule violation has not been timely challenged, or the matter has been resolved under Article 10.8, or a new period of *Ineligibility*, or reprimand, has been imposed under Article 10.14.3, *SIA* and the *Sporting Administration Body* must *Publicly Disclose* the disposition of the matter, including the sport, the anti-doping rule violated, the name of the *Athlete* or *Other Person* committing the violation, the *Prohibited Substance* or *Prohibited Method* involved (if any) and the *Consequences* imposed. *SIA* and the *Sporting Administration Body* must also *Publicly Disclose* within twenty (20) days the results of final appeal decisions concerning anti-doping rule violations, including the information described above.

14.3.3 After an anti-doping rule violation has been determined to have been committed in an appellate decision under Article 13.2.1 or 13.2.2 or such appeal has been waived, or in a hearing in accordance with Article 8 or

where such hearing has been waived, or the assertion of an anti-doping rule violation has not otherwise been timely challenged, or the matter has been resolved under Article 10.8, *SIA* and the *Sporting Administration Body* may make public such determination or decision and may comment publicly on the matter.

14.3.4 In any case where it is determined, after a hearing or appeal, that the *Athlete* or *Other Person* did not commit an anti-doping rule violation, the fact that the decision has been appealed may by *Publicly Disclosed.* However, the decision itself and the underlying facts may not be *Publicly Disclose*d except with the consent of the *Athlete* or *Other Person* who is the subject of the decision. *SIA* and the *Sporting Administration Body* shall use reasonable efforts to obtain such consent. If consent is obtained, *SIA* and the *Sporting Administration Body* shall *Publicly Disclose* the decision in its entirety or in such redacted form as the *Athlete* or *Other Person* may approve.

14.3.5 Publication shall be accomplished at a minimum by placing the required information on *SIA's* website and leaving the information up for the longer of one (1) month or the duration of any period of *Ineligibility*.

14.3.6 Except as provided in Articles 14.3.1 and 14.3.3, neither *SIA*, nor *WADA*-accredited laboratory, nor the *Sporting Administration Body*, nor any official of either body, shall publicly comment on the specific facts of any pending case (as opposed to general description of process and science) except in response to public comments attributed to, or based on information provided by, the *Athlete*, *Other Person* or their entourage or other representatives.

14.3.6(a) Where an *Athlete* or *Other Person* or their representative comments about their matter the *Athlete* or *Other Person* is taken to have consented to *SIA* commenting in response to their matter for the purposes of the *SIA Act*.

14.3.7 The mandatory *Public Disclosure* required in Article 14.3.2 shall not be required where the *Athlete* or *Other Person* who has been found to have committed an anti-doping rule violation is a *Minor, Protected Person,* or *Recreational Athlete*. Any optional *Public Disclosure* in a case involving a

Minor, Protected Person, or *Recreational Athlete* shall be proportionate to the facts and circumstances of the case.

14.4 Data Privacy

14.4.1 *SIA* may collect, store, process or disclose personal information relating to *Athletes* and *Other Persons* collected in accordance with this Policy for the purposes of conducting its activities under the *SIA Act*, *SIA Regulations*, the *NAD scheme*, *Code*, the *International Standard*s (including specifically the *International Standard* for the Protection of Privacy and Personal Information), the *Australian Privacy Principles*, and this Anti-Doping Policy as in force from time to time.[83]

14.4.2 Any *Participant* who submits personal information to any *Person* in accordance with this Anti-Doping Policy shall be deemed to have agreed that such information may be collected, processed, disclosed and used by such *Person* for the purposes of the implementation of this Anti-Doping Policy, in accordance with the *International Standard* for the Protection of Privacy and Personal Information, the *Australian Privacy Principles*, the *Archives Act 1983* (Cth)*, SIA Act*, *SIA Regulations*, the *NAD scheme* as in force from time to time, and otherwise as required to implement this Anti-Doping Policy.

[83] For further information, see *SIA's Athlete* Privacy Policy: www.sportintegrity.gov.au

ARTICLE 15 IMPLEMENTATION OF DECISIONS

15.1 Automatic Binding Effect of Decisions by *Signatory Anti-Doping Organisations*

15.1.1 A decision of an anti-doping rule violation made by a *Signatory Anti-Doping Organisation*, an appellate body (Article 13.2.2 of the *Code*) or *CAS* shall, after the parties to the proceeding are notified, automatically be binding beyond the parties to the proceeding upon *SIA* and the *Sporting Administration Body*, as well as every *Signatory* in every sport with the effects described below:

15.1.1.1 A decision by any of the above-described bodies imposing a *Provisional Suspension* (after a *Provisional Hearing* has occurred or the *Athlete* or *Other Person* has either accepted the *Provisional Suspension* or has waived the right to a *Provisional Hearing*, expedited hearing or expedited appeal offered in accordance with Article 7.4.3) automatically prohibits the *Athlete* or *Other Person* from participation (as described in Article 10.14.1) in all sports within the authority of any *Signatory* during the *Provisional Suspension*.

15.1.1.2 A decision by any of the above-described bodies imposing a period of *Ineligibility* (after a hearing has occurred or been waived) automatically prohibits the *Athlete* or *Other Person* from participation (as described in Article 10.14.1) in all sports within the authority of any *Signatory* for the period of *Ineligibility*.

15.1.1.3 A decision by any of the above-described bodies accepting an anti-doping rule violation automatically binds all *Signatories*.

15.1.1.4 A decision by any of the above-described bodies to *Disqualify* results under Article 10.10 for a specified period automatically *Disqualifies* all results obtained within the authority of any *Signatory* during the specified period.

15.1.2 *SIA* and the *Sporting Administration Body* shall recognise and implement a decision and its effects as required by Article 15.1.1, without any further action required, on the earlier of the date *SIA* receives actual notice of the decision or the date the decision is placed into *ADAMS*.

15.1.3 A decision by an *Anti-Doping Organisation*, an appellate body or *CAS* to suspend, or lift, *Consequences* shall be binding upon *SIA* and the *Sporting Administration Body* without any further action required, on the earlier of the date *SIA* receives actual notice of the decision or the date the decision is placed into *ADAMS*.

15.1.4 Notwithstanding any provision in Article 15.1.1, however, a decision of an anti-doping rule violation by a *Major Event Organisation* made in an expedited process during an *Event* shall not be binding on *SIA* or the *Sporting Administration Body* unless the rules of the *Major Event Organisation* provide the *Athlete* or *Other Person* with an opportunity to an appeal under non-expedited procedures.[84]

15.2 Implementation of Other Decisions by *Anti-Doping Organisations*

SIA and the *Sporting Administration Body* may decide to implement other anti-doping decisions rendered by *Anti-Doping Organisations* not described in Article 15.1.1 above, such as a *Provisional Suspension* prior to a *Provisional Hearing* or acceptance by the *Athlete* or *Other Person*.[85]

15.3 Implementation of Decisions by Body that is not a *Signatory*

An anti-doping decision by a body that is not a *Signatory* to the *Code* shall be implemented by *SIA* and the *Sporting Administration Body*, if *SIA* finds that the decision purports to be within the authority of that body and the anti-doping rules of that body are otherwise consistent with the *Code*.[86]

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[84] Comment to Article 15.1.4: By way of example, where the rules of the *Major Event Organisation* give the *Athlete* or *Other Person* the option of choosing an expedited *CAS* appeal or a *CAS* appeal under normal *CAS* procedure, the final decision or adjudication by the *Major Event Organisation* is binding on other *Signatories* regardless of whether the *Athlete* or *Other Person* chooses the expedited appeal option.

[85] Comment to Articles 15.1 and 15.2: *Anti-Doping Organisation* decisions under Article 15.1 are implemented automatically by other *Signatories* without the requirement of any decision or further action on the *Signatories'* part. For example, when a *Sporting Administration Body* decides to *Provisionally Suspend* an *Athlete*, that decision is given automatic effect at the *International Federation* level. To be clear, the "decision" is the one made by the *Sporting Administration Body*, there is not a separate decision to be made by the International Federation. Thus, any claim by the *Athlete* that the *Provisional Suspension* was improperly imposed can only be asserted against the *Sporting Administration Body*. Implementation of *Anti-Doping Organisations'* decisions under Article 15.2 is subject to each *Signatory's* discretion. A *Signatory's* implementation of a decision under Article 15.1 or Article 15.2 is not appealable separately from any appeal of the underlying decision. The extent of recognition of *TUE* decisions of other *Anti-Doping Organisations* shall be determined by Article 4.4 and the *International Standard for Therapeutic Use Exemptions*.

[86] Comment to Article 15.3: Where the decision of a body that has not accepted the *Code* is in some respects *Code* compliant and in other respects not *Code* compliant, *Signatories* should attempt to apply the decision in harmony with the principles of the *Code*. For example, if in a process consistent with the *Code* a non-Signatory has found an *Athlete* to have committed an anti-doping rule violation on account of the presence of a *Prohibited Substance* in the *Athlete's* body but the period of *Ineligibility* applied is shorter than the period provided for in the *Code*, then all *Signatories* should recognise the finding of an anti-doping rule violation and the *Athlete's Sporting Administration Body* should conduct a hearing consistent with Article 8 to determine whether the longer period of *Ineligibility* provided in the *Code* should be imposed. A *Signatory's* implementation of a decision or its decision not to implement a decision under Article 15.3 is appealable under Article 13.

ARTICLE 16 STATUTE OF LIMITATIONS

No anti-doping rule violation proceeding may be commenced against an *Athlete* or *Other Person* unless he or she has been notified of the anti-doping rule violation as provided in Article 7, or notification has been reasonably attempted, within ten years from the date the violation is asserted to have occurred.

ARTICLE 17 *EDUCATION*

SIA shall plan, implement, evaluate and promote *Education* in line with the requirements of Article 18.2 of the *Code* and the *International Standard* for *Education*.

SIA will support the *Sporting Administration Body* to plan and implement an anti-doping *Education* program in line with Article 18.2 of the *Code,* the *International Standard* for *Education* and its *SIA Education Plan*.

The *Sporting Administration Body* shall support active participation by *Athletes* and *Other Persons* in such programs.

ARTICLE 18 INCORPORATION OF THIS ANTI-DOPING POLICY AND OBLIGATIONS OF THE *SPORTING ADMINISTRATION BODY*

18.1 The *Sporting Administration Body* and its members shall comply with the *Code*, *International Standards*, and this Anti-Doping Policy. As set out in Article 1.1 above, the *Sporting Administration Body* is also required to comply with the *Sporting Administration Body* rules in clause 2.04 of the *NAD scheme*.

18.2 The *Sporting Administration Body* shall accept and abide by the spirit and terms of Australia's National Anti-Doping Program and these Anti-Doping Rules as a condition of receiving financial and/or other assistance from the Australian Government.[87]

18.3 The *Sporting Administration Body* will incorporate this Anti-Doping Policy either directly or by reference into its governing documents, constitution and/or rules as part of the rules of sport that bind their members so that the *Sporting Administration Body* or *SIA* (as the case may be) may enforce the anti-doping policy itself directly as against *Athletes* and *Other Persons* under the *Sporting Administration Body*'s authority.

18.4 By adopting this Anti-Doping Policy, and incorporating it into its governing documents and rules of sport, the *Sporting Administration Body* shall cooperate with and support *SIA* in that function. The *Sporting Administration Body* shall also recognise, abide by and implement the decisions made pursuant to this Anti-Doping Policy, including the decisions imposing sanctions on *Persons* under their authority.

18.5 The *Sporting Administration Body* shall take appropriate action to enforce compliance with the *Code*, *International Standards*, and this Anti-Doping Policy by, among other things:

(i) conducting *Testing* only under the documented authority of their International Federation and using *SIA* or another *Sample* collection authority to collect *Samples* in compliance with the *International Standard* for *Testing* and Investigations;

(ii) recognising the authority of *SIA* in accordance with Article 5.2.1 of the *Code* and assisting as appropriate with the implementation of *SIA*'s *Testing* program for their sport;

[87] Comment to Article 18.2: *SIA* shall work cooperatively with its Government and *National Olympic Committee* to ensure that recognition of *SIA* and acceptance and application of these Anti-Doping Rules represents a pre-condition to a *National Federation*'s receipt of any financial and/or other assistance from the Government and/or the *National Olympic Committee*.

(iii) analysing all *Samples* collected using a *WADA*-accredited or *WADA*-approved laboratory in accordance with Article 6.1; and

(iv) ensuring that any anti-doping rule violation cases discovered by the *Sporting Administration Body* are adjudicated by an *Operationally Independent* hearing panel in accordance with Article 8.1 and the *International Standard* for *Results Management*.

18.6 The *Sporting Administration Body* shall establish rules requiring all *Athletes* and each *Athlete Support Personnel* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in a *Competition* or activity authorised or organised by the *Sporting Administration Body* or one of its member organisations to agree to be bound by this Anti-Doping Policy and to submit to the *Results Management* authority of any *Anti-Doping Organisation* in conformity with the *Code* as a condition of such participation.

18.7 The *Sporting Administration Body* shall report any information suggesting or relating to an anti-doping rule violation to *SIA* and to the International Federation, and shall cooperate with investigations conducted by any *Anti-Doping Organisation* with authority to conduct the investigation.

18.8 The *Sporting Administration Body* shall have disciplinary rules in place to prevent *Athlete Support Personnel* who are *Using Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* under the jurisdiction of *SIA* or the *Sporting Administration Body*.

18.9 The *Sporting Administration Body* shall be required to conduct anti-doping *Education* in coordination with *SIA*.

ARTICLE 19 RESEARCH

This Article has not been included by *SIA*.

ARTICLE 20 AMENDMENT AND INTERPRETATION OF ANTI-DOPING POLICY

20.1 This Anti-Doping Policy may be amended from time to time by the *Sporting Administration Body* subject to written approval by the *SIA* CEO under clause 2.04 of the *NAD scheme*.

20.2 The comments annotating various provisions of the *Code* and this Anti-Doping Policy shall be used to interpret this Anti-Doping Policy.

20.3 This Anti-Doping Policy shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes of the *Signatories* or governments.

20.4 The headings used for the various Parts and Articles of this Anti-Doping Policy are for convenience only and shall not be deemed part of the substance of this Anti-Doping Policy or to affect in any way the language of the provisions to which they refer.

20.5 Where the term "days" is used in this Anti-Doping Policy, or in the *Code* or an *International Standard*, it shall mean calendar days unless otherwise specified.

20.6 This Anti-Doping Policy has been adopted pursuant to the applicable provisions of the *Code* and the *International Standards* and shall be interpreted in a manner that is consistent with applicable provisions of the *Code* and the *International Standards*. The *Code*, including the Purpose, Scope and Organization of the World Anti-Doping Program (as outlined in the *Code)* and Appendix 1, Definitions, shall be considered integral parts of this Anti-Doping Policy and shall prevail in the case of conflict.

20.7 The *Code* shall not apply retroactively to matters pending before the date the *Code* is accepted by a *Signatory* and implemented in its rules. However, pre-*Code* anti-doping rule violations would continue to count as 'First violations' or 'Second violations' for the purposes of determining sanctions under Article 10 of this Anti-Doping Policy for subsequent post-*Code* violations.

20.8 This Anti-Doping Policy shall come into effect on 1 January 2021 (the 'Effective Date'), and supersedes any previous Anti-Doping Policy of the *Sporting Administration Body*. This Anti-Doping Policy shall not apply retroactively to matters pending before the Effective Date; provided, however, that:

20.8.1 Anti-doping rule violations taking place prior to the Effective Date count as 'first violations' or 'second violations' for purposes of determining sanctions under Article 10 for violations taking place after the Effective Date.

20.8.2 Any anti-doping rule violation case which is pending as of the Effective Date and any anti-doping rule violation case brought after the Effective Date based on an anti-doping rule violation which occurred prior to the Effective Date, shall be governed by the substantive anti-doping rules in effect at the time the alleged anti-doping rule violation occurred, and not by the substantive anti-doping rules set out in these Anti-Doping Rules, unless the panel hearing the case determines the principle of "lex mitior" appropriately applies under the circumstances of the case.

For these purposes, the retrospective periods in which prior violations can be considered for purposes of multiple violations under Article 10.9.4 and the statute of limitations set forth in Article 16 are procedural rules, not substantive rules, and should be applied retroactively along with all of the other procedural rules in these Anti-Doping Rules (provided, however, that Article 16 shall only be applied retroactively if the statute of limitations period has not already expired by the Effective Date).

20.8.3 Any Article 2.4 whereabouts failure (whether a filing failure or a missed test, as those terms are defined in the *International Standard* for *Results Management*) prior to the Effective Date shall be carried forward and may be relied upon, prior to expiry, in accordance with the *International Standard* for *Results Management*, but it shall be deemed to have expired twelve (12) months after it occurred.

20.8.4 With respect to cases where a final decision finding an anti-doping rule violation has been rendered prior to the Effective Date, but the *Athlete* or *Other Person* is still serving the period of *Ineligibility* as of the Effective Date, the *Athlete* or *Other Person* may apply to the *Anti-Doping Organisation* which had *Results Management* responsibility for the anti-doping rule violation to consider a reduction in the period of *Ineligibility* in light of this Anti-Doping Policy. Such application must be made before the period of *Ineligibility* has expired. The decision rendered may be appealed pursuant to Article 13.2. This Anti-Doping Policy shall have no application to any case where a final decision finding an anti-doping rule violation has been rendered and the period of *Ineligibility* has expired.

20.8.5 For purposes of assessing the period of *Ineligibility* for a second violation under Article 10.9.1, where the sanction for the first violation was determined based on rules in force prior to the Effective Date, the period

of *Ineligibility* which would have been assessed for that first violation had this Anti-Doping Policy been applicable, shall be applied.[88]

20.8.6 Changes to the *Prohibited List* and *Technical Documents* relating to substances or methods on the *Prohibited List* shall not, unless they specifically provide otherwise, be applied retroactively. As an exception, however, when a *Prohibited Substance* or a *Prohibited Method has* been removed from the *Prohibited List*, an *Athlete* or *Other Person* currently serving a period of *Ineligibility* on account of the formerly *Prohibited Substance* or *Prohibited Method* may apply to *the Anti-Doping Organisation* which had *Results Management* responsibility for the anti-doping rule violation to consider a reduction in the period of *Ineligibility* in light of the removal of the substance or method from the *Prohibited List*.

[88] Comment to Article 20.8.5: Other than the situation described in Article 20.8.4, where a final decision finding an anti-doping rule violation has been rendered prior to the Effective Date and the period of *Ineligibility* imposed has been completely served, this Anti-Doping Policy may not be used to re-characterise the prior violation.

ARTICLE 21 ADDITIONAL ROLES AND RESPONSIBILITIES OF *ATHLETES* AND OTHER *PERSONS*

21.1 Roles and Responsibilities of *Athletes*

21.1.1 To be knowledgeable of and comply with this Anti-Doping Policy.

21.1.2 To be available for *Sample* collection at all times.[89]

21.1.3 To take responsibility, in the context of anti-doping, for what they ingest and *Use*.

21.1.4 To inform medical personnel of their obligation not to *Use Prohibited Substance*s and *Prohibited Method*s and to take responsibility to make sure that any medical treatment received does not violate this Anti-Doping Policy.

21.1.5 To disclose to their International Federation and to *SIA* any decision by a non-*Signatory* finding that the *Athlete* committed an anti-doping rule violation within the previous ten (10) years.

21.1.6 To cooperate with *Anti-Doping Organisation*s investigating anti-doping rule violations.

21.1.7 To disclose the identity of their *Athlete Support Personnel* upon request by any *Anti-Doping Organisation* with authority over the *Athlete*.

21.2 Roles and Responsibilities of *Athlete Support Personnel*

21.2.1 To be knowledgeable of and comply with this Anti-Doping Policy.

21.2.2 To cooperate with the *Athlete Testing* program.

21.2.3 To use their influence on *Athlete* values and behaviour to foster anti-doping attitudes.

21.2.4 To disclose to the International Federation and to *SIA* any decision by a non-*Signatory* finding that they committed an anti-doping rule violation within the previous ten (10) years.

[89] Comment to Article 21.1.2: With due regard to an *Athlete*'s human rights and privacy, legitimate anti-doping considerations sometimes require *Sample* collection late at night or early in the morning. For example, it is known that some *Athlete*s use low doses of EPO during these hours so that it will be undetectable in the morning.

21.2.5 To cooperate with *Anti-Doping Organisation*s investigating anti-doping rule violations.[90]

21.2.6 *Athlete Support Personnel* shall not *Use* or *Possess* any *Prohibited Substance* or *Prohibited Method* without valid justification.

NOTE: Coaches and other *Athlete Support Personnel* are often role models for *Athlete*s. They should not be engaging in personal conduct which conflicts with their responsibility to encourage their *Athletes* not to dope. *Use* or *Possession* of a *Prohibited Substance* or *Prohibited Method* by an *Athlete Support Person* without valid justification is not an anti-doping rule violation under the *Code*, but may be a breach under the *Sporting Administration Body*'s disciplinary rules or policies.

21.3 Roles and Responsibilities of *Other Persons*

21.3.1 To be knowledgeable of and comply with this Anti-Doping Policy.

21.3.2 To disclose to *SIA* and to the International Federation any decision by a non-*Signatory* finding that they committed an anti-doping rule violation within the previous ten (10) years.

21.3.3 To cooperate with *Anti-Doping Organisation*s investigating anti-doping rule violations.

[90] Comment to Article 21.2.5: Failure to cooperate is not an anti-doping rule violation under the *Code*, but it may be the basis for disciplinary action under the rules of the *Sporting Administration Body*.

APPENDIX 1 DEFINITIONS[91]

ADAMS: The Anti-Doping Administration and Management System is a web-based database management tool for data entry, storage, sharing and reporting designed to assist stakeholders and *WADA* in their anti-doping operations in conjunction with data protection legislation.

Administration: Providing, supplying, supervising, facilitating, or otherwise participating in the *Use* or *Attempted Use* by another *Person* of a *Prohibited Substance* or *Prohibited Method*. However, this definition shall not include the actions of bona fide medical personnel involving a *Prohibited Substance* or *Prohibited Method Used* for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving *Prohibited Substance*s which are not prohibited in *Out-of-Competition Testing* unless the circumstances as a whole demonstrate that such *Prohibited Substance*s are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

Adverse Analytical Finding: A report from a *WADA*-accredited laboratory or other *WADA*-approved laboratory that, consistent with the *International Standard* for Laboratories, establishes in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* or evidence of the *Use* of a *Prohibited Method*.

Adverse Passport Finding: A report identified as an *Adverse Passport Finding* as described in the applicable *International Standard*s.

Aggravating Circumstances: Circumstances involving, or actions by, an *Athlete* or *Other Person* which may justify the imposition of a period of *Ineligibility* greater than the standard sanction. Such circumstances and actions shall include, but are not limited to: the *Athlete* or *Other Person Used* or *Possessed* multiple *Prohibited Substances* or *Prohibited Methods*, *Used* or *Possessed* a *Prohibited Substance* or *Prohibited Method* on multiple occasions or committed multiple other anti-doping rule violations; a normal individual would be likely to enjoy the performance-enhancing effects of the anti-doping rule violation(s) beyond the otherwise applicable period of *Ineligibility*; the *Athlete* or *Person* engaged in deceptive or obstructive conduct to avoid the detection or adjudication of an anti-doping rule violation; or the *Athlete* or *Other Person* engaged in *Tampering* during *Results Management*. For the avoidance of doubt, the examples of circumstances and conduct described herein are not exclusive and other similar circumstances or conduct may also justify the imposition of a longer period of *Ineligibility*.

Anti-Doping Activities: Anti-doping *Education* and information, test distribution planning, maintenance of a *Registered Testing Pool*, managing *Athlete Biological Passports*, conducting

[91] Comment to Definitions: Defined terms shall include their plural and possessive forms, as well as those terms used as other parts of speech.

Testing, organising analysis of *Sample*s, gathering of intelligence and conduct of investigations, processing of *TUE* applications, *Results Management*, monitoring and enforcing compliance with any *Consequence*s imposed, and all other activities related to anti-doping to be carried out by or on behalf of an *Anti-Doping Organisation*, as set out in the *Code* and/or the *International Standards*.

Anti-Doping Organisation: *WADA* or a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other *Major Event Organisation*s that conduct *Testing* at their *Event*s, International Federations, and *National Anti-Doping Organisations*. For the purposes of this Anti-Doping Policy, *SIA* is an *Anti-Doping Organisation*.

Archives Act 1983 (Cth): is the Commonwealth legislation that governs the retention and disposal of Commonwealth records. *SIA's* Disposal Authority document is approved pursuant to that legislation, and it categorises types of records and classifies how long those records must be retained, and how they must be stored.

ASDMAC: *Australian Sports Drug Medical Advisory Committee* constituted under the *SIA Act*.

Athlete: Any *Person* who competes in sport at the international level (as defined by each International Federation), or the national level (as defined by each *National Anti-Doping Organisation*). For the purposes of this Anti-Doping Policy, *Athlete* includes any *Person* falling within the scope of Article 1.3.1 or 1.3.2. An *Anti-Doping Organisation* has discretion to apply anti-doping rules to an *Athlete* who is neither an *International-Level Athlete* nor a *National-Level Athlete*, and thus to bring them within the definition of '*Athlete'*.

In relation to *Athlete*s who are neither *International-Level* nor *National-Level Athlete*s, an *Anti-Doping Organisation* may elect to: conduct limited *Testing* or no *Testing* at all; analyse *Sample*s for less than the full menu of *Prohibited Substance*s; require limited or no whereabouts information; or not require advance *TUE*s. However, if an Article 2.1, 2.3 or 2.5 anti-doping rule violation is committed by any *Athlete* over whom an *Anti-Doping Organisation* has elected to exercise its authority to test and who competes below the international or national level, then the *Consequence*s set out in the *Code* must be applied.

For purposes of Article 2.8 and Article 2.9 and for purposes of anti-doping information and *Education*, any *Person* who participates in sport under the authority of any *Signatory*, government, or other sports organisation accepting the *Code* is an *Athlete*.[92]

Athlete Biological Passport: The program and methods of gathering and collating data as described in the *International Standard* for *Testing* and Investigations and *International Standard* for Laboratories.

Athlete Support Personnel: Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any *Other Person* working with, treating or assisting an *Athlete* participating in or preparing for sports *Competition* whether a member of a *Sporting Administration Body* or not falling within the scope of Article 1.3.1 or 1.3.2.

Attempt: Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an anti-doping rule violation. Provided, however, there shall be no anti-doping rule violation based solely on an *Attempt* to commit a violation if the *Person* renounces the *Attempt* prior to it being discovered by a third party not involved in the *Attempt*.

Atypical Finding: A report from a *WADA*-accredited laboratory or other *WADA*-approved laboratory which requires further investigation as provided by the *International Standard* for Laboratories or related *Technical Document*s prior to the determination of an *Adverse Analytical Finding*.

Atypical Passport Finding: A report described as an *Atypical Passport Finding* as described in the applicable *International Standard*s.

Australian Privacy Principles: are contained in Schedule 1 to the *Privacy Act 1988* (Cth). *SIA* is required to comply with this legislation.

CAS: The Court of Arbitration for Sport.

Code: The World Anti-Doping Code.

Competition: A single race, match, game or singular sport contest. For example, a basketball game or the finals of the Olympic 100-metre race in athletics. For stage races and other sport contests where prizes are awarded on a daily or other interim basis the distinction between a

[92] Comment to *Athlete*: Individuals who participate in sport may fall in one of five categories: 1) *International-Level Athlete*, 2) *National-Level Athlete*, 3) individuals who are not *International* or *National-Level Athlete*s but over whom the International Federation or *National Anti-Doping Organisation* has chosen to exercise authority, 4) *Recreational Athlete*, and 5) individuals over whom no International Federation or *National Anti-Doping Organisation* has, or has chosen to, exercise authority. All *International*- or *National-Level Athlete*s are subject to the anti-doping rules of the *Code*, with the precise definitions of international and national level sport to be set forth in the anti-doping rules of the International Federations and *National Anti-Doping Organisation*s.

Competition and an *Event* will be as provided in the rules of the applicable International Federation.

Consequences of Anti-Doping Rule Violations ('Consequences'): An *Athlete*'s or *Other Person*'s violation of an anti-doping rule may result in one or more of the following:

(a) *Disqualification* means the *Athlete*'s results in a particular *Competition* or *Event* are invalidated, with all resulting *Consequences* including forfeiture of any medals, points and prizes;

(b) *Ineligibility* means the *Athlete* or *Other Person* is barred on account of an anti-doping rule violation for a specified period of time from participating in any *Competition* or other activity or funding as provided in Article 10.14;

(c) *Provisional Suspension* means the *Athlete* or *Other Person* is barred temporarily from participating in any *Competition* or activity prior to the final decision at a hearing conducted under Article 8;

(d) *Financial Consequences* means a financial sanction imposed for an anti-doping rule violation or to recover costs associated with an anti-doping rule violation; and

(e) *Public Disclosure* means the dissemination or distribution of information to the general public or *Persons* beyond those *Persons* entitled to earlier notification in accordance with Article 14. Teams in *Team Sports* may also be subject to *Consequences* as provided in Article 11.

Contaminated Product: A product that contains a *Prohibited Substance* that is not disclosed on the product label or in information available in a reasonable internet search.

***Decision Limit*:** The value of the result for a threshold substance in a *Sample*, above which an *Adverse Analytical Finding* shall be reported, as defined in the *International Standard* for Laboratories.

***Delegated Third Party*:** Any *Person* to which *SIA* delegates any aspect of *Doping Control* or anti-doping *Education* programs including, but not limited to, third parties or other *Anti-Doping Organisations* that conduct *Sample* collection or other *Doping Control* services or anti-doping *Education* programs for *SIA*, or individuals serving as independent contractors who perform *Doping Control* services for *SIA* (e.g. non-employee *Doping Control* officers or chaperones). This definition does not include *CAS*.

Disqualification: See *Consequences of* Anti-Doping Rule Violations above.

Domestic Testing Pool: Is the pool of *Athletes* designated as such by *SIA*, who are neither in *SIA's Registered Testing Pool* nor *SIA's National Testing Pool* and who are subject to *Testing* both *In-Competition* and *Out-of-Competition* as part of *SIA's* test distribution plan.

Doping Control: All steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of *Consequences* including all steps and processes in between, including but not limited to, *Testing*, investigations, whereabouts, *TUEs*, *Sample* collection and handling, laboratory analysis, *Results Management* and investigations or proceedings relating to violations of Article 10.14 (Status During *Ineligibility* or *Provisional Suspension*).

***Education*:** The process of learning to instill values and develop behaviors that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.

Education Plan: The plan that outlines the required and recommended *Education* interventions for all members of the *Sporting Administration Body* across key integrity threats including doping.

Event: A series of individual *Competitions* conducted together under one ruling body (for example, the Olympic Games, FINA World Championships, or Pan American Games).

***Event Period*:** The time between the beginning and end of an *Event*, as established by the ruling body of the *Event*.

Event Venues: Those venues so designated by the ruling body for the *Event*.

Fault: *Fault* is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an *Athlete* or *Other Person*'s degree of *Fault* include, for example, the *Athlete*'s or *Other Person*'s experience, whether the *Athlete* or *Other Person* is a *Protected Person*, special considerations such as impairment, the degree of risk that should have been perceived by the *Athlete* and the level of care and investigation exercised by the *Athlete* in relation to what should have been the perceived level of risk. In assessing the *Athlete*'s or *Other Person's* degree of *Fault*, the circumstances considered must be specific and relevant to explain the *Athlete's* or *Other Person's* departure from the expected standard of behaviour. Thus, for example, the fact that an *Athlete* would lose the opportunity to earn large sums of money during a period of *Ineligibility*, or the fact that the *Athlete* only has a short time

left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of *Ineligibility* under Article 10.6.1 or 10.6.2.[93]

Financial Consequences: See *Consequences of Anti-Doping Rule Violations* above.

In-Competition: The period commencing at 11:59 p.m. on the day before a *Competition* in which the *Athlete* is scheduled to participate through the end of such *Competition* and the *Sample* collection process related to such *Competition*. Provided, however, *WADA* may approve, for a particular sport, an alternative definition if an International Federation provides a compelling justification that a different definition is necessary for its sport; upon such approval by *WADA*, the alternative definition shall be followed by all *Major Event Organisations* for that particular sport.[94]

Independent Observer Program: A team of observers and/or auditors, under the supervision of *WADA*, who observe and provide guidance on the *Doping Control* process prior to or during certain *Events* and report on their observations as part of *WADA*'s compliance monitoring program.

Individual Sport: Any sport that is not a *Team Sport*.

Ineligibility: See *Consequences of Anti-Doping Rule Violations* above.

***Institutional Independence*:** Hearing panels on appeal shall be fully independent institutionally from the *Anti-Doping Organisation* responsible for *Results Management*. They must therefore not in any way be administered by, connected or subject to the *Anti-Doping Organisation* responsible for *Results Management*.

International Event: An *Event* or *Competition* where the International Olympic Committee, the International Paralympic Committee, an International Federation, a *Major Event Organisation*, or another international sport organisation is the ruling body for the *Event* or appoints the technical officials for the *Event*.

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[93] Comment to *Fault:* The criteria for assessing an *Athlete*'s degree of *Fault* is the same under all Articles where *Fault* is to be considered. However, under Article 10.6.2, no reduction of sanction is appropriate unless, when the degree of *Fault* is assessed, the conclusion is that *No Significant Fault or Negligence* on the part of the *Athlete* or *Other Person* was involved.

[94] Comment to *In-Competition*: Having a universally accepted definition for *In-Competition* provides greater harmonisation among *Athletes* across all sports, eliminates or reduces confusion among *Athletes* about the relevant timeframe for *In-Competition Testing*, avoids inadvertent *Adverse Analytical Findings* in between *Competitions* during an *Event* and assists in preventing any potential performance enhancement benefits from Substances prohibited *Out-of-Competition* being carried over to the *Competition* period.

International-Level Athlete: *Athletes* who compete in sport at the international level, as determined by each International Federation, consistent with the *International Standard* for *Testing* and Investigations.[95]

International Standard: A standard adopted by *WADA* in support of the *Code*. Compliance with an *International Standard* (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the *International Standard* were performed properly. *International Standard*s shall include any *Technical Document*s issued pursuant to the *International Standard*.

Lower-Level Athlete: A*n Athlete* who is neither a *National-Level Athlete* nor an *International-Level Athlete* nor a *Recreational Athlete*.

Major Event Organisations: The continental associations of *National Olympic Committee*s and other international multi-sport organisations that function as the ruling body for any continental, regional or other *International Event*.

Marker: A compound, group of compounds or biological variable(s) that indicates the *Use* of a *Prohibited Substance* or *Prohibited Method*.

Metabolite: Any substance produced by a biotransformation process.

***Minimum Reporting Level*:** The estimated concentration of a *Prohibited Substance* or its *Metabolite(s)* or *Marker(s)* in a *Sample* below which *WADA*-accredited laboratories should not report that *Sample* as an *Adverse Analytical Finding*.

Minor: A natural *Person* who has not reached the age of eighteen (18) years.

NAD scheme: The *National Anti-Doping scheme* which is contained in Schedule 1 to the *Sport Integrity Australia Regulations 2020* (Cth).

National Anti-Doping Organisation: The entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Sample*s, manage test results, and conduct *Results Management* at the national level. If this designation has not been made by the competent public authority(ies), the entity

[95] Comment to *International-Level Athlete:* Consistent with the *International Standard* for *Testing and Investigations*, the International Federation is free to determine the criteria it will use to classify *Athletes* as *International-Level Athletes*, e.g., by ranking, by participation in particular *International Events*, by type of license, etc. However, it must publish those criteria in clear and concise form, so that *Athletes* are able to ascertain quickly and easily when they will become classified as *International-Level Athletes*. For example, if the criteria include participation in certain *International Events*, then the International Federation must publish a list of those *International Events*.

shall be the country's *National Olympic Committee* or its designee. In Australia, the *National Anti-Doping Organisation* is *SIA*.

***National Event*:** A sporting *Event* or *Competition* involving *International-Level* or *National-Level Athletes* that is not an *International Event.*

National Federation: A national or regional entity in Australia which is a member of or is recognised by an International Federation as the entity governing the International Federation's sport in that nation or region.

National-Level Athlete:

(a) an *Athlete* in the *SIA* CEO's *Registered Testing Pool, National Testing Pool* or *Domestic Testing Pool*; or

(b) an *Athlete* who participates in or prepares for a sporting event or sporting competition declared under clause 1.05A of the *NAD scheme* and published on the *SIA* website.

National Olympic Committee: The organisation recognised by the International Olympic Committee. The term *National Olympic Committee* shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical *National Olympic Committee* responsibilities in the anti-doping area. In Australia, the *National Olympic Committee* is the Australian Olympic Committee.

***National Sports Tribunal (NST)*:** The Australian tribunal established by the *National Sports Tribunal Act 2019*(Cth).

National Testing Pool: is the pool of *Athletes* designated as such by *SIA,* who are neither in *SIA's Registered Testing Pool* nor *SIA's Domestic Testing Pool* and who are subject to testing both *In-Competition* and *Out-of-Competition* as part of *SIA's* test distribution plan and who may be asked for whereabouts information.

No Fault or Negligence: The *Athlete* or *Other Person*'s establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had *Used* or been administered the *Prohibited Substance* or *Prohibited Method* or otherwise violated an anti-doping rule. Except in the case of a *Protected Person* or *Recreational Athlete*, for any violation of Article 2.1, the *Athlete* must also establish how the *Prohibited Substance* entered his or her system.

No Significant Fault or Negligence: The *Athlete* or *Other Person*'s establishing that his or her *Fault* or *Negligence*, when viewed in the totality of the circumstances and taking into account the criteria for *No Fault or Negligence*, was not significant in relationship to the anti-doping rule

violation. Except in the case of a *Protected Person* or *Recreational Athlete*, for any violation of Article 2.1, the *Athlete* must also establish how the *Prohibited Substance* entered his or her system.

Non-participant: A *Person* who is neither an *Athlete* nor an *Athlete Support Person*, and who is bound by this Anti-Doping Policy.

NST Act*: The National Sports Tribunal Act 2019*(Cth).

Operational Independence: This means that (1) board members, staff members, commission members, consultants and officials of the *Anti-Doping Organisation* with responsibility for *Results Management* or its affiliates (e.g., member federation or confederation), as well as any *Person* involved in the investigation and pre-adjudication of the matter cannot be appointed as members and/or clerks (to the extent that such clerk is involved in the deliberation process and/ or drafting of any decision) of hearing panels of that *Anti-Doping Organisation* with responsibility for *Results Management* and (2) hearing panels shall be in a position to conduct the hearing and decision-making process without interference from the *Anti-Doping Organisation* or any third party. The objective is to ensure that members of the hearing panel or individuals otherwise involved in the decision of the hearing panel, are not involved in the investigation of, or decisions to proceed with, the case.

Other Person: Includes an *Athlete Support Person* or a *Non-participant*.

Out-of-Competition: Any period which is not *In-Competition*.

Participant: Any *Athlete* or *Athlete Support Person*.

Person: A natural *Person* or an organisation or other entity.

Possession: The actual, physical *Possession*, or the constructive *Possession* (which shall be found only if the *Person* has exclusive control or intends to exercise control over the *Prohibited Substance* or *Prohibited Method* or the premises in which a *Prohibited Substance* or *Prohibited Method* exists); provided, however, that if the *Person* does not have exclusive control over the *Prohibited Substance* or *Prohibited Method* or the premises in which a *Prohibited Substance* or *Prohibited Method* exists, constructive *Possession* shall only be found if the *Person* knew about the presence of the *Prohibited Substance* or *Prohibited Method* and intended to exercise control over it. Provided, however, there shall be no anti-doping rule violation based solely on *Possession* if, prior to receiving notification of any kind that the *Person* has committed an anti-doping rule violation, the *Person* has taken concrete action demonstrating that the *Person* never intended to have *Possession* and has renounced *Possession* by explicitly declaring it to an *Anti-Doping Organisation*. Notwithstanding anything to the contrary in this definition, the purchase (including

by any electronic or other means) of a *Prohibited Substance* or *Prohibited Method* constitutes *Possession* by the *Person* who makes the purchase.[96]

Prohibited List: The *WADA* list identifying the *Prohibited Substance*s and *Prohibited Method*s.

Prohibited Method: Any method so described on the *Prohibited List*.

Prohibited Substance: Any substance, or class of substances, so described on the *Prohibited List*.

***Protected Person*:** An *Athlete* or other natural *Person* who at the time of the anti-doping rule violation: (i) has not reached the age of sixteen (16) years; (ii) has not reached the age of eighteen (18) years and is not included in any *Registered Testing Pool* and has never competed in any *International Event* in an open category; or (iii) for reasons other than age has been determined to lack legal capacity under applicable national legislation.[97]

Provisional Hearing: For purposes of Article 7.4.3, an expedited abbreviated hearing occurring prior to a hearing under Article 8 that provides the *Athlete* with notice and an opportunity to be heard in either written or oral form.[98]

Provisional Suspension: See *Consequences of Anti-Doping Rule Violation*s above.

Publicly Disclose: See *Consequences of Anti-Doping Rule Violation*s above.

***Recreational Athlete*:** In Australia, *Recreational Athlete* is defined as set out in the Introduction to this Anti-Doping Policy (Section "Scope of this Anti-Doping Policy").

Regional Anti-Doping Organisation: A regional entity designated by member countries to coordinate and manage delegated areas of their national anti-doping programs, which may include the adoption and implementation of anti-doping rules, the planning and collection of

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[96] Comment to *Possession*: Under this definition, anabolic steroids found in an *Athlete*'s car would constitute a violation unless the *Athlete* establishes that someone else used the car; in that event, the *Anti-Doping Organisation* must establish that, even though the *Athlete* did not have exclusive control over the car, the *Athlete* knew about the anabolic steroids and intended to have control over them. Similarly, in the example of anabolic steroids found in a home medicine cabinet under the joint control of an *Athlete* and spouse, the *Anti-Doping Organisation* must establish that the *Athlete* knew the anabolic steroids were in the cabinet and that the *Athlete* intended to exercise control over them. The act of purchasing a *Prohibited Substance* alone constitutes *Possession*, even where, for example, the product does not arrive, is received by someone else, or is sent to a third party address.

[97] Comment to *Protected Person*: The *Code* treats *Protected Persons* differently than other *Athletes* or *Persons* in certain circumstances based on the understanding that, below a certain age or intellectual capacity, an *Athlete* or *Other Person* may not possess the mental capacity to understand and appreciate the prohibitions against conduct contained in the *Code*. This would include, for example, a Paralympic *Athlete* with a documented lack of legal capacity due to an intellectual impairment. The term "open category" is meant to exclude competition that is limited to junior or age group categories.

[98] Comment to *Provisional Hearing*: A *Provisional Hearing* is only a preliminary proceeding which may not involve a full review of the facts of the case. Following a *Provisional Hearing*, the *Athlete* remains entitled to a subsequent full hearing on the merits of the case. By contrast, an 'expedited hearing', as that term is used in Article 7.4.3, is a full hearing on the merits conducted on an expedited time schedule.

*Sample*s, the management of results, the review of *TUE*s, the conduct of hearings, and the conduct of *Educational* programs at a regional level.

Registered Testing Pool: The pool of highest-priority *Athlete*s established separately at the international level by International Federations and at the national level by *National Anti-Doping Organisations*, who are subject to focused *In-Competition* and *Out-of-Competition Testing* as part of that International Federation's or *National Anti-Doping Organisation*'s test distribution plan and therefore are required to provide whereabouts information as provided in Article 5.5 of the *Code* and the *International Standard* for *Testing* and Investigations. In Australia, *SIA's Registered Testing Pool* is defined as set out in Article 5.5 of this Anti-Doping Policy.

Results Management: The process encompassing the timeframe between notification as per Article 5 of the *International Standard* for *Results Management*, or in certain cases (e.g., Atypical Finding, Athlete Biological Passport, whereabouts failure), such pre-notification steps expressly provided for in Article 5 of the *International Standard* for *Results Management*, through the charge until the final resolution of the matter, including the end of the hearing process at first instance or on appeal (if an appeal was lodged).

Results Management Authority: The *Anti-Doping Organisation* responsible for conducting *Results Management* in a given case.

Sample or Specimen: Any biological material collected for the purposes of *Doping Control.*[99]

SIA: Sport Integrity Australia.

SIA Act: The *Sport Integrity Australia Act 2020* (Cth).

SIA Regulations: *The Sport Integrity Australia Regulations 2020* (Cth) (the *National Anti-Doping scheme* is contained in Schedule 1 to the Regulations).

Signatories: Those entities accepting the *Code* and agreeing to implement the *Code*, as provided in Article 23 of the *Code*.

Specified Method: See Article 4.2.2.

Specified Substance: See Article 4.2.2.

Sport: The *Sporting Administration Body* who is party to this Anti-Doping Policy.

[99] Comment *Sample or Specimen*: It has sometimes been claimed that the collection of blood *Sample*s violates the tenets of certain religious or cultural groups. It has been determined that there is no basis for any such claim.

Sporting Administration Body: A *Sporting Administration Body* as defined by the *SIA Act*.

Sporting administration body Rules: The *Sporting Administration Body* Rules as contained in the *NAD scheme*. Definitions from the *NAD scheme* are to be used when interpreting the *Sporting Administration Body* Rules.

Strict Liability: The rule which provides that under Article 2.1 and Article 2.2, it is not necessary that intent, *Fault*, *Negligence*, or knowing *Use* on the *Athlete*'s part be demonstrated by the *Anti-Doping Organisation* in order to establish an anti-doping rule violation.

***Substance of Abuse*:** See Article 4.2.3.

Substantial Assistance: For purposes of Article 10.7.1, a *Person* providing *Substantial Assistance* must: (1) fully disclose in a signed written statement or recorded interview all information he or she possesses in relation to anti-doping rule violations or other proceeding described in Article 10.7.1.1, and (2) fully cooperate with the investigation and adjudication of any case or matter related to that information, including, for example, presenting testimony at a hearing if requested to do so by an *Anti-Doping Organisation* or hearing panel. Further, the information provided must be credible and must comprise an important part of any case or proceeding which is initiated or, if no case or proceeding is initiated, must have provided a sufficient basis on which a case or proceeding could have been brought.

Tampering: Intentional conduct which subverts the *Doping Control* process but which would not otherwise be included in the definition of *Prohibited Methods*. *Tampering* shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of a *Sample*, affecting or making impossible the analysis of a *Sample*, falsifying documents submitted to an *Anti-Doping Organisation* or *TUE* committee or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the *Anti-Doping Organisation* or hearing body to affect *Results Management* or the imposition of *Consequences*, and any other similar intentional interference or *Attempted* interference with any aspect of *Doping Control*.[100]

Target Testing: Selection of specific *Athletes* for *Testing* based on criteria set forth in the *International Standard for Testing* and Investigations.

[100] Comment *to Tampering*: For example, this Article would prohibit altering identification numbers on a *Doping Control* form during *Testing*, breaking the B bottle at the time of B *Sample* analysis, altering a *Sample* by the addition of a foreign substance, or intimidating or attempting to intimidate a potential witness or a witness who has provided testimony or information in the *Doping Control* process. *Tampering* includes misconduct which occurs during the *Results Management* process. See Article 10.9.3.3. However, actions taken as part of a *Person's* legitimate defense to an anti-doping rule violation charge shall not be considered *Tampering*. Offensive conduct towards a *Doping Control* official or other *Person* involved in *Doping Control* which does not otherwise constitute *Tampering* shall be addressed in the disciplinary rules of sport organisations.

Team Sport: A sport in which the substitution of players is permitted during a *Competition*.

Technical Document: A document adopted and published by *WADA* from time to time containing mandatory technical requirements on specific anti-doping topics as set forth in an *International Standard*.

Testing: The parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample* transport to the laboratory.

Testing Authority: The *Anti-Doping Organisation* that authorises *Testing* on *Athletes* it has authority over. It may authorise a *Delegated Third Party* to conduct *Testing* pursuant to the authority of and in accordance with the rules of the *Anti-Doping Organisation*. Such authorisation shall be documented. The *Anti-Doping Organisation* authorising *Testing* remains the *Testing Authority* and ultimately responsible under the *Code* to ensure the *Delegated Third Party* conducting the *Testing* does so in compliance with the requirements of the *International Standard* for *Testing* and Investigations.

***Therapeutic Use Exemption* (*TUE*):** A *Therapeutic Use Exemption* allows an *Athlete* with a medical condition to *Use* a *Prohibited Substance* or *Prohibited Method*, but only if the conditions set out in Article 4.4 and the *International Standard* for *Therapeutic Use Exemptions* are met.

Trafficking: Selling, giving, transporting, sending, delivering or distributing (or *Possessing* for any such purpose) a *Prohibited Substance* or *Prohibited Method* (either physically or by any electronic or other means) by an *Athlete*, *Athlete Support Person* or any *Other Person* subject to the jurisdiction of an *Anti-Doping Organisation* to any third party; provided, however, this definition shall not include the actions of bona fide medical personnel involving a *Prohibited Substance Used* for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving *Prohibited Substances* which are not prohibited in *Out-of-Competition Testing* unless the circumstances as a whole demonstrate such *Prohibited Substances* are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

Tribunal: A hearing body that is compliant with Article 8 of the *Code*.

TUE Committee or TUEC: *Therapeutic Use Exemption Committee*. In Australia, this role is fulfilled by the *Australian Sports Drug Medical Advisory Committee*.

UNESCO Convention: The International Convention against Doping in Sport adopted by the 33rd session of the UNESCO General Conference on 19 October 2005 including any and all amendments adopted by the States Parties to the Convention and the Conference of Parties to the International Convention against Doping in Sport.

Use: The utilisation, application, ingestion, injection or consumption by any means whatsoever of any *Prohibited Substance* or *Prohibited Method*.

WADA: The World Anti-Doping Agency.

***Without Prejudice Agreement*:** For purposes of Articles 10.7.1.1 and 10.8.2, a written agreement between an *Anti-Doping Organisation* and an *Athlete* or *Other Person* that allows the *Athlete* or *Other Person* to provide information to the *Anti-Doping Organisation* in a defined time-limited setting with the understanding that, if an agreement for *Substantial Assistance* or a case resolution agreement is not finalised, the information provided by the *Athlete* or *Other Person* in this particular setting may not be used by the *Anti-Doping Organisation* against the *Athlete* or *Other Person* in any *Results Management* proceeding under the *Code*, and that the information provided by the *Anti-Doping Organisation* in this particular setting may not be used by the *Athlete* or *Other Person* against the *Anti-Doping Organisation* in any *Results Management* proceeding under the *Code*. Such an agreement shall not preclude the *Anti-Doping Organisation*, *Athlete* or *Other Person* from using any information or evidence gathered from any source other than during the specific time-limited setting described in the agreement.

SECTION 7 – EXTREME WEATHER BY-LAW

NATIONAL POLICY

EXTREME WEATHER POLICY

EXTREME WEATHER POLICY

1. Purpose

1.1 Tennis Australia (**TA**) recognises the dangers of extreme weather and the need to ensure that there are appropriate policies and procedures in place to mitigate risks to players, officials, coaching staff and spectators at all of our Tournaments and Competitions should an extreme weather event occur.

1.2 The objectives of the Extreme Weather Policy (**Policy**) are to:

(a) protect the health, safety and well-being of persons who participate in tennis activities of Australian Tennis Organisations (**ATOs**) Tournaments and Competitions;

(b) ensure venues are safe places to play, spectate and officiate so far as is reasonably practicable; and

(c) provide a defined process to any event, Tournament and Competition organisers on managing extreme weather conditions.

2. Scope

2.1 This policy applies to all ATOs as defined below, and excludes any International Tennis Federation (**ITF**), Association of Tennis Professionals (**ATP**), Women's Tennis Association (**WTA**) tournaments and the Australian Open, which have their own extreme weather policies.

3. Definitions

3.1 The terms below have the following meanings in this Policy:

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Competition means a Team Competition and/or Weekly Competition with which an ATO is associated and at which tennis matches are played and which occurs over a series of weeks and/or on a regular basis and where players compete either individually or as part of a team.

Tournament means an event, championship, tournament, team event or challenge match that consists of one or several draws (for example draws for different age groups, genders and/or formats (i.e. singles, doubles, mixed doubles)) at which tennis matches are played. It also refers to any other exhibition event organised by an ATO as well as any event sanctioned by TA that is held within Australia.

Official includes the Referee, Assistant Referee, Court Supervisor, Chair Umpire, Tournament Director, Junior Coordinator or other Club/Association Official.

Shortened Formats means the method to shorten tennis matches as defined in the regulations that govern the relevant Tournament or Competition (i.e. the 'FAST4' format).

Wet Bulb Globe Temperature (WBGT) is a measure of the heat stress in direct sunlight, which takes into account the temperature, humidity, wind speed, sun angle and cloud cover.

4. Policy Statement

4.1 In recognition of the risks associated with extreme weather, ATO Officials and any other relevant administrators responsible for organising and managing Tournaments and Competitions must at all times place the health, safety and welfare of players, officials, coaching staff and guests ahead of the Tournament or Competition, irrespective of the inconvenience, cost or other considerations.

4.2 Officials responsible for conducting and managing Tournaments and Competitions must:

(a) Appoint a nominated Tournament Referee or Tournament Director to monitor regularly weather forecasts in the lead up to, and during the period of use for the Tournaments and Competitions using the Bureau of Meteorology (**BOM**) Website (www.bom.com.au); and

(b) Comply with the specific Extreme Weather Procedures prescribed in Sections 5 - 9 of this Policy.

5. Extreme Heat & Thermal Comfort

Risks Involving Extreme Heat

5.1 Vigorous movement, such as playing tennis, may place some people at greater risk of heat illness, especially in hot weather and/or in high humidity. If untreated, heat illness can lead to more serious and potentially life-threatening conditions, including heat stroke.

Measurement of Heat Stress

5.2 Ambient air temperature is an indicator of how comfortable it would feel when playing tennis, however the air temperature is only one factor in the assessment of thermal stress.

5.3 Other factors, principally humidity, can vary widely day to day and should be considered for a more realistic assessment of comfort. It is useful to condense the extra effects into a single number and use it in a similar way to the measurement of air temperature.

5.4 The Wet Bulb Globe Temperature (**WBGT**) is recognised as the standard, and the measurement, which is to be applied by ATOs to determine the base Thermal Comfort level.

Determining the Thermal Comfort Level for the Location of the Specific Tournament/Competition

5.5 To ensure all Tournaments and Competitions conducted by ATOs are consistent, the Thermal Comfort Level and ambient air temperature must be taken from the BOM website.

5.6 The reading shall come from the weather station closest to the location of the event (measured using the shortest path between two points) and always taken from the WGBT Shade column.

5.7 For ease of reference, the BOM page for each State/Territory WGBT value is linked below:

Australian Capital Territory	http://www.bom.gov.au/products/IDN65179.shtml
New South Wales	http://www.bom.gov.au/products/IDN65179.shtml
Northern Territory	http://www.bom.gov.au/products/IDD65155.shtml
Queensland	http://www.bom.gov.au/products/IDQ65214.shtml

South Australia	http://www.bom.gov.au/products/IDS65004.shtml
Tasmania	http://www.bom.gov.au/products/IDT65050.shtml
Victoria	http://www.bom.gov.au/products/IDV65079.shtml
Western Australia	http://www.bom.gov.au/products/IDW65100.shtml

Extreme Heat Procedures during Tournaments

5.8 The following procedures have been developed for Tournament play and must be applied by the Tournament Referee or Tournament Director (whichever is applicable) as soon as they become aware that the WGBT reading exceeds the thresholds determined as per below.

Players competing in 16 and under Tournaments:
When the WGBT reading exceeds **30.0 ºC** , an environmental assessment shall be undertaken and consideration should be given to reducing the match to a Shortened Format at: a) the completion of the current set for matches in progress; or b) all sets for matches which are yet to commence.
When the WGBT reading exceeds **32.5 ºC** or the ambient air temperature exceeds **36.0 ºC** a) matches in progress shall be suspended at the completion of the current game; and b) new matches must not commence until the WGBT is less than **32.5 ºC** or the ambient air temperature less than **36.0 ºC**.
Players competing in over 16 Tournaments:
When the WGBT reading exceeds **30.0 ºC**, an environmental assessment shall be undertaken and consideration given to reducing the match to a Shortened Format at: a) the completion of the current set for matches in progress; or b) all sets for matches which are yet to commence.
When the WGBT reading exceeds **32.5 ºC** or the ambient air temperature exceeds **38.0 ºC** a) matches in progress shall be suspended at the completion of the current game, and b) new matches must not commence until the WGBT is less than **32.5 ºC** or the ambient air temperature is less than **38.0 ºC**.
Players competing in Seniors Tournaments in the over 65 category:
When the WGBT reading exceeds **30.0 ºC**, an environmental assessment shall be undertaken and consideration given to reducing the match to a Shortened Format at: a) the completion of the current set for matches in progress, or b) all sets for matches which are yet to commence.
When the WGBT reading exceeds **32.5 ºC** or the ambient air temperature exceeds **36.0 ºC** a) matches in progress shall be suspended at the completion of the current game, and b) new matches must not commence until the WGBT is less than **32.5 ºC** or the ambient air temperature is less than **36.0 ºC**.
Players are competing in Wheelchair Tournaments:
When the WGBT reading exceeds **28.0 ºC**, an environmental assessment shall be undertaken and consideration given the match to a Shortened Format at: a) the completion of the current set for matches in progress, or b) all sets for matches which are yet to commence.
When the WGBT reading exceeds **32.5 ºC** or the ambient air temperature exceeds **36.0 ºC**

a) matches in progress shall be suspended at the completion of the current game, and
b) new matches must not commence until the WGBT is less than **32.5ºC** or the ambient air temperature is less than **36.0 ºC**.

Extreme Heat Procedures during Competition Play

5.9 The Competition organiser must ensure that all clubs, centres or participating teams are aware of this Policy and ensure their by-laws enable a consistent application of clauses 5.10 and 5.11.

5.10 Junior Competition involving players under 16 years of age:

a) If the forecasted WGBT exceeds 32.5ºC or ambient temperature exceeds 36.0 ºC up to one hour before play is due to commence, play may be cancelled and communicated as broadly as possible to all clubs and participants.

b) Where, during play the WGBT exceeds 32.5 ºC or the ambient air temperature exceeds 36.0 ºC, play must be suspended on completion of the current game.

c) After suspension of play, the WGBT remains greater than 32.5ºC or ambient temperature remains 36.0 ºC for more than 90 consecutive minutes, play maybe cancelled by the relevant official, administrator, team captain or club representative.

d) Play can also be cancelled by mutual agreement of both teams within the 90-minute period outlined in 5.10(c).

5.11 Open Competition

a) If the forecasted WGBT reading within 24 hours and up to one (1) hour before play is due to commence exceeds 32.5ºC or ambient temperature exceeds 38.0 ºC, play may be cancelled and the communicated as broadly as possible to all clubs and participants.

b) Where, during play the WGBT exceeds 32.5 ºC or ambient temperature exceeds 38.0 ºC, play must be suspended on completion of the current game.

c) After suspension of play, if the WGBT remains greater than 32.5 ºC or ambient temperature remains 38.0 ºC for more than 90 consecutive minutes, play may be cancelled by the relevant official, administrator, team captain or club representative.

d) Play can also be cancelled by mutual agreement of both teams within the 90-minute period outlined in 5.11(c).

6. Rain, Flood and Hail

6.1 Rainstorms, flooding and hail have the potential to create dangerous conditions for players, officials and spectators. The relevant Officials and Any other relevant administrators must ensure the health, safety and well-being of players, officials and spectators as the overriding priority.

6.2 Where rain, flood and hail create an unacceptable risk, the relevant official or any other relevant administrators may suspend play until court surfaces and surrounds are fit for play or cancel the days' play if it is unlikely to be safe.

7. Thunderstorms and Lightning

7.1 The definition of a thunderstorm is where lightning can be seen and/or thunder can be heard. Any storm which produces thunder means lightning is always present, even if it is obscured by cloud (it is the lightning which produces the thunder).

7.2 The simplest and most effective way to assess this distance of lightning is the 30-second rule. If there is less than 30 seconds between the lightning and thunder, then the lightning is within 10 km of the listener. (30 seconds at the speed of sound is 10.2km).

7.3 When a lightning strike is within 10km of the event, officials and administrators who are responsible for the event must suspend play and ensure players, officials, coaching staff and guests are removed from the area to a safe place, such as a large, structurally sound building.

7.4 The storm and/or cloud cover may make it difficult to observe and monitor lightning. The relevant Officials and any other relevant administrators are encouraged to use online tools (i.e. Blitzortung or Lightning Maps) to provide a more accurate assessment of the presence of lightning in the area.

7.5 Play can resume once the threat of lightening has passed, which is measured by the lightning and thunder being greater than 30 seconds apart and/or more than 10km away.

8. High Wind

8.1 High winds have the potential to create dangerous conditions for players, officials and spectators. The relevant Officials and any other relevant administrators must ensure the health, safety and well-being of players, officials and spectators as the overriding priority and where windy conditions create an unacceptable risk and have the authority under this policy to suspend or cancel play.

8.2 Examples of windy conditions which create an unacceptable risk and where play maybe suspended:

(a) Foreign objects being blown onto the court;

(b) Court furniture or court fixtures being disturbed;

(c) Fences or court equipment being damaged; and/or

(d) Player health being affected by the force of the wind.

9. Sand, Dust or Smoke (Airborne Contaminants)

9.1 Any situation in which the air quality is compromised presents a risk to players, officials and spectators, especially if they have a pre-existing medical condition.

9.2 Airborne contaminates can come in many forms, but the most common are sand, dust or smoke.

9.3 The relevant Officials and any other relevant administrators must ensure the health, safety and well-being of players, officials and spectators is the overriding priority and where the air quality conditions create an unacceptable risk, have the authority under this Policy to suspend play.

9.4 If smoke is present it is recommended that the source is determined to ensure that the smoke is not toxic, not likely to worsen or is not due to a fire in the vicinity. If the smoke presents any danger, through reduction in visibility or ability to breathe properly, then play must be suspended or cancelled and all patrons removed to a safe area.

10. Review and Promotion

10.1 This Policy will be reviewed on a regular basis. In addition to this regular review, recommendation for changes to this Policy may be submitted to the TAICU via integrity@tennis.com.au for consideration. If changes are made, the Policy will be updated via TA's website.

10.2 This Policy will be made available to the general public on TA's website and will be communicated to all Board and staff members of TA and all ATOs.

10.3 Should a person wish to make any enquiries in relation to this Policy, please contact the TAICU via integrity@tennis.com.au

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SECTION 8 – ANTI-CORRUPTION BY-LAW

TENNIS ANTI-CORRUPTION PROGRAM (2023)

Effective 01 January 2023

A. Introduction

The purpose of the Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies. Any decision related to this Program involving an element of discretion or judgment must always be based on the overall goal of promoting the integrity of tennis.

B. Definitions

B.1 "Anti-Doping Rule Violation" refers to a breach of the TADP as defined in Article 2 of the TADP from time to time.

B.2. "Agreed Sanction" refers to the sanction(s) agreed by a Covered Person with the ITIA following receipt of a notice by which the ITIA proposes to determine the Covered Person's guilt and the applicable sanction for one or more Corruption Offenses pursuant to the process set out in Section F.5. and/or the expedited process set out in Section F.7 ("Expedited Agreed Sanction").

B.3. "AHO" refers to an Anti-Corruption Hearing Officer.

B.4 "ATP" refers to the ATP Tour, Inc.

B.5 "Business Day" refers to a day when banks are open for business in London, England. In this Program, a period of time expressed as a number of days (whether Business Days or calendar days) refers to days not including the first day.

B.6. “CAS” refers to the Court of Arbitration for Sport.

B.7 “Class B Member of the ITF” refers to a tennis body which holds this category of membership in the ITF in accordance with the ITF constitution.

B.8. “Consideration” refers to anything of value except for money.

B.9. “Corruption Offense” refers to any violation of any provision of the Program by a Covered Person, including any offense described in Section D, E or F of this Program.

B.10. “Covered Person” refers to any Player, Related Person, or Tournament Support Personnel. Covered Person does not include any Sanctioned Event or the Governing Bodies.

B.11. “Decision” refers to a written decision of an AHO as described in Section G.4.b.

B.12. “Demand” refers to a formal written demand for information issued by the ITIA to any Covered Person.

B.13. “Event” refers to those professional tennis matches and other tennis competitions identified in Appendix 1.

B.14. “Governing Bodies” refers to the ATP, the ITF, the WTA and the GSB.

B.15. “GSB” refers to the Grand Slam Board.

B.16. “Hearing” refers to a hearing before an AHO in accordance with Section G of this Program.

B.17. “Information in the public domain” refers to information which has been published or is a matter of public record or can be readily acquired by an interested member

of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.

B.18. "Inside Information" refers to information about the likely participation or likely performance of a Player in an Event such as information relating to the Player's health and/or fitness to play, as well as information concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.

B.19. "ITF" refers to the International Tennis Federation.

B.20. "ITIA" refers to the International Tennis Integrity Agency.

B.21. "Major Offense" refers to any Corruption Offense that the ITIA determines by reference to the applicable sanctioning guidelines to be an offense that, based on the facts underlying the offense, should be subject to a sanction of more than a six month suspension and/or a fine of more than $10,000.

B.22 "National Association" refers to a national tennis association in membership of the ITF in accordance with the ITF constitution.

B.23. "Notice of Major Offense" refers to a written communication by the ITIA to a Covered Person pursuant to Section G.1.a. alleging that a Covered Person committed one or more Corruption Offenses that the ITIA has referred to an AHO pursuant to Section F.4.

B.24. "Notice of Offense" refers to a written communication by the ITIA to a Covered Person pursuant to Section F.6.a. by which the ITIA provides notice that a Covered Person committed an Offense.

B.25. "Offense" refers to any Corruption Offense that the ITIA determines by reference to the applicable sanctioning guidelines to be an offense that, based on the facts

underlying the offense, should be subject to a sanction of no more than a six month suspension and/or a fine up to $10,000.

B.26. "Participation" refers to playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event.

B.27. "Player" refers to any player who enters or participates in any Event.

A person shall be a Player for the purposes of this Program, and shall remain bound by all provisions of this Program, until the earlier of (i) the date of the Player's valid retirement in accordance with the requirements of the TADP, or (ii) two years after the last Event in which they enter or participate, unless, at either such time, the Player (a) is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of such period of ineligibility or (b) is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation[1], in which case the covered period shall instead cease upon the ITIA closing the investigation or the Player or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier.

Where B.27(b) applies, the ITIA shall, where possible, notify the person that they remain a Player by reason of such investigation (save where it is not aware of a law enforcement investigation into the Player or has not been authorized to notify the Player by law enforcement) and shall notify them when they are no longer a Player.

B.28. "Program" refers to this Tennis Anti-Corruption Program.

B.29. "Provisional Suspension" refers to a period of ineligibility from Participation in Sanctioned Events imposed by the ITIA at any time prior to an AHO's issuance of a written Decision containing sanctions as described in Section G.4.b.

[1] By way of example, through having been interviewed.

B.30. "PTIO" refers to the Professional Tennis Integrity Officer appointed by each Governing Body.

B.31. "Related Person" refers to any coach, PTIO, 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 be a Related Person for the purposes of this Program, and shall remain bound by all provisions of this Program, until two years after the last Event at which the Related Person receives accreditation unless the Related Person notifies the appropriate Governing Body in writing that they are no longer receiving accreditation in which case they will cease to be a Related Person on the date of that notice, save where the Related Person (i) is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of such period of ineligibility; or (ii) is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation[2], in which case the covered period shall instead cease upon the ITIA closing the investigation or the Related Person or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier.

Where B.32(ii) applies, the ITIA shall, where possible, notify the person that they remain a Related Person by reason of such investigation (save where it is not aware of a law enforcement investigation into the Related Person or has not been authorized to notify the Related Person by law enforcement) and shall notify them when they are no longer a Related Person.

B.32. "Sanctioned Event" refers to any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by any Governing Body, and/or by any National Association or Class B Member in membership of the ITF.

[2] By way of example, through having been interviewed.

B.33. “SB" refers to the Tennis Integrity Supervisory Board.

B.34. “Substantial Assistance” refers to assistance given by a Covered Person to the ITIA that results in the discovery or establishing of a corruption offense by another Covered Person.

B.35. **“**TADP” refers to the Tennis Anti-Doping Programme.

B.36. **“**Tennis Betting” refers to placing a Wager in connection with the outcome or any other aspect of any Event or any other tennis competition. **“**Tennis Betting” expressly excludes all of the following to the extent that they do not involve a Wager: fantasy sports, prize or prediction competitions, sweepstakes, console, computer, online, social, social media or mobile games or applications.

B.37. **“**Tennis Betting Brand” refers to the name, symbol, logo, design or other mark (i) of a Tennis Betting Operator or a Tennis Betting product or service, or (ii) that, in the ITIA’s discretion, is confusingly similar to the public in comparison to the name, symbol, logo, design or other mark of a Tennis Betting Operator or a Tennis Betting product or service.

B.38. **“**Tennis Betting Operator” refers to any entity that directly offers and/or accepts Tennis Betting, including, without limitation, bookmakers and any person or entity who operates websites, applications, retail, credit, telephone, online and/or mobile Tennis Betting services; casinos operating sports books with Tennis Betting; and lotteries operating sports books with Tennis Betting.

B.39. “Tournament Support Personnel” refers to any tournament director, official, owner, operator, employee, agent, contractor or any similarly situated person and ATP, ITF, GSB and WTA staff providing services at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.

A person shall be Tournament Support Personnel for the purposes of this Program, and shall remain bound by all provisions of this Program, until two years after the last Event at which the Tournament Support Personnel provides services or receives accreditation unless the Tournament Support Personnel notifies the appropriate Governing Body in writing that they are no longer providing services or receiving accreditation in which case they will cease to be Tournament Support Personnel on the date of that notice, save where the Tournament Support Personnel(i) is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of such period of ineligibility; or (ii) is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation[3], in which case the covered period shall instead cease upon the ITIA closing the investigation or the Tournament Support Personnel or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier.

Where B.40(ii) applies, the ITIA shall, where possible, notify the person that they remain a Tournament Support Personnel by reason of such investigation (save where it is not aware of a law enforcement investigation into the Related Person or has not been authorized to notify the Related Person by law enforcement) and shall notify them when they are no longer a Tournament Support Personnel.

B.40. "Wager" refers to any arrangement involving a real money stake or financial risk (which includes, without limitation, hard and digital currencies) and/or any other form of financial speculation on the outcome of an unpredictable event.

B.41. "WTA" refers to the WTA Tour, Inc.

C. Covered Players, Persons and Events

C.1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be

[3] By way of example, through having been interviewed.

deemed to accept all terms set out herein as well as the ITIA Privacy Policy which can be found at https://www.itia.tennis/privacy-policy/. They shall remain bound until such time as they are no longer a Covered Person.

C.2. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.

C.3. The ITIA shall be permitted to issue a Notice of Offense, Notice of Major Offense and/or a proposal for an Agreed Sanction (under Section F.5. and/or F.7.) to any individual where they are no longer a Covered Person but were a Covered Person at the time of the events giving rise to the charges within the notice. In those circumstances, the provisions of this Program shall apply to such individual.

C.4. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Corruption Offenses and Reporting Obligation

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

D.1. Corruption Offenses.

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

D.1.b. No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting ("Facilitation").[4]

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

D.1.c. No Covered Person shall, directly or indirectly, offer, provide, seek or obtain accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense, regardless of whether any money, benefit or Consideration is offered or discussed.

D.1.d. No Covered Person shall, directly or indirectly, contrive the outcome, or any other aspect, of any Event.

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

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

D.1.e. No Covered Person shall, directly or indirectly, facilitate any Player to not use his or her best efforts in any Event.

D.1.f. No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player's best efforts in any Event.

D.1.g. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.

D.1.h. No Covered Person shall, directly or indirectly, provide any Inside Information (i) in exchange for any money, benefit or Consideration or (ii) when the Covered Person knew or reasonably should have known that the Inside Information might be used for betting purposes, and appears to have been so used, regardless of whether the Covered Person provided it for that purpose or obtained or sought any benefit in return for the Inside Information.

D.1.i. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.

D.1.j. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

D.1.k. No Covered Person shall, directly or indirectly, offer, pay or accept any money, benefit or Consideration for the provision of a wildcard to an Event.

D.1.l. No Covered Person shall make any misrepresentation to seek or obtain on behalf of any person at any Event any registration or accreditation that allows access to areas such person would not otherwise be permitted to access (for example, seeking accreditation for an individual to a “players only” area by falsely certifying that a person is the Covered Person’s coach).

D.1.m. No Covered Person shall:

D.1.m.i. purposely delay or manipulate entry of score(s) or scoring data from any Event for any reason; or

D.1.m.ii. directly or indirectly, offer, provide, or accept any money, benefit or Consideration for the delay or manipulation of score(s) or scoring data from any Event.

D.1.n. No Covered Person shall, directly or indirectly, attempt, agree, or conspire to commit any Corruption Offense.

D.1.o. No Covered Person shall, directly or indirectly, solicit, facilitate or incite any other person to commit, attempt, agree or conspire to commit any Corruption Offense.

D.1.p. No Covered Person shall sell, purchase, collect, publish or make repeated transmissions of the contemporaneous results of any aspect of any Event without the consent of any Governing Body or Event either on site at an Event (“Courtsiding”) or remotely during an Event by scraping or scouting information from websites, data streams or other electronic sources of live scoring data.

D.1.q. No Covered Person, whether personally or via another arrangement or legal entity, may endorse, be employed, sponsored and/or otherwise engaged by a Tennis Betting Operator.

D.1.r. No Covered Person shall, in a professional or sport-related capacity, associate with any Related Person who:

D.1.r.i. is serving any period of ineligibility or Provisional Suspension in terms of this Program; or

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

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

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

If the Covered Person establishes either:

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

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

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

D.2. Reporting Obligation.

D.2.a. Players.

D.2.a.i. In the event any Player is approached by any person who requests the Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.

D.2.a.ii. In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the ITIA as soon as possible.

D.2.a.iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the ITIA as soon as possible.

D.2.a.iv. A Player shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.

D.2.a.v. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.

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

D.2.b.i. In the event any Related Person or Tournament Support Person is approached by any person who requests the Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.

D.2.b.ii. In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the ITIA as soon as possible.

D.2.b.iii. A Related Person or Tournament Support Person shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.

D.2.c. For the avoidance of doubt, a failure by any Covered Person to comply with (i) the reporting obligations set out in Section D. and/or (ii) the duty to cooperate under Section F.2. shall constitute a Corruption Offense for all purposes of the Program.

E. Additional Matters

E.1. Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In

such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.

E.2. For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.

E.3. Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.

E.4. A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (i) promptly reports such conduct to the ITIA and (ii) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

E.5 Establishment of a Corruption Offense under this Program shall not require (i) proof of any of the purposes described in Section A of this Program (ii) proof of a corrupt motive, gambling or a quid pro quo or (iii) identification of the Event to which a Corruption Offense pertains.

F. Investigation and Procedure

F.1. Anti-Corruption Hearing Officer.

F.1.a. The SB shall appoint one or more independent AHOs, who shall be responsible for (i) determining Major Offense matters which are not resolved by way of an Agreed Sanction; (ii) determining appeals on Offense matters; (iii) determining Provisional Suspension appeals and imposing Provisional Suspensions pursuant to Section G.4.a.; and (iv) any other functions as set out in this Program.

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

F.2. Investigations.

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

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

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

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

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

F.2.a.v. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.

F.2.b. All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if requested. Even in the case where a Covered Person is represented by a legal counsel, the Covered Person is still personally responsible for ensuring that they cooperate fully with the investigation. The Covered Person shall be deemed not to have cooperated if the Covered Person's legal counsel interferes with an ITIA investigation. A Covered Person's failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person in any matter referred to an AHO.

F.2.c. When a Covered Person becomes aware that the Covered Person has evidence related to any Corruption Offense, but in any event no later than when a Covered Person receives an ITIA request for an initial interview or otherwise becomes aware of any ITIA investigation involving any Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.d.(i) or other information related to any Corruption Offense and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.

F.2.d. If the ITIA has reasonable grounds to believe that a Covered Person may have committed a Corruption Offense and that access to the following sources is necessary to assist the investigation, the ITIA may make a Demand to any Covered Person to furnish to the ITIA any object or information regarding the alleged Corruption Offense, including, without

limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers) so that the ITIA may copy and/or download data and/or other information from those devices relating to the alleged Corruption Offense, (ii) access to any social media accounts and data accessed via cloud services by the Covered Person (including provision of user names and passwords), (iii) hard copy or electronic records relating to the alleged Corruption Offense(s) (including, without limitation, itemized telephone billing statements, text of SMS and WhatsApp messages received and sent, banking statements, cryptocurrency wallets, transaction histories for any money transfer service or e-wallet, Internet service records), computers, tablets, hard drives and other electronic information storage devices, and (iv) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense(s). The Covered Person shall furnish such object or information immediately, where practical to do so, or within such other time as may be set by the ITIA. The Covered Person acknowledges and agrees that, considering the large volume of data on some personal devices, the ITIA's examination and extraction of information may take several hours, and that the duration of the extraction process (no matter how long) shall not provide a basis to object to the immediate compliance with a Demand. Any information furnished to the ITIA shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii) used by the ITIA solely for the purposes of the investigation and prosecution of a Corruption Offense, subject to Section F.2.f.

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

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

F.3. Provisional Suspension.

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

F.3.b. Except as provided in Section G.4.a. and F.3.d. (in which case a Provisional Suspension is mandatory), the ITIA may impose a Provisional Suspension if the ITIA determines that Section F.3.b.i and/or Section F.3.b.ii below apply:

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

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

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

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

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

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

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

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

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

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

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

F.3.c. The ITIA shall promptly notify the Covered Person that the Provisional Suspension has been imposed. The ITIA's notice of the Provisional Suspension to the Covered Person shall include the information upon which the ITIA relied in deciding to impose the Provisional Suspension. Two or more Covered Persons may be Provisionally Suspended in the same notice when any of the factors listed in Section G.1.c.i-iii applies. The Covered Person may appeal the Provisional Suspension by sending a written notice of appeal to the ITIA within ten Business Days of notification. The Covered Person's written notice of appeal shall include the information upon which the Covered Person's appeal is based. The ITIA shall allow additional time for the Covered Person to send the notice of appeal if the Covered Person requests additional time prior to the expiry of the existing deadline for sending the notice. The ITIA will refer the Covered Person's appeal to an AHO. Within five Business Days after receipt of the Covered Person's notice of appeal of a Provisional Suspension, the ITIA may provide a written reply to the Covered Person's notice of appeal. The AHO will determine the appeal as expeditiously as possible, and, ordinarily, based on written submissions only. Where there are a number of Covered Persons who appeal Provisional Suspensions imposed by the same notice or which are based on related conduct the AHO may consider the appeals together and in such cases the AHO shall issue a single decision regarding the appeals unless the AHO determines that separate decisions would be more appropriate under the circumstances.

F.3.d. The provisions of Section H regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a Provisional Suspension. The Provisional Suspension shall take effect from the date

on which the ITIA imposes the Provisional Suspension and shall remain in place in accordance with Section F.3.e.

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

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

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

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

F.3.e.iv. the ITIA determines that a Covered Person who was provisionally suspended under Section F.3.b.i.1 (failure to comply with a Demand) subsequently complied with the Demand; or

F.3.e.v. an AHO determines on application by the Covered Person that either of the following apply;

F.3.e.v.1 In respect of a Provisional Suspension imposed pursuant to Section F.3.b.i, 90 calendar days have passed since the latter of the imposition of a Provisional Suspension by the ITIA or the dismissal of an appeal against the imposition of a Provisional Suspension and as at the date of the application, none of the criteria in Section F.3.b apply; or

F.3.e.v.2 In respect of a Provisional Suspension imposed pursuant to Section F.3.b.ii, none of the criteria in Section F.3.b.ii apply as at the date of the application nor do any of the criteria in Section F.3.b.i.

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

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

F.3.f. In the event that a Provisional Suspension is imposed against a Player under this Section F.3. whilst the Player is participating in an Event, that Player will be entitled to retain any ranking points and prize money that the Player has earned from participating in the Event in advance of the Provisional Suspension being imposed subject to Section H.1.f.

F.3.g. The ITIA will publicly report the imposition of a Provisional Suspension after the latter of the expiry of the appeal period or the decision of an AHO to dismiss an appeal, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential, except in cases:

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

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

F.3.g.iii involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance where the ITIA (or an AHO in the case of an appeal)

has determined that publication would undermine any case(s) or investigation(s) related to the information.[5]

F.4. Referral to the AHO.

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

F.5. Agreed Sanction.

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

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

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

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

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

F.5.v. a warning that acceptance of the proposed Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this

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

Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction.

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

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

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

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

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

F.6. Offenses.

F.6.a. At the conclusion of an investigation, if the ITIA determines that the preponderance of the evidence demonstrates that a Covered Person has committed an Offense that, by reference to the applicable sanctioning guidelines, should be subject to no more than a six month suspension and/or a fine up to $10,000 the ITIA may send a Notice of Offense to a Covered Person setting out:

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

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

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

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

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

F.6.a.vi. a warning that (i) the Covered Person shall solely be responsible for payment of any legal fees or costs the Covered Person incurs in connection with any appeal and (ii) appealing the Notice of

Offense may result in an AHO's imposing a sanction greater than the sanction specified in the Notice of Offense.

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

F.6.b.i. admits the Offense but seeks to mitigate the sanction; or

F.6.b.ii. disputes the Offense and the sanction**.**

F.6.c. Unless the ITIA provides the Covered Person a proposal for Agreed Sanction pursuant to Section F.5., the ITIA shall refer any appeal of any Notice of Offense to an AHO for final determination.

F.6.d. If the Covered Person admits the Offense but seeks to mitigate the sanction under F.6.b.i., the AHO shall determine the sanction without a hearing based on the written submissions of the Covered Person and the ITIA.

F.6.e. If the Covered Person disputes the Offense and the sanction under F.6.b.ii., the matter shall proceed to a final hearing before the AHO, which shall be conducted in accordance with the procedures described in G.2. and G.3. of the Program. If the AHO determines that a Corruption Offense has been committed, the AHO shall issue a sanction in accordance with Section H.

F.6.f. The AHO's ruling on the Covered Person's appeal of the Notice of Offense pursuant to F.6.b. shall be a final determination of the matter, and the Covered Person shall not be permitted to file any claim, further appeal or seek any other relief from CAS or any other court or tribunal regarding the AHO's ruling.

F.6.g. If the Covered Person does not appeal the Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense), then the sanction becomes a final, non-reviewable, non-appealable and enforceable sanction. Except in cases (i) involving a Covered Person who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family, (iii) involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance[7] as described in Section H.6. where an AHO has determined that publication would undermine any case(s) or investigations(s) related to the information or (iv) involving a Covered Person whose sanction determined by the ITIA is a warning without any suspension or fine, the ITIA will publicly report any sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

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

F.7. Expedited Agreed Sanction

Notwithstanding the standard Agreed Sanction procedure set out in Section F.7. above, if the ITIA receives credible information from law enforcement (for example, phone records or evidence of money transfers) linking a Covered Person to criminal activity that constitutes one or more Corruption Offenses, the ITIA may send a proposal for an Expedited Agreed Sanction to the Covered Person setting out:

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

F.7.i. a summary of the Corruption Offense(s) alleged to have been committed, including the Section(s) of this Program alleged to have been infringed;

F.7.ii. the facts upon which such allegations are based, including the information provided by law enforcement linking the Covered Person to the criminal activity;

F.7.iii. the potential sanctions prescribed under this Program for such Corruption Offenses;

F.7.iv. the Expedited Agreed Sanction of up to three years and $15,000; and

F.7.v. a warning that acceptance of the proposed Expedited Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction.

If the Covered Person accepts the proposed Expedited Agreed Sanction within ten Business Days of the receipt of the proposal, then the proposed sanction(s) becomes a final, non-reviewable, non-appealable and enforceable Agreed Sanction, except pursuant to Section H.6 the sanction is reduced if the Covered Person has provided Substantial Assistance to the ITIA. Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance[8] as described in Section H.6. and, as determined at the discretion of an AHO, publication would undermine any case(s) or investigation(s) related to the purported Substantial Assistance information, the ITIA will publicly report any

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

Agreed Sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

If the Covered Person does not accept the proposed Expedited Agreed Sanction within ten Business Days of the date of receipt of the proposal, then the ITIA may take any action authorized by Section F or G of this Program.

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

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

F.8. Contact Requirements.

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

G. Due Process

G.1. Commencement of Proceedings.

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

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

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

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

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

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

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

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

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

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

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

G.1.d.i. to admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the ITIA on the recommended sanction.

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

G.1.d.iii. to admit that he or she has committed the Corruption Offense(s) specified in the Notice of Major Offense, but to dispute and/or seek

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

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

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

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

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

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

G.1.f. If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the SB appoint a substitute or successor AHO for such matter in accordance with Section F.1.

G.1.g. In the event a Covered Person requests a Hearing under Section G.1.d.ii or G.1.d.iii, thereafter, but no more than fifteen Business Days after the date of the Notice or request for a Hearing is received, the AHO shall convene a meeting or telephone conference with the ITIA and/or its legal representatives (if any), the Covered Person to whom the Notice of Major Offense was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting or telephone conference the AHO shall:

G.1.g.i. determine the date(s) (no sooner than twenty Business Days after the meeting or telephone conference, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice of Major Offense is sent, and ordinarily within ninety calendar days of the date that the Covered Person requests a Hearing.

G.1.g.ii. establish dates reasonably in advance of the date of the Hearing at which:

G.1.g.ii.1. the ITIA and the Covered Person shall produce (i) any relevant documents or other materials upon which they intend to rely at the Hearing and (ii) any relevant documents or other materials requested by the other party where it is appropriate to do so;

G.1.g.ii.2. the ITIA and the Covered Person shall exchange any sworn witness statements, together with copies of any exhibits that they intend to rely on at the Hearing;

G.1.g.ii.3. the ITIA shall submit a written brief with argument on all issues to be raised at the Hearing;

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

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

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

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

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

and in the interests of the fair and efficient management of proceedings to do so.

G.2. Conduct of Hearings.

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

G.2.b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.

G.2.c. The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence, challenge the evidence of the other party through cross-examination, address the AHO and present his, her or its case. The written witness evidence submitted, including that of a Covered Person, shall stand as the evidence of that witness without the need for direct examination at the Hearing.

G.2.d. The ITIA shall make arrangements to have the Hearing recorded or transcribed at the ITIA expense. If requested by the Covered Person, the ITIA shall also arrange for an interpreter to attend the Hearing, at the ITIA's expense.

G.2.e. Witness testimony presented in person or by audio or video conference is acceptable.

G.2.f. The SB members, PTIOs and any employees of the ITIA who are not witnesses shall be permitted to attend all hearings, in person or by audio or video conference.

G.3. Burdens and Standards of Proof.

G.3.a. The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.

G.3.b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.

G.3.c. If a Covered Person appeals a Provisional Suspension, the AHO shall not overturn the Provisional Suspension unless the AHO determines that the Provisional Suspension is not supported by substantial evidence. Substantial evidence is more than a mere scintilla and means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Circumstantial evidence is sufficient, and direct evidence is not required. The AHO's determination of whether the Provisional Suspension is supported by substantial evidence shall be

limited to (i) information considered by the ITIA in imposing the Provisional Suspension, (ii) information included with the Covered Person's written notice of appeal and (iii) information included with any ITIA reply to the Covered Person's written notice of appeal of a Provisional Suspension. An AHO's decision regarding a Covered Person's appeal of a Provisional Suspension shall have no preclusive effect in any subsequent proceedings by the ITIA involving the Covered Person.

G.3.d. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

G.4. Decisions.

G.4.a. Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make. In the event that the Covered Person is found liable of one or more of the charges against them and sanction is not determined at the same time as the decision on liability, the AHO, either of the AHO's own volition or on an application by the ITIA, must impose a Provisional Suspension pending the final decision on sanction.

G.4.b. The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 15 Business Days after the Hearing. The AHO shall issue a single Decision for all Corruption Offenses in a Notice, even if two or more Covered Persons are charged in the same Notice, unless the AHO determined prior to the Hearing that the proceedings should be severed

for fair and efficient management. Such Decision will be sent to the parties and shall set out and explain:

G.4.b.i. the AHO's findings as to what Corruption Offenses, if any, have been committed;

G.4.b.ii. the sanctions applicable, if any, as a result of such findings;

G.4.b.iii. that any fine must be paid in full prior to applying for reinstatement;

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

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

G.4.c. The ITIA shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the ITIA. Each party shall bear its own costs, legal, expert and otherwise.

G.4.d. Subject only to the rights of appeal under Section I. of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

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

Assistance[9] where an AHO has determined that publication would undermine any case(s) or investigation(s) related to the information.

H. Sanctions

H.1. Except as provided in Sections F.5., F.6. and F.7., the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

H.1.a. With respect to any Player, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c., and (iii) with respect to any violation of Section D.1., clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

H.1.b. With respect to any Related Person or Tournament Support Person, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (c)-(p), Section D.2 and Section F., ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.

H.1.c. A Covered Person who has been declared ineligible from Participation in a Sanctioned Event shall be permitted to receive accreditation or otherwise access a Sanctioned Event if invited to do so by any Governing Body for

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

the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.

H.1.d. No Player who has been declared ineligible shall, during the period of ineligibility, be credited with any ranking points for any competition played during the period of ineligibility.

H.1.e. A period of ineligibility under Section H.1.a. or b. shall be tolled during any period for which (i) a Covered Person is suspended by a Governing Body for violating a code (other than this Program) that regulates the conduct of the Covered Person, or (ii) a Player seeks or has obtained approval of a protected ranking or a special ranking for any reason, including due to injury. For the avoidance of doubt, a period of ineligibility under Section H.1.a. or b. shall be held in abeyance during a TADP period of ineligibility.

H.1.f. Where a Player is found to have corrupted an Event, they shall forfeit any medals and titles obtained in that Event.

H.2. The ITIA may report information regarding an investigation to the SB and the Governing Bodies at any time.

H.3. The ITIA may report Corruption Offenses that also violate laws and regulations to the competent administrative, professional or judicial authorities.

H.4. If any Covered Person commits a Corruption Offense under this Program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.

H.5. If a Covered Person violates the prohibition against Participation during the period of any sanction under this Program any results they obtain during such Participation will be disqualified, with all resulting consequences including forfeiture of any medals, titles, ranking points and prize money, and a new period of ineligibility equal in length to the original period of ineligibility will be added to the end of the original period of ineligibility.

The new period of ineligibility may be adjusted based on the Covered Person's degree of fault in breaching their suspension and other circumstances of the case (and so may include a reprimand and no period of ineligibility). The determination of whether a Covered Person has violated the prohibition against Participation, and whether the new period of ineligibility should be adjusted, will be made by the AHO or the ITIA, whichever body imposed the initial period of ineligibility. A decision pursuant to this Section H.5 by an AHO may be appealed pursuant to Section I.1. A decision pursuant to this Section H.5 by the ITIA may be appealed by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

A Covered Person who violates the prohibition against Participation during a Provisional Suspension under this Program will receive no credit for any period of Provisional Suspension served and any results they obtain during such participation will be disqualified, with all resulting consequences, including forfeiture of any medals, titles, ranking points and prize money. The determination of whether a Covered Person has violated the prohibition against Participation during a Provisional Suspension will be made by the AHO or the ITIA, whichever body imposed the Provisional Suspension. A decision pursuant to this Section H.5 by an AHO may be appealed pursuant to Section I.1. A decision pursuant to this Section H.5 by the ITIA may be appealed within ten Business Days by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

H.6. Substantial Assistance. At any time other than during the pendency of an appeal of a Decision, the AHO may reduce any sanction if the Covered Person has provided Substantial Assistance to the ITIA. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the ITIA to make submissions regarding the application. Where a Covered Person commits a Corruption Offense in order to provide Substantial Assistance, the commission of the Corruption Offense shall invalidate the Substantial Assistance application and the ITIA will, notwithstanding any prior contrary order of an AHO, publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential and the exceptions set forth in Section G.4.e. Further, such Corruption Offense may

be the subject of a separate prosecution by the ITIA. The AHO has complete discretion in consideration of an application for reduction of a sanction under this provision. Where the sanction in a particular case is imposed by the ITIA rather than an AHO, the ITIA shall fulfil the role of the AHO as set out in this Section H.6. Save in relation to Agreed Sanctions which incorporate a reduction for Substantial Assistance, a decision pursuant to this Section H.6 by the ITIA may be appealed within ten Business Days by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

I. Appeals

I.1. The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b; (ii) a determination that the AHO lacks jurisdiction to rule on an alleged Major Offense or its sanctions; or (iii) a decision by an AHO pursuant to Section H.5 to extend the period of ineligibility from Participation previously imposed in a Decision issued pursuant to Section G.4. The foregoing is an exhaustive list. A Covered Person may not appeal any other matter to the CAS, including without limitation a decision regarding a Provisional Suspension or a decision (or a part thereof) regarding Substantial Assistance. For the avoidance of doubt, appeals against more than one of the elements of a Decision set out in Section G.4.b must be made to the CAS together. Where separate decisions are rendered by an AHO for one or more elements of a Decision set out in Section G.4.b, the time to appeal shall commence running on the date of receipt by the appealing party of the last such decision. The appeal shall be conducted in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings.

I.2. Any decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.

I.3. In any CAS appeal, the proper parties are (i) the Covered Person and (ii) the ITIA. Neither the AHO, SB, the employees, agents and attorneys of the ITIA, the Tennis

Integrity Unit, the PTIOs, the Governing Bodies nor their employees shall be named as parties.

I.4. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the decision by the appealing party.

I.5. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

I.6. A Covered Person's failure to notify the ITIA of an appeal of a Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense) constitutes acceptance of the sanction and waives (i) any right to any hearing before an AHO, (ii) any right to appeal in accordance with Section I of this Program, and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the sanction.

I.7. Acceptance of an Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction, which is final, non-reviewable, non-appealable and enforceable upon a Covered Person's acceptance of an Agreed Sanction.

J. Conditions of Reinstatement

J.1. If a Covered Person intends to return to participation following a period of ineligibility, they shall complete ITIA-approved education within the final 25% of their period of ineligibility. Once a Covered Person has completed the afore-mentioned education and their period of ineligibility or suspension has expired and they have paid all fines and/or prize money forfeitures, the Covered Person will

become automatically eligible and no application by the Covered Person for reinstatement will be necessary.

J.2. All fines and/or prize money forfeitures imposed on Covered Persons hereunder must be paid within thirty calendar days following the letter of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the Covered Person shall be ineligible for participation in any Sanctioned Event until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and/or the ITIA shall have the discretion to establish an instalment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

K. General

K.1. Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.

K.2. This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.

K.3. In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.

K.4. Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

K.5. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.

K.6. Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person, save that the applicable sanctioning guidelines shall be those in force at the time of the sanctioning exercise.

K.7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

Appendix 1

Grand Slam Tournaments (Excluding the Junior Competition)
Nitto ATP Finals
Next Gen ATP Finals
ATP Masters 1000
ATP 500
ATP 250
ATP Challenger Tour
WTA Finals
WTA Elite Trophy
WTA 1000
WTA 500
WTA 250
WTA 125
ITF World Tennis Tour Tournaments (Excluding Junior Tournaments)
Davis Cup
Billie Jean King Cup
Hopman Cup
ATP Cup
Laver Cup
United Cup
Olympic Tennis Event
Paralympics Tennis Event
ITF Wheelchair Tennis Events

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

SECTION 9 – PRIVACY BY-LAW

NATIONAL POLICY

PRIVACY POLICY

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PRIVACY POLICY

1. Purpose and Application

1.1 Tennis Australia Limited (**Tennis Australia**) is the governing body of tennis in Australia. Tennis Australia organises a number of tennis events including, without limitation, the Australian Open and Australian Open lead in events. Tennis Australia also manages and promotes various tennis programs, including without limitation, Tennis Hot Shots, Cardio Tennis and the Free Tennis Days. Padel Australia Limited (**Padel Australia**) is a subsidiary of Tennis Australia and the governing body of padel in Australia.

1.2 In its roles as the governing body of tennis and padel in Australia, Tennis Australia and Padel Australia are committed to protecting your personal information in accordance with the Australian Privacy Principles as set out in the *Privacy Act 1988 (Cth)*. If you do not agree to the terms of this Policy, we recommend you stop using the applicable Website or App (as defined in section 4.2 below) or do not engage with the applicable ATO (as defined below).

1.3 In Australia, tennis programs, events and activities are implemented and conducted by a number of different tennis organisations across the country. Accordingly, Tennis Australia has developed this Policy to apply to each Australian Tennis Organisation (**ATO**) as detailed below.

1.4 For the purpose of this Policy, each of the following is an **ATO**:

(a) **Tennis Australia**;

(b) **Padel Australia**;

(c) **The Australian Tennis Foundation**;

(d) **Member Associations**, being the governing body of tennis in each Australian State and Territory known as Tennis ACT, Tennis Victoria, Tennis New South Wales, Tennis Queensland, Tennis NT, Tennis West, Tennis SA and Tennis Tasmania;

(e) **Affiliated Organisations**, being those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) that are affiliated to Tennis Australia or a Member Association from time to time in accordance with the Tennis Australia or Member Association constitution (as the case may be);

(f) **Regional Associations**, being those regional or metropolitan tennis associations that are members of, or affiliated to, a Member Association;

(g) **Affiliated Clubs**, being those tennis clubs that are a member of or affiliated to a Regional Association and/or Member Association; and

(h) **Tennis Australia and Padel Coach Members**, being those coaches that are Tennis Australia Coach Members or Padel Australia Coach Members.

1.5 Tennis Australia may disclose your personal information to another ATO, and ATOs may disclose your personal information to Tennis Australia or other ATOs. Each organisation will collect and use your personal information in accordance with this Policy.

1.6 This Policy describes how ATOs may collect, hold and use personal information. By providing your personal information to an ATO, you consent to its use, storage and disclosure in accordance with this Policy.

1.7 It is important to note that only tennis organisations that are affiliated with Tennis Australia can be an ATO. If you choose to deal with a non-affiliated tennis organisation, this Policy will not apply.

1.8 Tennis Australia may, from time to time, review and update this Policy to adapt to changing business practices, and to take into account new laws and technology. The use, storage and disclosure of all personal information held by an ATO will be governed by the most recent Policy, as posted at http://www.tennis.com.au/privacy. Tennis Australia will notify you of any amendments by posting an updated version of this Policy on the Website. This Policy was last updated on 14 March 2023.

2. What personal information may be collected about you?

2.1 The kinds of personal information that an ATO collects about you depends on the purposes for which the information was collected and is required (examples of those purposes are given in section 5 of this Policy). Examples of the types of personal information an ATO may collect are:

(a) contact information, such as your name, phone numbers, address details, email address and social media details (for example, your Facebook name, or Instagram handle);

(b) your date of birth, age, gender, tennis rankings and results;

(c) details of tennis or padel programs that you have participated in and the organisations that you have participated with;

(d) details of a disability you may suffer, if you elect to provide that information to allow the ATO to provide you with relevant services, information and assistance;

(e) details of your cultural background, nationality, and language(s) spoken, if you elect to provide that information to allow the ATO to provide you with culturally sensitive information, services and assistance;

(f) copies of communications between an ATO and you;

(g) information regarding any outstanding payments owed by you to an ATO;

(h) your payment details, if you apply for membership, purchase of goods or services from, or make other payments to, an ATO or their agents, licensees or contactors;

(i) details of your academic qualifications, results, professional interests, reference checks, car registration and drivers licence details (if applicable), if you apply for employment or volunteer positions with an ATO or where otherwise in connection with an investigation conducted by the ATO;

(j) background checks, including reference checks, police checks, working with children checks and completed member protection declarations and related documents. This personal information may be obtained and retained by an ATO as necessary if:

(i) you apply for, and/or obtain employment or a volunteer position;

(ii) you apply for and/or obtain Tennis Australia or Padel Australia Coach Membership;

(iii) you are proposing to, or provide certain services to an ATO;

(iv) you apply for and/or obtain accreditation at a tennis event;

(v) you are a tennis or padel player participating in one of our programs or a tennis or padel tournament, competition or event;

(vi) you are involved in a matter or investigation conducted by the Tennis Integrity Unit or an ATO; or

(vii) appropriate in the circumstances to obtain background checks in relation to you before entering into contracts, arrangements or understandings with you, or entities related to you;

(k) medical information and emergency contact details. For example, this information may be held about you if you are a tennis player and/or have elected to participate in fitness or sporting activities, such as Cardio Tennis;

(l) non-personally identifiable information, such as your IP address, browser type, web pages visited (that may, if combined with other information, be personal information); and

(m) other personal information provided voluntarily by you. For example, this could be information provided by you in response to ATO surveys or competitions.

3. How is personal information collected?

3.1 Generally, an ATO will collect personal information directly from you. For example, an ATO may collect personal information:

(a) provided by you, if you:

(i) are a tennis or padel player;

(ii) attend a tennis or padel activity or event and participate in activities during that event;

(iii) purchase a ticket or a corporate hospitality package to a tennis or padel event from an ATO or an authorised agent or licensee;

(iv) purchase merchandise, or other products or services, from an ATO or an authorised agent or licensee;

(v) are a Tennis Australia or Padel Australia Coach Member, Tennis Hot Shots deliverer and/or Cardio Tennis deliverer;

(vi) wish to apply for employment at, or volunteer for, an ATO;

(vii) wish to provide services to an ATO;

(viii) enter a competition or promotion being conducted by an ATO;

(ix) engage with an ATO via email, telephone, mail or social media;

(x) elect to receive tennis related newsletters or other information;

(xi) submit information to an ATO in an application or consent form, survey, feedback form, incident report or complaint; or

(xii) when you enter your personal information, or consent to your personal information being entered into, one of Tennis Australia's online IT systems or an IT system managed by another ATO (**IT Systems**),

(b) when you engage with an ATO in the course of it providing and delivering tennis related services, operations and other activities, including automatically when you use one of Tennis Australia's websites or mobile applications (for example, http://www.tennis.com.au/, http://www.ausopen.com, http://cardiotennis.com.au/, http://hotshots.tennis.com.au), http://www.padel.org.au, or a website or mobile application managed by another ATO (collectively, the **Websites and Apps**); and

(c) that is given to it by another ATO or a third party in the course of its business. Examples of such third parties include the International Tennis Federation (ITF), Women's Tennis Association (WTA), Association of Tennis Professionals (ATP), the Australian Institute of Sport (AIS), the Australian Olympic Committee (AOC), the International Tennis Integrity Agency (ITIA), Universal Tennis (UTR), non-affiliated tennis organisations, Tennis Australia or Padel Australia Coach Members, schools who take part in Tennis Australia or Padel Australia programs, or law enforcement and regulatory bodies.

You can choose not to provide an ATO with some or all of the personal information that it requests. However, this may affect how an ATO can communicate with you and provide its products and services to you, as well as your ability to participate in the ATO's programs and apply for employment or volunteer positions with an ATO. If it is unreasonable or impracticable for an ATO to deal with you where you have not provided the information or consents that it requests, it may have no realistic option but to decline to do so.

3.2 An ATO will generally collect personal information regarding a child under the age of 16 years from the parent or other 'responsible person' associated with that child. At times an ATO may collect personal information regarding an adult from another 'responsible person' associated with that adult.

3.3 Padel Australia may also collect personal information from padel organisations that are members of Padel Australia's 'partnership program'. Any personal information provided to Padel Australia by padel clubs and operators will be handled in accordance with this Policy.

4. Information collected via the Websites and Apps

4.1 When you visit and browse a Website or use an App, an ATO and the relevant Website host or App may collect and store certain types of information about your use of the Website or App (including automatically), to provide with you with the Website or App's functionality, and for other purposes, as detailed below.

Clickstream Data & Cookies

4.2 An ATO may use clickstreams, as well as cookies, pixels and other similar technologies to recognize your browser or device, so that we can monitor which parts of our Websites and Apps are most frequently visited, to administer, maintain and improve their performance and to better understand what is of interest to you and our audience, including to personalise your experience. For example, the information may include:

(a) the number of users visiting the Website or App and the number of pages viewed by our users;

(b) the date, time and duration of your visit;

(c) the unique identifiers of your device (such as your IP address or mobile device identifier);

(d) your browser software; and

(e) the path you take through the Website or App.

4.3 If you access our Websites or click-through an email we send you, a cookie may be downloaded onto your device. Cookies may recognize your browser or device but will otherwise not identify you, your email passwords or your bank account details.

4.4 You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences.

4.5 If you disable the use of cookies on your web browser, or remove or reject specific cookies from the Websites or linked sites, then you may not be able to access all of the content and facilities in those Websites, and it may prevent us from recognising when you visit a Website and presenting information we think would be of interest to you.

5. How can an ATO use and disclose the personal information it collects about you?

5.1 An ATO may collect and use your personal information to conduct and administer its operations and to provide, improve and market its products and services. Examples of the ways in which an ATO may use your personal information include:

(a) to provide you with products or services you have requested;

(b) to verify your identity and reduce the likelihood of duplications in IT Systems and Websites and Apps, to provide you with a better individual experience;

(c) to complete and retain background checks where necessary;

(d) if you work in the tennis and padel industries, to provide prospective customers with your contact details for the purposes of offering your services, including if you are a Tennis Australia or Padel Australia Coach Member, listing your contact details listed on the Websites and other promotional materials (with your consent);

(e) to develop, run, and administer existing and new competitions, programs, activities and other events;

(f) to provide and maintain rankings systems;

(g) to share player information with the ITF, WTA, ATP, Australian Olympic Committee, Sport Australia, the International Padel Federation and other relevant bodies;

(h) to organise medical treatment;

(i) to administer, manage and improve the Websites, Apps and IT Systems, to provide you with access to those Websites, Apps and IT Systems, and their functionality, such as linking to and viewing the profiles of your family connections or viewing your competition schedule in Competition Planner;

(j) to assist other ATOs as is reasonably necessary for their functions or activities, or their legitimate interests, including to manage your relationship with ATOs (for example, disclosing information about your financial standing with an ATO where necessary like whether you are a financial member);

(k) to implement and administer Tennis Australia's other National Policies, copies of which are available on Tennis Australia's website at https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies;

(l) to disclose to an ATO's professional advisers, including accountants, auditors and lawyers, or insurers or insurance brokers, when necessary or appropriate;

(m) to assist law enforcement and regulatory bodies, when necessary or appropriate;

(n) for direct marketing communications by way of post, email, text message or any other electronic means from an ATO about products, including services, event tickets, merchandise and special offers made available by either an ATO or their corporate partners, licensees, sponsors, suppliers and broadcasters, if you have consented to receive such communications or would reasonably expect to receive such communications;

(o) where permitted by an ATO, to enable third party corporate partners, licensees, sponsors, other ATOs, suppliers and broadcasters who have a relationship with an ATO, to market and promote their products and services to you by way of post, email, text message or any other electronic means if you have consented to receive such communications or would reasonably expect to receive such communications; and

(p) to personalise your experience with an ATO, including to display online interest-based advertising (sometimes referred to as personalised or targeted ads) for products, services and events that may be of interest to you.

5.2 If an ATO sends you a direct marketing message, you will be able to opt-out at any time, by using the 'unsubscribe' or other similar feature included on all electronic marketing communications or contacting the ATO in accordance with section 8 below.

5.3 An ATO may have contractual relationships with third-party suppliers and service providers who assist or partner with the ATO. For example, IT vendors who develop, test and maintain IT Systems, Websites and Apps, medical consultants who provide medical services at events, corporate partners and sponsors who support the ATO's activities, or individuals who carry out research, or the compilation or analysis of statistics, relevant to the ATOs (**Third Parties**). These Third Parties are granted access to your personal information only as needed to supply products and services to the ATO. Third Parties may be located outside Australia (for example, in Belgium, China, France, Germany, Hong Kong, the Netherlands, Singapore, the United Kingdom and the United States of America). Other than as described below, an ATO will require a Third Party to protect your personal information under their contract with the ATO, including appropriate confidentiality provisions and requirements to comply with Australian privacy laws.

5.4 Like many other organisations, an ATO may also provide information to third parties who serve advertising on websites or apps that an ATO does not operate, or who provide online marketing platforms (including via social media). This information is shared so that we can serve you with more useful and relevant advertising, and to measure its effectiveness. An ATO will not generally share your name or other information that directly identifies you. Instead, an ATO will use its best endeavours to ensure that the information provided for this

purpose is encrypted or an advertising identifier such as a cookie or device identifier is used. At times, these providers may be located outside of Australia including in countries like the United States. You may have rights against those parties under overseas privacy laws, but the providers may not be subject to Australian privacy laws. You may be able to opt-out or control how advertising is displayed to you on those third-party websites or services by adjusting your advertising preferences directly on those websites or services.

5.5 An ATO may also disclose your personal information to an international organisation if you are involved in a tournament sanctioned by that international organisation (for example the International Tennis Federation based in the United Kingdom).

5.6 An ATO will not otherwise disclose or use personal information without your consent, unless the disclosure is:

(a) in accordance with this Policy or any agreement with you; or

(b) required or authorised by law, including the Australian Privacy Principles as set out in the *Privacy Act 1988 (Cth)*.

6. Security and retention of personal information

Security Measures

6.1 Each ATO aims to keep your personal information secure. Any personal information that is collected via a Website or App or which is held on an ATO's IT System is protected by appropriate technical and organisational measures, which may include firewalls, strong data encryption, intrusion detection, two factor authentication and prevention systems and the separation of data.

6.2 To give you further comfort that we value the protection of your personal information, we implement further appropriate technical and organisational measures for your benefit, for example;

(a) limiting physical access to our buildings and venues and user access to our IT Systems only to those we believe are entitled to be there, or on a "need to know" basis;

(b) proactive monitoring of our IT Systems; and

(c) using industry standards to support the maintenance of robust information security management systems,

however, no server is guaranteed to be 100% secure and unauthorised access may occur, despite us taking all reasonable steps.

Retention

6.3 We will keep your personal information for the purposes set out in this Policy and in accordance with applicable laws. We will not retain your personal information for longer

than is necessary. If an ATO has no further need for your personal information, it will take reasonable steps to de-identify it or will remove it from its IT Systems and destroy all record of it.

7. How to correct and access personal information

7.1 If you provided your personal information via an IT System, Website or App, you can update your personal information at any time by logging onto the relevant IT System, Website or App and submitting the updated information. Alternatively, you can contact an ATO in accordance with section 8 to request that the ATO updates or corrects the personal information held about you.

7.2 You may be entitled to access personal information that an ATO holds about you. You can request access to the personal information by contacting that ATO in accordance with section 8. The ATO may charge a reasonable fee to provide you with access (although we will let you know what the fee is before we grant you access). There may be some legal or administrative reasons to deny access. If an ATO refuses your request to access your personal information, it will provide you with written reasons for the refusal where reasonable to do so.

8. Who to contact about privacy matters

8.1 Each ATO is responsible for protecting the personal information that it holds about you in accordance with this Policy. If you have any queries, we recommend contacting the relevant responsible ATO directly in the first instance.

8.2 If you:

(a) would like to access the personal information that Tennis Australia or an ATO holds about you;

(b) have a complaint;

(c) would like to exercise your rights in relation to your personal information, for example:

(i) to correct inaccurate personal information we hold about you;

(ii) to restrict our use of your personal information, if applicable;

(iii) to delete your personal information in certain circumstances; or

(iv) to receive personal information an individual has provided TA in a structured, commonly used, machine-readable format, in certain circumstances,

or simply require further information about this Policy, you can contact Tennis Australia's Privacy Officer either:

(a) by email to: privacy@tennis.com.au; or

(b) by writing to: Privacy Officer, Tennis Australia, Private Bag 6060 Richmond Victoria 3121 Australia.

Tennis Australia will investigate your queries and complaints within a reasonable time and will notify you of the outcome of our investigation (usually within 30 days). Tennis Australia may refer your correspondence to the relevant ATO if necessary to ensure a timely response.

8.3 You subsequently have the right to file a complaint with our supervisory authority (namely, the OAIC, by following the procedure at https://www.oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint).

8.4 If anything in this Policy is inconsistent with any Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

SECTION 10 – PARTICIPATION AND ONLINE SYSTEM TERMS AND CONDITIONS

Online Systems: Conditions of Use

NATIONAL POLICY

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ONLINE SYSTEMS: CONDITIONS OF USE

1. Purpose

1.1. Tennis Australia (**TA**) provides access to a number of Online Systems for the benefit of tennis players, tennis fans and other tennis stakeholders.

1.2. It is important that members of the tennis community recognise that having access to TA's Online Systems is a privilege not a right. It is important that users conduct themselves appropriately and behave with respect whilst using the Online Systems.

1.3. The purpose of these Online Systems: Conditions of Use (**Conditions of Use**) is to protect, promote and educate the tennis community on using TA Online Systems in a safe and appropriate manner. It is ultimately each user's responsibility to comply with these Conditions of Use and make informed decisions on how to use the Online Systems appropriately.

2. Application

2.1. These Conditions of Use apply to all individuals and organisations who use and access TA's Online Systems.

2.2. All users have the responsibility to comply with these Conditions of Use.

2.3. Australian Tennis Organisations (**ATO**s) must:

(a) adopt and comply with these Conditions of Use; and

(b) recognise and enforce any sanction(s) imposed under these Conditions of Use.

2.4. These Conditions of Use are to be read in conjunction with TA's Member Protection Policy (**MPP**), Safeguarding Children Code of Conduct, Disciplinary Policy, Social Media Policy and TA's People and Culture Policies (**Other TA Policies**) as amended from time to time.

2.5. If anything in these Conditions of Use is inconsistent with any Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

3. Definitions

3.1. Capitalised terms used, but not defined in these Conditions of Use have the meaning given to them in TA's MPP.

3.2. The terms below have the following meanings in these Conditions of Use:

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Online Systems includes the numerous online platforms, systems, portals and webpages that TA provides to players, fans and other tennis stakeholders. This includes, but is not limited to, MyTennis, Bounce, Tournament Software and ClubSpark. These systems are generally operated by TA on servers in Australia but may be operated by third parties contracted by TA using servers both in Australia and overseas.

Personal Information means any information, or an opinion, about an identified individual, or an individual who is reasonably identifiable. This may include, but is not limited to, an individual's name, date of birth, address or contact information.

4. Conditions of using Online Systems

4.1. TA wants everyone who uses the Online Systems to have a safe and enjoyable experience and TA needs your help to ensure this is the case.

4.2. As such, in using the Online Systems you agree that you will not:

(a) post content that:

i. contains hate speech or may be interpreted as being racially offensive;

ii. is threatening, aggressive, abusive, offensive, intimidating, sexually explicit, racist, sexist or otherwise inappropriate;

iii. constitutes pornographic or profane material, or contains nudity or graphic or gratuitous violence;

iv. is likely to or intended to incite violence;

(b) use an Online System for any improper or unlawful purpose, including without limitation:

i. stalking, harassing, bullying or discriminating against other users;

ii. misleading or deceptive conduct, defamation or a breach of confidence;

iii. posting content that interferes with the conduct of any event or activity run by an ATO;

iv. accessing, disclosing and/or using Personal Information stored in an Online System for a purpose other than the primary purpose that such information was collected (unless an exception applies under the Australian Privacy Principles). Note that exceptions under the Australian Privacy Principles include, but are not limited to where:

A. the individual has consented to their personal information being used or disclosed for a specific purpose other than the primary purpose;

B. the individual would reasonably expect the use or disclosure of their personal information for a purpose other than the primary purpose, and that other purpose is related to the primary purpose of collection; or

C. the use or disclosure for a purpose other than the primary purpose is required or authorised by or under an Australian law or a court/tribunal order;

(c) impersonate any other person or entity while using the Online Systems;

(d) upload viruses or other malicious code designed to damage the Online Systems;

(e) do anything that could disable, overburden, or impair the proper working or appearance of an Online System;

(f) copy or reverse-engineer any Online System;

(g) collect content from any Online System using automated means (such as harvesting bots, robots, spiders, or scrapers); or

(h) post or send unauthorised commercial communications (such as 'spam' or advertisements) on, or using personal information from, the Online Systems.

4.3. TA may delete any content from any Online System at any time (in its sole and absolute discretion).

5. Intellectual Property

5.1. All copyrights in all components of the Online Systems are owned or licensed by TA unless otherwise indicated.

5.2. You must not copy, modify or transmit any component of or material from the Online Systems without TA's consent. In particular, you must not incorporate any component or material from any part of an Online System in any commercial work or publication, and no component or material from an Online System may be distributed or copied for any commercial purpose. You may save, print or reproduce copy from the Online Systems **solely** for your personal (non-commercial) education or information.

5.3. The Online Systems also contain trademarks which may be registered and other intellectual property rights or otherwise protected by law. These include without limitation the TA logo and the logos of tennis tournaments. You are **not** permitted to copy or use these trademarks.

5.4. Where you are invited to submit any contribution to an Online System (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to:

(a) warrant to TA that your contribution is your own original work, is not defamatory, does not infringe any law, that you have the right to make it available to TA and will not infringe or violate any other person's rights, including their intellectual property rights; and

(b) grant TA a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, distribute, and exercise all copyright and publicity rights with respect to your contribution worldwide. If you do not want to grant to TA the rights set out above, you should not submit your contribution to any Online System.

5.5. You are not permitted to publish links to Online Systems on your own websites or systems without TA's express permission.

6. Your Personal Information

6.1. TA respects your privacy. The personal information you submit while using an Online System will be collected, used and disclosed in accordance with any privacy statement disclosed to you and TA's Privacy Policy (http://www.tennis.com.au/privacy), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.

6.2. In certain limited situations, the information that you submit while using an Online System may be made publicly available in accordance with TA's Privacy Policy. For example:

(a) if you are a TA coach member, your business and contact details may be advertised to prospective participants at www.tennis.com.au; or

(b) if you are a tennis player with TA, your name, age/year of birth, location and/or contact details may appear on tennis rankings, tournament schedules, competition schedules and results pages.

6.3. It is your responsibility to keep your personal details, including contact information, accurate and up-to-date so TA can most effectively communicate with you and operate the Online Systems for your benefit.

7. Anti-spam notice

7.1. You **must not** use any personal information (including, but not limited to names, locations and any email addresses) that appears on an Online System without express consent to send out unsolicited commercial electronic messages (whether by you personally or by another third party).

8. Sign on credentials

8.1. You may be required to register or sign-on as a user to access certain areas of the Online Systems. You may need to provide an ID, username, password or other sign-on credentials when doing so. You must ensure that you keep your sign-on credentials secret and that you do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.

8.2. It is your responsibility to notify TA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.

8.3. You must not transfer your sign-on credentials to anyone without first obtaining TA's permission.

8.4. TA may merge your records if you have duplicate or superfluous sign-on credentials or other records on Online Systems in order to improve the operation of the Online Systems for your benefit.

8.5. If you are under 16 years old, you should obtain the consent of your parent or guardian before using or registering for an Online System.

9. Administrators

9.1. Some components of Online Systems are only accessibly by specific TA Personnel, ATOs' Personnel, or particular groups of TA stakeholders (i.e. Tournament Directors, coaches, officials or schools) for the purpose of granting them the ability to administer elements of Online Systems. If you are an administrator of an Online System, your role is to:

(a) ensure that the information you record in an Online System is accurate and complete;

(b) update information in Online Systems as and when you become aware that the information is out-of-date;

(c) maintain the security of your administrator sign-on credentials;

(d) comply with all aspects of these Conditions of Use; and

(e) if you are recording, accessing, disclosing and/or using Personal Information in an Online System, ensure:

i. the relevant individual is notified that their Personal Information will be used in accordance with TA's Privacy Policy (as defined in clause 6.1); and

ii. such Personal Information in the Online System is used only for the purpose it is provided (being for tennis activities and not for any other purpose).

10. No liability for content

10.1. TA may update any content on any Online System from time to time at its discretion, without notice.

10.2. The Online Systems may contain links to other websites or systems including social media channels. TA provides these links as a courtesy and ready reference for engaging in tennis and not as an endorsement of any website or system, its operator or any goods or services promoted. TA is not responsible for, and will not be liable in respect of, the content or operation of any other websites or system.

10.3. Subject to any applicable law:

(a) you use the Online Systems at your own risk;

(b) TA provides you with access to the Online Systems without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;

(c) TA does not guarantee, or make any representations or warranties that the Online Systems will always be safe, secure, complete, available, and free of errors;

(d) TA excludes all warranties, whether express or implied, in relation to the Online System and any goods or services accessible or promoted via the Online Systems.

10.4. TA excludes and will not, in any case, be liable for:

(a) any direct loss or damage that you may suffer as a result of using the Online Systems;

(b) any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your use of the Online Systems, even if TA was aware or ought to have been aware of the possibility of such loss or damage;

however arising, whether in contract, tort, negligence, misrepresentation or otherwise.

11. If you are concerned speak up

11.1. If users are genuinely concerned that there has been any conduct which may amount to a breach of these Conditions of Use, they should speak up. TA encourages Personnel to report any use of Online Systems which they suspect contravenes these Conditions of Use.

11.2. If any person suspects that these Conditions of Use have been breached, they may make a report to:

(a) A Member Protection Information Officer of an ATO;

(b) a TA Integrity Officer (via email to integrity@tennis.com.au or by completing this online form); or

(c) TA's Whistleblower Service - Stopline (via phone on 1800 117 233, email to tennis@stopline.com.au or their website),

(in each case, a **Report**).

11.3. Following receipt, the Report must be registered with the TA Integrity and Compliance Unit (**TAICU**) through TA's online Complaint Management System (**CMS**)..

11.4. If a Report involves alleged conduct that amounts to a potential breach of these Conditions of Use and Other TA Policies, action may be taken under these Conditions of Use and/or one or more applicable Other TA Policies.

12. Investigations

12.1. A member of the TAICU may investigate any Report.

12.2. At the commencement of the investigation of a Report, a member of the TAICU must notify the Respondent in writing of the following:

(a) that these Conditions of Use apply;

(b) the details of the alleged breach/es (as well as providing a copy of these Conditions of Use); and

(c) that the Respondent may provide a response to the alleged breach/es within seven (7) days, or such other period determined by the member of the TAICU,

(**Notice of Alleged Breach/es**).

12.3. The investigation process may or may not include any one or more of the following steps:

(a) collecting witness statements;

(b) conducting interviews;

(c) conducting a forensic investigation of the Online Systems;

(d) collecting any other information deemed relevant or necessary;

(e) requesting a written response from the person alleged to have breached these Conditions of Use (**Respondent**); and/or

(f) requesting a written response from any other parties involved in or connected to the Report.

12.4. The Respondent must provide their response within the timeframe stipulated in the Notice of Alleged Breach. The member of the TAICU conducting the investigation has discretion to determine whether to extend the time by which a response may be received.

12.5. Following the investigation of a Report, the TAICU has the power to determine that TA:

(a) take no further action; or

(b) declare a breach/es of these Conditions of Use has occurred.

13. Breaches and suspected breaches

13.1. In circumstances of a suspected breach of these Conditions of Use, TA or the relevant ATO may:

(a) make a necessary public comment such as a correction, clarification, contradiction, or apology in regard to the breach; and/or

(b) report the suspected breach to the Police and/or relevant government agency (i.e. eSafety Commissioner) for further investigation.

13.2. In circumstances of a breach of these Conditions of Use, TA or the relevant ATO may:

(c) block the Respondent's access to Online Systems;

(d) deactivate any sign-on credentials the Respondent holds;

(e) impose a warning;

(f) issue a censure;

(g) suspend, cancel or revoke any accreditation, licence, membership or affiliation the Respondent has with TA and/or the relevant ATO;

(h) ban the Respondent from taking part in any tennis activity, function or role for a period of time not exceeding two years; and/or

(i) take any other action which TA deems necessary, proportionate and reasonable.

14. Review and Promotion

14.1. These Conditions of Use will be reviewed on a regular basis. In addition to this regular review, recommendations for changes to these Conditions of Use may be submitted to the TAICU via integrity@tennis.com.au for consideration. If changes are made, these Conditions of Use will be updated via TA's website.

14.2. These Conditions of Use will be made available to the general public on TA's website and will be communicated to all Board and staff members of TA and all ATOs.

14.3. Should a person wish to make any enquiries in relation to these Conditions of Use, please contact the TAICU via integrity@tennis.com.au.

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tennis

Tennis acknowledges the Traditional Custodians of the land on which we work, rest and play, and pay our respect to Elders past and present.

SECTION 11 – WHISTLE BLOWER

NATIONAL POLICY

WHISTLEBLOWER POLICY

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WHISTLEBLOWER POLICY

1. Purpose

1.1. Tennis Australia (**TA**) is committed to ensuring that all its activities are carried out in a way that is moral, ethical and compliant with its national policies and any applicable laws. TA therefore encourages individuals to speak up and disclose any actual or suspected Serious Misconduct they observe or encounter without fear of detriment.

1.2. The aim of this Whistleblower Policy (**Policy**) is to facilitate an environment that protects those who do speak up from being personally disadvantaged as a result of Whistleblowing. The purpose of this Policy is to help deter Serious Misconduct, encourage disclosures, and ensure Whistleblowers are appropriately protected.

1.3. TA has developed this Policy to establish:

(a) the types of disclosures that qualify for protection;

(b) safe avenues and mechanisms for disclosures to be made;

(c) the support and protections available to Whistleblowers; and

(d) the way Protected Disclosures are to investigated and managed.

2. Application

2.1. TA's Whistleblower Program incorporates this Policy and TA's Whistleblower Guidelines.

2.2. TA's Whistleblower Program is to be read in conjunction with all other TA National Policies as amended from time to time.

2.3. TA's Integrity and Compliance Unit (**TAICU**) has oversight of this Whistleblower Program and Policy.

2.4. TA recognises that it is required to observe (and this Policy complies with) the requirements of any applicable legislation regarding the protection of whistleblowers, including those set out in the *Corporations Act 2001* (Cth) and the *Taxation Administration Act 1953* (Cth) (**the Acts**).

2.5. If anything in this Policy is inconsistent with the Acts, any other Federal, State or Territory law, then the Acts or the other relevant Federal, State or Territory law (as applicable) prevails to the extent of the inconsistency.

3. Definitions

3.1 Capitalised terms used, but not defined in this Policy have the meaning given to them in other TA National Policies.

3.2 The terms below have the following meanings in this Policy:

Acts means any applicable legislation regarding the protection of whistleblowers, including those of the Corporations Act 2001 (Cth) and the Taxation Administration Act 1953 (Cth).

Affiliated Club(s) means those tennis clubs, which are a member of, or affiliated to, a Regional Association and/or a Member Association.

Affiliated Organisation(s) means those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated with Tennis Australia or a Member Association from time to time in accordance with the TA or MA constitution (as the case may be).

Associate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Detriment means:

(a) Dismissal of a person's employment;

(b) Injury or disadvantage to a person in his or her employment;

(c) Alteration of an employee's position or duties to his or her disadvantage;

(d) Discrimination towards a person;

(e) Harassment or intimidation of a person;

(f) Harm or injury to a person, including psychological harm;

(g) Damage to a person's property;

(h) Damage to a person's reputation;

(i) Damage to a person's business or financial position;

(j) Future or current bias against a person; or

(k) Any other damage to a person.

Eligible Recipient is as defined in clause 7.1.

International Tennis Federation (ITF) means the governing body of world tennis.

Member Association(s) (**MA** or **MAs**) means members of Tennis Australia in accordance with its constitution.

National Sports Tribunal means the Australian tribunal established by the National Sports Tribunal Act 2019 (Cth) in accordance with the National Sports Tribunal's rules and procedures.

Protected Disclosure is as defined in clause 5.1.

Regional Associations means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association.

Sport Integrity Australia means Australia's national integrity governmental organisation.

Serious Misconduct means an allegation of illegal conduct or serious sport integrity breaches as defined in clause 5.2.

TA National Policies means the policies, rules and codes of conduct as listed on Tennis Australia's website here.

Tennis Australia (TA) means Tennis Australia Limited (ABN 61 006 281 125) and all of its subsidiaries and affiliates, including, but not limited to, Padel Australia Limited and the Australian Tennis Foundation.

Tennis Australia Integrity and Compliance Unit (TAICU) is the team within Tennis Australia responsible for ensuring compliance with all Tennis Australia national policies.

The International Tennis Integrity Agency (ITIA) means the anti-corruption and anti-doping body covering all professional tennis globally. The ITIA is an operationally independent organisation based in London.

World Anti-Doping Agency (WADA) means the Agency responsible for monitoring the World Anti-Doping Code.

Whistleblowing means making a Protected Disclosure by (or for) a witness of actual or suspected Serious Misconduct.

Whistleblower means a person who discloses actual or suspected Serious Misconduct in accordance with this Policy as defined in clause 4.1.

Whistleblower Investigation Officer (WIO) means a person appointed to investigate the Protected Disclosure.

Whistleblower Protection Officer (WPO) means a person who will provide mentoring and other support deemed necessary. The WPO is responsible for keeping the Whistleblower informed of the progress and outcomes of the inquiry/investigation subject to considerations of privacy of those against whom a Protected Disclosure has been made.

4. Who is covered by TA's Whistleblower Program?

4.1. This Whistleblower Program applies to Protected Disclosures made by an individual who is, or has been:

(a) an officer of the ATO to which the Protected Disclosure relates;

(b) an employee of the ATO to which the Protected Disclosure relates;

(c) a contractor, or the employee of a contractor, who supplies services or goods to the ATO (whether paid or unpaid) to which the Protected Disclosure relates;

(d) an Associate of the ATO to which the Protected Disclosure relates; or

(e) a relative, dependent or spouse of an individual referred to in (a) to (d) above.

(when making a Protected Disclosure, each of these is a **Whistleblower**)

5. Protected Disclosures

5.1. A Protected Disclosure is when a Whistleblower (as defined in clause 4 of this Policy) makes a disclosure of information relating to Serious Misconduct to an Eligible Recipient.

5.2. Serious Misconduct will generally involve allegations of illegal conduct or serious sport integrity breaches. Below is a list of matters that are considered Serious Misconduct for the purposes of the Whistleblower Program:

(a) Member Protection matters of a serious nature that may involve illegal conduct (i.e. serious Child Abuse or Sexual Abuse);

(b) Serious breaches of TA's Anti-doping Policy or the Tennis Anti-Corruption Program;

(c) Conduct by an officer, employee or Associate of TA or any ATO that is fraudulent, negligent or dishonest and causes actual or potential financial loss to TA or an ATO (i.e. theft, money laundering, misappropriation of funds, improper accounting or financial reporting practices, or bribery);

(d) Conduct by an officer, employee or Associate of TA or any ATO that is corrupt and dishonest activity whereby a person acts contrary to the interests of TA or an ATO to which they have duties and abuses their position of trust in order to achieve some personal gain or advantage for themselves or for another person or entity;

(e) Conduct by an officer, employee or Associate of TA or any ATO that seriously endangers the health and safety of employees or contractors of TA, any ATO, or the public; or

(f) Conduct by an officer, employee or Associate of TA or any ATO which constitutes an offence against:

i. the Corporations Act 2001;

ii. the ASIC Act 2001;

iii. the Insurance Act 1973;

iv. the Life Insurance Act 1995;

v. any instrument made under an Act referred to above; or

vi. any law of the Commonwealth.

5.3. A Whistleblower who makes a disclosure under this Policy must do so in good faith and only if they have reasonable grounds to believe that Serious Misconduct has occurred. All Whistleblowers making a genuine Protected Disclosure will be protected from reprisal for Whistleblowing, as outlined in this Policy and the Acts.

5.4. Where a Protected Disclosure is made, the protections under the Acts and this Policy only apply to the Whistleblower (and not to other individuals who may be affected by or referred to within the Protected Disclosure).

5.5. Disclosure of information that is not in relation to Serious Misconduct will not be considered a Protected Disclosure and will not qualify for protection under this Policy or the Acts. This Policy is, therefore, not intended to replace or to be used instead of other TA National Policies. This Policy is

also not intended to supersede any reporting mechanisms of TA and any ATO, such as those relating to dispute resolution, discrimination, harassment or bullying. The reporting mechanisms set out in this Policy supplement the reporting mechansims in the other TA National Policies.

5.6. For the avoidance of doubt, this Policy does not apply to:

(a) Personal work-related grievances, including, but not limited to, interpersonal conflicts with other employees, decisions on engagement including terms and conditions, transfer, promotion, demotion, suspension, disciplinary action or termination; or

(b) Objectively trivial or vexatious matters.

5.7. Nothing in the Whistleblower Program is intended to obstruct, or should be construed as obstructing, any person from reporting possible violations of law or regulation to any appropriate law enforcement, governmental agency and/or regulatory body.

6. Matters to consider before reporting

6.1. The Whistleblower Program is about disclosing and dealing with Serious Misconduct. It is not about airing a personal grievance with another person or recording your disagreement with the way something is done or a decision that has been validly made. Conventional complaint procedures should be used for those purposes.

6.2. Individuals that make a false disclosure knowingly, maliciously, with an ulterior motive, for personal gain or with reckless disregard as to the truth or falsity of the contents of the disclosure will not be able to access the protections under this Policy. TA may take disciplinary action against individuals who make false disclosures.

6.3. If any Whistleblower is concerned as to whether any disclosure they may seek to make in respect of Serious Misconduct is covered by this Policy, that person should seek independent legal advice. Disclosing the information to a lawyer for the purpose of obtaining that legal advice or legal representation will not impact the applicability of this Policy or the protection provided to any Whistleblower.

7. Avenues for making a Protected Disclosure

7.1. If you have a concern that an individual or organisation has engaged in Serious Misconduct you should disclose that concern to either:

a) TAICU (via email to integrity@tennis.com.au or by completing the online form);

b) TA's external Whistleblower Service, Stopline (via phone on 1800 117 233, email to tennis@stopline.com.au or their website www.stopline.com.au);

c) If the Serious Misconduct relates to an ATO that is a company, you can disclose that concern to a director, secretary, senior manager or auditor of the relevant ATO who are also authorised to receive a Protected Disclosure; and/or

d) When necessary, ASIC, APRA, the Commissioner of Taxation or another Commonwealth body prescribed by law.

(each of these is an **Eligible Recipient**)

7.2. The external reporting service referred to in paragraph 7.1(b) is managed by an experienced and reputable firm. This Whistleblower Program supports confidential and anonymous reporting.

7.3. In order to qualify for protection, the disclosure must be made directly to an Eligible Recipient. When making a disclosure, a Whistleblower can choose to:

a) Remain anonymous from TA, the ATO to which the Protected Disclosure relates and the external reporting service;

b) Disclose their identity to the external reporting service, but withhold it from TA and/or the ATO to which the Protected Disclosure relates;

c) Disclose their identity to TA and/or the ATO to which the Protected Disclosure relates (and the external reporting service, if you decide to use that service).

7.4. In instances where the Whistleblower chooses to remain anonymous, it may make it difficult to investigate the disclosed matter. If a Whistleblower wishes to disclose anonymously, they should provide sufficient information to allow the matter to be properly investigated. TA encourages the Whistleblower to provide an anonymous email address or other adopted method (i.e. a pseudonym) as a confidential communication channel through which questions can be asked and information provided.

8. How will Protected Disclosures be handled?

8.1. All Protected Disclosures covered by this Policy will be taken seriously and handled in a timely, impartial and sensitive manner.

8.2. Protected Disclosures should be referred and directed to the TAICU for evaluation.

8.3. Where the Eligible Recipient is not TAICU, before referring the Protected Disclosure to TAICU, the Eligible Recipient must confirm whether the Whistleblower consents to the Disclosure being referred to the TAICU and, if the Disclosure was made anonymously, whether the Whistleblower wants to remain anonymous. If the discloser does not consent to the matter being referred to the TAICU, the Eligible Recipient should seek independent legal advice regarding next steps.

8.4. If referred to the TAICU, they will evaluate whether the Protected Disclosure falls within the scope of the Whistleblower Program and this Policy.

8.5. Where Protected Disclosures are assessed to be within the scope of this Policy, TAICU will advise the Whistleblower of the support and protections available to the Whistleblower and emphasise to the Whistleblower the importance of confidentiality.

8.6. Where the TAICU considers it appropriate, a Whistleblower Investigation Officer will be appointed to investigate the substance of the complaint to determine whether there is evidence in support of the matters raised or refute the Protected Disclosure made. TAICU or the appointed Whistleblower Investigation Officer will determine the process of investigation as soon as reasonably practicable.

8.7. In certain circumstances, TAICU may determine that it is not the appropriate body to investigate the matter, and may instead refer the matter to ASIC, law enforcement or another external body or agency (i.e. SIA, WADA, ITIA and/or ITF). When sharing information, TA will ensure that the Whistleblower's identity will be treated confidentially and in accordance with clauses 9.3 and 9.4 of this Policy.

8.8. Where appropriate the Whistleblower will be kept informed as to whether TAICU will investigate the Protected Disclosure, the progress of any investigation (if known) and the outcome of the investigation (if known).

9. Protections under the Whistleblower Program

9.1. The Whistleblower Program provides protection by allowing for anonymous disclosures. Where a matter is disclosed anonymously, TA will not be able to implement any additional protective mechanisms.

9.2. In instances where the Whistleblower makes a Protected Disclosure and discloses their identity to TA, TAICU will assess and determine if any protections should be put in place and what those protective mechanisms should be.

9.3. Confidentiality will be the most common protective mechanism. To the extent that is consistent with TA's legal requirements, TAICU will not suggest or reveal the identity of the Whistleblower, without first obtaining their consent.

9.4. In instances where consent to disclose the Whistleblower's identity has not been provided, TAICU may:

a) disclose a Whistleblower's identity, without consent, to ASIC, APRA, law enforcement or lawyers as required; or

b) disclose information that is not the identity of the Whistleblower and is reasonably necessary for an investigation, where all reasonable steps have been taken to reduce the risk the Whistleblower will be identified as a result of the disclosure.

9.5. TAICU will assess and determine whether it is appropriate to appoint a Whistleblower Protection Officer for the Whistleblower. If a Whistleblower Protection Officer is appointed they will oversee the protection and welfare of the Whistleblower to ensure that the Whistleblower is not personally disadvantaged as a result of making the Protected Disclosure and/or does not suffer any Detriment as a result of making the Protected Disclosure.

9.6. In addition, where TAICU deems it appropriate, a confidential support and counselling service (Employee Assistance Program) will be made available to the Whistleblower.

9.7. TA will not tolerate a Whistleblower being threatened with, or being subjected to, any Detriment as a result of a belief or suspicion that a Protected Disclosure has been or will be made.

9.8. TA will take reasonable precautions to securely store any records relating to a Protected Disclosure and only permit access to authorised persons who are directly involved in the managing of the disclosure and subsequent investigation.

9.9. TAICU will, if the need arises, consider whether any immunity can or should be provided by TA to the Whistleblower. It should be noted that TA is not able to provide immunity from criminal, civil or administrative liability, including action taken by other tennis or sports bodies (i.e. ITF, ITIA, WADA, SIA or NST) in relation to the Whistleblower's conduct revealed by the Protected Disclosure. Additionally, TA may not be able to impact the decisions or conduct of other parties including, without limitation, external bodies and other ATOs.

9.10. If a Whistleblower who has disclosed their identity reasonably believes that they have had their identity disclosed without their consent, or suffered Detriment as a direct result of making a Protected Disclosure, they may make a Member Protection complaint or, seek compensation and other

remedies through the courts, or refer the matter to ASIC. When the Member Protection complaint is assessed, consideration will be given as to whether the person has suffered Detriment and whether there are other legitimate reasons why the relevant decision was made.

10. Review and promotion

10.1 This Policy will be reviewed on a regular basis. In addition to this regular review, recommendations for changes to this Policy may be submitted to the TAICU via integrity@tennis.com.au for consideration. If changes are made, the Policy will be updated via TA's website.

10.2 This Policy will be made available to the general public on TA's website, and will be communicated to all Board and staff members of TA and all ATOs.

10.3 Should a person wish to make any enquiries in relation to this Policy, please contact the TAICU via integrity@tennis.com.au.

Version Control

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Melbourne Park,
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Private Bag 6060, Richmond
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WHISTLEBLOWER GUIDELINES

Whistleblower Guidelines

1. Purpose

1.1 The Tennis Whistleblower Policy (**Policy**) details the protections available to whistleblowers under the Policy and at law.

1.2 These Whistleblower Guidelines (**Guidelines**) support the Policy and provide further detail and guidance on how the Policy will be implemented in practice.

1.3 For the avoidance of doubt (and unless the context otherwise requires), terms in these Guidelines which are capitalised and defined in the Policy have the same meaning in these Guidelines.

2. Protections afforded to whistleblowers

Identity Protection

2.1 The Policy details that a Whistleblower's identity will be treated confidentialy and will be protected from identitficaiton.

2.2 Below are the meaures and/or mechanisms that may be implemented by the Tennis Australia Integrity and Compliance Unit to protect a Whistleblower's identity:

(a) Elements of the Disclosure which identify the Whistleblower's personal information will be redacted;

(b) the Whistleblower will be referred to in a gender-neutral context;

(c) where possible, the Whistleblower will be contacted to help identify certain aspects of their Disclosure that could inadvertently identify them;

Record keeping

(d) all paper and electronic documents and other materials relating to the Disclosure will be stored securely;

(e) access to all information relating to a Disclosure will be limited to those directly involved in managing and investigating the Disclosure; and

(f) each person who is involved in handling and investigating a disclosure will be reminded about the confidentiality requirements, including that an unauthorised disclosure of a Whistleblower's identity may be a criminal offence.

2.3 It is also noted that anonymous disclosures that are covered by the Corporations Act can still be protected under the Corporations Act.

Suffering Detriment

2.4 The following measures and mechanisms may be put in place to protect Whistleblowers from suffering Detriment (where applicable):

(a) support services (including counselling or other professional services) may be made available to Whistleblowers;

(b) strategies will be considered to help a Whistleblower minimise and manage stress, time or performance impacts, or other challenges resulting from the Disclosure or its investigation;

(c) consideration will be given as to whether measures can be put in place to minimise the risk of Detriment—for example, the Whistleblower may be allowed to perform their duties from another location or make other modifications to their workplace; and/or

(d) management will be made aware of their responsibilities to maintain the confidentiality of a Disclosure.

3. Investigating Disclosures

3.1 When a disclosure is received by the Tennis Australia Integrity and Compliance Unit, it will initially assess whether the disclosure qualifies for protection under the Corporations Act and/or the *Tennis Whistelblower Policy*. The Tennis Australia Integrity and Compliance Unit will also determine whether a formal, in depth investigation is required.

3.2 If an in depth investigation is required, the Tennis Australia Integrity and Compliance Unit will determine:

(a) the nature and scope of the investigation;

(b) the person(s) within and/or outside the entity that should lead the investigation;

(c) the nature of any technical, financial or legal advice that may be required to support the investigation; and

(d) the timeframe for the investigation.

3.3 Investigations will be conducted objectively and fairly.

3.4 If the Whistleblower can be contacted, the Tennis Australia Integrity and Compliance Unit will provide the Whistleblower with updates on the progress of the investigation. The frequency and timeframe of updates will vary depending on the nature of the Disclosure and investigation.

4. Reporting the outcomes of a Disclosure

4.1 The findings from an investigation will be documented and reported to the relevant ATO and/or Tennis Australia, while still preserving confidentiality as required.

4.2 The method for documenting and reporting the findings will depend on the nature of the Disclosure.

4.3 Whilst the outcomes of an investigation may be reported to the Whistleblower, there may be circumstances where it may not be appropriate to provide those details to the Whistleblower (i.e. the disclosure relates to information that a discloser has previously been told privately and in confidence).

Version Control

Version Number:	1
Effective Date:	1 January 2020 Note: These Guidelines were adopted in response to the *Treasury Laws Amendment (Enhancing Whistleblower Protections) Act 2019 that requires companies to have an updated and compliant* Whistleblower policy in place by 1 January 2020.

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SECTION 12 - PROCEDURE FOR THE ELECTION OF THE CHAIRPERSON

SECTION 12

Procedure for the election of the Chairperson

1. This By-Law is made under Section 8 of the Constitution and is to be known as 'Procedure for the election of the Chairperson'. Section 10.9(b) of the Constitution allows the Board to make such by-law.

2. Section 10.9(a) of the Constitution provides for the annual process following the AGM whereby that the Board elects one of their number to be Chairperson by secret ballot, in accordance with the By-Laws (if any). Section 10.9(c) provides for the process for the Board electing one of their own number to fill any casual vacancy occurring in the position of the Chairperson. This By-Law sets out the procedure for the election of the Chairperson in both of these circumstances.

3. The Board shall annually convene as soon as practicable following the conclusion of the AGM for a meeting to elect a Chairperson from amongst the current Directors.

4. Where the Chairperson resigns from that position or where the Chairperson is no longer a Director, the Board shall convene a meeting as soon as practicable to elect a Chairperson from amongst the current Directors.

5. For any election of the Chairperson, the Company Secretary shall facilitate the meeting, calling for nominations and acting as returning officer for any election required. The process for nomination will be self-nomination by a show of hands.

6. In the event of only one nomination being received that Director shall be deemed elected as Chairperson.

7. In the event of more than one nomination being received an election will be held by secret ballot. Directors shall indicate their preferred nominee for Chairperson on the ballot paper, with the nominee receiving a simple majority of votes being elected as Chairperson.

8. In the event of no nominee receiving a simple majority the Company Secretary will recommence the election process outlined in clause 6, with the nominee with the least votes being excluded. This shall continue until a nominee has a simple majority support to act as Chairperson. In the event of a tie that cannot be resolved by a revote, the matter shall be determined by a coin toss.