

**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 be 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 mechanisms 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:
- Remain anonymous from TA, the ATO to which the Protected Disclosure relates and the external reporting service;
 - Disclose their identity to the external reporting service, but withhold it from TA and/or the ATO to which the Protected Disclosure relates;
 - 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

Version Number:	3
Effective Date:	12 October 2023
Previous Versions:	Version 2: Effective 1 January 2020 until 12 October 2023 Note: Version 2 was adopted in response to the <i>Treasury Laws Amendment (Enhancing Whistleblower Protections) Act 2019</i> that requires companies to have an updated Whistleblower policy in place by 1 January 2020. Version 1: Effective 8 August 2017 until 31 December 2019

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