


**ITF  
PRO CIRCUIT  
CODE OF CONDUCT  
2013**





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2013

# ITF PRO CIRCUIT CODE OF CONDUCT 2013

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Please note that where amendments have been made in these Regulations the text is underlined.

*Please note that where the rules apply to the ITF Women's Circuit Regulations only the text is in Italics.*

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# **CODE OF CONDUCT ITF PRO CIRCUIT 2013**

## **ARTICLE I: GENERAL**

References in this Code of Conduct (“Code”) to the “ITF Executive Director” shall hereafter mean the ITF Executive Director of Professional Tennis.

References in this Code to the “Committee” shall hereafter mean the ITF Women’s Circuit Committee in the case of ITF Women’s Circuit Tournaments and the ITF Men’s Circuit Committee in the case of ITF Men’s Circuit Futures Tournaments.

### **A. PURPOSE**

The International Tennis Federation promulgates this Code of Conduct (Code) in order to maintain fair and reasonable standards of conduct by players and the organisers of ITF Pro Circuit Tournaments and to protect their respective rights, the rights of the public and the integrity of the Sport of Tennis. All references to the International Tennis Federation or the ITF shall mean the ITF Limited.

### **B. EXCLUSIVE APPLICABILITY**

This 2013 ITF Pro Circuit Code of Conduct shall be the basis for disciplinary action against any player or tournament in ITF sanctioned Pro Circuit Tournaments, except to the extent that disciplinary jurisdiction is established in relation to such Tournaments under (i) the Uniform Tennis Anti-Corruption Program; and/or (ii) the Tennis Anti-Doping Programme; and/or (iii) the ITF Welfare Policy.

### **C. UNITED STATES DOLLARS**

All monetary fines set forth in the Code are in US Dollars.

### **D. ITF SUPERVISOR**

The approved ITF Supervisor for each ITF Pro Circuit Tournament shall be the final authority for the interpretation of these Tournament Regulations, Code of Conduct and the Rules of Tennis as to all matters arising that require immediate resolution at the tournament site.

## ARTICLE II: MEN'S PLAYER ENTRY OFFENCES

### A. APPLICABILITY

This Article shall only apply to ITF Men's Circuit Futures Tournaments.

### B. ENTRY OFFENCES

#### 1. Late Withdrawal/ No Show

Any withdrawal from a player accepted into the Main Draw or Qualifying that occurs after the Withdrawal Deadline shall be considered a late withdrawal. A player's first three (3) late withdrawal offences within a calendar year are excused\*, provided the withdrawal is received by the ITF (and by the ITF Supervisor, if submitted after the Freeze Deadline) prior to the Qualifying Sign-in Deadline.

(\*an excused withdrawal is valid for two consecutive tournament weeks provided the player withdraws, as above, and notifies the ITF about the second week's late withdrawal by the last day of the tournament).

Violation of this Section shall subject a player to a fine up to \$500.

In circumstances that are flagrant and particularly injurious to the success of the ITF Futures Tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

#### 2. On-Site Medical Withdrawal

a. If a player is forced to retire or withdraw during a tournament for medical reasons, the ITF Medical Certification form must be completed by the medically qualified physician on-site verifying that the player is unfit to continue playing in the current tournament.

b. A player who withdraws late from a tournament will be excused a late withdrawal penalty provided:

i) the player, who is still competing in a tournament at or after the time of the Qualifying sign-in deadline, is forced to withdraw/retire, is examined by that tournament's physician and is determined to be unfit to compete at the following week's tournament; or

ii) the player is on-site at the tournament when the withdrawal occurred and is determined to be unfit to compete by the tournament's physician.

For the purpose of this rule, the player must withdraw before the start of his first match and the ITF Medical Certification form must be completed and submitted to the ITF no later than the last day of the tournament.

c. A valid ITF Medical Certification form will excuse a late withdrawal penalty for any subsequent tournament until the player next competes in any tennis

event, provided the late withdrawal is submitted prior to the relevant Qualifying sign-in deadline.

**3. Playing Another Event / One Tournament Per Week**

- a. No player who has played in the Main draw or Qualifying of an ITF Futures tournament shall play in any other tennis event during the period of such tournament except as stated in section D.4.a. in the ITF Men's Circuit Regulations and/or unless released by the ITF Supervisor.
- b. No player who has entered and been accepted into the Qualifying or Main Draw of an ITF Futures tournament shall play in any other tennis event during the period of such tournament except as stated in section D.4.a. in the ITF Men's Circuit Regulations or as hereinafter provided.

Participation by a player in an alternative tournament is only permitted in the following specific circumstances, provided he first submits an official withdrawal for the tournament he was originally committed to, prior to its Qualifying Sign-in deadline:

- i. Player is nominated to represent his country in an official team competition;
- ii. Player qualifies for entry into the Qualifying or Main Draw of a Grand Slam tournament;
- iii. Player is nominated to receive a Wild Card offering higher event status (i.e. moving from a Qualifying event to a Main Draw) into a World Ranking tournament;
- iv. Player is nominated to receive a Wild Card into a World Ranking tournament in a higher prize money category, unless already accepted into a Main Draw;
- v. Player is forced to withdraw from a qualifying event because he is still committed in a previous week's tournament but is not eligible to apply or has been unsuccessful in applying for a special exempt place.

Violation of this section shall result in a fine up to \$1,000 in addition to any other fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of the tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

**C. WILD CARDS**

No player, directly or indirectly, shall offer, give, solicit, receive or accept, or agree to offer, give, solicit, receive or accept anything of value in exchange for a Wild Card. Violation of this section by a player shall result in a fine of up to \$ 5,000.

In circumstances that are flagrant and particularly injurious to the success of an ITF Futures Tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour”.

**D. DETERMINATION AND PENALTY**

The ITF Supervisor shall make such investigation as is reasonable to determine the facts regarding all entry offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and where possible notify the player.

**E. PAYMENT OF FINES**

All fines levied for entry offences shall be paid by the player within ten (10) days after the notice thereof is provided. Unpaid fines shall also be collected at other ITF Futures tournaments and at Grand Slams for remission to the ITF.

A player who has accumulated \$500 or more in unpaid fines for violations of this Code of Conduct shall not be allowed to enter any ITF Futures tournament until such time as all fines have been paid.

A player who has outstanding fines at the end of the calendar year will not be allowed to enter any ITF Futures tournament until such time as all fines have been paid.

**F. REMISSION OF FINES**

Under extraordinary circumstances a player has the right to appeal a Late Withdrawal or No Show fine to the ITF provided such appeal is filed within ten (10) days of the last day of the tournament. Such extraordinary circumstances must be substantiated by documentation.

**G. FALSIFYING OFFICIAL DOCUMENTATION**

Should a player submit documentation that the ITF deems to be false evidence, including, but not limited to, documents pertaining to tournament entry and withdrawal and Code of Conduct appeals, the player shall be subject to a fine of up to \$500 in addition to any other fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of the tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour”.

**H. APPEALS**

Any player found to have committed an Entry Offence may, after paying all fines as above provided, appeal to the ITF Executive Director for discretionary review of the determination of guilt and penalty therefore. Such Notice of Appeal shall be in

writing and must be filed with the ITF by 5.00 pm GMT within ten (10) days after notice of the violation is mailed to the player.

Attached to and included with such Notice of Appeal shall be a statement by the player as to the facts and circumstances of such incident along with any other evidence that the player desires to submit. Any player submitting fax transmission receipts when appealing a Player Entry Offence should note that all fax receipts must match exactly the fax receipt records at the ITF Office; i.e. fax transmission receipts submitted must show the originating fax number, the fax number of the ITF Office, the OK status, the number of pages transmitted, the date, the time and the transmission duration. If there is no exact match with the transmission receipt records at the ITF Office the appeal will be rejected as insufficient evidence submitted.

Upon receipt of such an Appeal, the ITF Executive Director shall conduct a reasonable investigation of the facts and circumstances surrounding such incident and shall affirm or reverse in whole or in part the determination of the Offence. In the event of a whole or partial reversal the ITF shall remit to the player all or part of the fines collected in accordance with the disposition of the appeal.



## ARTICLE III: WOMEN'S PLAYER ENTRY OFFENCES

### A. ENTRIES AND WITHDRAWALS

All players shall abide by the rules for entries and withdrawals set forth in these Regulations.

### B. ENTRY OFFENCES

#### 1. Late Withdrawal/ No Show

No player may withdraw her entry from the Main Draw or Qualifying of an ITF Women's Circuit tournament for any reason after the Withdrawal Deadline. Any such withdrawal will be considered a late withdrawal and will be penalised, unless:

- the player has complied with the provisions of Section 6. Entries and Withdrawals c) Withdrawal Procedures of the ITF Women's Circuit Regulations;
- a player who is on the Qualifying Acceptance List but who is still playing in another ITF Women's Circuit or WTA tournament at the time of the Qualifying Sign-in deadline, provided the player withdraws before the Qualifying Sign-in closes;
- a player who is on the Qualifying Acceptance List but who is still playing in another "qualified" ITF Women's Circuit or WTA tournament and who applies for a Special Exempt position, but where such Special Exempt position is not available for the player;
- a player who receives a Wild Card into Grand Slams.

Players who have been subject to Automatic Withdrawals will not be fined.

A player's first three (3) late withdrawal offences within a calendar year are excused\*, provided the withdrawal is received by the ITF (and by the ITF Supervisor, if submitted after the Freeze Deadline) prior to the Qualifying Sign-in Deadline.

(\*an excused withdrawal is valid for two consecutive tournament weeks provided the player withdraws, as above, and notifies the ITF about the second week's late withdrawal by the last day of the tournament).

Violation of this section shall result in a fine up to \$ 1,000.

In circumstances that are flagrant and particularly injurious to the success of an ITF Women's Circuit tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

#### 2. On-site Medical Withdrawal

- a. If a player is forced to retire or withdraw during a tournament for medical reasons, the ITF Medical Certification form must be completed by the

medically qualified physician on-site verifying that the player is unfit to continue playing in the current tournament.

- b. A player who withdraws late from a tournament will be excused a late withdrawal penalty provided:
  - i) the player, who is still competing in a tournament at or after the time of the Qualifying sign-in deadline, is forced to withdraw/retire, is examined by that tournament's physician and is determined to be unfit to compete at the following week's tournament; or
  - ii) the player is on-site at the tournament when the withdrawal occurred and is determined to be unfit to compete by the tournament's physician.

For the purpose of this rule, the player must withdraw before the start of his first match and the ITF Medical Certification form must be completed and submitted to the ITF no later than the last day of the tournament.

- c. A valid ITF Medical Certification form will excuse a late withdrawal penalty for any subsequent tournament until the player next competes in any tennis event, provided the late withdrawal is submitted prior to the relevant Qualifying sign-in deadline.

### **3. Extraordinary circumstances**

Under extraordinary circumstances a player has the right to appeal a Late Withdrawal or No Show fine to the ITF provided such appeal is filed within ten (10) days of the last day of the tournament. Such extraordinary circumstances must be substantiated by documentation.

### **4. Playing Another Event / One Tournament Per Week**

- a. No player who has played in the Main Draw or Qualifying of an ITF Women's Circuit Tournament shall play in any other tennis event during the period of such tournament except as stated in section 6.b.iii. in the ITF Women's Circuit Regulations and/or unless released by the ITF Supervisor.
- b. No player who has entered and been accepted into the Qualifying or Main Draw of an ITF Women's Circuit tournament shall play in any other tennis event during the period of such tournament except as stated in section 6.b.iii. in the ITF Women's Circuit Regulations and/or as hereinafter provided.

Participation by a player in an alternative tournament is only permitted in the following specific circumstances, provided she first submits an official withdrawal for the tournament she was originally committed to, prior to its Qualifying Sign-in deadline:

- i. Player is nominated to represent her country in an official team competition;

- ii. Player qualifies for entry into the Qualifying or Main Draw of a Grand Slam tournament;
- iii. Player is nominated to receive a Wild Card offering higher event status (i.e. Qualifying to Main Draw) into a World Ranking tournament;
- iv. Player is nominated to receive a Wild Card into a World Ranking tournament in a higher prize money category;
- v. Player is forced to withdraw from a qualifying event because she is still committed in a previous week's tournament but is not eligible to apply, or has been unsuccessful in applying for, a special exempt place.

Violation of this Section shall result in a fine up to \$ 1,000 in addition to any other late withdrawal fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of an ITF Women's Circuit tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

#### **C. WILD CARDS**

No player, directly or indirectly, shall offer, give, solicit, receive or accept, or agree to offer, give, solicit, receive or accept anything of value in exchange for a Wild Card. Violation of this section by a player shall result in a fine of up to \$ 5,000.

In circumstances that are flagrant and particularly injurious to the success of an ITF Women's Circuit tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

#### **D. DETERMINATION AND PENALTY**

The ITF shall cause an investigation to be made to determine the facts regarding all Entry Offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and where possible notify the player.

#### **E. PAYMENT OF FINES**

All fines levied for entry offences shall be paid by the player within ten (10) days after the notice thereof is provided. Unpaid fines shall also be collected at other ITF Women's Circuit tournaments and at Grand Slams for remission to the ITF.

A player who has accumulated \$500 or more in unpaid fines for violations of this Code of Conduct shall not be allowed to enter any ITF Women's Circuit tournament until such time as all fines have been paid.

A player who has outstanding fines at the end of the calendar year will not be allowed to enter any ITF Women's Circuit tournament until such time as all fines have been paid.

## **F. FALSIFYING OFFICIAL DOCUMENTATION**

Should a player submit documentation that the ITF deems to be false evidence, including, but not limited to, documents pertaining to tournament entry and withdrawal and Code of Conduct appeals, the player shall be subject to a fine of up to \$1,000 in addition to any other fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of the tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour".

## **G. APPEALS**

Any player convicted of a violation of a Player Entry Offence may, after paying all fines, appeal to the ITF Executive Director, for review of the determination of guilt and penalty therefore. Such Notice of Appeal shall be in writing and filed by 5.00 p.m. G.M.T. with the ITF within ten (10) days after the last day of the tournament.

Attached to and included with such Notice of Appeal shall be a statement by the player as to the facts and circumstances of such incident along with any other evidence that the player desires to submit. Any player submitting fax transmission receipts when appealing a Player Entry Offence should note that all fax receipts must match exactly the fax receipt records at the ITF Office; i.e. fax transmission receipts submitted must show the originating fax number, the fax number of the ITF Office, the OK status, the number of pages transmitted, the date, the time and the transmission duration. If there is no exact match with the transmission receipt records at the ITF Office the appeal will be rejected as insufficient evidence submitted.

Upon receipt of such an Appeal, the ITF Executive Director shall conduct a reasonable investigation of the facts and circumstances surrounding such incident, and shall affirm or reverse in whole or in part the determination of the Offence. In the event of a whole or partial reversal the ITF shall remit to the player all or part of the fines collected in accordance with the disposition of the appeal.

## ARTICLE IV: PLAYER ON-SITE OFFENCES

### A. GENERAL

Every player shall, during all matches and at all times while within the precincts of the site of an ITF Pro Circuit Tournament, conduct himself/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

### B. PUNCTUALITY

Matches shall follow each other without delay in accordance with the announced order of play. The order of play shall be posted at a highly visible place in a general players' area as designated by the ITF Supervisor.

Matches shall be called in accordance with the order of play using all available and reasonable means. Players shall be ready to play when their matches are called.

1. Any player not ready to play within ten (10) minutes after his match is called may be fined \$50.
2. Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$200 and shall be defaulted unless the ITF Supervisor in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

### C. DRESS AND EQUIPMENT

Every player shall dress and present himself/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

Any player who violates this Section may be ordered by the Chair Umpire or ITF Supervisor to change his/her attire or equipment immediately. Failure of a player to comply with such order may result in an immediate default. (The ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Regulations)

#### 1. Unacceptable Attire

Sweatshirts, gym shorts, dress shirts, T-shirts or any other inappropriate attire shall not be worn during a match (including the warm-up).

#### a. Shoes

Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves mark beyond what is considered acceptable. The ITF Supervisor has the authority

to determine that a shoe does not meet these criteria and may order the player to change.

**i. Grass Court Shoes**

At grass court tournaments no grass court shoes other than those with rubber soles, without heels, ribs, studs or coverings, shall be worn by players.

Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing around the toes must be smooth.

The ITF Supervisor has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at grass court tournaments.

**ii. Clay Court Shoes**

Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The ITF Supervisor has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at clay court tournaments.

Grass court shoes shall not be worn during a match on clay courts.

**2. Doubles Teams (Men's Circuit Tournaments only)**

Members of a doubles team shall be dressed in substantially the same colours.

**3. Identification**

No identification shall be permitted on a player's clothing, products or equipment on court during a match or at any press conference or tournament ceremony, except as follows:

**a. Shirt, Sweater or Jacket**

**i. Sleeves.** One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds three (3) square inches (19.5 sq.cm), plus one (1) manufacturer's identification on each sleeve, neither of which exceeds eight (8) square inches (52 sq.cm) shall be permitted. If written identification is used within this eight (8) square inches (52 sq.cm) area on either or both sleeves, such written identification may not exceed four (4) square inches (26 sq.cm) per sleeve.

*For Women's Circuit Tournaments a third patch may be worn on the sleeve if it is a "WTA" patch. This patch shall not exceed four (4) square inches (26 sq.cm)*

**ii. Sleeveless.** The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed three (3) square inches (19.5 sq.cm), may be placed on the front of the garment.

*(Women's Circuit Tournaments). A third patch may be worn on the front of the garment if it is a "WTA" patch. This patch shall not exceed four (4) square inches (26 sq.cm).*

- iii. Front, Back and Collar. Total of two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification, which does not exceed four (4) square inches (26 sq.cm) shall be permitted.

**b. Shorts/Skirts**

Two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm), or one (1) manufacturer's identification which does not exceed four (4) square inches (26 sq.cm) shall be permitted.

On compression shorts, one (1) manufacturer's identification not to exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identifications on shorts/skirts shall be permitted.

*Note: (Women's Circuit Tournaments) A dress for the purposes of permissible identification shall be treated as a combination of a skirt and a shirt (dividing dress at waist).*

**c. Socks/Shoes**

Manufacturer's identifications on each sock and on each shoe shall be permitted. The identifications on the sock(s) on each foot shall be limited to a maximum of two (2) square inches (13 sq.cm).

**d. Racquet**

Manufacturer's identifications on racquet and strings shall be permitted.

**e. Hat, Headband or Wristband**

One (1) manufacturer's identification not to exceed two (2) square inches (13 sq.cm) shall be permitted.

*Note: (Women's Circuit Tournaments): Hats, headbands or wristbands with the WTA logo shall not exceed two (2) square inches (13 sq.cm).*

**f. Bags, Other Equipment or Paraphernalia**

Tennis equipment manufacturer's identifications, or for Women's Circuit Tournaments the WTA logo, on each item plus two (2) separate commercial identifications on one (1) bag, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted.

Note: The Technifibre ATP line of racquet bags are allowed at ITF Men's Pro Circuit Events.

**g. Another Tennis, Sport or Entertainment Event**

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trademark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition, tennis tournament, any other sport or entertainment event is prohibited on all dress or equipment, unless otherwise approved by the ITF.

**h. General**

In the event the utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

For the purposes of this rule, the manufacturer means the manufacturer of the clothing or equipment in question. In addition, the size limitation shall be ascertained by determining the area of the actual patch or other addition to a player's clothing without regard to the colour of the same. In determining area, depending on the shape of the patch or other addition, a circle, triangle or rectangle shall be drawn around the same and the size of the patch for the purpose of this Rule shall be the area within the circumference of the circle or the perimeter of the triangle or rectangle as the case may be. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the identification.

**4. Warm-up Clothing**

Players may wear warm-up clothing during the warm-up and during a match provided it complies with the foregoing provisions and provided further that the players obtain approval of the ITF Supervisor prior to wearing warm-up clothing during a match.

**5. Taping**

No taping over of logos/patches shall be allowed.

**6. Fines**

Any player who violates this Section and is not defaulted shall be subject to the following fines:

**a. Unacceptable Attire and Doubles Team Attire**

Violation of the provisions with respect to Unacceptable Attire or Doubles Team Attire shall result in a fine of up to \$250;

**b. Manufacturer's Identification**

Violation of the provisions with respect to manufacturer's identifications shall result in a fine of up to \$250;



- c. **Commercial Identification**  
Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$250;
- d. **Another Tennis Event**  
Violation of the provisions with respect to the name of an event shall result in a fine of up to \$250.

#### D. TIME VIOLATION / DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the first serve of the next point. If such serve is a fault then the second serve must be struck by the server without delay.

When changing ends a maximum of ninety (90) seconds shall elapse from the moment the ball goes out of play at the end of the game until the time the first serve is struck for the next game. If such first serve is a fault the second serve must be struck by the server without delay. However, after the first game of each set and during a tie-break, play shall be continuous and the players shall change ends without a rest period.

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the first serve is struck for the next set. If a set ends after an even number of games, there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready. A Time Violation may be issued prior to the expiration of twenty (20) seconds if the receiver's actions are delaying the reasonable pace of the server.

*(Women's Circuit Tournaments) The first violation of this Section shall be penalised by a Time Violation - Warning and each subsequent violation shall be penalised by the assessment of one Time Violation - Point Penalty.*

(Men's Circuit Tournaments) The first violation of this Section, 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:

- Server      The Time Violation shall result in a "fault"
- Receiver    The Time Violation shall result in a "point penalty"

When a violation is a result of a medical condition, refusal to play or not returning to the court within the allowed time a Code Violation (Delay of Game) penalty shall be assessed in accordance with the Point Penalty Schedule.

**E. AUDIBLE OBSCENITY (AOB)**

Players shall not use an audible obscenity within the precinct of the tournament site. Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

For the purposes of this Rule, audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the Court Officials or spectators.

**F. VISIBLE OBSCENITY (VOB)**

Players shall not make obscene gestures of any kind within the precincts of the tournament site. Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

For the purposes of this Rule, visible obscenity is defined as the making of signs by a player with his hands and/or racquet or balls that commonly have an obscene meaning.

**G. VERBAL ABUSE (VA)**

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the tournament site.

Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

For the purposes of this Rule, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

#### **H. PHYSICAL ABUSE (PhA)**

Players shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the tournament site.

Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

For the purposes of this Rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

#### **I. ABUSE OF BALLS (BA)**

Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precincts of the tournament site except in the reasonable pursuit of a point during a match (including the warm-up). Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this Rule, abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

#### **J. ABUSE OF RACQUETS OR EQUIPMENT (RA)**

Players shall not violently or with anger hit, kick or throw a racquet or other equipment within the precincts of the tournament site. Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this Rule, abuse of racquets or equipment is defined as intentionally and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire’s chair or other fixture during a match out of anger or frustration.

#### **K. COACHING AND COACHES (CC)**

Players shall not receive coaching during a match. Communications of any kind, audible or visible, between a player and a coach may be construed as coaching. Players shall also prohibit their coaches (1) from using audible obscenity within the

precincts of the tournament site, (2) from making obscene gestures of any kind within the precincts of the tournament site, (3) from verbally abusing any official, opponent, spectator or other person within the precincts of the tournament site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the tournament site and (5) from giving, making, issuing, authorising or endorsing any public statement within the precincts of the tournament site having, or designed to have, an effect prejudicial or detrimental to the best interest of the tournament and/or of the officiating thereof.

Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore and the ITF Supervisor may order the Coach to be removed from the site of a match or the precincts of the tournament site and may declare an immediate default of such player.

For the purposes of this Rule, a “coach” shall also include any representative and/or relative of a player.

#### **L. UNSPORTSMANLIKE CONDUCT (UnC)**

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interests of the tournament and/or the officiating thereof.

#### **M. BEST EFFORTS (BE)**

A player shall use his best efforts to win a match when competing in an ITF Pro Circuit Tournament. Violation of this section shall subject a player to a fine up to \$250 for each violation.

For purposes of this Rule, the ITF Supervisor and/or the Chair Umpire shall have the authority to penalise a player in accordance with the Point Penalty Schedule. In

circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

**N. LEAVING THE COURT (LC)**

A player shall not leave the court area during a match (including the warm-up) without the permission of the Chair Umpire. Violation of this Section shall subject a player to a fine up to \$250 for each violation. In addition the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as hereinafter set forth.

**O. FAILURE TO COMPLETE MATCH (FCM)**

A player must complete a match in progress unless he is reasonably unable to do so. Violation of this Section shall subject a player to a fine up to \$250. In addition a violation of this Section shall subject a player to immediate default and shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties hereinafter set forth therefore.

**P. CEREMONIES (Cer)**

A player participating in the finals of an ITF Pro Circuit Tournament must attend and participate in the final ceremonies after the match unless he/she is reasonably unable to do so. Violation of this Section shall subject a player to a fine up to \$250.

**Q. MEDIA CONFERENCE (MC)**

Unless injured and physically unable to appear, a player or team must attend the post-match media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the ITF Supervisor for good cause. Violation of this Section shall subject a player to a fine up to \$250.

**R. POINT PENALTY SCHEDULE**

The Point Penalty Schedule to be used for violations set forth above is as follows:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD and each subsequent offence	GAME PENALTY

However, after the third Code Violation, the ITF Supervisor shall determine whether each subsequent offence shall constitute a default.

## **S. DEFAULTS**

The ITF Supervisor may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the ITF Supervisor shall be final and unappealable.

Any player who is defaulted as herein provided shall lose all prize money, hospitality and points earned for that event at that tournament and may be fined up to \$250 in addition to any or all other fines levied with respect to the offending incident, unless:

- a. the player or team was defaulted for a violation of the Punctuality or Dress and Equipment provisions set forth in Article IV. B and C, 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.

In addition, except in the circumstances above, any player who is defaulted as herein provided may be defaulted from all other events, if any, in that tournament.

## **T. DOUBLES EVENTS**

### **1. Warnings/Point Penalties/Game Penalties/Defaults**

Warnings, Point Penalties, Game Penalties and/or a default if assessed for violation of the Code shall be assessed against the team.

### **2. Fines**

Fines for violation of Article IV C.2 of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article IV of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

## **U. DETERMINATION AND PENALTY**

The ITF Supervisor shall make such investigation as is reasonable to determine the facts regarding all Player On-Site Offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefor and give written notice thereof to the player. Notwithstanding anything contained herein to the contrary, the ITF Supervisor may, at his discretion, limit the fines levied during any tournament qualifying event to a maximum of \$100 for each violation.

## **V. PAYMENT OF FINES**

Each ITF Pro Circuit Tournament shall deduct fines levied by the ITF Supervisor for player on-site offences from the player's winnings, if any, and promptly pay the same to the ITF. Any unpaid fines shall also be collected at other ITF Pro Circuit Tournaments and at Grand Slams for remission to the ITF. A player who has accumulated \$500 or more in unpaid fines for violations of this Code of Conduct shall not be allowed to enter any ITF Pro Circuit Tournament until such time as all

finer have been paid. A player who has outstanding fines at the end of the calendar year shall not be allowed to enter any ITF Pro Circuit Tournaments until such time as all fines have been paid.

#### **W. APPEALS**

Any player convicted of a violation of a Player On-Site Offence at an ITF Pro Circuit Tournament may, after paying all fines, appeal to the ITF Executive Director for review of the determination of guilt and penalty therefore. Such Notice of Appeal shall be in writing and filed within ten (10) days after the last day of the event.

Attached to and included with such Notice of Appeal shall be a statement by the player as to the facts and circumstances of such incident along with any other evidence that the player desires to submit.

Upon receipt of such an Appeal, the ITF Executive Director shall conduct a reasonable investigation of the facts and circumstances surrounding such incident and shall affirm or reverse in whole or in part the determination of the ITF Supervisor. In the event of a whole or partial reversal the Tournament Administrator shall remit to the player all or part of the fines collected in accordance with the disposition of the appeal.

## ARTICLE V: UNIFORM TENNIS ANTI-CORRUPTION PROGRAM

### A. Introduction

The purpose of the Uniform Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies.

### B. Definitions

1. "AHO" refers to an Anti-Corruption Hearing Officer.
2. "ATP" refers to the ATP Tour, Inc.
3. "CAS" refers to the Court of Arbitration for Sport.
4. "Consideration" refers to anything of value except for money.
5. "Corruption Offense" refers to any offense described in Section D or E of this Program.
6. "Covered Person" refers to any Player, Related Person, or Tournament Support Personnel.
7. "Decision" refers to a decision of an AHO regarding the commission of a Corruption Offense.
8. "Demand" refers to a written demand for information issued by the TIU to any Covered Person.
9. "Director" refers to the Director of the TIU.
10. "Event" refers to all professional tennis matches and other tennis competitions, whether men's or women's, which are organised, sanctioned or recognised by any of the Governing Bodies.
11. "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSC.
12. "GSC" refers to the Grand Slam Committee.
13. "Hearing" refers to a hearing before an AHO in accordance with Section G of this Program.



14. “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.
15. “Inside Information” refers to information about the likely participation or likely performance of a Player in an Event or 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.
16. “ITF” refers to the International Tennis Federation.
17. “Notice” refers to written Notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
18. “Player” refers to any player who enters or participates in any competition, Event or activity organised or sanctioned by any Governing Body.
19. “Program” refers to this Uniform Tennis Anti-Corruption Program.
20. “PTIO” refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
21. “Related Person” refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person.
22. “TIB” refers to the Tennis Integrity Board.
23. “TIU” refers to the Tennis Integrity Unit.
24. “Tournament Support Personnel” refers to any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.
25. “Wager” refers to a wager of money or Consideration or any other form of financial speculation.
26. “WTA” refers to the WTA Tour, Inc.

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

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein.
2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

**D. Offenses**

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

**1. Corruption Offenses.**

- a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.
- b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis.
- c. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.
- d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

- e. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.
- f. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.
- 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.
- h. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- 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.
- 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.
- k. No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

**2. Reporting Obligation.**

**a. Players.**

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

- iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.
  - iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.
- b. Related Persons and Tournament Support Personnel.**
- i. In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
  - ii. In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- c. For the avoidance of doubt, (i) a failure of the Reporting Obligation by any Covered Person; and/or (ii) a failure of the duty to cooperate under Section F.2 shall constitute a Corruption Offense for all purposes of the Program.

**E. Additional Matters**

- 1. Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.

2. For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
3. Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.
4. A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (a) promptly reports such conduct to the TIU and (b) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

**F. Investigation and Procedure**

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

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

**2. Investigations.**

- a. The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
  - i. The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
  - ii. The Covered Person shall have the right to have counsel attend the interview(s).
  - iii. The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes

and thereafter shall be retained by the TIU for a minimum of 3 years in a secure place.

- iv. The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
  - v. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- b.** All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense.
- c.** If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemised telephone billing statements, text of SMS messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.
- d.** By participating in any Event, or accepting accreditation at any Event, a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information requested by the TIU or the AHO. If a Covered Person fails to produce such information, the AHO may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.

- e. If a PTIO concludes that a Corruption Offense may have been committed, the PTIO shall refer the matter and send the evidence to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.
- 3. Each Covered Person shall be determined to be immediately contactable at the most current postal address provided to a Governing Body. Any Notice delivered hereunder to a Covered Person at such address, shall be deemed to have been received by the Covered Person on date of delivery to such address in the confirmation of delivery provided by the courier service company. At its discretion, as an alternative to or in conjunction with the courier delivery, any other method of secure and confidential communication may be used, including, but not limited to hand delivery, facsimile or e-mail, provided that the burden of proving receipt via such alternative methods shall be on the sending party.

**G. Due Process**

**1. Commencement of Proceedings.**

- a. When the PTIO refers a matter to the AHO pursuant to Section F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
  - i. the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;
  - ii. the facts upon which such allegations are based;
  - iii. the potential sanctions prescribed under this Program for such Corruption Offense(s); and
  - iv. the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b. The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO's allegations, the Covered Person must submit a written request to the AHO for a Hearing so that it is received as soon as possible, but in any event within fourteen business days of the date of the receipt of Notice as defined in Article F.3.

- c.** A Covered Person shall direct any response to a Notice to the AHO with a copy to the PTIO and may respond in one of the following ways:

  - i.** To admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction.
  - ii.** To deny the Corruption Offense and to have the AHO determine the charge, and if the charge is upheld, the sanctions, at a hearing conducted in accordance with Section G.2.
  - iii.** To admit that he or she has committed the Corruption Offense(s) specified in the Notice, but to dispute and/or seek to mitigate the sanctions specified in the Notice. Either a request for hearing or a written submission solely on the issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice. If a hearing is requested, it shall be conducted in accordance with Section G.2. If no hearing is requested, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the PTIO.
- d.** If the Covered Person fails to file a written request for a hearing by the deadline set out in Section G. 1. b, he or she shall be deemed:

  - i.** to have waived his or her entitlement to a hearing;
  - ii.** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice;
  - iii.** to have acceded to the potential sanctions specified in the Notice; and,



- iv. the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction).
  
- e. If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIP appoint a substitute or successor AHO for such matter in accordance with Section F. 1.
  
- f. In the event a Covered Person requests a hearing under Section G.1.c.ii or G.2.c.iii, thereafter, but no more than twenty business days after the date of the Notice or request for Hearing if received, the AHO shall convene a meeting or telephone conference with the PTIO and/or its legal representatives, the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting the AHO shall:
  - i. determine the date(s) (which must be at least twenty business days after the meeting, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice is sent, and ordinarily within sixty days of the date that the Covered Person requests a Hearing. The Hearing shall be completed expeditiously;
  - ii. establish dates reasonably in advance of the date of the Hearing at which:
    - 1. the Covered Person shall submit a brief with argument on all issues that he or she wishes to raise at the Hearing;
    - 2. the PTIO shall submit an answering brief, addressing the arguments of the Covered Person and setting out argument on the issues that the PTIO wishes to raise at the Hearing;

3. the Covered Person may submit a reply brief, responding to the PTIO's answer brief; and
  4. the Covered Person and the PTIO shall exchange witness lists (with each witness's address, telephone number and a summary of the subject areas of the witness's anticipated testimony) and copies of the exhibits that they intend to introduce at the Hearing; and
- iii. make such order as the AHO shall deem appropriate in relation to the production of relevant documents or other materials between the parties.
- g. The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

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

- a. Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.
- b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.

- c. The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the AHO and present his, her or its case.
- d. The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO's expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO's expense.
- e. Witness testimony presented in person or by video conference is acceptable.
- f. The TIB as well as PTIO members shall be permitted to attend all hearings, in person or by audio or video conference.

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

- a. The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

**4. Decisions.**

- a. Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.
- b. The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:

- i. the AHO's findings as to what Corruption Offenses, if any, have been committed;
  - ii. the sanctions applicable, if any, as a result of such findings; and
  - iii. the rights of appeal applicable pursuant to Section I of this Program.
- c. The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.
  - d. Subject only to 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. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

#### **H. Sanctions**

- 1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:
  - a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organised or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organised or sanctioned by any Governing Body for a maximum period of permanent ineligibility.
  - 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) suspension of credentials and access to any Event organised, sanctioned or recognised by any Governing Body for a period of not less than one year, and (iii) with respect to any violation of clauses (c)-(i) of Section D.1., suspension of credentials and access to any Event organised, sanctioned or recognised by any

Governing Body for a maximum period of permanent revocation of such credentials and access.

- c. No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any Event (other than authorised anti-gambling or anti-corruption education or rehabilitation programs) organised or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.
2. The TIU may report information regarding an investigation to the TIB and the PTIOs at any time.
3. The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
4. If any Covered Person commits a Corruption Offense under this program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.

#### **I. Appeals**

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

**J. Conditions of Reinstatement**

1. Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.
2. All fines and/or prize money forfeitures imposed on players hereunder must be paid within thirty (30) days following the later of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the player shall be ineligible for participation in any event organised or sanctioned by any Governing Body until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and the PTIO shall have the discretion to establish an 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by the former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

## **ARTICLE VI: PLAYER MAJOR OFFENCES**

### **A. AGGRAVATED BEHAVIOUR**

No player or Related Person at any ITF Pro Circuit Tournament shall engage in “Aggravated Behaviour” which is defined as follows:

- 1.** One or more incidents of behaviour designated in this Code as constituting “Aggravated Behaviour”;
- 2.** One incident of behaviour that is flagrant and particularly injurious to the success of an ITF Pro Circuit Tournament, or is singularly egregious;
- 3.** A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute “Aggravated Behaviour”, but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the ITF Pro Circuit Tournaments.

In addition, any player or Related Person who, directly or indirectly, offers or provides or receives any money, benefit or consideration to or from any other Covered Person or third party in exchange for access and/or accreditation to the tournament site shall be deemed to have engaged in Aggravated Behaviour and be in violation of this Section.

Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine of up to \$5,000 or the amount of prize money won at the tournament, whichever is greater, and a maximum penalty of permanent suspension from play in all ITF Pro Circuit Tournaments.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all ITF Pro Circuit Tournaments.

### **B. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME**

No player or Related Person shall engage in conduct contrary to the integrity of the Game of Tennis. If a player is convicted of the violation of a criminal or civil law of any country, the player may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the Game of Tennis and the ITF Executive Director may provisionally suspend such player from further participation in ITF Pro Circuit tournaments pending a final determination in Section C. In addition, if a player has at any time behaved in a manner severely damaging to the reputation of the sport, the player may be deemed by virtue of such behaviour to have engaged in conduct contrary to the integrity of the Game of Tennis and be in violation of this Section. Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine up to \$5,000 and/or to a



maximum penalty of permanent suspension from play in all ITF Pro Circuit Tournaments.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all ITF Pro Circuit Tournaments.

#### **C. DETERMINATION AND PENALTY**

The ITF Executive Director shall cause an investigation to be made of all facts concerning any alleged Major Offence and shall provide written notice of such investigation to the player involved; the player shall be given at least ten (10) days to provide to the ITF Executive Director, directly or through counsel, such evidence as the player deems to be relevant to the investigation. Upon the completion of his investigation the ITF Executive Director shall determine the innocence or guilt of the player involved, and, in the latter case, shall state in writing the facts as found by him, his conclusions and his decision fixing the penalty to be imposed. A copy of the decision shall be promptly delivered to the player and to the Committee.

#### **D. PAYMENT OF FINES**

All fines levied by the ITF Executive Director for Player Major Offences shall be paid by the player to the ITF within thirty (30) days after receipt of written notice thereof. If the fine is not paid in thirty (30) days the ITF Executive Director will instruct the next ITF Pro Circuit Tournament to withhold prize money due to the player until settlement is made.

#### **E. DISCRETIONARY REVIEW**

Any player or Related Person found to have committed a Player Major Offence may, after paying all fines as above provided, petition the Committee for discretionary review of the determination and penalty of the ITF Executive Director. The petition shall be in writing and must be filed with the ITF Executive Director within thirty (30) days after notice of the violation is mailed to the player. The ITF Executive Director shall thereafter promptly forward said petition to the Committee. Said petition shall state in detail the basis for such appeal. Within thirty (30) days thereafter the Committee shall designate a time and place for the hearing of such appeal and shall so notify the player and the ITF Executive Director. At such hearing the player and the ITF Executive Director shall present to the Committee the relevant evidence on the matter. The Committee may affirm, reverse, or modify the decision of the ITF Executive Director on appeal.

If the appeal is decided against the player, then the Committee shall tax the reasonable costs of the appeal against the player, which costs shall include, but not be limited to, the reasonable travel and living expenses incurred by all witnesses and members of the Committee with respect thereto, if the same is not at a regularly scheduled meeting of the Committee.

## **ARTICLE VII: MEDICAL CONTROL – ANTI-DOPING POLICY**

Any Player, Player Support Personnel or other Person who enters or participates in the ITF Pro Circuit shall be bound by and shall comply with all of the provisions of the ITF Tennis Anti-Doping Programme 2013.

The ITF Tennis Anti-Doping Programme 2013 is set out in full on the ITF website ([www.itftennis.com/antidoping](http://www.itftennis.com/antidoping)) and in a separate rulebook that is published and distributed by the ITF to all National Associations. The ITF Tennis Anti-Doping Programme 2013 is also available upon application.

## **ARTICLE VIII: TOURNAMENT OFFENCES**

### **A. APPLICABILITY**

This Article shall apply to each ITF Pro Circuit Tournament.

### **B. GUARANTEES**

The owner(s), operator(s), sponsor(s) or agent(s) of an ITF Pro Circuit Tournament shall not offer, give or pay money or anything of value, nor shall such a tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or guarantee a player's appearance at a tournament other than prize money and permitted amateur expenses, unless authorised to do so by the Committee. Violation of this Section shall subject the tournament to a fine up to \$5,000 plus the amount or value of any such payment, disqualification and loss of sanction, and/ or forfeiture of all sums, if any, previously paid to the ITF. In the event the ITF Executive Director believes that a tournament may be violating this Section, then upon demand the tournament must furnish or cause to be furnished to the ITF Executive Director or his agent access to and copies of all records to which it has access relating in any way to such alleged guarantee, or, in the absence of such records, an affidavit setting forth the facts in detail with respect to any transaction under question by the ITF Executive Director.

### **C. WILD CARDS**

No ITF Pro Circuit Tournament, directly or indirectly, shall offer, give, solicit, receive or accept, or agree to offer, give, solicit, receive or accept anything of value in exchange for a Wild Card. Violation of this section shall subject the tournament to a fine of up to \$5,000 and/or forfeiture of all sums, if any, previously paid to the ITF. In such a situation, the tournament will also receive a fine of up to \$5,000 and possible withdrawal of its sanction.

**D. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME**

No ITF Pro Circuit Tournament, or any owner, promoter or operator thereof, shall engage in conduct contrary to the integrity of the Sport.

Violation of this Section shall subject the tournament to a fine up to \$5,000 and/or forfeiture of all sums, if any, previously paid to the ITF.

**E. ITF PRO CIRCUIT RULES**

No ITF Pro Circuit Tournament shall violate any provisions of these ITF Pro Circuit Rules. Violation of this Section shall subject the tournament to a fine up to \$5,000 and/or forfeiture of all sums, if any, previously paid to the ITF.

**F. LATE CANCELLATION**

No ITF Pro Circuit Tournament shall cancel less than sixty (60) days prior to the scheduled commencement of the event.

Violation of this section shall subject the tournament to a fine of up to \$5,000, forfeiture of all sums, if any, previously paid or due to the ITF, reimbursement of unrecoverable expenses incurred and/or denial of subsequent Applications.

**G. DETERMINATION AND PENALTY**

The ITF Executive Director shall cause an investigation to be made of all facts concerning any alleged Tournament Offence by an ITF Pro Circuit Tournament and shall provide written notice of such investigation to the tournament involved. The tournament shall be given at least ten (10) days to provide to the ITF Executive Director, directly or through counsel, such evidence as the tournament deems to be relevant to the investigation. Upon completion of his investigation, the ITF Executive Director shall determine the innocence or guilt of the tournament involved, and in the latter case shall state in writing the facts as found by him, his conclusions and his decision fixing the penalty to be imposed. A copy of the decision of the ITF Executive Director shall be promptly delivered to the tournament and to the Committee.

**H. PAYMENT OF FINES**

All fines levied by the ITF Executive Director for Tournament Offences shall be paid by the tournament to the ITF within thirty (30) days after receipt of written notice thereof.

**I. DISCRETIONARY REVIEW**

Any ITF Pro Circuit Tournament found to have committed a Tournament Offence may, after paying all fines as above provided, petition the Committee for

discretionary review of the determination and penalty of the ITF Executive Director. The petition shall be in writing and must be filed with the ITF Executive Director within thirty (30) days after notice of the violation is mailed to the tournament. The ITF Executive Director shall thereafter promptly forward said petition to the Committee. Said petition shall state in detail the basis for such appeal. Within thirty (30) days thereafter the Committee shall designate a time and place for the hearing of such appeal and shall so notify the tournament and the ITF Executive Director. At such hearing the tournament and the ITF Executive Director shall present to the Committee the relevant evidence on the matter. The Committee may affirm, reverse, or modify the decision of the ITF Executive Director on appeal. If the appeal is decided against the tournament, then the Committee shall tax the reasonable costs of the appeal against the tournament, which costs shall include, but not be limited to, the reasonable travel and living expenses incurred by all witnesses and members.

#### **ARTICLE IX: WELFARE POLICY**

Any player that enters and/or participates in either the ITF Men's Circuit or the ITF Women's Circuit, and any Player Support Team Member of any player that enters and/or participates in either the ITF Men's Circuit or the ITF Women's Circuit shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix A.

#### **ARTICLE X: RECIPROCITY**

The ITF Executive Director reserves the right to extend to any or all tournaments, events or Circuits owned or sanctioned by the ITF a suspension or other sanction issued against a Covered Person (as defined in Appendix A - ITF Welfare Policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any national or regional association or other tennis organisation such as the Women's Tennis Association and Association of Tennis Professionals.

The ITF Executive Director reserves the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other national or regional association or any other tennis organisation or any other relevant authorities. The ITF Executive Director may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate in its absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any national or regional association, any other tennis organisations and/or any relevant authorities.

## **ARTICLE XI: INTERPRETATIONS**

Any person or entity subject to this Code may file with the ITF Executive Director a request for an interpretation or clarification of the Code and/or its applicability and effect on a particular event or transaction.

## **ARTICLE XII: NOTICE**

All written communications to the ITF Executive Director should be addressed as follows, unless notice of change is subsequently published:

ITF Executive Director of Professional Tennis  
International Tennis Federation  
Bank Lane  
Roehampton  
London SW15 5XZ  
England  
Tel: (44) 20 8878 6464 Fax: (44) 20 8392 4777

### **A. PLAYER**

Notice that a player is being investigated pursuant to a possible Major Offence charge shall be served personally upon him. Service of any other document required by the Code shall be deemed complete if mailed to the subject player at his home address or other address designated by the player, along with a copy to any player association of which he is a member provided that the ITF Executive Director of Professional Tournaments has notice of such membership.

### **B. TOURNAMENT**

Service of any document on an ITF Pro Circuit Tournament as required by this Code shall be deemed complete if mailed to the ITF Pro Circuit Tournament Director along with a copy to the Tournament Administrator.

## **ARTICLE XIII: AMENDMENTS**

This ITF Pro Circuit Code of Conduct may only be amended, repealed or otherwise modified, in whole or in part, by the ITF.



## APPENDIX A

### WELFARE POLICY

Any coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player (together "Player Support Team Member"), any player and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff member and members of the media (together "Credentialed Person") shall conduct himself/herself in a professional manner at all times and in accordance with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined as "Covered Persons".

**a. Elements of the Welfare Policy.**

- i. Application  
Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.
- ii. Unfair and/or Discriminatory Conduct
  - a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.
  - b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.
- iii. Abuse of Authority; Abusive Conduct
  - a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.
  - b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.
  - c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.
- iv. Sexual Conduct  
In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

- a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.
- b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.
- c) Covered Persons shall not engage in sexual harassment - for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.
- d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b) below.

v. Criminal Conduct

Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.

vi. Anti-Doping Activity

Covered Persons shall not commit any offence under the terms of the ITF's Anti-Doping Programme or aid, abet, counsel or procure in any way any person's offence under that Programme.

- vii. **Conduct in General**  
Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the “ITF Tournaments”), any player, official or the game of tennis.
- b. Violations/Procedures**
- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF Executive Director responsible for the ITF Tournament in which the complainant participates. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, the ITF Executive Director shall promptly initiate a review of the matter. Such review shall be carried out by the relevant Manager or Head of Department with responsibility for the ITF Tournament in which the complainant participates (“ITF Manager/Head”). Upon request by the ITF Manager/Head, the ITF Executive Director shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.
- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF Manager/Head may determine that the complaint does not merit further action. If the ITF Manager/Head determines that the complaint does merit further action, after notifying the accused individual of the charge(s) and giving the accused individual the opportunity to present his or her views to the ITF Executive Director or his/her designee, either in person or in writing, at the ITF Executive Director’s discretion, the ITF Executive Director may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF Executive Director may deem appropriate.
- iii. The ITF Executive Director reserves the right to extend to any or all ITF Tournaments a suspension or other disciplinary action taken against a Covered Person by a National or Regional Association or other tennis organisation such as the Women’s Tennis Association and Association of Tennis Professionals or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above. The ITF Executive Director reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above. The ITF Executive Director may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of



investigations being conducted by other tennis organisations as specified above and/or relevant authorities.

- iv. Decisions of the ITF Executive Director may be appealed to the Committee responsible for the ITF Tournament in which the complainant participates, unless such decision involves the imposition of a suspension greater than one (1) year or a fine in excess of US\$5,000, in which case the appeal of such ITF Executive Director decision shall be made to the Board of Directors of the ITF. In either circumstance, any appeal under this section must be filed with the appropriate body in writing within one month from the date of the notice of the ITF Executive Director's decision which is the subject of the appeal. The notice of appeal must include a statement of the reasons and arguments why the decision was incorrect and include supporting evidence and make any application for a stay of execution. In either circumstance, the appellate body shall decide whether to review the appeal based solely on the ITF Executive Director's investigation or whether to hold a full hearing in which the Covered Person will be given the opportunity to present his/her case directly to the appellate body, in which case the appellate body shall issue directions for the efficient conduct of the appeal. The decision of the ITF Committee or ITF Board of Directors shall be final and binding. Any decision of the ITF Executive Director decided on the basis of a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above shall be final and binding.
- v. Any decision of the Executive Director and/or the ITF Committee and/or the ITF Board of Directors pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF Executive Director and/or the ITF Committee and/or the ITF Board of Directors.