

ITF BEACH TENNIS TOUR RULES AND REGULATIONS 2013

ITF BEACH TENNIS TOUR RULES AND REGULATIONS

CONTENTS

Where amendments are made in these Regulations the text is underlined.

		RPOSE AND APPLICABILITY	4	
В.		E COMPETITION	4	
	1.	Title		
	2.	Rankings		
	3.	Ownership		
	4.	Open Competition / No Discrimination		
	5.			
~	6.		~	
C.		NAGEMENT	5	
		Board of Directors		
D.		LES AND REGULATIONS OF THE TOUR	6	
	1.	Medical Control – Anti-Doping Policy		
	2.	Publicity and Promotion		
	3.	Media, Commercial and Data Rights Tournament		
	4.	Sanction Fees		
	5.	Tournament Responsibilities		
	6.	Non-Compliance		
	7.	ITF Responsibilities		
	8.	Rankings and Allocation of Points		
	9.			
	10.			
		Tournament Week		
		System of Merit		
	13.	Prize Money Distribution		
Е.	EN'	TRY AND WITHDRAWAL	10	0
	1.	Entry Definitions		
	2.	Entry and Withdrawal Deadline		
	3.	Acceptance of Competitors		
	4.	Entry and Withdrawal Procedure		
	5.	One Tournament Per Time Period		
	6.	Player sign-in / Registration		
	7.	Administrative Error on Acceptance Lists		
	8.	Waiver of Claims		
F.	TO	URNAMENT REGULATIONS	13	3
	1.	Variations to Regulations		
	2.	Composition of Draws		
	3.	Seeds		
	4.	Making the Draw		
	5.	Sign-in Requirements for Substitutes		
	6.	Withdrawal and Replacement of Seeds		
	7.	Suspension and Postponement	13	3
	8.	Hospitality		
	9.	Courts		
	10	Tournament Administrator		

ITF Beach Tennis Tour Rules and Regulations

11.	Referee	
12.	Tournament Doctor / Physiotherapist/Athletic Trainer (PAT)	
13.	Conditions of Play	
14.	Entry Fee	
15.	Prize Money	
16.	Facilities	
17.	Balls	
18.	Related Regulations	
		4.0
Appendix A	THE PLAYERS	19
Appendix B	TOURNAMENT GRADES AND RANKING POINTS	21
Appendix C	MEDIA, COMMERCIAL AND DATA RIGHTS	21
Appendix D	MEDICAL, EXTREME WEATHER CONDITIONS AND	21
	TOILET/CHANGE OF ATTIRE BREAKS	
Appendix E	WELFARE POLICY	26
Appendix F	UNIFORM TENNIS ANTI CORRUPTION PROGRAM	31
Appendix G	CONTACTS	44
11	CONTROLS	

ITF BEACH TENNIS TOUR RULES AND REGULATIONS 2013

The ITF is the international governing body for tennis, including beach tennis. It aims to provide, promote and develop opportunities for men, women and children to participate in recreational and competitive beach tennis at all levels.

As the governing body of tennis, the ITF provides a leading role in the administration of beach tennis. The ITF aims to ensure that a fair and equal opportunity is provided for all those entitled to play under its eligibility rules and that the Rules of Beach Tennis are implemented according to the standards expected of an international body.

A. PURPOSE AND APPLICABILITY

ITF Limited trading as the International Tennis Federation promulgates these Regulations for the purpose of providing fair and reasonable rules for the orderly and uniform conduct of international beach tennis tournaments approved by the ITF. All references to the International Tennis Federation or ITF in these Regulations shall mean ITF Limited.

B. THE COMPETITION

1. Title

The Competition, an international doubles competition, shall be called the "ITF Beach Tennis Tour" ("Tour").

2. Rankings

Rankings, issued by the ITF, shall be called the "ITF Beach Tennis Rankings" ("Rankings"). Rankings shall be compiled on the basis of points earned for success in men's and women's doubles play in the Competition.

3. Ownership

The Competition shall be owned and managed by ITF. Ownership shall include, but not be limited to, the following national and international rights: registered trademarks of the ITF, commercial exploitation of the Competition, international sponsorship of the Competition, live scoring, live streaming, television, radio, film and video recordings, plus new media and internet coverage.

The Rankings shall be owned and managed by ITF. Ownership shall include, but not be limited to, the following national and international rights: registered trademarks of the ITF, commercial exploitation of the Rankings, international sponsorship of the Rankings and internet coverage.

4. Open Competition / No Discrimination

Tournaments are open to all male & female players - men's events are open only to male players; women's events are open only to female players (please refer to Appendix A – The Players) - based on merit and without discrimination subject only to the conditions herein set forth and provided, however, that minors under the

age of fourteen (14) shall not be eligible for entry into Open Competitions. For purposes of this Rule, the player's age as of the first day of the Main Draw shall be used.

5. Rules to be Observed

- a) The Competition shall take place in accordance with these Rules and Regulations, the ITF Beach Tennis Tour Code of Conduct the Constitution of ITF Limited and the ITF Rules of Beach Tennis adopted by the ITF.
- b) In submitting an application, a tournament automatically undertakes to abide by and fulfil all its obligations in accordance with these Rules and Regulations, the Organisational Guidelines, the ITF Rules of Beach Tennis and the Terms and Conditions on the application form.
- c) In submitting an entry to a tournament sanctioned by the ITF as a constituent tournament of the Tour, a player automatically undertakes to commit him/herself to abide by and be bound by these Rules and Regulations and the Code of Conduct, if applicable.
- d) Any player that enters and/or participates in the ITF Beach Tennis Tour, and any Player Support Team Member of any player that enters and/or participates in the ITF Beach Tennis Tour shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix C.
- e) Any player that enters and/or participates in the ITF Beach Tennis Tour, and any Player Support Team Member of any player that enters and/or participates in the ITF Beach Tennis Tour shall be bound by and shall comply with the provisions of the Uniform Tennis Anti-Corruption Program set out in Appendix D
- Any Player, Player Support Personnel or other Person who enters or participates in the ITF Beach Tennis Tour shall be bound by and shall comply with all of the provisions of the ITF Tennis Anti-Doping Programme. The ITF Tennis Anti-Doping Programme is set out in full on the ITF website (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 is also available upon application and can be found in Appendix F.

6. Amendments

These ITF Beach Tennis Tour Rules and Regulations may only be amended, repealed or otherwise modified, in whole or in part, by the ITF.

C. MANAGEMENT

1. Board of Directors

a) Management

The ITF Beach Tennis Tour shall be managed by the Board of Directors of the ITF.

b) Duties

The duties of the Board of Directors shall be:

- i. To approve and adopt the Rules and Regulations for the Tour.
- ii. To decide any appeals or disputes
- iii. To register in the name of the ITF any trade marks in connection with the Tour and to protect such trade marks

D. RULES AND REGULATIONS OF THE TOUR

1. Medical Control – Anti-Doping Policy

Any Player, Player Support Team Member or other Person who enters or participates in the ITF Beach Tennis Tour 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 (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.

2. Publicity and Promotion

Each player grants and assigns to the ITF, the tournament's sanctioning National Association, the tournament and their agents and assignees the right in perpetuity to use or authorize the use of from time to time and at their discretion, his/her name, voice, photograph, likeness, signature, biographical material and other identification, in any and all media now known or hereafter devised, without compensation for him/her, his/her heirs, devisees, executors, administrators or assigns, for the purpose of publicising, promoting and advertising the sport of beach tennis, the ITF, the tournament's sanctioning National Association, the tournament and their respective affiliates and events, including the right to use the same on event posters, photos, programs, merchandise and other materials, and for the televising, broadcasting and filming of the same, and hereby grants and assigns to the ITF, the tournament's sanctioning National Association, the tournament and their agents and assignees the right in perpetuity to make, use, show and reproduce, in any and all media now known or hereafter devised, from time to time and at their discretion, motion pictures, still pictures and live, taped or filmed television and other reproduction of him/her during the event for commercial and non-commercial purposes without compensation for him/her, his/her heirs, devisees, executors, administrators or assigns. Such activities by ITF, the tournament's sanctioning National Association, the tournament or their agents and assigns shall not be identified as or represented to be an endorsement by the player of any product or company.

3. Media, Commercial and Data Rights

Refer to Appendix C for details.

4. Sanction Fees

All tournaments sanctioned by the ITF for inclusion on the ITF Beach Tennis Tour must pay the relevant sanction fee.

<u>Grade</u>	Sanction Fee
	(USD)
<u>G1</u>	<u>500</u>
<u>G2</u>	<u>350</u>
<u>G3</u>	<u>250</u>
<u>G4</u>	<u>150</u>

Sanction fees are non-transferable and will not be refunded due to cancellation or reduction of Grade unless there are exceptional circumstances, at the discretion of the ITF.

5. Tournament Responsibilities

All ITF Beach Tennis Tour tournaments must be organised in accordance with the ITF Beach Tennis Tour – Tournament Organisational Guidelines unless otherwise agreed in writing with the ITF at the time of application.

a) Tournament Application and Approval

Applications for inclusion of a tournament on the ITF Beach Tennis Tour must be made on the official 2013 ITF Beach Tennis Tour application form, giving full details of the tournament, and sent to the ITF (beach@itftennis.com). A separate tournament application must be submitted for all ITF Beach Tennis Tour tournaments in accordance with these regulations (this includes tournaments forming part of a series).

Applications received less than 20 weeks (140 days) before the first day of the tournament may not be granted Grade 1 or Grade 2 status. Applications received less than 16 weeks (112 days) before the first day of the tournament may not be accepted.

Tournaments that are not approved by the relevant National Association will not be considered for inclusion on the ITF Beach Tennis Tour.

If a tournament is accepted for inclusion on the ITF Beach Tennis Tour and subsequently withdraws within 4 weeks (28 days) of the scheduled first day of play, that tournament will not be accepted for the following year unless there are exceptional circumstances, at the discretion of the ITF. If the tournament is accepted it may be allocated a lower grade the following year, at the discretion of the ITF.

b) Tournament Fact Sheet

The official ITF Beach Tennis Tour Fact Sheet must be submitted by email to the ITF Beach Tennis Department (Beach@itftennis.com) at least 8 weeks (56 days) before the Tournament start date for all tournaments to enable such information to be provided for the benefit of players.

c) If required tournaments shall assign to the ITF, free of charge, one (1) page in the Official Tournament Programme for an ITF editorial or advertisement.

If required tournaments shall display an ITF Beach Tennis banner on their main court.

d) The Referee, on conclusion of the tournament shall send to the ITF, by fax or email the completed draw sheets for the doubles main draw and qualifying, if applicable. This must include each player's full name, nationality and match results. The Referee shall also submit a completed tournament report form.

6. Non-Compliance

Any tournament not complying with the ITF Beach Tennis Tour Regulations may be allocated a lower grade or may not be accepted in the Tour the following year, at the discretion of the ITF.

7. ITF Responsibilities

The ITF is responsible for the overall administration of the Tour and Rankings and for publicising the same as widely as possible.

The ITF will publish events and the relevant tournament fact sheets on the ITF Beach Tennis Tour calendar on the ITF Beach Tennis website www.itftennis.com/beachtennis.

The ITF shall process results from all tournaments on the Tour and shall issue, on a monthly basis or as otherwise determined by the ITF, the latest ranking points accumulated by competitors. These shall be published on the ITF Beach Tennis website, www.itftennis.com/beachtennis.

8. Rankings and Allocation of Points

A player's Ranking will be based on his/her <u>best six (6)</u> doubles results calculated on a 52-week rollover system <u>except that ranking points earned at the World and Regional Championships will remain active until the end of the next respective editions of those events.</u>

To receive ranking points a player must reach a round where points are available. The number of points available in each round varies in accordance with the grading of the tournament (see appendix B).

No points shall be awarded to a team until they have played and won a round. Advancement through a bye or walkover will not be equivalent to winning a round unless the team has played and won a match in the same Draw. Advancement by virtue of retirement following the commencement of a match will be equivalent to winning a round.

Ranking points will not be awarded to any player who is not eligible to compete in accordance with these Rules and Regulations.

9. Protected Ranking

A protected ranking allows a player to enter an ITF Beach Tennis Tour tournament using an historic ranking position obtained by the player before they were forced to stop playing.

- a) Application procedure. A player may petition the ITF for a protected ranking if he/she is physically injured and does not compete in any beach tennis event, including special events and exhibitions, for a minimum period of six (6) months. The petition must be made in writing and must be received by the ITF no later than six (6) months after his/her last ITF tournament.
- **b)** Calculation and Use. The protected ranking will be calculated as the player's average ranking position for the six (6) ranking updates immediately following the player's last ITF tournament. The protected ranking will be for entry into the main draw or qualifying draw.

- c) Limit of Use. A player is permitted to use the protected ranking at any or all of the first five (5) tournaments played after returning from injury and must state their request at the time of entry. A player has two (2) years from the date of the last tournament played in which to activate (compete in first tournament) his/her protected ranking. A player has one (1) year from the date of the first use of the protected ranking in which to use his/her allocation of protected ranking entries. At each of the first five (5) tournaments played upon return, a player can choose whether or not to use the protected ranking; however, use of protected ranking cannot be carried forward to the sixth (6th) or subsequent tournaments).
- **d) Request due to Pregnancy.** Protected ranking requests due to pregnancy will be treated in accordance with the regulations for physical injury. In cases of requests due to maternity leave, the player must activate her protected ranking within twelve (12) months of the birth of her child.

10. Tour Structure

All tournaments on the Tour are categorised into Grades which are allocated by the ITF. The tournament Grade determines the number of ranking points on offer. The following minimum prize money levels must be met to be eligible for the respective grades of tournament, however other factors will also be taken into account, as determined by the ITF.

Grade	US Dollars (USD)	Euros (EUR)
1	\$10,000	<u>€7,500</u>
<u>2</u>	\$6,500	<u>€5,000</u>
<u>3</u>	\$2,500	<u>€2,000</u>
<u>4</u>	Not applicable	Not applicable

11. Tournament Week

The tournament week runs from Monday to Sunday with the week numbers calculated in accordance with the ISO (International Organization for Standardization) definition. A tournament is deemed to be in the tournament week in which the first day of the Doubles Main Draw is played. The Doubles Qualifying, if held, must be scheduled to finish before the Doubles Main Draw is scheduled to begin.

12. System of Merit

Entered teams will be accepted at the Entry Deadline in accordance with the latest ITF Beach Tennis Ranking as published by the ITF.

The criteria for acceptances, in order of priority, shall be:

- A) Teams consisting of two players with ITF rankings, in order of best combined ranking
- B) Teams consisting of one ITF ranked player and one unranked player, in order of ranking of the one ranked player
- C) Teams consisting of two unranked players

Ties between teams for positions on the acceptance list shall be drawn randomly.

13. Prize Money Distribution

Prize money will be paid to teams in men's and women's Main Draw in accordance with the following percentage distribution. The percentage distribution is the percentage of the total prize money. Men's and women's teams will receive the same prize money for the equivalent round reached in their respective draw.

a) Percentage distribution

Finishing	Position	Percentage Distribution					
		Grade 2, 3, 4	Grade 1				
Winner	<u>1</u>	17%	<u>15%</u>				
Runner-up	<u>2</u>	11%	<u>9%</u>				
Semi-finalist	<u>3-4</u>	<u>5%</u>	<u>5%</u>				
Q-finalist	<u>5-8</u>	<u>3%</u>	<u>2%</u>				
<u>R16</u>	<u>9-16</u>	=	<u>1%</u>				
<u>Total</u>		50%	<u>50%</u>				

b) Unallocated Prize money

In the event of prize money not being allocated to a team, the prize money is retained by the Tournament Organiser. This unallocated prize money may be redistributed to either or both events at the discretion of the Tournament Director.

E. ENTRY AND WITHDRAWAL

1. Entry Definitions

a) Direct Acceptances

Doubles teams accepted directly into the Main Draw under Tournament Regulation 2 'Acceptance of Competitors'.

b) Acceptance List

A list of teams accepted into the main draw and qualifying event (if applicable) of a tournament. The acceptance list is published by the tournament organiser immediately following the entry deadline and is updated accordingly prior to the tournament.

c) Qualifier

A doubles team included in the main draw as a result of success in the qualifying competition. The number of qualifiers accepted into the main draw is in accordance with section F. 2. Composition of Draws.

d) **Qualifying Competition**

A draw held immediately preceding the main draw to determine the teams accepted into the main draw as qualifiers.

e) Wild Card

A doubles team included in the draw (qualifying or main draw) at the sole discretion of the National Association. Wild Cards may be seeded. Wild Cards must be named at the time the draw is made and Wild Cards who withdraw or default may not be replaced with new Wild Cards after the draw is made. Any such vacancy shall be filled by the next eligible doubles team on the acceptance list, or if the qualifying competition has commenced, it shall be filled by the eligible Lucky Loser. The Qualifying Competition commences when the first ball of the first qualifying match is struck.

No doubles team who has signed in for and been accepted into the qualifying of the tournament may be named as a Wild Card after the Qualifying Competition has commenced.

f) Lucky Loser

A doubles team who has lost in the final round of the qualifying competition but who acquires a place in the main draw as a late substitute following a withdrawal (see also section F. 5.Sign-in requirements for substitutes). If more Lucky Losers are required for substitutions, doubles teams who have lost in the previous qualifying round(s) may be eligible.

g) On-Site Alternate

A doubles team who is present at the tournament site at their own risk to fill a possible vacancy in the qualifying or main draw as applicable. In order to be eligible as an On-Site Alternate, members of a doubles team must personally sign-in with the Referee at the tournament site.

2. Entry and Withdrawal Deadline

The entry deadline will be fourteen (14) days prior to the first day of the tournament (Grade 2,3,4). For Grade 1 tournaments the entry deadline will be twenty-one (21) days prior to the start of the tournament.

The withdrawal deadline will be ten (10) days prior to the start of the tournament (Grade 2,3,4). For Grade 1 tournaments, the withdrawal deadline will be 14 days prior to the start of the tournament.

In all cases, the time of the entry and withdrawal deadline will be 14.00 hours local time on the date stated on the fact sheet.

Entries received after the entry deadline will be accepted at the discretion of the tournament organiser. Acceptance priority will be given to teams that enter before the entry deadline.

3. Acceptance of Competitors

<u>Teams will be accepted in accordance with the System of Merit.</u> Acceptance of players shall not be conditional upon acceptance in another tournament, nor shall there be a restriction on the number of main draw acceptances per country or per region.

Tournaments shall confirm acceptance of players immediately following the Entry Deadline so that the competitors have sufficient time to make travel arrangements.

4. Entry and Withdrawal Procedure

All doubles teams applying for entry shall be deemed to apply for entry into the Main Draw or the Qualifying.

Entries and withdrawals must be made on the official entry or withdrawal form in writing by facsimile, letter or email <u>and submitted to the relevant entry authority as stated on the fact sheet.</u> It is the responsibility of the sender to ensure that the entry <u>and withdrawal forms are received before the relevant deadline as stated on the fact sheet.</u>

5. One Tournament Per Time Period

Players may not be accepted into more than one tournament taking place during the same period of time without prior approval from the ITF. Players who gain acceptance into a Main Draw (at or any time after the entry deadline) may not then enter or compete in any other tournament taking place during the same time period without prior approval from the ITF or the Tournament Referee at both events concerned.

If a player enters more than one (1) tournament taking place in the same time period and is subsequently accepted into the qualifying or main draw of more than one (1) tournament, he/she must withdraw from all except one (1) tournament before the first withdrawal deadline of those tournaments. It is the player's responsibility to manage his/her entries.

6. Player Sign-in / Registration

All doubles teams must sign-in personally with the Referee, for both Qualifying and Main Draw, by the time stated on the factsheet. One member of a doubles team may sign-in for the team. Sign-in by telephone is accepted.

7. Administrative Error on Acceptance Lists

If an administrative error occurs after the entry deadline but before the sign in, all accepted players will be allowed to sign in and a preliminary match shall be played in accordance with the following procedure.

If too many doubles pairs are accepted into the tournament (i.e. on a tournament acceptance list) who then arrive on-site and sign-in to play the event, the last two doubles pairs on the acceptance list based on the correct updated acceptance list (excluding wild cards and qualifiers where applicable) will play for one (1) spot in the appropriate draw.

Where more than one (1) doubles pair is accepted in error, a preliminary match will be played, between the required number of the last doubles pairs on the acceptance list, for each available place. In such cases, the highest ranking pairs from the last accepted pairs will compete against the lowest ranking pairs. The matches will be drawn at random.

The loser of the preliminary match will receive 1st round prize money if applicable and 1st round ITF Beach Tennis Ranking points.

The team who wins the preliminary match will receive ranking points and prize money for the round reached in the draw in accordance with section D. 13. 'Tournament Grades and Allocation of Points'. If that team loses in the first round it will receive 1st round plus 25% of second round ranking points and prize money (additional prize money to be paid by the tournament organiser).

8. Waiver of Claims

In submitting an entry into an ITF approved tournament, all players agree, as a condition of entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present or future claims and injuries, if any, sustained in travelling to or from, or participating in an ITF approved tournament, against the ITF, the National Association or Regional Association sanctioning such events.

F. TOURNAMENT REGULATIONS

This section should be read in conjunction with the ITF Beach Tennis Tour Organisational Guidelines.

1. Variations to Regulations

If a tournament committee wishes to vary any of the following Regulations, written application shall be made to the ITF office, giving full reasons for the request. Such application must be received not later than two (2) months before the first scheduled day of play in the tournament.

2. Composition of Draws

All tournaments must offer a minimum Main Draw size of 16 for both men and women.

Unless otherwise determined by the ITF, the draws shall be composed as follows:

a) Qualifying

Draw Size	8	16	24	32	48	64	<u>128</u>
Wild Cards	1	2	4	6	7	8	<u>16</u>
Direct Acceptances	7	14	20	26	41	56	112

b) Main Draw

Draw Size	16	24	32	48	64	<u>128</u>
Wild Cards	2	2	4	6	8	<u>16</u>
Qualifiers	2	2	4	6	8	<u>16</u>
Direct Acceptances	12	20	24	36	48	<u>96</u>

- c) If there are sixteen (16) or fewer entered teams, a Qualifying event must not be played.
- **d)** ITF reserves the right to alter the composition of Draws for World <u>and Regional</u> Championships to ensure an international distribution of nations represented.

3. Seeds

a) Number of Seeds

The Number of Seeds shall be as follows:

i. Qualifying

Each section of the draw shall have no more than two (2) seeded teams.

ii. Main Draw

128 draw: 32 seeds 64 draw: 16 seeds 48 draw: 16 seeds 32 draw: 8 seeds 24 draw: 8 seeds 16 draw: 4 seeds

There is to be only one seeding list, and seeding will not be official until the final draw is made.

b) Selection of Seeds

Seeding shall be at the discretion of the tournament committee, who shall take into consideration each team's ITF Beach Tennis Ranking, as well as results from other ITF approved tournaments and results of that same tournament in previous years.

4. Making the Draw

All draws shall be conducted in public by the official tournament Referee, with at least two players present, one of whom shall be of a different nationality to that of the host country.

a) Qualifying

The Qualifying Draw shall be made no later than 6.00pm (18:00 hours) local time on the day before the start of the play of the qualifying event, if held.

i. Sections and Seeds

The qualifying draw shall be made in sections and the winner of each section shall be given a place in the main draw. If two (2) qualifiers are required, there shall be two (2) sections; four (4) qualifiers required, four (4) sections; and so on. The draw shall be seeded and the selection of seeds shall be consistent with the criteria detailed above in section 3b – Selection of Seeds.

ii. Placing of Seeds

The first shall be placed at the top of the first section, the second seed shall be placed at the top of the second section and so on until one (1) seed appears on the top line of each section. The remaining seeds shall be drawn as one group. The first drawn shall be placed on the bottom line of the first section, the second drawn shall be placed on the bottom line of the second section and so on until one (1) seed appears on the bottom line of each section.

iii. Byes

In the event that there are not enough competitors to fill the draw then, after the seeds are placed in the draw, the required number of byes shall be awarded to the highest seeds as a first priority and any remaining byes shall be drawn by lot in a manner so as to distribute them as evenly as possible throughout the sections of the draw.

iv. Vacancies/Substitutions

Vacancies in the qualifying shall be filled by doubles teams who signed in. These players will be selected using the System of Merit.

b) Main Draw

The Main Draw shall be made no later than 6.00pm (18:00 hours) local time on the day before the Main Draw.

i) Same Nation Teams

If there are only two doubles pairs from the same Nation competing, they shall be drawn in different halves of the draw.

If there are only three or four doubles pairs from the same Nation competing, the first and second ranked shall be drawn as above and the third and fourth ranked doubles pairs drawn into the quarters which do not already contain one of that Nation's doubles pairs.

The selection of the top four doubles pairs from any one country shall be determined in accordance with the criteria defined in the System of Merit, or, in the absence of ITF rankings, the order of merit supplied by the appropriate

National Association or, in the absence of national rankings, by lot. Any remaining doubles pairs from that Nation shall be drawn by lot.

For the purpose of this rule, both players in a pairing must be of the same nationality, otherwise such pair will be drawn by lot.

ii) Acceptance of Qualifiers into Main Draw

Once the qualifying event has begun, only Qualifiers and Lucky Losers may be accepted into the main draw. The qualifying event commences when the first ball of the first qualifying match is struck.

iii) Placing of Seeds

Taking into account the provisions of Tournament Regulation 3 'Seeds', seeds shall be placed or drawn as follows:

- 1. Place Seed 1 on line 1 and Seed 2 on line 16 (8/16 draw), 32 (24/32 draw), 64 (48/64 draw).
- 2. To determine the placement of the remaining seeds, draw in pairs of two (seeds 3 and 4) and groups of four (Seeds 5-8, 9-12 and 13-16) from top to bottom as follows:

	16 draw	24/32 draw	48/64 draw
	(4 seeds)	(8 seeds)	(16 seeds)
Seeds 3,4	5	9	17
	12	24	48
Seeds 5,6,7,8		8	16
		16	32
		17	33
		25	49
Seeds 9,10,11,12			9
			25
			40
			56
Seeds 13,14,15,16			8
			24
			41
			57

iv) Byes

In the event that there are not enough competitors to fill the draw then, after the seeds are placed in the draw, the required number of byes shall be awarded to the highest seeds as a first priority and any remaining byes shall be drawn by lot in a manner so as to distribute them as evenly as possible throughout the sections of the draw.

v) Drawing of Qualifiers/Lucky Losers

The placing of Qualifiers and Lucky Losers into the Main Draw will be drawn by lot along with all other unseeded Main Draw Direct Acceptances.

If the qualifying event is not completed at the time of the main draw, then the places for the undesignated Qualifiers, and Lucky Losers if applicable, shall be designated as "Qualifier" and drawn by lot along with the unseeded Main Draw Direct Acceptances. At the completion of the qualifying event, the Main Draw places designated as "Qualifier" will be filled by Qualifiers, and Lucky Losers if applicable, by drawing by lot one team for each available space. Vacancies that occur in the Main Draw before completion of the qualifying event, to be filled by Lucky Losers, will be drawn in conjunction with Qualifiers.

If multiple vacancies occur in the Main Draw after it has been made and following completion of the qualifying event, the position of each eligible Lucky Losers will be drawn by lot.

vi) Remaining Doubles Teams

After the seeds and the byes are placed in the draw as above provided, then the remaining doubles teams, including Qualifiers and Lucky Losers, shall be drawn by lot to determine in which places they are to be entered into the draw.

vii) Vacancies/Substitutions

After commencement of the qualifying competition vacancies in the Main Draw may only be filled by Lucky Losers.

Lucky Losers shall be selected as follows:

Teams shall be grouped according to the round reached in the qualifying competition with priority being given to teams who progressed furthest. Within those groups, teams will be grouped in accordance with the System of Merit and drawn randomly within each group.

5. Sign-in Requirements for Substitutes

Alternates and Lucky Losers must be present and sign-in with the Referee at least half an hour before the scheduled start of play, which may occur over several days, in order to maintain their priority among other Alternates and Lucky Losers of the same round. If the eligible Lucky Loser is not available to play, he/she shall be placed at the bottom of the Lucky Loser priority list for that day corresponding to the qualifying round in which he/she lost.

6. Withdrawal and Replacement of Seeds

Seedings will not be official until the final draw is made. Any vacancy created by the withdrawal of a seed shall be filled by the next highest ranked team in that draw. The position vacated by that next highest ranked team shall then be filled by the next team on the original acceptance list if prior to the commencement of qualifying or by the eligible Lucky Loser if after commencement of qualifying. Any vacancy created by the withdrawal of a seed that occurs after the release of the Order or Play on the day preceding commencement of play in the main draw, shall be filled by an eligible Lucky Loser.

7. Suspension and Postponement

The Referee may suspend a match temporarily due to darkness or conditions of the grounds or weather. Unless and until a match is postponed by the Referee, the players, chair umpire and any on-court officials must remain ready to resume the match.

Upon suspension of a match, the chair umpire, or doubles teams if no chair umpire provided, must record the time, point, game and set score, which team was serving, the sides on which each team was situated and shall collect all balls in use for the match. In the case of a suspended or postponed match, the period of warm-up shall be as follows:

i) 0 - 15 minutes delay - no warm-up

i) 0 – 15 minutes delay
ii) 15 – 30 minutes delay
iii) more than 30 minutes delay
- no warm-up
- three (3) minutes of warm-up
- five (5) minutes of warm-up

8. Hospitality

If official hospitality is offered, the conditions of such hospitality must be available to all entered player and must be equal for the Men's and Women's events.

Hospitality may be offered to all players in a draw (qualifying and/or main draw) or it may be conditional upon the round reached. Hospitality may not be conditional on the entry of specific players or teams nor may it be based on a team's combined ranking.

9. Courts

All match courts shall be of exactly the same surface. In the event of bad weather play may be moved under cover, but the surface of all such courts must be the same.

<u>Sufficient match courts must be available to accommodate full qualifying and main draws.</u>

In addition there should be at least two (2) practice courts per 32 teams on site.

10. Tournament Administrator

The National Association sanctioning or organising the Tournament shall designate a Tournament Administrator to administer the event.

11. Referee

Each Tournament must provide at its sole expense an appropriate official, as defined in the Tournament Organisational Guidelines, to serve as the Referee for the tournament. The Referee is the final authority for on-site issues related to the ITF Beach Tennis Tour Rules, ITF Rules of Beach Tennis and all on-court matters. The Referee is responsible for making the draw.

The Referee may not be the Tournament Director/Tournament Administrator and is not permitted to compete in the event.

12. Tournament Doctor / Physiotherapist/Athletic Trainer (PAT)

Each tournament must provide at its sole expense a Tournament Doctor on-call during play and a Physiotherapist/Athletic Trainer on-site during play.

13. Conditions of Play

a) Between Tournaments

If the Referee receives notice from a player of the date and time of his last match played in a previous tournament, then the Referee shall whenever possible give the player one full day's rest between such match and the player's first match in the Tournament.

b) Between Matches

Except when weather or other unavoidable circumstances causes schedule disruption, members of a doubles team shall be scheduled for a maximum of <u>four</u> (4) doubles matches per day, which shall not be scheduled less than twelve (12) hours after the completion of the last match of such doubles team on the preceding day or round.

Whenever it is necessary to schedule more than one match in the same day such doubles teams shall be given the following minimum rest periods:

- i. Played less than 1 hour: ½ hour rest
- ii. Played between 1 hour and 1½ hours: 1 hour rest
- iii. Played more than 11/2 hours: 11/2 hours rest

14. Entry Fee

The following maximum entry fee may be charged per team per event (unless otherwise authorised by ITF), covering teams in both Main Draw and Qualifying:

	Max. Entry Fee
	(per team)
ITF Tour - Grade A	US\$150
ITF Tour – Grade B	US\$100
ITF Tour –Grade 1 and Grade 2	US\$70
ITF Tour –Grade 3 and Grade 4	US\$50

15. Prize Money

If the tournament committee wishes to offer prize money, this shall be paid in US Dollars or in the local currency and this information shall be provided on the tournament factsheet.

16. Facilities

Refer to the ITF Beach Tennis Tour - Organisational Guidelines for details.

17. Balls

In the main draw and qualifying there shall be a minimum of two (2) new ITF Approved Stage 2 "Orange" balls for each match. <u>Details of ball changes are stated</u> in the ITF Beach Tennis Tour Organisational Guidelines.

Balls shall be provided for practice, but it is not obligatory to give new balls for this purpose.

18. Related Regulations

To the extent not covered herein The Constitution of ITF Limited 2013 and the 2013 Rules of Beach Tennis shall be applicable to all ITF Beach Tennis Tour Tournaments. Such applicability shall not affect the right of the ITF Beach Tennis Tour Tournaments to promulgate and enforce their own special regulations insofar as they are consistent with the applicable provisions of these Rules and Regulations and have been approved by the ITF.

APPENDIX A

THE PLAYERS

DEFINITION OF "GOOD STANDING" OF A PLAYER

The term "good standing" in connection with a player shall be defined as follows: One whom:

- a) Is not under a suspension imposed by his/her National Association, or by the ITF, or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF.
- b) Is accepted by his/her National Association as being under its jurisdiction while competing in events for which his/her Association has nominated him/her.
- c) Makes him/herself available for selection for Official Team Championships, the Olympic Tennis Event and accepts the jurisdiction of his/her National Association while competing in events for which they have nominated him/her.
- d) Respects the spirit of fair play and non-violence at all times.
- e) Accepts the Conditions of Entry of the events he/she enters, including the conditions of any Code of Conduct adopted for those events.
- f) Agrees to undergo any medical control, including gender control and tests, which are in operation at any event which he or she enters.

ELIGIBILITY OF PLAYERS

Any tennis player who holds a valid membership and who is in good standing with his/her National Association in accordance with Appendix A shall be qualified to represent that country if he/she:

- a) Is a national of that country, has a current valid passport of that country, has lived in that country for 24 consecutive months at some time and has not represented any other country during the period of 36 months immediately preceding the event.
 - If a player is qualified under this sub section to represent more than one country and the National Association of one of those countries wishes to nominate him/her to represent it, that Association shall submit an application to the ITF, with a copy to any other National Association concerned. Such application must be received by the ITF at least six months prior to the event for which the player wishes to be nominated.
 - The ITF will give a ruling having taken into account all relevant matters.
- b) i) A player who has represented, or has been eligible to represent a country and such country is divided into two or more countries, shall immediately be eligible to represent any one of those countries.
 - ii) A player who has represented, or has been eligible to represent a country and such country is absorbed in whole or in part by another country, shall immediately be eligible to represent such other country.
- c) A player shall be deemed to have represented a country if he/she shall have been nominated, and shall have accepted, the nomination to play in the Olympic Games Tennis Event or in any International Team Competition recognized by the ITF and/or listed in Bye-Law 2.1 (a).

- d) A National Association may appeal to the Board of Directors to nominate a player who is not eligible under the above Rules and the Board of Directors may agree the application if the full circumstances warrant an exception being made. Such application must be received by the ITF at least six months prior to the event for which the player wishes to be nominated.
- e) The ITF has the right to ask a National Association to produce evidence to show how a player is qualified to represent that country.

Note: A player who represented a country under the Rules in force in 1994 or prior thereto, shall continue to be eligible to represent that country even if he/she is no longer qualified to do so under the amended terms of this Regulation.

ELIGIBILITY OF THE CAPTAIN

The Captain shall qualify as defined above.

GENDER VERIFICATION

In any competition, a player may be required upon request to submit to gender verification to determine sexual status.

In the event that the gender of a player is questioned, the medical delegate (or equivalent) of the ITF shall have the authority to take all appropriate measures for the determination of the gender of a competitor.

The results of any tests conducted will not be made public out of deference to the human rights of the individual concerned but will be reported to the Chairman of the ITF Sport Science and Medicine Commission who shall advise the Board of Directors of the gender of the player concerned.

Failure by a player to submit to testing upon the request of the ITF shall subject the player to immediate suspension from the competition until such time as the appropriate testing is carried out in accordance with these Regulations.

TRANSSEXUALS

Any individuals undergoing sex reassignment from male to female before puberty are regarded as girls and women (female), while those undergoing reassignment from female to male are regarded as boys and men (male).

Individuals undergoing sex reassignment from male to female after puberty (and the converse) are eligible for participation in female or male competitions, respectively, under the following conditions:

- a) Surgical anatomical changes have been completed, including external genitalia changes and gonadectomy.
- b) Legal recognition of their assigned sex has been conferred by the appropriate official authorities.
- c) Hormonal therapy appropriate for the assigned sex has been administered in a verifiable manner and for a sufficient length of time to minimise gender-related advantages in sport competitions.
- d) Eligibility should begin no sooner than two years after gonadectomy.

In all instances, a confidential case-by-case evaluation will occur.

APPENDIX B

TOURNAMENT GRADES AND RANKING POINTS

Tournaments shall be classified into grades, with ranking points as set out below.

Points Table

	World Championships	U	ional ionships		Grade	Events	
Grade	A1	B1	B2	1	2	3	4
Winner	250	180	80	150	100	60	40
Runner-up	180	120	50	100	75	45	30
Semi-finalist	120	80	30	80	50	30	20
Quarter-finalist	80	50	15	60	30	20	15
Losers in last 16	50	30	5	30	20	15	10
Losers in last 32	30	-	-	20			

APPENDIX C

MEDIA, COMMERCIAL AND DATA RIGHTS

<u>Details of the Media, Commercial and Data Rights will be confirmed shortly. Contact the ITF Beach Tennis department (Beach@itftennis.com) if you need more information.</u>

APPENDIX D

MEDICAL, EXTREME WEATHER CONDITIONS AND TOILET/CHANGE OF ATTIRE BREAKS

MEDICAL

a. Medical Condition

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer (also known as the Primary Health Care Provider) during the warm-up or the match.

Treatable Medical Conditions

- i. Acute medical condition: the sudden development of a medical illness or musculoskeletal injury during the warm-up or the match that requires immediate medical attention.
- ii Non-acute medical condition: a medical illness or musculoskeletal injury that develops or is aggravated during the warm-up or the match and requires medical attention at the changeover or set break.

Non-Treatable Medical Conditions

i. Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.

- ii. Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- iii. General player fatigue.
- iv. Any medical condition requiring injections, intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.

b. Medical Evaluation

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist/Athletic Trainer to evaluate her during the next change over or set break. Only in the case that a player develops an acute medical condition that necessitates an immediate stop in play may the player request through the Chair Umpire for the Physiotherapist/Athletic Trainer to evaluate her immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Physiotherapist/Athletic Trainer, such evaluation may be performed in conjunction with the Tournament Doctor, and may be performed off-court. *

If the Physiotherapist/Athletic Trainer determines that the player has a non-treatable medical condition, then the player will be advised that no medical treatment will be allowed.

c. Medical Time-Out

A Medical Time-Out is allowed by the ITF Supervisor/Referee or Chair Umpire when the Physiotherapist/Athletic Trainer has evaluated the player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Physiotherapist/Athletic Trainer determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Physiotherapist/Athletic Trainer is ready to start treatment. At the discretion of the Physiotherapist/Athletic Trainer, treatment during a Medical Time-Out may take place off-court, and may proceed in conjunction with the Tournament Doctor. *

The Medical Time-Out is limited to three (3) minutes of treatment. However, at professional events with prize money of \$25,000 or less, the ITF Supervisor/Referee may extend the time allowed for treatment if necessary.

A player is allowed one (1) Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

Muscle Cramping: A player may receive treatment for muscle cramping only during the time allotted for change of ends and/or set breaks. Players may not receive a Medical Time-Out for muscle cramping.

In cases where there is doubt about whether the player suffers from an acute medical condition, non-acute medical condition inclusive of muscle cramping, or non-treatable medical condition, the decision of the Physiotherapist/Athletic Trainer, in conjunction with the Tournament Doctor, if appropriate, is final. If the Physiotherapist/Athletic Trainer believes that the player has heat illness, and if muscle cramping is one of the manifestations of heat illness, then the muscle cramping may only be treated as part of the recommended treatment by the Physiotherapist/Athletic Trainer for the heat illness condition.

Note:

A player who has stopped play by claiming an acute medical condition, but is determined by the Physiotherapist/Athletic Trainer and/or Tournament Doctor to have muscle cramping, shall be ordered by the Chair Umpire to resume play immediately. If the player cannot continue playing due to severe muscle cramping, as determined by the Physiotherapist/Athletic Trainer and/or Tournament Doctor, he/she may forfeit the point(s)/game(s) needed to get to a change of end or set-break in order to receive immediate evaluation, and treatment if time allows. There may be a total of two (2) additional change of ends treatments for muscle cramping in a match, not necessarily consecutive.

If it is determined by the Chair Umpire or ITF Supervisor/Referee that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Supervisor or Chair Umpire for the special circumstance in which the Physiotherapist/Athletic Trainer determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist/Athletic Trainer will perform a medical evaluation for the two or more treatable medical conditions during a single evaluation, and may then determine that two consecutive Medical Time-Outs are required.

d. Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist/Athletic Trainer and/or Tournament Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

e. Penalty

After completion of a Medical Time-Out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this Medical Rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

f. Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist/Athletic Trainer must be called to the court by the Chair Umpire for evaluation and treatment. The Physiotherapist/Athletic Trainer, in conjunction with the

Tournament Doctor if appropriate, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.

If requested by the Physiotherapist/Athletic Trainer and/or Tournament Doctor, the ITF Supervisor/Referee or Chair Umpire may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

g. Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist/Athletic Trainer must determine if the player has a treatable medical condition, and if so, whether the medical condition is acute or non-acute.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

h. Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist/Athletic Trainer, the Chair Umpire shall immediately call for the Physiotherapist/Athletic Trainer and Tournament Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Tournament Doctor should inform the ITF Supervisor/Referee and recommend that the player is ruled unable to compete in the match to be played, or retired from the match in progress.

The ITF Supervisor/Referee shall use great discretion before taking this action and should base the decision on the best interests of professional tennis, as well as taking all medical advice and any other information into consideration.

The player may subsequently compete in another event at the same tournament if the Tournament Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same day or on a later day.

* It is recognized that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Tournament Doctor in all decisions regarding diagnosis and treatment.

EXTREME WEATHER CONDITIONS

Extreme weather conditions shall be defined at such time that heat, as measured by a Heat Stress Monitor, meets or exceeds a heat stress index of 30.1 degrees Celsius/86.2 degrees Fahrenheit. If a Heat Stress Monitor is not available, extreme weather conditions are then defined by the danger zone which is equal to or above the apparent

temperature of 93 degrees Fahrenheit, illustrated on the chart below. Heat stress is measured by Wet Bulb Global Temperature (WBGT) which is calculated as (0.7 Wet Bulb + 0.2 Global Temperature + 0.1 Dry Bulb = WBGT).

Apparent Temperature (what it is like) Air Temperature (°F) °C = 5/9 (°F - 32)

Fahrenheit /F	70	75	80	85	90	95	100	105	110	115	120
Humidity											
0%	64	69	73	78	83	87	91	95	99	103	107
10%	65	70	75	80	85	90	95	100	105	111	116
20%	66	72	77	82	87	93	99	105	112	120	130
30%	67	73	78	84	90	96	104	113	123	135	148
40%	68	74	79	86	93	101	110	123	137	151	
50%	69	75	81	88	96	107	120	133	150		
60%	70	76	82	90	100	114	132	149			
70%	70	77	85	93	106	124	144				
80%	71	78	86	97	113	136					
90%	71	79	88	102	122						
100%	72	80	91	108							

The Physiotherapist/Athletic Trainer and the ITF Supervisor have the authority to determine if the Extreme Weather Condition rule will go into effect during a Tournament. If it is so determined, a ten (10) minute break will be allowed between the second and third sets. There may also be a delay in the starting time of the matches scheduled for play that day. When possible, this decision to delay the start of matches due to Extreme Weather Conditions should be made prior to the scheduled start of play.

Measurement and Monitoring of Weather Conditions

The Physiotherapist/Athletic Trainer will monitor weather conditions by taking measurements a minimum of three (3) times and a maximum of five (5) times during the day. The readings will be determined prior to the start of play and will be posted in the ITF Supervisor's office.

The minimum of three readings will be taken:

- (1)½ hour before match play begins for the day;
- (2)middle of the scheduled day;
- (3)prior to beginning of the last match of the day or prior to the start of the first night session match.

Implementation of the Rule

In the event that during the day there is a change in weather conditions as determined by this periodic monitoring, the Extreme Weather Condition Rule can be put into effect at any time on all courts, excluding matches already in progress. If there is a sudden change in weather conditions and the Rule is lifted, those matches already in progress will continue under the Extreme Weather Condition Rule. In the case of rain or interruption to play, the ITF Supervisor and Physiotherapist/Athletic Trainer can reassess the Extreme Weather Condition Rule.

Conditions of the 10-Minute Break

If it is a mutual agreement between the players not to take a ten (10) minute break, then play will continue. However, if requested by one player, the official ten minute break will be taken.

During the ten (10) minute break, no coaching or treatment will be allowed. However, a player will be allowed to receive an adjustment of medical support, medical equipment and/or advice from the Physiotherapist/Athletic Trainer.

Following the ten (10) minute break, no re-warm-up will be allowed. This rule applies in addition to the two (2) bathroom and/or change of attire breaks allowed during the match.

Penalties

After completion of the Extreme Weather Conditions ten (10) minute break between the 2nd and 3rd sets, any delay in returning to the court shall subject a player to Time Violations.

TOILET/CHANGE OF ATTIRE BREAKS

A player is allowed to request permission to leave the court for a reasonable time for a toilet break / change of attire break. Change of attire breaks must be taken on a set break and toilet breaks should be taken on a set break.

Each team is entitled to a maximum of two (2) breaks. If partners leave the court together, it counts as one (1) of the team's authorised breaks. These breaks may be taken for toilet visits, change of attire, or both, but for no other reason whatsoever.

Any time a player leaves the court for a toilet or change of attire break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court. Any toilet break taken after a warm-up has started is considered one of the authorised breaks.

Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the player is not ready to play within the allowed time. The ITF Supervisor shall have the authority to deny a player permission to leave the court during a match for a toilet and/or change of attire break if it is interpreted by the ITF Supervisor as gamesmanship and/or flagrant abuse of the Rules.

A player should not take a toilet break / change of attire break and a medical time out consecutively unless approved by the ITF Supervisor.

A player may change his/her attire during a toilet break.

Any player abuse of this rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

APPENDIX E

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

a) Covered Persons shall be familiar with, <u>and must abide by</u>, 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 <u>and/or Credentialed Persons</u> 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 <u>and Credentialed Persons</u> 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 <u>or Credentialed Person</u> 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 <u>or Credentialed Person</u> 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, <u>counsel or procure</u> in any way <u>any person's</u> 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 Manger/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.
- 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 <u>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.</u>

ITF Beach Tennis Tour Rules and Regulations

APPENDIX F

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 Offence" refers to any offence described in Article 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 Offence.
- **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, including, without limitation, all tournaments 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 Article 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 Offence.
- **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. Offences

Commission of any offence set forth in Article 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 Offence for all purposes of this Program.

1. Corruption Offences.

- 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.
- 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 Offence; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offence.
- **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.
- 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 Offence, 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 Article 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 Offence, 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 Offence, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- **c.** For the avoidance of doubt, a failure of the Reporting Obligation by any Covered Person shall constitute a Corruption Offence for all purposes of the Program.

E. Additional Matters

1. Each Player shall be responsible for any Corruption Offence committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offence 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 Offence. 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 Offence.

- 2. For a Corruption Offence 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 Offence, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offence.
- 4. A valid defence may be made to a charge of a Corruption Offence if the person alleged to have committed the Corruption Offence (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 Offences have been committed, and (ii) fixing the sanctions for any Corruption Offence 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 Offence.
 - 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. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offence.
- If the TIU believes that a Covered Person may have committed a c. Corruption Offence, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offence, including, without limitation, (i) records relating to the alleged Corruption Offence (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 Offence. 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 Offence, 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 Offence.
- **d.** By participating in any Event, or accepting accreditation at any Event, a Covered Person contractually agrees to waive and forfeit any rights, defences, 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 Offence 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 Article 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 Article F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offence, with a copy to the AHO, setting out the following:
 - i. the Corruption Offence(s) alleged to have been committed, including the specific Article(s) of this Program alleged to have been infringed;
 - ii. the facts upon which such allegations are based;
 - the potential sanctions prescribed under this Program for such Corruption Offence(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 Offence 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 Offence(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 Offence 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.

- Offence(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 Offence(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 Offence(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 Offence(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;
 - 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 Offence. 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 Offence 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.

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 Offence has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offence 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 Offence 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 Offence 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 Offence has been committed. Where Article H of this Program specifies a range of possible sanctions for the Corruption Offence 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 Offences, 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 Article 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 Article 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 Offence has been committed, the TIB will publicly report the Decision.

H. Sanctions

- 1. The penalty for any Corruption Offence shall be determined by the AHO in accordance with the procedures set forth in Article 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 Offence, (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) 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 (ii) with respect to any violation of clauses (c)-(i) of Article 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 authorized 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 Offences that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
- 4. If any Covered Person commits a Corruption Offence under this program during a period of ineligibility, it shall be treated as a separate Corruption Offence under this Program.

I. Appeals

- 1. Any Decision (i) that a Corruption Offence has been committed, (ii) that no Corruption Offence has been committed, (iii) imposing sanctions for a Corruption Offence, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offence 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 installment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

K. General

- 1. No action may be commenced under this Program against any Covered Person for any Corruption Offence unless such action is commenced within either (i) eight years from the date that the Corruption Offence allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offence, 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 Offences occurring on or after the date that this Program becomes effective. Corruption Offences 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 Offence occurred.
- 7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

APPENDIX G

CONTACTS

INTERNATIONAL TENNIS FEDERATION

Bank Lane Roehampton London SW15 5XZ Telephone: (44) (0) 20 8878 6464 Fax: (44) (0) 20 8392 4749

Fax: (44) (0) 20 8392 4749 email: beach@itftennis.com

Website: http://www.itftennis.com/beachtennis

Kris Dent, Executive Director of Professional Tennis Jackie Nesbitt, Head of Professional Circuits Alistair Williams, Administrator, Beach Tennis Stuart Barraclough, Coordinator, Beach Tennis