

SPORTACCORD Code on the Prevention of the Manipulation of Competitions

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SPORTACCORD CODE ON THE PREVENTION OF THE MANIPULATION OF COMPETITIONS

INTRODUCTION

Preamble

- a. Acknowledging the danger to sports integrity from the manipulation of sports competitions, SPORTACCORD restate their commitment to safeguarding the integrity of sport, including the protection of clean Athletes and Competitions as stated in Olympic Agenda 2020 and Olympic Agenda 2020+5;
- b. Due to the complex nature of this threat, SPORTACCORD recognises that they cannot tackle this threat alone, and hence cooperation with public authorities, in particular law enforcement and sports betting entities, is crucial;
- c. SPORTACCORD declares their commitment to support the integrity of sport and fight against the manipulation of competitions by adhering to the standards set out in the Olympic Movement Code on the Prevention of the Manipulation of Competitions.

Application

The SPORTACCORD Code on the Prevention of the Manipulation of Competitions (hereinafter referred to as the “Code”) is adopted and implemented in accordance with SPORTACCORD's responsibilities to safeguarding the integrity of *SPORTACCORD Multi-Sport Games*.

The integrity of *SPORTACCORD Multi-Sport Games* depends on the outcome of sporting events and *Competitions* being based entirely on the competing merits of the *Participants* involved. Any form of corruption that might undermine public confidence in the integrity of a sporting contest is fundamentally contrary to the spirit of sport and must be eradicated at all costs.

SPORTACCORD has adopted this *Code* as a means of safeguarding the integrity of the *SPORTACCORD Multi-Sport Games* by (i) prohibiting any conduct that may impact improperly on the outcome of its *Events* and *Competitions* and (ii) establishing a mechanism of enforcement and sanction for those who, through their corrupt conduct, place the integrity of the *SPORTACCORD Multi-Sport Games* at risk.

SPORTACCORD is committed to taking all practical steps within its power to prevent corrupt practices undermining the integrity of *SPORTACCORD Multi-Sport Games*. This commitment shall include:

- (a) raising awareness of this *Code* at all levels, including using existing and/or suitably adapted educational programmes and tools to provide information and educational materials to the widest possible target audience;
- (b) establishing the best means of monitoring *SPORTACCORD Multi-Sport Games Betting* at competitions, including monitoring any irregular *Betting* patterns that may occur;
- (c) establishing the best means for the receipt of third-party information on a confidential basis, for example, by establishing an information ‘hot-line’. The *Participants* can report relevant matter to the IOC's Integrity and Compliance Hotline which is available at: www.olympic.org/integrityhotline;

- (d) establishing and, where appropriate, making use of effective channels for the exchange of intelligence and information related to the investigation and/or prosecution of violations under this *Code*;
- (e) co-operating with competent national and international authorities where information in its possession may also amount to or evidence infringements of other applicable laws or regulations; and
- (f) exchanging information with *Sport Organisations* partners of the Olympic Movement on acknowledged areas of best practice in relation to combatting corruption in sport.

Scope of the *SPORTACCORD Code on the Prevention of the Manipulation of Competition (the “Code”)*

The SPORTACCORD Executive Committee approved the *SPORTACCORD Code on the Prevention of the Manipulation of Competition* on 13th October 2023. The *Code* will come into force on 13th October 2023, it shall apply to SPORTACCORD and to the *Participants*, each of whom is deemed, as a condition of their accreditation and/or participation in the *SPORTACCORD Multi-Sport Games*, to have agreed to be bound by the *Code*, and to have submitted to the authority of SPORTACCORD to enforce the *Code* and to the jurisdiction of the hearing panels specified in this *Code* to hear and determine cases and appeals brought under this *Code*.

It shall be the personal responsibility of every *Participant* to make themselves aware of this *Code* including, without limitation, what conduct constitutes a violation of this *Code* and to comply with those requirements. *Participants* should also be aware that conduct prohibited under this *Code* may also constitute a criminal offence and/or a breach of other applicable laws and regulations. *Participants* must comply with all applicable laws and regulations at all times.

To be eligible for participation in the *SPORTACCORD Multi-Sport Games*, *Participants* must have signed, or acknowledged via the accreditation system for the *Event*, the Appendix 2 Consent Form, in the actual form approved by SPORTACCORD. All forms from *Minors* must be counter-signed by their legal guardians.

Implementation

Pursuant to Rule 1.4 of the Olympic Charter, all *Sports Organizations* bound by the Olympic Charter agree to respect the *Olympic Movement Code on the Prevention of the Manipulation of Competitions (OM Code PMC)*. SPORTACCORD is bound by the Olympic Charter and therefore agrees to respect the *OM Code PMC*. SPORTACCORD commits to the implementation of the present *Code* within its own jurisdiction. SPORTACCORD commits to carry out regular and continuous awareness-raising initiatives.

ARTICLE 1 INTEGRITY VIOLATIONS

The purpose of Article 1 is to specify the circumstances and conduct which constitute *Integrity Rule Violations* of this *Code*. Hearings in *Integrity Violations* cases will proceed based on the assertion that one or more of these specific Rules have been violated.

The following conduct as defined in this Article constitutes a violation of this *Code*:

1.1 Betting

Betting in relation to any event of a multisport *Competition* in which he/she is accredited to participate.

1.2 Manipulation of competitions

a. Intentional Arrangement

An intentional arrangement, act or omission aimed at an improper alteration of the result or the course of a competition in order to remove all or part of the unpredictable nature of the sports competition with a view to obtaining an undue *Benefit* for oneself and/or for others.

b. Corrupt Conduct

Providing, requesting, receiving, seeking, or accepting a *Benefit* related to the manipulation of a competition or any other form of corruption.

1.3 Inside information

1.3.1 Using Inside Information for the purposes of *Betting*, any form of manipulation of competitions or any other corrupt purposes whether by the *Participant* or via another person and/or entity.

1.3.2 Disclosing *Inside Information* to any person and/or entity, with or without *Benefit*, where the *Participant* knew or should have known that such disclosure might lead to the information being used for the purposes of *Betting*, any form of manipulation of competitions or any other corrupt purposes.

1.3.3 Giving and/or receiving a *Benefit* for the provision of Inside Information

regardless of whether any *Inside Information* is actually provided.

1.4 Failure to report

- 1.4.1** Failing to report to SPORTACCORD concerned or a relevant disclosure/reporting mechanism or authority, at the first available opportunity, full details of any approaches or invitations received by the *Participant* to engage in conduct or incidents that could amount to a violation of this *Code*.
- 1.4.2** Failing to report to SPORTACCORD concerned or a relevant disclosure/reporting mechanism or authority, at the first available opportunity, full details of any incident, fact or matter that comes to the attention of the *Participant* (or of which they ought to have been reasonably aware) including approaches or invitations that have been received by another *Participant* to engage in conduct that could amount to a violation of this *Code*. The *Participants* can report relevant matter to the IOC's Integrity and Compliance Hotline which is available at: www.olympic.org/integrityhotline.

1.5 Failure to cooperate

- 1.5.1** Failing to cooperate with any investigation carried out by SPORTACCORD in relation to a possible breach of this *Code*, including, without limitation, failing to provide accurately, completely and without undue delay any information and/or documentation and/or access or assistance requested by SPORTACCORD as part of such investigation.
- 1.5.2** Obstructing or delaying any investigation that may be carried out by SPORTACCORD in relation to a possible violation of this *Code*, including without limitation concealing, tampering with or destroying any documentation or other information that may be relevant to the investigation.

1.6 Determination of violation

- 1.6.1 For the determination of whether a violation has been committed, the following are not relevant:
- Whether or not the Participant is participating in the Competition concerned;
 - The outcome of the Competition on which the Bet was made or intended to be made;
 - Whether or not any Benefit or other consideration was actually given or received;
 - The nature or outcome of the Bet;
 - Whether or not the Participant's effort or performance in the Competition concerned were (or could be expected to be) affected by the acts or omission in question;
 - Whether or not the result of the Competition concerned was (or could be expected to be) affected by the acts or omission in question;
 - Whether or not the manipulation included a violation of a technical rule of SPORTACCORD;
 - Whether or not the competition was attended by the competent national or international representative of SPORTACCORD.

1.7 Aid, abetment or attempt

Any form of aid, abetment or attempt by a *Participant* that could culminate in a violation of this *Code* shall be treated as if a violation had been committed, whether or not such an act in fact resulted in a violation and/or whether that violation was committed deliberately or negligently.

ARTICLE 2 BURDEN AND STANDARD OF PROOF

2.1 SPORTACCORD shall have the burden of establishing that a violation has been committed. The standard of proof in all matters under this *Code* shall be the balance of probabilities, a standard that implies that on the preponderance of the evidence it is more likely than not that a breach of this *Code* has occurred.

Where the *Code* places the burden of proof upon the *Participants* alleged to have committed an *Integrity Violation* to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability.

2.2 Admissibility of Evidence

The *Disciplinary Body* shall review any evidence and facts submitted, including but not limited to, admissions, evidence of third parties, witness statements, betting monitoring reports, expert reports, documentary evidence and other analytical information.

ARTICLE 3 INVESTIGATIONS

3.1 The *Participant* who is alleged to have committed a violation of this *Code* must be informed of the alleged violations that have been committed, details of the alleged acts and/or omissions, and the range of possible sanctions.

The circumstances under which SPORTACCORD shall take responsibility for conducting investigation in respect of *Integrity Violations* involving *Athletes* and other *Persons* under its jurisdiction shall be determined by this *Code*.

3.2 Rights of the concerned person

In all procedures linked to violations of the present *Code*, the following rights must be respected:

3.2.1 The right to be informed of the charges; and

3.2.2 The right to a fair, timely and impartial hearing either by appearing personally in front of the *Disciplinary Body* of SPORTACCORD and/or submitting a defence in writing; and

3.2.3 The right to be accompanied and/or represented.

3.3 Investigations shall be undertaken to gather intelligence or evidence (including, in particular testimonies) in order to determine whether an *Integrity Violation* has occurred. SPORTACCORD may obtain, assess and process information to form the basis of an investigation into a possible *Integrity Violation*. SPORTACCORD shall conduct any follow-up investigation required. SPORTACCORD may require any *Participants* to provide information. In case the *Participants* do not cooperate with the investigation they may be liable for an *Integrity Rule Violation* under this *Code* (see article 1.5.1).

Upon request by SPORTACCORD, the concerned *Participant* must provide any information which SPORTACCORD considers may be relevant to investigate the alleged violation, including records relating to the alleged violation (such as betting account numbers and

information, itemised telephone bills, bank statements, internet service records, computers, hard drives and other electronic information storage devices), and/or a statement setting out the relevant facts and circumstances around the alleged violation.

3.4 Any allegation or suspicion of a violation of the *Code* may be investigated. SPORTACCORD may conduct an investigation into the activities of any *Participants* that it believes may have committed a violation of the *Code* and may appoint one or more persons for this purpose. Such investigation may be conducted in conjunction with relevant competent national or international authorities (including criminal, administrative, professional and/or judicial authorities) and all *Participant* must cooperate fully with such investigations. SPORTACCORD shall coordinate with the law enforcement authorities' investigations on the same facts. The SPORTACCORD shall have discretion, where it deems it appropriate, to conduct its own investigation pending the outcome of investigations conducted by other competent authorities.

As part of any such investigation, if SPORTACCORD reasonably suspects that a *Participant* has committed a Violation of the *Code*, it may make a written demand to any *Participants* for information that is related to the alleged *Integrity Rule Violation* and/or require the attendance of such any *Participants* for interview, or a combination of the two. Any interview shall be at a time and place to be determined by SPORTACCORD and the relevant *Participants* shall be given reasonable notice in writing of the requirement to attend. Interviews shall be recorded, and the *Participants* shall be entitled to have legal counsel and an interpreter present.

3.5 Confidentiality

The principle of confidentiality must be strictly respected by SPORTACCORD during all the procedure; information should only be exchanged with entities on a need-to-know basis. Confidentiality must also be strictly respected by any *Person* concerned by the procedure until there is public disclosure of the case.

3.6 Safe Reporting Mechanism

SPORTACCORD shall ensure that an appropriate and safe reporting mechanism is available and that this is duly made known to *Athletes, Athletes Support Personnel* and officials. SPORTACCORD shall ensure that the information received is promptly transmitted in a secure and confidential manner to the organisations having competence/jurisdiction to handle the case. The IOC's Integrity and Compliance Hotline is available at: www.olympic.org/integrityhotline.

ARTICLE 4 MANAGEMENT OF POTENTIAL *INTEGRITY VIOLATION***4.1 Notification of potential *Integrity Rule Violations***

After having conducted the investigation described in art 3, at such time as SPORTACCORD Integrity Officer or its delegate is satisfied that an *Integrity Rule Violation* has occurred, it shall promptly give the *Participants* notice of the *Integrity Violation* asserted and the basis of that assertion.

Before giving a *Participants* notice of an asserted *Integrity Rule Violation* as provided below, SPORTACCORD should determine whether any prior *Integrity Violation* exists.

SPORTACCORD Integrity Officer or its delegate shall promptly notify the *Athlete*, or other *Person* of:

- (a) the asserted integrity rule violated;
- (b) the *Athlete's* or other *Person* right to request a hearing or, failing such request within the deadline specified in the notification, that the hearing may be deemed waived;
- (c) the opportunity for the *Participants* to provide written explanation about the overall circumstances of the case or to dispute (within a specific deadline indicated in the notification) the SPORTACCORD assertion that an *Integrity Rule Violation* has occurred
- (d) the imposition of the optional provisional suspension in cases where SPORTACCORD decides to impose it in accordance with art. 4.2;
- (e) the opportunity for the *Participants* to accept voluntarily a *Provisional Suspension* pending the resolution of the matter, in all cases where a *Provisional Suspension* has not been imposed;
- (f) the *Athlete's* or other *Person* opportunity to promptly admit the *Integrity Rule Violation* and consequently request the application of the minimum sanction;
- (g) the *Athlete's* or other *Person's* opportunity to cooperate and provide *Substantial Assistance* in discovering or establishing other *Integrity Rule Violations*.

Notice to a *Participant* may be accomplished by delivery of the notice to the International Federation concerned. If the *Participant* concerned by a breach of this *Code* is an *Athlete* or member of an International Federation delegation, the Technical Delegate must be notified. The International Federation shall be responsible for immediately communicating the notice to the *Participant*.

The timing of the notice is at the prerogative of SPORTACCORD.

4.2 Provisional Measures

SPORTACCORD may impose provisional measures, including a *Provisional Suspension*, on the *Participant* where there is a particular risk to the reputation of the sport, while ensuring respect for Articles 3 of this Code.

Where a provisional measure is imposed, this shall be taken into consideration in the determination of any sanction which may ultimately be imposed.

Examples of other provisional measures may include the decision to video record a *Competition*, the decision to change the referee or judges just prior to the commencement of a *Competition* etc.

SPORTACCORD may impose a *Provisional Suspension* on the *Participants* against whom the *Integrity Rule Violation* is asserted at any time after the review and notification described in Articles 4.1 and prior to the final hearing for the matter. Where a *Provisional Suspension* is imposed the *Participants* shall be given an opportunity for a hearing on a timely basis after imposition of the *Provisional Suspension*. Furthermore, the *Participants* has a right to appeal against the imposition of the *Provisional Suspension* in accordance with this *Code*.

In all cases where a *Participants* has been notified of an *Integrity Rule Violation*, but a *Provisional Suspension* has not been imposed on him or her, the *Participants* shall be offered the opportunity to accept a *Provisional Suspension* voluntarily pending the resolution of the matter. *Athletes* and other *Persons* shall receive credit for a *Provisional Suspension* against any period of *Ineligibility* which is ultimately imposed.

4.4 Resolution Without a Hearing

4.4.1 Agreement between parties

At any time during the results management process the *Participants* may agree with SPORTACCORD on the *Consequences* of the violation. The agreement shall state the full reasons for any period of *Ineligibility* agreed upon, including (if applicable) a justification for why a particular *Consequence* was applied.

Such agreement shall be deemed to be a decision made under this *Code*.

4.4.2 Waiver of hearing

A *Participant* against whom an *Integrity Rule Violation* is asserted may waive a hearing expressly.

Alternatively, if the *Participants* against whom an *Integrity Rule Violation* is asserted fails to request the hearing and/or to dispute that assertion within the deadline specified in the notice sent by the SPORTACCORD asserting the violation, then the *Participant* shall be deemed to have waived a hearing.

4.4.3 Process in case of *Participants* waiving of hearing

In cases where Article 4.4.2 applies, a hearing before a hearing panel shall not be required. Instead SPORTACCORD will refer the case to the SPORTACCORD *Disciplinary Body (Integrity Hearing Panel)* for adjudication, transmitting all the available documents of the case.

The SPORTACCORD's Integrity Hearing Panel is composed by at least three members (one Chair and two members) nominated by SPORTACCORD on a case-by-case basis.

In these circumstances the SPORTACCORD's Integrity Hearing Panel shall promptly issue a written decision about the commission of the *Integrity Rule Violation* and the *Consequences* imposed as a result and setting out the full reasons for any period of *Ineligibility* imposed, including (if applicable) a justification for why the period of *Ineligibility* was not imposed.

ARTICLE 5 HEARING PROCESS

5.1.1 When SPORTACCORD sends a notice to a *Participants* asserting an *Integrity Rule Violation*, and there is no agreement in accordance with Article 4.4.1 or the *Participants* does not waive a hearing in accordance with Article 4.4.2, then the case shall be referred to the SPORTACCORD Integrity Hearing Panel for hearing and adjudication.

5.1.2 Hearings shall be scheduled and completed within a reasonable time. Where a provisional suspension has been imposed or otherwise accepted by the *Participants* the hearings should be expedited, in all cases the hearing should be held within 6 months from the notification of the *Participants* that an *Integrity Rule Violation* is being asserted. Hearings held in connection with *Events* that are subject to this *Code* may be conducted by an expedited process where permitted by the hearing panel.

5.1.3 The SPORTACCORD Integrity Hearing Panel shall determine the procedure to be followed at the hearing. The SPORTACCORD Integrity Hearing Panel shall act in a fair and impartial manner towards all parties at all times.

The hearing process shall respect the following principles:

- a) the right of each party to be represented by counsel (at the party's own expenses) or to be accompanied by a person chosen by each party;
- b) the right to respond to the asserted *Integrity Rule Violation* and make submissions with respect to the resulting *Consequences*;
- c) the right of each party to present evidence, including the right to call and question witnesses; and,
- d) the *Athlete's* or other *Person's* right to an interpreter at the hearing.

The SPORTACCORD's Integrity Hearing Panel shall have jurisdiction to determine which party shall bear the responsibility for the cost of the interpreter.

5.2 Decisions

5.2.1 The SPORTACCORD Integrity Hearing Panel should issue a written decision within 30 days from the date of the end of the hearing or from the date the case has been referred to the panel when the hearing has been waived in accordance with art 4.4.3. The decision shall include the full reasons for the decision and for any period of *Ineligibility* imposed, including (if applicable) a justification for why *Consequences* were not imposed.

The decision should be written in English.

5.2.2 The decision may be appealed to the CAS as provided in Article 13. Copies of the decision shall be provided to the *Participants* and to the International Federations of the relevant sports in which the *Participants* are involved.

5.2.3 If no appeal is brought against the decision, then (a) if the decision is that an *Integrity Rule Violation* was committed, the decision shall be *Publicly Disclosed*; but (b) if the decision is that no *Integrity Rule Violation* was committed, then the decision shall only be *Publicly Disclosed* with the consent of the *Participants* who is the subject of the decision. SPORTACCORD shall use reasonable efforts to obtain such consent, and if consent is obtained, shall *Publicly Disclose* the decision in its entirety or in such redacted form as the *Participants* may approve.

ARTICLE 6 SANCTIONS

6.1 Where it is determined that a *Violation* has been committed, SPORTACCORD Integrity Hearing Panel shall impose an appropriate sanction upon the *Participant* from the range of permissible sanctions, which may range from a minimum of a warning to a maximum of life ban.

An *Integrity Rule Violation* in connection with a *Competition* may, upon the decision of the Integrity Hearing Panel, lead to *Disqualification* of the result obtained in that *Competition* with all resulting *Consequences*, including forfeiture of any medals, points and prizes.

An *Integrity Rule Violation* occurring during or in connection with an *Event* may, upon the decision of the Hearing Panel, lead to *Disqualification* of all of the *Athlete's* individual results obtained in that *Event* with all *Consequences*, including forfeiture of all medals, points and prizes.

For team sports, *Disqualification* of the team will be decided by the Integrity Hearing Panel as well as in Sports which are not team sports but where awards are given to teams.

Factors to be included in considering whether to disqualify results in an *Event* might include, for example, the seriousness of the *Athlete's Integrity Rule Violation*.

6.2 When determining the appropriate sanctions applicable, SPORTACCORD Integrity Hearing Panel shall take into consideration all aggravating and mitigating circumstances and shall detail the effect of such circumstances on the final sanction in the written decision.

Aggravating factors which may be considered by the Hearing Panel should include (without limitation and where applicable):

- a failure to co-operate by the *Participants* with any investigation or requests for information;
- any previous *Integrity Violations* by the *Participants*;
- the *Participants* receiving or being due to receive a significant *Benefit* in connection with the *Violation*;
- the *Violation* having or having the potential to affect the course or result of an *Event* or *Competition*;
- the *Participants* displaying a lack of remorse (including, for example, refusing to take part in anti-corruption educational programs organised by the SPORTACCORD); and
- any other aggravating factor the Integrity Hearing Panel deems relevant.

Mitigating factors which may be considered by the Hearing Panel should include (without limitation and where applicable):

- co-operation by the *Participants* with any investigation or requests for information.
- a timely admission of guilt by the *Participants*;
- the *Participants's* clean disciplinary record;
- the youth or inexperience of the *Participants*;
- the *Violation* not having affected or not having the potential to affect the course or result of an *Event* or *Competition*;
- the *Participants* displaying remorse (including, for example, agreeing to take part in anti-corruption educational programs organised by SPORTACCORD); and
- any other mitigating factor the Hearing Panel deems relevant.

Where a *Participants* commits an *Integrity Rule Violation*, SPORTACCORD may, in its discretion and subject to the principle of proportionality, elect to recover from the *Participants* costs associated with the *Integrity Rule Violation*, regardless of the sanction imposed.

6.3 Substantial assistance provided by a Participant that results in the discovery or establishment of an offence by another *Participant* or *Participants* may reduce any sanction applied under this *Code*.

6.4 Commencement of Ineligibility Period

Except as provided below, the period of *Ineligibility* shall start on the date of the final hearing decision providing for *Ineligibility* or, if the hearing is waived or there is no hearing, on the date *Ineligibility* is accepted or otherwise imposed.

Where there have been substantial delays in the hearing process or other aspects of the investigation or hearing process not attributable to the *Participants*, SPORTACCORD Integrity Hearing Panel may start the period of *Ineligibility* at an earlier date commencing as early as the date of discovery of the *Integrity Rule Violation*.

6.5 Prohibition Against Participation During *Ineligibility*

If a *Participant* violates any prohibition on participation in a Competition imposed in accordance with this *Code*, such *Participant* shall be disqualified immediately from the relevant Competition and the period of ineligibility originally imposed in accordance with this *Code* shall recommence from the date of such violation.

This *Code* shall continue to apply to any ineligible *Participant* and any violation committed during a period of ineligibility shall be treated as a distinct violation and separate proceedings may be brought against the *Participant* in accordance with this *Code*.

6.6 Mutual recognition

Subject to the right of appeal, any decision in compliance with this *Code* by any other Sporting Organization will be recognized and respected by SPORTACCORD.

SPORTACCORD will recognize and respect the decision(s) made by any other sporting body or court of competent jurisdiction which is not a Sporting Organization as defined under this *Code*.

A multisport events organizer's *Disciplinary Body's* decision does not prevent other relevant Sports Organizations from imposing its own sanction.

ARTICLE 7 APPEALS

7.1 SPORTACCORD has an appropriate dispute resolution mechanism in place. The general procedure of the appeal framework shall include provisions such as, but not limited to, the time limit for filing an appeal and the notification procedure for the appeal. Decisions made under this *Code* may be appealed as set forth below in Article 7.2 or as otherwise provided in this *Code*. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise. Before an appeal is commenced, any post-decision review provided in the SPORTACCORD's rules must be exhausted, provided that such review respects the principles set forth below.

7.2 A decision that an *Integrity Rule Violation* was committed, a decision imposing *Consequences* or not imposing *Consequences* for an *Integrity Rule Violation*, or a decision that no *Integrity Rule Violation* was committed; a decision that an *Integrity Rule Violation* proceeding cannot go forward for procedural reasons (including, for example, prescription); a decision by SPORTACCORD not to bring forward an *Integrity Rule Violation*, or a decision not to go forward with an *Integrity Rule Violation* after an investigation; a decision to impose a *Provisional Suspension* as a result of a Provisional Hearing, a decision that SPORTACCORD lacks jurisdiction to rule on an alleged *Integrity Rule Violation* or its *Consequences*; a decision to suspend, or not suspend, a period of Ineligibility or to reinstate, or not reinstate, a suspended period of *Ineligibility*; and a decision by SPORTACCORD not to recognize another *Sport Organization's* decision, may be appealed to the Court of Arbitration for Sport (CAS).

7.3 Time for Filing Appeals

The time to file an appeal to CAS shall be twenty-one days from the date of receipt of the decision by the appealing party. The above notwithstanding, the following shall apply in connection with appeals filed by a party entitled to appeal, but which was not a party to the proceedings that led to the decision being appealed.

ARTICLE 8 EDUCATION

SPORTACCORD will plan, implement, evaluate and monitor information, education and prevention programs for manipulation of competition at the occasion of its *SPORTACCORD Multi-Sport Games* and shall support active participation by *Athletes* and *Athlete Support Personnel* in such programs.

APPENDIX 1 DEFINITIONS

Athletes: Any Person or group of persons, competing or accredited to compete in a *Competition*.

Athlete Support Personnel: means any coach, trainer, manager, agent, team staff, team official, medical or paramedical personnel working with or treating *Athletes* participating in or preparing for *Competitions*, and all other persons working with the *Athletes*.

Attempt: Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an *Integrity Rule Violation*. Provided, however, there shall be no *Integrity Rule Violation* based solely on an *Attempt* to commit a violation if the *Person* renounces the *Attempt* prior to it being discovered by a third party not involved in the *Attempt*.

Benefit: means the direct or indirect receipt or provision of money or the equivalent such as, but not limited to, bribes, gains, gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing shall not include official prize money, appearance fees or payments to be made under sponsorship or other contracts; Sporting advantage is also a *Benefit*.

Bet: means any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a *Competition*.

Betting: means any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a *Competition*.

CAS: The Court of Arbitration for Sport.

Code: The SPORTACCORD *Code on the Prevention of the Manipulation of Competitions*.

Competition: means any sports competition, tournament, match or event, organised in accordance with the rules of SPORTACCORD or its affiliated organisations (including national sports federations of National Olympic Committee), or, where appropriate, in accordance with the rules of any other competent *Sports Organisation*;

Consequences of Integrity Rule Violations ("Consequences"): An *Athlete's* or other *Person's* violation of an integrity rule may result in one or more of the following:

- (a) Disqualification means the *Athlete's* results in a particular *Competition* or *Event* are invalidated, with all resulting *Consequences* including forfeiture of any medals, points and prizes;
- (b) Ineligibility means the *Participants* is barred on account of an *Integrity Rule Violation* for a specified period of time from participating in any *Competition* or other activity or funding;
- (c) Provisional Suspension means the *Participants* is barred temporarily from participating in any *Competition* or activity prior to the final decision at a hearing;
- (d) Financial Consequences means a financial sanction imposed for an *Integrity Rule Violation* or to recover costs associated with an Integrity rule violation; and
- (e) Public Disclosure or Public Reporting means the dissemination or distribution of information to the general public.

Disciplinary Body: is the *Integrity Hearing Panel* of SPORTACCORD in charge of the admissibility of evidence and for the adjudication of disciplinary cases.

Disqualification: See *Consequences of Integrity Rule Violations* above.

Event: A series of individual *Competitions* conducted together under one ruling body (e.g., the SPORTACCORD World Combat Games, SPORTACCORD World Urban Games, SPORTACCORD World Mind Games).

Event Venues: Those venues so designated by the ruling body for the *Event*.

Event Period: The time between the beginning and end of an *Event*, as established by the ruling body of the *Event*.

Fault: *Fault* is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an *Participants's* degree of *Fault* include, for example, the *Athlete's* or other *Person's* experience, whether the *Participants* is a *Minor*, special considerations such as impairment, the degree of risk that should have been perceived by the *Athlete* and the level of care and investigation exercised by the *Athlete* in relation to what should have been the perceived level of risk. In assessing the *Athlete's* or other *Person's* degree of *Fault*, the circumstances considered must be specific and relevant to explain the *Athlete's* or other *Person's* departure from the expected standard of behavior. Thus, for example, the fact that an *Athlete* would lose the opportunity to earn large sums of money during a period of *Ineligibility*, or the fact that the *Athlete* only has a short time left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of *Ineligibility*.

Financial Consequences: see *Consequences of Integrity Rule Violations*, above.

Ineligibility: See *Consequences of Integrity Rule Violations* above.

Inside Information: means information relating to any competition that a *Person* possesses by virtue of his or her position in relation to a sport or competition, excluding any information already published or common knowledge, easily accessible to interested members of the public or disclosed in accordance with the rules and regulations governing the relevant Competition.

Integrity Rule Violation (IRV): conduct as defined in Article 1 of this *Code* which constitutes a violation of this *Code*.

Integrity Hearing Panel: is the Disciplinary Body of SPORTACCORD.

Major Event Organizations: The continental associations of *National Olympic Committees* and other international multi-sport Games organizations (such as SPORTACCORD) that function as the ruling body for any continental, regional or other International Event.

Minor: A natural *Person* who has not reached the age of eighteen years.

Official: means any person who is the owner of, a shareholder in, an executive or a staff member of the entities which organise and/or promote competitions, as well as referees, jury members and any other

accredited or engaged persons. The term also covers the executives and staff of SPORTACCORD, or where appropriate, other competent *Sports Organisation* or club that recognises the competition.

Olympic Movement Code on the Prevention of Manipulation of Competition (OM Code PMC): means the Code on the Prevention of the Manipulation of Competition adopted by the International Olympic Committee.

Participant: means any natural or legal person belonging to one of the following categories:

- a. "*Athlete*" means any person or group of persons, competing or accredited to compete in a *Competition*;
- b. "*Athlete Support Personnel*" means any coach, trainer, manager, agent, team staff, team official, medical or paramedical personnel working with or treating *Athletes* participating in or preparing for *Competitions*, and all other persons working with the *Athletes*.
- c. "*Official*" means any person who is the owner of a shareholder in, an executive or a staff member of the entities which organize and/or promote competitions, as well as referees, jury members and any other accredited or engaged persons. The term also covers the executives and staff of SPORTACCORD, or where appropriate, other competent *Sports Organization* or club that recognizes the *Competition*.

Person: A natural *Person* or an organization or other entity.

Provisional Suspension: See *Consequences of Integrity Rule Violations* above.

Publicly Disclose or Publicly Report: See *Consequences of Integrity Rule Violations* above.

SportAccord Multi-Sport Games: the SPORTACCORD World Combat Games, SPORTACCORD World Urban Games, SPORTACCORD World Mind Games.

Sport Organization: A Sport Organization that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Olympic Movement Code on the Prevention of Manipulation of Competition*. Those entities must adhere and comply with the *Olympic Movement Code on the Prevention of Manipulation of Competition*.

Substantial Assistance: a *Participants* providing *Substantial Assistance* should: (1) fully disclose in a signed written statement all information he or she possesses in relation to *Integrity Rule Violations*, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by SPORTACCORD or hearing panel. Further, the information provided must be credible and must comprise an important part of any case which is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

APPENDIX 2 Consent Form

As a member of SPORTACCORD and/or a *Participant* in an *Event* authorized or recognized by SPORTACCORD, I hereby declare as follows:

I acknowledge that I am bound by, and confirm that I shall comply with, all of the provisions of SPORTACCORD *Code* (as amended from time to time).

I acknowledge the authority of SPORTACCORD and the relevant International Federations under the SPORTACCORD *Code* to enforce, to manage results under, and to impose sanctions in accordance with, the SPORTACCORD *Code*.

I also acknowledge and agree that any dispute arising out of a decision made pursuant to the SPORTACCORD *Code*, after exhaustion of the process expressly provided for in the SPORTACCORD *Code*, may be appealed exclusively as provided in the SPORTACCORD *Code* to the Court of Arbitration for Sport (CAS).

I acknowledge and agree that the decisions of the arbitral appellate body referenced above shall be final and enforceable, and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal.

I have read and understand the present declaration.

Date

Print Name (Last Name, First Name)

Date of Birth
(Day/Month/Year)

Signature (or, if a minor, signature of
legal guardian)