

IGF BETTING AND ANTI-CORRUPTION POLICY

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International Golf Federation / Executive Director's Office

POLICY DESCRIPTION

1. INTRODUCTION

1.1 The integrity of sport 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.

1.2 The IGF has adopted this Policy ("Policy") as a means of safeguarding the integrity of the sport of golf 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 sport at risk.

1.3 The IGF is committed to taking all practical steps within its power to prevent corrupt practices undermining the integrity of the sport of golf. This commitment shall include:

- (a) raising awareness of this Policy 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 sports betting at the event or competition under the jurisdiction of the IGF, 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';
- (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 Policy;
- (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 partners in the Olympic Movement (through the IOC Integrity Betting Intelligence System or otherwise) on acknowledged areas of best practice in relation to combatting corruption in sport.

2. APPLICATION AND SCOPE

2.1 This Policy shall apply to all Participants who participate or assist in an event or competition under the jurisdiction of the IGF and each Participant shall be automatically bound by, and be required to comply with, this Policy by virtue of such participation or assistance.

2.2 It shall be the personal responsibility of every Participant to make himself aware of this Policy including, without limitation, what conduct constitutes a Violation of the Policy and to comply with those requirements. Participants also be aware that conduct prohibited under this Policy 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. Further, each Athlete shall have a duty to inform Athletes Support Personnel with whom they are connected of all the provisions of this Policy and shall instruct them to comply with the Policy.

2.3 Each Participant submits to the exclusive jurisdiction of the IGF Tribunal convened under this Policy to hear and determine charges brought by the IGF.

3. RULE VIOLATIONS

The following conduct shall constitute a Violation of this Policy (in each case whether effected directly or indirectly):

3.1 Betting

- (a) Participation in, support for, or promotion of, any form of Betting related to an event or competition under the jurisdiction of the IGF (whether the Participant is directly participating or is otherwise taking

place in Organisation in which the Participant is participating), including Betting with another Person on the result, progress, outcome, conduct or any other aspect of an event or competition under the jurisdiction of the IGF.

(b) Inducing, instructing, facilitating or encouraging a Participant to commit a Violation set out in this Rule 3.1.

3.2 Manipulation of results

(a) Fixing or contriving in any way or otherwise improperly influencing, or being a party to fix or contrive in any way or otherwise improperly influence, the result, progress, outcome, conduct or any other aspect of an event or competition under the jurisdiction of the IGF.

(b) Ensuring or seeking to ensure the occurrence of a particular incident in an event or competition under the jurisdiction of the IGF which occurrence is to the Participant's knowledge the subject of a Bet and for which he/she or another Person expects to receive or has received a Benefit.

(c) Failing in return for a Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received) to perform to the best of one's abilities in an event or competition under the jurisdiction of the IGF.

(d) Inducing, instructing, facilitating or encouraging a Participant to commit a Violation set out in this Rule 3.2.

3.3 Corrupt Conduct

(a) Accepting, offering, agreeing to accept or offer, a bribe or other Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received) to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of an event or competition under the jurisdiction of the IGF.

(b) Providing, offering, giving, requesting or receiving any gift or Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received) in circumstances that the Participant might reasonably have expected could bring him/her or the sport into disrepute.

(c) Inducing, instructing, facilitating or encouraging a Participant to commit a Violation as set out in this Rule 3.3.

3.4 Inside Information

(a) Using Inside Information for Betting purposes or otherwise in relation to Betting.

(b) Disclosing Inside Information to any Person with or without Benefit where the Participant might reasonably be expected to know that its disclosure in such circumstances could be used in relation to Betting.

(c) Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.

(d) Inducing, instructing, facilitating or encouraging a Participant to commit a Violation set out in this Rule 3.4.

3.5 Other Violations

(a) Any attempt by a Participant, or any agreement by a Participant with any other person, to engage in conduct that would culminate in the commission of any Violation of this Rule 3 shall be treated as if a Violation had been committed, whether or not such attempt or agreement in fact resulted in such Violation. However, there shall be no Violation under this Rule 3 where the Participant renounces his /her attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.

(b) Knowingly assisting, covering up or otherwise being complicit in any acts or omissions of the type described in Rule 3 committed by a Participant.

(c) Failing to disclose to the IGF or other competent authority (without undue delay) full details of any approaches or invitations received by the Participant to engage in conduct or incidents that would amount to a Violation as set out in this Rule 3.

(d) Failing to disclose to the IGF. or other competent authority (without undue delay) full details of any incident, fact or matter that comes to the attention of the Participant that may evidence a Violation under this Rule by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a Violation of this Rule;

(e) Failing to cooperate with any reasonable investigation carried out by the IGF or other competent authority in relation to a possible breach of this Policy, including failing to provide any information and/or documentation requested by the IGF or competent competition authority that may be relevant to the investigation.

- 3.6 The following are not relevant to the determination of a Violation of this Policy:
- (a) Whether or not the Participant was participating, or a Participant assisted by another Participant was participating, in the specific event or competition under the jurisdiction of the IGF;
 - (b) The nature or outcome of any Bet in issue;
 - (c) The outcome of the event or Competition on which the Bet was made;
 - (d) Whether or not the Participant's efforts or performance (if any) in any event or competition under the jurisdiction of the IGF in issue were (or could be expected to be) affected by the acts or omissions in question;
 - (e) Whether or not the results in the event or competition in issue were (or could be expected to be) affected by the acts or omissions in question.
 - (f) 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.

4. BURDEN AND STANDARD OF PROOF

4.1 The IGF or other prosecuting authority shall have the burden of proving that a Violation has occurred under this Policy. The standard of proof shall be whether the IGF or other prosecuting authority has proved a Violation to the comfortable satisfaction of the IGF Tribunal, a standard which is greater than the mere balance of probability but less than proof beyond a reasonable doubt.

4.2 Where this Policy place the burden of proof on the Participant alleged to have committed a Violation to prove facts or circumstances, the standard of proof shall be by a preponderance of the evidence.

4.3 The IGF Tribunal shall not be bound by judicial Policy governing the admissibility of evidence and facts may be established by any reliable means, including but not limited to, admissions, evidence of third parties, witness statements, expert reports, documentary evidence and other analytical information.

4.4 The IGF Tribunal shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of any competent jurisdiction which is not subject to a pending appeal as irrefutable evidence against the Participant to whom the decision relates unless the Participant establishes that the decision violated the principles of natural justice.

4.5 The IGF Tribunal shall be entitled to draw an inference adverse against any Participant who is accused of committing a Violation if that Participant fails to appear in front of the IGF Tribunal if requested to do so a reasonable time in advance of the hearing, or fails to comply with any information request that has been submitted in accordance with this Policy.

5. INVESTIGATING A BREACH

5.1 Any allegation or suspicion of a Violation of this Policy shall be reported to the IGF Integrity Committee Chairperson.

5.2 The IGF Integrity Committee Chairperson will examine possible breaches of this Policy, report on its inquiries and deliberations and refer the case to the IGF Integrity Unit to conduct an investigation into the activities of any Participant. Such investigation may be conducted in conjunction with relevant competent national or international authorities (including criminal, administrative, professional and/or judicial authorities) and all Participants must co-operate fully with such investigations. The IGF Integrity Unit shall have discretion, where it deems it appropriate, to stay its own investigation pending the outcome of investigations conducted by other competent authorities.

5.3 As part of any such investigation, if the IGF Integrity Unit reasonably suspects that a Participant has committed a Violation of this Policy, it may make a written demand to such Participant for information that is related to the alleged Violation and/or require the attendance of such Participant for interview, or a combination of the two. Any interview shall be at a time and place to be determined by the IGF Integrity Unit and the relevant Participant shall be given reasonable notice in writing of the requirement to attend.

Interviews shall be recorded and the Participant shall be entitled to have legal counsel and an interpreter present.

5.4 By participation in an event or competition under the jurisdiction of the IGF, each Participant shall be deemed to have agreed for the purposes of applicable data protection laws and other laws, and for all other purposes, to have consented to the collection, processing, disclosure or any other use of information relating to his activities, including without limitation, (i) records relating to the alleged corruption offense (including without limitation, betting account numbers and information, itemized telephone billing statements, text of SMS messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices) and (ii) a written statement setting forth the facts and circumstances with respect to the alleged corruption offense.

5.5 Following an investigation, the IGF Integrity Unit shall provide the IGF Integrity Committee Chairperson with a report including the findings and facts, the conclusion and recommendation(s) of its investigation.

6. ISSUING A NOTICE OF CHARGE

6.1 Where, following the investigation's report from the IGF Integrity Unit, the IGF Integrity Committee Chairperson determines that there is a case for the Participant to answer under Rule 3, the IGF Integrity Committee Chairperson shall issue the Participant with a written Notice of Charge setting out the following:

- (a) The specific Violation(s) that the Participant is alleged to have committed;
 - (b) The facts upon which such allegation(s) are based;
 - (c) The range of sanctions applicable under the Policy for such Violations;
 - (d) Details relating to the Participant's response to the Notice of Charge within a specified deadline;
- and
- (e) The Participant's right to have the matter determined by a hearing.

6.2 The Notice of Charge shall also specify that, if the Participant wishes to exercise his right to a hearing, he must submit a written request for a hearing so that it is received by the IGF as soon as possible but in any event within 14 days of receipt of the Notice of Charge. The request must state how the Participant responds to the charge and must explain (in summary form) the basis for such response.

6.3 If the Participant fails to file a written request for a hearing by the specified deadline, he shall be deemed to have:

- (a) waived his right to a hearing;
- (b) admitted that he has committed the Violation(s) specified in the Notice of Charge; and
- (c) acceded to the range of applicable sanctions specified in the Notice of Charge.

6.4 Where the Participant requests a hearing in accordance with Rule 6.2 the matter shall proceed to a hearing in accordance with Rule 7. Where the Participant is deemed to have waived his right to a hearing and to have admitted the Violation(s) in accordance with Rule 6.3, any hearing held at the IGF's discretion shall be limited to determining the applicable sanctions only.

6.5 In any case where the IGF decides to charge a Participant with a violation under this Policy, he/she shall have discretion, in circumstances where he/she considers that the integrity of the sport could otherwise be seriously undermined, to provisionally suspend the Participant pending the relevant tribunal's determination of whether he/she has committed a Violation. A provisional suspension shall be effective from the date of notification to the Participant in accordance with this Policy. Alternatively, the Participant may accept a voluntary suspension from competition provided that it is confirmed in writing to the IGF. A voluntary suspension shall be effective only from the date of receipt of the Participant's written confirmation of such to the IGF.

6.6 A decision to impose a provisional suspension on a Participant shall not be subject to appeal.

6.7 If a Participant retires whilst a disciplinary procedure under this Policy is underway, the IGF shall retain jurisdiction to complete the relevant procedure. If the Participant retires before any disciplinary procedure has begun, the IGF shall nevertheless have jurisdiction to conduct the relevant procedure.

7. RIGHT TO A FAIR HEARING

7.1 Where the IGF Integrity Committee Chairperson alleges that a Participant has committed a Violation of this Policy and the Participant denies the allegation and/or disputes the sanctions to be imposed for such Violation, then the matter shall be referred to a hearing before the IGF Tribunal.

7.2 The IGF Tribunal shall be appointed by the IGF in accordance with the principles set out in Rule 7.3 below, the members of the IGF Tribunal shall have had no prior involvement with the case and shall not, unless otherwise agreed between the parties.

7.3 The hearing process shall respect the following principles: a timely hearing, a fair and impartial IGF Tribunal, the right to be represented by counsel (at the Participant's expense), the right to respond to the asserted anti-corruption rule violation and range of resulting sanction; the right of each party to present evidence, including the right to call and question witnesses (subject to the IGF Tribunal's discretion to accept evidence by telephone or written submission), the Participant's right to an interpreter at the hearing (with the IGF Tribunal to determine the identity and responsibility for the cost of the interpreter) and a timely, written reasoned decision specifically including an explanation of the reason(s) for the sanction imposed.

7.4 Once the parties have made their submissions, the IGF Tribunal shall determine whether a Violation has been committed. Where the IGF Tribunal determines that a Violation has been committed and this Policy specify a range of possible sanctions for such Violation, the IGF Tribunal shall also fix the appropriate sanction within that range after considering any submissions on the subject that the parties may wish to make.

7.5 The IGF Tribunal shall issue a decision in writing, with reasons, as soon as possible after the conclusion of the hearing. The decision will set out and explain:

- (a) the IGF Tribunal's findings as to whether any Violation has been committed;
- (b) the IGF Tribunal's findings as to what sanctions, if any, are to be imposed;
- (c) the date that any period of ineligibility shall commence; and
- (d) the rights of appeal described in Rule 9.

8. CONFIDENTIALITY

The principle of confidentiality shall be strictly respected by the IGF during all the procedure and information shall only be exchanged with entities having a need to know. It must also be strictly respected by any person concerned by the procedure until there is public disclosure of the Case.

9. SANCTIONS

9.1 If the Tribunal decides that a Participant has committed a Violation, the Tribunal shall be entitled to impose a period of ineligibility on the Participant. It shall fix the period of ineligibility within that range based on its assessment of what is proportionate in all of the facts and circumstances of the case, taking into account in particular:

9.1.1 The nature of the breach(es).

9.1.2 The degree of culpability of the Participant.

9.1.3 The harm that the breach(es) has/have done to the sport.

9.1.4 The need to deter future breaches, and

9.1.5 Any specific aggravating or mitigating factors.

9.2 Ineligibility

(a) The period of ineligibility shall commence on the date the decision of the IGF Tribunal is published and shall end on date stated in the published decision. The IGF Tribunal may at its sole discretion reduce the period of ineligibility imposed by any period of provisional suspension already served by the Participant prior to the decision being reached.

(b) No Participant shall participate in any capacity in any Event or Competition during his period of ineligibility as imposed by the IGF Tribunal save that, if directly invited by the IGF, an ineligible Participant may attend an Event in an educational capacity as part of anti-corruption program organised by the IGF.

(c) If a Participant violates any prohibition on participation imposed in accordance with this Rule 8, such Participant shall be disqualified immediately from the relevant Event or Competition and the period of ineligibility originally imposed in accordance with this Policy shall recommence from the date of such violation.

(d) This Policy 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 shall be brought against the Participant in accordance with this Policy.

9.3 Financial Sanctions

The IGF Tribunal has the discretion to impose a fine in addition to ineligibility.

9.4 Disqualification of Results

If a Participant is found to have committed a Violation at Event(s) or Competitions that they have entered, the Participant's results of the Event(s) or Competition(s) will be disqualified.

9.5 Aggravating and Mitigating Factors

(a) In imposing a Sanction in accordance with this Rule 8, the IGF Tribunal shall be entitled to consider the existence of any aggravating and/or mitigating factors.

(b) Aggravating factors which may be considered by the IGF Tribunal shall include (without limitation and where applicable):

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

9.6 Mitigating factors which may be considered by the IGF Tribunal shall include (without limitation and where applicable):

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

10. RIGHT OF APPEAL

10.1 Appeals against decisions of the IGF Tribunal may be lodged with the IGF Appeals' Panel, either by the IGF or the respondent(s) who is the subject of the decision.

10.2. The time for filing an appeal to the IGF Appeals' Panel shall be fourteen (14) days from the date of receipt of the decision by the appealing party.

10.3. Any decision and any Sanctions imposed shall remain in effect while subject to the appeal process unless the Appeals' Panel directs otherwise.

11. FURTHER APPEAL

11.1 Any further appeal against the decision by the Appeals' Panel can only be lodged with the Court of Arbitration for Sport in Lausanne, Switzerland. The Court of Arbitration for Sport shall act as an arbitration tribunal and there shall be no right to appeal to any other jurisdictional body.

11.2 The time for filling an appeal to CAS shall be twenty-one (21) days from the date of receipt of the decision by the appealing party.

12. RECOGNITION OF DECISIONS

12.1 Final decisions of a Major Event Organisation in relation to a Participant that are within the Major Event Organisation's jurisdiction and based on the same or similar betting and anti-corruption Policy as this Policy shall be recognised and respected by the IGF upon receipt of notice of the same. Any disciplinary process, so far as determining a Participant's Sanction beyond the sanction imposed by the Major Event Organisation is concerned, shall be determined by the IGF in accordance with this Policy.

13. NOTICE OF THE TRIBUNAL DECISION

Within 48 hours, the Tribunal chairperson will:

- forward a notice of the Tribunal's decision to the IGF Integrity Committee chairperson, to the IGF Executive Director and including any disciplinary measures imposed.
- forward a notice of the Tribunal's decision to the relevant Professional Tour organisation to which the athlete is a member including any disciplinary measures imposed.
Upon request, the relevant Professional Tour will be granted access to all related documents, facts and findings of the investigations and hearing.
- forward a letter reconfirming the Tribunal's decision to the parties, including any disciplinary measures imposed. The letter should also outline the process and grounds for an appeal, if allowed. If matter is especially complex or important, the Tribunal chairperson may inform the parties in writing within 48 hours that the decision will be delayed for a further 48 hours.

14. STATUTE OF LIMITATIONS

14.1 No action may be commenced under this Policy against a Participant for a Violation of this Policy unless such action is commenced within eight (8) years from the date on which the Violation occurred.

14.2 Subject to Rule 12.1 above, the IGF may temporarily suspend any investigations under the Policy to avoid prejudice to and/or to give precedence to, investigations conducted by the relevant authorities into the same or related matters.

15. AMENDMENTS AND INTERPRETATION

15.1 This Policy may be amended from time to time by the IGF.

15.2 Betting and anti-corruption Policy are, by their nature, competition rules governing the conditions under which the sport of golf is to be held. They are not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. The policies and standards set out in this Policy as a basis for the fight against corruption in the sport of golf represent a broad consensus of those with an interest in fair sport and should be respected by all courts and adjudicating bodies.

15.3 This Policy shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes.

15.4 The headings and sub-headings in this Policy are for convenience only and shall not be deemed to be part of the substance of this Policy or to affect in any way the language of the provisions to which they refer.

15.5 The Glossary in section 7 of this document shall be considered an integral part of this Policy.

15.6 All references to the masculine gender in this Policy shall also include references to the feminine.

15.7 If any Rule or provision of this Policy is held to be invalid, unenforceable or illegal for any reason, it shall be deemed to be deleted and the Policy shall otherwise remain in full force and effect.