

# CODE OF CONDUCT

## ITF PRO CIRCUIT

### 2018

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

#### ARTICLE I: GENERAL

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

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

#### A. PURPOSE

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

#### B. EXCLUSIVE APPLICABILITY

This 2018 ITF Pro Circuit Code of Conduct shall be the exclusive basis for disciplinary action against any player, Related Person or tournament in ITF sanctioned Pro Circuit Tournaments, except to the extent that disciplinary jurisdiction is established in relation to such Tournaments under (i) the Tennis Anti-Doping Programme; (ii) the Anti-Corruption Program; and/or (iii) the ITF Welfare Policy.

#### C. FINES

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

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

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

## **D. ITF SUPERVISOR**

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

## **ARTICLE II: MEN'S ENTRY OFFENCES**

### **A. APPLICABILITY**

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

### **B. ENTRY OFFENCES**

#### **1. Late Withdrawal / No Show**

Any withdrawal from a player accepted into the Main Draw or Qualifying that occurs after the Withdrawal Deadline shall be considered a late withdrawal and will be penalised, except in the below circumstances:

- a) a player who is on the Qualifying Acceptance List but who is still playing in another ITF Men's Circuit or ATP tournament at the time of the Qualifying sign-in deadline, provided the player withdraws before the Qualifying sign-in closes;
- b) a player who is on the Qualifying Acceptance List but who is still playing in another "qualified" ITF Men's Circuit or ATP tournament and who applies for a Special Exempt position, but where such Special Exempt position is not available for the player;
- c) a player who qualifies for entry or receives a Wild Card into the Qualifying or Main Draw of a Grand Slam tournament, provided the player withdraws before the Qualifying sign-in deadline;
- d) a player who is nominated to represent his country in an ITF Team Competition, provided the player withdraws before the Qualifying sign-in deadline.
- e) The provisions of **Article II, Rule B.3, Playing Another Event / One Tournament per Week** apply.

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

A player's first three (3) late withdrawal offences within a calendar year are automatically excused\* and the fines cancelled, provided the withdrawal is

received by the ITF (and by the ITF Supervisor, if submitted after the Freeze Deadline) prior to the Qualifying Sign-in Deadline.  
(\*an excused withdrawal is valid for two consecutive tournament weeks provided the player withdraws as above).

A player will have committed a No Show Offence if:

- a) He is accepted into the Qualifying and fails to sign in by the Qualifying Sign-In Deadline; or
- b) He is accepted into the Main Draw and fails to arrive on-site for his first match in the tournament. The Supervisor may waive the No Show Offence for a player who arrives on-site after the scheduled commencement time for his first match, and penalise him for the On-Site Offence of Punctuality instead.

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

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

## **2. On-Site Medical Withdrawal**

- a. If a player is forced to retire or withdraw during a tournament for medical reasons, the ITF Medical Certification form must be completed by the medically qualified physician on-site verifying that the player is unfit to continue playing in the current tournament. Violation of this section shall subject a player to a fine of up to \$500.
- b. A valid ITF Medical Certification form will excuse a late withdrawal penalty for any subsequent tournament until the player next competes in any tennis event, provided that a withdrawal form for each tournament is submitted prior to the relevant Qualifying Sign-in Deadline.
- c. A player who withdraws from a tournament after the Qualifying Sign-in Deadline will be excused a late withdrawal penalty provided:
  - i. the player is still competing in the previous week’s tournament at or after the time of the Qualifying Sign-In Deadline, is thereafter forced to withdraw/retire, is examined by that tournament’s physician and is determined to be unfit to compete at the following week’s tournament; or
  - ii. the player is on-site at the tournament from which the player will withdraw when the withdrawal occurs and is determined to be unfit to compete by the tournament’s physician.

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

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

- a. No player who has entered and been accepted into the Qualifying or Main Draw of an ITF Futures tournament shall play in any other tennis event during the period of such tournament except as stated below.

Participation by a committed player in an alternative tournament is permitted in the following specific circumstances and provided an official withdrawal for the tournament he was originally committed to, has been submitted prior to its Qualifying Sign-in deadline (see section V. C. Entry and Withdrawal Deadlines and E. Freeze Deadline in the Men's Circuit Regulations):

- i. A player is nominated to represent his country in an ITF Team competition;
  - ii. A player qualifies for entry or is nominated to receive a Wild Card into the Qualifying or Main Draw of a Grand Slam tournament;
  - iii. A player accepted into Qualifying of a Futures Tournament is nominated to receive a Wild Card into the Main Draw of another Professional tournament;
  - iv. A player accepted into Qualifying of a Futures Tournament is nominated to receive a Wild Card into the Qualifying of another Professional tournament in a higher prize money category;
  - v. A player is forced to withdraw from a Qualifying event because he is still committed in a previous week's tournament but is not eligible to apply for, or has been unsuccessful in applying for, a Special Exempt place.
  - vi. A player may enter the doubles event of any tournament.
- b. Participation by a player who has played in Qualifying or Main Draw of an ITF Men's Circuit Tournament in an additional tournament during the same week is only permitted in the following specific circumstances:
- i. A player is allowed to play singles Qualifying of one Professional tournament and doubles in another tournament played the same week, provided the player has played and been eliminated from one tournament prior to the doubles entry deadline in the other tournament. A player may not participate in both tournaments at the same time.
  - ii. A player who played in the Qualifying of a Futures tournament is allowed to accept a Wild Card into the Main Draw of an ITF Junior tournament during the same week provided he lost in the tournament prior to being offered the Wild Card.

- iii. A player is nominated to represent his country in an ITF Team competition, provided the player has already lost in the ITF Pro Circuit tournament prior to being nominated.
- iv. A player is allowed to participate in an "Other" Tournament (see section II.B. Categories of Tournaments in the Men's Circuit Regulations) during the same week, provided he:
  - a) notifies the ITF Supervisor of his intention to do so before his first match in the Futures tournament; and
  - b) has played and been eliminated from the Futures tournament; and
  - c) is released by the ITF Supervisor after his last match in the Futures tournament to play in the "Other" Tournament.

A player who was a No-Show or who withdrew or retired from either singles or doubles main draw in any round may not participate in singles or doubles in any "Other" tournament during the same week.

Players found to have been accepted into two Tournaments in one week after the Withdrawal Deadline should not be allowed into any Tournament. Players found to have competed in another Tournament or in two Tournaments in one week other than stated above shall be immediately defaulted and shall forfeit all prize money and computer points (where applicable).

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

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

### **C. WILD CARDS**

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

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

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

The ITF or ITF Supervisor shall make such investigation as is reasonable to determine the facts regarding all entry offences and upon determining that a violation has

occurred shall specify the fine and/or other punishment therefore and where possible notify the player.

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

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

#### **F. FALSIFYING OFFICIAL DOCUMENTATION**

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

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

#### **G. APPEALS**

Any player found to have committed an Entry Offence may, after paying all fines as above provided, appeal the offence and/or any fine imposed to the ITF Internal Adjudication Panel, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing and must be filed with the ITF by 5.00pm GMT within fourteen (14) days from the date the player is notified of the violation (the “Notice of Appeal”). The Notice of Appeal must include a statement by the player as to the facts and circumstances of the incident along with any other evidence the player wishes to submit.

Under extraordinary circumstances, which must be substantiated by documentation and agreed by the ITF, a player may appeal a Late Withdrawal or No Show fine to the ITF Internal Adjudication Panel in advance of payment or without payment.

## **ARTICLE III: WOMEN'S ENTRY OFFENCES**

### **A. ENTRIES AND WITHDRAWALS**

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

### **B. ENTRY OFFENCES**

#### **1. Late Withdrawal/ No Show**

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

- a) a player who is on the Qualifying Acceptance List but who is still playing in another ITF Women's Circuit or WTA tournament at the time of the Qualifying Sign-in deadline, provided the player withdraws before the Qualifying Sign-in closes;*
- b) a player who is on the Qualifying Acceptance List but who is still playing in another "qualified" ITF Women's Circuit or WTA tournament and who applies for a Special Exempt position, but where such Special Exempt position is not available for the player;*
- c) a player who qualifies for entry or receives a Wild Card into the Qualifying or Main Draw of a Grand Slam Tournaments, provided the player withdraws before the Qualifying sign-in deadline;*
- d) a player who is nominated to represent her country in an ITF Team Competition, provided the player withdraws before the Qualifying sign-in deadline.*
- e) The provisions of **Article II, Rule B.3 Playing Another Event / One Tournament Per Week** apply.*

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

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

*(\*an excused withdrawal is valid for two consecutive tournament weeks provided the player withdraws, as above).*

*A player will have committed a No Show Offence if:*

- a) She is accepted into the Qualifying and fails to sign in by the Qualifying Sign-In Deadline; or*

- b) She is accepted into the Main Draw or has a wild card entry and fails to arrive on-site for her first match in the tournament. The Supervisor may waive the No Show Offence for a player who arrives on-site after the scheduled commencement time for her first match, and penalise her for the On-Site Offence of Punctuality instead.

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

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

## **2. On-site Medical Withdrawal**

- a. *If a player is forced to retire or withdraw during a tournament for medical reasons, the ITF Medical Certification form must be completed by the medically qualified physician on-site verifying that the player is unfit to continue playing in the current tournament. Violation of this section shall subject a player to a fine of up to \$500.*
- b. *A valid ITF Medical Certification form will excuse a late withdrawal penalty for any subsequent tournament until the player next competes in any tennis event, provided withdrawal form for each tournament is submitted prior to the relevant Qualifying Sign-in Deadline.*
- c. *A player who withdraws from a tournament after the Qualifying Sign-in Deadline will be excused a late withdrawal penalty provided:*
- i. *the player is still competing in the previous week's tournament at or after the time of the Qualifying Sign-In Deadline, is thereafter forced to withdraw/retire, is examined by that tournament's physician and is determined to be unfit to compete at the following week's tournament; or*
  - ii. *the player is on-site at the tournament from which the player will withdraw when the withdrawal occurs and is determined to be unfit to compete by the tournament's physician.*

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

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

- a. *No player who has entered and been accepted into the Qualifying or Main Draw of an ITF Women's Circuit tournament shall play in any other tennis event during the period of such tournament except as stated below.*

Participation by a player in an alternative tournament is permitted in the following specific circumstances and provided an official withdrawal for the tournament she was originally committed to has been submitted prior to its Qualifying Sign-in deadline (see section V. C. Entry and Withdrawal Deadlines and D. Freeze Deadline of the Women's Circuit Regulations):

- i. A player is nominated to represent her country in an ITF Team competition;
  - ii. A player qualifies for entry or is nominated to receive a Wild Card into the Qualifying or Main Draw of a Grand Slam tournament;
  - iii. A player accepted into Qualifying of an ITF Women's Circuit Tournament is nominated to receive a Wild Card into the Main Draw of another Professional tournament;
  - iv. A player accepted into Qualifying or Main Draw of an ITF Women's Circuit Tournament is nominated to receive a Wild Card into the Qualifying or Main Draw of another Professional tournament in a higher prize money category;
  - v. A player is forced to withdraw from a qualifying event because she is still committed in a previous week's tournament but is not eligible to apply, or has been unsuccessful in applying for, a special exempt place.
  - vi. A player may enter the doubles event of any tournament.
- b. No player who has played in the Main Draw or Qualifying of an ITF Women's Circuit Tournament shall play in any other tennis event during the period of such tournament except as stated below.

Participation by a player who has played in Qualifying or Main Draw of an ITF Women's Circuit Tournament in an additional tournament during the same week is permitted in the following specific circumstances.

- i. A player is allowed to play singles Qualifying of one Professional tournament and doubles in another tournament played the same week, provided the player has played and been eliminated from one tournament prior to the doubles entry deadline in the other tournament. A player may not participate in both tournaments at the same time.
- ii. A player who played in the Qualifying of ITF Women's tournament is allowed to accept a Wild card into Main Draw of ITF Junior tournament during the same week provided she lost in the tournament prior being offered the Wild Card.
- iii. A player is nominated to represent her country in an ITF Team competition, provided the player has already lost in the ITF Pro Circuit tournament prior to being nominated;

iv. A player is allowed to participate in an "Other" Tournament (see section II.B. Tournaments above) during the same week, provided she:

- notifies the ITF Supervisor of her intention to do so before her first match in the ITF Women's Circuit tournament; and
- has played and been eliminated from the ITF Women's Circuit tournament; and
- is released by the ITF Supervisor after her last match in the ITF Women's Circuit tournament to play in the Other Tournament.

A player who was a No Show or who withdrew or retired from either singles or doubles Main Draw in any round may not participate in singles or doubles in any "Other" tournament during the same week.

A player is not allowed to compete in singles in two (2) tournaments nor in doubles in two (2) tournaments (WTA and ITF Women's Circuit) held in one week and will be withdrawn from the second tournament by the ITF (i.e. a player may not play the Qualifying of a WTA tournament, lose, and then play in an ITF Women's Circuit tournament in the same week). If a player does play two (2) tournaments in one (1) week, upon the first occurrence the player will receive the lesser of the rankings points earned from the two (2) tournaments.

Other than in the circumstances stated above, players found to have competed in another tournament or in two Tournaments in one week (including second and any subsequent occurrences) shall be immediately defaulted and shall forfeit all prize money and computer points (where applicable).

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

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

### **C. WILD CARDS**

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

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

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

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

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

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

#### **F. FALSIFYING OFFICIAL DOCUMENTATION**

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

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

#### **G. APPEALS**

*Any player found to have committed an Entry Offence may, after paying all fines as provided above, appeal the offence and/or any fine imposed to the ITF Internal Adjudication Panel, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing and must be filed with the ITF by 5.00pm GMT within fourteen (14) days from the date the player is notified of the violation (the "Notice of Appeal"). The Notice of Appeal must include a statement by the player as to the facts and circumstances of the incident along with any other evidence the player wishes to submit.*

*Under extraordinary circumstances, which must be substantiated by documentation and agreed by the ITF, a player may appeal a Late Withdrawal or No Show fine to the ITF Internal Adjudication Panel in advance of payment or without payment.*

## ARTICLE IV: ON-SITE OFFENCES

### A. GENERAL

Every player shall, during all matches and at all times while within the precincts of the site conduct himself/herself in a professional manner. The provisions below shall apply to each player's conduct while within the precincts of each such site, and references to the site shall include tournament hotels, transport, all tournament facilities and locations of tournament functions or activities.

### B. PUNCTUALITY

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

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

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

This section applies only to those players who are or have been on-site during the Tournament Week.

### C. DRESS AND EQUIPMENT

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

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

#### 1. Unacceptable Attire

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

## **2. Shoes**

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

### **i. Grass Court Shoes**

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

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

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

### **ii. Clay Court Shoes**

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

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

## **3. Identification**

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

### **a. ITF Men's Circuit Tournaments**

#### **1. Shirt, Sweater or Jacket**

**i. Sleeves.** Two (2) positions for commercial (i.e. non-manufacturer's) or manufacturer's identification for each sleeve, neither of which exceeds six (6) square inches (39 sq.cm), shall be permitted. Maximum of two (2) identifications may be placed within each six (6) square inch position. Identifications may contain writing.

**ii. Sleeveless.** Two (2) positions of the manufacturer's or commercial identification, neither of which exceeds six (6) square inches (39 sq.cm) may be placed on the front or collar of the shirt. If no more than one (1) identification is placed on the

front or collar of the shirt, then one (1) manufacturer identification may be placed on the back of the shirt, not to exceed four (4) square inches (26 sq. cm). Identifications may contain writing.

**iii. Front, Back and Collar.** Two (2) positions of the manufacturer's or commercial identifications, neither of which exceeds six (6) square inches (39 sq.cm) may be placed in any location on the front or on the collar. Alternatively one (1) manufacturer's or commercial identification which may not exceed six (6) square inches (39 sq.cm) may be placed on the front or collar and then an additional manufacturer's identification, not to exceed four (4) square inches (26 sq.cm), may be placed on the back. Identifications may contain writing.

**iv. Other.** Identification of the clothing manufacturer, without the name of the manufacturer or any other writing, may be placed once or repeatedly within an area not to exceed twelve (12) square inches (77.5 sq.cm) in one of the following positions:

- a. On each of the shirt sleeves (if a manufacturer's identification is not on the sleeves pursuant to the section i. above); or
- b. On the outer seams (sides of torso) of the shirt.

**2. Shorts**

Two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) may be placed on the front or back of the shorts; or two (2) manufacturer's identification neither of which exceeds four (4) square inches (26 sq.cm) may be placed as follows: one (1) identification on the front and one (1) identification on the back of the shorts. Identifications may contain writing.

On compression shorts and/or compression sleeves, two (2) manufacturer's identification not to exceed two (2) square inches (13 sq.cm) or one (1) manufacturer's identification which must not exceed four (4) square inches (26 sq.cm). These shall be in addition to the manufacturer's identifications permitted on shorts.

**3. Socks/Shoes**

Manufacturer's identifications on each sock and on each shoe shall be permitted.

**4. Racquet**

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

**5. Hat, Headband or Wristband**

One (1) manufacturer's identification and/or one (1) commercial identification, neither of which exceeds four (4) square inches (26 sq.cm), shall be permitted on hats or headbands. The commercial identification must be located on the side of the hat/headband and worn so that it is positioned on the side of the head.

One (1) manufacturer's identification not to exceed four (4) square inches (26 sq.cm) will be permitted on wristband.

**6. Bags, Towels, Other Equipment or Paraphernalia**

Tennis equipment manufacturer's identifications, on each item plus two (2) separate commercial identifications on one (1) bag, neither of which exceeds six (6) square inches (39sq.cm) shall be permitted.

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

**b. ITF Women's Circuit Tournaments**

**1. Shirt, Sweater or Jacket**

- i. Sleeves. One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) manufacturer's identification on each sleeve, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted. Identifications may contain writing. A third patch may be worn on the sleeve if it is a "WTA" patch. This patch shall not exceed four (4) square inches (26 sq.cm) and must be worn on the upper part of the garment.*
- ii. Sleeveless. The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm), may be placed on the front of the garment. Identifications may contain writing. A third patch may be worn on the front of the garment if it is a "WTA" patch. This patch shall not exceed four (4) square inches (26 sq.cm).*
- iii. Front, Back and Collar. Total of two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification, which does not exceed four (4) square inches (26 sq.cm) may be placed in any of these three locations. Identifications may contain writing.*
- iv. Other. Identification of the clothing manufacturer, without the name of the manufacturer or any other writing, may be placed*

*once or repeatedly within an area not to exceed twelve (12) square inches (77.5 sq.cm) in one of the following positions:*

- c. On each of the shirt sleeves (if a manufacturer's identification is not on the sleeves pursuant to the section i. above); or*
- d. On the outer seams (sides of torso) of the shirt*

**2. *Shorts/Skirts***

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

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

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

**3. *Socks/Shoes***

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

**4. *Racquet***

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

**5. *Hat, Headband or Wristband***

*One (1) manufacturer's identification not to exceed three (3) square inches (19.5 sq.cm) shall be permitted on wristbands.*

*For hats or headbands, one (1) manufacturer's identification on the front and one (1) commercial (non-manufacturer's) identification on the side, both of which may contain writing not to exceed three (3) square inches (19.5 sq.cm). Identifications may contain writing. Hats, headbands or wristbands with the WTA logo (in addition to manufacturer's and commercial ID) shall not exceed two (2) square inches (13 sq.cm).*

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

*Tennis equipment manufacturer's identifications, or the WTA logo, on each item plus two (2) separate commercial identifications on*

*one (1) bag, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted.*

*A total of one (1) WTA patch may be worn on a player's clothing (including hats, headband, wristband etc.) during the match.*

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

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

**d. General**

All identifications should be firmly attached at all points on the clothing or equipment

No identification shall be permitted on player's clothing or equipment that promotes/displays tobacco products, hard liquor products, political activity or other category deemed to be detrimental to the sport of tennis, the ITF or the ITF Pro Circuit.

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

For the purposes of this rule, the manufacturer means the manufacturer of the clothing or equipment in question.

In addition, the size limitation shall be ascertained by determining the area of the actual patch or other addition to a player's clothing without regard to the colour of the same. In determining area, depending on the shape of the patch or other addition, a circle, triangle or rectangle shall be drawn around the same and the size of the patch for the purpose of this Rule shall be the area within the circumference of the circle or the perimeter of the triangle or rectangle as the case may be.

**3. Warm-up Clothing**

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

**4. Taping**

No taping over of logos/patches shall be allowed.

## 5. Fines

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

**a. Unacceptable Attire**

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

**b. Manufacturer's Identification**

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

**c. Commercial Identification**

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

**d. Another Tennis Event**

Violation of the provisions with respect to the name of an event shall result in a fine of up to \$250.

## D. TIME VIOLATION / DELAY OF GAME

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

A maximum of *twenty (20) seconds (Women's Circuit)* or twenty-five (25) seconds (Men's Circuit) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the first serve of the next point. If such serve is a fault then the second serve must be struck by the server without delay.

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

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the first serve is struck for the next set.

If a set ends after an even number of games, there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready. A Time Violation may be issued prior to the expiration of *twenty (20) seconds (Women's Circuit)* or twenty-five (25) seconds (Men's Circuit) if the receiver's actions are delaying the reasonable pace of the server.

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

(Men’s Circuit Tournaments) The first violation of this Section, as either server or receiver, shall be penalised by a Time Violation - Warning and each subsequent violation, as either server or receiver, shall be penalised as follows:

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

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

**E.     AUDIBLE OBSCENITY (AOB)**

Players shall not use an audible obscenity within the precinct of the tournament site. Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

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

**F.     VISIBLE OBSCENITY (VOB)**

Players shall not make obscene gestures of any kind within the precincts of the tournament site. Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below

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

## **G. VERBAL ABUSE (VA)**

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

Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below.

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

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

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

Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below.

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

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

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

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

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

Players shall not violently or with anger hit, kick or throw a racquet or other equipment within the precincts of the tournament site. Violation of this Section shall subject a

player to a fine up to \$250 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below.

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

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

Players shall not receive coaching during a match. Communications of any kind, audible or visible, between a player and a coach may be construed as coaching. Players shall also prohibit their coaches (1) from using audible obscenity within the precincts of the tournament site, (2) from making obscene gestures of any kind within the precincts of the tournament site, (3) from verbally abusing any official, opponent, spectator or other person within the precincts of the tournament site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the tournament site and (5) from giving, making, issuing, authorising or endorsing any public statement within the precincts of the tournament site having, or designed to have, an effect prejudicial or detrimental to the best interest of the tournament and/or of the officiating thereof.

Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties below and the ITF Supervisor may order the Coach to be removed from the site of a match or the precincts of the tournament site and may declare an immediate default of such player.

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

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

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Violation of this Section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties below.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Competition, the ITF or the sport of tennis. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interests of the tournament and/or the officiating thereof.

**M. BEST EFFORTS (BE)**

A player shall use his best efforts to win a match when competing in an ITF Pro Circuit Tournament. Violation of this section shall subject a player to a fine up to \$500 for each violation.

For purposes of this Rule, the ITF Supervisor and/or the Chair Umpire shall have the authority to penalise a player in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below.

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

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

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

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

**P. CEREMONIES (Cer)**

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

**Q. MEDIA CONFERENCE (MC)**

Unless injured and physically unable to appear, a player or team must attend the post-match media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser,

unless such time is extended or otherwise modified by the ITF Supervisor for good cause. Violation of this Section shall subject a player to a fine up to \$250.

**R. POINT PENALTY SCHEDULE**

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

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

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

The imposition of a penalty under the Point Penalty Schedule shall be final and unappealable.

**S. DEFAULTS**

The ITF Supervisor may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above. In all cases of default, the decision of the ITF Supervisor shall be final and unappealable.

Subject to the exceptions specified below, any player who is defaulted shall be subject to the following penalties:

- a) loss of all prize money, hospitality and points earned for that event at that tournament, and
- b) a fine of up to \$250 in addition to any or all other fines levied with respect to the offending incident, and
- c) at the Supervisor’s discretion, default from all other events, if any, at that tournament.

The exceptions to the additional penalties set out above are:

- a. the player or team was defaulted for a violation of the Punctuality or Dress and Equipment provisions set forth in Article IV. B and C, or
- b. the player or team was defaulted as a result of a medical condition, or
- c. the player’s doubles partner committed the Code Violation which caused the default.

Default of a player from the remainder of the tournament may include at the ITF Supervisor’s discretion the removal of accreditation and denial of access to the site.

## **T. DOUBLES EVENTS**

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

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

### **2. Fines**

All fines for violation of Article IV of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

## **U. DETERMINATION AND PENALTY**

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

## **V. PAYMENT OF FINES**

Each ITF Pro Circuit Tournament shall deduct fines levied by the ITF Supervisor for on-site offences from the player's winnings, if any, and promptly pay the same to the ITF. Any unpaid fines shall also be collected at other ITF Pro Circuit Tournaments for remission to the ITF.

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

## **W. APPEALS**

Any player found to have committed an On-Site Offence may, after paying all fines as provided above, appeal the determination of a violation and/or the punishment imposed under section U. above (but not any point penalties or defaults) to the ITF Internal Adjudication Panel, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing and must be filed with the ITF by 5.00pm GMT within fourteen (14) days from the date the player is notified of the violation. The Notice of Appeal must include a statement by the player as to the facts and circumstances of the incident along with any other evidence the player wishes to submit.

## **ARTICLE V: TENNIS ANTI-CORRUPTION PROGRAM**

The Tennis Anti-Corruption Program applies to the ITF Pro Circuit, and any player or other covered person (as defined in the Tennis Anti-Corruption Program) who enters or participates in the ITF Pro Circuit shall be deemed to have agreed to be bound by and to comply with all of its provisions. The Tennis Anti-Corruption Program may be downloaded at [www.tennisintegrityunit.com](http://www.tennisintegrityunit.com).

## **ARTICLE VI: MAJOR OFFENCES**

### **A. AGGRAVATED BEHAVIOUR**

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

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

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

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

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to any ITF tournament, event or circuit.

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

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

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to any ITF tournament, event or circuit.

## **C. DETERMINATION AND PENALTY**

The ITF will investigate all facts concerning any alleged Major Offence. All Players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a Player or Related Person (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including (without limitation) requiring the Player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The Player or Related Person must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article VI.C, the ITF forms the view that a Player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

### **Review Board**

The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Player or other Person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Player or Related Person and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.

When the Review Board determines that a Player or Related Person has a case to answer, the ITF will send a written notice to the Player or Related Person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, setting out:

- (a) the Major Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;
- (b) the potential consequences applicable if it is determined that the alleged Major Offence has been committed; and
- (c) the Player or Related Person's entitlement to respond to the Notice of Charge in one of the following ways:
  - (i) to admit the Major Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
  - (ii) to admit the Major Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
  - (iii) to deny the Major Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing.
- (d) if the Player or Related Person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Player or Related Person's receipt of the Notice. The request must also state how the Player or Related Person responds to the charge in the Notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Player or Related Person will be deemed to have admitted the Major Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Player or Related Person admits the Major Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Major Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Player or Related Person.

### **Provisional Suspension**

At the time, afterwards, or (exceptionally) before, it issues a Notice of Charge, the ITF may impose a Provisional Suspension on the Player or Related Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.

Where a Provisional Suspension is imposed, the ITF shall notify the Player or Related Person of his/her right:

(a) at his/her election, to make an application to the Chairman of the Independent Tribunal convened to hear his/her case, either immediately or at any time prior to the full hearing, for an order that the Provisional Suspension should not be imposed (or, if the Provisional Suspension has been imposed, that it should be vacated). The Chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and

(b) to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him/her is determined, as soon as possible, consistent with the requirements of due process.

In circumstances where the ITF decides not to impose a Provisional Suspension, the Player or Related Person shall be offered the opportunity to accept a voluntary Provisional Suspension pending the resolution of the matter. If the Player or Related Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Player or Related Person must communicate his/her acceptance in writing to the ITF, in a form acceptable to the ITF.

No admission shall be inferred, or other adverse inference drawn, from the decision of a Player or Related Person (a) not to make an application to avoid (or to vacate) a Provisional Suspension, or (b) to accept a voluntary Provisional Suspension.

A Player or Related Person may not, during the period of any Provisional Suspension, play, coach or otherwise participate in any capacity in any tournament, event or circuit owned or sanctioned by the ITF.

Any period of Provisional Suspension served by the Player or Related Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Player or Related Person must have respected the terms of the Provisional Suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Player's or Related Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Player or Related Person shall receive a credit for such period of Provisional Suspension served against any period of suspension that may ultimately be imposed on appeal.

## **Hearing**

If the Player or Related Person charged exercises his/her right to a hearing, the matter shall be referred to the Independent Tribunal and shall be resolved in accordance with the Independent Tribunal's Procedural Rules.

## **D. PAYMENT OF FINES**

All fines levied by the Independent Tribunal for Major Offences shall be paid by the player to the ITF within thirty (30) days after receipt of written notice thereof. If the fine is not paid in thirty (30) days:

- a) the ITF Executive Director will instruct the next ITF Pro Circuit Tournament to withhold prize money due to the player until settlement is made; and
- b) the Player's fine will be added to the Player's unpaid fines and Article I, C. shall apply.

## **E. COMMENCEMENT OF PENALTY**

A suspension imposed on a Player for a Major Offence shall take effect from the later of the following, unless specified otherwise by the Independent Tribunal or the ITF when issuing the suspension:

- a) the date of notification by the ITF or Independent Tribunal;
- b) if the Player is participating in a Tournament on the date of notification, the day after he or she finishes competing in that Tournament.

The revocation of accreditation or denial of access to any ITF tournament, event or circuit imposed on a Related Person shall take effect immediately upon notification.

## **F. APPEAL**

The ITF, the Player and/or the Related Person may appeal the Independent Tribunal's decision to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

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

Any Player, Player Support Personnel or other Person who enters or participates in the ITF Pro Circuit shall be bound by and shall comply with all of the provisions of the ITF Tennis Anti-Doping Programme 2018.

The ITF Tennis Anti-Doping Programme 2018 is set out in full on the ITF website ([www.itftennis.com/antidoping](http://www.itftennis.com/antidoping)) and in a separate rulebook that is published and distributed by the ITF to all National Associations. The ITF Tennis Anti-Doping Programme 2018 is also available upon application.

## **ARTICLE VIII: TOURNAMENT OFFENCES**

### **A. APPLICABILITY**

This Article shall apply to each ITF Pro Circuit Tournament and any Applicant for such an event. References in this Article to a “Tournament” shall hereafter mean an ITF Tournament or applicant for such a tournament, and where applicable refers to the legal entity (personal or corporate) that is applying for, administering, operating or otherwise organising the ITF Tournament.

### **B. GUARANTEES**

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

### **C. WILD CARDS**

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

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

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

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

## **E. ITF PRO CIRCUIT RULES**

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

## **F. LATE CANCELLATION**

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

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

## **G. DETERMINATION AND PENALTY**

The ITF shall cause an investigation to be made of all facts concerning any alleged Tournament Offence by a Tournament and shall provide written notice of such investigation to the Tournament involved. The Tournament must cooperate fully with such investigations.

The ITF may make a written demand to a Tournament (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Tournament Offence, including (without limitation) requiring the Tournament to attend an interview and/or to provide a written statement setting forth its knowledge of the relevant facts and circumstances. The Tournament must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article VIII.G, the ITF forms the view that a Tournament has a case to answer for commission of a Tournament Offence, the ITF shall refer the matter to the Review Board.

### **Review Board**

The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Tournament has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Tournament and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.

When the Review Board determines that a Tournament has a case to answer, the ITF will send a written notice to the Tournament (the “Notice of Charge”), with a copy to the Chairman of the Independent Tribunal, setting out:

- (a) the Tournament Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;
- (b) the potential consequences applicable if it is determined that the alleged Tournament Offence has been committed; and
- (c) the Tournament’s entitlement to respond to the Notice of Charge in one of the following ways:
  - (i) to admit the Tournament Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
  - (ii) to admit the Tournament Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
  - (iii) to deny the Tournament Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
- (d) if the Tournament wishes to exercise its right to a hearing before the Independent Tribunal, it must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Tournament's receipt of the Notice. The request must also state how the Tournament responds to the charge in the Notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Tournament will be deemed to have admitted the Tournament Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Tournament admits the Tournament Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Tournament Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the tournament.

### **Hearing**

If the tournament charged exercises its right to a hearing, the matter shall be referred to the Independent Tribunal and shall be resolved in accordance with the Independent Tribunal's Procedural Rules.

## **H. PAYMENT OF FINES**

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

## **I. APPEALS**

Any Tournament found to have committed a Tournament Offence may, after paying all fines as above provided, appeal the decision of the Independent Tribunal to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

## **ARTICLE IX: RECIPROCITY**

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all ITF Pro Circuit tournaments, a suspension or other sanction issued against a Covered Person (as defined in Article XIII - ITF Welfare Policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any other tennis organisation including the Women's Tennis Association and Association of Tennis Professionals.

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

A decision by the ITF Internal Adjudication Panel to affirm, modify or reject a suspension or other sanction issued against a Covered Person may be appealed by the Covered Person to the Independent Tribunal, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the Independent Tribunal's decision).

## **ARTICLE X: INTERPRETATIONS**

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

## **ARTICLE XI: NOTICE**

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

ITF Executive Director of Professional Tennis  
International Tennis Federation  
Bank Lane  
Roehampton  
London SW15 5XZ  
England

Tel: (44) 20 8878 6464

Fax: (44) 20 8392 4777

### **A. PLAYER**

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

### **B. TOURNAMENT**

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

## **ARTICLE XII: AMENDMENTS**

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

## **ARTICLE XIII: 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 shall be bound by and shall comply with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined as "Covered Persons".

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

i. Application

Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.

ii. Unfair and/or Discriminatory Conduct

a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.

b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.

iii. Abuse of Authority; Abusive Conduct

a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.

b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.

c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.

b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.

c) Covered Persons shall not engage in sexual harassment - for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.

d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b) below.

v. Criminal Conduct

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

vi. Anti-Doping Activity

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

vii. Conduct in General

Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

**b. Violations/Procedures**

- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, or if the ITF itself considers that there has been an apparent violation of this Welfare Policy, the ITF shall promptly investigate the matter to consider whether there has been a breach of this Welfare Policy (a “Welfare Offence”).
- ii. All Covered Persons must cooperate fully with such investigations. The ITF may make a written demand to a Covered Person (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Welfare Offence, including (without limitation) requiring the Covered Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The Covered Person must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.
- iii. Where, as the result of an investigation under this Article XIII, the ITF forms the view that a Covered Person has a case to answer for commission of a Welfare Offence, the ITF shall refer the matter to the Review Board.

**Review Board**

- iv. The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer for a breach of this Welfare Policy (a “Welfare Offence”). The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board’s consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Player or other Person has a case to answer must be unanimous.
- v. Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Covered Person and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.
- vi. When the Review Board determines that a Covered Person has a case to answer, the ITF will send a written notice to the Covered Person (the “Notice of Charge”), with a copy to the Chairman of the Independent Tribunal, setting out:
  - a. the Welfare Offence alleged to have been committed, and a summary of the facts upon which such allegations are based;

- b. the potential consequences applicable if it is determined that the alleged Welfare Offence has been committed; and
  - c. the Covered Person's entitlement to respond to the Notice of Charge in one of the following ways:
    - i. to admit the Welfare Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
    - ii. to admit the Welfare Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
    - iii. to deny the Welfare Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
  - d. if the Covered Person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Covered Person's receipt of the Notice. The request must also state how the Covered Person responds to the charge in the Notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Covered Person will be deemed to have admitted the Welfare Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.
- vii. In the event that the ITF withdraws the Notice of Charge, or the Covered Person admits the Welfare Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Welfare Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Covered Person.

**Provisional Suspension**

- viii. At the time, afterwards, or (exceptionally) before it issues a Notice of Charge, the ITF may impose a Provisional Suspension on the Covered Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.

Where a Provisional Suspension is imposed, the ITF shall notify the Covered Person of his/her right:

- a. at his/her election, to make an application to the Chairman of the Independent Tribunal convened to hear his/her case, either immediately or at any time prior to the full hearing, for an order that the Provisional Suspension should not be imposed (or, if the Provisional Suspension has

been imposed, that it should be vacated). The Chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and

- b. to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him/her is determined, as soon as possible, consistent with the requirements of due process.

In circumstances where the ITF decides not to impose a Provisional Suspension, the Covered Person shall be offered the opportunity to accept a voluntary Provisional Suspension pending the resolution of the matter. If the Covered Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Covered Person must communicate such acceptance in writing to the ITF, in a form acceptable to the ITF.

No admission shall be inferred, or other adverse inference drawn, from the decision of a Covered Person (a) not to make an application to avoid (or to vacate) a Provisional Suspension, or (b) to accept a voluntary Provisional Suspension.

- ix. A Covered Person may not, during the period of any Provisional Suspension, play, coach or otherwise participate in any capacity in any tournament, event or circuit owned or sanctioned by the ITF. Any period of Provisional Suspension served by the Covered Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Covered Person must have respected the terms of the Provisional Suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Covered Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Covered Person shall receive a credit for such period of Provisional Suspension served against any period of suspension that may ultimately be imposed on appeal.

### **Sanction**

- x. The Independent Tribunal 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 Independent Tribunal may deem appropriate.

- xi. A suspension imposed on a Player for a Welfare Offence shall take effect from the later of the following, unless specified otherwise by the Independent Tribunal or the ITF when issuing the suspension:
  - a) the date of notification by the ITF or Independent Tribunal;
  - b) if the Player is participating in a Tournament on the date of notification, the day after he or she finishes competing in that Tournament.
- xii. Any penalties imposed on a Player or Related Person other than suspension from play shall take effect immediately upon notification.

**c. Appeals**

- i. Decisions of the Independent Tribunal may be appealed to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

**d. Miscellaneous**

- i. Any decision of the ITF Internal Adjudication Panel 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 Internal Adjudication Panel.
- ii. Notwithstanding, and without prejudice to, the above:
  - a. The ITF reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above;
  - b. The ITF may 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; and
  - c. 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.