

# Canadian Program to Prevent Competition Manipulation

## *A Program to Prevent and Detect Competition Manipulation and Provide Guidance on Sports Betting*

### PART A – OVERVIEW

#### Introduction

The manipulation of sport *Competitions* poses a significant risk to the health and safety of Canadian athletes, administrators, and *Athlete Support Personnel* and threatens the fundamental and essential integrity of sport. In response, the International Olympic Committee (IOC) has created the *Olympic Movement Code on the Prevention of Manipulation of Competitions (IOC Code)*. The *IOC Code* is the international framework for a harmonized effort to eliminate the manipulation of sport *Competitions*.

This Canadian Program to Prevent Competition Manipulation (CPPCM) is fully consistent with the *IOC Code* and will provide the necessary tools and resources to prevent, deter, and detect the manipulation of sport *Competitions* in Canada.

Through the adoption and implementation of the CPPCM, the Canadian sport system supports the efforts of the IOC and International Federations to prevent and address competition manipulation.

Canada has a longstanding commitment to fair and ethical sport as identified in the *Physical Activity and Sport Act* and reinforced in the Canadian Sport Policy. The adoption and implementation of the CPPCM by *Sport Organizations* will help to ensure that the Canadian sport system is prepared to preemptively deter and robustly respond to efforts to manipulate Canadian sport. The CPPCM is designed to protect against efforts to improperly impact sport *Competitions* by establishing rules and clearly defining violations supported by a consistent scheme of education, enforcement, and sanctions applicable to all individuals who are subject to the CPPCM.

#### Adoption and Authority to Implement the CPPCM

The CPPCM shall be administered by the Canadian Centre for Ethics in Sport (CCES). The CPPCM will be expressly accepted and adopted by the Boards of *Sport Organizations* as part of their internal governing documents, which will integrate the CPPCM into the rules of each adopting *Sport Organization* and render the CPPCM binding on, at minimum, the *Participants* indicated in Rule 1.1 below.<sup>1</sup>

Every *Sport Organization* that adopts the CPPCM delegates the responsibility and authority to administer the CPPCM to the CCES through an Adoption Contract, which will outline the financial obligations of each party, if any, and shall specify the rights, obligations, and responsibilities of the *Sport Organization* and the CCES as they relate to the CPPCM. *Sport Organizations* may also expand

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<sup>1</sup> *Sport Organizations* shall have a mechanism in place to ensure that any *Participant* that is subject to the CPPCM expressly confirms they consent to being bound by the CPPCM.

the scope of application and jurisdiction of the CPPCM to other *Participants* and shall do so in their Adoption Contract.

Italicized terms in the Rules are defined in the body of the CPPCM or in Appendix 1.

## **PART B – RULES**

### **RULE 1 SCOPE OF APPLICATION AND JURISDICTION**

#### **1.1 Application**

1.1.1 The CPPCM shall apply to:

- a) the board members, directors, officers, employees, and committee members of a *Sport Organization*<sup>2</sup>;
- b) any athlete that competes at the international, national and/or provincial/territorial level and that is a member, registrant or licence-holder of a *National Sport Organization*;
- c) any athlete that competes at the international, national and/or provincial/territorial level and is a member of a team participating in multisport event under the authority of a *Sport Organization*;
- d) any *Athlete Support Person* who falls under a *National Sport Organization's* authority that participates in the *National Sport Organization's* sport at the international, national and/or provincial/territorial level or any such *Athlete Support Person* that is a member of a team participating in multisport event under the authority of a *Sport Organization*;
- e) any other *Participant* that competes or otherwise participates in sport under the authority of a *Sport Organization* that has adopted the CPPCM and has designated the individual as being subject to the CPPCM under their Adoption Contract; and
- f) any official, judge, umpire or referee involved in any international, national and/or provincial/territorial level *Competition* held under the authority or governed by the rules of a *National Sport Organization*.

Each of the above-referenced individuals shall be considered as *Participants* for the purpose of the CPPCM. *Sport Organizations* may expand their definition of *Participant* and the scope of application and jurisdiction of the CPPCM in their Adoption Contract to any of the categories of *Participants* specified in Rule 1.1 who fall under the authority of their *Members* and/or *Affiliated Organizations*.<sup>3</sup>

1.1.2 The CPPCM shall apply to each of the *Participants* referenced above in the following situations:

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<sup>2</sup> Any reference to *Sport Organization* in the CPPCM shall be understood as a reference to any *Sport Organization* that has adopted the CPPCM through an Adoption Contract with the CCES.

<sup>3</sup> If a *Sport Organization* expands their definition of *Participant*, it shall be responsible for notifying such individuals that they are subject to the CPPCM.

- a) during the business, activities, and events of the *Sport Organization*, including, but not limited to (and as applicable) *Competitions*, practices, evaluations, training camps, and any meetings; and
  - b) outside of the business, activities, and events of the *Sport Organization*, when such conduct is detrimental to the image and reputation of the *Sport Organization*. Such applicability will be determined by the *Sport Organization*, at its sole discretion.
- 1.1.3 For the avoidance of doubt, and subject to Rule 14.1, the CPPCM applies to *Participants* who are active or who have retired from an adopting *Sport Organization's* sport (or who are otherwise no longer affiliated with the *Sport Organization*) where any claim regarding a potential breach of the CPPCM occurred when the *Participant* was active in the sport (or was otherwise affiliated with the *Sport Organization*).
- 1.1.4 The application of the CPPCM to a *Participant* shall not prevent or otherwise limit a *Sport Organization* from taking additional action against a *Participant* who has breached the CPPCM (for example, under the *Sport Organization's* relevant and applicable employment policies or, where applicable, the *Participant's* employment agreement or other contractual arrangement).

## **RULE 2      COMPETITION MANIPULATION VIOLATIONS**

A competition manipulation violation is defined as the occurrence of one or more of the offences set forth in Rule 2. Hearings in competition manipulation violation cases will proceed based on an assertion by the CCES that a competition manipulation violation has been committed by a *Participant*.

*Participants* shall be responsible for knowing what constitutes a competition manipulation violation.

The following are competition manipulation violations:

### **2.1      Betting**

- 2.1.1 Any form of *Betting* by the *Participant* directly or by a third party on their behalf in relation to:
- a) any *Competition* in any sport of the *Participant's National Sport Organization* or any such *Competition* of the *National Sport Organization's International Federation*; or
  - b) any event of a multisport *Competition* in which the *National Sport Organization* or *Sport Organization* participates or that falls under the authority of the *National Sport Organization's International Federation* or other *Major Event Organization*; or
  - c) any other *Competition*, sport or event designated by a *Sport Organization* in their Adoption Contract as falling under the scope of the CPPCM.

*[Comment to Rule 2.1.1: It is recognized that International Federations may have different competition manipulation rules that apply to Participants that fall under the scope of the CPPCM. Participants are*

responsible for knowing and respecting such rules in any situations where they fall under their International Federation's authority.]

- 2.1.2 No *Participant* shall, directly or indirectly, solicit, encourage or facilitate any other person to *Wager* on the outcome or any other aspect of any *Competition* in the sport of their *National Sport Organization*.

[Comment to Rule 2.1.2: Rule 2.1.2 shall not prohibit a *Participant* from acting as a spokesperson or ambassador for a betting operator or otherwise limiting their ability to earn an income from such activities. However, any such individuals must have a written agreement with the betting operator that sets out their obligations including, without limitation, the strict requirement to respect the terms of the CPPCM at all times.]

## **2.2 Bribery**

- 2.2.1 No *Participant* shall, directly or indirectly, solicit or accept any *Benefit* for the purpose of facilitating the commission of a competition manipulation violation or which leads, directly or indirectly, to the commission of a competition manipulation violation.
- 2.2.2 No *Participant* shall, directly or indirectly, solicit or accept any *Benefit* with the intention of negatively influencing an athlete's best efforts in any *Competition*.
- 2.2.3 No *Participant* shall, directly or indirectly, offer or provide any *Benefit* to any other *Participant* with the intention of negatively influencing an athlete's best efforts in any *Competition*.

## **2.3 Manipulation of a Sport Competition**

- 2.3.1 No *Participant* shall engage in the *Manipulation of a Sport Competition* nor shall they, directly or indirectly, contrive or *Attempt* to improperly alter the outcome of any other aspect of any *Competition*.
- 2.3.2 No *Participant* shall, directly or indirectly, solicit, facilitate, or otherwise influence any athlete to not use their best efforts in any *Competition*.
- 2.3.3 No *Participant* shall, directly or indirectly, solicit, facilitate, or otherwise influence any other person to contrive or *Attempt* to improperly alter the outcome or any other aspect of any *Competition*.

[Comment to Rule 2.3.1: Rule 2.3.1 shall not apply in situations where the action of the *Participant* is not taken with the intent of obtaining a *Benefit*. For example, a sport strategy decision, such as conserving energy for subsequent competitions, shall not be considered a violation of Rule 2.3.1. Examples of behaviour that constitute sport strategy are included in Appendix 2 to the CPPCM.]

## **2.4 Corrupt Conduct**

Providing, requesting, receiving, seeking, or accepting a *Benefit* related to the *Manipulation of a Sport Competition*.

## **2.5 Inside Information**

- 2.5.1 No *Participant* shall, directly or indirectly, solicit or use *Inside Information* for the purposes of *Betting* or for any form of *Manipulation of a Sport Competition* whether by the *Participant* or via another person and/or entity.
- 2.5.2 No *Participant* shall, directly or indirectly, disclose *Inside Information* to any person and/or entity, with or without *Benefit*, where the *Participant* knew or should have

known that such disclosure might lead to the information being used for the purposes of *Betting* or for any form of *Manipulation of a Sport Competition*.

2.5.3 No *Participant* shall, directly or indirectly, give and/or receive a *Benefit* for the provision of *Inside Information* regardless of whether any *Inside Information* is actually provided.

2.5.4 For greater certainty, there is no restriction on using *Information in the Public Domain* and the use of such information on its own does not constitute a competition manipulation violation.

## **2.6 Failure to Cooperate**

2.6.1 Failing to cooperate with any investigation carried out by or on behalf of the CCES in relation to a possible competition manipulation violation, including, without limitation, obstructing or delaying any investigation that may be carried out by or on behalf of the CCES in relation to a possible competition manipulation violation, or concealing, tampering with, or destroying any documentation or other information that may be relevant to the investigation.

2.6.2 A failure by a *Participant* to comply with the reporting obligations in Rules 5.1, 5.2 and 5.3 shall constitute a competition manipulation violation.

## **2.7 Deemed Competition Manipulation Violation**

2.7.1 Any form of aid, abetment, or *Attempt* by a *Participant* that could culminate in a competition manipulation violation shall be treated as if a competition manipulation violation had been committed, whether or not such an act in fact resulted in a competition manipulation violation and/or whether the competition manipulation violation (if it occurred) was committed deliberately or negligently.

2.7.2 A *Participant's* failure to comply with Rules 5.1 to 5.3.

## **2.8 Reprisal and Retaliation**

It shall be a competition manipulation violation for any *Participant* to threaten or seek to intimidate any individual with the intent of discouraging the individual from the good faith reporting of information that relates to an alleged competition manipulation violation under the CPPCM.

## **2.9 False Allegations**

Any *Participant* who submits allegations that an investigator, *Tribunal*, or the *Appeal Panel* determines to be false and to have been made maliciously or for the purpose of retribution, retaliation, or vengeance shall be deemed to have committed a competition manipulation violation.

## **2.10 Offer or Solicitation**

Where applicable, for a competition manipulation violation to be committed pursuant to Rule 2, it is sufficient that an offer or solicitation was made, regardless of whether any *Benefit* was actually paid or received.

## **RULE 3            ADDITIONAL MATTERS**

### **3.1        Matters Not Relevant**

For the determination of whether a competition manipulation violation has been committed, the following are not relevant:

- a)        whether or not the *Participant* is taking part in the *Competition* concerned;
- b)        whether or not the outcome or the aspect of the *Competition* on which the *Bet* was made or intended to be made was favourable;
- c)        whether or not any *Benefit* was actually given or received;
- d)        the nature or outcome of the *Bet*;
- e)        whether or not the *Participant's* effort or performance in the *Competition* concerned were (or could be expected to be) affected by the acts or omission in question;
- f)        whether or not the result of the *Competition* concerned was (or could be expected to be) affected by the acts or omission in question;
- g)        whether or not the manipulation included a violation of a technical rule of the *National Sport Organization*; and
- h)        whether or not the *Competition* was attended by the competent national representative of the *National Sport Organization*.

### **3.2        Evidence of Effort**

Evidence of an athlete's lack of efforts or poor performance during a *Competition* may be offered to support allegations that a *Participant* committed a competition manipulation violation, but the absence of such evidence shall not preclude a *Participant* from being sanctioned for a competition manipulation violation.

### **3.3        Valid Defence**

A valid defence may be made to a charge of a competition manipulation violation if the *Participant* alleged to have committed the competition manipulation violation:

- a)        reported such conduct to CCES before a competition manipulation violation occurred; and
- b)        demonstrates that such conduct was the result of imminent peril or danger, that the *Participant* had no reasonable alternative other than to conduct the competition manipulation violation, and that the conduct was proportional to the peril or danger avoided.

## **RULE 4            PROOF OF COMPETITION MANIPULATION**

### **4.1        Burden and Standard of Proof**

The CCES shall have the burden of establishing that a competition manipulation violation has occurred. The standard of proof shall be whether the CCES has established the commission of a competition manipulation violation on a balance of probabilities. Where the applicable rules place the burden of proof on the *Participant* alleged to have committed a competition

manipulation violation to rebut a presumption or to establish facts or circumstances, the standard of proof shall also be on a balance of probabilities.

*[Comment to Rule 4.1: This standard of proof implies that, on the preponderance of the evidence, it is more likely than not that a breach of the CPPCM has occurred. In other words, it must be established that the occurrence of the breach is more probable than its non-occurrence, or, in percentage terms, that there is a 51% chance that the breach occurred.]*

#### **4.2 Methods of Establishing Facts and Presumptions**

Facts related to breaches of the CPPCM may be established by any reliable means, including admissions. The *Tribunal* shall apply the relevant and applicable evidentiary rules in relation to the admissibility and weight given to any evidence filed.

### **RULE 5 REPORTING**

Any individual may report an alleged breach of the CPPCM by a *Participant* to the CCES directly or through the [CCES Integrity Hotline](#).

#### **5.1 Direct Knowledge**

A *Participant* has an obligation to report a potential breach of the CPPCM as soon as possible, if that *Participant* is approached by any person who offers or provides any type of *Benefit* to that *Participant* to:

- a) influence the outcome or any other aspect of any *Competition*; or
- b) to provide *Inside Information*.

#### **5.2 Indirect Knowledge or Suspicion**

In the event the *Participant* knows, suspects or becomes aware of any incident, fact or matter (or of which they ought to have been reasonably aware) that any other *Participant* or other individual has committed a competition manipulation violation, including approaches or invitations that have been received by another *Participant* to engage in conduct that could amount to a competition manipulation violation, it shall be the *Participant's* obligation to report such knowledge or suspicion to the CCES as soon as possible.

#### **5.3 Continuing Obligation**

A *Participant* shall have a continuing obligation to report any new knowledge or suspicion regarding any competition manipulation violation even if the *Participant's* prior knowledge or suspicion has already been reported.

#### **5.4 Anonymous Reports**

- 5.4.1 Any individual who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may report a potential breach of the CPPCM to the CCES and request that their identity be kept confidential.
- 5.4.2 If the CCES considers that it is unnecessary to keep the individual's identity confidential, they shall inform the individual. However, the CCES may not reveal the identity of the individual without the individual's express consent.

## **RULE 6            INVESTIGATIONS**

Any alleged breach of the CPPCM by a *Participant* may be investigated by the CCES.

### **6.1        Investigation**

- 6.1.1    The CCES shall conduct an investigation into alleged breaches of the CPPCM by a *Participant*. Any such investigation may be carried out by the CCES internally, or, where the CCES considers that it is necessary or appropriate, by the CCES engaging an external investigator. Any external investigator engaged by the CCES shall have appropriate training or experience and shall not be in a conflict-of-interest situation and should have no connection to any party, including the relevant *Sport Organization*.
- 6.1.2    The investigation may take any form as decided by the CCES (or the investigator engaged by the CCES) and may include interviews with the *Participant* or any other witness relevant to the alleged breach of the CPPCM.
- 6.1.3    The *Participant* or other person shall have the right to have legal counsel or another representative attend the interview(s) at the *Participant's* or other person's sole expense.
- 6.1.4    The interview may be recorded. If recorded with the consent of the *Participant* or other person, the recorded interviews may be used for transcription and evidentiary purposes and thereafter shall be retained for a minimum of three (3) years in a secure place following the conclusion of any investigation or following the conclusion of the proceedings before a *Tribunal*, whichever is later.
- 6.1.5    Transcripts of the recorded interview shall be provided to the *Participant* or other person, upon request, within a reasonable period of time following the conclusion of the interview.

### **6.2        Investigation Report**

- 6.2.1    Upon completion of the investigation, an investigation report shall be prepared that includes a summary of evidence. The report shall include an executive summary, which the CCES may share separately from the full report with the *Participant* and the *Sport Organization*.
- 6.2.2    The investigation report shall contain a non-binding opinion regarding whether an allegation (or, where there are several allegations, which allegations) should be heard by a *Tribunal* because they constitute a likely breach of the CPPCM, or whether the allegation(s) are frivolous, vexatious or made in bad faith.<sup>4</sup> The report may also include non-binding recommendations regarding the appropriate next steps (i.e., disciplinary procedures, further review or investigation).

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<sup>4</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the investigation must determine that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.



- 6.2.3 Where necessary to protect the identity of any person that participated in the investigation, names may be redacted and any witness testimony may be anonymized that may result in the identification of the individual.
- 6.2.4 If the investigation is not conducted internally by the CCES, the investigator's report will be provided to the CCES who shall disclose the full report to the relevant *Sport Organization* (and, as applicable, the relevant *Member* and/or *Affiliated Organization*). The CCES shall disclose, at its discretion, the full report or only the executive summary to the *Participant*. If necessary, and at the discretion of the CCES, other relevant individuals or organizations may be provided with an executive summary of the investigator's findings. Where necessary to protect sensitive and confidential information, the investigator may redact the report as needed.
- 6.2.5 The investigation report and any executive summary shall remain confidential once disclosed to the CCES, relevant *Sport Organization* (and, as applicable, the relevant *Member* and/or *Affiliated Organization*) and any other individual or organization. Except where there is a legal justification (i.e., privilege), any failure to respect this provision may be subject to a complaint and further disciplinary measures pursuant to the *Sport Organization's* disciplinary process.
- 6.2.6 Should the investigation determine that there are possible instances of offence under the *Criminal Code*, the CCES shall refer the matter to appropriate law enforcement agencies.

### **6.3 Cooperation**

- 6.3.1 No *Participant* shall:
- a) tamper with, damage, disable, destroy, or otherwise alter any evidence or other information related to any alleged competition manipulation violation; or
  - b) solicit or facilitate any other person to tamper with, damage, disable, destroy, or otherwise alter any evidence or other information related to any alleged competition manipulation violation.
- 6.3.2 During the course of an investigation, the *Participant* may be requested to provide information regarding the alleged competition manipulation violation. Any refusal to provide such information may result in an adverse inference being drawn against the *Participant* by the CCES, the investigator or the *Tribunal* or *Appeal Panel*, as applicable.

### **6.4 Provision of Objects or Information**

- 6.4.1 Any information provided to the CCES in the course of the investigation shall be:
- a) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a competition manipulation violation, or for the purpose of reporting to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations; and

- b) used solely by the CCES for the purposes of its investigation and prosecution of a competition manipulation violation.

## **6.5 Confidentiality**

6.5.1 Confidentiality of information obtained during the course of an investigation shall be ensured to the extent possible. Confidential information shall only be shared with persons with a need to know, such as where there is a need to share the information for the purpose of progressing the investigation. However, the CCES may need to share information to ensure that natural justice has been served.

## **RULE 7 RESULTS MANAGEMENT**

### **7.1 Notification of Potential Competition Manipulation Violations**

At such time that the CCES considers that the *Participant* may have committed a breach of the CPPCM, the CCES shall notify the *Participant* of:

- a) the provision(s) of the CPPCM that are alleged to have been breached;
- b) the relevant factual circumstances upon which the allegations are based;
- c) the relevant evidence that supports the alleged breach(es) of the CPPCM;
- d) their right to provide an explanation within a reasonable deadline established by the CCES, which shall not exceed twenty (20) days;
- e) any matter related to a *Provisional Measure*, including the right of the *Participant* to voluntarily accept a *Provisional Measure*; and
- f) the range of possible sanctions.

### **7.2 Request for Further Information**

Upon receipt of the *Participant's* explanation, if one is provided, the CCES may request further information and/or documents from the *Participant* to assess the veracity of their explanation. In such situations, the *Participant* may be granted additional time to provide the CCES with the requested information and/or documents as necessary.

### **7.3 Notice of Alleged Breach to *Participant***

If, after receipt of the *Participant's* explanation, or if the *Participant* does not provide an explanation, the CCES is (still) satisfied that the *Participant* has breached the CPPCM, they will notify the *Participant* of:

- a) the provision(s) of the CPPCM that are alleged to have been breached;
- b) the relevant factual circumstances upon which the allegations are based;
- c) the relevant evidence that supports the alleged breach(es) of the CPPCM;
- d) the sanction(s) sought by the CCES;
- e) their right to request a hearing before a *Tribunal* within no more than twenty (20) days of receipt of the notification, failing which the alleged breaches of the CPPCM and the sanction(s) sought by the CCES will be deemed to have been accepted;

- f) their right to waive a hearing and admit the alleged breach(es) of the CPPCM and accept the sanction(s) sought under the CPPCM within no more than twenty (20) days of receipt of the notification; or
- g) their right to admit the alleged breach(es) of the CPPCM within no more than twenty (20) days of receipt of the notification and have their sanction determined at a hearing before a *Tribunal*.

#### **7.4 Notification of Relevant Member and Affiliated Organizations**

The notifications in Rules 7.1 and 7.3 shall be provided to relevant *Member* and *Affiliated Organization(s)*, who shall not be permitted to *Publicly Disclose* any information included therein. The CCES, *Members* and *Affiliated Organizations* may only disclose the information contained in a notification sent under Rule 7.1 or 7.3 to persons or organizations with a need to know (this includes, where relevant, the Canadian Olympic Committee and the Canadian Paralympic Committee) until the CCES has made *Public Disclosure* as required by Rule 12.

## **RULE 8 PROVISIONAL MEASURES**

### **8.1 Provisional Measures**

The CCES may impose reasonable and proportionate provisional measures, including a *Provisional Suspension*, on a *Participant* where there is a particular ongoing risk to the sport. Where there is an ongoing risk to the sport, a *Provisional Suspension* may be imposed if the CCES determines that at least one of the following two conditions are met:

- a) a *Participant* has failed to comply with any part of Rule 6.3.1; or
- b) that:
  - i) there is a reasonable likelihood that the *Participant* has committed a competition manipulation violation punishable by a period of ineligibility greater than one (1) year;
  - ii) in the opinion of the CCES, the integrity of sport would be undermined in the absence of a *Provisional Suspension*; and
  - iii) the harm resulting from the absence of *Provisional Suspension* outweighs the hardship of the *Provisional Suspension* on the *Participant*.

### **8.2 Public Disclosure**

*Provisional Suspensions* shall be *Publicly Disclosed* by the CCES in accordance with Rule 12; however, no other provisional measure shall be made public.

### **8.3 Appeals**

Decisions by the CCES regarding the imposition of provisional measures, including a *Provisional Suspension*, may be appealed in accordance with the [Canadian Sport Dispute Resolution Code] [the procedural rules detailed below] [included as Appendix 3].

## **RULE 9 HEARINGS**

### **9.1 Jurisdiction of *Tribunal***

- 9.1.1 Where a hearing is required pursuant to Rule 7.3, the matter shall be referred to the *Tribunal* and shall be conducted in accordance with the [Canadian Sport Dispute Resolution Code] [the procedural rules detailed below] [included as Appendix 3].
- 9.1.2 The *Tribunal* shall have jurisdiction to determine whether the *Participant* has breached the CPPCM and, if so, to impose relevant sanctions in accordance with Rule 10.
- 9.1.3 The *Tribunal* shall apply the CPPCM to determine whether a *Participant* committed a competition manipulation violation and, if so, shall determine the sanctions for any competition manipulation violation found to have been committed. The *Tribunal* shall issue a reasoned decision justifying its conclusions and the sanction that may be imposed in accordance with the relevant and applicable provisions of the CPPCM.

### **9.2 Principles for a Fair Hearing**

- 9.2.1 The *Tribunal* shall consist of a single arbitrator and must not have had any prior involvement with the case. Upon appointment, the appointed arbitrator shall disclose to the parties to the hearing any circumstances likely to affect their impartiality.
- 9.2.2 All hearings must be conducted in a fair, timely, and impartial manner, and the *Participant* shall have a right to make submissions, file evidence, and be heard, whether orally or in writing, by the *Tribunal*.
- 9.2.3 The *Tribunal* shall determine the procedure to be followed at a hearing pursuant to the principles established in Rules 9.2.4 through to and including 9.2.14.
- 9.2.4 The *Tribunal* shall conduct the hearing in either English or French. Any *Participant* participating in a hearing shall have the right to an interpreter at the hearing. The identity and responsibility for the cost of the interpreter shall be determined by the *Tribunal*.
- 9.2.5 Hearings shall not be held in public.
- 9.2.6 The *Participant* has the right to be accompanied at the *Tribunal* hearing by legal counsel or another representative at their own expense. In addition, the cost of any translator or transcription services shall be at the cost of the party that requested the service.
- 9.2.7 The *Tribunal* shall convene a preliminary meeting of all parties by teleconference or videoconference to settle procedural matters.
- 9.2.8 The *Tribunal* shall conduct an oral hearing unless the *Participant* that is subject to the CCES's notification asserting a violation of the CPPCM and the CCES agree to a documentary hearing.
- 9.2.9 The *Tribunal* may conduct an oral hearing by video or teleconference or a combination of these means; in-person hearings may also be conducted where agreed by the parties and the *Tribunal*.

- 9.2.10 If the parties and the *Tribunal* agree to hold an in-person hearing, it shall be conducted in Canada in the municipality most convenient to the *Participant* that is subject to the CCES's notification asserting a violation of the CPPCM, unless impractical in the circumstances.
- 9.2.11 The *Tribunal* shall receive and consider evidence and submissions from all parties, including evidence from witnesses orally or in writing.
- 9.2.12 The relevant *Sport Organization* shall have the right to attend the hearing as an observer; in any event, the CCES will keep the *Sport Organization* fully apprised of the result of the hearing.
- 9.2.13 The *Tribunal* may proceed with a hearing in the absence of the *Participant(s)* if they fail to appear at the scheduled hearing without a valid justification.
- 9.2.14 Where necessary, the *Tribunal* may appoint an expert to assist or advise the *Tribunal*. Any such appointment is at the *Tribunal's* own expense.

### **9.3 Decisions of the Tribunal**

- 9.3.1 The *Tribunal* shall issue an operative decision no later than five (5) days after the conclusion of the hearing. The *Tribunal* shall issue a reasoned decision no later than twenty (20) days after the conclusion of the hearing that includes the full reasons for the decision and for any sanction(s) imposed.
- 9.3.2 Subject to Rule 12.5, the decision and written reasons of the *Tribunal* shall be public and shall be provided to the parties and the relevant *Sport Organization*, which may provide it to its *Members* and *Affiliated Organizations*. The reasoned decision shall also be provided to the relevant International Federation.
- 9.3.3 The *Tribunal's* decision may be appealed in accordance with Rule 11.

### **9.4 Costs**

- 9.4.1 The parties shall be responsible for their own costs, including legal fees and the costs of any witnesses; however, the *Tribunal* may order a party to reimburse all or part of its expenses where the conduct of a party has resulted in increased expenses for the other party and where a party's conduct throughout the proceedings has been demonstrably unreasonable and/or a party has acted in bad faith.
- 9.4.2 Any costs award shall be proportional in the circumstances, considering the nature of the case and the conduct of the parties.
- 9.4.3 Where the *Tribunal* orders the reimbursement of legal fees, any such order shall not exceed 60% of the legal fees actually incurred by the party seeking an award of costs.
- 9.4.4 The party seeking a reimbursement of its expenses shall inform the *Tribunal* and the other party(ies) no more than seven (7) days after being notified of the reasoned decision for which the reimbursement of expenses applies. The party shall provide a detailed description of the expenses claimed, and the alleged unreasonable and/or bad faith conduct.

## 9.5 Waiver of Hearing

- 9.5.1 A *Participant* against whom a violation of the CPPCM is asserted may admit that violation at any time, waive a hearing and accept the sanction(s) proposed by the CCES.
- 9.5.2 A *Participant* that fails to dispute a violation of the CPPCM asserted by the CCES within the time period specified in the notification sent by the CCES asserting the violation shall be deemed to have admitted the violation, to have waived a hearing and to have accepted the proposed sanction(s).
- 9.5.3 In cases where Rules 9.5.1 or 9.5.2 apply, a hearing before the *Tribunal* shall not be required. Instead, the CCES will issue a file outcome summary that includes the full reasons for the file outcome and the sanction(s) imposed. The file outcome summary will be provided to the *Participant* and the relevant *Sport Organization*, which may distribute it to its *Members* and *Affiliated Organizations* in accordance with the CPPCM.

## 9.6 Confidentiality

- 9.6.1 Confidentiality must be respected by the CCES, the *Participant(s)* and any other individual involved in an investigation, *Tribunal* hearing, and appeal process. Information shall only be shared with individuals on a need-to-know basis for the purpose of implementing and enforcing the CPPCM.
- However, at the conclusion of the case, the outcome of the case must be *Publicly Disclosed* in accordance with Rule 12. At a minimum, the decision of the *Tribunal* shall be *Publicly Disclosed*.

## RULE 10 SANCTIONS

### 10.1 Sanctions

The penalty for any competition manipulation violation determined by the *Tribunal* to have occurred in accordance with the hearing procedures set forth in the CPPCM shall be imposed by the *Tribunal* in application of this Rule 10 and in consideration of all relevant *Aggravating Circumstances* and *Mitigating Circumstances*. In every case, the penalty must be proportionate to the conduct that has occurred.

The following guidelines shall be taken into consideration when determining the appropriate sanction for a competition manipulation violation committed by a *Participant* under the CPPCM. The CCES, *Tribunal*, or *Appeal Panel*, as applicable, may also refer to the [International Olympic Committee's Guidelines for the Sanctioning of Competition Manipulation by Sports Organizations](#), as amended from time to time.

*[Comment to Rule 10.1: the language used in Rules 10.1.1 to 10.1.5 is deliberately non-mandatory. This is because there is minimal case law or other guidance available at the national or international level for the purpose of determining sanctions for competition manipulation violations. However, the sanctions specified in Rules 10.1.1 to 10.1.5 come from the International Olympic Committee's Guidelines for the Sanctioning of Competition Manipulation by Sports Organizations, which is the product of the contributions of international competition manipulation experts. The sanctions should therefore be read as more than a mere suggestion and should be carefully considered by Tribunals or Appeal Panel that apply to the CPPCM.]*

### 10.1.1 Sanction for *Betting*

The sanction for a violation of Rule 2.1 should be as follows:

- 10.1.1.1 Where the *Participant* engaged in *Betting* on occurrences and/or outcomes in a *Competition* in which the *Participant* directly participated (without manipulation): between a warning, with no period of suspension, and a three (3) year period of suspension and *Financial Consequences*, where determined appropriate by the CCES (under Rule 7.3(f)), or the *Tribunal* or *Appeal Panel*; or
- 10.1.1.2 Any other form of *Betting* (without manipulation): between a warning, with no period of suspension, and a two (2) year period of suspension and *Financial Consequences*, where determined appropriate by the CCES (under Rule 7.3(f)), or the *Tribunal* or *Appeal Panel*.

When determining the appropriate sanction under Rule 10.1.1, the *Tribunal* or *Appeal Panel* shall take into account the following *Aggravating Circumstances* or *Mitigating Circumstances*, as applicable, in addition to any other *Aggravating Circumstances* or *Mitigating Circumstances* that may apply:

- a) whether the *Participant* Bet on a *Competition* in which she/he participated;
- b) number and size of the *Bet(s)*; and
- c) the *Participant's* addiction to *Betting* or other specific personal circumstances.

### 10.1.2 Sanction for Bribery, *Manipulation of a Sport Competition* or Corrupt Conduct

- 10.1.2.1 For any violation of Rules 2.2, 2.3 or 2.4, the applicable sanction should be four (4) years where the competition manipulation violation is related to *Betting* and should be two (2) years where the competition manipulation violation is sport related. In either case, *Financial Consequences* may also be imposed.

When determining the appropriate sanction under Rule 10.1.2, the *Tribunal* or *Appeal Panel* shall take into account the following *Aggravating Circumstances* or *Mitigating Circumstances*, as applicable, in addition to any other *Aggravating Circumstances* or *Mitigating Circumstances* that may apply:

- A) planning and intention to manipulate;
- b) number and size of the *Bet(s)*;
- c) *benefits*;
- d) persuasion and coercion; and
- e) consequences to the overall integrity of the *Competition*.

*[Comment to Rule 10.1.2: Competition manipulation can be purely sports related or Betting related. Sports-related manipulation means manipulation for the sake of competitive advantage (e.g., by underperforming in the early stages of a tournament, a Participant or a team may be attempting to get an easier opponent in the later stages of the tournament). The Tribunal or Appeal Panel should always be clear on what constitutes manipulation and what distinguishes it from the sports strategy and tactics.]*

*Betting-related manipulation implies that the aim of the manipulation is to make bets successful. Manipulation related to the outcome of the Competition is often referred to as “match-fixing” whereas manipulation related to a specific aspect of a game unrelated to the final result (e.g., which player will score first), is termed “spot-fixing.” Both forms of betting-related manipulation are harmful to the integrity of sport and are equally punishable.]*

### 10.1.3 Sanction for *Inside Information*

10.1.3.1 For any violation of Rule 2.5, the applicable sanction should be between a warning with no period of suspension, and a three (3) year period of suspension and *Financial Consequences*, where determined appropriate by the CCES (under Rule 7.3(f)), or the *Tribunal* or *Appeal Panel*.

When determining the appropriate sanction under Rule 10.1.3, the *Tribunal* or *Appeal Panel* shall take into account the following *Aggravating Circumstances* or *Mitigating Circumstances*, as applicable, in addition to any other *Aggravating Circumstances* or *Mitigating Circumstances* that may apply:

- a) intention;
- b) persuasion and coercion;
- c) nature and amount of information disclosed; and
- d) nature and amount of *Benefits*.

### 10.1.4 Sanction for Failure to Report and Failure to Cooperate

10.1.4.1 For any violation of Rule 2.6 or Rule 5, the applicable sanction should be between a warning with no period of suspension, and a two (2) year period of suspension where the breach of the CPPCM is a Failure to Report or a Failure to Cooperate (involving a failure to provide required assistance), or, where the breach involves obstructing or delaying an investigation, a suspension between one (1) and two (2) years. Where determined appropriate by the CCES (under Rule 7.3(f)), *Tribunal* or *Appeal Panel*, *Financial Consequences* may also be imposed.

When determining the appropriate sanction under Rule 10.1.4, the *Tribunal* or *Appeal Panel* shall take into account the following *Aggravating Circumstances* or *Mitigating Circumstances*, as applicable, in addition to any other *Aggravating Circumstances* or *Mitigating Circumstances* that may apply:

- a) availability of a reporting/whistleblowing mechanism and promotion and awareness of such a mechanism ensuring adequate levels of confidentiality and anonymity;
- b) culture of reporting and protection available;
- c) significance, content and amount of information that should have been reported or was intentionally concealed or destroyed during the investigation; and



- d) *Substantial Assistance* provided by the *Participant* during the investigation.

#### 10.1.5 Sanction for Deemed Competition Manipulation Violations

- 10.1.5.1 For any violation of Rule 2.7, the applicable sanction should be between a warning and no period of suspension, and/or up to a maximum period of permanent ineligibility. When determining the appropriate sanction within this range, the *Tribunal* or *Appeal Panel* shall consider the factors listed in Rules 10.1.1 to 10.1.4, as applicable, depending on the competition manipulation violation(s) in question.

#### 10.1.6 Scope of Suspension

- 10.1.6.1 Where a suspension is imposed pursuant to this Rule 10.1, the *Participant* shall be prohibited from participating in any business, activity, or *Competition* that falls under the authority of any *National Sport Organization*, its *Members and Affiliated Organizations*.

With respect to any *Participant*, a suspension shall include the disqualification and removal of any results, points, prizes, or medals obtained by the *Participant* in relation to the competition manipulation violation.

- 10.1.6.2 Regardless of Rules 10.1.1 to 10.1.5 above, a *Participant* who has been declared ineligible from taking part in the business, activity, or *Competitions* of any *National Sport Organization*, or those of its *Members and Affiliated Organizations* shall be permitted to receive accreditation or otherwise access a *Competition* or other business or activity if invited to do so by any *Sport Organization* only for the purpose of an authorized anti-gambling or anti-corruption education or rehabilitation program if the said program is organized or sanctioned by that *Sport Organization*.
- 10.1.6.3 In every case, any period of *Provisional Suspension* that has been respected by a *Participant* shall be credited toward the total period of ineligibility imposed by the *Tribunal*.

## 10.2 **Substantial Assistance**

- 10.2.1 *Substantial Assistance* provided by a *Participant* in the discovery of a competition manipulation violation by another *Participant* may, in the discretion of the CCES, suspend the effect of the penalty imposed by the *Tribunal* against the *Participant* in whole or in part.<sup>5</sup> The extent to which the penalty may be suspended shall be based on the seriousness of the competition manipulation violation committed by the *Participant* and the significance of the *Substantial Assistance* provided by the *Participant* to eliminate competition manipulation in sport.

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<sup>5</sup> Any decision by the CCES to not suspend the effect of a penalty imposed by the *Tribunal* shall not be subject to appeal.

10.2.2 If requested by the *Participant* seeking to provide *Substantial Assistance*, the CCES shall allow the *Participant* to provide the information to it subject to a *Without Prejudice Agreement*.

10.2.3 If the *Participant* fails to continue to cooperate and to provide complete and credible *Substantial Assistance* upon which the suspension of a penalty was based, the CCES shall reinstate the original penalty. Any decision to reinstate a penalty by the CCES may be appealed pursuant to Rule 11.

### **10.3 Reporting to Other Authorities**

The CCES may report competition manipulation violations that also violate other laws and regulations to the competent administrative, professional, or judicial authorities. The CCES may also provide assistance to the relevant administrative, professional, or judicial authorities when requested or required.

### **10.4 Subsequent Competition Manipulation Violations**

If any *Participant* commits a competition manipulation violation during a period of ineligibility, it shall be treated as a separate competition manipulation violation under the CPPCM.

### **10.5 Enforcement and Breach of Sanction**

10.5.1 The relevant *Sport Organization* shall be responsible for ensuring that the *Participant* complies with any sanction imposed by the *Tribunal*.

10.5.2 If a *Participant* breaches the terms of any sanction imposed by a *Tribunal*, the case shall be referred back to the *Tribunal* that imposed the original sanction, that may, at their discretion, impose an additional sanction. The *Tribunal* shall also determine whether further written submissions or a further hearing is required.

## **RULE 11 APPEALS**

### **11.1 Decisions Subject to Appeal**

11.1.1 The following may be appealed exclusively to the Sport Dispute Resolution Centre of Canada (SDRCC) in accordance with the Canadian Sport Dispute Resolution Code, by either the *Participant* who is the subject of the decision being appealed, the CCES, or the relevant *Sport Organization*:

- a) any *Tribunal* decision that a competition manipulation violation has been committed;
- b) any *Tribunal* decision that no competition manipulation violation has been committed;
- c) any *Tribunal* decision imposing sanctions (or not imposing sanctions) for a competition manipulation violation;
- d) that the *Tribunal* lacks jurisdiction to rule on an alleged competition manipulation violation or its sanctions;
- e) any decision by the CCES to reinstate a penalty pursuant to Rule 10.2; or

- f) Any decision rendered by the CCES pursuant to the CPPCM, except where a right of appeal is specifically excluded.

#### **11.2 Decisions Remain in Effect While Under Appeal**

Any *Tribunal* decision appealed to the *Appeal Panel* shall remain in effect while under appeal unless the *Appeal Panel* orders otherwise.

#### **11.3 Scope of Review Not Limited**

The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. Any party to the appeal may submit evidence, legal arguments, and claims that were not raised in the first instance hearing so long as they arise from the same cause of action or same general facts or circumstances raised or addressed in the first instance hearing.

#### **11.4 Deference to *Tribunal***

In making its decision, the *Appeal Panel* is not required to give deference to the *Tribunal* whose decision is being appealed.

#### **11.5 Hearings before the SDRCC Appeal Tribunal**

11.5.1 The *Appeal Panel* shall be constituted and administered by the SDRCC Appeal Tribunal. The arbitrators hearing appeals shall be members of its roster of arbitrators.

11.5.2 Appeals of the decisions of the CCES or the *Tribunal* which are subject to appeal shall be conducted by panels of one arbitrator sitting as the *Appeal Panel*.

11.5.3 The rules of the SDRCC Appeal Tribunal as set out in the Canadian Sport Dispute Resolution Code shall apply to the proceedings of the *Appeal Panel* except with respect to matters that are specifically addressed in the CPPCM.

11.5.4 The appointed arbitrators shall have had no prior involvement with the case and, upon appointment, shall disclose to the parties any circumstances likely to affect their impartiality.

11.5.5 The parties before the *Appeal Panel* are:

- a) the parties before the *Tribunal*; or
- b) if there is no *Tribunal* decision, the CCES and the *Participant*, subject to a decision made by the CCES under the CPPCM.

11.5.6 The relevant *Sport Organization*, if not a party to the appeal, may attend the hearing as an observer; in any event, the CCES will keep the *Sport Organization* fully apprised of the result of the hearing.

#### **11.6 Deadline for Filing an Appeal**

The deadline for filing an appeal with the SDRCC Appeal Tribunal shall be twenty (20) days from the date of receipt of the *Tribunal's* final reasoned decision by the appealing party. Appeals shall be initiated within this deadline by filing a notice of appeal to the SDRCC Appeal Tribunal.

## **11.7 Proceedings before the *Appeal Panel***

- 11.7.1 The *Appeal Panel* shall have the power to regulate its procedures in a manner consistent with the Canadian Sport Dispute Resolution Code and Rules 9.2, *mutatis mutandis*.
- 11.7.2 The *Appeal Panel* shall, as soon as possible after the notice of appeal is filed and it is constituted by the SDRCC Appeal Tribunal, convene a preliminary meeting of all parties by teleconference to settle procedural matters.
- 11.7.3 In accordance with Rule 9.4, the *Appeal Panel* may grant reimbursement of expenses to any party as it directs.

## **11.8 Decisions**

- 11.8.1 Subject to Rule 12.5, the decision and written reasons of the *Appeal Panel* shall be public and shall be provided to the parties to the appeal and the relevant *Sport Organization*, which may, where applicable, provide it to its *Members* and *Affiliated Organizations*. The reasoned decision shall also be provided to the relevant International Federation (where applicable).
- 11.8.2 Unless there is agreement among the parties, the *Appeal Panel* shall:
- a) issue to the parties an initial decision no later than fifteen (15) days from the completion of the appeal hearing; and
  - b) issue to the parties a reasoned decision (either unanimously or by a majority) that includes the full reasons for the decision and for any period of ineligibility imposed, including (if applicable) a justification for why the maximum potential sanction was not imposed no later than forty-five (45) days from the completion of the appeal hearing.
- 11.8.3 The decision of the *Appeal Panel* shall be final, non-reviewable, non-appealable, and enforceable. No claim, arbitration, lawsuit, or litigation concerning the dispute shall be brought in any other court or tribunal.
- 11.8.4 If no appeal is brought against the decision, then the decision shall be *Publicly Disclosed*, subject to Rule 12.5.

## **RULE 12 PUBLICATION**

### **12.1 *Public Disclosure***

No later than twenty (20) days after it has been determined in an appellate decision under Rule 11, or such appeal has been waived, or a hearing in accordance with Rule 9 has been waived, or the assertion of a competition manipulation violation has not otherwise been timely challenged, or the matter has been resolved under Rule 7.3.b, the CCES must *Publicly Disclose* the disposition of the matter including the provision(s) of the CPPCM that the *Participant* violated, the name of the *Participant* that committed the violation, and the sanction imposed. The CCES must also *Publicly Disclose* within twenty (20) days the results of appellate decisions rendered by the SDRCC Appeal Tribunal, including the information described above.

## **12.2 CPPCM Public Notice and Comment**

After a breach of the CPPCM has been determined to have been committed in an appellate decision under Rule 11 or such appeal has been waived, or in a hearing in accordance with Rule 9 or where such hearing has been waived, or the assertion of a breach of the CPPCM has not otherwise been timely challenged, or the matter has been resolved under Rule 7.3.b, the CCES may make public such determination or decision and may comment publicly on the matter.

## **12.3 Exceptions to *Public Disclosure***

In any case where it is determined, after a hearing or appeal, that a *Participant* did not breach the CPPCM, the fact that the decision has been appealed may be *Publicly Disclosed*. However, the decision itself and the underlying facts may not be *Publicly Disclosed* except with the consent of the *Participant* who is the subject of the decision. The CCES shall use reasonable efforts to obtain such consent, and if consent is obtained, shall *Publicly Disclose* the decision in its entirety or in such redacted form as the *Participant* may approve. In addition, there shall be no *Public Disclosure* requirement in cases where the *Tribunal* or *Appeal Panel*, as applicable, do not impose a period of suspension (for example, where the *Participant* is given a warning or is required to complete training or further education).

## **12.4 Requirements**

Publication shall be accomplished at a minimum by placing the required information on the CCES's website or publishing it through other means and leaving the information up for the longer of one (1) month or the duration of any sanction. Decisions may also be published on the SDRCC's website.

## **12.5 Redactions**

The *Tribunal* and/or *Appeal Panel*, as applicable, may, upon the request of a party, redact parts of a decision to protect confidential or sensitive information. The other parties shall be provided with an opportunity to respond to such a request; however, the decision of the *Tribunal* or *Appeal Panel*, as applicable, shall be final and not subject to appeal.

## **12.6 *Minors and Vulnerable Participants***

The mandatory *Public Disclosure* required in Rule 12.1 shall not be required where the *Participant* who has been found to have committed a breach of the CPPCM is a *Minor* or a *Vulnerable Participant*.

# **RULE 13 IMPLEMENTATION OF DECISIONS**

## **13.1 Automatic Binding Effect of Decisions**

Any decision rendered by the CCES, the *Tribunal* or *Appeal Panel* pursuant to the CPPCM or any policy, rules, or regulations used to implement the CPPCM (i.e., the *Discipline and Complaints Policy*), as well as any decision made by a criminal authority, shall be automatically binding on the relevant *Sport Organization*, its *Members* and *Affiliated Organizations* and all other *Sport Organizations* in Canada. This includes, without limitation, decisions by the CCES imposing a *Provisional Suspension*; a decision by the *Tribunal*; and a decision by the *Appeal Panel*.

*[Comment to Rule 13.1: The purpose of this rule is to prevent Participants banned from one competition, sport or jurisdiction from being able to evade sanctions by simply changing to another competition, sport, role within the sport or jurisdiction.]*

### **13.2 Automatic Recognition and Implementation of Decisions by Sport Organizations**

The relevant *Sport Organization*, its *Members* and *Affiliated Organizations* (where applicable), and all other *Sport Organizations*, shall recognize and implement a decision and its effects as required by Rule 13.1, without any further action required, on the date that they receive the decision.

### **13.3 Recognition and Implementation of Decisions by other Sport Organizations**

The relevant *Sport Organization*, its *Members* and *Affiliated Organizations* (where applicable) shall implement any decision that determines that a *Participant* has committed a competition manipulation violation and any sanctions imposed by another *Sport Organization*, provided that such decision was rendered under the authority of the *Sport Organization* and in accordance with rules that otherwise comply with the CPPCM.

## **RULE 14 GENERAL**

### **14.1 Limitations**

No action may be commenced under the CPPCM against any *Participant* for any competition manipulation violation unless the *Participant* is notified of the competition manipulation violation, or notification has been reasonably attempted, within two (2) years from the date that the alleged competition manipulation violation is asserted to have occurred.

*[Comment to Rule 14.1: For the avoidance of doubt, if Rule 14.1 is otherwise complied with, it cannot be invoked to permanently stay proceedings where the investigation and/or results management phase exceeds two (2) years from the date on which the competition manipulation violation is asserted to have occurred.]*

### **14.2 Headings**

Headings within the CPPCM are for the purpose of guidance only and do not form part of the CPPCM itself. Nor do they inform or affect the language of the provisions to which they refer.

### **14.3 Validity**

In the event any provision of the CPPCM is determined invalid or unenforceable, the remaining provisions shall not be affected. The CPPCM shall not fail because any part is held to be invalid.

### **14.4 Waiver of Rights**

Except as otherwise stated herein, failure to exercise or enforce any right conferred by the CPPCM shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

### **14.5 Time Periods**

Unless otherwise specified, time periods in the CPPCM are total consecutive days irrespective of weekends or holidays. When a deadline falls on a weekend or statutory holiday, the next business day shall be the deadline for the purpose of the CPPCM.

**14.6 Effective Date**

The CPPCM is applicable prospectively to competition manipulation violations occurring on or after the date that the CPPCM becomes effective. The CPPCM comes into full force and effect on [insert] and shall be effective on the date specified in each *Sport Organization's* Adoption Contract. The Rules in the CPPCM shall not apply retroactively to any matters pending before the *Sport Organization's* designated effective date.

**14.7 Official Text**

The English and French language versions of the CPPCM are equally authoritative.

**14.8 Comments**

The comments annotating various provisions of the CPPCM shall be used to interpret the CPPCM.

**RULE 15 IMPLEMENTATION**

**15.1 Implementation of the CPPCM**

Adopting *Sport Organizations* shall implement the CPPCM within their own jurisdiction as of the Effective Date, including promptly creating and providing suitable educational materials to all *Participants*.

## APPENDIX 1 – DEFINITIONS

**Affiliated Organization:** the clubs or local association members of a *Member*.

**Aggravating Circumstances:** when determining a final sanction, the *Tribunal* or *Appeal Panel*, as applicable, may consider the following aggravating factors:

- a) the seriousness and number of provisions of the CPPCM breached by the *Participant*;
- b) planning, intention and extent of effort invested when committing the competition manipulation violation;
- c) refusal of the *Participant* to participate in training or educational modules;
- d) the *Participant's* high degree of culpability;
- e) the absence of the *Participant's* remorse;
- f) if the *Participant* failed to comply with the obligation to cooperate and provide assistance during the investigation;
- g) prior disciplinary record related to conduct prohibited in the CPPCM;
- h) context and motivation of the competition manipulation violation including personal relationships, financial situation, medical conditions, and other specific personal circumstances;
- i) the violation affecting or having the potential to affect the course or result of a *Competition* and the overall integrity of the *Competition*;
- j) whether the *Participant* was forced, blackmailed, or otherwise coerced to commit the competition manipulation violation;
- k) number and size (i.e., value) of *Bets*;
- l) whether the *Participant* knowingly *Bet* with an illegal bookmaker in order to avoid using a bookmaker who has a regulatory requirement to report the *Participant's Betting* activity to the relevant *Sports Organization*;
- m) youth or inexperience of the *Participant* e.g., if the *Participant* is older and has competed in the top level of their sport for a long time, it can be presumed that she/he should have been aware of the rules; or
- n) type and amount of information that should have been reported or was intentionally concealed or destroyed during the investigation.

**Appeal Panel:** the panel constituted by the SDRCC Appeal Tribunal to hear an appeal under Rule 11 of the CPPCM.

**Athlete Support Person:** Any coach, trainer, manager, agent, team staff, medical, paramedical personnel, parent, or any other person working with, treating or assisting an athlete participating in or preparing for *Competition*.



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

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

**Bet or Betting:** any form of speculation involving a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a *Competition*.

**Competition:** any sports competition, tournament, game, match, or event, organized, recognized, or sanctioned in accordance with the rules of, as applicable, the *National Sport Organization*, its *Members*, or its *Affiliated Organizations*. *Competitions* shall also include any sports competition, tournament, game, match, or event that is organized, recognized, or sanctioned by a *National Sport Organization*, its *Members*, or its *Affiliated Organizations* on behalf of another organization.

**Consideration:** anything of value except for money.

**Financial Consequences:** means any financial sanction imposed under the CPPCM under Rule 10.1 that shall not exceed the greater of \$10,000 or the amount won by the *Participant*. When determining the amount of any financial sanction, the *Tribunal* or *Appeal Panel*, as applicable, may consider, without limitation, the *Participant's* capacity to pay any *Financial Consequence* imposed and the costs of the investigation and/or adjudication process. The imposition of any *Financial Consequences* against a *Participant* shall take the principle of proportionality into account. Any financial sanction imposed by the *Tribunal* or *Appeal Panel* must be discharged as a condition of the *Participant's* reinstatement with any *Sport Organization*. In addition, any money recovered through the imposition of *Financial Consequences* shall be managed by the CCES and shall be used to cover the costs of pursuing competition manipulation violations, the administration of the CPPCM, establishing a fund to investigate and/or prosecute competition manipulation violations discovered in the future, or competition manipulation education.

*[Comment to Financial Consequences: The CCES shall issue an annual report regarding any amounts collected as a financial sanction under the CPPCM and the manner in which it was or will be used.]*

**Information in the Public Domain:** information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular *Competition*.

**Inside Information:** information about the likely participation or likely performance of an athlete in a *Competition* or concerning the weather, conditions, status, outcome, or any other aspect of a *Competition* which is known by a *Participant* by virtue of their position in relation to a sport or *Competition* and is not *Information in the Public Domain* or accessible to the public.

**Major Event Organization:** any multi-sport organization that functions as the ruling body for any continental, regional, national, or other international event.

**Manipulation of a Sport Competition:** an intentional arrangement, act, or omission aimed at an improper alteration of the result, the course of, or any aspect of a *Competition* in order to remove all or part of the unpredictable nature of the *Competition* with a view to obtaining a *Benefit* for oneself or for others. *Manipulation of a Sport Competition* shall not include resting players/athletes for a legitimate competitive objective such as the development of the team or other players, or the management of player fatigue or injuries.

**Member:** the provincial and/or territorial *Sport Organizations* identified by the *National Sport Organization* as the provincial or territorial governing body for their sport in their province or territory.

**Minor:** any *Participant* who is under the age of majority at the time and in the jurisdiction where the alleged breach of the CPPCM has occurred.

*[Comment to Minors: Minors are considered to be any individual who is under the age of majority in their province/territory. The age of majority is 18 in Alberta, Manitoba, Ontario, Prince Edward Island, Quebec and Saskatchewan. The age of majority is 19 in British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, and Yukon.]*

**Mitigating Circumstances:** when determining a final sanction, the *Tribunal* or *Appeal Panel*, as applicable, may consider the following mitigating factors:

- a) the seriousness and number of provisions of the CPPCM breached by the *Participant*;
- b) whether the *Participant* engaged in limited or no planning, intention or effort when committing the competition manipulation violation;
- c) the agreement of the *Participant* to participate in training or educational modules;
- d) timely admission of guilt by the *Participant*;
- e) the *Participant's* limited degree of culpability;
- f) whether the *Participant* displayed genuine remorse;

- g) *Substantial Assistance* and cooperation provided by the *Participant* during the investigation and willingness to cooperate in future education programs;
- h) the *Participant's* disciplinary record (e.g., whether they have no/few previous offences);
- i) any personal relationship, financial situation, medical condition, or other specific personal circumstances that could have influenced the *Participant* to commit the competition manipulation violation;
- j) whether the violation impacted or had the potential to affect the course or result of a *Competition* and the overall integrity of the *Competition*;
- k) whether the *Participant* was forced, blackmailed, or otherwise coerced into committing the competition manipulation violation;
- l) the number and size (i.e., value) of *Bets*;
- m) the youth or inexperience of the *Participant*, e.g. if the *Participant* is young, she/he may have limited awareness of the rules; or
- n) the type and amount of information that was reported.

**National Sport Organization:** the organization identified as the national governing body for a sport in Canada and which has signed an Adoption Contract with the CCES.

**Provisional Suspension:** means that the *Participant* is barred temporarily from participating in any capacity in any *Competition* or activity of any *Sport Organization* prior to the decision rendered in a hearing conducted pursuant to the CPPCM.

**Public Disclosure:** the dissemination or distribution of information to the general public or persons or organizations beyond those persons or organizations entitled to earlier notification in accordance with Rule 7.4.

**Sport Organization:** any of the following entities: a *National Sport Organization*; a national multi-sport organization; a National Sport Centre; a National Sport Institute; a *Member* or *Affiliated Organization* of a *National Sport Organization*; and any other *Sport Organization* in Canada, provided each has specifically adopted the CPPCM.

**Substantial Assistance:** the provision of information by a *Participant* charged with a competition manipulation violation to the CCES, or a criminal, administrative, or judicial authority that permits the CCES or the criminal, administrative, or judicial authority to discover a competition manipulation violation or criminal or professional offence committed by another *Participant* or other individual that falls under the jurisdiction of the criminal, administrative, or judicial authority. To benefit from *Substantial Assistance*, the *Participant* must fully disclose in a signed written statement or recorded interview all information that they possess in relation to the competition manipulation violation or criminal or professional offence and must fully cooperate with the investigation or adjudication of any such offence related to that information. Further, the information provided must be credible

and must comprise an important part of any case or proceeding which is initiated or, if no case or proceeding is initiated, must have provided a sufficient basis on which a case or proceeding could have been brought.

***Tribunal:*** the hearing body constituted by SDRCC to conduct the independent internal first instance hearing to determine whether a competition manipulation violation was committed by a *Participant*, and if so, the appropriate consequences.

***Vulnerable Participant:*** any *Participant* that is at an increased risk of committing a competition manipulation violation under the CPPCM, that has a diagnosed gambling addiction, and/or that may be subject to coercion, often due to age, gender, race, poverty, Indigeneity, sexual orientation, gender identity or expression, disability, psychosocial or cognitive ability, and their intersections. *Vulnerable Participants* include individuals who are not able to provide informed consent.

***Wager:*** a *Bet* involving money or *Consideration* or any other form of financial speculation.

***Without Prejudice Agreement:*** a written agreement between the CCES and a *Participant* that allows the *Participant* to provide information to the CCES in a defined time-limited setting with the understanding that, if an agreement for *Substantial Assistance* is not finalized, the information provided by the *Participant* in this particular setting may not be used by the CCES against the *Participant* in any proceeding under the CPPCM, and that the information provided by the CCES in this particular setting may not be used by the *Participant* against the CCES in any proceeding under the CPPCM. Such an agreement shall not preclude the CCES or *Participant* from using any information or evidence gathered from any source other than during the specific time-limited setting described in the agreement.

## APPENDIX 2 – EXAMPLES OF SPORT STRATEGY

For the purposes of Rule 2.3.1 of the CPPCM, some practices in sport may be understood as the *Manipulation of a Sport Competition*; however, that conduct may be in accordance with standard sets of behaviour or actions accepted in sport. The following are examples of behaviours or actions that do not constitute the *Manipulation of a Sport Competition*:

- a) drafting, for example, in an open water swimming race or in a triathlon race;
- b) selecting specific athletes for a qualification event to maximise entry quotas of the associated club or representative team/squad;
- c) resting players/athletes for a legitimate competitive objective such as the development of the team or other players, or the management of player fatigue or injuries;
- d) resting players/athletes from a match or race of a *Competition* to maximize a team performance in the finals;
- e) not selecting a player for an entire series or tour to provide them with an extended rest period in preparation for a future series or tour; or
- f) playing a reserve in a preliminary round game where the result of the game will have no bearing on the team's placing in their pool.

Examples of *Manipulation of a Sport Competition* where a *Participant* participates (whether by act or omission) in improperly making an *Attempt* to remove all or part of the unpredictable nature of a *Competition* to obtain a *Benefit* for themselves or others include, but are not limited to:

- a) intentionally conceding points;
- b) pre-arranging the outcome, or the course of a *Competition*, including through influencing athlete selections and strategy;
- c) deliberate underperformance (also known as "tanking") in any manner (through selections or not playing to a person's merits), including for the intention to progress to an easier draw, or for the intention of benefiting a "friendly" opponent; and
- d) intentional unfair or incorrect officiating.

## **APPENDIX 3 – CANADIAN SPORT DISPUTE RESOLUTION CODE PROCEDURAL RULES**

The rules of the SDRCC as set out in the [Canadian Sport Dispute Resolution Code](#) shall apply to the proceedings of the *Tribunal and Appeal Panel*, as applicable, except with respect to matters that are specifically addressed in the Rules.