

CODE OF CONDUCT IN RELATION TO BETTING, WAGERING AND IRREGULAR MATCH RESULTS

In Force: 18/11/2017



1. PREAMBLE

Every athlete has the right to compete in clean and fair sport which is free from manipulation.

It is a fundamental principle of sport that the outcome of a match is determined by the skill of the players, and anything that attacks the integrity of a match brings the whole of a sport into disrepute.

Protection against any attempt to gain advantages (personal advantage or advantage for others) by not making best efforts shall also be considered as a serious offence that can bring the sport into disrepute.

Severe penalties apply, including the possibility of exclusion from badminton for life, to any person covered under this code (Covered Person) who is determined to have influenced or attempted to influence the normal outcome of progress of a match as determined by the skills and tactics of the players involved, typically but not always, for personal financial gain.

Acknowledging the danger to sports integrity from the manipulation of sports competitions, the BWF restates its commitment to safeguarding the integrity of sport, including the protection of clean athletes and competitions as stated in Olympic Agenda 2020.

Due to the complex nature of this threat, the BWF recognises that it cannot tackle this threat alone, and hence cooperation with public authorities, in particular law enforcement and sports betting entities is crucial.

This Code establishes regulations that are in compliance with the *Council of Europe Convention on the Manipulation of Sports Competitions*, in particular Article 7.

The BWF declares its commitment to support the integrity of sport and fight against manipulation of competitions by adhering to the standards set out in this Code and by requiring its Members and the five Continental Confederations to do likewise.

1.1. Definition

- 1.1.1. **Bet, Betting, Sports Betting:** refers to any Wager of a stake of monetary value in the expectation of a prize of a monetary value, subject to a future and uncertain occurrence related to a sports competition.
- 1.1.2. **BWF:** refers to Badminton World Federation.
- 1.1.3. **CAS:** refers to Court of Arbitration for Sport.
- 1.1.4. **Consideration:** refers to anything of value except for money.
- 1.1.5. **Corruption Offence:** refers to any offence described in Clauses 3.
- 1.1.6. **Covered Person:** refers to any Player, Related Person, or Tournament Support Personnel.
- 1.1.7. **Decision:** refers to a decision by the BWF regarding the commission of a Corruption Offence.
- 1.1.8. **Demand:** refers to a written demand for information issued by the BWF to any Covered Person.

- 1.1.9. **Event:** refers to badminton tournaments sanctioned by the BWF and any other international badminton event where Players participate in.
- 1.1.10. **Hearing:** refers to a hearing before a disciplinary panel in accordance with BWF disciplinary procedure
- 1.1.11. **Information in the Public Domain:** refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.
- 1.1.12. **Inside Information:** refers to information about the likely participation or likely performance of a Player in an Event or concerning any other aspect of an Event which is known by a Covered Person and is not information in the public domain.
- 1.1.13. **Manipulation of sports results/match fixing:** influencing the course or the result of a sports event in order to obtain advantage for oneself or for others and to remove all or part of the uncertainty normally associated with the results of a competition.
- 1.1.14. **Member:** refers to BWF Members, BWF Associate Members and the five Continental Confederations for badminton.
- 1.1.15. **Notice:** refers to written Notice sent by the BWF to a Covered Person.
- 1.1.16. **Player:** refers to any player who enters or participates in any badminton competition, Event or activity organised or sanctioned by the BWF or any governing body.
- 1.1.17. **Provisional Suspension:** refers to a period of ineligibility imposed by the BWF before a Hearing has taken place.
- 1.1.18. **Related Person:** refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person or a BWF Member.
- 1.1.19. **Staff:** refers to paid or non-paid staff who are working in any capacity for the BWF or one of the five Continental Confederations.
- 1.1.20. **Substantial Assistance:** refers to assistance given by a Covered Person to the BWF that results in the discovery or establishing of a Corruption Offence by another Covered Person.
- 1.1.21. **Tournament Support Personnel:** refers to any tournament director, owner, operator, employee, agent, contractor, tournament volunteer, technical official (referee, umpire, line judge), or any similarly situated person at an Event at the request of Tournament Support Personnel.
- 1.1.22. **Wager:** refers to a Bet or Wager of money or Consideration or any other form of financial speculation.

2. APPLICABILITY AND SCOPE

- 2.1. This Code shall apply to all Covered Persons who participate in, assist in or prepare Players to participate in Events. Each Covered Person shall be automatically bound by, and be required to comply with, this Code by virtue of such participation, assistance or preparation.
- 2.2. It shall be the personal responsibility of every Covered Person to make himself or herself aware of this Code including, without limitation, what conduct constitutes a violation of this Code and to comply with those requirements. Covered Persons should also be aware that conduct prohibited under this Code may also constitute a criminal offence and/or a breach of other applicable laws and regulations. Covered Persons must comply with all applicable laws and regulations at all times.
- 2.3. Notice under this Code to a Covered Person who is under the jurisdiction of a BWF Member may be accomplished by delivery of the Notice to the Member concerned. The Member shall be responsible for making immediate contact with the Covered Person to whom the Notice is applicable.

3. CORRUPTION OFFENCES

- 3.1. The following are considered offences under this Code:

Failure to Complete / Use Best Efforts

- 3.1.1. Any Player failing to complete a match in progress unless reasonably unable to do so.
- 3.1.2. Any Player not using one's best efforts to win a match.

Betting / Wagering

- 3.1.3. No Player who is registered on the most recent BWF World Ranking list shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Events or any other international badminton competition irrespective of the Player participating in the Event or not.

For the avoidance of doubt this means that no such Player is allowed to participate in any Betting or Wagering activities in badminton.

- 3.1.4. No Staff shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Events or any other international badminton competition irrespective of the Staff participating in the Event or not.

For the avoidance of doubt this means that no such Staff is allowed to participate in any Betting or Wagering activities in badminton.

- 3.1.5. No BWF or Continental Confederation certificated or accredited referee or BWF or Continental Confederation certificated or accredited umpire shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Events or any other international badminton competition irrespective of the referee or umpire participating in the Event or not.

For the avoidance of doubt this means that no such referee or umpire is allowed to participate in any Betting or Wagering activities in badminton.

- 3.1.6. No Covered Person shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Event or any other international badminton competition at which they are participating or involved in in any capacity.

The period of the Event shall be from the time of when the draw for the competition is made until the completion of the last match of the competition for that Event.

- 3.1.7. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet or Wager on the outcome or any other aspect of any Event or any other badminton competition.

Best Efforts

- 3.1.8. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.

- 3.1.9. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.

- 3.1.10. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.

Inside Information

- 3.1.11. No Covered Person shall directly or indirectly use inside information to Bet or Wager on the outcome or any other aspect of any Event or any other international badminton competition irrespective of the Player participating in the Event or not

- 3.1.12. No Covered Person shall directly or indirectly provide any other person with inside information for the purposes of Betting, or Wagering on the outcome or any other aspect of any Event or any other international badminton competition irrespective of whether the Bet or Wager is actually placed.

- 3.1.13. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.

- 3.1.14. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.

- 3.1.15. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

Other

- 3.1.16. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offence; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offence.

- 3.1.17. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

- 3.1.18. No Covered Person may be employed or otherwise engaged by a company which accepts Wagers on Events

Reporting

- 3.1.19. Any Player not reporting to the BWF at the first available opportunity, an approach by a person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any aspect of any Event, or (ii) provide Inside Information.
- 3.1.20. Any Player not reporting to the BWF at the first available opportunity, any knowledge or suspicion that any other Covered Person or other person has committed a Corruption Offence.
- 3.1.21. Any Player not reporting to the BWF at the first available opportunity, any knowledge or suspicion that any Covered Person has been involved in an incident described in 3.1.2.
- 3.1.22. Any Player not reporting to the BWF at the first available opportunity, any new knowledge or suspicion regarding any Corruption event following the reporting of an alleged Corruption Offence.

For avoidance of doubt, Players have a continuing obligation to report any new knowledge of suspicion regarding any Corruption Offence.

- 3.1.23. Any Related Person and Tournament Support Personnel not reporting to the BWF at the first available opportunity, any approach by any person who offers or provides any type of money, benefit or Consideration to a Related Person and Tournament Support Personnel to (i) influence the outcome or any aspect of any Event, or (ii) provide Inside Information.
- 3.1.24. Any Related Person and Tournament Support Personnel not reporting to the BWF at the first available opportunity, any knowledge or suspicion that any other Covered Person or other individual has committed a Corruption Offence.
- 3.1.25. Any Related Person and Tournament Support Personnel not reporting to the BWF at the first available opportunity, any new knowledge or suspicion regarding any Corruption event following the reporting of an alleged Corruption Offence.

For avoidance of doubt, Related Persons and Tournament Support Personnel have a continuing obligation to report any new knowledge of suspicion regarding any Corruption Offence.

Cooperation / Tampering with Evidence

- 3.1.26. Any Covered Person failing to cooperate with investigations conducted by the BWF including giving evidence at hearings, if requested.
- 3.1.27. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offence.

4. ADDITIONAL MATTERS

- 4.1. Each Player shall be responsible for any Corruption Offence committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offence and failed to report such knowledge pursuant to the reporting obligations set forth in this Code or (ii) assisted the commission of a Corruption Offence. In such event,

the disciplinary panel shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offence.

For a Corruption Offence to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.

- 4.2. Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offence, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offence.
- 4.3. A valid defence may be made to a charge of a Corruption Offence if the person alleged to have committed the Corruption Offence (a) promptly reports such conduct to the BWF and (b) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

5. DISCIPLINARY ACTION

- 5.1. Any Covered Person who commits any Corruption Offence defined in this code shall be deemed to have breached this Code. Breaches of this code constitute the basis for disciplinary action against the Covered Person.
- 5.2. The disciplinary process may lead to a Covered Person being fined, banned from entering an arena or an arena floor for a stipulated period, banned from the sport for a period of time or for life or any other disciplinary action defined in the BWF Judicial procedures.

A Disciplinary Committee may also cancel a match result (i.e. take the result off the world ranking list for that event).

6. INVESTIGATIONS & PROCEDURES

- 6.1. The BWF or their appointed investigators and agents shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the BWF, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offence.
 - 6.1.1. The date and time of all interviews shall be determined by the BWF, giving reasonable allowances for Covered Persons' tournament and travel schedules.
 - 6.1.2. The Covered Person shall have the right to have counsel attend the interview(s).
 - 6.1.3. The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the BWF for a minimum of 3 years in a secure place.
 - 6.1.4. The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the BWF.
 - 6.1.5. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
 - 6.1.6. All Covered Persons must cooperate fully with investigations conducted by the BWF or their appointed investigators and agents including answering any reasonable question when being interviewed and giving evidence at hearings, if requested.

- 6.1.7. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offence.
- 6.1.8. A Covered Person who is subject to an investigation carried out by the BWF must not;
 - 6.1.8.1. Provide any inaccurate information
 - 6.1.8.2. Omit any relevant information which is requested
 - 6.1.8.3. Fail to comply with a requirement imposed on them
 - 6.1.8.4. Deliberately mislead or by an overt act, or endeavour to mislead
- 6.1.9. If the BWF believes that a Covered Person may have committed a Corruption Offence, the BWF may make a Demand to any Covered Person to furnish to the BWF any information or equipment or device holding such information regarding the alleged Corruption Offence, including, without limitation,
 - 6.1.9.1. records relating to the alleged Corruption Offence (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, Facebook, Twitter and other social media accounts, banking statements, betting records, internet service records, mobile devices and tablets, computers, hard drives and other electronic information storage devices),

and
 - 6.1.9.2. a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offence. The Covered Person shall furnish such information within seven (7) business days of the making of such Demand, or within such other time as may be set by the BWF.
- 6.1.10. Any information furnished to the BWF shall be
 - 6.1.10.1. kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offence, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations

and
 - 6.1.10.2. used solely for the purposes of the investigation and prosecution of a Corruption Offence.
- 6.2. By participating in any Event, or accepting accreditation at any Event, a Covered Person contractually agrees to waive and forfeit any rights, defences, and privileges provided by any law in any jurisdiction to withhold information requested by the BWF. If a Covered Person fails to produce such information, the BWF may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.

- 6.3. If the BWF concludes that a Corruption Offence may have been committed, the BWF may in its sole discretion, Provisionally Suspend the person (s) involved and shall refer the matter to the Disciplinary Committee, and the matter shall proceed to a Hearing before the BWF in accordance with Clause 5.
- 6.4. Each Covered Person shall be determined to be immediately contactable at the most current postal address provided to a Governing Body including a Member. Any Notice delivered hereunder to a Covered Person at such address, shall be deemed to have been received by the Covered Person on date of delivery to such address in the confirmation of delivery provided by the courier service company. At its discretion, as an alternative to or in conjunction with the courier delivery, any other method of secure and confidential communication may be used, including, but not limited to hand delivery, facsimile or e-mail, provided that the burden of proving receipt via such alternative methods shall be on the sending party.
- 6.5. **Rights of the Accused Person**
- 6.5.1. In all procedures linked to violations of the present Code, the following rights shall be respected:
- a) The right to be informed of the charges; and
 - b) The right to know the possible penalties which might be imposed; and
 - c) The right to a fair, timely and impartial hearing either by appearing personally in front of the BWF and/or submitting a defence in writing; and
 - d) The right to be accompanied and/or represented.
- 6.6. **Burden and Standard of Proof**
- 6.6.1. The BWF shall have the burden of establishing that a violation has been committed. The standard of proof in all matters under this Code shall be the balance of probabilities, a standard that implies that on the preponderance of this evidence it is more likely than not that a breach of this Code has occurred.
- 6.7. **Confidentiality**
- 6.7.1. The principle of confidentiality shall be strictly respected by the BWF during all the procedure; information should only be exchanged with entities on a need to know basis. Confidentiality must also be strictly respected by any person concerned by the procedure until there is a public disclosure of the case.
- 6.7.2. The decision of a Disciplinary Committee will be published in accordance with the BWF Judicial Procedures, including making public the name of the Covered Person.