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SPORTS BETTING & INTEGRITY POLICY

1. Introduction

Acknowledging the danger to sports integrity from the manipulation of sports competitions, Badminton England restates, through the introduction of this Policy its commitment to safeguarding the integrity of the sport as stated in Olympic Agenda 2020. This Code also establishes regulations that are in compliance with the *Council of Europe Convention on the Manipulation of Sports Competitions* - in particular Article 7.

Any attempt to gain an advantage by not giving best efforts in a badminton match, whether for personal reasons or on behalf of others shall be considered a serious breach of the rules of the sport. Severe penalties apply to those persons covered under this code ("Covered Person") including the possibility of exclusion from badminton for life.

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

2. Definitions

- 2.1 **Benefit:** means the direct or indirect receipt or provision of money or the equivalent such as, but not limited to, bribes, gains, gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing shall not include official prize money, appearance fees
- 2.2 **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.
- 2.3 **CAS:** refers to Court of Arbitration for Sport.
- 2.4 **Consideration:** refers to anything of value except for money.
- 2.5 **Corruption Offence:** refers to a breach of any rule outlined in this Policy
- 2.6 **Covered Person:** refers to any Player, Related Person, Tournament Support Personnel, Board Member, Staff Member or volunteer.
- 2.7 **Decision:** refers to a decision by Badminton England regarding a Corruption Offence within this Code.

- 2.8 **Demand:** refers to a written demand for information issued by Badminton England to any Covered Person.
- 2.9 **Event:** refers to badminton tournaments sanctioned by Badminton England or the Badminton World Federation or any other international badminton event where English Players participate in.
- 2.10 **Hearing:** refers to a hearing before a disciplinary panel in accordance with Badminton England disciplinary procedures.
- 2.11 **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.
- 2.12 **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.
- 2.13 **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.
- 2.14 **Notice:** refers to written Notice sent by Badminton England to a Covered Person.
- 2.15 **Player:** refers to any English players, including Parabadminton players, who enter or participate in any badminton competition, Event or activity organised or sanctioned by Badminton England or the BWF or any other governing body.
- 2.16 **Provisional Suspension:** refers to a period of ineligibility imposed by Badminton England before a Hearing has taken place.
- 2.17 **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.
- 2.18 **Staff:** refers to paid or non-paid staff, volunteers and members of the Board of Directors who are working in any capacity for Badminton England.
- 2.19 **Substantial Assistance:** refers to assistance given by a Covered Person to Badminton England that results in the discovery or establishing of a Corruption Offence committed by another Covered Person.
- 2.20 **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.
- 2.21 **Wager:** refers to a Bet or Wager of money or Consideration or any other form of financial speculation.

3. Applicability and Scope

- 3.1 This Policy shall apply to all Covered Persons who participate in, assist in or prepare Players to participate in any Badminton England Sanctioned Event. Each Covered Person shall be automatically bound by, and be required to comply with, this Policy by virtue of such participation, assistance or preparation.
- 3.2 It shall be the personal responsibility of every Covered Person to make themselves aware of this Policy including, without limitation, what conduct constitutes a violation of this Policy and to comply with those requirements. Covered Persons should also be aware that conduct prohibited under this Policy may also constitute a criminal offence and/or a breach of other applicable laws and regulations. Covered Persons must comply with all applicable laws and regulations at all times.

4. Corruption Offences

- 4.1 The following are considered offences under this Policy (“Corruption Offences”):
 - 4.1.1 Any Player failing to complete a match in progress unless reasonably unable to do so.
 - 4.1.2 Any Player not using one’s best efforts to win a match.

Betting / Wagering

- 4.1.3 No English Player who is registered on the Badminton England National 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 national or international badminton competition irrespective of the Player participating in the Event or not.

For the avoidance of doubt this means that no English Player is allowed to participate in any Betting or Wagering activities on a badminton match anywhere in the world.

- 4.1.4 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 national or 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.

- 4.1.5 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

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

4.1.7 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.

4.1.8 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

4.1.9 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 national or international badminton competition irrespective of the Player participating in the Event or not.

4.1.10 No Covered Person shall directly or indirectly provide any other person with inside information, for or without benefit, for the purposes of Betting. This includes Wagering on the outcome or any other aspect of any Event or any other national or international badminton competition irrespective of whether the bet or Wager is actually placed.

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

4.1.12 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.

4.1.13 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

4.1.14 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.

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

4.1.16 No Covered Person may be employed or otherwise engaged by a company which accepts Wagers on an Event.

Reporting

4.1.17 Any Covered Person must report to Badminton England at the first available opportunity, full details of any approaches or invitations received by the Player to engage in conduct or incidents that could amount to the commission of a Corruption Offence.

4.1.18 Any Covered Person must report at the first available opportunity, any knowledge or suspicion that any other Covered Person or other person has engaged in conduct or incidents that could amount to the commission of a Corruption Offence.

4.1.19 For avoidance of doubt, all Covered Persons have a continuing obligation to report any new knowledge of suspicion regarding any conduct or incidents that could amount to the commission of a Corruption Offence, and failure to do so could in itself constitute a Corruption Offence.

Cooperation / Tampering with Evidence

4.1.20 Any Covered Person must cooperate with on-going investigations conducted by Badminton England including giving evidence at hearings, if requested.

4.1.21 No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offence.

5. Additional Matters

5.1 Each Player shall be responsible for any Corruption Offence defined in this Policy committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offence or failed to report such knowledge pursuant to the reporting obligations set forth in this Policy or (ii) assisted the commission of an Offence outlined in this Policy. 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.

5.2 For an Offence defined in this Policy 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.

5.3 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 defined in this Policy, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offence defined in this Policy.

6. Disciplinary Action

6.1 Any Covered Person who commits any Corruption Offence defined in this Policy shall be deemed to have breached this Policy. Breaches of this Policy constitute the basis for disciplinary action against the Covered Person.

6.2 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 as defined in Badminton England disciplinary procedures.

7. Investigations & Procedures

7.1 Badminton England 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 Badminton England, with any Covered Person in furtherance of investigating the possibility of a commission Corruption Offence defined in this Code.

- 7.2 The date and time of all interviews shall be determined by Badminton England, giving reasonable allowances for Covered Persons' tournament and travel schedules.
- 7.3 The Covered Person shall have the right to have counsel attend the interview(s).
- 7.4 The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by Badminton England for a minimum of 3 years in a secure place.
- 7.5 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.
- 7.6 All Covered Persons must cooperate fully with investigations conducted by Badminton England or their appointed investigators and agents including answering any reasonable question when being interviewed and giving evidence at hearings, if requested.
- 7.7 No Covered Person shall tamper with or destroy any evidence or other information related to any Offence outlined in this Policy.
- 7.8 A Covered Person who is subject to an investigation carried out by Badminton England must not:
 - 7.8.1 Provide any inaccurate information;
 - 7.8.2 Omit any relevant information which is requested;
 - 7.8.3 Fail to comply with a requirement imposed on them;
 - 7.8.4 Deliberately mislead by an overt act, or endeavour to mislead;
- 7.9 If Badminton England believes that a Covered Person may have committed a Corruption Offence outlined in this Policy, they may Demand for them to furnish Badminton England with any information or equipment or device holding such information regarding the alleged Offence, including, without limitation;
 - 7.9.1 records relating to the alleged Offence (including, without limitation, itemised 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;
 - 7.9.2 on receipt of a written statement from Badminton England outlining 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 Badminton England.
- 7.10 Any information furnished to Badminton England shall be;
 - 7.10.1 kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution/disciplinary action 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;

7.10.2 used solely for the purposes of the investigation and prosecution of a Corruption Offence.

7.11 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 Badminton England. If a Covered Person fails to produce such information, Badminton England may rule a Player ineligible to compete, or deny a Covered Person credentials and access to Events, pending compliance with the Demand.

7.12 If Badminton England concludes that a Corruption Offence outlined in this Policy may have been committed, Badminton England may in its sole discretion, Provisionally Suspend the person(s) involved and shall refer the matter to a Disciplinary Panel.

Rights of the Accused Person

7.13 In all procedures linked to violations of this Policy by a Covered Person, the following rights shall be respected:

7.13.1 The right to be informed of the charges;

7.13.2 The right to know the possible penalties which might be imposed;

7.13.3 The right to a fair, timely and impartial hearing either by appearing personally in front of a Badminton England disciplinary panel or submitting a defence in writing;

7.13.4 The right to be accompanied and/or represented at all stages of the investigation/disciplinary process.

Burden and Standard of Proof

7.14 Badminton England shall have the burden of establishing that a Corruption Offence has been committed. The standard of proof in all matters under this Policy 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 Policy has occurred.

Confidentiality

7.15 The principle of confidentiality shall be strictly respected by Badminton England during the following of the disciplinary procedure; information should only be exchanged on a need to know basis. Confidentiality must also be strictly respected by any person involved with the case until there is a public disclosure of the matter.

7.16 The decision of a Disciplinary Panel will be published in accordance with the Badminton England Disciplinary Procedures, including making public the name of the Covered Person.