

# Cricket Australia

## Anti-Corruption Code

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# ANTI-CORRUPTION CODE

## ARTICLE 1. INTRODUCTION, SCOPE AND APPLICATION

1.1. CA has adopted this *Anti-Corruption Code* in recognition of the following fundamental sporting imperatives:

- 1.1.1. All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.
- 1.1.2. Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core. It is the determination to protect that essence of cricket that has led CA to adopt this *Anti-Corruption Code*.
- 1.1.3. Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve participants in such practices. Even where that risk is more theoretical than practical, its consequence is to create a perception that the integrity of the sport is under threat.
- 1.1.4. Furthermore, the nature of this type of misconduct is such that it is carried out under cover and in secret, thereby creating significant challenges for CA in the enforcement of rules of conduct. As a consequence, CA needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require *Participants* to cooperate fully with all investigations and requests for information.

- 1.1.5. CA is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any *Match* or *Event*.
- 1.2. This *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases where an issue arises that is not expressly addressed in this *Anti-Corruption Code*. Such interpretation and application shall take precedence over any strict legal or technical interpretations of this *Anti-Corruption Code* that may otherwise be proposed.
- 1.3. This *Anti-Corruption Code* applies to all *Participants*. For these purposes, a “**Participant**” is:
- 1.3.1. any Player; and/or
- 1.3.2. *Player Support Personnel*; and/or
- 1.3.3. any *Match Referee*, *Pitch Curator*, *Player Agent*, *Umpire* or *Umpire Support Personnel*.

**NOTE:** For the avoidance of doubt, CA’s jurisdiction to take action against a Participant under this *Anti-Corruption Code* is limited, subject to the provisions of Article 1.6 below, to corrupt conduct taking place in, or in relation to, Domestic Matches sanctioned or approved by CA.

- 1.4. All *Participants* are automatically bound by and required to comply with all of the provisions of this *Anti-Corruption Code*. For the avoidance of any doubt, by their participation (in the case of a *Player*) or assistance in a *Player’s* participation (in the case of a *Player Support Personnel*), or appointment to officiate (in the case of an *Umpire* or *Match Referee*) or appointment to support an *Umpire* or *Match Referee* (in the case of *Umpire Support Personnel*) in a *Match* or *Event* that (a) is played in whole or in part in the geographical jurisdiction of Australia, and/or (b) is organised or administered in any way (directly or indirectly) by CA, and/or (c) involves teams that are members of or affiliated to CA, such *Participants* shall be deemed to have agreed:

- 1.4.1. for the purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of this *Anti-Corruption Code*, and shall confirm such agreement in writing upon demand;
- 1.4.2. that it is their personal responsibility to familiarise themselves with all of the requirements of this *Anti-Corruption Code*, including what conduct constitutes an offence under this *Anti-Corruption Code*, and to comply with those requirements;
- 1.4.3. to submit to the authority of CA to adopt, apply, monitor and enforce this *Anti-Corruption Code* and to investigate apparent or suspected conduct that may constitute an offence under this *Anti-Corruption Code*;
- 1.4.4. to submit to the jurisdiction of any *Anti-Corruption Tribunal* convened under this *Anti-Corruption Code* to hear and determine:
  - 1.4.4.1. any allegation by CA that the *Participant* has violated this *Anti-Corruption Code*; and
  - 1.4.4.2. any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of CA or the *Anti-Corruption Tribunal*, as applicable);
- 1.4.5. to submit to the exclusive jurisdiction of any CAS panel convened under this *Anti-Corruption Code* to hear and determine appeals made pursuant to this *Anti-Corruption Code*; and
- 1.4.6. not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the *Anti-Corruption Tribunal* and the CAS.

1.5. Without prejudice to Article 1.4, a *Participant* shall also be bound by the anti-corruption rules of the *ICC* and all other *National Cricket Federations*:

1.5.1. not to commit corrupt conduct as set out under those rules; and

1.5.2. to submit to the jurisdiction of first instance and appeal hearing panels convened under those rules to hear and determine allegations of breach of such rules and related issues.

**NOTE:** Copies of the anti-corruption rules of the *ICC* can be found on the *ICC Website*. The substance of each set of anti-corruption rules (including what constitutes *Corrupt Conduct* and the sanctions for such *Corrupt Conduct*) of the *ICC* are materially the same as this *Anti-Corruption Code*.

1.6. For the avoidance of any doubt:

1.6.1. Where a *Participant's* alleged conduct would amount solely to a violation of this *Anti-Corruption Code* (whether such conduct actually relates to a *Match* or *Event* or not), *CA* will have the exclusive right to take action against the *Participant* under this *Anti-Corruption Code* for such conduct;

1.6.2. Where a *Participant's* alleged conduct would amount solely to a violation of the anti-corruption rules of the *ICC* (whether such conduct actually relates to an *International Match* or not), the *ICC* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;

1.6.3. Where a *Participant's* alleged conduct would amount solely to a violation of the anti-corruption rules of another *National Cricket Federation* (whether such conduct actually relates to a *Match* taking place within the territory of such *National Cricket Federation* or not), the relevant *National Cricket Federation* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;

1.6.4. Where a *Participant's* alleged conduct would amount to a violation of this *Anti-Corruption Code* and one or more of the

anti-corruption rules of the *ICC* and/or the anti-corruption rules of any other *National Cricket Federation*:

- 1.6.4.1. if the alleged conduct relates solely to one or more *Domestic Matches* or *Events* held under *CA*'s jurisdiction, *CA* will have the priority right and responsibility to take action under this *Anti-Corruption Code* against any relevant *Participant* for such conduct (irrespective of the nationality or place of residence of the *Participant*), but where it fails to take any action under its anti-corruption rules within 180 days of becoming aware of the conduct or agrees to defer to the *National Cricket Federation* to which the *Participant* is affiliated, the *National Cricket Federation* to which the *Participant* is affiliated may instead take action against the *Participant* in respect of such conduct under its anti-corruption rules provided it has first given notice in writing of such to *CA*.
- 1.6.4.2. if the alleged conduct relates solely to one or more *International Matches* (other than *International Tour Matches*), the *ICC* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;
- 1.6.4.3. if the alleged conduct relates solely to one or more *International Tour Matches* played in *CA*'s jurisdiction, then, unless otherwise agreed between the *ICC* and *CA*:
  - 1.6.4.3.1. the *ICC* will have priority right and responsibility to take action under its anti-corruption rules against any *Participant* who participated on behalf of, or who was in any way associated with, or whose conduct was related to, the participating representative team of a full member of the *ICC* (or associate member of the *ICC* with Test and/or ODI or T20I Status) in the *International Tour Match*;

- 1.6.4.3.2. CA will have the priority right and responsibility to take action under this *Anti-Corruption Code* against any *Participant* who participated on behalf of, or who was in any way associated with, or whose conduct was related to, the participating domestic, guest or invitational team in the *International Tour Match*;
- 1.6.4.4. if the alleged conduct relates to one or more *Domestic Matches* or *Events* held under the jurisdiction of CA and one or more *International Matches* and/or one or more *Domestic Matches* played under the jurisdiction of another *National Cricket Federation*, CA and the ICC and/or the other relevant *National Cricket Federation(s)* shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant *Participant* for such conduct. In the absence of agreement, CA shall take action solely with respect to conduct relating to the relevant *Domestic Match(es)* or *Event(s)* held under its jurisdiction, the ICC shall take action solely with respect to conduct relating to the relevant *International Matches* and/or the other relevant *National Cricket Federation(s)* shall take action solely with respect to conduct relating to the other relevant *Domestic Matches*;
- 1.6.4.5. If the alleged conduct relates to an offence under any of Article 2.4 of the *Anti-Corruption Code* (or any analogous provision in the anti-corruption rules of the ICC or any other *National Cricket Federation*) and does not in any way relate to either an *International Match* or a *Domestic Match*, CA the ICC and/or the relevant *National Cricket Federation(s)* shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant *Participant* for such conduct provided, however, that in the absence of agreement, the ICC

shall not take action with respect to the relevant conduct unless the relevant *Participant* has played in an *International Match* in the previous twelve (12) months prior to the date the alleged offence was committed.

- 1.7. Where CA and/or the ICC and/or any relevant *National Cricket Federation* agree between them, in accordance with the principles described in Article 1.6 above, that in any particular circumstance it would be more appropriate for CA to take action under this *Anti-Corruption Code* in relation to any conduct relating to one or more *Domestic Match(es)* or *Event(s)* held within the jurisdiction or another *National Cricket Federation*, and/or one or more *International Match(es)*, then all references in this *Anti-Corruption Code* to '*Domestic Match*' shall be deemed to be extended to include the relevant '*International Match*' and/or other relevant '*Domestic Match*' or '*Event*' (as applicable).
- 1.8. Each *Participant* shall continue to be bound by and required to comply with this *Anti-Corruption Code* until he/she no longer qualifies as a *Participant* (the "**End Date**"). Notwithstanding the foregoing, CA shall continue to have jurisdiction over him/her pursuant to this *Anti-Corruption Code* after the *End Date* in respect of matters taking place prior to the *End Date*; and he/she shall continue to be bound by and required to comply with this *Anti-Corruption Code* after the *End Date* with respect to the investigation, prosecution and adjudication of such matters.
- 1.9. Without prejudice to Articles 1.4 and 1.5, CA shall be responsible for promoting *Anti-Corruption Code* awareness and education amongst all *Participants*.
- 1.10. The conduct prohibited under this *Anti-Corruption Code* may also be a criminal offence and/or a breach of other applicable laws or regulations. This *Anti-Corruption Code* is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the sport of cricket. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. *Participants* must comply with all applicable laws and regulations at all times.

- 1.11. For the avoidance of any doubt, nothing in this *Anti-Corruption Code* is intended in any way to replace or amend CA's Minimum Standards for *Players* and *Match Officials* Area which shall remain in full force and to which all *Participants* agree to be bound at all times.
- 1.12. Unless otherwise indicated, references in this *Anti-Corruption Code* to Articles and Appendices are to articles and appendices of this *Anti-Corruption Code*. Words in italicised text in this *Anti-Corruption Code* are defined terms and their respective definitions are set out in Appendix 1.

**NOTE:** *It shall not be an offence under Article 2.1.1 to manipulate Matches for strategic or tactical reasons (such as where a Player performs in a certain manner to enable his team to lose a pool Match in an Event in order to affect the standings of other teams in that Event). However, such conduct may be prohibited under other regulations of CA.*

## **ARTICLE 2. OFFENCES UNDER THIS ANTI-CORRUPTION CODE**

The conduct described in Articles 2.1 – 2.4, if committed by a *Participant*, shall amount to an offence by such *Participant* under this *Anti-Corruption Code*:

**COMMENT:** *Guidance notes have been provided in text boxes beneath certain offences. In the case of any doubt as to the interpretation of an offence, the provisions of the offence itself shall take precedence over any guidance notes.*

### **2.1. Corruption:**

- 2.1.1. Fixing or contriving in any way or otherwise influencing improperly (with or without *Reward*), or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any *Match* or *Event* including (without limitation) by deliberately underperforming therein.

- 2.1.2. Ensuring for *Betting* or other corrupt purposes (with or without *Reward*) the occurrence of a particular incident in a *Match* or *Event*.
- 2.1.3. Seeking, accepting, offering or agreeing to accept any bribe or other *Reward* to:
  - 2.1.3.1. fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any *Match* or *Event*; or
  - 2.1.3.2. ensure for *Betting* or other corrupt purposes the occurrence of a particular incident in a *Match* or *Event*.
- 2.1.4. Failing or refusing, for *Reward*, to perform to one's abilities in a *Match* or *Event*.
- 2.1.5. Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating (with or without *Reward*):
  - 2.1.5.1. any *Participant* to commit an offence under any of the foregoing provisions of this Article 2.1; and/or
  - 2.1.5.2. any other person to do any act that would be an offence if that person were a *Participant*.
- 2.1.6. Engaging in any other form of corrupt conduct (with or without *Reward*) in relation to any *Match* or *Event*.

## 2.2. ***Betting***:

- 2.2.1. Placing, accepting, offering, laying or otherwise entering into any *Bet* in relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.
- 2.2.2. Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to place, accept, offer or otherwise enter into a *Bet* in

relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.

- 2.2.3.** Ensuring the occurrence of a particular incident in a *Match* or *Event*, which occurrence is to the *Participant's* knowledge the subject of a *Bet* and for which he/she expects to receive or has received any *Reward*.

**2.3. Misuse of *Inside Information*:**

- 2.3.1.** Using any *Inside Information* for *Betting* purposes in relation to any *Matches* or *Events*.
- 2.3.2.** Disclosing *Inside Information* to any person (with or without *Reward*) where the *Participant* knew or might reasonably have known that such disclosure might lead to the information being used in relation to *Betting* in relation to any *Match* or *Event*.

**NOTE:** Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose *Inside Information*: (a) to journalists or other members of the media; and/or (b) on social networking websites where the *Participant* knew or should reasonably have known that such disclosure might lead to the information being used in relation to *Betting*. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of the *Participant's* family) where it is reasonable for the *Participant* to expect that such information can be disclosed in confidence and without being subsequently used for *Betting*.

- 2.3.3.** Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or facilitating (with or without *Reward*):
- 2.3.3.1. any *Participant* to commit an offence under any of the foregoing provisions of this Article 2.3; and/or
- 2.3.3.2. any other person to do any act that would be an offence if that person were a *Participant*.

## 2.4. General:

### 2.4.1. Giving or providing to any *Participant* any *Reward*:

2.4.1.1. for the purpose of procuring (directly or indirectly) any breach of the *Anti-Corruption Code*; or

2.4.1.2. in circumstances that brings or could bring him/her or the sport of cricket into disrepute.

**NOTE:** *This Article is only intended to catch 'disrepute' that, when considered in all of the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1). Where any substantial gift, payment or other benefit is received by any Participant from an unknown person or organisation and/or for no apparent reason, such Participant is advised to report such receipt to the Designated Anti-Corruption Official (or his/her designee) in accordance with Article 2.4.3 (regardless of value). Where such Participant does not make such a report, then that is likely to constitute strong evidence (which the Participant will have the opportunity of rebutting) of the commission of this offence.*

### 2.4.2. Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) the receipt of any *Reward* that:

2.4.2.1. the *Participant* knew or should have known was given to him/her to procure (directly or indirectly) any breach of this *Anti-Corruption Code*; or

2.4.2.2. was made or given in circumstances that could bring the *Participant* or the sport of cricket into disrepute.

### 2.4.3. Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) any and all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a *Participant* that have a value of AUD\$500 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any

close friend or relative of the *Participant*, (ii) any food or beverage, or (iii) cricket hospitality gifts from CA or the *State or Territory Association* in connection with *Matches* the *Participant* is participating in.

- 2.4.4. Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) full details of any approaches or invitations received by the *Participant* to engage in conduct that would amount to a breach of this *Anti-Corruption Code*.
- 2.4.5. Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a *Participant* that may evidence an offence under this *Anti-Corruption Code* by another *Participant*, including (without limitation) approaches or invitations that have been received by another *Participant* to engage in conduct that would amount to a breach of this *Anti-Corruption Code*.

**NOTE:** All *Participants* shall have a continuing obligation to report any new incident, fact, or matter that may evidence an offence under this *Anti-Corruption Code* to the *Designated Anti-Corruption Official*, even if the *Participant's* prior knowledge has already been reported.

**NOTE:** It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which CA and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is generally unacceptable (and will therefore constitute 'unnecessary delay') for a *Participant* to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the *Designated Anti-Corruption Official*.

**NOTE:** A *Participant* shall not discharge his/her burden under this Article unless and until the required disclosure has been made directly to the *Designated Anti-Corruption Official* by such *Participant*. It is not sufficient for such disclosure to be made instead to any other third party, including any player, club or team official, or CA representative.

- 2.4.6.** Failing or refusing, without compelling justification, to cooperate with any reasonable investigation carried out by the *Designated Anti-Corruption Official* in relation to possible offences under this *Anti-Corruption Code* (by any *Participant*), including, without limitation, failure to provide accurately and completely any information and/or documentation requested by the *Designated Anti-Corruption Official* (whether as part of a *Demand* or otherwise) that may be relevant to such investigation.
- 2.4.7.** Obstructing or delaying any investigation that may be carried out by the *Designated Anti-Corruption Official* in relation to any conduct relating to this *Anti-Corruption Code* (by any *Participant*), including (without limitation) concealing, tampering with or destroying any documentation or other information that:
- 2.4.7.1. may be relevant to that investigation; and/or
  - 2.4.7.2. may be evidence of or may lead to the discovery of evidence of conduct that constitutes an offence under this *Anti-Corruption Code*.
- 2.4.8.** Failing or refusing to cooperate with any proceedings brought against any *Participant* for conduct that may amount to a breach of this *Anti-Corruption Code*, including (without limitation):
- 2.4.8.1. failing to provide a witness statement(s) in respect of information in the possession of the *Participant*; and/or
  - 2.4.8.2. failing to attend, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an *Anti-Corruption Tribunal* and/or *CAS* under this *Anti-Corruption Code*, where requested by the *Designated Anti-Corruption Official*.
- 2.4.9.** Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.4.

**2.5.** For the purposes of this Article 2:

**2.5.1.** Any attempt by a *Participant*, or any agreement between a *Participant* and any other person, to act in a manner that would culminate in the commission of an offence under this *Anti-Corruption Code*, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in the commission of such offence.

**2.5.2.** A *Participant* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in Articles 2.1 – 2.4 committed by his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions himself and shall be liable accordingly under this *Anti-Corruption Code*.

**2.5.3.** Where a *Participant* seeks to rely on the existence of ‘compelling justification’ to justify or excuse conduct under this *Anti-Corruption Code* which might otherwise amount to an offence (see Article 2.4.6), the burden shall be on that *Participant* to adduce sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances.

**2.6.** The following are not relevant to the determination of whether an offence has been committed under this *Anti-Corruption Code* (although they may be relevant to the issue of the sanction to be imposed under Article 6 in the event that it is determined that an offence has been committed):

**2.6.1.** Whether or not the *Participant* him/herself was participating or involved in any way in the specific *Match(es)* or *Event(s)* in question.

**2.6.2.** The nature or outcome of any *Bet(s)* on the *Match(es)* or *Event(s)* in issue.

**2.6.3.** The outcome of any *Match(es)* or *Event(s)* in issue.

**2.6.4.** Whether or not the *Participant's* efforts or performance (if any), or the efforts or performance of any other player or other person, in the *Match(es)* or *Event(s)* in issue were (or could be expected to have been) affected by the acts or omissions in question.

**2.6.5.** Whether or not any of the results in the *Match(es)* or *Event(s)* in issue were (or could be expected to have been) affected by the act or omissions in question.

**2.7.** It shall be a valid defence to a charge of:

**2.7.1.** an offence under this *Anti-Corruption Code* to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported pursuant to the *Anti-Corruption Code* thereafter) due to the *Participant's* honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person.

**2.7.2.** an offence under Article 2.4.8 of the *Anti-Corruption Code* if the *Participant* adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each *Participant* and shall not be a sufficient reason).

### **ARTICLE 3. STANDARD OF PROOF AND EVIDENCE**

**3.1.** Unless otherwise stated elsewhere in this *Anti-Corruption Code*, the burden of proof shall be on CA in all cases brought under this *Anti-Corruption Code* and the standard of proof shall be whether the Anti-Corruption Tribunal is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. The following rules of proof shall be applicable at hearings and in the proceedings generally:

- 3.1.1.** The *Anti-Corruption Tribunal* shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence (with appropriate weight ascribed to such evidence by the *Anti-Corruption Tribunal*).
- 3.1.2.** The *Anti-Corruption Tribunal* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal and in which certain facts are established as irrebuttable evidence against the *Participant* to whom the decision pertained, unless the *Participant* establishes that the decision violated principles of natural justice.
- 3.1.3.** The *Anti-Corruption Tribunal* may draw an inference adverse to the *Participant* who is asserted to have committed an offence under this *Anti-Corruption Code* based on his/her failure or refusal, without compelling justification, after a request made in a reasonable time in advance of any hearing, to appear at the hearing (either in person or electronically as directed by the *Anti-Corruption Tribunal*) and/or to answer any relevant questions.

#### **ARTICLE 4. INVESTIGATIONS AND NOTICE OF CHARGE**

- 4.1.** Any allegation or suspicion of a breach of this *Anti-Corruption Code*, whatever the source, shall be referred to the *Designated Anti-Corruption Official* for investigation.
- 4.2.** The *Designated Anti-Corruption Official* may, at any time, conduct investigations into the activities of any *Participant* who he/she suspects may have committed an offence under this *Anti-Corruption Code*. Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, the *ICC* and/or other *National Cricket Federations* and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities) and all *Participants* must cooperate fully with such investigations failing which any such *Participant* shall be

liable to be charged with a breach of Articles 2.4.6, 2.4.7, 2.4.8 and/or 2.4.9 (and it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination, which privilege is deemed to have been waived by the *Participant*). The *Designated Anti-Corruption Official* shall have discretion, where he/she deems appropriate, to stay his/her own investigation pending the outcome of investigations being conducted by the *ICC* and/or other *National Cricket Federations* and/or other relevant authorities.

- 4.3. As part of any investigation under this *Anti-Corruption Code*, the *Designated Anti-Corruption Official* may make a written demand to any *Participant* (a “**Demand**”) to provide to the *Designated Anti-Corruption Official* in writing and/or by answering questions in person at an interview (as the *Designated Anti-Corruption Official* elects) with any information that the *Designated Anti-Corruption Official* reasonably believes may be relevant to the investigation, including, without limitation:
- 4.3.1. copies or access to all relevant records (such as current or historic telephone records, bank statements, internet services records and/or other records stored on computer hard drives, electronic devices or other information storage equipment); and/or
  - 4.3.2. all of the facts and circumstances of which the *Participant* is aware with respect to the matter being investigated.
- 4.4. Where a *Demand* has been issued in accordance with Article 4.3, the *Participant* shall cooperate fully with such *Demand*, including by furnishing such information within such reasonable period of time as may be determined by the *Designated Anti-Corruption Official*, which in any event, should be no earlier than seven (7) days after the *Participant*'s receipt of the *Demand*. Where appropriate, the *Participant* may seek an extension of such deadline by providing the *Designated Anti-Corruption Official* with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be at the discretion of the *Designated Anti-Corruption Official*, acting reasonably at all times.

- 4.5.** Any information furnished to the *Designated Anti-Corruption Official* (whether as part of an investigation or pursuant to a specific *Demand*) will not be used for any purpose other than pursuant to this *Anti-Corruption Code* and will be kept strictly confidential except when:
- 4.5.1.** it becomes necessary to disclose such information in support of a charge of an offence under this *Anti-Corruption Code* or the *Anti-Corruption Code* of the *ICC* and/or any other *National Cricket Federation*;
  - 4.5.2.** such information is required to be disclosed by any applicable law;
  - 4.5.3.** such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match* or *Event*; and/or
  - 4.5.4.** such information may also amount to evidence of infringements of other applicable laws or regulations (in which case *CA* may share such information with the competent authorities -- including the *ICC*, other *National Cricket Federations* and/or any applicable police, taxation, fraud, criminal intelligence or other authorities -- whether pursuant to formal information-sharing agreements with such authorities or otherwise).
- 4.6.** All *Participants* must cooperate with the *Designated Anti-Corruption Official* in relation to any proceedings brought against any other *Participant* for conduct in breach of this *Anti-Corruption Code*, including (without limitation):
- 4.6.1.** by complying with any *Demand* issued in accordance with the *Anti-Corruption Code*;
  - 4.6.2.** where requested by the *Designated Anti-Corruption Official*:
    - 4.6.2.1.** providing a witness statement(s) in respect of information in the possession of the *Participant*; and/or

4.6.2.2. attending, for the purposes of providing truthful oral evidence, any disciplinary hearing convened under the *Anti-Corruption Code*, failing which the non-cooperating *Participant* shall be liable to be charged with a breach of the *Anti-Corruption Code* pursuant to Article 2.4.8. In light of the waiver contained in Article 2.7.2, it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination.

4.7. If at any time, the *Designated Anti-Corruption Official* determines that there is a case to answer under Article 2, then the *Participant* shall be sent written notice of the following (the “**Notice of Charge**”):

- 4.7.1. that the *Participant* has a case to answer under Article 2;
- 4.7.2. the specific offence(s) that the *Participant* is alleged to have committed;
- 4.7.3. details of the alleged acts and/or omissions relied upon in support of the charge;
- 4.7.4. the range of sanctions applicable under this *Anti-Corruption Code* if the charge is admitted or upheld;
- 4.7.5. (where applicable) the matters relating to *Provisional Suspension* specified at Article 4.8; and
- 4.7.6. the matters relating to responding to a *Notice of Charge* specified at Article 4.9.

A copy of any such notice will be sent by the *Designated Anti-Corruption Official* to the ICC, and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated, without unnecessary delay.

#### 4.8. **Provisional Suspension**

- 4.8.1. Where either:

- 4.8.1.1. CA decides to charge a *Participant* with an offence under this *Anti-Corruption Code*; or
- 4.8.1.2. CA considers that there are other exceptional circumstances relevant to a *Participant* (for example, where any relevant police authority has arrested and/or charged a *Participant* with an offence under any relevant criminal law in respect of facts or circumstances that may also constitute an offence under this *Anti-Corruption Code*),

CA shall have the discretion to, in circumstances where it considers that the integrity of the sport could otherwise be seriously undermined, *Provisionally Suspend* the *Participant* pending the *Anti-Corruption Tribunal's* determination of whether he/she has committed an offence. Any decision to *Provisionally Suspend* the *Participant* will be communicated to the *Participant* in writing, with a copy sent as soon as reasonably practical to the ICC and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated.

**4.8.2.** Where a *Provisional Suspension* is imposed, the *Participant* shall be given an opportunity to contest such *Provisional Suspension* in a *Provisional Hearing* taking place on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the *Designated Anti-Corruption Official* to establish: (a) that there is a strong, arguable case against the *Participant* on the charge(s) that have been made (or are to be made) against him/her; and/or (b) that, in such circumstances, the integrity of the sport could be seriously undermined if a *Provisional Suspension* was not imposed against him/her. The *Senior Commissioner* shall have the discretion to determine the appropriate procedure to be followed at any such *Provisional Hearing*, provided that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the *Senior Commissioner* and present his/her case.

**4.8.3.** Regardless of whether a *Provisional Hearing* has been held pursuant to Article 4.8.2, where a full hearing under Article 5

has not been convened within three (3) months of the imposition of a *Provisional Suspension*, the *Participant* shall be entitled to apply to the *Senior Commissioner* (sitting alone) to lift the *Provisional Suspension*. If such an application is made, it shall be the burden of the *Designated Anti-Corruption Official* to establish that there is/remains (a) a strong, arguable case against the *Participant* on the charge(s) that have been made against him/her; and/or (b) a risk that the integrity of the sport could be seriously undermined if the *Provisional Suspension* was lifted. The *Senior Commissioner* shall have discretion to determine the procedure for considering such application as he considers appropriate (including whether to convene a hearing or to determine the matter on the papers), provided that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the *Senior Commissioner* and present his/her case.

- 4.8.4.** No *Participant* who is the subject of any *Provisional Suspension* may, during the period of any *Provisional Suspension*, play, coach or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by CA, the ICC, another *National Cricket Federation* or any member of a *National Cricket Federation*. The ICC and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 4.8.4 in their respective geographical jurisdictions.
- 4.8.5.** A *Participant* who is not Provisionally Suspended may voluntarily suspend him/herself by written notice to the *Designated Anti-Corruption Official*. In that case, provided that the *Participant* respects that voluntary *Provisional Suspension* until the charge(s) against him/her is/are determined, he/she shall be given credit for such voluntary *Provisional Suspension* in accordance with Article 6.3. A copy of any such voluntary *Provisional Suspension* shall be sent to the ICC and (if applicable) the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay.

## 4.9. Responding to a *Notice of Charge*

- 4.9.1. The *Notice of Charge* shall specify that, if the *Participant* wishes to exercise his/her right to a hearing before the *Anti-Corruption Tribunal*, he/she must submit a written request for such a hearing so that it is received by the *Designated Anti-Corruption Official* as soon as possible, but in any event within seven (7) days of the receipt by the *Participant* of the *Notice of Charge*. The request must also state how the *Participant* responds to the charge(s) and must explain (in summary form) the basis for such response.
- 4.9.2. If the *Participant* fails or refuses to file a written request for a hearing before the *Anti-Corruption Tribunal* by the deadline specified in Article 4.9.1 (or by any extended deadline that the *Designated Anti-Corruption Official* deems appropriate), then he/she shall be deemed to have:
- 4.9.2.1. waived his/her entitlement to a hearing;
  - 4.9.2.2. admitted that he/she has committed the offence(s) under this *Anti-Corruption Code* specified in the *Notice of Charge*; and
  - 4.9.2.3. acceded to the range of applicable sanctions specified in the *Notice of Charge*.

In such circumstances, a hearing before the *Anti-Corruption Tribunal* shall not be required. Instead, CA will be notified and the *Senior Commissioner* of the *Code of Behaviour Commission* (sitting alone) shall issue a public decision confirming the offence(s) under this *Anti-Corruption Code* specified in the *Notice of Charge* and the imposition of an applicable sanction within the range specified in the *Notice of Charge*. Before issuing that public decision, the *Senior Commissioner* will provide written notice of that decision to the *Participant*, CA, the ICC and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated.

- 4.9.3. Where the *Participant* does request a hearing in accordance with Article 4.7.1, the matter shall proceed to a hearing in accordance with Article 5.

## ARTICLE 5. THE DISCIPLINARY PROCEDURE

### 5.1. Hearings under this *Anti-Corruption Code*

- 5.1.1. Where CA alleges that a *Participant* has committed an offence under this *Anti-Corruption Code*, and the *Participant* submits the response required under Article 4.9.1 by the specified deadline disputing the charge and/or the sanctions to be imposed for such offence under this *Anti-Corruption Code*, then the matter shall be referred to the *Anti-Corruption Tribunal* by the CA Head of Integrity (in consultation with CA's Chief Executive Officer).
- 5.1.2. The CA Head of Integrity (in consultation with CA's Chief Executive Officer) shall appoint the three *Code of Behaviour Commissioners* to form the *Anti-Corruption Tribunal* to hear the case. One member of the *Anti-Corruption Tribunal*, who shall be a lawyer, shall sit as the Chairman of that *Anti-Corruption Tribunal*. The *Code of Behaviour Commissioners* appointed to the *Anti-Corruption Tribunal* shall be independent of the parties and shall have had no prior involvement with the case.
- 5.1.3. The Chairman of the *Anti-Corruption Tribunal* may convene a preliminary hearing with the *Designated Anti-Corruption Official* and his/her legal representatives (if any), together with the relevant *Participant* and his/her legal representatives (if any). If a preliminary hearing is to be convened, it should take place as soon as reasonably practicable and be by telephone conference call (unless the Chairman of the *Anti-Corruption Tribunal* determines otherwise). The non-participation, without compelling justification, of the *Participant* or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the Chairman of the *Anti-Corruption Tribunal* from proceeding

with any such preliminary hearing, whether or not any written submissions are made on behalf of the *Participant*.

- 5.1.4.** The purpose of any preliminary hearing shall be to allow the Chairman of the *Anti-Corruption Tribunal* to address any preliminary issues. Whether or not a preliminary hearing is held, the Chairman of the *Anti-Corruption Tribunal* may:
- 5.1.4.1. determine the date(s) upon which the full hearing shall be held; and
  - 5.1.4.2. make such orders as the Chairman of the Anti-Corruption Tribunal shall deem appropriate in relation to the production of relevant documents and/or other materials between the parties.
- 5.1.5.** If, because of a legitimate objection or for any other reason, a member of the *Anti-Corruption Tribunal* is, or becomes, unwilling or unable to hear the case, then the CA Head of Integrity may, in consultation with CA's Chief Executive Officer: (a) appoint a replacement *Code of Behaviour Commissioner* to the *Anti-Corruption Tribunal*; or (b) authorise the remaining members of the *Anti-Corruption Tribunal* to hear the case on their own.
- 5.1.6.** Subject to Article 8 and the discretion of the Chairman of the *Anti-Corruption Tribunal* to order otherwise for good cause shown by either party and unless otherwise agreed between the parties, hearings before the *Anti-Corruption Tribunal* shall: (a) take place at a venue specified by CA; and (b) be conducted on a confidential basis.
- 5.1.7.** CA may appoint a Commission Counsel to assist the *Anti-Corruption Tribunal* in the conduct of any hearing as an advocate prosecuting the case against the *Participant*.
- 5.1.8.** Each of the *Participant* (at his/her own expense) and the *Designated Anti-Corruption Official* has the right to be present and to be heard at the hearing and to be represented at the hearing by legal counsel of his/her or its own choosing. The *Designated Anti-Corruption Official* shall be entitled to be

represented prior to, and during, the hearing (if he/she considers necessary) by a representative of CA's Legal Department. At the discretion of the *Anti-Corruption Tribunal*, a representative from the *ICC* may also attend any such hearing (but strictly as an observer only and with no right to be heard). Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative shall be given the opportunity to participate in the hearing by telephone or video conference (if available).

- 5.1.9.** Without prejudice to Article 3.2.2, the *Participant* may choose not to appear in person at the hearing, but instead provide a written submission for consideration by the *Anti-Corruption Tribunal*, in which case the *Anti-Corruption Tribunal* shall consider the submission in its deliberations. However, the non-attendance of the *Participant* or his/her representative at the hearing, after proper notice of the hearing has been provided, without compelling justification, shall not prevent the *Anti-Corruption Tribunal* from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf.
- 5.1.10.** The procedure to be followed at the hearing (including the language in which the hearing is to be conducted and whether translations of evidence and/or interpreters are required) shall be at the discretion of the Chairman of the *Anti-Corruption Tribunal*, provided that the hearing is conducted in a manner that offers the *Participant* a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the *Anti-Corruption Tribunal* and present his/her case.
- 5.1.11.** Subject to Articles 1.4 and 1.5 the Chairman of the *Anti-Corruption Tribunal* may order the consolidation of a case with other case(s) as he/she shall deem appropriate. For example, where two or more *Participants* are alleged to have committed offences under this *Anti-Corruption Code*, they may both be dealt with at the same hearing where the proceedings arise

out of the same incident or set of facts, or where there is a clear link between separate incidents.

- 5.1.12.** If required by the Chairman of the *Anti-Corruption Tribunal*, CA shall make arrangements to have the hearing recorded and/or transcribed (save for the private deliberations of the *Anti-Corruption Tribunal*). The costs of recording and/or transcription shall be paid by CA, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.3.
- 5.1.13.** Notwithstanding any of the other provisions of this *Anti-Corruption Code*, at any time during the proceedings it shall be open to a *Participant* charged with breach(es) of the *Anti-Corruption Code* to admit the breach(es) charged, whether or not in exchange for an agreement with CA on the appropriate sanction to be imposed upon him/her in order to avoid the need for a hearing before the *Anti-Corruption Tribunal*. Any such discussions between CA and the *Participant* shall take place on a “without prejudice” basis and in such a manner that they shall not delay or in any other way interfere with the proceedings. Any resulting agreement shall be evidenced in writing, signed by CA’s Chief Executive Officer and the *Participant*, and shall set out the sanction imposed on the *Participant* for his/her breach of the *Anti-Corruption Code* (the “**Agreed Sanction**”). In determining the *Agreed Sanction*, CA will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom. Upon receipt of notice of the *Agreed Sanction*, the *Anti-Corruption Tribunal* shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead, CA shall promptly issue a public decision confirming the *Participant’s* admission of the offence(s) charged and the imposition of the *Agreed Sanction*. Before issuing the public decision, CA will provide notice of it to the ICC and, where it is not CA, to the *National Cricket Federation* to which the *Participant* is affiliated.

## **5.2. Decisions of the *Anti-Corruption Tribunal***

- 5.2.1.** The *Anti-Corruption Tribunal* shall provide to the parties its decision in writing, with reasons, as soon as reasonably practicable after and, in any event, within thirty (30) days of the conclusion of the hearing. That written decision will set out and explain:
- 5.2.1.1. with reasons, the *Anti-Corruption Tribunal's* findings as to whether any offence(s) under this *Anti-Corruption Code* has/have been committed;
  - 5.2.1.2. with reasons, the *Anti-Corruption Tribunal's* findings as to what sanctions, if any, are to be imposed (including any fine and/or period of *Ineligibility*);
  - 5.2.1.3. with reasons, the date that such period of *Ineligibility* shall commence pursuant to Article 6.4; and
  - 5.2.1.4. the rights of appeal described in Article 7.
- 5.2.2.** CA will provide the *ICC* and, where it is not CA, the *National Cricket Federation* to which the *Participant* is affiliated, with a full written copy of the findings and decisions of the *Anti-Corruption Tribunal* at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.
- 5.2.3.** The *Anti-Corruption Tribunal* shall have discretion to announce the substance of its decision to the parties (and the *ICC*) prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a *Provisional Suspension* has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the *Anti-Corruption Tribunal* shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision. Notice of such decision will be provided by CA to the *ICC* and, where it is not CA, the *National Cricket Federation* to which the *Participant* is

affiliated, without unnecessary delay following its announcement.

**5.2.4.** The *Anti-Corruption Tribunal* has the power to make a costs order against any party to the hearing in respect of the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems fit (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If the *Anti-Corruption Tribunal* does not exercise that power, CA shall pay the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

**5.2.5.** Subject only to the rights of appeal under Article 7, the *Anti-Corruption Tribunal's* decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

## **ARTICLE 6. SANCTIONS**

**6.1.** Where a breach of this *Anti-Corruption Code* is admitted by the *Participant* or upheld by the *Anti-Corruption Tribunal*, the *Anti-Corruption Tribunal* will be required to impose an appropriate sanction upon the *Participant* from the range of permissible sanctions described in Article 6.2. In order to determine the appropriate sanction that is to be imposed in each case, the *Anti-Corruption Tribunal* must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

**6.1.1.** aggravate the nature of the offence including, without limitation:

6.1.1.1. a lack of remorse on the part of the *Participant*;

6.1.1.2. whether the *Participant* has previously been found guilty of any similar offence under this *Anti-Corruption Code* and/or any predecessor regulations

of CA and/or any similar regulations of the ICC or any other *National Cricket Federation*;

- 6.1.1.3. where the amount of any profits, winnings or other *Reward*, directly or indirectly received by the *Participant* as a result of the offence(s), is substantial and/or where the sums of money otherwise involved in the offence(s) are substantial;
- 6.1.1.4. where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or the public interest in the relevant *Match(es)* or *Event(s)*;
- 6.1.1.5. where the offence affected (or had the potential to affect) the result of the relevant *Match(es)* or *Event(s)*;
- 6.1.1.6. where the welfare of a *Participant* or any other person has been endangered as a result of the offence;
- 6.1.1.7. where the offence involved more than one *Participant* or other persons; and/or
- 6.1.1.8. any other aggravating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

**6.1.2.** mitigate the nature of the offence including, without limitation:

- 6.1.2.1. any admission of guilt (the mitigating value of which may depend upon its timing);
- 6.1.2.2. the *Participant's* good previous disciplinary record;
- 6.1.2.3. the youth and/or lack of experience of the *Participant*;

- 6.1.2.4. the extent to which the *Participant* has cooperated with the Designated Anti-Corruption Officer and any investigation or *Demand* carried out by him/her;
- 6.1.2.5. where the offence did not substantially damage (or have the potential to substantially damage) the commercial value and/or the public interest in the relevant *Match(es)* or *Event(s)*;
- 6.1.2.6. where the offence did not affect (or have the potential to affect) the result of the relevant *Match(es)* or *Event(s)*;
- 6.1.2.7. where the *Participant* provides *Substantial Assistance* to CA (including the *Designated Anti-Corruption Official*), the ICC, any other *National Cricket Federation*, a criminal justice authority or a professional disciplinary body that results in CA and/or the ICC and/or another *National Cricket Federation* discovering or establishing an offence under this *Anti-Corruption Code* or equivalent regulations of the ICC or a *National Cricket Federation* by another *Participant* or that results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another *Participant* or other third party;
- 6.1.2.8. where the *Participant* has already suffered penalties under other laws and/or regulations for the same offence; and/or
- 6.1.2.9. any other mitigating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

**6.2.** Having considered all of the factors described in Articles 6.1.1 and 6.1.2, the *Anti-Corruption Tribunal* shall then determine what the appropriate sanction(s) should be. The *Anti-Corruption Tribunal*:

- 6.2.1.** will, subject to Article 6.3, impose a period of *Ineligibility* for each offence as follows:

ANTI-CORRUPTION OFFENCE	CODE	RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY
Articles 2.1.1 to 2.1.6 (Corruption)		A minimum of five (5) years and a maximum of a lifetime.
Articles 2.2.1 to 2.2.3 ( <i>Betting</i> )		A minimum of two (2) years and a maximum of five (5) years.
Articles 2.3.1 and 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)		A minimum of two (2) years and a maximum of five (5) years.
Articles 2.3.2 and 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of inside information)		A minimum of one (1) year and a maximum of five (5) years.
Articles 2.4.1 to 2.4.9 (General)		A minimum of one (1) year and a maximum of five (5) years).

- 6.2.2. may impose a fine on the *Participant* of an unlimited amount;
  - 6.2.3. may require the *Participant* to undergo counselling for a specified time;
  - 6.2.4. may require the *Participant* to perform voluntary service for a specified amount of time to cricket or the community; and/or
  - 6.2.5. may reprimand the *Participant*.
- 6.3. The *Anti-Corruption Tribunal* may impose a lesser penalty to the range of permissible periods of *Ineligibility* stipulated in Article 6.2 in the following circumstances:
- 6.3.1. one or more of the factors that mitigate the nature of the offence (as are prescribed in Article 6.1.2) are present and the

collective value of those mitigating factors is such that the circumstances of the commission of the offence are exceptional; and

**6.3.2.** where CA makes written application to the *Anti-Corruption Tribunal* for a variation from the range of permissible periods of *Ineligibility*, providing such written application adequately details the reasons for requesting the *Anti-Corruption Tribunal* to apply a sanction outside the stipulated range of permissible periods of *Ineligibility*. For the avoidance of doubt, the *Anti-Corruption Tribunal* is not bound to vary the range of permissible periods of *Ineligibility* merely because of the receipt of a written application from CA and may impose such penalty as it sees fit, within the range of sanctions stipulated in Article 6.2.

**6.4.** For the avoidance of doubt:

**6.4.1.** the *Anti-Corruption Tribunal* will have no jurisdiction to adjust, reverse or amend the results of any Domestic Match or Event;

**6.4.2.** where a *Participant* is found guilty of committing two *Anti-Corruption Code* offences in relation to the same incident or set of facts and sanctioned separately, then any sanctions imposed should ordinarily run concurrently (and not cumulatively); and

**6.4.3.** where a fine and/or costs award is imposed against a *Participant*, then such fine and/or costs award must be paid:

6.4.3.1. by the *Participant* (and not, unless CA agrees, by any other third party); and

6.4.3.2. directly to CA within one calendar month of receipt of the decision imposing the fine and/or costs award.

However, CA will consider any request from any *Participant*, on the grounds of financial hardship, to make the payment of such fines and/or costs award over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or instalment thereof) not be paid to CA within such deadline

or by the time of the next agreed payment date, then, unless CA agrees otherwise, the *Participant* may not play, coach or otherwise participate or be involved in any capacity in any *Match* until such payment has been satisfied in full. The ICC and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 6.4.3 in their respective geographical jurisdictions.

- 6.5. Any period of *Ineligibility* imposed on a *Participant* shall commence on the date that the decision imposing the period of *Ineligibility* is issued; provided that any period of *Provisional Suspension* served by the *Participant* shall be credited against the total period of *Ineligibility* to be served.
- 6.6. No *Participant* who has been declared Ineligible may, during the period of *Ineligibility*: (a) play, coach, officiate or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the ICC, a *National Cricket Federation* (including CA) or any member of a *National Cricket Federation*; and (b) hold (or continue to hold) any position within CA or a *State or Territory Association* (including as an employee, official or officer or an employee, official or officer of a Big Bash League team) or receive accreditation to provide media or other services at any official venue or *Domestic Match*. The ICC and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 6.6 in their respective geographical jurisdictions.
- 6.7. A *Participant* who is subject to a period of *Ineligibility* shall remain subject to this *Anti-Corruption Code* during that period. If a *Participant* commits an offence under this *Anti-Corruption Code* during a period of *Ineligibility*, this shall be treated as a separate offence under this *Anti-Corruption Code* and separate proceedings will be brought pursuant to Article 4.7 of this *Anti-Corruption Code* or under the anti-corruption rules of the ICC or any other *National Cricket Federation*, as applicable.
- 6.8. Once any period of *Ineligibility* has expired, the *Participant* will automatically become re-eligible to participate (in the case of a *Player*) or assist a *Player's* participation (in the case of a *Player Support*

*Personnel*) or officiate (in the case of an *Umpire* or *Match Referee*) or be appointed to support an *Umpire* or *Match Referee* (in the case of an *Umpire Support Personnel*) in *Domestic Matches* and *Events* provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of *CA*; (b) satisfied, in full, any fine and/or award of costs made against him/her by any *Anti-Corruption Tribunal* or the *CAS*; and (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as *CA* may reasonably consider necessary given the nature and scope of the offence committed. However, *CA* will consider any request from any *Participant*, on the grounds of financial hardship, to make the payment of such fines and/or costs over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or installment thereof) not be paid to *CA* within such deadline or by the time of the next agreed payment date, then, unless *CA* agrees otherwise, the *Participant* may not play, coach, officiate or otherwise participate or be involved in any capacity in any *Domestic Match* until such payment has been satisfied in full.

## **ARTICLE 7. APPEALS**

**7.1.** The following decisions made under this *Anti-Corruption Code* may be challenged by *CA* or the *Participant* who is the subject of the decision (as applicable) and/or the *ICC* solely and exclusively by appeal to *CAS* as set out in this Article 7:

- 7.1.1.** a decision by the *Senior Commissioner*, pursuant to Articles 4.8.2 or 4.8.3, to lift or not to lift a Provisional Suspension;
- 7.1.2.** a decision that a charge of an offence under this *Anti-Corruption Code* should be dismissed for procedural or jurisdictional reasons;
- 7.1.3.** a decision that an offence under this *Anti-Corruption Code* has (or has not) been committed; and/or
- 7.1.4.** a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this *Anti-Corruption Code*.

- 7.2. Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 7.3. For the avoidance of any doubt, no party shall have any right of appeal against an *Agreed Sanction* imposed pursuant to Article 5.1.12.
- 7.4. The deadline for filing an appeal to CAS shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party pursuant to Article 5.2.1. To be a valid filing under this Article, a copy of the appeal must also be filed on the same day with the other party/parties to the proceedings.
- 7.5. In all appeals to CAS pursuant to this Article 7:
- 7.5.1. CAS' Code of Sports-related Arbitration shall apply, save as amended below.
  - 7.5.2. Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing *de novo* of the issues raised by the case. In all other cases, the appeal shall not take the form of a *de novo* hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.
  - 7.5.3. The governing law shall be the law of the State of Victoria, Australia.
  - 7.5.4. The decision of CAS on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the CAS decision.

## **ARTICLE 8. PUBLIC DISCLOSURE AND CONFIDENTIALITY**

- 8.1. Save in exceptional circumstances where CA, acting reasonably, deems it necessary for the purposes of protecting the integrity of the sport and/or any of its *Participants* (for example in circumstances where there is significant damaging and/or incorrect media speculation), neither CA nor the ICC, or any other *National Cricket*

*Federation* shall publicly identify any *Participant* who is being investigated or is alleged to have committed an offence under this *Anti-Corruption Code* unless and until he/she has been formally charged pursuant to Article 4.7, at which point it shall be entitled to publicly announce the name of the *Participant* charged and the offence with which he/she has been charged.

- 8.2.** Thereafter, *CA* will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the *Participant* involved in the case or his/her representatives or where otherwise necessary to preserve the public's confidence in the ability of *CA*, the *ICC* and/or the *National Cricket Federations* to fight corruption in the sport.
- 8.3.** Once the *Anti-Corruption Tribunal* has issued its decision pursuant to Articles 5.2.1 or 5.2.3 in respect of any charges brought under this *Anti-Corruption Code*:
- 8.3.1.** If the decision is that an offence has been committed: (a) the decision may, at the discretion of *CA*, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, *CA* may also publish details of such other parts of the proceedings before the *Anti-Corruption Tribunal* as *CA* thinks fit.
- 8.3.2.** If the decision exonerates the *Participant*, then the decision may be publicly reported only with the consent of the *Participant*. *CA* 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.
- 8.4.** *CA* shall use its best endeavours to ensure that persons under its control do not publicly identify any *Participant* who is alleged to have committed an offence under this *Anti-Corruption Code*, other than in accordance with Articles 8.1 to 8.3. However, *CA* in its discretion may at any time disclose to other organisations such information as *CA* may consider necessary or appropriate to facilitate administration or enforcement of the *Anti-Corruption Code*, provided that each organisation provides assurance satisfactory to *CA* that the organisation will maintain all such information in confidence.

## ARTICLE 9. RECOGNITION OF DECISIONS

Decisions made and *Provisional Suspensions* and sanctions imposed under this *Anti-Corruption Code* and/or the anti-corruption rules of the *ICC* and/or other *National Cricket Federations* shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the by the *ICC* and the relevant *National Cricket Federations* automatically upon receipt of notice of the same, without the need for further formality. This shall include (without limitation), where *CA* has the jurisdiction to do so, requiring the organisers of any *Matches*, tournaments or other events sanctioned by *CA* to recognise and give effect to such decisions and *Provisional Suspensions* and sanctions.

## ARTICLE 10. LIMITATION PERIODS

- 10.1.** No action may be commenced under this *Anti-Corruption Code* against a *Participant* for an offence under the *Anti-Corruption Code* more than ten (10) years after the date that the offence occurred.
- 10.2.** Subject strictly to Article 10.1, *CA* (at its discretion) may temporarily suspend investigations under this *Anti-Corruption Code* to avoid prejudice to, and/or to give precedence to, investigations conducted by other relevant authorities into the same or related matters.

## ARTICLE 11. AMENDMENT AND INTERPRETATION OF THIS ANTI-CORRUPTION CODE

- 11.1.** This *Anti-Corruption Code* may be amended from time to time by *CA*, with such amendments coming into effect on the date specified by *CA* or, if no date is specified, on the date the amended *Anti-Corruption Code* is published on the official *CA* website.
- 11.2.** The headings used for the various Articles of this *Anti-Corruption Code* are for the purpose of guidance only and shall not be deemed to be part of the substance of this *Anti-Corruption Code* or to inform or affect in any way the language of the provisions to which they refer.
- 11.3.** This *Anti-Corruption Code* shall come into full force and effect on 1 October 2015 (the “**Effective Date**”). It shall not operate to disturb

any decisions and/or sanctions previously made under predecessor anti-corruption or other relevant rules of CA, nor shall it apply retrospectively to matters pending before the *Effective Date*; provided, however, that any case pending prior to the *Effective Date*, or brought after the *Effective Date* but based on acts or omissions that occurred before the *Effective Date*, shall be governed by the predecessor version of the Anti-Corruption Code that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.

**11.4.** If any Article or provision of this *Anti-Corruption Code* is held invalid, unenforceable or illegal for any reason, it shall be deemed deleted, and this *Anti-Corruption Code* shall remain otherwise in full force and effect.

**11.5.** This *Anti-Corruption Code* is governed by and shall be construed in accordance with the laws of the State of Victoria, Australia. Strictly without prejudice to the arbitration provisions of Articles 5 and 7 of this *Anti-Corruption Code*, disputes relating to this *Anti-Corruption Code* shall be subject to the exclusive jurisdiction of the Victorian courts.

## APPENDIX 1 - DEFINITIONS

**Agreed Sanction.** As defined in Article 5.1.12.

**Anti-Corruption Tribunal.** A panel of three *Code of Behaviour Commissioners* (appointed pursuant to Article 5 and subject to Article 5.1.6) to perform the functions assigned to the *Anti-Corruption Tribunal* under this *Anti-Corruption Code*.

**Bet.** Any wager, bet or other form of speculation for consideration, and *Betting* is the carrying out of such activity.

**Betting Organisation.** Any company or other undertaking that promotes, brokers, arranges or conducts any form of *Betting* activity in relation to *Matches* or *Events*.

**CA.** Cricket Australia or its designee.

**CAS.** The Court of Arbitration for Sport in Lausanne, Switzerland.

**Code of Behaviour Commission.** The *CA Code of Behaviour Commission* established under the *CA Code of Behaviour*.

**Demand.** As defined in Article 4.3.

**Designated Anti-Corruption Official.** The *CA Anti-Corruption and Security Manager* and any designee/s duly authorised by him/her. For the avoidance of doubt, the *CA Head of Integrity* is a duly authorized designee of the *Designated Anti-Corruption Official*.

**Domestic Match.** Any cricket match:

- (a) played as part of the Australian men's domestic one-day competition;
- (b) played as part of the Australian men's domestic four-day competition;
- (c) played as part of the Australian men's domestic twenty20 competition (Big Bash League);

- (d) played by a *State or Territory Association* team against a touring international team in Australia or against any other team overseas;
- (e) played by a Big Bash League or WBBL team against a touring international twenty20 team or against any team overseas;
- (f) played as part of the WNCL competition;
- (g) played as part of the WBBL competition;
- (h) played as part of the Futures League competition;
- (i) played as part of the National Under 19 Male Championships;
- (j) played as part of the National Under 18 Female Championships;
- (k) played as part of the National Under 17 Male Championships;
- (l) played as part of the National Under 15 Female Championships;

and includes any other matches played under the jurisdiction or auspices or with the consent or approval of Cricket Australia or a *State or Territory Association*.

**Effective Date.** As defined in Article 11.3.

**Event.** Any competition, tournament, tour, series, event or equivalent that involves one or more *Domestic Matches*.

**ICC.** The International Cricket Council or its designee.

**ICC Events.** Each of the following: (a) the *ICC Cricket World Cup*; (b) the *ICC World Twenty20* (c) the *ICC Champions Trophy*; (d) the *ICC World Cricket League Championship and League Divisions 2-8 (inclusive)* and any regional qualifying events thereto; (e) the *ICC Women's Cricket World Cup*; (f) the *ICC Under 19 Cricket World Cup*; (g) the *ICC World Cup Qualifying Tournament*; (h) the *ICC Women's Cricket World Cup Qualifying Tournament* and any regional qualifying events thereto; (i) the *ICC World Twenty20 Qualifying Tournament*; (j) the *ICC Under 19 Cricket World Cup*

Qualifying Tournament and any regional qualifying events thereto; (k) the *ICC Intercontinental Cup and Shield*; and (l) any other event organised or sanctioned by the *ICC* from time to time which the *ICC* deems it appropriate that the anti-corruption rules of the *ICC* should apply.

***Ineligibility.*** Means the *Participant* is barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article 6.6.

***Inside Information.*** Any information relating to any *Match* or *Event* that a *Participant* possesses by virtue of his/her position within the sport. Such information includes, but is not limited to, factual information regarding the competitors in the *Match* or *Event*, the conditions, tactical considerations or any other aspect of the *Match* or *Event*, but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match* or *Event*.

***International Match.*** Each of the following (in men's and women's cricket): (a) any *Test Match*, *One Day International Match* or *Twenty20 International Match*; (b) any *Match* played as part of an *ICC Event*; (c) any *International Tour Match*; and (d) any other *Match* organized or sanctioned by the *ICC* from time to time to which the *ICC* deems it appropriate that the anti-corruption rules of the *ICC* should apply.

***International Tour Match.*** Any *Match* played between a representative team of any *National Cricket Federation* with full member status of the *ICC* (or any *National Cricket Federation* with associate member status of the *ICC* with Test and/or ODI or T20I status) and any domestic, guest or invitational team.

***Match.*** A cricket match of any format and duration in length in which two cricket teams compete against each other, played anywhere in the world.

***Match Referee.*** Any match referee who (a) is appointed (or who has been appointed in the preceding twelve (12) months) by *CA* or any other relevant party as the official match referee for any *Matches*, whether such *Match Referee* carries out his/her functions remotely or otherwise and/or (b) is contracted by *CA* to act as a match referee and/or (c) is subject to an

unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any other anti-corruption rules of the *ICC* or any other *National Cricket Federation*..

***National Cricket Federation.*** A national or regional entity which is a member of or is recognised by the *ICC* as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

***Notice of Charge.*** As defined in Article 4.7.

***One Day International Match.*** As defined by Section 33 of the *ICC Classification of Official Cricket*, as may be amended from time to time.

***Participant.*** As defined in Article 1.3.

***Pitch Curator.*** Any individual who acts as a pitch curator or groundsman (or who has acted in such capacity at any time in the preceding twelve (12) months) in any stadium or venue affiliated (whether through a club, franchise, county, state, territory or otherwise) to any *National Cricket Federation*.

***Player.*** Any cricketer who (a) is selected (or who has been selected in the preceding twelve (12) months) in any playing team or squad that is chosen to represent *CA* or a *State or Territory Association* in any *International Match* or *Domestic Match*, (b) is contracted to play cricket by *CA* or *State or Territory Associations* and/or (c) is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code*.

***Player Agent.*** Any individual who acts in any way (or who has acted in any way in the preceding twelve (12) months) in the capacity of agent, representative, advisor or otherwise in relation to the negotiation, arrangement, registration or execution of any employment or commercial agreement for a *Player*, irrespective of whether such individual is registered or licensed to perform such activity within a *National Cricket Federation* or not.

***Player Support Personnel.*** Any coach, trainer, manager, selector, team official, doctor, physiotherapist, dietitian, fitness, any other health related

adviser or any other person who (a) is employed by, represents or is otherwise affiliated to (or who has been employed by, represented or been otherwise affiliated to in the preceding twelve (12) months) a playing or touring club, team or squad that is chosen to represent CA or a *State or Territory Association* in any *International Match* or *Domestic Match* from time to time and/or (b) is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code.

***Provisional Hearing.*** For purposes of Article 4.8, an expedited hearing before the *Senior Commissioner* (sitting alone) that provides the *Participant* with notice and an opportunity to be heard in either written or oral form on whether or not the *Provisional Suspension* imposed on him/her should be lifted.

***Provisional Suspension.*** The *Participant* being temporarily barred from participating in the sport of cricket pending a determination of a charge that he/she has committed an offence under this *Anti-Corruption Code*, as set out more specifically in Article 4.8.

***Reward.*** A person acts “for *Reward*” if he/she solicits, arranges or agrees that he/she or some other third party will receive any direct or indirect financial or other benefit (whether of a monetary value or otherwise and can include a gift) for that act (other than official prize money and/or contracted payments under playing, service, endorsement, sponsorship or other such similar contracts), and the term “*Reward*” shall be construed accordingly.

***Senior Commissioner.*** The *Senior Commissioner* of the *Code of Behaviour Commission*.

***State or Territory Association.*** Each of the six (6) member associations of CA, and NT Cricket and Cricket ACT.

***Substantial Assistance.*** For purposes of Article 6.1.2.7, a *Participant* must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this *Anti-Corruption Code* and/or that the *Designated Anti-Corruption Official* reasonably considers may be helpful to it in its enforcement of the *Anti-Corruption Code* and

equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate upon request by the *Designated Anti-Corruption Official* with the investigation and adjudication of any case related to that information, including, for example, presenting truthful testimony at a hearing if requested to do so by *CA* or other relevant body. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

**Team.** Any team that plays in a *Match*.

**Test Match.** As defined by Section 33 of the *ICC Classification of Official Cricket*, as may be amended from time to time.

**Twenty20 International Match.** As defined by Section 33 of the *ICC Classification of Official Cricket*, as may be amended from time to time.

**Umpire.** Any umpire (including any on-field umpire, television umpire, third or fourth umpire) (a) who is appointed (or who has been appointed in the preceding twelve (12) months) by *CA* or any other relevant party to officiate in any *Matches* and/or (b) is contracted by *CA* to act as an umpire and/or (c) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any other anti-corruption rules of the *ICC* or any other *National Cricket Federation*.

**Umpire Support Personnel.** Any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for *Umpires* and *Match Referees* during a *Match*) or umpire coach who (a) is appointed (or has been appointed in the preceding twelve (12) months) by *CA* or any other relevant party to support the *Umpires* and/or *Match Referees* in their appointments to any *Match* and/or (b) is contracted by *CA* to support the *Umpires* and/or *Match Referees* in their appointments to any *Match* and/or (c) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or the anti-corruption rules of the *ICC* or any other *National Cricket Federation*.