

**INTERNATIONAL NETBALL FEDERATION LIMITED**

**ANTI-CORRUPTION CODE**

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## **1. INTRODUCTION, SCOPE AND APPLICATION**

- 1.1** INF has adopted this Anti-Corruption Code as the foundation for the fight against corruption in the sport of Netball, in recognition of the following fundamental sporting imperatives:
- (a) All Netball matches are to be contested on a level playing field, with the outcome to be determined solely by the respective sporting merits of the competing teams and to remain uncertain until the match is completed. It is this essential characteristic that gives the sport its unique appeal.
  - (b) Public confidence in the authenticity and integrity of the sporting contest and in the uncertainty of its outcome is vital. If that confidence is undermined, the very essence of the sport is compromised.
- 1.2** This Anti-Corruption Code is to be interpreted and applied by reference to such fundamental sporting imperatives (including where an issue arises that is not expressly addressed in this Anti-Corruption Code), which will take precedence over any strict legal or technical interpretation or application that may otherwise be proposed. Capitalised terms in this Anti-Corruption Code will have the meanings given to them in Appendix One. Unless the context otherwise requires, words denoting any one gender include all other genders, and words denoting the singular include the plural and vice versa; words importing persons (except the word 'individual') will include associations, federations, corporations and other organisations whether incorporated or unincorporated.
- 1.3** This Anti-Corruption Code will take effect from 21 August 2013 and may be amended from time to time by the Board.
- 1.4** This Anti-Corruption Code applies to and binds the following persons (collectively, the **Participants**), each of whom is deemed to have agreed to be bound by and to comply with its terms:
- (a) all persons and entities involved in organising and/or participating in any way in an International Event (including, without limitation, all players, umpires, Umpire Support Personnel, match officials, tournament officials, team officials and Athlete Support Personnel), from the date the person or entity is first selected to so organise and/or participate until the date that is six months after her/its last involvement in an International Event;
  - (b) all Athlete Support Personnel assisting one or more athletes participating in any way in an International Event, from the date the athlete in question is selected to so participate, until the date that is six months after that athlete's last involvement in an International Event;
  - (c) all persons and entities under the jurisdiction of any Member and/or Regional Federation (including, without limitation, their officers, officials, employees, appointees, representatives, contractors, agents, volunteers, members, players, coaches, trainers, managers, umpires, match officials and medical personnel), to the extent that their conduct may impact upon International Events; and
  - (d) all of INF's (or any affiliate or subsidiary company of INF's) constituent bodies, directors, officers, employees and appointees (including, without limitation, any person holding any appointment or sitting on any committee or panel of INF or any affiliate or subsidiary company of INF).
- 1.5** A Participant will remain liable under this Anti-Corruption Code in respect of any matters arising prior to the date that she/it ceases to be bound by this Anti-Corruption Code.
- 1.6** This Anti-Corruption Code and any dispute or claim arising out of or in connection with it (including non-contractual disputes and claims) will be governed by and construed in accordance with English law. Any potential breach of this Anti-Corruption Code will be

investigated in accordance with the Disciplinary and Dispute Resolution Regulations (as amended from time to time), and any alleged breach of this Anti-Corruption Code will be pursued under such regulations. Subject strictly thereto, any dispute or claim arising out of or in connection with this Anti-Corruption Code will be subject to the exclusive jurisdiction of the English courts.

### **Application at national level**

- 1.7** It is acknowledged that conduct prohibited under this Anti-Corruption Code may also amount to a criminal offence and/or a breach of other applicable laws or regulations. This Anti-Corruption Code is not intended to replace but to supplement such laws and regulations. It is therefore to be interpreted and applied without prejudice to the application of such laws and regulations.
- 1.8** It is acknowledged that, in addition to this Anti-Corruption Code, Participants may also be subject to separate regulations of Members and/or Regional Federations, and that the same circumstances may engage not only this Anti-Corruption Code but also such other regulations. For the avoidance of doubt, this Anti-Corruption Code is not intended to limit the responsibilities of any Participant under such other regulations, and nothing in such other regulations will be capable of limiting a Participant's responsibilities under this Anti-Corruption Code.
- 1.9** Each Member is encouraged to adopt its own anti-corruption code, to take effect in respect of Netball over which it has jurisdiction, using this Anti-Corruption Code as a guide.

## **2. OFFENCES**

The following conduct, when committed by a Participant (whether directly or indirectly), will constitute a breach of this Anti-Corruption Code by that Participant:

### **2.1 Interference with an International Event**

- 2.1.1** Fixing or contriving in any way or otherwise influencing improperly (or being a party to the fixing, contriving or other improper influencing of) the result, progress, outcome, conduct or any other aspect of any International Event.
- 2.1.2** Seeking, accepting, offering, or agreeing to accept or offer, any bribe or other Reward to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of any International Event (whether or not such bribe or other Reward is in fact given or received).
- 2.1.3** Failing to perform to the best of one's abilities in an International Event, for Reward or the expectation of Reward (whether or not such Reward is in fact given or received) or further to an agreement with a third party.
- 2.1.4** Ensuring the occurrence of a particular incident in an International Event, which occurrence is to the Participant's knowledge the subject of a Bet and for which she or another party expects to receive or has received any Reward.

### **2.2 Betting**

- 2.2.1** Placing, accepting, laying or otherwise entering into any Bet, or participating in any other form of Betting, in relation to the result, progress, outcome, conduct or any other aspect of any International Event.
- 2.2.2** Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to place, lay or otherwise enter into any Bet, or to participate in any other form of Betting, in relation to the result, progress, outcome, conduct or any other aspect of any International Event, in circumstances that the Participant knew or should have known could undermine public confidence in the integrity of an International Event or the sport of Netball.

## **2.3 Inside Information**

- 2.3.1 Using Inside Information for Betting purposes or otherwise in relation to Betting.
- 2.3.2 Disclosing Inside Information to any party (for Reward or otherwise) where the Participant knew or should have known that it might be used for Betting purposes or otherwise in relation to Betting.

## **2.4 Other offences**

- 2.4.1 Providing, offering, giving, requesting or receiving any gift or Reward in circumstances that the Participant knew or should have known could undermine public confidence in the integrity of an International Event or the sport of Netball (whether or not such gift or Reward is in fact given or received).
- 2.4.2 Committing any other act that could undermine public confidence in the integrity of an International Event or the sport of Netball.
- 2.4.3 Failing to disclose to INF, without delay, full details of all knowledge concerning:
  - (a) any approach or invitation received by the Participant to engage in conduct that would amount to a breach of this Anti-Corruption Code; and
  - (b) any incident, fact or matter that comes to the attention of the Participant that may evidence a potential breach of this Anti-Corruption Code by a third party, including (without limitation) any approach or invitation received by a third party to engage in conduct that would amount to a breach of this Anti-Corruption Code.

## **2.5 Attempt or agreement to breach, and other involvement in breach**

- 2.5.1 Any attempt by a Participant, or any agreement by a Participant with any other person or entity, to engage in conduct that would culminate in the commission of a breach of this Anti-Corruption Code will be treated as if such breach had been committed (whether or not such attempt or agreement in fact resulted in such breach) unless the Participant renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.
- 2.5.2 A Participant who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any act or omission by the Participant's coach, trainer, manager, agent, family member, guest or other affiliate or associate, that would have amounted to a breach of this Anti-Corruption Code if committed by the Participant herself, will be treated as if she committed such act or omission and will be held liable accordingly for breach of this Anti-Corruption Code.
- 2.5.3 A Participant who solicits, induces, entices, instructs, persuades, encourages or facilitates another Participant to commit a breach of this Anti-Corruption Code, or who knowingly assists, covers up or is otherwise complicit in another Participant's breach of this Anti-Corruption Code, will be treated as if she committed such breach herself and will be held liable accordingly for breach of this Anti-Corruption Code.

## **2.6 Irrelevant matters**

- 2.6.1 The following matters (without limitation) are not relevant to the determination of a breach of this Anti-Corruption Code:
  - (a) whether or not the Participant actually participated, or was assisting someone who participated, in the specific International Event in question;
  - (b) the nature or outcome of any Bet in issue;

- (c) the outcome of the International Event on which the Bet was made;
- (d) whether or not the Participant's efforts or performance (if any) in any International Event in issue were (or might reasonably be expected to have been) affected by the breach in question; and
- (e) whether or not the result or any other aspect of the International Event in issue was (or might reasonably be expected to have been) affected by the breach in question.

### **3. SANCTIONS**

- 3.1** Where it is determined that a breach of this Anti-Corruption Code has been committed, the hearing panel:
  - (a) will be required to impose a specified period of ineligibility on the Participant of a minimum of three months and a maximum of life, depending on what is proportionate in the circumstances of the case and, in particular, taking into account (i) the nature of the breach(es), (ii) the culpability of the Participant, (iii) the harm caused to the sport, (iv) the need to deter future breaches, and (v) any specific aggravating or mitigating factors;
  - (b) will have the discretion to impose a fine on the Participant, up to a maximum of the value of any Reward received by the Participant, directly or indirectly, as a result of the breach (unless otherwise specified, payable within 30 days); and
  - (c) will have the discretion to impose such other sanction(s) as may be deemed appropriate.
- 3.2** In determining the appropriate sanction(s), aggravating factors may include (without limitation):
  - (a) the age, experience and position of trust or authority of the Participant (for example, as captain of the team);
  - (b) the Participant's previous disciplinary record, including in particular any previous breaches of this Anti-Corruption Code or any similar offences;
  - (c) a lack of remorse on the part of the Participant (including, for example, refusing to participate in anti-corruption educational programmes);
  - (d) a finding that the Participant received or expected to receive a significant Reward as a result of the breach, or where the sums of money otherwise involved in the breach were substantial;
  - (e) a finding that the Participant committed more than one breach of this Anti-Corruption Code;
  - (f) a finding that the breach was part of a wider scheme involving other Participants; and
  - (g) a finding that the breach affected or had the potential to affect the course or outcome of an International Event.
- 3.3** In determining the appropriate sanction(s), mitigating factors may include (without limitation):
  - (a) the youth or inexperience of the Participant, and/or a finding that the Participant was taken advantage of by more senior or experienced Participants;
  - (b) the Participant's good previous disciplinary record;
  - (c) remorse on the part of the Participant (including, for example, agreeing to participate in anti-corruption educational programmes);

- (d) a finding that the Participant did not receive or expect to receive a significant Reward as a result of the breach, or where the sums of money otherwise involved in the breach were not substantial;
  - (e) a finding that the breach did not affect or have the potential to affect the course or outcome of an International Event;
  - (f) the Participant's timely admission of guilt when confronted with the breach;
  - (g) the Participant's cooperative behaviour during the course of the investigation and/or the proceedings relating to the breach (for example, providing information requested on a timely and complete basis); and
  - (h) the Participant's provision to INF of truthful, accurate and complete information about potential breaches of this Anti-Corruption Code and/or other similar laws or regulations of which the Participant has knowledge, and full cooperation with any investigation and prosecution (whether by INF or another body, including a criminal or regulatory body) of such breaches, including (without limitation) by testifying at a hearing if required to do so.
- 3.4** For the avoidance of doubt, the hearing panel will have no jurisdiction to adjust, reverse or amend the results of any International Event or other Netball match, competition or event. However, such matter may be referred to INF for consideration, or considered by INF at its own instigation, and INF will have the discretion to adjust, reverse or amend such results or to take such other remedial action as it considers appropriate.

## **APPENDIX ONE**

### **DEFINITIONS**

**Anti-Corruption Code** means this anti-corruption code, as amended from time to time.

**Athlete Support Personnel** means any coach, trainer, manager, agent, team staff, official, medical or para-medical personnel, selector, family member or other person working with, treating or assisting an athlete.

**Bet** means a bet, wager or any other form of financial speculation.

**Betting** means making, accepting, or laying a Bet, including (without limitation) activities commonly referred to as sports betting, such as fixed and running odds, totalisator/toto games, live betting, betting exchanges, spread betting, and other games offered by sports betting operators.

**Board** means the board of directors of INF, elected pursuant to the Articles of Association (as amended from time to time).

**INF** means the International Netball Federation Limited.

**Inside Information** means any information relating to any International Event that a Participant possesses by virtue of her position within the sport. Such information includes (without limitation) factual information regarding the competitors, the conditions, tactical considerations or any other aspect of the International 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 International Event.

**International Event** means a duly-sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**Member** means an entity that has been admitted as a member of INF in accordance with the Articles of Association (as amended from time to time).

**National Association** means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**Participant** has the meaning given to that term in clause 1.4.

**Regional Federation** means a regional federation established in accordance with the Articles of Association (as amended from time to time).

**Reward** means money or money's worth (other than prize money and/or contractual payments to be made under endorsement, sponsorship or other contracts).

**Umpire Support Personnel** means any umpire appointment panel member, assessor, umpire coach or umpire mentor.