

# NEBRASKA RACING & GAMING COMMISSION

## MEETING AGENDA

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Location: Meeting Via Webex

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Date: January 19, 2024

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Time: 1:30 pm

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### Join from the meeting link

<https://sonvideo.webex.com/sonvideo/j.php?MTID=m694d28cc2fff09b855357d0e3188f32b>

### Join by meeting number

Meeting number (access code): 2496 491 6640

Meeting password: DGt2P3mNWJ5

### Tap to join from a mobile device (attendees only)

+1-408-418-9388,,24964916640## United States Toll

### Join by phone

+1-408-418-9388 United States Toll

[Global call-in numbers](#)

### Join from a video system or application

Dial [24964916640@sonvideo.webex.com](mailto:24964916640@sonvideo.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

1. Open Meetings Act Notification  
Public bodies shall make available at the meeting...at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.
2. Election of Racing Commission Officers for 2024
3. Approval of Staff for 2024
4. Approval of Meeting Minutes and Financial Reports
  - a. November 17, 2023, Meeting Minutes
  - b. November, December 2023 Financial Reports - Rita Pracht
5. Approval of Simulcast Applications Received

- a. Fonner
  - b. Horsemen's
  - c. Legacy Downs
  - d. Columbus
6. Market Study - Discussion with Tom Zitt, The Innovation Group
- a. WarHorse Gaming Letter Regarding Market Study
  - b. Nebraska HBPA Response to Market Study
  - c. Questions for Mr. Zitt
  - d. What are the next steps for the Commission?
7. Harrah's Nebraska & Columbus Exposition and Racing
- a. New Columbus Facility Construction Update – Racing Facilities
  - b. Approval of Transfer of Columbus Exposition and Racing License and Simulcast License from Ag Park to 5944 Howard Blvd., effective on Opening Day
    - i. Approval of 2024 Live Race Date Application
    - ii. Approval of Simulcast Application
  - c. New Columbus Facility Construction Update – Gaming Facilities
  - d. Approval of Transfer of Harrah's Nebraska, LLC License from Ag Park to 5944 Howard Blvd., effective on Opening Day
    - i. Approval of Nebraska Racing and Gaming Commission Racetrack Authorized Gaming Operators Transfer Application
8. WarHorse Construction Update
- a. Omaha
  - b. Lincoln
9. Sports Wagering Catalog
- a. Champion League Soccer
10. Hastings Exposition and Racing (HER)  
 Approve conditions placed by the Commission on November 17, 2023, have been received and approved. This is only approval to move the license, not to build.
11. Grand Island Casino Resort request to modify hours of operation.  
 Approved by staff - Needs to be ratified.
12. Directives:
- 01-24 Health Papers
  - 02-24 Jockey Mount Fees
  - 03-24 Steroids
  - 04-24 Cancel Delay
  - 05-24 Test Barn Staff Using Needles
  - 06-24 Wearing Licenses
  - 07-24 Veterinarian License
  - 08-24 Rule 23.001.13

09-24 Revocation  
10-24 Saddling Horses in the Paddock  
11-24 Approved Safety Vests  
12-24 Approved Safety Helmets  
13-24 Riding Crop  
14-24 Jockey Insurance  
15-24 NSAID'S  
16-24 Thresholds CTMS  
17-24 Environmental Contaminants  
18-24 Simulcast Agreements  
19-24 Five-Year-Old Maidens  
20-24 Tattoos 21-21 Equine Injury Database  
21-24 Equine Injury Database  
22-24 Riding Crop Model Rule  
23-24 NQHRA Embryo Transfer Guidelines

13. NRGC IT Projects and Proposals
  - a. Diligent Board
  - b. Crime Soft
  - c. Licensing Database
  - d. Website
14. Paul Bauer - Proposal for Casino in Fremont
15. Fonner Park – Approval of 2024 Fonner Park Officials to NRGC and HBPA
16. Meetings with Associations
  - a. Nebraska Thoroughbred Breeders Association
  - b. Nebraska Horsemen's Benevolent and Protective Association
  - c. Nebraska Quarter Horse Racing Association
  - d. Nebraska Quarter Horse Breeders Association
  - e. Thoroughbred Racing Associations of Nebraska
17. Public Comments
18. Director's Update
  - a. Executive Director, Tom
  - b. Business Manager, Diane
  - c. IT Manager, Aaron
  - d. Director of Enforcement, Steve
  - e. Director of Compliance, Casey
19. Executive Session
20. Adjournment

Public bodies shall make available at the meeting...at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**From:** [Kathy Boone](#) on behalf of [JSP Legals](#)  
**To:** [Osterloo, Diane](#)  
**Subject:** RE: Publication  
**Date:** Thursday, January 4, 2024 1:44:43 PM  
**Attachments:** [image001.png](#)

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This notice has been scheduled to publish Jan 8

Thank you

## Kathy Boone

Direct: 219-853-2567

Please note adjusted holiday deadlines below

Lincoln Journal Star

Legals #: 402.473.7448

Email: [legals@journalstar.com](mailto:legals@journalstar.com)

Fremont Tribune

Legals #: 219-853-2567

Email: [legals@fremonttribune.com](mailto:legals@fremonttribune.com)

Beatrice Daily Sun

Legals #: 402-223-5233 x 4

Email: [Beatrice.legals@beatricedailysun.com](mailto:Beatrice.legals@beatricedailysun.com)

**Display Notices: Please submit as early as possible, at least 1-2 days before deadline. We have a 24 hour turnaround time to get them back from the studio and these need to be approved by the deadline.**

-  
**Please Note: Any 7-day period containing a legal holiday, where offices are closed, is subject to advanced deadlines.**

- **The Fremont, Beatrice & Lincoln papers will not be produced on Christmas Day and New Years Day**

-  
**Affidavits:** Please allow 7 to 10 business days to receive your Affidavit/Proof of Publication back in the mail after the last publication date.

**\*As of Feb. 1<sup>st</sup> 2023:** All credit card payments may be subject to a 3% surcharge.

We currently accept Visa, MasterCard, & Discover.

### **Below are the deadlines:**

#### **Fremont, Grand Island & Beatrice:**

<b><u>PUB DATE</u></b>	<b><u>DEADLINE</u></b>
Tuesday	Thursday, 4pm
Wednesday	Friday, 4pm
Thursday	Monday, 4pm
Friday	Tuesday, 4pm
Saturday	Wed, 4pm

The legal desk will be closed and No paper will be published on Jan 15

Publish Dates Jan 16 & 17 will deadline on Jan 17, 2024

**Lincoln Journal Star:**

<u>Publication Date</u>	<u>Submission Deadline</u>
Monday	Thursday 12pm
Tuesday	Friday 12pm
Wednesday	Friday 12pm
Thursday	Monday 12pm
Friday	Tuesday 12pm
Saturday	Wednesday 12pm
Sunday	Wednesday 12pm

The legal desk will be closed and no paper published on Jan 15.  
Publish dates Jan 16 & 17 will deadline at noon on Jan 17

\* Anything received after deadline will be scheduled for the next publication date.

**Display Notices:** Please submit as early as possible, at least 1-2 days before deadline. We have a 24 hour turnaround time to get them back from the studio and these need to be approved by the deadline.

**Please Note:** Any 7-day period containing a legal holiday, where offices are closed, is subject to advanced deadlines.



**From:** Osterloo, Diane [mailto:Diane.Osterloo@nebraska.gov]  
**Sent:** Wednesday, January 3, 2024 4:00 PM  
**To:** JSP Legals <legals@journalstar.com>  
**Cc:** Sage, Tom <Tom.Sage@nebraska.gov>  
**Subject:** Publication

**This Message Is From an External Sender**  
This message came from outside your organization.

Please let me know what date this will be published. Thank you.

**Diane Osterloo**  
**Business Manager III**  
NE Racing & Gaming Commission  
3401 Village Drive, Suite 100, Lincoln NE 68516  
**Web:** <https://racingcommission.nebraska.gov>  
**Email:** [diane.osterloo@nebraska.gov](mailto:diane.osterloo@nebraska.gov)

## Nebraska Racing & Gaming Commission

Last Name	First Name	Title	Location
Anderson	Steve	Director of Enforcement	Lincoln
Behn	Drew # 365	Lead Investigator	Lincoln
Courtright	Aaron	IT Manager	Lincoln
Eppens	Steve # 364	Investigator	Lincoln
Forrest	Ryan	Attorney III	Lincoln
Frazier	Ron	Compliance Representative I	Grand Island
Goode	Jon	Investigator	Columbus
Grace	Joshua	Office Specialist	Grand Island
Greenwallt	Scott # 366	Investigator	Grand Island
Holloway	Kirby # 367	Investigator	Columbus
London	Lisa	Office Specialist	Lincoln
Lubrano	Joshua	Compliance Representative II	Lincoln
Lueth	Clinton	IT Specialist	Lincoln
Osterloo	Diane	Business Mgr III	Lincoln
Corum	Chasmin	Gaming Compliance Rep I	Lincoln
Pracht	Rita	Account/Finance Mgr	Lincoln
Ricketts	Casey	Director of Compliance	Lincoln
Rydman	Shannene	Office Specialist	Grand Island
Sage	Tom	Agency Director	Lincoln
Salinas-Castillo	Saul # 368	Investigator	Grand Island
Skalberg	Kallie	Gaming Compliance Rep I	Columbus
Smith	Zachary	Investigator	Lincoln
Vogt	Kris	Compliance Supervisor	Lincoln
Yellow-Eagle	Holly	Compliance Specialist	Lincoln
Stinson	Sierra	Office Specialist	Lincoln
Morrell	Michael	Gaming Compliance Rep I	Lincoln

NEBRASKA RACING & GAMING COMMISSION  
MINUTES OF MEETING

DATE: November 17, 2023  
TIME: 1:30 PM  
LOCATION: NE Racing & Gaming Commission  
3401 Village Drive, Ste 100  
Lincoln NE 68516

PRESENT COMMISSIONERS:

Dennis P. Lee Chairman  
Janell Beveridge Commissioner  
Shane Greckel Vice Chairperson  
Jeffrey Galyen Commissioner  
Shelby Bakenhus Commissioner  
Tony Fulton Commissioner  
Chris Stinson Commissioner

ABSENT:

Chm. Lee convened the meeting at 1:35 pm in compliance with the provision of Neb. Rev. Stat. 84-1411. Notice of the meeting was published in the Lincoln Journal Star. In addition, copies of such notice have been sent to those on the Racing and Gaming Commission agenda mailing list. Notification was given to the public of the open meetings law and notification to its location for public view.

APPROVAL OF MEETING MINUTES AND FINANCIAL REPORTS

It was moved by Galyen, seconded by Bakenhus to approve the minutes from October 17, 2023. Voting aye: Lee, Galyen, Greckel, Bakenhus, Fulton, Stinson. Abstain: Beveridge. Motion carried. Mr. Fulton requested that the budget status report be added to the financials and send to each Commissioner prior to each meeting. It was moved by Fulton, seconded by Galyen to approve the October 2023 financial reports. Voting aye: Lee, Beveridge, Galyen, Greckel, Bakenhus, Fulton, Stinson. Motion carried.

SIMULCAST APPLICATIONS RECEIVED

Beveridge moved, seconded by Greckel to approve all applications submitted. Voting aye: Lee, Beveridge, Galyen, Greckel, Bakenhus, Fulton, Stinson. Motion carried.

REAL RESPONSE – LAUNCH OF INTEGRITY/TIP HOTLINE

Brianna Vargas and Blake Davison appeared and gave an introduction and demonstration of the program. A 15-minute question and answer session for media and the public was held after the presentation.

HARRAH'S NEBRASKA AND COLUMBUS EXPOSITION & RACING – UPDATE ON NEW FACILITY

Present were Tom Jackson, CER, Mary Vaggalis, Bruning Law Group, and Don Ostert, Harrah's Nebraska. An update of the new facility was given, and tentative dates for delivery of gaming equipment, closing of the temporary casino, and opening of the new casino were discussed.



### HARRAH'S NEBRASKA AND COLUMBUS EXPOSITION & RACING

Present were Tom Jackson, CER, Mary Vaggalis, Bruning Law Group, and Don Ostert, Harrah's Nebraska. Continued from the October 20, 2023, meeting. Galyen moved, seconded by Fulton to approve 6a - construction of an arena with 104 additional stalls, 6c – construction for jockey quarters, and 6f – the use of kiosks with the capability to process sports wagering and pari-mutuel wagers. Voting Aye: Lee, Beveridge, Galyen, Greckel, Bakenhus, Fulton. Abstain: Stinson. Motion carried.

Greckel moved, seconded by Beveridge to approve 6b – the modular building for administrative services, 6d – the planned layout of the Plaza, and 6e – the use of portable comfort stations for live race meets. Voting Aye: Lee, Beveridge, Greckel, Fulton, Stinson. Nay: Galyen. Abstain: Bakenhus. Motion carried.

### HASTINGS EXPOSITION & RACING

Galyen moved, seconded by Lee to approve the transfer of Hastings Exposition & Racing license from Adams County to Keith County subject to the Commission's review and approval of the racetrack plans and the market study and anything else the Commission deems relevant. Voting aye: Lee, Beveridge, Galyen, Greckel, Bakenhus, Fulton, Stinson. Motion carried.

### HARRAH'S NEBRASKA AND COLUMBUS EXPOSITION & RACING

Greckel moved, seconded by Galyen to approve the gaming floor, designated sports wagering area, and placement of sports wagering kiosks and terminals at their facility located at Ag Park. Voting aye: Lee, Beveridge, Galyen, Greckel, Bakenhus, Fulton, Stinson. Motion carried.

### WARHORSE CONSTRUCTION UPDATE

Lynn McNally appeared before the Commission and gave a construction update for both Lincoln and Omaha facilities.

### SPORTS WAGERING CATALOG

Nothing to report.

### MEETINGS WITH ASSOCIATIONS

Nebraska Thoroughbred Breeders' Association None. Nebraska Horsemen's Benevolent and Protective Association – Lynn McNally updated the Commission, Nebraska Quarter Horse Racing Association and Nebraska Quarter Horse Breeders Association – Ed Ziemba updated the Commission. Thoroughbred Racing Associations of Nebraska will begin again and will have a name change.

### PUBLIC COMMENTS

There were no public comments.

### DIRECTOR'S UPDATE

Director, Casey Ricketts, and Diane Osterloo gave updates on the Compliance and Licensing Divisions. Mr. Sage mentioned We will have a public meeting for the rules at our Commission meeting scheduled for January 19, 2024.

### EXECUTIVE SESSION

The Commission took a recess at 4:05 pm and went into executive session at 4:10 pm. In executive session personnel issues were discussed and no action was taken. The Commission came back on the record at 5:17 pm and the meeting was adjourned.









Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.474100.		531496	11/06/23	RC	RB	WARHORSE - OMAHA ANNUAL PAY	7303106		1,000,000.00-
23650	081	010	36811000.474100.		531494	11/06/23	RC	RB	WARHORSE LICENSE FEES	7303244		10,175.00-
23650	081	010	36811000.474100.		531494	11/06/23	RC	RB	WARHORSE LICENSE FEES	7303244		11,075.00-
23650	081	010	36811000.474100.		531494	11/06/23	RC	RB	WARHORSE LICENSE FEES	7303244		1,450.00-
23650	081	010	36811000.474100.		531495	11/06/23	RC	RB	EVERI LICENSE FEES	7303244		100.00-
23650	081	010	36811000.474100.		531782	11/07/23	RC	RB	LICENSE FEES	7304561		750.00-
23650	081	010	36811000.474100.		531974	11/09/23	RC	RB	LICENSE FEES	7307926		275.00-
23650	081	010	36811000.474100.		531974	11/09/23	RC	RB	LICENSE FEES	7307926		50.00-
23650	081	010	36811000.474100.		533135	11/16/23	RC	RB	LICENSE FEES	7314016		390.00-
23650	081	010	36811000.474100.		534924	11/29/23	RC	RB	LICENSE FEES	7324119		1,825.00-
23650	081	010	36811000.474100.		534924	11/29/23	RC	RB	LICENSE FEES	7324119		50.00-
Total for Object			474100 GENERAL BUSINESS FEES									1,026,140.00-
23650	081	010	36811000.481100.		22396227	11/17/23	JE	G	OIP Oct 23 2.78034%	7315173		12,797.60-
Total for Object			481100 INVESTMENT INCOME									12,797.60-
23650	081	010	36811000.511100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		11,697.10
23650	081	010	36811000.511100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		12,339.11
23650	081	010	36811000.511100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		11,651.99
Total for Object			511100 PERMANENT SALARIES-WAGES									35,688.20
23650	081	010	36811000.511600.		3177387	11/30/23	T2	7	PAYROLL LABOR DISTRIBUTION	7314322		7,230.86
Total for Object			511600 PER DIEM PAYMENTS									7,230.86
23650	081	010	36811000.512100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		90.23
23650	081	010	36811000.512100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		108.28
23650	081	010	36811000.512100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		72.18
Total for Object			512100 VACATION LEAVE EXPENSE									270.69
23650	081	010	36811000.512200.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		649.66
23650	081	010	36811000.512200.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		63.16
Total for Object			512200 SICK LEAVE EXPENSE									712.82
23650	081	010	36811000.512300.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		1,309.71
23650	081	010	36811000.512300.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		1,309.71
Total for Object			512300 HOLIDAY LEAVE EXPENSE									2,619.42
23650	081	010	36811000.515100.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		980.69
23650	081	010	36811000.515100.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		980.69

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.515100.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		980.69
Total for Object			515100 RETIREMENT PLANS EXPENSE									2,942.07
23650	081	010	36811000.515200.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		947.27
23650	081	010	36811000.515200.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		947.27
23650	081	010	36811000.515200.		3177388	11/30/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7314322		553.14
23650	081	010	36811000.515200.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		1,001.94
Total for Object			515200 FICA EXPENSE									3,449.62
23650	081	010	36811000.515500.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		2,002.59
23650	081	010	36811000.515500.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		2,002.59
Total for Object			515500 HEALTH INSURANCE EXPENSE									4,005.18
23650	081	010	36811000.521100.		22352766	11/13/23	JE	G	20231001 - 20231031	7309789		1.54
Total for Object			521100 POSTAGE EXPENSE									1.54
23650	081	010	36811000.521400.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		714.00
Total for Object			521400 CIO CHARGES									714.00
23650	081	010	36811000.521410.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		435.00
Total for Object			521410 OCIO - EQUIP LEASING									435.00
23650	081	010	36811000.521441.		53534381	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321719		269.75
Total for Object			521441 OCIO - COMMUNICATIONS									269.75
23650	081	010	36811000.521500.		22166549	11/13/23	JE	G	COPY SERVICES JUL-SEP 2023	7274446		1,189.99
23650	081	010	36811000.521500.		53534183	11/27/23	PV	V	LINCOLN JOURNAL STAR - PAYMENT	7321550		6.78
Total for Object			521500 PUBLICATION & PRINT EXP									1,196.77
23650	081	010	36811000.522100.		53480744	11/20/23	PV	V	SAGE, THOMAS J	7316828		102.66
Total for Object			522100 DUES & SUBSCRIPTION EXP									102.66
23650	081	010	36811000.524600.		22290519	11/07/23	JE	G	RENT & LB530 NOV 2023 - OTHER	7295817		19,674.11
Total for Object			524600 RENT EXPENSE-BUILDINGS									19,674.11
23650	081	010	36811000.531100.		22120998	11/01/23	JE	G	OFFICE DEPOT SEP 2023	7266862		85.74
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		29.96
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		49.10
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		18.51



Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		7.59
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		115.42
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		83.82
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		13.97
23650	081	010	36811000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		11.33
Total for Object			531100 OFFICE SUPPLIES EXPENSE									415.44
23650	081	010	36811000.534900.		53420497	11/03/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7302336		112.00
23650	081	010	36811000.534900.		53420497	11/03/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7302336		24.00
23650	081	010	36811000.534900.		53420506	11/03/23	PV	V	CULLIGAN OF GRAND ISLAND	7302336		15.00
23650	081	010	36811000.534900.		53534179	11/27/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7321550		12.00
Total for Object			534900 MISCELLANEOUS SUP EXP									163.00
23650	081	010	36811000.539500.		53415924	11/02/23	PC	V	Purchase Card Offset	7299416		2,007.26
23650	081	010	36811000.539500.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		2,007.26-
Total for Object			539500 PURCHASING CARD SUSPENSE									
23650	081	010	36811000.545001.		53534352	11/27/23	PV	V	NEBRASKA STATE PATROL	7321719		45.25
Total for Object			545001 FINGERPRINT SERVICES									45.25
23650	081	010	36811000.549200.		2051705	11/13/23	OV	O	MIDWEST ALARM SERVICES - PURCH	7309246		600.00
23650	081	010	36811000.549200.		2051705	11/13/23	OV	O	MIDWEST ALARM SERVICES - PURCH	7309246		300.00
Total for Object			549200 JANITORIAL/SECURITY SRVS									900.00
23650	081	010	36811000.554100.		53436788	11/08/23	PV	V	SPECTRUM	7306805		108.76
Total for Object			554100 DATA SERVICES									108.76
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		2,499.00
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		2,165.80
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		2,165.80
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		833.00
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		833.00
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		1,166.20
23650	081	010	36811000.554900.		2049660	11/03/23	OV	O	GAMING LABORATORIES INTERNATIO	7302175		999.60
23650	081	010	36811000.554900.		53420625	11/03/23	PV	V	GAMING LABORATORIES INTERNATIO	7302403		4.27
Total for Object			554900 OTHER CONTRACTUAL SERVICES									10,666.67
23650	081	010	36811000.571100.		53420316	11/03/23	PV	V	CORNHUSKER HOTEL	7302186		98.00
23650	081	010	36811000.571100.		53480684	11/20/23	PV	V	SAGE, THOMAS J	7316735		1,549.90

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.571100.		53480744	11/20/23	PV	V	SAGE, THOMAS J	7316828		1,675.08
23650	081	010	36811000.571100.		53534185	11/27/23	PV	V	HAMPTON INN - KEARNEY	7321550		169.00
23650	081	010	36811000.571100.		53534267	11/27/23	PV	V	BEVERIDGE, JANELL L	7321626		62.00
Total for Object			571100 LODGING									3,429.98
23650	081	010	36811000.571600.		22306086	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		225.24
Total for Object			571600 MEALS - TAXABLE									225.24
23650	081	010	36811000.571800.		53420641	11/03/23	PV	V	FORREST, RYAN K	7302412		217.36
23650	081	010	36811000.571800.		53480684	11/20/23	PV	V	SAGE, THOMAS J	7316735		248.33
23650	081	010	36811000.571800.		53480689	11/20/23	PV	V	SAGE, THOMAS J	7316735		80.33
23650	081	010	36811000.571800.		53480696	11/20/23	PV	V	SAGE, THOMAS J	7316735		40.25
23650	081	010	36811000.571800.		53480744	11/20/23	PV	V	SAGE, THOMAS J	7316828		402.52
23650	081	010	36811000.571800.		53534267	11/27/23	PV	V	BEVERIDGE, JANELL L	7321626		55.13
Total for Object			571800 MEALS - TRAVEL STATUS									1,043.92
23650	081	010	36811000.572100.		53420641	11/03/23	PV	V	FORREST, RYAN K	7302412		84.76
23650	081	010	36811000.572100.		53480684	11/20/23	PV	V	SAGE, THOMAS J	7316735		291.83
23650	081	010	36811000.572100.		53480744	11/20/23	PV	V	SAGE, THOMAS J	7316828		621.00
Total for Object			572100 COMMERCIAL TRANSPORTATIO									997.59
23650	081	010	36811000.574500.		53425225	11/06/23	PV	V	GRECKEL, SHANE J	7303605		242.36
23650	081	010	36811000.574500.		53425231	11/06/23	PV	V	LEE, DENNIS P	7303605		77.30
23650	081	010	36811000.574500.		53425236	11/06/23	PV	V	STINSON, JOHN C	7303605		128.38
23650	081	010	36811000.574500.		53425240	11/06/23	PV	V	GALYEN, JEFFREY P	7303605		174.24
23650	081	010	36811000.574500.		53425251	11/06/23	PV	V	BAKENHUS, SHELBY K	7303605		154.58
23650	081	010	36811000.574500.		53480684	11/20/23	PV	V	SAGE, THOMAS J	7316735		13.10
23650	081	010	36811000.574500.		53480689	11/20/23	PV	V	SAGE, THOMAS J	7316735		182.10
23650	081	010	36811000.574500.		53480696	11/20/23	PV	V	SAGE, THOMAS J	7316735		415.60
23650	081	010	36811000.574500.		53480744	11/20/23	PV	V	SAGE, THOMAS J	7316828		13.10
23650	081	010	36811000.574500.		53534256	11/27/23	PV	V	GALYEN, JEFFREY P	7321626		174.24
23650	081	010	36811000.574500.		53534258	11/27/23	PV	V	LEE, DENNIS P	7321626		77.30
23650	081	010	36811000.574500.		53534267	11/27/23	PV	V	BEVERIDGE, JANELL L	7321626		343.22
23650	081	010	36811000.574500.		53534272	11/27/23	PV	V	GRECKEL, SHANE J	7321626		242.36
23650	081	010	36811000.574500.		53534274	11/27/23	PV	V	STINSON, JOHN C	7321626		128.38
23650	081	010	36811000.574500.		53534276	11/27/23	PV	V	BAKENHUS, SHELBY K	7321626		154.58
Total for Object			574500 PERSONAL VEHICLE MILEAGE									2,520.84
23650	081	010	36811000.575100.		53420316	11/03/23	PV	V	CORNHUSKER HOTEL	7302186		22.00







Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23650	081	020	36812000.571800.		53436520	11/08/23	PV	V	PERKINS, KYLE R	7306590		59.85	
23650	081	020	36812000.571800.		53436522	11/08/23	PV	V	DIETRICH, LEA	7306590		59.85	
23650	081	020	36812000.571800.		53436586	11/08/23	PV	V	VOGT, KRISTEN	7306590		59.85	
23650	081	020	36812000.571800.		53480749	11/20/23	PV	V	SKALBERG, KALLIE R	7316828		59.85	
23650	081	020	36812000.571800.		53480816	11/20/23	PV	V	LUBRANO, JOSHUA R	7316828		59.85	
Total for Object			571800	MEALS - TRAVEL STATUS									299.25
23650	081	020	36812000.574500.		53420639	11/03/23	PV	V	SKALBERG, KALLIE R	7302412		116.99	
23650	081	020	36812000.574500.		53436520	11/08/23	PV	V	PERKINS, KYLE R	7306590		129.70	
23650	081	020	36812000.574500.		53436522	11/08/23	PV	V	DIETRICH, LEA	7306590		221.92	
23650	081	020	36812000.574500.		53436586	11/08/23	PV	V	VOGT, KRISTEN	7306590		246.94	
23650	081	020	36812000.574500.		53480674	11/20/23	PV	V	VOGT, KRISTEN	7316735		146.72	
23650	081	020	36812000.574500.		53480680	11/20/23	PV	V	SKALBERG, KALLIE R	7316735		104.80	
23650	081	020	36812000.574500.		53480749	11/20/23	PV	V	SKALBERG, KALLIE R	7316828		117.90	
23650	081	020	36812000.574500.		53480760	11/20/23	PV	V	DIETRICH, LEA	7316828		104.40	
23650	081	020	36812000.574500.		53480816	11/20/23	PV	V	LUBRANO, JOSHUA R	7316828		293.44	
23650	081	020	36812000.574500.		53534305	11/27/23	PV	V	SKALBERG, KALLIE R	7321680		112.66	
Total for Object			574500	PERSONAL VEHICLE MILEAGE									1,595.47
Total for Business Unit		36812000	GAMING COMPLIANCE										70,632.35

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	030	36813000.511100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		14,316.41
23650	081	030	36813000.511100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		17,654.42
23650	081	030	36813000.511100.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		2,601.56-
23650	081	030	36813000.511100.		22359744	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		2,944.03-
23650	081	030	36813000.511100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		13,859.13
Total for Object			511100 PERMANENT SALARIES-WAGES									40,284.37
23650	081	030	36813000.511300.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		143.69
23650	081	030	36813000.511300.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		143.69-
Total for Object			511300 OVERTIME PAYMENTS									
23650	081	030	36813000.511900.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		100.00
23650	081	030	36813000.511900.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		100.00-
Total for Object			511900 SUPPLEMENTAL									
23650	081	030	36813000.512100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		636.54
23650	081	030	36813000.512100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		2,805.73
Total for Object			512100 VACATION LEAVE EXPENSE									3,442.27
23650	081	030	36813000.512200.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		2,348.49
23650	081	030	36813000.512200.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		225.58
Total for Object			512200 SICK LEAVE EXPENSE									2,574.07
23650	081	030	36813000.512300.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		1,851.65
23650	081	030	36813000.512300.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		1,851.65
Total for Object			512300 HOLIDAY LEAVE EXPENSE									3,703.30
23650	081	030	36813000.515100.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		1,397.30
23650	081	030	36813000.515100.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		1,386.56
23650	081	030	36813000.515100.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		203.18-
23650	081	030	36813000.515100.		22359744	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		220.46-
23650	081	030	36813000.515100.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		1,386.56
Total for Object			515100 RETIREMENT PLANS EXPENSE									3,746.78
23650	081	030	36813000.515200.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		1,260.77
23650	081	030	36813000.515200.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		1,314.73
23650	081	030	36813000.515200.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		145.60-
23650	081	030	36813000.515200.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		34.06-
23650	081	030	36813000.515200.		22359744	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		169.57-

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	030	36813000.515200.		22359744	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		39.65-
23650	081	030	36813000.515200.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		1,416.50
Total for Object			515200 FICA EXPENSE									3,603.12
23650	081	030	36813000.515400.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		8.40
Total for Object			515400 LIFE & ACCIDENT INS EXP									8.40
23650	081	030	36813000.515500.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		7,713.99
23650	081	030	36813000.515500.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		3,368.43
Total for Object			515500 HEALTH INSURANCE EXPENSE									11,082.42
23650	081	030	36813000.521300.		53420486	11/03/23	PV	V	ON TARGET AMMUNITION LLC	7302336		89.69
23650	081	030	36813000.521300.		53534177	11/27/23	PV	V	JACKS UNIFORMS & EQUIPMENT	7321550		14.99
Total for Object			521300 FREIGHT EXPENSE									104.68
23650	081	030	36813000.521400.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		539.50
Total for Object			521400 CIO CHARGES									539.50
23650	081	030	36813000.521410.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		304.00
Total for Object			521410 OCIO - EQUIP LEASING									304.00
23650	081	030	36813000.521411.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		450.00
Total for Object			521411 OCIO - PUBLIC SAFETY COMM									450.00
23650	081	030	36813000.521441.		53534381	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321719		615.13
Total for Object			521441 OCIO - COMMUNICATIONS									615.13
23650	081	030	36813000.522100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		30.00
Total for Object			522100 DUES & SUBSCRIPTION EXP									30.00
23650	081	030	36813000.522200.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		165.00
Total for Object			522200 CONFERENCE REGISTRATION									165.00
23650	081	030	36813000.522600.		53534368	11/27/23	PV	V	NEBRASKA STATE PATROL	7321719		90.50
Total for Object			522600 JOB APPLICANT EXPENSE									90.50
23650	081	030	36813000.531100.		22120998	11/01/23	JE	G	OFFICE DEPOT SEP 2023	7266862		81.53
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		26.98
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		6.39



Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		41.36
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		6.39
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		51.35
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		20.89
23650	081	030	36813000.531100.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		6.39
23650	081	030	36813000.531100.		53420478	11/03/23	PV	V	EAGLE PRINTING & SIGN	7302336		102.75
Total for Object			531100 OFFICE SUPPLIES EXPENSE									344.03
23650	081	030	36813000.531200.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		10.26
23650	081	030	36813000.531200.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		10.26-
23650	081	030	36813000.531200.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		9.99
23650	081	030	36813000.531200.		22306239	11/02/23	J1	G	PURCHASE CARD TRANSACTION	7299510		22.63
Total for Object			531200 IT SUPPLIES									32.62
23650	081	030	36813000.534901.		53420486	11/03/23	PV	V	ON TARGET AMMUNITION LLC	7302336		1,250.00
23650	081	030	36813000.534901.		53534177	11/27/23	PV	V	JACKS UNIFORMS & EQUIPMENT	7321550		57.95
Total for Object			534901 FIREARMS AND RELATED SUPP									1,307.95
23650	081	030	36813000.555510.		53420514	11/03/23	PV	V	TRACERS INFORMATION SPECIALIST	7302336		1,250.00
Total for Object			555510 SAAS SUBSCRIPTION FEES									1,250.00
23650	081	030	36813000.559100.		53534188	11/27/23	PV	V	DEPARTMENT OF HOMELAND SECURIT	7321550		27.00
Total for Object			559100 OTHER OPERATING EXP									27.00
23650	081	030	36813000.571800.		53425207	11/06/23	PV	V	GREENWALT, SCOTT J	7303605		90.83
23650	081	030	36813000.571800.		53436594	11/08/23	PV	V	GOODE, JON B	7306590		61.96
Total for Object			571800 MEALS - TRAVEL STATUS									152.79
23650	081	030	36813000.573100.		53534371	11/27/23	PV	V	AS - TRANSPORTATION SERVICES B	7321719		835.22
23650	081	030	36813000.573100.		53534376	11/27/23	PV	V	AS - TRANSPORTATION SERVICES B	7321719		1,877.95
Total for Object			573100 STATE-OWNED TRANSPORT									2,713.17
23650	081	030	36813000.574500.		53420640	11/03/23	PV	V	HOLLOWAY, KIRBY L	7302412		176.86
23650	081	030	36813000.574500.		53425207	11/06/23	PV	V	GREENWALT, SCOTT J	7303605		196.63
23650	081	030	36813000.574500.		53436587	11/08/23	PV	V	GOODE, JON B	7306590		110.04
23650	081	030	36813000.574500.		53436594	11/08/23	PV	V	GOODE, JON B	7306590		110.04
23650	081	030	36813000.574500.		53480673	11/20/23	PV	V	SALINAS CASTILLO, SAUL E	7316735		125.76
23650	081	030	36813000.574500.		53480676	11/20/23	PV	V	HOLLOWAY, KIRBY L	7316735		176.86
23650	081	030	36813000.574500.		53480751	11/20/23	PV	V	SMITH, ZACHARY M	7316828		24.50



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23650	081	040	36814000.511100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		6,102.32
23650	081	040	36814000.511100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		6,780.36
23650	081	040	36814000.511100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		5,109.46
Total for Object			511100 PERMANENT SALARIES-WAGES									17,992.14
23650	081	040	36814000.512200.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		992.87
Total for Object			512200 SICK LEAVE EXPENSE									992.87
23650	081	040	36814000.512300.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		678.04
23650	081	040	36814000.512300.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		678.04
Total for Object			512300 HOLIDAY LEAVE EXPENSE									1,356.08
23650	081	040	36814000.515100.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		507.72
23650	081	040	36814000.515100.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		507.72
23650	081	040	36814000.515100.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		507.72
Total for Object			515100 RETIREMENT PLANS EXPENSE									1,523.16
23650	081	040	36814000.515200.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		499.44
23650	081	040	36814000.515200.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		499.45
23650	081	040	36814000.515200.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		518.70
Total for Object			515200 FICA EXPENSE									1,517.59
23650	081	040	36814000.515500.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		515.20
23650	081	040	36814000.515500.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		515.20
Total for Object			515500 HEALTH INSURANCE EXPENSE									1,030.40
23650	081	040	36814000.521400.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		293.50
Total for Object			521400 CIO CHARGES									293.50
23650	081	040	36814000.521402.		53534381	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321719		410.45
Total for Object			521402 OCIO - NETWORK									410.45
23650	081	040	36814000.521410.		53534402	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321782		159.00
Total for Object			521410 OCIO - EQUIP LEASING									159.00
23650	081	040	36814000.521441.		53534381	11/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7321719		239.73
Total for Object			521441 OCIO - COMMUNICATIONS									239.73
23650	081	040	36814000.522600.		53534368	11/27/23	PV	V	NEBRASKA STATE PATROL	7321719		45.25



Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	050	36815000.511100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		4,439.31
23650	081	050	36815000.511100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		4,566.62
23650	081	050	36815000.511100.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		857.75-
23650	081	050	36815000.511100.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		418.89-
23650	081	050	36815000.511100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		3,974.58
Total for Object			511100 PERMANENT SALARIES-WAGES									11,703.87
23650	081	050	36815000.511300.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		185.51
23650	081	050	36815000.511300.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		185.51-
Total for Object			511300 OVERTIME PAYMENTS									
23650	081	050	36815000.512100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		35.91
23650	081	050	36815000.512100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		318.19
23650	081	050	36815000.512100.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		102.86
Total for Object			512100 VACATION LEAVE EXPENSE									456.96
23650	081	050	36815000.512200.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		291.45
23650	081	050	36815000.512200.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		411.45
23650	081	050	36815000.512200.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		689.21
Total for Object			512200 SICK LEAVE EXPENSE									1,392.11
23650	081	050	36815000.512300.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		529.62
23650	081	050	36815000.512300.		3177544	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7318800		529.62
Total for Object			512300 HOLIDAY LEAVE EXPENSE									1,059.24
23650	081	050	36815000.515100.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		396.61
23650	081	050	36815000.515100.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		410.49
23650	081	050	36815000.515100.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		64.23-
23650	081	050	36815000.515100.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		42.42-
23650	081	050	36815000.515100.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		396.61
Total for Object			515100 RETIREMENT PLANS EXPENSE									1,097.06
23650	081	050	36815000.515200.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		377.75
23650	081	050	36815000.515200.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		391.94
23650	081	050	36815000.515200.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		53.18-
23650	081	050	36815000.515200.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		12.44-
23650	081	050	36815000.515200.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		35.12-
23650	081	050	36815000.515200.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		8.21-
23650	081	050	36815000.515200.		3177545	11/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7318800		405.17





Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.454300.		533131	11/16/23	RC	RB	COLUMBUS STF OCTOBER 2023	7313970		3,946.74-
23610	074	000	36100000.454300.		533132	11/16/23	RC	RB	FONNOR STF OCTOBER 2023	7313970		4,655.85-
23610	074	000	36100000.454300.		533133	11/16/23	RC	RB	LINCOLN STF OCTOBER 2023	7313970		9,318.22-
23610	074	000	36100000.454300.		533134	11/16/23	RC	RB	OMAHA STF OCTOBER 2023	7313970		11,308.43-
Total for Object			454300 PARI-MUTUEL WAGERING TAX									29,229.24-
23610	074	000	36100000.474100.		533130	11/16/23	RC	RB	COLUMBUS RACING LICENSE FEES	7314051		1,080.00-
23610	074	000	36100000.474100.		533130	11/16/23	RC	RB	COLUMBUS RACING LICENSE FEES	7314051		170.00-
23610	074	000	36100000.474100.		534169	11/20/23	RC	RB	LICENSE FEE	7317339		100.00-
23610	074	000	36100000.474100.		534924	11/29/23	RC	RB	LICENSE FEES	7324119		15.00-
23610	074	000	36100000.474100.		534925	11/29/23	RC	RB	HASTINGS RACE DAY FEE	7324119		50.00-
23610	074	000	36100000.474100.		22464456	11/30/23	JT	G	Tyler Tech 11/28/23	7324549		200.00-
Total for Object			474100 GENERAL BUSINESS FEES									1,615.00-
23610	074	000	36100000.474103.		533129	11/16/23	RC	RB	KUHLMAN RACING VET LIST REMBUR	7314029		354.00-
Total for Object			474103 ADMIN SERVICE FEES									354.00-
23610	074	000	36100000.481100.		22396227	11/17/23	JE	G	OIP Oct 23 2.78034%	7315173		555.58-
Total for Object			481100 INVESTMENT INCOME									555.58-
23610	074	000	36100000.511100.		3177012	11/01/23	T2	7	PAYROLL LABOR DISTRIBUTION	7293729		5,247.20
23610	074	000	36100000.511100.		3177198	11/15/23	T2	7	PAYROLL LABOR DISTRIBUTION	7306979		5,247.20
23610	074	000	36100000.511100.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		2,745.25
23610	074	000	36100000.511100.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		857.75
23610	074	000	36100000.511100.		22352807	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		475.83
23610	074	000	36100000.511100.		22359744	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		2,944.03
23610	074	000	36100000.511100.		22359745	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		604.40
23610	074	000	36100000.511100.		22359746	11/14/23	JE	G	CHG BU B#7306979 GL 11/15/23	7310563		634.44
23610	074	000	36100000.511100.		3177661	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7322793		1,311.80
23610	074	000	36100000.511100.		22448638	11/28/23	JE	G	CHG BU B#7306979 GL 11/15/23	7322876		218.50
Total for Object			511100 PERMANENT SALARIES-WAGES									20,286.40
23610	074	000	36100000.512100.		3177661	11/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7322793		1,311.80
Total for Object			512100 VACATION LEAVE EXPENSE									1,311.80
23610	074	000	36100000.515100.		3177013	11/01/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7293729		392.92
23610	074	000	36100000.515100.		3177199	11/15/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7306979		392.92
23610	074	000	36100000.515100.		22352804	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		203.18
23610	074	000	36100000.515100.		22352806	11/13/23	JE	G	CHG BU B#7293729 GL 11/01/23	7309972		64.23





Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.546800.		2050314	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		1,100.00
23610	074	000	36100000.546800.		2050317	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		1,100.00
23610	074	000	36100000.546800.		2050319	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		1,650.00
23610	074	000	36100000.546800.		2050322	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		600.00
Total for Object			546800 VETERINARY SERVICES									4,450.00
23610	074	000	36100000.571100.		53420320	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53420321	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53420322	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		214.00
23610	074	000	36100000.571100.		53420325	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53420326	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		214.00
23610	074	000	36100000.571100.		53420329	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53420330	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53420332	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		214.00
23610	074	000	36100000.571100.		53420333	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		321.00
23610	074	000	36100000.571100.		53420334	11/03/23	PV	V	HOLIDAY INN EXPRESS - COLUMBUS	7302186		107.00
23610	074	000	36100000.571100.		53436789	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		196.00
23610	074	000	36100000.571100.		53436789	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		3,789.00
23610	074	000	36100000.571100.		53436792	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		196.00
23610	074	000	36100000.571100.		53436792	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		321.00
23610	074	000	36100000.571100.		53436792	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		214.00
23610	074	000	36100000.571100.		53436792	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		196.00
23610	074	000	36100000.571100.		53436792	11/08/23	PV	V	HAMPTON INN COLUMBUS	7306805		214.00
Total for Object			571100 LODGING									6,731.00
23610	074	000	36100000.571800.		53420643	11/03/23	PV	V	RYDMAN, SHANNENE S	7302412		87.33
23610	074	000	36100000.571800.		53420644	11/03/23	PV	V	RYDMAN, SHANNENE S	7302412		87.33
23610	074	000	36100000.571800.		53425207	11/06/23	PV	V	GREENWALT, SCOTT J	7303605		110.26
23610	074	000	36100000.571800.		53425218	11/06/23	PV	V	HOULAHAN, JAMES P	7303605		55.13
23610	074	000	36100000.571800.		53436524	11/08/23	PV	V	POLLOCK, ROBERT	7306590		513.98
23610	074	000	36100000.571800.		53436544	11/08/23	PV	V	RYDMAN, SHANNENE S	7306590		119.53
23610	074	000	36100000.571800.		53436555	11/08/23	PV	V	FRAZIER, RONALD J	7306590		263.22
23610	074	000	36100000.571800.		53436558	11/08/23	PV	V	FRAZIER, RONALD J	7306590		63.18
23610	074	000	36100000.571800.		53480696	11/20/23	PV	V	SAGE, THOMAS J	7316735		40.25
Total for Object			571800 MEALS - TRAVEL STATUS									1,340.21
23610	074	000	36100000.574500.		53420643	11/03/23	PV	V	RYDMAN, SHANNENE S	7302412		96.29
23610	074	000	36100000.574500.		53420644	11/03/23	PV	V	RYDMAN, SHANNENE S	7302412		94.98

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23610	074	000	36100000.574500.		53425218	11/06/23	PV	V	HOULAHAN, JAMES P	7303605		119.22	
23610	074	000	36100000.574500.		53436524	11/08/23	PV	V	POLLOCK, ROBERT	7306590		757.84	
23610	074	000	36100000.574500.		53436544	11/08/23	PV	V	RYDMAN, SHANNENE S	7306590		99.57	
23610	074	000	36100000.574500.		53436555	11/08/23	PV	V	FRAZIER, RONALD J	7306590		404.79	
23610	074	000	36100000.574500.		53436558	11/08/23	PV	V	FRAZIER, RONALD J	7306590		47.16	
23610	074	000	36100000.574500.		53480696	11/20/23	PV	V	SAGE, THOMAS J	7316735		61.90	
Total for Object			574500	PERSONAL VEHICLE MILEAGE									1,681.75
23610	074	000	36100000.574600.		2050314	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		90.00	
23610	074	000	36100000.574600.		2050314	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		284.93	
23610	074	000	36100000.574600.		2050317	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		90.00	
23610	074	000	36100000.574600.		2050317	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		282.96	
23610	074	000	36100000.574600.		2050319	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		135.00	
23610	074	000	36100000.574600.		2050319	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		287.55	
23610	074	000	36100000.574600.		2050322	11/07/23	OV	O	AVONDALE LARGE ANIMAL CLINIC	7304548		470.29	
Total for Object			574600	CONTRACTUAL SERV - TRAVEL EXP									1,640.73
Total for Business Unit		36100000	ADMINISTRATION										20,729.12
Total For Grant Project #												20,729.12	
Total for Division		001											20,729.12
Total for Agency		036	RACING & GAMING COMMISSION										717,992.79-







Agency 036 RACING & GAMING COMMISSION  
 Division 000 AGENCY DEFINED DIVISION  
 Grant

General Ledger -65 Central Finance  
 As of 12/31/23

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		2,499.00	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		2,165.80	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		2,165.80	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		833.00	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		833.00	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		1,166.20	
23650	081	000	36810002.554900.		2064248	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350697		999.60	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		2,499.00	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		2,165.80	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		2,165.80	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		833.00	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		833.00	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		1,166.20	
23650	081	000	36810002.554900.		2064249	12/28/23	OV	O	GAMING LABORATORIES INTERNATIO	7350706		999.60	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,499.00-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,165.80-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,165.80-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		833.00-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		833.00-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		1,166.20-	
23650	081	000	36810002.554900.		2064655	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		999.60-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,499.00-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,165.80-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		2,165.80-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		833.00-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		833.00-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		1,166.20-	
23650	081	000	36810002.554900.		2064656	12/29/23	OV	O	GAMING LABORATORIES INTERNATIO	7352016		999.60-	
Total for Object			554900	OTHER CONTRACTUAL SERVICES									
Total for Business Unit			36810002	GAMING LB561A									

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.474100.		536104	12/05/23	RC	RB	HARRAH'S NEBRASKA	7330124		4,600.00-
23650	081	010	36811000.474100.		536970	12/13/23	RC	RB	LICENSE FEES	7337685		1,575.00-
23650	081	010	36811000.474100.		536970	12/13/23	RC	RB	LICENSE FEES	7337685		2,125.00-
23650	081	010	36811000.474100.		536970	12/13/23	RC	RB	LICENSE FEES	7337685		25.00-
23650	081	010	36811000.474100.		536970	12/13/23	RC	RB	LICENSE FEES	7337685		300.00-
23650	081	010	36811000.474100.		537696	12/15/23	RC	RB	LICENSE FEES	7340181		200.00-
23650	081	010	36811000.474100.		537696	12/15/23	RC	RB	LICENSE FEES	7340181		75.00-
23650	081	010	36811000.474100.		538458	12/21/23	RC	RB	LICENSE FEES	7346029		500.00-
23650	081	010	36811000.474100.		538458	12/21/23	RC	RB	LICENSE FEES	7346029		500.00-
23650	081	010	36811000.474100.		538459	12/21/23	RC	RB	LICENSE FEES	7346142		100.00-
23650	081	010	36811000.474100.		538459	12/21/23	RC	RB	LICENSE FEES	7346142		125.00-
23650	081	010	36811000.474100.		538459	12/21/23	RC	RB	LICENSE FEES	7346142		500.00-
23650	081	010	36811000.474100.		538459	12/21/23	RC	RB	LICENSE FEES	7346142		950.00-
23650	081	010	36811000.474100.		538459	12/21/23	RC	RB	LICENSE FEES	7346142		5,175.00-
23650	081	010	36811000.474100.		538949	12/27/23	RC	RB	LICENSE FEES	7350442		5,000.00-
23650	081	010	36811000.474100.		538949	12/27/23	RC	RB	LICENSE FEES	7350442		4,000.00-
23650	081	010	36811000.474100.		538949	12/27/23	RC	RB	LICENSE FEES	7350442		1,500.00-
Total for Object 474100 GENERAL BUSINESS FEES											27,250.00-	
23650	081	010	36811000.481100.		22538349	12/13/23	JE	G	OIP Nov 23 2.8374%	7338025		13,537.75-
Total for Object 481100 INVESTMENT INCOME											13,537.75-	
23650	081	010	36811000.491300.		22538246	12/13/23	JE	G	ONLINE AUCTION OCT 2023	7337149		2.76-
Total for Object 491300 SALE - SURP PROP/FIXED ASSET											2.76-	
23650	081	010	36811000.511100.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		10,477.63
23650	081	010	36811000.511100.		3178203	12/27/23	T2	7	PAYROLL LABOR DISTRIBUTION	7346202		11,495.51
Total for Object 511100 PERMANENT SALARIES-WAGES											21,973.14	
23650	081	010	36811000.511600.		3178248	12/29/23	T2	7	PAYROLL LABOR DISTRIBUTION	7347037		7,230.86
Total for Object 511600 PER DIEM PAYMENTS											7,230.86	
23650	081	010	36811000.512100.		3178203	12/27/23	T2	7	PAYROLL LABOR DISTRIBUTION	7346202		1,526.43
Total for Object 512100 VACATION LEAVE EXPENSE											1,526.43	
23650	081	010	36811000.512200.		3178203	12/27/23	T2	7	PAYROLL LABOR DISTRIBUTION	7346202		75.10
Total for Object 512200 SICK LEAVE EXPENSE											75.10	
23650	081	010	36811000.512300.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		2,619.41



Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
Total for Object			512300	HOLIDAY LEAVE EXPENSE								2,619.41
23650	081	010	36811000.515100.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		980.69
23650	081	010	36811000.515100.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		980.69
Total for Object			515100	RETIREMENT PLANS EXPENSE								1,961.38
23650	081	010	36811000.515200.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		947.28
23650	081	010	36811000.515200.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		947.29
23650	081	010	36811000.515200.		3178249	12/29/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7347037		553.19
Total for Object			515200	FICA EXPENSE								2,447.76
23650	081	010	36811000.515500.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		2,002.59
23650	081	010	36811000.515500.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		2,002.59
Total for Object			515500	HEALTH INSURANCE EXPENSE								4,005.18
23650	081	010	36811000.521100.		22529353	12/12/23	JE	G	20231101 - 20231130	7336188		1.85
Total for Object			521100	POSTAGE EXPENSE								1.85
23650	081	010	36811000.521400.		53692673	12/27/23	PV	V	AS - OCIO - IMSERVICES	7350435		669.30
Total for Object			521400	CIO CHARGES								669.30
23650	081	010	36811000.521410.		53692673	12/27/23	PV	V	AS - OCIO - IMSERVICES	7350435		473.00
Total for Object			521410	OCIO - EQUIP LEASING								473.00
23650	081	010	36811000.521441.		53692668	12/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7350429		885.79
Total for Object			521441	OCIO - COMMUNICATIONS								885.79
23650	081	010	36811000.522200.		22478826	12/04/23	J1	G	PURCHASE CARD TRANSACTION	7327470		550.00
Total for Object			522200	CONFERENCE REGISTRATION								550.00
23650	081	010	36811000.524600.		22410304	12/07/23	JE	G	RENT & LB530 DEC 2023 - OTHER	7318663		19,674.11
Total for Object			524600	RENT EXPENSE-BUILDINGS								19,674.11
23650	081	010	36811000.531100.		22298032	12/01/23	JE	G	OFFICE DEPOT OCT 2023	7298441		132.58
Total for Object			531100	OFFICE SUPPLIES EXPENSE								132.58
23650	081	010	36811000.534900.		53613041	12/14/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7339339		12.00
23650	081	010	36811000.534900.		53613043	12/14/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7339339		24.00
23650	081	010	36811000.534900.		53613043	12/14/23	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7339339		85.00







Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	030	36813000.511100.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		14,382.15
23650	081	030	36813000.511100.		3178203	12/27/23	T2	7	PAYROLL LABOR DISTRIBUTION	7346202		18,516.52
Total for Object			511100 PERMANENT SALARIES-WAGES									32,898.67
23650	081	030	36813000.512100.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		318.27
Total for Object			512100 VACATION LEAVE EXPENSE									318.27
23650	081	030	36813000.512200.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		112.79
Total for Object			512200 SICK LEAVE EXPENSE									112.79
23650	081	030	36813000.512300.		3177796	12/13/23	T2	7	PAYROLL LABOR DISTRIBUTION	7331212		3,703.31
Total for Object			512300 HOLIDAY LEAVE EXPENSE									3,703.31
23650	081	030	36813000.515100.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		1,386.56
23650	081	030	36813000.515100.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		1,386.56
Total for Object			515100 RETIREMENT PLANS EXPENSE									2,773.12
23650	081	030	36813000.515200.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		1,282.26
23650	081	030	36813000.515200.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		1,282.25
Total for Object			515200 FICA EXPENSE									2,564.51
23650	081	030	36813000.515500.		3177797	12/13/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7331212		5,541.21
23650	081	030	36813000.515500.		3178204	12/27/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7346202		5,541.21
Total for Object			515500 HEALTH INSURANCE EXPENSE									11,082.42
23650	081	030	36813000.521400.		53692673	12/27/23	PV	V	AS - OCIO - IMSERVICES	7350435		539.50
Total for Object			521400 CIO CHARGES									539.50
23650	081	030	36813000.521410.		53692673	12/27/23	PV	V	AS - OCIO - IMSERVICES	7350435		304.00
Total for Object			521410 OCIO - EQUIP LEASING									304.00
23650	081	030	36813000.521411.		53692673	12/27/23	PV	V	AS - OCIO - IMSERVICES	7350435		450.00
Total for Object			521411 OCIO - PUBLIC SAFETY COMM									450.00
23650	081	030	36813000.521441.		53692668	12/27/23	PV	V	AS - OCIO - COMMUNICATIONS	7350429		436.48
Total for Object			521441 OCIO - COMMUNICATIONS									436.48
23650	081	030	36813000.531100.		22298032	12/01/23	JE	G	OFFICE DEPOT OCT 2023	7298441		65.12
23650	081	030	36813000.531100.		22478826	12/04/23	J1	G	PURCHASE CARD TRANSACTION	7327470		19.23











Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	050	36815000.531100.		22298032	12/01/23	JE	G	OFFICE DEPOT OCT 2023	7298441		122.77
23650	081	050	36815000.531100.		22478826	12/04/23	J1	G	PURCHASE CARD TRANSACTION	7327470		29.20
23650	081	050	36815000.531100.		53613049	12/14/23	PV	V	IDENTISYS INC	7339339		308.00
Total for Object			531100 OFFICE SUPPLIES EXPENSE									<u>459.97</u>
23650	081	050	36815000.545001.		53692665	12/27/23	PV	V	NEBRASKA STATE PATROL	7350429		3,054.37
Total for Object			545001 FINGERPRINT SERVICES									<u>3,054.37</u>
23650	081	050	36815000.554900.		2060696	12/15/23	OV	O	ONE SOURCE THE BACKGROUND CHEC	7339636		88.00
Total for Object			554900 OTHER CONTRACTUAL SERVICES									<u>88.00</u>
23650	081	050	36815000.555510.		2064638	12/29/23	OV	O	DILIGENT CORPORATION	7351899		1,000.00
23650	081	050	36815000.555510.		2064638	12/29/23	OV	O	DILIGENT CORPORATION	7351899		5,500.00
Total for Object			555510 SAAS SUBSCRIPTION FEES									<u>6,500.00</u>
23650	081	050	36815000.555520.		2064638	12/29/23	OV	O	DILIGENT CORPORATION	7351899		1,000.00
Total for Object			555520 SAAS IMPLEMENTATION									<u>1,000.00</u>
23650	081	050	36815000.574500.		53617709	12/15/23	PV	V	RYDMAN, SHANNENE S	7340038		91.70
Total for Object			574500 PERSONAL VEHICLE MILEAGE									<u>91.70</u>
Total for Business Unit		36815000	GAMING LICENSE									<u>32,733.20</u>
Total For Grant Project #											<u>190,064.60</u>	
Total for Division		000										<u>190,064.60</u>



Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.571100.		53627194	12/18/23	PV	V	HOLIDAY INN - LINCOLN SOUTHWES	7341936		98.00
Total for Object												98.00
Total for Business Unit		36100000	ADMINISTRATION									23,033.86-
Total For Grant Project #												23,033.86-
Total for Division		001										23,033.86-
Total for Agency		036	RACING & GAMING COMMISSION									167,030.74

## WINTER SIMULCAST AGREEMENT 2024

Fonner Park

(January 1 through February 15, 2024)

It is hereby agreed between "Fonner Park" and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "HBPA", that Fonner Park has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.

The permission of the HBPA is expressly granted on the condition that Fonner Park shall withhold for purses twenty-five percent (25%) of the commission and breakage received from simulcast handle when acting as the receiving track, except during the week of the Breeders' Cup for which Fonner Park shall withhold twenty percent (20%) for purses. Fonner Park shall also withhold fifty-five one-hundredths of one percent (0.55%) of the commission and breakage for the Nebraska HBPA. Fonner Park will allow the Nebraska HBPA to have electronic access to itemization of these funds, identified in common usage as track handle for each track with which it does business.

Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that Fonner Park shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis

It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.

Dated this 29<sup>th</sup> day of December, 2023.



Garald "Wally" Wollesen  
President, HBPA



Chris Kotulak  
C.E.O., FONNER PARK

Approved by the State Racing Commission:



12-29-2023  
date

Tom Sage, Executive Director

Dennis Lee, Chairman

# Exhibit A

**January 1, 2024 to February 15, 2024**

Aqueduct-7%	Delaware Park-4.25%	Horseshoe Indianapolis-4%	Retama-3%
Arapahoe Park-3%	Delta Downs-3.50%	Keeneland-4.35%	Sam Houston-3%
Arizona Downs-3.25%	Downs at Albuquerque-3%	Kentucky Downs-5.5%	Santa Anita Park-6.15%
Arlington-5%	Dubai Racing UK-6.5%	Laurel Park-4.75%	Santa Rosa-4.65%
Assiniboia Downs-3%	Ellis Park-5%	Lone Star Park-3.75%	Saratoga-7%
Belmont-7%	Emerald Downs-3.5%	Los Alamitos-6.15%	Saudi Cup-5%
(Belmont)-9%	Evangeline Downs-3.5%	Louisiana Downs-4.5%	Sha Tin-6%
Belterra Park-3%	Fair Grounds-5%	Mahoning Valley-3%	SIS Australia-3%
Canterbury-4.25%	Fair Meadows-3.25%	Monmouth Park-4.75%	SRW Australia - 4%
Century Downs-3%	FanDuel (Fairmount)-3.5%	Mountaineer Park-3%	Sonoma County Fair-5%
Century Mile-3%	Finger Lakes-3%	Oaklawn Park-5%	Sunland Park-4%
Charles Town-3%	Fort Erie-3%	Parx-3%	Sunray Park-3%
Churchill Downs-8%	Golden Gate-5.4%	Penn National-3%	Tampa Bay Downs-5.5%
(Kentucky Derby/Oaks)-10.65%	Grants Pass-3.25%	Pimlico-4.75%	Thistledown-3.75%
(Kentucky Derby/ Oaks & Futures-8%)	Gulfstream Park-6%	(Preakness)-10.20%	Timonium Fair-3%
Colonial Downs-5%	Happy Valley-6%	(Black Eyed Susan)-10.20%	Turf Paradise-3.375%
Columbus	Hastings-3%	Prairie Meadows-3%	Turfway-5%
Del Mar-6.15%	Hawthorne-3.25%	Presque Isle-4.5%	Will Rogers Downs-3.25%
	Hippodromo Chile - 4%	Remington Park-3%	Woodbine-3.5%
	Horseman's Park		Zia Park-3%

California Tracks Add 0.5% on Exotics

## WINTER SIMULCAST AGREEMENT 2024

Horsemen's Park

(January 1 through February 15, 2024)

It is hereby agreed between "Horsemen's Park" and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "HBPA", that Horsemen's Park has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.

Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that Horsemen's Park shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis.

It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.

Dated this 29<sup>th</sup> day of December, 2023.

Harald W. Wollesen

Garald "Wally" Wollesen  
President, HBPA

Lori Thomas  
Lori Thomas (Dec 29, 2023 16:59 CST)

Lori Thomas  
Director of Racing,  
Horsemen's Park

Approved by the State Racing Commission: ,

Tom Sage

Tom Sage, Executive Director

12-29-2023  
date

\_\_\_\_\_  
Dennis Lee, Chairman



December 28, 2023

Tom Sage  
 Ne Racing Commission  
 Lincoln, NE  
 RE: Simulcast Request for Horsemen's Park

The following simulcasting schedule is submitted for your approval. We are seeking approval from January 1 through December 31, 2024

TRACK	RATE		
Aqueduct	6.75%	Golden Gate	5.4% & 5.9%
Arapahoe Park	3%	Gulfstream	6%
Arizona Downs	3.75%	Gulfstream Park West/Calder	6%
Belmont	7%	Gulfstream - Pegasus World Cup	10.20%
Belm Day, Belm Stakes & Travers	9.25%	Hawthorne	3.5%
Belm NYRA DD & True Met DD	9.25%	Horsemen's Park	
Belterra	3%	Horseshoe Indianapolis (Indiana)	4%
Breeders' Cup	TBD	Keeneland	4.35%
Ca Fairs	4.4% & 4.9%	Kentucky Downs	5.5%
Canterbury	4.5%	Laurel	4.75%
Charles Town	3%	Lone Star	3.75%
Churchill	8%	Los Alamitos	6.15% & 6.65%
Kent Derby, Kent Oaks, P-3, etc	10.80%	Louisiana Downs	4.5%
Derby/Oaks Futures & DD Futures	8%	Mahoning Valley	3%
Colonial Downs Gaming	5%	Meadowlands Harness	3.5%
Columbus		Meadowlands @ Monmouth	4.75%
Del Mar	6.15% & 6.65%	Mohawk	3%
Delaware Park	4.5%	Monmouth Park	4.75%
Delta Downs	3.25%	Mountaineer	3%
Dubai World Cup	7%	Northfield Harness	3%
Ellis Park	5%	Oaklawn	5%
Emerald Downs	3.75%	Oaklawn Hdcp & Ark Derby	6%
Evangeline Park	3.25%	Penn Nat	3%
Fairgrounds	5%	Philadelphia Park (Parx)	3%
		Pimlico	4.75%
Fair Meadows	3.25%	Preakness & Black Eyed Susan	10.2%
Fairmount Park Inc	3.25%	Pleasanton (Ca Fair)	4.4% & 4.9%
Ferndale (CA Fairs)	4.4% & 4.9%	Pomona @ Los Alamitos	4.4% & 4.9%
Finger Lakes	4%	Prairie Meadows	3%
Fonner Park		Presque Isle	4.5%
Fresno (CA Fairs)	4.4% & 4.9%	Remington	3%
		Sacramento (Ca Fair)	4.4% & 4.9%



Sam Houston	3%
Santa Anita	6.15% & 6.65%
Santa Rosa(Sonoma) (Ca Fairs)	4.4% & 4.9%
Saratoga	7.25%
Saudi Cup Races	TBD
Stockton (Ca Fairs)	4.4% & 4.9%
Stronach Pick 5	4.75%
Sunland	3%
Tampa Bay Downs	5.75%
Thistledown	TBD
Turf Paradise	3.375%
Turfway	5%
Will Rogers Downs	3.25%
Woodbine	3%
Woodbine Harness	3%
Zia Park	3%

Please let me know that we have your approval.

Sincerely;



Patricia Shefland  
Simulcast Coordinator  
Horsemen's Park

cc: H.B.P.A. INC

# WINTER SIMULCAST AGREEMENT 2024

Legacy Downs

(January 1 through February 15, 2024)

It is hereby agreed between "Legacy Downs" and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "HBPA", that Legacy Downs has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.

Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that Legacy Downs shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis.

It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.

Dated this 29<sup>th</sup> day of December, 2023.

Gerald W. Wollesen

Garald "Wally" Wollesen  
President, HBPA

Lori Thomas  
Lori Thomas (Dec 29, 2023 16:58 CST)

Lori Thomas  
Director of Racing,  
LEGACY DOWNS

Approved by the State Racing Commission:

12-29-2023 date

Tom Sage

Tom Sage, Executive Director

Dennis Lee, Chairman



December 28, 2023

Tom Sage  
 Ne Racing Commission  
 Lincoln, NE  
 RE: Simulcast Request for Legacy Downs (Lincoln Race Course)

The following simulcasting schedule is submitted for your approval. We are seeking approval from January 1 through December 31, 2024

TRACK	RATE		
Aqueduct	6.75%	Golden Gate	5.4% & 5.9%
Arapahoe Park	3%	Gulfstream	6%
Arizona Downs	3.75%	Gulfstream Park West/Calder	6%
Belmont	7%	Gulfstream - Pegasus World Cup	10.20%
Belm Day, Belm Stakes & Travers	9.25%	Hawthorne	3.5%
Belm NYRA DD & True Met DD	9.25%	Horsemen's Park	
Belterra	3%	Horseshoe Indianapolis (Indiana)	4%
Breeders' Cup	TBD	Keeneland	4.35%
Ca Fairs	4.4% & 4.9%	Kentucky Downs	5.5%
Canterbury	4.5%	Laurel	4.75%
Charles Town	3%	Lone Star	3.75%
Churchill	8%	Los Alamitos	6.15% & 6.65%
Kent Derby, Kent Oaks, P-3, etc	10.80%	Louisiana Downs	4.5%
Derby/Oaks Futures & DD Futures	8%	Mahoning Valley	3%
Colonial Downs Gaming	5%	Meadowlands Harness	3.5%
Columbus		Meadowlands @ Monmouth	4.75%
Del Mar	6.15% & 6.65%	Mohawk	3%
Delaware Park	4.5%	Monmouth Park	4.75%
Delta Downs	3.25%	Mountaineer	3%
Dubai World Cup	7%	Northfield Harness	3%
Ellis Park	5%	Oaklawn	5%
Emerald Downs	3.75%	Oaklawn Hdcp & Ark Derby	6%
Evangeline Park	3.25%	Penn Nat	3%
Fairgrounds	5%	Philadelphia Park (Parx)	3%
		Pimlico	4.75%
Fair Meadows	3.25%	Preakness & Black Eyed Susan	10.2%
Fairmount Park Inc	3.25%	Pleasanton (Ca Fair)	4.4% & 4.9%
Ferndale (CA Fairs)	4.4% & 4.9%	Pomona @ Los Alamitos	4.4% & 4.9%
Finger Lakes	4%	Prairie Meadows	3%
Fonner Park		Presque Isle	4.5%
Fresno (CA Fairs)	4.4% & 4.9%	Remington	3%
		Sacramento (Ca Fair)	4.4% & 4.9%

Sam Houston	3%
Santa Anita	6.15% & 6.65%
Santa Rosa(Sonoma) (Ca Fairs)	4.4% & 4.9%
Saratoga	7.25%
Saudi Cup Races	TBD
Stockton (Ca Fairs)	4.4% & 4.9%
Stronach Pick 5	4.75%
Sunland	3%
Tampa Bay Downs	5.75%
Thistledown	TBD
Turf Paradise	3.375%
Turfway	5%
Will Rogers Downs	3.25%
Woodbine	3%
Woodbine Harness	3%
Zia Park	3%

Please let me know that we have your approval.

Sincerely;



Patricia Shefland  
 Simulcast Coordinator  
 Legacy Downs ( Formerly Lincoln Race Course)

cc: H.B.P.A. INC

**WINTER SIMULCAST AGREEMENT 2024**

*Columbus Exposition and Racing  
(January 1 through February 15, 2024)*

*It is hereby agreed between Columbus Exposition and Racing and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "C.E.R" "HBPA" respectively, that C.E.R. has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.*

*The permission of the HBPA is expressly granted on the condition that C.E.R. shall withhold for purses thirty percent (30%) of the commission and breakage received from simulcast handle when acting as the receiving track, except during the week of the Breeders' Cup for which C.E.R. shall withhold twenty-five percent (25%) for purses. C.E.R. shall also withhold fifty-five one-hundredths of one percent (0.55%) of the commission and breakage for the Nebraska HBPA. C.E.R. will allow the Nebraska HBPA to have electronic access to itemization of these funds, identified in common usage as track handle for each track with which it does business.*

*Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that C.E.R. shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis.*

*It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.*

Dated this 29<sup>th</sup> day of December, 2023.

Gerald W Wollesen  
Gerald "Wally" Wollesen  
President, HBPA

Dan Clarey  
Dan Clarey  
C.E.R.

Approved by the State Racing Commission:

12-29-2023  
date

Tom Sage  
Tom Sage, Executive Director

Dennis Lee  
Dennis Lee, Chairman

Columbus Exposition & Racing  
Import Tracks

	2024	Winter Meet
	<u>Fee</u>	<u>January 1-February 15, 2024</u>
AQUEDUCT	7.25%	01/01/2024 - 03/30/2024 (TB)
DELTA DOWNS	3.00%	10/06/2023 - 02/24/2024 (TB)
FAIR GROUNDS	5.00%	11/17/2023 - 03/24/2024 (TB)
GOLDEN GATE FIELDS	5.75%	12/26/2023 - 06/09/2024 (TB)
GULFSTREAM PARK	6.00%	12/01/2023 - 03/31/2024 (TB)
HOLLYWOOD CASINO AT CHARLES TOWN RACES	3.00%	01/03/2024 - 12/14/2024 (TB)
LAUREL PARK	4.75%	01/05/2024 - 03/30/2024 (TB)
OAKLAWN PARK	5.00%	12/08/2023 - 05/04/2024 (TB)
SANTA ANITA PARK	6.53%	12/26/2023 - 04/07/2024 (TB)
TAMPA BAY DOWNS	5.00%	07/01/2023 - 06/30/2024 (TB)
TURFWAY PARK	5.00%	01/03/2024 - 03/30/2024 (TB)



**THE  
INNOVATION  
GROUP**

# **Gaming and Horseracing Market Analysis and Socioeconomic Study**

State of Nebraska

Prepared for:

Nebraska Racing and Gaming Commission

**December 2023**

Prepared by:

The Innovation Group  
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# Gaming and Horseracing Market Analysis and Socioeconomic Study

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# INTRODUCTION

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The Innovation Group was commissioned by the Nebraska Racing and Gaming Commission (NRGC) to conduct a statewide horse racing industry analysis, gaming market analysis, and socio-economic impact study.

The Horse Racing Analysis looks at historical trends and current performance and spare capacity at existing racetracks in Nebraska. Nebraska Initiative 431 links casino development to racing licenses. Therefore, any further casino development beyond the six existing racing license holders would require development of a racetrack. Of the six existing tracks, only one—Fonner Park—operates a full racing schedule. The remaining five tracks have more than ample spare capacity to accommodate up to a four-fold growth in live racing.

The Gaming Market Analysis utilizes a drivetime gravity model to assess the revenue potential for Nebraska commercial casinos for the following eight scenarios:

- Baseline: this includes casinos only at the currently licensed racetracks in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties.
- Scenario 1: assuming a racetrack and casino are approved for Bellevue
- Scenario 2: assuming a racetrack and casino are approved for Norfolk
- Scenario 3: assuming a racetrack and casino are approved for York
- Scenario 4: assuming a racetrack and casino are approved for North Platte
- Scenario 5: assuming a racetrack and casino are approved for Gering
- Scenario 6: assuming a racetrack and casino are approved for Kimball
- Scenario 7: assuming the racetrack in Hastings is relocated to Ogallala
- Scenario 8: assuming a combination of Scenarios 1-7

The gravity model is an analytical tool that defines the behavior of a population based on travel distance and the availability of goods or services at various locations. The model results, summarized in Table 39, shows that Scenario 8 has the highest net gain to the state but by far the largest impact on existing license holders. Scenarios 5 and 6 involve very little overlap with existing licenses. Scenario 7 does not involve the addition of a new racing license but rather the relocation of the Hastings license farther west, to Ogallala, where it would have improved market potential and lower overlap with the other five existing licenses.

The Social and Community Impact Analysis discusses the potential impacts of casinos on factors such as problem gambling, crime, local businesses, community services, household finances, public health, and unemployment. Given the newness of the Nebraska casino industry, potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets. Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time.

# RACING INDUSTRY ANALYSIS

Nebraska Initiative 431 links casino development to racing licenses. Therefore, any further casino development beyond the six existing racing license holders would require development of a racetrack. Of the six existing tracks, only one—Fonner Park—operates a full racing schedule, with 42 race days in 2023. Columbus Exposition & Racing offered nine race days in 2023, and Atokad offered two. The remaining three tracks offered one day.

Below are tables highlighting historical statistics regarding the current state of horse racing industry across Nebraska.

## *Statewide*

Historically there were significantly more race days and races offered in Nebraska. In 1975, 183 race days and 1,589 races were offered at five tracks, more than three times the race days and more than four times the number of races compared to 2022.

**Table 1: Historical Statewide Summary**

	1960	1965	1970	1975	1987	2007	2008	2009	2022
Tracks	8	7	6	5					6
Race Days	140	162	164	183	180	106	103	103	53
Races		1,381	1,408	1,589					371
Handle (MMs)	\$36	\$49	\$61	NA	\$88	\$97	\$98	\$90	\$55
Purse Distribution	\$1,691,520	\$2,517,525	\$3,333,070	\$5,847,785					
Attendance Paid	656,417	835,888	920,405	1,181,033					

The Nebraska breeding industry has already shown signs of increasing as a result of the gaming legislation (as discussed in the Breed Analysis below). In 2023, 91 Nebraska-bred horses raced at Nebraska tracks.

**Table 2: Statewide Starters**

	2016	2017	2018	2019	2020	2021	2022	2023
Number of Starters	847	820	767	732	761	762	698	729
Nebraska Bred Horses	110	111	102	108	95	90	89	91

Most Nebraska-bred starts occurred at Fonner Park, followed by Columbus.

**Table 3: Nebraska Bred Starts Data, by Track**

	2016	2017	2018	2019	2020	2021	2022	2023
Atokad (South Sioux City)	3	3	3	7	8	8	8	16
Columbus Exposition & Racing	156	138	131	98	16	84	96	47
FairPlay Park (Hastings)	6							
Fonner Park (Grand Island)	383	377	270	319	414	253	322	392
Horseman's Park (Omaha)	95	94	117	134	12	91	4	3
Legacy (Lincoln)	6	16	16	8	8	8	4	2
<b>Total</b>	<b>649</b>	<b>628</b>	<b>537</b>	<b>566</b>	<b>458</b>	<b>444</b>	<b>434</b>	<b>460</b>

Handle in Nebraska has declined over the last decade or so, from \$79 million in 2012 to \$55 million in 2022.

**Table 4: Statewide Pari-Mutuel Handle by Year (000s)**

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Live Meet	\$8,445	\$5,592	\$5,493	\$5,697	\$6,021	\$5,982	\$5,175	\$5,252	\$2,539	\$5,820	\$5,680
Intrastate	\$2,952	\$1,594	\$1,623	\$2,553	\$1,203	\$1,176	\$1,043	\$4,171	\$1,286	\$1,003	\$881
Interstate	\$67,478	\$61,215	\$60,912	\$61,052	\$63,722	\$60,607	\$57,410	\$52,500	\$51,469	\$50,028	\$48,357
<b>Total</b>	<b>\$78,687</b>	<b>\$68,401</b>	<b>\$68,028</b>	<b>\$69,301</b>	<b>\$71,081</b>	<b>\$67,932</b>	<b>\$63,735</b>	<b>\$63,324</b>	<b>\$55,488</b>	<b>\$56,975</b>	<b>\$55,007</b>

As the following tables show, there is more than sufficient capacity with the state's existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska. The data do not support the addition of more racing licenses.

### *Hastings*

FairPlay Park at the Adams County Fairgrounds in Hastings is currently the only track racing Quarter Horses. It runs only one race a year with three horses.

**Table 5: Hastings Statistics by Year**

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Race days, total	1	1	1	1	1	1	1	1	1	1
Race days, stakes	0	0	0	0	0	0	0	0	0	0
Races, total	1	1	1	1	1	1	1	1	1	1
Races, stakes	0	0	0	0	0	0	0	0	0	0
Starters, total	3	3	3	3	3	3	2	3	3	3
Starts, total	3	3	3	3	3	3	2	3	3	3
Nebraska-bred starters	3	3	3	3	3	3	2	3	3	3
Nebraska-bred starts	3	3	3	3	3	3	2	3	3	3
Racing Season	23-Apr	29-Apr	10-May	9-Aug	11-Sept	12-Sept	15-Oct	29-Apr	5-May	6-Apr
Field Size	3	3	3	3	3	3	3	3	3	3
Purse Money	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$7,500
Live Handle	\$483	\$184	\$70	\$79	\$56	\$104	\$54	\$100	\$137	\$99
Export Handle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Handle	\$0	\$0	\$70	\$79	\$56	\$104	\$54	\$100	\$137	\$99
Employees	30	30	30	30	30	30	30	30	30	30

## *Columbus Exposition and Racing*

Race days at Columbus Exposition and Racing (CER) have reduced to 9 in the past three years from 16, and the number of races to 235 in 2023 from 370 in 2014. Field size had fallen to below six but rebounded to 7.38 in 2023.

**Table 6: CER Columbus Statistics by Year**

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Race days, total	16	16	16	16	14	11	4	9	9	9
Race days, stakes	5	5	5	5	5	5	0	5	5	6
Races, total	123	122	125	122	105	89	4	67	52	74
Races, stakes	5	5	5	5	5	5	0	5	5	6
Starters, total	370	368	355	348	285	244	16	186	129	235
Racing Season	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept	Aug/Sept
Field Size	6.68	6.46	6.32	6.44	6.35	6.44	4.00	5.76	5.71	7.38
Purse Money	\$525,000	\$555,000	\$563,784	\$539,872	\$459,811	\$385,205	\$30,000	\$336,000	\$274,000	\$369,405
Stakes	\$35,000	\$45,000	\$10,000	\$39,400	\$49,700	\$49,200	--	\$75,800	\$73,350	\$88,350
Breed Awards	\$95,000	\$105,000	\$125,213	\$27,332	\$20,695	\$23,080	\$1,204	\$10,315	\$7,911	\$3,461
Live Handle (000s)	\$693	\$742	\$739	\$654	\$597	\$542	\$12	\$286	\$226	\$218
Export Handle (000s)	\$233	\$263	\$275	\$218	\$217	\$182	--	\$112	\$63	\$86
Employees	71	66	65	63	61	63	32	66	62	65

## Atokad

Atokad has only live handle, no export or simulcast. Limited racing data was provided. Two days of racing were offered in 2023 and one in 2022, offering three races per day.

**Table 7: Atokad Statistics**

Year	2016	2017	2018	2019	2020	2021	2022	2023
Live Handle	\$2,156	\$6,485	\$9,092	\$11,650	\$1,778	\$7,014	\$0	\$14,992
Race Days							1	2
Starts, Nebraska Bred Horses	3	3	3	7	8	8	8	16
Number of Employees	24	24	24	24	24	24	24	24

## Fonner Park

Fonner Park at the state fairgrounds in Grand Island is Nebraska's leading racetrack, accounting for three-quarters of the state's race days. The number of race days and races has increased in 2022 and 2023.

**Table 8: Fonner Park Statistics by Year**

Year	2016	2017	2018	2019	2020	2021	2022	2023
Race days, total	31	29	29	30	40	30	37	42
Race days, stakes	13	13	13	13	12	13	17	18
Races, total	283	271	255	265	346	268	313	320
Races, stakes	13	13	13	13	12	13	17	18
Starters, total	684	647	608	618	759	718	682	595
Starts, total	2,157	2,142	1,886	1,944	2,782	2,116	2,339	2,152
Nebraska-bred starters	104	106	87	103	93	87	86	83
Nebraska-bred starts	392	322	253	414	319	270	377	383
Opening Day	26-Feb-16	25-Feb-17	23-Feb-18	22-Feb-19	21-Feb-20	19-Feb-21	19-Feb-22	10-Feb-23
Closing Day	7-May-16	6-May-17	5-May-18	4-May-19	27-May-20	1-May-21	21-May-22	20-May-23
Average field size	7.6	7.9	7.4	7.3	8.0	7.9	7.5	6.7
"Base" purses	\$1,576,191	\$1,611,000	\$1,488,785	\$1,628,089	\$2,029,980	\$1,842,122	\$2,156,720	\$2,108,971
Purse supplements	\$197,966	\$193,297	\$117,045	\$52,934	\$56,939	\$36,254	\$102,752	\$474,038
Total purses (base + supplements)	\$1,774,157	\$1,804,297	\$1,605,830	\$1,681,023	\$2,086,919	\$1,878,376	\$2,259,472	\$2,583,009
Live handle (000s)	\$4,568	\$4,535	\$3,807	\$3,908	\$2,529	\$4,650	\$5,452	\$5,052
Export handle (000s)	\$2,522	\$2,851	\$2,815	\$3,601	\$105,016	\$16,484	\$16,241	\$1,435
Total handle (000s)	\$7,090	\$7,385	\$6,622	\$7,508	\$107,545	\$21,134	\$21,693	\$6,487
Employees	252	250	259	229	273	298	292	293

\* Does not include race days that satisfy the requirements of 2-1228 but were cancelled due to forces beyond Fonner Park's control

\*\* Includes money from the NTBD Fund, horsemen's contributions (nomination fees, entry fees, etc.), and NTBA contributions from casino revenues



## *Legacy Downs (Lincoln)*

The racetrack in Lincoln is now called Legacy Downs, owned by Ho-Chunk, Inc. Since at least 2016 it has run only one race day per year except in 2017, 2018 and 2020, when it offered two days of racing. It offers only live handle.

**Table 9: Lincoln Statistics by Year**

<b>Year</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Race days, total	1	2	2	1	2	1	1	1
Race days, stakes	0	0	0	0	0	0	0	0
Races, total	2	4	4	2	2	2	1	1
Races, stakes	0	0	0	0	0	0	0	0
Starters, total	6	14	16	8	8	8	4	2
Starts, total	6	16	16	8	8	8	4	2
Nebraska-bred starters	6	14	16	8	8	8	4	2
Nebraska-bred starts	6	16	16	8	8	8	4	2
Opening Day	08-Sept-16	08-Sept-17	07-Sept-18	09-Nov-19	01-Nov -20	19-May-21	1-Feb-22	31-Oct-23
Average field size	3.0	4.0	4.0	4.0	4.0	4.0	4.0	2.0
"Base" purses	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purse supplements	\$3,000	\$22,800	\$22,800	\$11,400	\$11,400	\$11,400	\$10,000	\$6,000
Total purses (base + supplements)	\$9,800	\$22,800	\$22,800	\$11,400	\$11,400	\$11,400	\$10,000	\$6,000
Live handle	\$5,352	\$18,456	\$12,312	\$7,156	\$2,731	\$2,198	\$806	\$282
Total handle	\$5,352	\$18,456	\$12,312	\$7,156	\$2,731	\$2,198	\$806	\$282
Employees	130	134	128	110	65	63	41	9

## *Horseman's Park (Omaha)*

Horseman's Park in Omaha is also owned by Ho-Chunk, Inc. It has offered only one day of racing the past two years.

**Table 10: Omaha Statistics by Year**

	2016	2017	2018	2019	2020	2021	2022	2023
Race days, total	5	7	9	9	3	10	1	1
Race days, stakes	3	5	5	6	0	8	0	0
Races, total	9	39	58	58	3	60	1	1
Races, stakes	8	8	8	8	0	8	0	0
Starters	182	201	261	245	12	278	4	3
Starts	233	273	432	431	12	463	4	3
Nebraska-bred starters	62	59	65	76	12	58	4	3
Nebraska-bred starts	95	94	117	134	12	91	4	3
Opening Day	20-May-16	07-July-17	12-May-18	11-May-19	23-Oct -20	07-May-21	3-Feb-22	30-Oct-23
Closing Day	29-July-16	29-July-17	09-Jun-18	08-Jun-19	25-Oct -20	05-Jun-21	3-Feb-22	30-Oct-23
Average field size	8.0	7.0	7.4	7.4	4.0	7.7	4.0	3.0
"Base" purses	\$254,400	\$328,050	\$468,874	\$483,762	\$0	\$491,470	\$0	\$0
Purse supplements	\$202,627	\$175,750	\$178,960	\$184,128	\$22,500	\$167,800	\$10,000	\$6,850
Total purses (base + supplements)	\$457,027	\$503,800	\$647,834	\$667,890	\$22,500	\$659,270	\$10,000	\$6,850
Live handle	\$710,824	\$768,044	\$749,267	\$783,006	\$3,540	\$874,051	\$1,135	\$75
Export handle	\$303,154	\$230,613	\$337,113	\$403,615	\$0	\$847,315	\$0	\$4
Total handle	\$1,013,978	\$998,657	\$1,086,380	\$1,186,621	\$3,540	\$1,721,366	\$1,135	\$79
Employees	304	298	277	233	126	188	115	60

## *Breed Analysis*

The Nebraska racing industry is almost exclusively Thoroughbred based. In 1993 Quarter Horse tracks were excluded from receiving Small Track Fund monies, and Nebraska Quarter Horse racing ceased for several years along with incentives to register Nebraska-Bred Quarter Horses. Since 2004 FairPlay Park in Hastings has conducted a 1 day, 1 race event as required by Nebraska statute to maintain a racing license, with only three horses racing.

The passage of the casino legislation has spurred a significant increase in Quarter Horse breed registrations.

**Table 11: Nebraska Quarter Horse Breeding Data**

	1993	2000-2020	Current
Breeders/Owners	195	5	13
Broodmares registered	812	20	40
Stallions registered	94	1	6

Source: Nebraska Quarter Horse Racing Association

The American Quarter Horse Association reports that there are approximately 80,000 Quarter Horses in Nebraska (up to age 25), with new registrations averaging approximately 2,500 horses per year in the past three years. Quarter Horse experts estimate that nationally 10% to 20% of Quarter Horses are either race bred or have race breeding in their pedigree, which would imply a

potential pool of Nebraska-bred race horses of 500-1,000. Therefore, there appears to be a sufficient population potential for a Quarter Horse racing industry in Nebraska.

In Texas, Quarter Horses account for one-third of races run.

**Table 12: 2021 Purses at Texas Tracks**

	Purse Amount	# of Horses
Other Breeds	\$1,479,540	82
QH	\$18,656,957	103
TB	\$26,465,211	125
<b>Total</b>	<b>\$46,601,708</b>	<b>310</b>

Source: Texas Racing Commission

The passage of the casino legislation has also spurred a significant increase in Thoroughbred breed registrations, with broodmares up by nearly 60% and foal registrations by more than double 2019 levels.

**Table 13: Thoroughbred Breeding Data**

Year	NE Mares Bred	NE Foals	US Foals
2002	340	147	32,986
2003	366	175	33,976
2004	378	164	34,800
2005	341	189	35,050
2006	363	164	34,905
2007	319	158	34,358
2008	255	122	32,332
2009	212	133	29,612
2010	151	88	25,955
2011	82	46	22,655
2012	80	35	21,470
2013	116	35	21,431
2014	136	50	21,427
2015	93	57	21,526
2016	114	53	21,119
2017	85	43	20,671
2018	53	36	19,760
2019	61	33	19,106
2020	81	51	18,454
2021	106	89	17,850
2022	97	70	17,300
CAGR	-6.1%	-3.6%	-3.2%
2022/2019	59%	112%	-9%

Source: The Jockey Club

## *Comparable State Analysis*

Funding enhancements from casino revenue for breeding and purses can have a positive impact on a state’s horse racing industry. However, there are practical limits to growth, as Pennsylvania demonstrates. The number of Pennsylvania-bred Thoroughbreds racing in Pennsylvania increased by approximately 900 horses or 50% as a result of approximately \$180 million in purse funds and \$20 million in breeding funds from casino revenue. This implies a breeding fund per-horse of \$22,000. A 50% increase on Nebraska-bred starters would imply 45 more horses and a breeding fund of approximately \$1 million.

### **Wyoming**

Over the last decade, race-horse breeding in Wyoming has gone from being so marginal that it did not warrant reporting by the Wyoming Gaming Commission to an industry that produced 312 registered Wyoming-bred horses that raced in the 2022 season, an increase of 15.6% over the 270 that raced in the 2021 season.

The number of Wyoming-bred horses participating in Wyoming races has risen dramatically since statistics were first reported in 2014, demonstrating the success of the breeder’s award program.

**Table 14: Wyoming-bred Horses Racing**

	<b># of Horses</b>	<b>% Change</b>
2014	55	N/A
2015	76	38.2%
2016	87	14.5%
2017	120	37.9%
2018	176	46.7%
2019	179	1.7%
2020	226	26.3%
2021	270	19.5%
2022	312	15.6%
<b>CAGR</b>	<b>24.2%</b>	

Source: Wyoming Gaming Commission

Income from historical horse racing (“HHR”) terminals funds operations, purses, and other expenses at Wyoming’s three racetracks. Additional cash flows from HHR allows the horse racing tracks to increase the amount of live racing days and offer richer purses. As a result, legalization of HHR, which had its first full year of operations in the state in 2014, boosted live horse racing revenue. The Wyoming Gaming Commission provides annual reports for the years 2011 to 2021 as well as the unaudited 2022 data available at the time of writing this report. The table below summarizes the live horse racing data. Total purses paid increased by a CAGR of 14.6% from 2014 to 2022, reaching roughly \$3.3 million in 2022.

**Table 15: Wyoming Live Horse Racing State Totals**

Year	Racing Days	Total Handle	Returned to Public	Sites	Average Handle per Site	Average Handle per Day	Total Purses
2011	4	\$115,960	\$87,922	1	\$115,960	\$28,990	-
2012	4	\$136,547	\$104,214	1	\$136,547	\$34,137	-
2013	10	\$248,817	\$191,676	2	\$124,409	\$24,882	-
2014*	20	\$1,152,465	\$891,791	2	\$576,233	\$57,623	\$1,100,637
2015	31	\$1,527,032	\$1,188,203	4	\$381,758	\$49,259	\$1,645,797
2016	22	\$1,019,471	\$791,394	4	\$254,868	\$46,340	\$1,115,385
2017	30	\$1,456,664	N/A	4	\$364,166	\$48,555	\$1,361,612
2018	34	\$1,560,505	N/A	3	\$520,168	\$45,897	\$1,819,850
2019	30	\$1,683,394	N/A	3	\$561,131	\$56,113	\$1,881,450
2020	24	\$1,586,949	N/A	2	\$793,475	\$66,123	\$1,770,155
2021	50	\$2,304,456	N/A	3	\$768,152	\$46,089	\$3,224,946
2022	50	\$2,345,062	N/A	3	\$781,687	\$46,901	\$3,267,200

Source: The Innovation Group; Wyoming Gaming Commission; \*2014 if the First Full Year of HHR Operations

In addition to an increase in purses from HHR, the operations of HHR terminals in Wyoming contributes to the horse racing industry through a breeder’s award program. The following table displays the breeder’s award program payouts from 2010 to 2022. As shown in the table, total payouts have increased significantly over the time period analyzed. This large increase in payouts can be attributed to the introduction of historical horseracing in the state. In 2014, the first full year for HHR in Wyoming, total Breeder’s Award payouts increased by over \$450,000 to approximately \$505,000. Moreover, from 2014 to 2022, total payouts increased by a CAGR of about 33.8%, reflecting the positive impact that HHR has had on the Breeder’s Award program.

**Table 16: Wyoming Horse Racing Breeder’s Award Statistics\***

Year	Payout
2010	\$59,009
2011	\$9,405
2012	\$42,144
2013	\$41,662
2014	\$504,631
2015	\$1,198,127
2016	\$995,965
2017	\$1,717,403
2018	\$2,318,717
2019	\$3,210,134
2020	\$2,735,487
2021	\$3,717,301
2022	\$5,174,118
<b>2014-2021 CAGR</b>	<b>33.8%</b>

Source: Wyoming Gaming Commission; \*Excludes Advanced Deposit Wagering

## Pennsylvania

In 2004, the Pennsylvania state legislature passed the Pennsylvania Horse Development and Gaming Act. The Act legalized casino gaming within the state, with the first casino's beginning operations in 2006, and established the Pennsylvania Race Horse Development Fund. According to the Pennsylvania Gaming Control Board, approximately 10% of revenue generated from slot machine gaming each day is reserved for the Pennsylvania Race Horse Development Fund. In 2019, this resulted in a contribution of \$238.0 million to the Pennsylvania Race Horse Development Fund.<sup>1</sup>

The following table displays the Pennsylvania Race Horse Development Fund Distributions to purses and the Pennsylvania Breeding Fund from 2006 to 2015. Over the first 10 years of the Fund's existence, distributions to purses increased by a CAGR of 58.7% from just over \$3 million to over \$193.6 million. Before the Fund was established, purses within the state ranged from \$30.0 million to \$40.0 million.<sup>2</sup>

**Table 17: Pennsylvania Race Horse Fund Historical Distributions to Purses and Pennsylvania Breeding Fund**

	<b>Purses</b>	<b>PA Breeding Fund</b>
2006	3,030,521	190,328
2007	99,746,964	8,399,133
2008	155,094,313	14,681,313
2009	188,565,798	18,235,972
2010	157,089,030	16,213,108
2011	181,321,256	18,634,739
2012	177,269,965	18,184,986
2013	165,608,544	17,125,771
2014	178,846,753	18,413,707
2015	193,685,318	20,222,210
<b>CAGR</b>	<b>58.7%</b>	<b>67.9%</b>

Source: Pennsylvania Gaming Control Board

According to data provided by The Jockey Club, in the first 10 years of the Pennsylvania Race Horse Development Fund, the number of Pennsylvania-Bred starters increased by a CAGR of 4.0%.

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<sup>1</sup> [https://gamingcontrolboard.pa.gov/files/reports/2019\\_Pari-Mutuel\\_Benchmark\\_Report.pdf](https://gamingcontrolboard.pa.gov/files/reports/2019_Pari-Mutuel_Benchmark_Report.pdf)

<sup>2</sup> <https://www.mcall.com/2005/05/01/down-on-the-horse-farm-breeders-betting-on-slots-anticipated-new-gambling-revenue-and-bigger-purses-lead-to-record-foaling-season/>

**Table 18: Pennsylvania-Bred Racing Starters**

	<b>Starters</b>
2001	1,803
2002	1,823
2003	1,774
2004	1,784
2005	1,821
2006	1,761
2007	1,915
2008	2,069
2009	2,241
2010	2,327
2011	2,427
2012	2,614
2013	2,738
2014	2,679
2015	2,506
<b>06-15 CAGR</b>	<b>4.0%</b>

Source: The Jockey Club

In addition to the statistics above, data reported by the Pennsylvania Horsemen's Benevolent and Protective Association (“PHBPA”) further indicates the positive benefits the Pennsylvania Race Horse Development Fund has created for the industry as well as the state’s overall economy. According to the PHBPA, before the state passed the Pennsylvania Horse Development and Gaming Act, horse racing generated annual economic impacts to the state of approximately \$1 billion while it now generates estimated total impacts of \$4 billion. Furthermore, it is estimated that horse owners and trainers reinvest approximately 89.0% of monies paid from the Pennsylvania Race Horse Development Fund into their local economies.<sup>3</sup>

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<sup>3</sup> <https://www.pahbpa.com/what-we-do/news/pennsylvania-race-horse-development-fund-fact-sheet/>

# COMPETITIVE CASINO ENVIRONMENT

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The Nebraska casino competition consists of both commercial and tribal gaming properties spread across six states.

## Legislative Background of Native American Gaming

Native American gaming in the United States commenced as a result of the National Indian Gaming Regulatory Act (IGRA), which was passed by the U.S. Congress in 1988. The IGRA provides for a system of joint regulation of Class II gaming on Indian lands by tribes and the Federal Government, and establishes a system for compacts between tribes and states concerning the regulation of Class III gaming. By law, Class II gaming is defined as (1) bingo or lotto, whether or not electronic, computer or other technological aids are used; (2) pull-tabs, punch-boards, tip jars, instant bingo, and other similar games if played in the same location as bingo or lotto; (3) non-banking card games that a) state law explicitly authorizes, or does not explicitly prohibit, and are played legally anywhere in the state, and b) players play in conformity with state laws and regulations concerning hours, periods of operation, and limitations on wagers and pot sizes; (4) or other Class II gaming facilities in operation prior to 1988. By default, Class III gaming is defined as gaming activities that are not Class I or II, or those generally referred to as house-banked, which include Vegas-style games such as blackjack, roulette, craps and video lottery terminals, or slot machines.

IGRA established a process of compact negotiation between federally recognized tribes and state governments, which precedes casino development. States have the right to place limitations on the number and type of games as well as the location of casinos (off or on reservation land) and the selling and consumption of alcohol. Class II operations do not require a compact for negotiation and usually consist of bingo halls. The legal age to gamble in Nebraska Class III native facilities is 21.

Class III tribal gaming can vary by state, depending upon the results of compact negotiation between federally recognized tribes and individual governors. Some states execute compacts that restrict the games casinos can offer, number or size, as well as tax payment agreements and compact expiration dates.

## *Competitive Set*

The Nebraska competitive set includes 32 properties across Nebraska, Iowa, Kansas, South Dakota, and Missouri. In total, the market consists of almost 19,000 slot machines, roughly 460 tables, and more than 2,100 hotel rooms. The following table presents the complete competitive set for the Nebraska statewide market, sorted by total number of positions.



**Table 19: Nebraska Competitive Environment**

<b>Property</b>	<b>Location</b>	<b>Slots</b>	<b>Tables</b>	<b>Positions</b>	<b>F&amp;B</b>	<b>Hotel</b>
Ameristar Casino Hotel Kansas City	Kansas City, MO	1,790	42	2,042	8	184
Hollywood Casino at Kansas Speedway	Kansas City, KS	1,500	35	1,710	3	0
Ameristar Casino Council Bluffs	Council Bluffs, IA	1,295	28	1,463	5	160
Horseshoe Council Bluffs Casino	Council Bluffs, IA	1,241	54	1,565	3	0
Prairie Band Casino & Resort	Mayetta, KS	1,200	27	1,362	7	297
Argosy Casino	Riverside, MO	1,099	36	1,315	7	258
Harrah's Kansas City	North Kansas City, MO	944	58	1,292	4	390
Bally's Casino Kansas City	Kansas City, MO	894	24	1,038	5	0
WinnVegas Casino Resort	Sloan, IA	750	13	828	3	78
Grand Falls Casino	Larchwood, IA	703	32	895	5	97
Hard Rock Sioux City	Sioux City, IA	654	20	774	5	54
7th Street Casino	Kansas City, KS	600	0	600	2	0
Golden Eagle Casino	Horton, KS	600	9	654	1	0
Sac and Fox Casino	Powhattan, KS	500	10	560	3	0
Harrah's Council Bluffs	Council Bluffs, IA	495	19	609	3	251
St Jo Frontier Casino	St Joseph, MO	442	6	478	3	0
*WarHorse Casino Lincoln	Lincoln, NE	400	7	442	1	0
Royal River Casino & Hotel	Flandreau, SD	400	12	472	3	120
Prairie Wind Casino & Hotel	Pine Ridge, SD	382	8	430	2	78
Casino White Cloud	White Cloud, KS	380	0	380	1	4
Ohiya Casino & Resort	Niobrara, NE	368	0	368	3	45
Blackbird Bend Casino	Onawa, IA	347	0	347	1	0
*Grand Island Casino	Grand Island, NE	300	0	300	2	0
Fort Randall Casino & Hotel	Lake Andes, SD	298	9	352	2	50
*Harrah's Columbus Casino	Columbus, NE	250	0	250	1	0
Rosebud Casino	Valentine, NE	250	6	286	1	60
Prairie Flower Casino	Carter Lake, IA	200	0	200	1	0
East Wind Casino	Martin, SD	124	0	124	1	0
Lucky 77 Casino	Walthill, NE	100	0	100	1	0
Native Star Casino	Winnebago, NE	90	0	90	1	0
Iron Horse Bar & Casino	Emerson, NE	89	0	89	1	0
Prairie Band One Stop	Holton, KS	40	0	40	0	0

Source: Casino Websites, Casino City, The Innovation Group; \*indicates property is currently using a temporary facility

## *Nebraska*

### **Tribal Casinos**

**Ohiya Casino & Resort** is located in Niobrara, NE. It offers 368 slot machines, three food and beverage venues, and a 45-room hotel.

**Rosebud Casino** is a casino located in Valentine, NE. It offers 250 slot machines, six table games, one food and beverage option, a 60-room hotel, and an RV park.

**Native Star Casino**, situated in Winnebago, NE, is a small facility that offers 90 slot machines and one restaurant option.

**Lucky 77 Casino** is a casino located in Walthill, NE. It offers 100 slot machines and one food and beverage option.

**Iron Horse Bar & Casino** is a casino located in Emerson, NE. It offers 89 slot machines and one food and beverage venue.

### Commercial Casinos

**WarHorse Casino Lincoln** was the first temporary commercial facility in the state when it opened in September 2022 with 400 slot machines, seven table games, and one restaurant. Phase two of the expansion began in late 2023 and is expected to take about a year and will add about 900 positions and a 162-room hotel.

**Harrah's Columbus** is situated in Columbus, NE. The currently operating temporary facility offers 250 slot machines and one food and beverage choice. A permanent casino is set to open in 2024 and include 500 slot machines, 14 table games, a sportsbook, and a racetrack.

**Grand Island Casino at Fonner Park** is located in Grand Island, NE. The current temporary facility holds 300 slot machines and two food and beverage options. The permanent casino is set to open in late-2025 to 2025 and include 650 slot machines, 20 table games, a sportsbook, and a 116-room hotel.

## *Iowa*

The Nebraska casino market competes with casino facilities located in western Iowa, particularly around Council Bluffs.

### Commercial Casinos

**Ameristar Casino Council Bluffs** is Penn Entertainment's operation in Council Bluffs, IA. It is a riverboat casino with 1,295 slots, 28 table games, five food and beverage venues, a sportsbook, and a 160-room hotel.

**Harrah's Casino** is one of the two Caesars Entertainment properties in Council Bluffs. It is the smallest of the three Council Bluffs casinos with 495 slots, 19 table games, three food and beverage choices, a sportsbook, and a 251-room hotel.

**Horseshoe Council Bluffs Casino** is the other Caesars property in Council Bluffs. It hosts 1,241 slots, 54 table games, a sportsbook, and an attached Hilton Garden Inn with 153 rooms.

**Hard Rock Casino** in Sioux City, IA is owned by Churchill Downs Incorporated (CDI). It contains 654 slot machines, 20 table games, five food and beverage selections, and a 54-room hotel.

**Grand Falls Casino** is Elite Casino Resorts' facility located in Larchwood, IA. It hosts 703 slot machines, 32 table games, five food and beverage choices, and a hotel with 97 rooms.

## **Tribal Casinos**

**Prairie Flower Casino** is a casino with 200 slot machines and one food and beverage offering, but an expansion is set to be completed in 2024. The expansion will include 600 slots machines, a sports book, multiple dining options, a center bar, and retail space. Because of a shift in the river, the casino is physically connected to Omaha but is technically in Carter Lake, Iowa.

**Blackbird Bend Casino** is located in Onawa, IA. It holds 347 slot machines and one food and beverage venue.

**WinnaVegas Casino** is a casino located in Sloan, IA. It offers 750 slot machines, 13 table games, three food and beverage options, and a 78-room hotel.

## ***South Dakota***

Although both tribal and commercial casinos exist in the South Dakota market, the only four properties relevant to the Nebraska market are all tribal. The Deadwood, SD market is generally too far away from northern Nebraska to compete for day-trip visits.

**Royal River Casino** is a casino located in Flandreau, SD. It offers 400 slot machines, 12 table games, three food and beverage options, and a 120-room hotel.

**Fort Randall Casino** is a casino located in Lake Andes, SD. It offers 298 slot machines, 9 table games, two food and beverage options, and a 50-room hotel.

**East Wind Casino** is a casino located in Martin, SD. It offers 124 slot machines and one food and beverage option.

**Prairie Wind Casino** is a casino located in Pine Ridge, SD. It offers 382 slot machines, 8 table games, two food and beverage options, and a 78-room hotel.

## ***Missouri***

In Missouri the only casinos permitted are riverboat casinos on the Missouri or Mississippi rivers or within 1,000 feet of their shorelines. As of 2023 there are no tribal casinos in Missouri.

**Ameristar Casino Hotel Kansas City** is one of Penn Entertainment's Kansas City facilities. It holds 1,790 slot machines, 42 table games, eight food and beverage choices, and a 184-room hotel.

**Argosy Casino** is the other Penn Entertainment casino located in the Kansas City market. It offers 1,099 slot machines, 36 table games, seven food and beverage options, and a 258-room hotel.

**Bally's Casino Kansas City** is Bally's Kansas City operation. The casino, which Bally's took ownership of in 2020, offers 894 slot machines, 24 table games, and five food and beverage options.

**Harrah's Kansas City** is located in North Kansas City, MO. It offers 944 slot machines, 58 table games, four food and beverage choices.

**St Jo Frontier Casino**, operated by Affinity Gaming, sits on the Missouri River in St Joseph, MO. It contains 442 slot machines, six table games, and three food and beverage selections.

## *Kansas*

There are six relevant casinos in Kansas market that compete for trips with Nebraska casinos. Five are tribal properties and only one, Hollywood Casino at Kansas Speedway, is commercial.

**7th Street Casino** is a slot-only casino located in Kansas City, KS. It offers 600 slot machines and two food and beverage options. The facility is owned by the Wyandotte Tribe of Oklahoma.

**Casino White Cloud** is owned by the Iowa Tribe of Kansas and Nebraska and also slot-only. The facility resides in White Cloud, KS, featuring 380 slot machines, one food and beverage venue, and four cabins for overnight stays.

**Golden Eagle Casino** in Horton, KS is owned by the Kickapoo Tribe. It holds 600 slot machines, nine table games, and one food and beverage choice.

**Hollywood Casino at Kansas Speedway** is the only commercial casino located in the Kansas competitive set. The Penn Entertainment property resides in Kansas City, KS, next to the Kansas Speedway. It features 1,500 slot machines, 35 table games, and three food and beverage venues.

**Prairie Band Casino & Resort** is the Prairie Band Potawatomi Nation's casino located in Mayetta, KS. The resort casino holds 1,200 slot machines, 27 table games, seven food and beverage choices, and a 297-room hotel. The convenience store offers 40 slot machines.

**Sac & Fox Casino** is the Sac and Fox Nation of Missouri's casino facility in Powhattan, KS. It features 500 slot machines, 10 table games, and three food and beverage selections.

## *Colorado*

To a lesser extent, the Nebraska statewide gaming market competes with Black Hawk and Central City, Colorado, located west of Denver. These two small mountain towns host a combined 21 casinos, roughly 7,800 slot machines and 220 tables, in addition to several restaurants and hotels.

Despite Black Hawk and Central City being several hours from western Nebraska, they do attract some gaming visits from the region. However, as the amount of visits is very small and usually involves an overnight stay, Black Hawk and Central City were not included in the gravity model analysis.

## *Proposed*

### **WarHorse Casino Omaha**

Expected to open mid to late 2024 and cost around \$300 million to construct, WarHorse Casino Omaha, owned by Ho-Chunk Inc., is expected to contain 1,300 slot machines, 20 tables games, a sportsbook, and several dining options.

### **South Sioux City**

Ho-Chunk Inc. was awarded a license for South Sioux City, NE on a 100 acre site a mile away from Atokad Park. According to Ho-Chunk, this project is currently delayed and will open within a year of the Omaha and Lincoln facilities, however, and that has not been a building program announced.

### **Hastings**

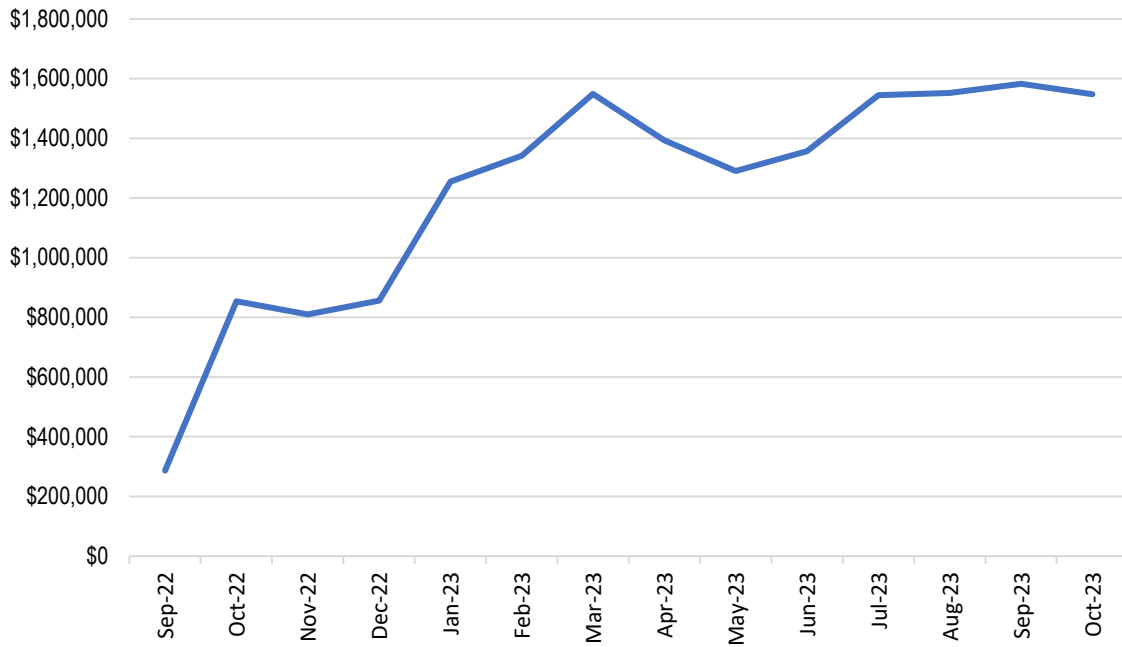
As of the writing of this report, a license has been awarded for a casino to open in the town of Hastings. A lack of support from the local community led to plans for the casino to be scrapped in June 2023.

## *Historical Trends*

### **Nebraska**

In this section we examine the historical Nebraska market by analyzing the trends in gaming tax received, as reported by the Nebraska Racing and Gaming Commission (NRGC). Commercial gaming started in September 2022 when the WarHorse Lincoln temporary facility opened. In that month, just shy of \$290,000 was received in the form of gaming tax. June 2023 was the first month of operation for Harrah's Columbus, the most recent casino to open. Each of the most recent four months on record (July 2023 to October 2023), have collected over \$1.5 million in gaming tax, respectively. The following figure displays the total state gaming tax received since September 2022.

**Figure 1: Nebraska Total Gaming Tax Received; September 2022 – October 2023**



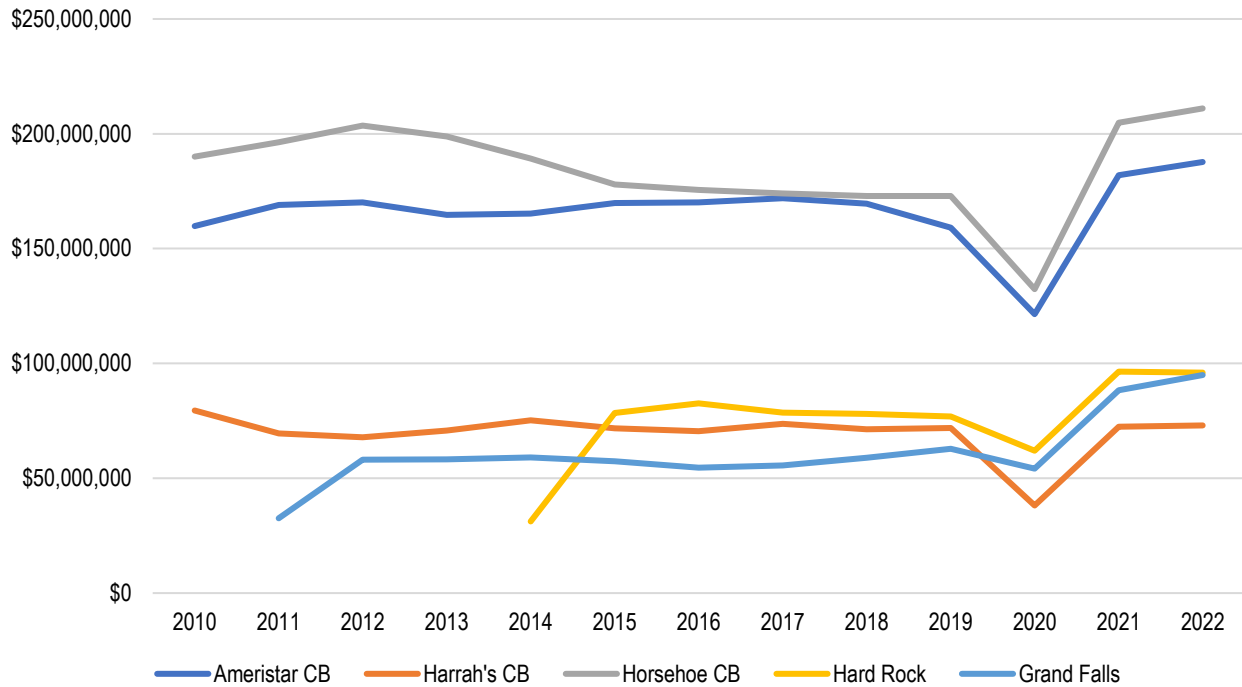
Source: NRGCC

## Iowa

The Innovation Group analyzed gaming revenue data from the Iowa Racing and Gaming Commission (IRGC). The following figure displays the historical performance of the western Iowa commercial casinos: Ameristar, Harrah’s, Horseshoe, Hard Rock, and Grand Falls. Please note that the Grand Falls property opened in June 2011 and the Hard Rock property opened in July 2014.

Since 2010, the Horseshoe has consistently outperformed the rest, reaching a peak in 2022 of more than \$211 million. Historically, Ameristar has done fairly similar, but less than the Horseshoe. The other three facilities have not surpassed \$100 million in revenue since 2010. Since 2015, the first full year of operations for all five facilities, Grand Falls has experienced the greatest compound annual growth rate (CAGR) at about 7.5%. Hard Rock has seen the second largest CAGR at about 2.9%.

**Figure 2: Western Iowa Commercial Casino Historical Performance; 2010 - 2022**



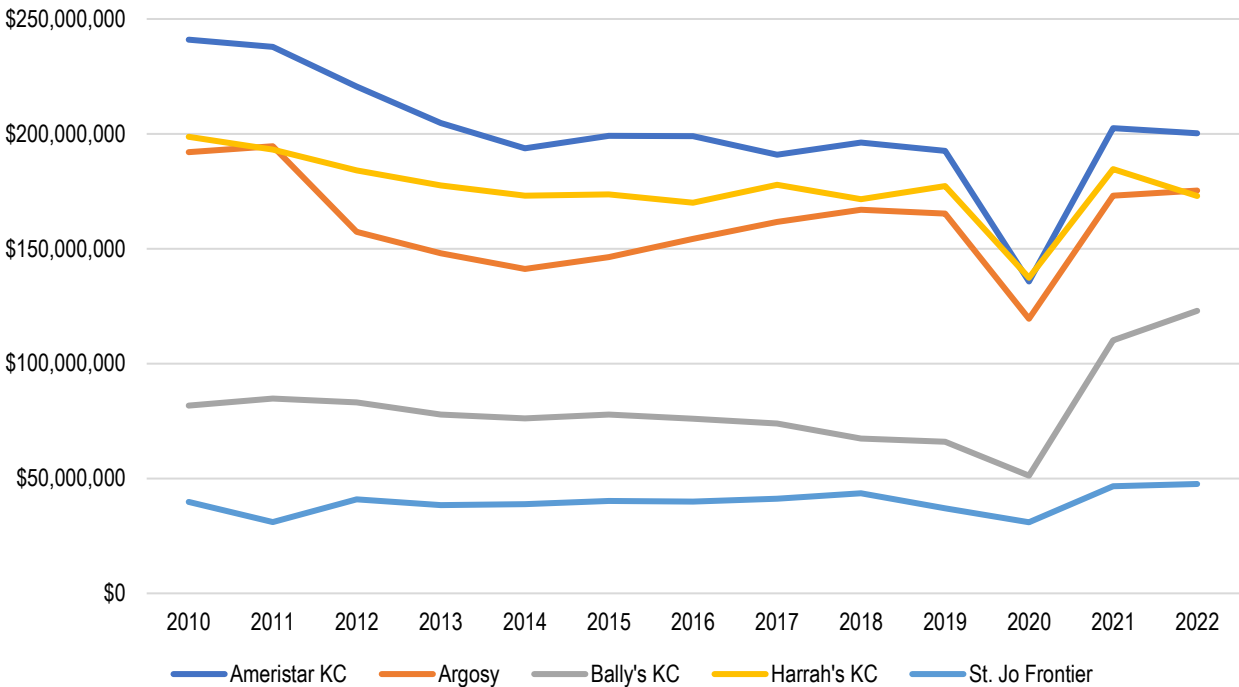
Source: IRGC

## Missouri

The Innovation Group collected gaming revenue data from the Missouri Gaming Commission (MGC). The following presents the historical performance of the western Missouri commercial casinos: Ameristar, Argosy, Bally's, Harrah's, and St. Jo Frontier.

Since 2010, Ameristar has been the top performer of the five, with the exception of the pandemic-impacted 2020, when Harrah's generated roughly \$1.6 million more in gaming revenue. St. Jo Frontier, the only facility not located in the Kansas City metropolitan area, has not surpassed \$50 million since 2010. Bally's has seen the greatest growth since 2015, with a CAGR of roughly 6.7%, mainly due to their investment in the property since they acquired it in 2020. Harrah's is the only property to have a negative CAGR since 2015 at about -0.1%.

**Figure 3: Western Missouri Commercial Casino Historical Performance; 2010 - 2022**



Source: MGC

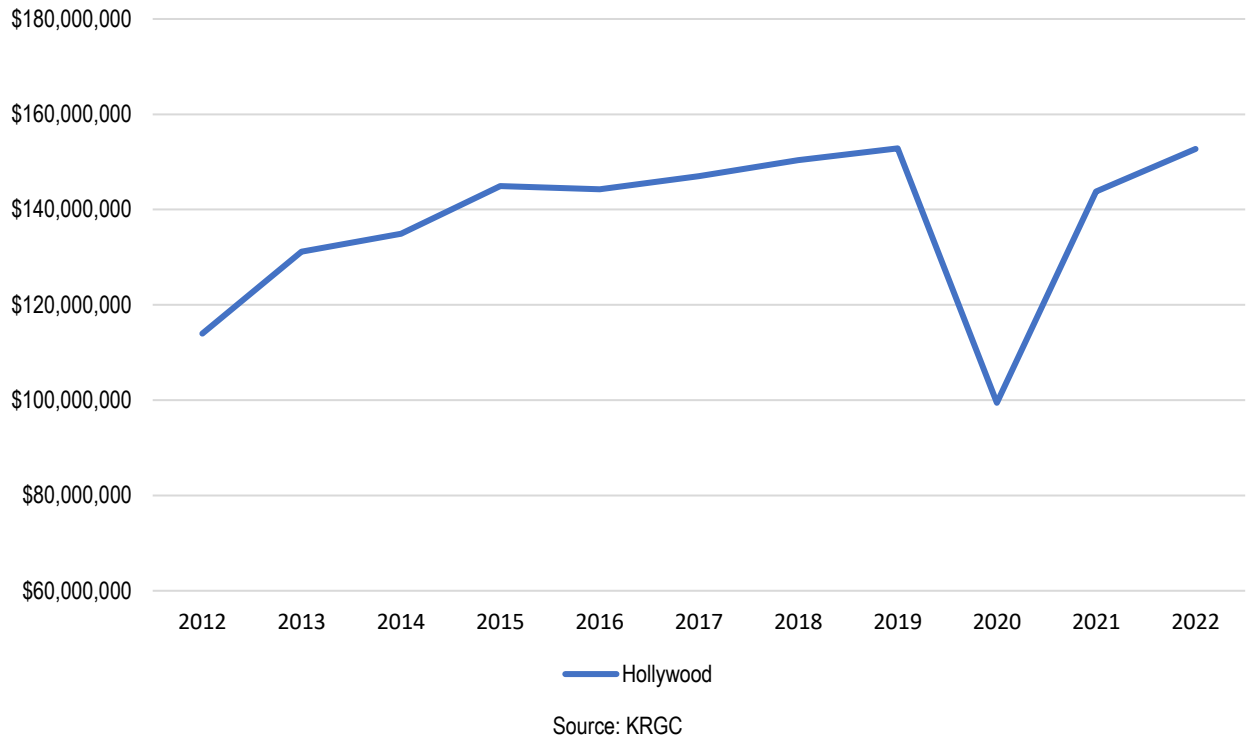
## Kansas

The Innovation Group collected gaming revenue data from the Kansas Racing and Gaming Commission (KRGC) for the Hollywood Casino, the only commercial property in Kansas that competes with Nebraska-based casinos for trips.

Since 2012, the year the property opened, gaming revenues have surpassed \$100 million in every year with the exception of 2020 due to the COVID-19 pandemic. 2019 has been the casino's best year, generating almost \$153 million. However, 2022 came close, falling short of 2019's figure by about \$140,000.



**Figure 4: Hollywood Casino (Kansas) Historical Performance; 2012 - 2022**



# GAMING MARKET ANALYSIS

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## *Methodology*

In developing this analysis a gravity model was employed. Gravity models are commonly used in location studies for commercial developments, public facilities and residential developments. First formulated in 1929 and later refined in the 1940s, the gravity model is an analytical tool that defines the behavior of a population based on travel distance and the availability of goods or services at various locations. The general form of the equation is that attraction is directly related to a measure of availability such as square feet and inversely related to the square of the travel distance. Thus the gravity model quantifies the effect of distance on the behavior of a potential patron, and considers the impact of competing venues.

The basic formulation is that the interaction between two or more gaming venues is based on Newton's Law of Universal Gravitation: two bodies in the universe attract each other in proportion to the product of their “masses” – here, gaming positions – and inversely as the square distance between them. Thus, expected interaction between gaming venue  $i$  and market area  $j$  is shown as:

$$k \times \frac{N_i \times P_j}{d_{ij}^2}$$

where  $N_i$  = the number of gaming positions in gaming venue  $i$ ,  $P_j$  = the population (21+) in market area  $j$ ,  $d_{ij}$  = the distance between market area  $j$  and gaming venue  $i$ , and  $k$  = an attraction factor relating to the quality and amenities to be found at each gaming venue in comparison to the competing set of venues. When this formulation is applied to each gaming venue gaming trips generated from any given zip code are then distributed among all the competing venues.

The gravity model included the identification of 27 discrete market areas based on drive times and other geographic features and the competitive environment. Using our GIS software and ESRI database<sup>4</sup>, the adult population (21 and over), latitude and longitude, and average household income is collected for each zip code.

Each of these market areas is assigned a unique set of propensity and frequency factors. Gamer visits are then generated from zip codes within each of the areas based on these factors. The gamer visits thus generated are then distributed among the competitors based upon the size of each facility, its attractiveness and the relative distance from the zip code in question. The gravity

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<sup>4</sup>The GIS software used was ArcGIS. This software allows for custom data generally in a tabular format with a geographic identification code (census tract, zip code, latitude and longitude, or similar identifier) to be mapped or displayed and integrated with other geographic census based information such as location of specific population or roadways. ArcGIS is the most widely used programs in the geographic information systems industry; the data source behind the mapping program is Esri. Esri provides census demographic and psychographic data on a variety of geographic levels of detail ranging from census block groups and counties to postal zip codes. The data is updated annually and includes a current year estimate and a five year forecast for the future.

model then calculates the probabilistic distribution of gamer visits from each market area to each of the gaming locations in the market.

Each travel distance/time is evaluated to determine the likely alternative gaming choices for residents of the region. The model is constructed to include only those alternative venues that are considered to be within a reasonable travel time. These include competing casinos that have the potential to attract patrons, or siphon off visits from the market. Travel distances and time have been developed through use of our GIS system.

The following section provides a description and definition of the various components of the model.

### *Gamer Visits*

This measure is used to specify the number of patron trips to a gaming market, where an individual can make any number of separate visits in the course of a year. In order to estimate the gamer visits, market penetration rates, made up of the separate measures of propensity and frequency, are applied to the adult population in each zip code. A gamer visit can include more than one visit to a casino.

### *Propensity*

Propensity measures the percentage of adults who will participate in casino gaming within the zip code. This varies based upon a number of factors, which includes the number of gaming venues, their type (i.e. landbased versus riverboat), games permitted, availability of other entertainment and leisure options, and most importantly distance from a gaming venue. Propensity in the inner market areas from 0-50 miles can vary between the high thirty per cent range in a single riverboat market to the fifty percent range for multiple land based casinos with a well-developed array of amenities. Propensity has fallen since casinos re-opened from the pandemic closures; this is confirmed by admissions data as well as numerous operators noting the loss of a significant portion of their client base.

### *Frequency*

This measures the average number of visits that an adult will make annually to casinos in the subject market. Frequency is a function of annual gaming budget as indicated by income variations, the number of venues in the market, the type of gaming facility and most importantly distance from a gaming venue.

### *MPI (Market Potential Index)*

Propensity also varies as a function of each market's average market potential index (MPI) score. MPI scores are generated by Simmons Survey, a respected consumer research firm that conducts a nationwide survey of consumer behavior, including propensity to gamble at a casino. This score is an indication of the degree of likelihood that a person will participate in gaming based upon their lifestyle type. The MPI score inflates or discounts the participation rate of each zip code. For example, if a market area has an overall participation rate of 4.0 (propensity of 40% times frequency of 10), an MPI score of 120 for a particular zip code would effectively inflate the participation rate of that zip code to 4.8 (4.0 times 120%). The overall MPI score for the market area is a weighted average of all the zip codes within the area.

### *Win per Visit (WPV)*

Win per visit is the amount of wagering retained or “won” by the casino. It varies not only by gaming jurisdiction, but also in some cases by individual facilities. Normatively, win per visit is a function of distance and income. Gamers traveling greater distances tend to spend more per visit, typically making fewer gamer visits on average. As discussed in the Historical Trends section, WPV has risen dramatically in the COVID era.

### *Attraction Factors*

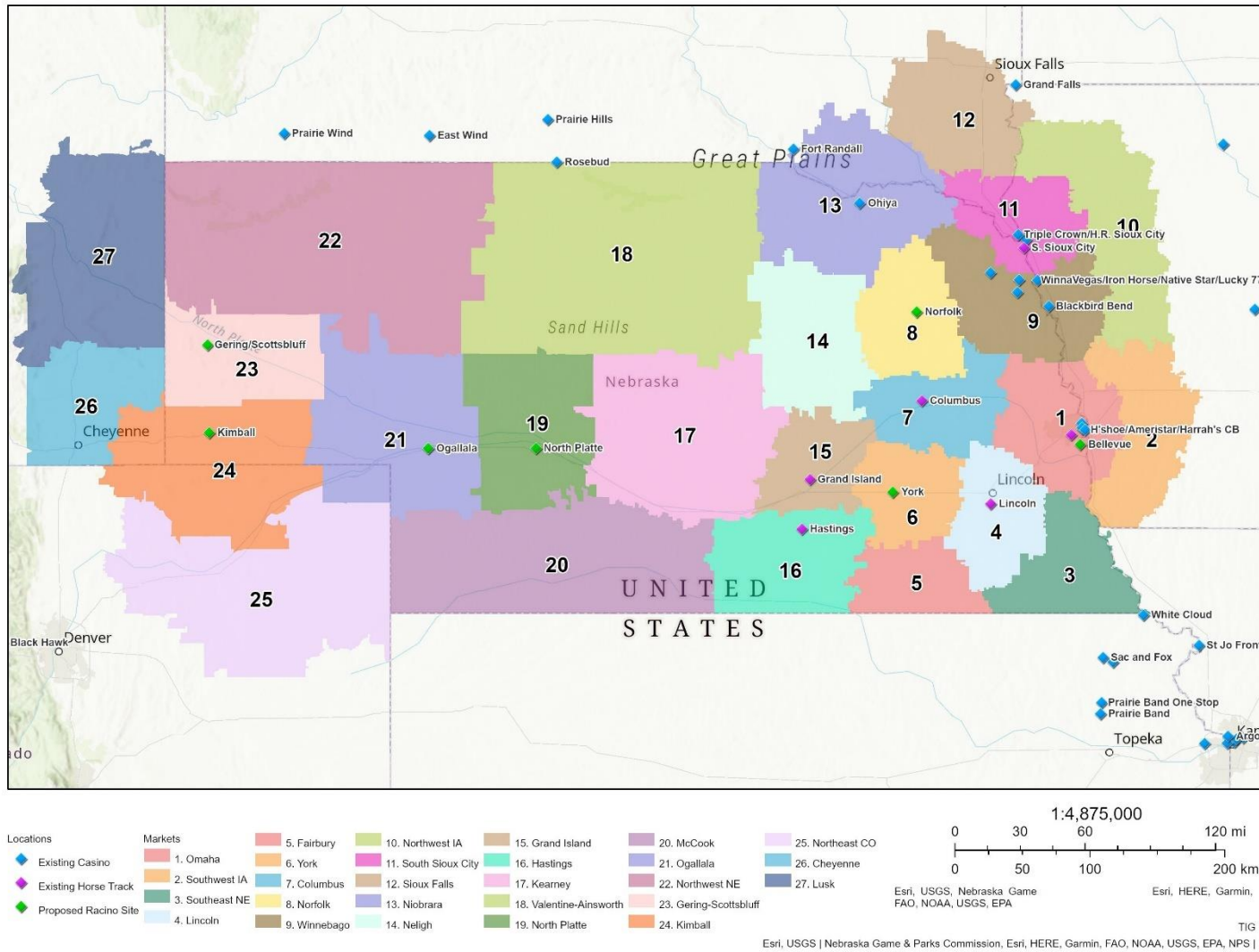
Attraction factors measure the relative attraction of one gaming venue in relation to others in the market. Attraction factors are applied to the size of the gaming venue as measured by the number of positions it has in the market. Positions are defined as the number of gaming machines plus the number of seats at gaming tables. A normative attraction factor would be one. When this is applied to the number of positions in a gaming venue there is no change in the size of the gaming venue as calculated by the model and hence its attraction to potential patrons. A value of less than one adjusts the size of the gaming venue downwards and conversely a value greater than one indicates that the gaming venue has characteristics that make it more attractive. Attraction factors can be based on a number of components including branding, the level and effectiveness of marketing efforts, and the level of quality and amenities of a facility. Attraction factors are also adjusted to model the presence of natural and man-made boundaries which impact ease of access and convenience of travel in the market area.

The sensitivity of the model to changes in these factors is not in the nature of a direct multiplication. For example, a doubling of the attraction factor will not lead to a doubling of the gamer visits attracted to the site. It will however cause a doubling of the attractive power of the gaming venue, which is then translated via non-linear equations into an increase in the number of gamer visits attracted to the gaming venue. This is based upon the location, size and number of competing gaming venues and their relationship to the market area to which the equation is applied. The variation of these factors is based upon The Innovation Group’s experience in developing and applying these models, and consideration of the existing visitation and revenues. The latter represents the calibration of the model and has been accomplished by adjusting attraction factors to force the model to recreate the existing revenues and patron counts. In this case attraction factors have been adjusted for each casino for each market area. This is based upon known visitation patterns.

### *Market Area Definitions*

The Nebraska market has been grouped into 27 distinct market areas, from which different participation rates may be expected depending on the level and location of competition that is present in the market. The following map and table show the market areas and their respective adult population (21 and over) and average household income.

Figure 5: Nebraska Statewide Market Area Definitions



**Table 20: Nebraska Market Area Demographics**

	Adult Pop 2023	Adult Pop 2028	CAGR 2023-2028	Average HHI 2023	Average HHI 2028	CAGR 2023-2028
1. Omaha	712,385	733,109	0.6%	\$107,774	\$123,248	2.7%
2. Southwest IA	46,787	46,018	-0.3%	\$88,106	\$99,461	2.5%
3. Southeast NE	28,618	28,064	-0.4%	\$79,903	\$90,529	2.5%
4. Lincoln	272,873	280,216	0.5%	\$94,514	\$108,101	2.7%
5. Fairbury	11,698	11,386	-0.5%	\$81,959	\$92,474	2.4%
6. York	30,042	29,837	-0.1%	\$98,396	\$110,679	2.4%
7. Columbus	44,199	44,114	0.0%	\$87,990	\$97,641	2.1%
8. Norfolk	41,700	41,245	-0.2%	\$84,640	\$93,801	2.1%
9. Winnebago	36,244	35,728	-0.3%	\$83,949	\$94,756	2.5%
10. Northwest IA	69,523	68,421	-0.3%	\$93,163	\$103,993	2.2%
11. South Sioux City	123,509	123,925	0.1%	\$88,980	\$100,335	2.4%
12. Sioux Falls	198,448	210,547	1.2%	\$104,293	\$119,708	2.8%
13. Niobrara	43,117	43,043	0.0%	\$82,465	\$91,613	2.1%
14. Neligh	12,363	12,121	-0.4%	\$82,801	\$93,657	2.5%
15. Grand Island	61,981	61,882	0.0%	\$87,367	\$99,148	2.6%
16. Hastings	39,312	38,754	-0.3%	\$84,670	\$94,246	2.2%
17. Kearney	66,845	67,020	0.1%	\$85,306	\$94,708	2.1%
18. Valentine-Ainsworth	13,850	13,558	-0.4%	\$82,118	\$92,586	2.4%
19. North Platte	25,632	25,284	-0.3%	\$81,845	\$90,860	2.1%
20. McCook	31,076	30,391	-0.4%	\$83,787	\$94,588	2.5%
21. Ogallala	14,057	13,743	-0.5%	\$80,246	\$91,347	2.6%
22. Northwest NE	19,389	18,800	-0.6%	\$75,706	\$85,355	2.4%
23. Gering-Scottsbluff	30,354	29,724	-0.4%	\$78,855	\$87,670	2.1%
24. Kimball	28,518	28,170	-0.2%	\$79,988	\$92,019	2.8%
25. Northeast CO	38,917	39,129	0.1%	\$81,267	\$93,371	2.8%
26. Cheyenne	73,157	74,217	0.3%	\$83,706	\$93,285	2.2%
27. Lusk	17,565	17,280	-0.3%	\$84,598	\$95,851	2.5%
<b>Average/Total</b>	<b>2,132,159</b>	<b>2,165,726</b>	<b>0.3%</b>	<b>\$95,876</b>	<b>\$109,139</b>	<b>2.6%</b>
<i>State</i>	<i>1,447,525*</i>	<i>1,469,648*</i>	<i>-0.3%</i>	<i>\$96,845</i>	<i>\$110,178</i>	<i>2.6%</i>
<i>National</i>	<i>250,698,091</i>	<i>256,185,380</i>	<i>0.4%</i>	<i>\$107,008</i>	<i>\$122,048</i>	<i>2.7%</i>

Source: ArcGIS/ESRI; The Innovation Group; CAGR=Compound Annual Growth Rate

## *Model Calibration*

### **2023 Calibration**

The gravity model was calibrated for last 12 months (through August 2023) using publicly reported data from the Nebraska Racing & Gaming Commission as well as the racing and gaming commissions of neighboring states. Competitive casinos were input into the model as discussed in the Competitive Environment section above.

The following table shows the rates for propensity, frequency, and win per visit by market area that were used to re-create the actual conditions in the Base 2023 model. Win has been varied based on differences between market areas in average household income and travel time. The table reflects total gaming visits and revenues from the defined market area in the last 12 months. Revenue includes the value of free play credits.

For the purpose of this calibration, the three commercial Nebraska casinos operating in 2023 have not been included. Our approach to this model was to calibrate to the landscape of gaming in Nebraska before any commercial Nebraska casinos became operational. Due to the fact that the three operating casinos are only temporary facilities, and only two were open in January 2023, the amount of revenue generated by the three properties in 2023 is small enough that it would not have a significant impact on the calibration. These three racinos are included in the 2026 Baseline, along with the three other Nebraska casino license holders that are expected to have permanent facilities open in 2026.

The Innovation Group estimates that the market has generated almost \$620 million in GGR over the last 12 months, with the Omaha market leading the way with approximately \$295 million in GGR. Of note, all of the markets west of Grand Island each generate less than \$5 million in GGR.

**Table 21: Gravity Model Calibration Baseline 2023**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	712,385	30.8%	13.7	100	3,009,535	\$98	\$294.9
2. Southwest IA	46,787	26.8%	11.7	95	138,673	\$97	\$13.4
3. Southeast NE	28,618	23.9%	10.3	97	68,910	\$97	\$6.7
4. Lincoln	272,873	23.8%	10.3	97	650,879	\$100	\$64.9
5. Fairbury	11,698	15.3%	6.4	83	9,432	\$101	\$1.0
6. York	30,042	20.0%	8.5	87	44,377	\$102	\$4.5
7. Columbus	44,199	20.3%	8.6	91	70,700	\$100	\$7.1
8. Norfolk	41,700	25.1%	10.8	89	101,312	\$97	\$9.8
9. Winnebago	36,244	30.2%	13.3	87	125,598	\$94	\$11.8
10. Northwest IA	69,523	24.1%	10.4	90	155,932	\$99	\$15.5
11. South Sioux City	123,509	34.9%	15.5	98	655,400	\$92	\$60.0
12. Sioux Falls	198,448	32.8%	14.5	100	946,373	\$96	\$90.9
13. Niobrara	43,117	28.9%	12.6	88	138,854	\$95	\$13.1
14. Neligh	12,363	20.1%	8.5	78	16,456	\$99	\$1.6
15. Grand Island	61,981	14.5%	6.0	93	50,310	\$102	\$5.1
16. Hastings	39,312	12.6%	5.1	92	23,458	\$102	\$2.4
17. Kearney	66,845	10.1%	4.0	91	24,900	\$103	\$2.6
18. Valentine-Ainsworth	13,850	20.6%	8.8	74	18,417	\$99	\$1.8
19. North Platte	25,632	13.5%	5.5	97	18,505	\$101	\$1.9
20. McCook	31,076	7.6%	3.0	88	6,132	\$103	\$0.6
21. Ogallala	14,057	9.7%	3.9	88	4,606	\$102	\$0.5
22. Northwest NE	19,389	21.7%	9.3	91	35,628	\$97	\$3.5
23. Gering-Scottsbluff	30,354	14.2%	5.8	95	23,783	\$101	\$2.4
24. Kimball	28,518	8.5%	3.4	91	7,405	\$102	\$0.8
25. Northeast CO	38,917	5.4%	2.1	95	4,145	\$103	\$0.4
26. Cheyenne	73,157	6.8%	2.6	102	13,519	\$103	\$1.4
27. Lusk	17,565	11.6%	4.7	89	8,484	\$102	\$0.9
<b>Total</b>	<b>2,132,159</b>				<b>6,371,723</b>	<b>\$97</b>	<b>\$619.5</b>

## Baseline 2026

For the purpose of assessing the impact of new commercial racinos operating in Nebraska and other developments on the Nebraska market, we have next modeled a future baseline scenario. It is expected that 2026 will be the first full year of operation for the permanent casinos operated by the original six Nebraska racino license holders; therefore, we use 2026 for the future baseline model, which becomes the benchmark to measure against the impact of the other potential racinos considered in the eight forecast scenarios. The opening of the six permanent commercial Nebraska casinos will create an overall increase in revenue in the Nebraska market area. This is due to the fact that the newly open casinos can be expected to increase the propensity and frequency for the markets in close proximity to each property, particularly for the casinos opening in markets without few nearby casino competitors, which results in an overall increase in both gaming visits and revenue.



The following table shows baseline 2026 gaming revenues assuming the operation of the six current racino license holders in their current locations and with no additional new competitors. By 2026, the gaming market is expected to increase by approximately \$150 million. The Lincoln, Grand Island, Hastings, and Kearney markets are expected to have significant increases in revenue.

**Table 22: Gravity Model Forecast Baseline 2026**

	<b>Gamer Pop.</b>	<b>Propensity</b>	<b>Frequency</b>	<b>MPI</b>	<b>Gaming Visits</b>	<b>WPV</b>	<b>GGR (MM)</b>
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	9.7%	3.9	88	4,545	\$103	\$0.5
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	14.2%	5.8	95	23,486	\$102	\$2.4
24. Kimball	28,308	8.5%	3.4	91	7,349	\$103	\$0.8
25. Northeast CO	39,036	5.4%	2.1	95	4,162	\$104	\$0.4
26. Cheyenne	73,791	6.8%	2.6	102	13,636	\$104	\$1.4
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,004,497</b>	<b>\$97</b>	<b>\$774.8</b>

## Forecast

### Scenario 1: Bellevue

Scenario 1 models the impact that a new horse track and racino at the proposed Bellevue site will have on the existing eligible locations in the Nebraska market. The addition of a new casino to the market would lead to increases in propensity and frequency for those market areas closest to the proposed facility. WPV would be expected to remain flat at \$97, and the opening of the proposed Bellevue racino would increase the total revenue in the Nebraska market from the 2026 Baseline by \$12.3 million or 1.6%. The following table shows the participation rates and total market gaming visits for Scenario 1:

**Table 23: Gravity Model Forecast 2026: Addition of Racetrack and Casino in Bellevue**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	14.0	100	3,164,963	\$99	\$312.3
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	9.7%	3.9	88	4,545	\$103	\$0.5
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	14.2%	5.8	95	23,486	\$102	\$2.4
24. Kimball	28,308	8.5%	3.4	91	7,349	\$103	\$0.8
25. Northeast CO	39,036	5.4%	2.1	95	4,162	\$104	\$0.4
26. Cheyenne	73,791	6.8%	2.6	102	13,636	\$104	\$1.4
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,039,276</b>	<b>\$97</b>	<b>\$777.9</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential Bellevue racino broken out by market. The Bellevue site is located in the Omaha market and is very close to both WarHorse Omaha and the other competitors across

the border in Council Bluffs; however, due to the large population base in the Omaha area, the Bellevue racino still generates more revenue, \$60.7 million, than any of the other potential racinos in the other scenarios. As shown in Table 39 later in the report, the Bellevue location has the largest impact on existing license holders.

**Table 24: Bellevue Local Market Capture - 2026**

	Total Market Gaming Visits	Capture Rate	Gaming Visits	WPV	GGR (MM)
1. Omaha	3,164,963	14.0%	444,666	\$99	\$43.9
2. Southwest IA	137,308	15.4%	21,161	\$98	\$2.1
3. Southeast NE	71,100	11.6%	8,221	\$98	\$0.8
4. Lincoln	1,332,201	5.0%	66,937	\$95	\$6.3
5. Fairbury	20,571	6.7%	1,386	\$99	\$0.1
6. York	87,344	6.4%	5,624	\$99	\$0.6
7. Columbus	207,555	3.3%	6,850	\$93	\$0.6
8. Norfolk	118,066	5.6%	6,573	\$97	\$0.6
9. Winnebago	124,521	4.5%	5,652	\$95	\$0.5
10. Northwest IA	154,348	5.1%	7,820	\$100	\$0.8
11. South Sioux City	656,515	1.1%	7,187	\$93	\$0.7
12. Sioux Falls	981,578	1.6%	15,856	\$97	\$1.5
13. Niobrara	138,808	3.3%	4,575	\$96	\$0.4
14. Neligh	21,006	4.5%	954	\$99	\$0.1
15. Grand Island	318,567	1.3%	4,120	\$92	\$0.4
16. Hastings	184,790	1.6%	2,928	\$93	\$0.3
17. Kearney	151,843	4.9%	7,393	\$99	\$0.7
18. Valentine-Ainsworth	18,185	0.1%	13	\$100	\$0.0
19. North Platte	22,451	0.1%	29	\$102	\$0.0
20. McCook	31,011	0.1%	38	\$102	\$0.0
21. Ogallala	4,545	0.2%	10	\$103	\$0.0
22. Northwest NE	34,968	0.1%	29	\$98	\$0.0
23. Gering-Scottsbluff	23,486	0.3%	68	\$102	\$0.0
24. Kimball	7,349	5.0%	370	\$103	\$0.0
25. Northeast CO	4,162	5.0%	209	\$104	\$0.0
26. Cheyenne	13,636	5.0%	681	\$104	\$0.1
27. Lusk	8,401	0.4%	31	\$103	\$0.0
<b>Total</b>	<b>8,039,276</b>	<b>7.7%</b>	<b>619,383</b>	<b>\$98</b>	<b>\$60.7</b>

## Scenario 2: Norfolk

Scenario 2 models the impact on the Nebraska market of a horse track and racino operating in Norfolk. The addition of a Norfolk racino to the market would lead to increases in propensity and frequency in Norfolk and the surrounding markets. WPV in this scenario would be expected to

remain flat at \$97, and the opening of the proposed Norfolk racino would be expected increase the total revenue in the Nebraska market from the Baseline by \$7.9 million or 1.0%. The following table shows the participation rates and total market gaming visits for Scenario 2:

**Table 25: Gravity Model Forecast 2026: Addition of Racetrack and Casino in Norfolk**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	35.5%	15.8	89	208,361	\$91	\$19.0
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	24.2%	10.5	78	24,066	\$98	\$2.4
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	9.7%	3.9	88	4,545	\$103	\$0.5
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	14.2%	5.8	95	23,486	\$102	\$2.4
24. Kimball	28,308	8.5%	3.4	91	7,349	\$103	\$0.8
25. Northeast CO	39,036	5.4%	2.1	95	4,162	\$104	\$0.4
26. Cheyenne	73,791	6.8%	2.6	102	13,636	\$104	\$1.4
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,097,852</b>	<b>\$97</b>	<b>\$782.7</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential Norfolk property broken out by market. The market where the Norfolk property captures the highest percentage of visitors is Norfolk, followed by Neligh, which is the only market adjacent to Norfolk that does not have a pre-existing casino competitor. The racino also captures more than 10% of Winnebago, Niobrara, and Valentine-Ainsworth. However, as these markets generate significantly less revenue and visits than more heavily populated markets such as Omaha and Lincoln, the Norfolk racino is projected to bring in less than \$30 million in gross gaming revenue in 2026.

**Table 26: Norfolk Local Market Capture - 2026**

	Total Market Gaming Visits	Capture Rate	Gaming Visits	WPV	GGR (MM)
1. Omaha	3,130,184	0.7%	20,620	\$99	\$2.0
2. Southwest IA	137,308	1.7%	2,376	\$98	\$0.2
3. Southeast NE	71,100	1.2%	855	\$98	\$0.1
4. Lincoln	1,332,201	0.9%	11,439	\$95	\$1.1
5. Fairbury	20,571	3.4%	704	\$99	\$0.1
6. York	87,344	3.7%	3,194	\$99	\$0.3
7. Columbus	207,555	5.4%	11,186	\$93	\$1.0
8. Norfolk	208,361	77.0%	160,452	\$91	\$14.7
9. Winnebago	124,521	11.5%	14,353	\$95	\$1.4
10. Northwest IA	154,348	3.4%	5,260	\$100	\$0.5
11. South Sioux City	656,515	1.3%	8,238	\$93	\$0.8
12. Sioux Falls	981,578	1.9%	18,576	\$97	\$1.8
13. Niobrara	138,808	12.5%	17,286	\$96	\$1.7
14. Neligh	24,066	18.1%	4,358	\$98	\$0.4
15. Grand Island	318,567	1.4%	4,514	\$92	\$0.4
16. Hastings	184,790	1.1%	2,103	\$93	\$0.2
17. Kearney	151,843	4.2%	6,422	\$99	\$0.6
18. Valentine-Ainsworth	18,185	13.7%	2,500	\$100	\$0.2
19. North Platte	22,451	0.1%	22	\$102	\$0.0
20. McCook	31,011	0.1%	27	\$102	\$0.0
21. Ogallala	4,545	0.2%	7	\$103	\$0.0
22. Northwest NE	34,968	0.1%	32	\$98	\$0.0
23. Gering-Scottsbluff	23,486	0.2%	54	\$102	\$0.0
24. Kimball	7,349	3.5%	256	\$103	\$0.0
25. Northeast CO	4,162	3.5%	147	\$104	\$0.0
26. Cheyenne	13,636	3.5%	475	\$104	\$0.0
27. Lusk	8,401	0.3%	24	\$103	\$0.0
<b>Total</b>	<b>8,097,852</b>	<b>3.6%</b>	<b>295,480</b>	<b>\$94</b>	<b>\$27.7</b>

### Scenario 3: York

Scenario 3 models the impact a horse track and racino operating at the proposed York site would have on the Nebraska market. The addition of a York racino to the market would lead to increases in propensity and frequency in York and its surrounding markets. The opening of the proposed York racino is projected to have the smallest overall impact on the total revenue in the Nebraska market increasing the total revenue from the 2026 Baseline by only \$3.5 million or 0.5%. This is most likely due to the location of the York property, which is surrounded by four other racinos in the adjacent Grand Island, Hastings, Columbus, and Lincoln markets as well as being relatively close to the competitive Omaha market. Of all eight scenarios, this is the scenario with the smallest

overall impact. The following table shows the participation rates and total market gaming visits for Scenario 3:

**Table 27: Gravity Model Forecast 2026: Addition of Racetrack and Casino in York**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	24.4%	10.5	83	24,425	\$98	\$2.4
6. York	29,917	32.7%	14.5	87	123,278	\$96	\$11.8
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	9.7%	3.9	88	4,545	\$103	\$0.5
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	14.2%	5.8	95	23,486	\$102	\$2.4
24. Kimball	28,308	8.5%	3.4	91	7,349	\$103	\$0.8
25. Northeast CO	39,036	5.4%	2.1	95	4,162	\$104	\$0.4
26. Cheyenne	73,791	6.8%	2.6	102	13,636	\$104	\$1.4
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,044,285</b>	<b>\$97</b>	<b>\$778.3</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential York racino broken out by market. The market where the York property captures the highest percentage of visitors is York, in which it captures more than a third of gaming visits, followed by Fairbury, North Platte, and McCook. York is projected to capture roughly 15% of the gaming visits in each of the latter three markets, none of which have a pre-existing casino competitor. Like in Scenario 2, these markets have relatively low gross gaming revenue, with only York generating more than \$1 million. The York property is projected to generate about \$20 million across all markets.

**Table 28: York Local Market Capture - 2026**

	<b>Total Market Gaming Visits</b>	<b>Capture Rate</b>	<b>Gaming Visits</b>	<b>WPV</b>	<b>GGR (MM)</b>
1. Omaha	3,130,184	0.8%	24,858	\$99	\$2.5
2. Southwest IA	137,308	2.1%	2,863	\$98	\$0.3
3. Southeast NE	71,100	3.1%	2,209	\$98	\$0.2
4. Lincoln	1,332,201	4.7%	62,369	\$95	\$5.9
5. Fairbury	24,425	16.6%	4,063	\$98	\$0.4
6. York	123,278	36.7%	45,260	\$96	\$4.3
7. Columbus	207,555	3.7%	7,732	\$93	\$0.7
8. Norfolk	118,066	5.3%	6,306	\$97	\$0.6
9. Winnebago	124,521	1.4%	1,700	\$95	\$0.2
10. Northwest IA	154,348	0.0%	21	\$100	\$0.0
11. South Sioux City	656,515	0.3%	1,926	\$93	\$0.2
12. Sioux Falls	981,578	0.0%	56	\$97	\$0.0
13. Niobrara	138,808	2.4%	3,266	\$96	\$0.3
14. Neligh	21,006	6.5%	1,356	\$99	\$0.1
15. Grand Island	318,567	4.8%	15,276	\$92	\$1.4
16. Hastings	184,790	3.8%	7,080	\$93	\$0.7
17. Kearney	151,843	9.1%	13,800	\$99	\$1.4
18. Valentine-Ainsworth	18,185	0.1%	14	\$100	\$0.0
19. North Platte	22,451	15.1%	3,385	\$102	\$0.3
20. McCook	31,011	14.4%	4,460	\$102	\$0.5
21. Ogallala	4,545	0.3%	12	\$103	\$0.0
22. Northwest NE	34,968	0.1%	28	\$98	\$0.0
23. Gering-Scottsbluff	23,486	0.3%	68	\$102	\$0.0
24. Kimball	7,349	5.3%	386	\$103	\$0.0
25. Northeast CO	4,162	5.1%	211	\$104	\$0.0
26. Cheyenne	13,636	4.8%	652	\$104	\$0.1
27. Lusk	8,401	0.3%	29	\$103	\$0.0
<b>Total</b>	<b>8,044,285</b>	<b>2.6%</b>	<b>209,384</b>	<b>\$96</b>	<b>\$20.1</b>

### Scenario 4: North Platte

Scenario 4 models the impact of a horse track and racino at the proposed North Platte site on the Nebraska market. The addition of the North Platte racino would lead to increases in propensity and frequency in North Platte and the majority of its surrounding markets. The opening of the proposed North Platte racino is projected to increase the total revenue in the Nebraska market from the Baseline by \$20.0 million or 2.6%. The following table shows the participation rates and total market gaming visits for Scenario 4:

**Table 29: Gravity Model Forecast 2026: Addition of Racetrack and Casino in North Platte**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	36.5%	16.3	97	145,915	\$90	\$13.2
20. McCook	30,662	21.3%	9.1	88	52,175	\$100	\$5.2
21. Ogallala	13,867	23.8%	10.2	88	29,729	\$98	\$2.9
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	14.2%	5.8	95	23,486	\$102	\$2.4
24. Kimball	28,308	15.1%	6.3	91	24,241	\$102	\$2.5
25. Northeast CO	39,036	12.3%	5.0	95	22,909	\$103	\$2.3
26. Cheyenne	73,791	8.8%	3.5	102	22,961	\$104	\$2.4
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,219,273</b>	<b>\$97</b>	<b>\$794.8</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential North Platte racino broken out by market. As the North Platte site is further west and is surrounded by markets that have no existing competitors, the property captures the vast majority of gaming visits in several markets. The racino is projected to capture more than 95% of the gaming visits in North Platte, Kimball, and Northeast CO; more than 85% of the visits in Ogallala and Cheyenne, as well as a significant portion of McCook and Gering-Scottsbluff. Although most of the markets the North Platte racino would pull from are not heavily populated and don't generate more than about 150,000 gamer visits, the new racino would likely become the most convenient gaming destination for the majority of nearby markets.



**Table 30: North Platte Local Market Capture - 2026**

	Total Market Gaming Visits	Capture Rate	Gaming Visits	WPV	GGR (MM)
1. Omaha	3,130,184	0.0%	33	\$99	\$0.0
2. Southwest IA	137,308	0.0%	6	\$98	\$0.0
3. Southeast NE	71,100	0.0%	4	\$98	\$0.0
4. Lincoln	1,332,201	0.3%	4,174	\$95	\$0.4
5. Fairbury	20,571	1.8%	365	\$99	\$0.0
6. York	87,344	1.3%	1,124	\$99	\$0.1
7. Columbus	207,555	0.0%	8	\$93	\$0.0
8. Norfolk	118,066	0.0%	12	\$97	\$0.0
9. Winnebago	124,521	0.0%	4	\$95	\$0.0
10. Northwest IA	154,348	0.0%	7	\$100	\$0.0
11. South Sioux City	656,515	0.0%	6	\$93	\$0.0
12. Sioux Falls	981,578	0.0%	23	\$97	\$0.0
13. Niobrara	138,808	0.0%	14	\$96	\$0.0
14. Neligh	21,006	2.2%	457	\$99	\$0.0
15. Grand Island	318,567	0.8%	2,681	\$92	\$0.2
16. Hastings	184,790	1.6%	2,890	\$93	\$0.3
17. Kearney	151,843	17.0%	25,838	\$99	\$2.6
18. Valentine-Ainsworth	18,185	15.5%	2,812	\$100	\$0.3
19. North Platte	145,915	96.8%	141,175	\$90	\$12.7
20. McCook	52,175	42.2%	22,020	\$100	\$2.2
21. Ogallala	29,729	86.1%	25,591	\$98	\$2.5
22. Northwest NE	34,968	19.4%	6,795	\$98	\$0.7
23. Gering-Scottsbluff	23,486	50.2%	11,792	\$102	\$1.2
24. Kimball	24,241	96.3%	23,337	\$102	\$2.4
25. Northeast CO	22,909	95.3%	21,826	\$103	\$2.2
26. Cheyenne	22,961	93.8%	21,536	\$104	\$2.2
27. Lusk	8,401	0.9%	74	\$103	\$0.0
<b>Total</b>	<b>8,219,273</b>	<b>3.8%</b>	<b>314,604</b>	<b>\$96</b>	<b>\$30.1</b>

### Scenario 5: Gering

Scenario 5 models the impact of a new racetrack and racino in Gering on the Nebraska market. The addition of the Gering racino to the market would lead to increases in propensity and frequency in Gering-Scottsbluff and the majority of surrounding markets. The opening of a Gering racino would be expected to increase the total revenue in the Nebraska market from the Baseline by about \$32.9 million or 4.2%. The following table shows the participation rates and total market gaming visits for Scenario 5:

**Table 31: Gravity Model Forecast 2026: Addition of Racetrack and Casino in Gering**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	15.7%	6.5	88	12,525	\$101	\$1.3
22. Northwest NE	19,033	22.1%	9.5	91	36,380	\$98	\$3.6
23. Gering-Scottsbluff	29,974	35.7%	15.9	95	161,140	\$90	\$14.5
24. Kimball	28,308	20.8%	8.9	91	47,316	\$99	\$4.7
25. Northeast CO	39,036	14.1%	5.8	95	30,401	\$102	\$3.1
26. Cheyenne	73,791	19.7%	8.4	102	124,444	\$101	\$12.5
27. Lusk	17,393	21.4%	9.1	89	29,985	\$100	\$3.0
<b>Total</b>	<b>2,151,554</b>				<b>8,350,141</b>	<b>\$97</b>	<b>\$807.7</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential Gering racino broken out by market. The new racino is projected to capture nearly all of the gaming visits in Gering-Scottsbluff and more than half of Ogallala, Northwest NE, Kimball, Northeast CO, Cheyenne, and Lusk. The Gering site is the furthest west of all the proposed racino sites and therefore captures the majority of most of the western markets. Due to this location, Gering is projected to generate the third greatest revenue of all seven potential racinos after Bellevue, which is located in the Omaha market, and Kimball, which is closer to the Cheyenne and Northeast Colorado markets.

**Table 32: Gering Local Market Capture - 2026**

	<b>Total Market Gaming Visits</b>	<b>Capture Rate</b>	<b>Gaming Visits</b>	<b>WPV</b>	<b>GGR (MM)</b>
1. Omaha	3,130,184	0.0%	12	\$99	\$0.0
2. Southwest IA	137,308	0.0%	3	\$98	\$0.0
3. Southeast NE	71,100	0.0%	1	\$98	\$0.0
4. Lincoln	1,332,201	0.0%	13	\$95	\$0.0
5. Fairbury	20,571	0.0%	1	\$99	\$0.0
6. York	87,344	0.0%	3	\$99	\$0.0
7. Columbus	207,555	0.0%	2	\$93	\$0.0
8. Norfolk	118,066	0.0%	5	\$97	\$0.0
9. Winnebago	124,521	0.0%	2	\$95	\$0.0
10. Northwest IA	154,348	0.0%	4	\$100	\$0.0
11. South Sioux City	656,515	0.0%	3	\$93	\$0.0
12. Sioux Falls	981,578	0.0%	16	\$97	\$0.0
13. Niobrara	138,808	0.0%	7	\$96	\$0.0
14. Neligh	21,006	0.0%	2	\$99	\$0.0
15. Grand Island	318,567	0.0%	6	\$92	\$0.0
16. Hastings	184,790	0.0%	6	\$93	\$0.0
17. Kearney	151,843	0.0%	32	\$99	\$0.0
18. Valentine-Ainsworth	18,185	0.1%	12	\$100	\$0.0
19. North Platte	22,451	14.1%	3,176	\$102	\$0.3
20. McCook	31,011	0.1%	36	\$102	\$0.0
21. Ogallala	12,525	63.8%	7,987	\$101	\$0.8
22. Northwest NE	36,380	51.6%	18,784	\$98	\$1.8
23. Gering-Scottsbluff	161,140	99.0%	159,471	\$90	\$14.4
24. Kimball	47,316	98.2%	46,486	\$99	\$4.6
25. Northeast CO	30,401	96.3%	29,277	\$102	\$3.0
26. Cheyenne	124,444	98.6%	122,747	\$101	\$12.3
27. Lusk	29,985	87.9%	26,370	\$100	\$2.6
<b>Total</b>	<b>8,350,141</b>	<b>5.0%</b>	<b>414,463</b>	<b>\$96</b>	<b>\$40.0</b>

### Scenario 6: Kimball

Scenario 6 models the impact of a new racetrack and racino in Kimball on the Nebraska gaming market. The addition of a Kimball casino to the market would lead to increases in propensity and frequency in Hastings and in the majority of surrounding markets. The opening of the proposed Kimball racino would be expected increase the total revenue in the Nebraska market from the 2026 Baseline by \$37.1 million or 4.8%. This scenario has the second largest impact on the total revenue of the Nebraska market, after Scenario 8, which will be discussed later in this report. The following table shows the participation rates and total market gaming visits for Scenario 6:

**Table 33: Gravity Model Forecast 2026: Addition of Racetrack and Casino in Kimball**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	34.1%	15.1	92	184,790	\$93	\$17.1
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	14.9%	6.1	97	22,451	\$102	\$2.3
20. McCook	30,662	16.6%	6.9	88	31,011	\$102	\$3.2
21. Ogallala	13,867	14.3%	6.0	88	10,559	\$102	\$1.1
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	26.9%	11.7	95	89,659	\$96	\$8.6
24. Kimball	28,308	27.5%	12.0	91	84,310	\$96	\$8.1
25. Northeast CO	39,036	18.8%	7.9	95	55,261	\$100	\$5.6
26. Cheyenne	73,791	23.9%	10.3	102	184,566	\$99	\$18.2
27. Lusk	17,393	16.7%	7.0	89	17,913	\$102	\$1.8
<b>Total</b>	<b>2,151,554</b>				<b>8,385,186</b>	<b>\$97</b>	<b>\$811.9</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential Kimball racino broken out by market. This location draws primarily from the western markets, capturing at least 10% of the gaming visits from North Platte, McCook, Ogallala, Northwest NE, Gering-Scottsbluff, Kimball, Northeast CO, Cheyenne, and Lusk. This includes more than half of the gaming visits generated by Ogallala, Gering-Scottsbluff, and Lusk and almost 100% of the visits from Kimball, Northeast CO, and Cheyenne. As previously noted, the proposed Kimball racino has the second highest proposed revenue of the potential locations and likely only surpasses Gering due to its closer proximity to more heavily populated markets.

**Table 34: Kimball Local Market Capture - 2026**

	Total Market Gaming Visits	Capture Rate	Gaming Visits	WPV	GGR (MM)
1. Omaha	3,130,184	0.0%	14	\$99	\$0.0
2. Southwest IA	137,308	0.0%	3	\$98	\$0.0
3. Southeast NE	71,100	0.0%	2	\$98	\$0.0
4. Lincoln	1,332,201	0.0%	16	\$95	\$0.0
5. Fairbury	20,571	0.0%	1	\$99	\$0.0
6. York	87,344	0.0%	4	\$99	\$0.0
7. Columbus	207,555	0.0%	3	\$93	\$0.0
8. Norfolk	118,066	0.0%	5	\$97	\$0.0
9. Winnebago	124,521	0.0%	2	\$95	\$0.0
10. Northwest IA	154,348	0.0%	4	\$100	\$0.0
11. South Sioux City	656,515	0.0%	3	\$93	\$0.0
12. Sioux Falls	981,578	0.0%	13	\$97	\$0.0
13. Niobrara	138,808	0.0%	6	\$96	\$0.0
14. Neligh	21,006	0.0%	2	\$99	\$0.0
15. Grand Island	318,567	0.0%	7	\$92	\$0.0
16. Hastings	184,790	0.0%	8	\$93	\$0.0
17. Kearney	151,843	0.0%	43	\$99	\$0.0
18. Valentine-Ainsworth	18,185	0.1%	10	\$100	\$0.0
19. North Platte	22,451	19.9%	4,470	\$102	\$0.5
20. McCook	31,011	12.5%	3,863	\$102	\$0.4
21. Ogallala	10,559	57.9%	6,112	\$102	\$0.6
22. Northwest NE	34,968	35.7%	12,500	\$98	\$1.2
23. Gering-Scottsbluff	89,659	91.4%	81,970	\$96	\$7.9
24. Kimball	84,310	99.4%	83,766	\$96	\$8.0
25. Northeast CO	55,261	98.0%	54,141	\$100	\$5.4
26. Cheyenne	184,566	99.3%	183,190	\$99	\$18.1
27. Lusk	17,913	78.8%	14,120	\$102	\$1.4
<b>Total</b>	<b>8,385,186</b>	<b>5.3%</b>	<b>444,278</b>	<b>\$98</b>	<b>\$43.6</b>

### Scenario 7: Hastings to Ogallala

Scenario 7 models the impact of moving the Hastings license to a new location in the Ogallala area. This relocation would lead to increases in propensity and frequency in Ogallala and the majority of surrounding markets. Simultaneously, the removal of a racino from Hastings leads to decreases in the propensity and frequency in the Hastings market, which would no longer contain a gaming destination. The opening of the proposed Ogallala racino in place of the proposed Hastings racino would be expected to increase the total revenue in the Nebraska market from the Baseline by about \$17.2 million or 2.2%. The following table shows the participation rates and total market gaming visits for Scenario 7:

**Table 35: Gravity Model Forecast 2026: Addition of Racetrack and Casino in Ogallala**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	13.9	100	3,130,184	\$99	\$309.2
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	22.5%	9.6	83	20,571	\$99	\$2.0
6. York	29,917	27.7%	12.1	87	87,344	\$99	\$8.7
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	27.1%	11.8	89	118,066	\$97	\$11.5
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	22.7%	9.7	78	21,006	\$99	\$2.1
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	28.4%	12.4	92	126,101	\$96	\$12.2
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	27.2%	11.9	97	79,436	\$97	\$7.7
20. McCook	30,662	17.6%	7.4	88	34,826	\$101	\$3.5
21. Ogallala	13,867	32.2%	14.2	88	56,096	\$93	\$5.2
22. Northwest NE	19,033	21.7%	9.3	91	34,968	\$98	\$3.4
23. Gering-Scottsbluff	29,974	15.4%	6.4	95	27,995	\$101	\$2.8
24. Kimball	28,308	20.8%	8.8	91	47,086	\$99	\$4.7
25. Northeast CO	39,036	16.9%	7.1	95	44,484	\$101	\$4.5
26. Cheyenne	73,791	12.1%	4.9	102	44,575	\$103	\$4.6
27. Lusk	17,393	11.6%	4.7	89	8,401	\$103	\$0.9
<b>Total</b>	<b>2,151,554</b>				<b>8,173,664</b>	<b>\$97</b>	<b>\$792.0</b>

The table below shows the total market capture rate, gaming visits, win per visit, and revenue generated by the potential Ogallala racino broken out by market. Like the other potential locations in western Nebraska, the Ogallala property is projected to draw the majority of gaming visits from most of the western markets. The new racino would generate most of the visits in Ogallala, Kimball, Northeast CO, and Cheyenne, and over half of the visits in North Platte, McCook, Gering-Scottsbluff, and Lusk. Additionally, the new Ogallala racino would capture nearly 20% of the Hastings market visits as this scenario removes the Hastings facility from the market.

**Table 36: Ogallala Local Market Capture - 2026**

	Total Market Gaming Visits	Capture Rate	Gaming Visits	WPV	GGR (MM)
1. Omaha	3,130,184	0.0%	2	\$99	\$0.0
2. Southwest IA	137,308	0.0%	4	\$98	\$0.0
3. Southeast NE	71,100	0.0%	3	\$98	\$0.0
4. Lincoln	1,332,201	0.0%	28	\$95	\$0.0
5. Fairbury	20,571	0.0%	3	\$99	\$0.0
6. York	87,344	0.0%	8	\$99	\$0.0
7. Columbus	207,555	0.0%	5	\$93	\$0.0
8. Norfolk	118,066	0.0%	9	\$97	\$0.0
9. Winnebago	124,521	0.0%	3	\$95	\$0.0
10. Northwest IA	154,348	0.0%	5	\$100	\$0.0
11. South Sioux City	656,515	0.0%	5	\$93	\$0.0
12. Sioux Falls	981,578	0.0%	17	\$97	\$0.0
13. Niobrara	138,808	0.0%	10	\$96	\$0.0
14. Neligh	21,006	0.0%	3	\$99	\$0.0
15. Grand Island	318,567	0.5%	1,686	\$92	\$0.2
16. Hastings	126,101	19.0%	23,898	\$96	\$2.3
17. Kearney	151,843	9.3%	14,138	\$99	\$1.4
18. Valentine-Ainsworth	18,185	14.2%	2,574	\$100	\$0.3
19. North Platte	79,436	82.8%	65,750	\$97	\$6.3
20. McCook	34,826	51.9%	18,066	\$101	\$1.8
21. Ogallala	56,096	95.5%	53,553	\$93	\$5.0
22. Northwest NE	34,968	26.2%	9,164	\$98	\$0.9
23. Gering-Scottsbluff	27,995	62.5%	17,506	\$101	\$1.8
24. Kimball	47,086	98.3%	46,264	\$99	\$4.6
25. Northeast CO	44,484	97.4%	43,322	\$101	\$4.4
26. Cheyenne	44,575	96.0%	42,783	\$103	\$4.4
27. Lusk	8,401	54.0%	4,536	\$103	\$0.5
<b>Total</b>	<b>8,173,664</b>	<b>4.2%</b>	<b>343,342</b>	<b>\$98</b>	<b>\$33.8</b>

### Scenario 8: All Changes

The final scenario models the combined impact of all changes in the first seven scenarios. Because this scenario includes six new casino operators (and the relocation of Hastings to Ogallala) compared to the other scenarios that each only assess one new casino, Scenario 8 shows the largest overall increase in gaming revenue in the Nebraska market and includes similar increases to propensity and frequency as the other scenarios. Due to the increase in propensity and frequency, WPV in this scenario would be expected to decrease slightly to \$96 as people are more likely to spend less per trip when they are gambling more frequently. The following table shows the participation rates and total market gaming visits for Scenario 8:

**Table 37: Gravity Model Forecast 2026: Combination of Scenarios 1-7**

	Gamer Pop.	Propensity	Frequency	MPI	Gaming Visits	WPV	GGR (MM)
1. Omaha	724,350	31.2%	14.0	100	3,164,963	\$99	\$312.3
2. Southwest IA	46,323	26.8%	11.7	95	137,308	\$98	\$13.4
3. Southeast NE	28,284	24.4%	10.5	97	71,100	\$98	\$6.9
4. Lincoln	277,241	33.3%	14.8	97	1,332,201	\$95	\$126.3
5. Fairbury	11,509	24.4%	10.5	83	24,425	\$98	\$2.4
6. York	29,917	32.7%	14.5	87	123,278	\$96	\$11.8
7. Columbus	44,146	34.0%	15.1	91	207,555	\$93	\$19.3
8. Norfolk	41,426	35.5%	15.8	89	208,361	\$91	\$19.0
9. Winnebago	35,931	30.2%	13.3	87	124,521	\$95	\$11.8
10. Northwest IA	68,855	24.1%	10.4	90	154,348	\$100	\$15.5
11. South Sioux City	123,748	34.9%	15.5	98	656,515	\$93	\$60.8
12. Sioux Falls	205,537	32.8%	14.5	101	981,578	\$97	\$95.3
13. Niobrara	43,070	28.9%	12.6	88	138,808	\$96	\$13.3
14. Neligh	12,217	24.2%	10.5	78	24,066	\$98	\$2.4
15. Grand Island	61,921	35.2%	15.7	93	318,567	\$92	\$29.4
16. Hastings	38,975	28.4%	12.4	92	126,101	\$96	\$12.2
17. Kearney	66,945	24.0%	10.4	91	151,843	\$99	\$15.0
18. Valentine-Ainsworth	13,674	20.6%	8.8	74	18,185	\$100	\$1.8
19. North Platte	25,422	36.5%	16.3	97	145,915	\$90	\$13.2
20. McCook	30,662	21.3%	9.1	88	52,175	\$100	\$5.2
21. Ogallala	13,867	32.2%	14.2	88	56,096	\$93	\$5.2
22. Northwest NE	19,033	22.1%	9.5	91	36,380	\$98	\$3.6
23. Gering-Scottsbluff	29,974	35.7%	15.9	95	161,140	\$90	\$14.5
24. Kimball	28,308	27.5%	12.0	91	84,310	\$96	\$8.1
25. Northeast CO	39,036	18.8%	7.9	95	55,261	\$100	\$5.6
26. Cheyenne	73,791	23.9%	10.3	102	184,566	\$99	\$18.2
27. Lusk	17,393	21.4%	9.1	89	29,985	\$100	\$3.0
<b>Total</b>	<b>2,151,554</b>				<b>8,769,553</b>	<b>\$96</b>	<b>\$845.7</b>

## *Forecast Summary*

### **Net State Results and Impact on Current License Holders**

The following table summarizes the eight scenarios assessed through this forecast. The first six scenarios assess the future Nebraska market with the six existing license holders operating in their current location with the addition of a seventh new facility in the state. The seventh scenario forecasts the impact of moving the Hastings license to a new location in the Ogallala area. Finally, the eighth scenario assesses the impact of the addition of all six potential racinos from the first six scenarios as well as the Hastings license shifting to the new Ogallala location. Of the first seven scenarios, the first three all examine the potential of a new racino opening near the eastern border of Nebraska, while the remaining four locations are all in the western half of the state.



**Table 38: Description of Scenarios**

Scenario	Description
1. Bellevue	Addition of a racetrack and casino in Bellevue
2. Norfolk	Addition of a racetrack and casino in Norfolk
3. York	Addition of a racetrack and casino in York
4. North Platte	Addition of a racetrack and casino in North Platte
5. Gering	Addition of a racetrack and casino in Gering
6. Kimball	Addition of a racetrack and casino in Kimball
7. Hastings to Ogallala	Shifting the Hastings license to Ogallala
8. All Changes	Combination of Scenarios 1-7

The table below shows the incremental revenue differential in each market for each scenario compared to the Baseline. Of the first six scenarios, Scenarios 5 and 6 (Gering and Kimball) have the highest net increase for Nebraska and the lowest cannibalization because of their distance from the existing eligible locations.

Relocating the Hastings license to Ogallala (Scenario 7) has a positive impact on all six of the existing license holders. Ogallala has a market potential of nearly \$8 million higher than Hastings, and the other five license holders would benefit by a combined \$10 million. Grand Island (Fonner Park) would gain \$7 million by not having to share the local market with Hastings.

Scenario 8 has the highest net gain to the state but by far the largest impact on existing license holders. Figures in italics represent change compared to the Baseline. Scenario 8 is measured in comparison to Scenario 7.

**Table 39: Summary of Results and Impacts (000s)**

	Omaha	Columbus	Grand Island	Lincoln	Hastings/Ogallala	South Sioux City	Subtotal Current Licenses	New License(s)	Total NE
Baseline	\$110,256	\$29,633	\$39,851	\$102,633	\$25,907	\$32,172	\$340,452		\$340,452
<b>Differential</b>									
Scenario 1	<i>(\$27,426)</i>	<i>(\$1,979)</i>	<i>(\$1,002)</i>	<i>(\$6,778)</i>	<i>(\$633)</i>	<i>(\$683)</i>	<i>(\$38,501)</i>	\$60,664	\$22,164
Scenario 2	<i>(\$1,692)</i>	<i>(\$3,067)</i>	<i>(\$1,293)</i>	<i>(\$1,513)</i>	<i>(\$681)</i>	<i>(\$1,323)</i>	<i>(\$9,570)</i>	\$27,682	\$18,112
Scenario 3	<i>(\$1,619)</i>	<i>(\$1,130)</i>	<i>(\$2,371)</i>	<i>(\$4,554)</i>	<i>(\$1,458)</i>	<i>(\$209)</i>	<i>(\$11,341)</i>	\$20,110	\$8,769
Scenario 4	<i>(\$398)</i>	<i>(\$387)</i>	<i>(\$2,212)</i>	<i>(\$1,024)</i>	<i>(\$1,573)</i>	<i>(\$89)</i>	<i>(\$5,683)</i>	\$30,107	\$24,424
Scenario 5	<i>(\$154)</i>	<i>(\$112)</i>	<i>(\$360)</i>	<i>(\$212)</i>	<i>(\$273)</i>	<i>(\$84)</i>	<i>(\$1,194)</i>	\$39,984	\$38,790
Scenario 6	<i>(\$156)</i>	<i>(\$113)</i>	<i>(\$574)</i>	<i>(\$314)</i>	<i>(\$470)</i>	<i>(\$85)</i>	<i>(\$1,713)</i>	\$43,600	\$41,888
Scenario 7	\$690	\$922	\$7,097	\$1,781	\$7,912	\$12	\$18,414		\$18,414
Scenario 7 Baseline	\$110,946	\$30,555	\$46,948	\$104,413	\$33,819	\$32,184	\$358,866		\$358,866
Scenario 8	<i>(\$30,580)</i>	<i>(\$6,492)</i>	<i>(\$10,293)</i>	<i>(\$13,609)</i>	<i>(\$20,638)</i>	<i>(\$2,103)</i>	<i>(\$83,717)</i>	\$174,544	\$90,827

**Table 40: Impact on Current License Holders (%)**

	Omaha	Columbus	Grand Island	Lincoln	Hastings/Ogallala	South Sioux City	Subtotal Current Licenses	New License(s)	Total NE
Baseline	\$110,256	\$29,633	\$39,851	\$102,633	\$25,907	\$32,172	\$340,452		\$340,452
Scenario 1	-24.9%	-6.7%	-2.5%	-6.6%	-2.4%	-2.1%	-11.3%		6.5%
Scenario 2	-1.5%	-10.3%	-3.2%	-1.5%	-2.6%	-4.1%	-2.8%		5.3%
Scenario 3	-1.5%	-3.8%	-6.0%	-4.4%	-5.6%	-0.6%	-3.3%		2.6%
Scenario 4	-0.4%	-1.3%	-5.6%	-1.0%	-6.1%	-0.3%	-1.7%		7.2%
Scenario 5	-0.1%	-0.4%	-0.9%	-0.2%	-1.1%	-0.3%	-0.4%		11.4%
Scenario 6	-0.1%	-0.4%	-1.4%	-0.3%	-1.8%	-0.3%	-0.5%		12.3%
Scenario 7	0.6%	3.1%	17.8%	1.7%	30.5%	0.0%	5.4%		5.4%
Scenario 8	-27.6%	-21.2%	-21.9%	-13.0%	-61.0%	-6.5%	-23.3%		25.3%

### Gaming Tax Revenue Forecast

Nebraska Initiative 431 imposes an annual tax of 20% on gross gambling revenue of licensed casino operators. Of the eight scenarios assessed in this report, the most tax revenue would be generated by Scenario 8, which has the largest number of commercial Nebraska casinos operating, followed by Scenario 6 and Scenario 5, which each contain one of the two proposed sites located near the western border of the state. The following table shows the gross gaming revenue produced by all of the commercial Nebraska casinos operating in each scenario as well as the amount of tax revenue that they would be estimated to generate.

**Table 41: Nebraska Gaming Tax Revenue (000s)**

Scenario	Total Gaming Revenue	Total Tax Revenue
Baseline 2026	\$340,452	\$68,090
1. Bellevue	\$362,616	\$72,523
2. Norfolk	\$358,564	\$71,713
3. York	\$349,221	\$69,844
4. North Platte	\$364,876	\$72,975
5. Gering	\$379,242	\$75,848
6. Kimball	\$382,340	\$76,468
7. Ogallala	\$358,866	\$71,773
8. Combination of Scenarios 1-7	\$449,694	\$89,939

## SOCIO-ECONOMIC IMPACT ANALYSIS

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This section discusses the potential for social and community impacts by the commercial gaming industry across Nebraska. Since the industry is very new in the state and concentrated in the more populated eastern portion of the state, where commercial casinos have been available for 30 years in Iowa, it is not yet possible to measure impacts of Nebraska casinos. Potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets.

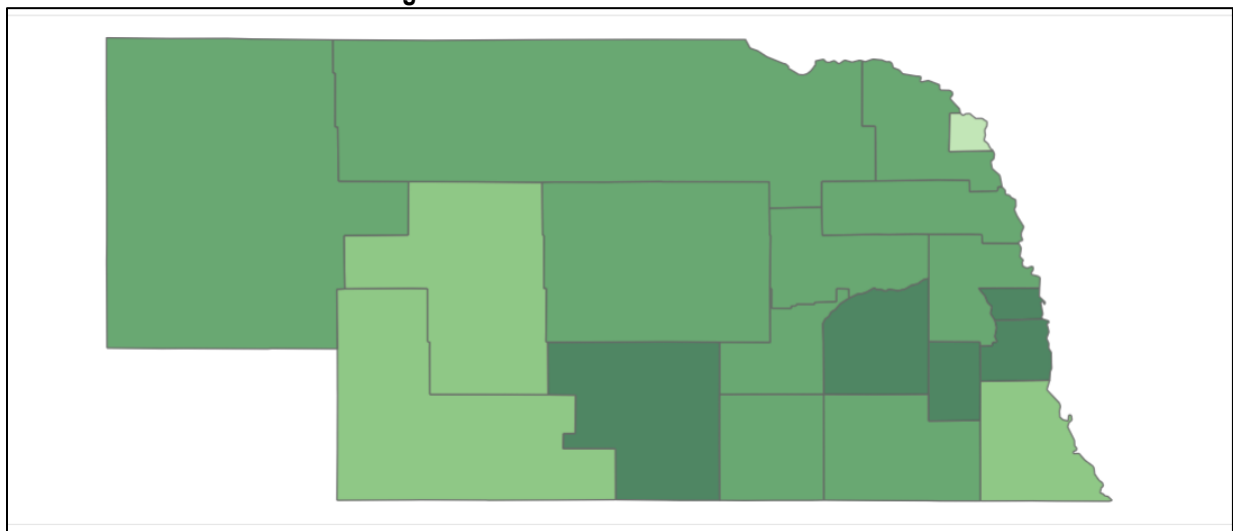
Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time. The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how the data is available or which entity provides the service.

Population, employment, income, retail sales, property values, and vital statistics data are collected at the county level and presented in Appendix A.

In Appendix B, we memorialize current budgets for police protection expenditures, fire protection expenditures, road, bridge, and sidewalk expenditures, and capital project expenditures in host municipalities, potential municipalities, and control municipalities. For these items, county level is not appropriate unless the site is on unincorporated land and serviced by the county. Future trend analysis can be performed to see if there have been statistically significant differences between municipalities that host casinos and comparable municipalities that do not.

Public health data is collected at the district level by the Nebraska Department of Health and Human Services and is presented in Appendix C. Populous counties contain their own district while rural areas are aggregated into regions, as shown on the following map.

**Figure 6: Nebraska Public Health Districts**



We first provide a general framework for assessing impacts. In other jurisdictions that have implemented casino gaming, there has been an increase in local services and costs falling into three

categories: those arising from population and development growth, those arising from the impacts of increased visitation and traffic, and social impacts resulting from problem gambling.

The analysis draws upon social science research as well as data analysis conducted by The Innovation Group. Although casino developments are perceived to be different in kind from other commercial developments of comparable size and visitor base, inordinate negative impacts from casino developments have not materialized, even in small communities with limited infrastructure and resources. In fact, experience over the past two decades has demonstrated that mitigation payments designed in anticipation of drastic impacts have often exceeded the actual need of the communities.

The perception that casinos breed crime is not supported by the evidence. While the *number* of reported crimes can increase, as with any commercial development that attracts visitors, casino gaming has not been shown to lead to an increase in crime *rates*.

Host communities should expect impacts similar in kind to other commercial development of similar scope and visitor potential. The projected increase in visitor population should be expected to lead to increases in public safety services and judicial system caseload. The one significant difference in kind relates to the association between problem gambling and other social pathologies as discussed in Appendix D.

In summary, evidence suggests that on-going impacts to local communities are highly manageable, typically requiring only a small fraction of gaming revenues to address fully.

## *Comparative Analysis*

Research in other jurisdictions show that impacts to local communities are manageable and are typically offset by the new local tax dollars generated by the development. For example, analyses performed by Purdue University and other research institutions on behalf of the Indiana Gaming Commission concluded that average actual costs borne by host communities are approximately 0.3% of gaming revenues.

## **Employment and Population Growth**

A community can experience population growth from employment at a casino, resulting in an increase in school enrollment. The Innovation Group has performed several employment analyses and surveys over the years to understand patterns related to casino employment. The Innovation Group has found that casino employment is comprised mainly of workers already residing within commuting distance: a mixture of previously employed residents looking for a better opportunity or the ability to work closer to home, along with previously unemployed local residents. A recent survey of the Plainridge casino in Plainville, Massachusetts found that the percentage of workers who moved to take the position with Plainridge was a small percentage of the staff. Furthermore, most casino workers had not had prior casino work experience.

**Table 42: Plainridge Casino Source of Workforce**

	# of Responses	Percentage
<i>Prior Employment status:</i>		
Unemployed	162	15.5%
Employed Part-time	363	34.7%
<i>Underemployed</i>	189	18.1%
Employed Full-time	522	49.9%
Total	1,047	100.0%
<i>Reason for taking the position</i>		
Job closer to home	305	29.1%
<i>Other results</i>		
No prior casino experience	902	86.2%
Moved to take the position	75	7.2%

Source: New Employee Survey at Plainridge Park Casino: Analysis of First Two Years of Data Collection  
University of Massachusetts Donahue Institute, Economic and Public Policy Research Group, May 10, 2017

Other studies show similar impacts on employment. The Rappaport Institute for Greater Boston and the John F. Kennedy School of Economics at Harvard University (Baxandall and Sacerdote 2005) in a national, county-level study of Native American casinos found a slight decrease in unemployment rates after casinos opened. The analysis included all California casinos in existence in the 1990s. From their total sample of 156 casino counties, the Rappaport study isolated out 57 counties with large casinos and relatively low population and nine counties with both large casinos and large populations to see if there were statistical differences in terms of community impacts. The authors compared the county unemployment rate averaged for the year before and after a casino opens in a county, and then subtracted that number from the average state change in unemployment to isolate the county-specific effect. The following table shows their results:

**Table 43: Rappaport Study Employment Results**

	All Casino- Counties <sup>1</sup>	Counties with Large- Capacity Casinos <sup>2</sup>	Populous Casino Counties <sup>3</sup>
Population Growth (%)	+5*	8.6	+8.1*
Total Employment (%)	+6.7*	+14.9*	5.7
Unemployment (%)	-0.3	-1.2*	0.5

\*Statistically significant results at 99% confidence interval.

1. Reports how adjusted outcomes in 156 counties that introduced Indian-run casinos during the 1990s differed from the other 2,959 that did not.

2. The effect for 21 counties in the top 10th percentile in terms of number of slot machines (over 1,760).

3. The effect for the 57 casino counties in the top population quartile (over 55,000 residents).

The Rappaport study also highlighted results for three counties in southern California: Riverside, San Bernardino, and San Diego. In all three counties, the unemployment decreased relative to the state average. For example, before casino development, Riverside County had a slightly lower unemployment rate than the state average (by 0.3%). After casino development, the county's

unemployment rate was 1.7% lower than the state average, a relative decrease of 1.4 percentage points. San Bernardino had a relative decrease of 0.5 points and San Diego 0.4.

**Table 44: Rappaport Study California County Results for Employment (%)**

	Relative Unemployment % (County - State Average) Before	Relative Unemployment % (County - State Average) After	Change in Relative % Unemployment (Before - After)
Riverside, CA	-0.3	-1.7	-1.4
San Bernardino, CA	-2.2	-2.7	-0.5
San Diego, CA	-4.1	-4.5	-0.4

## Crime

A national, county-level study of Native American casinos by The Rappaport Institute for Greater Boston and the John F. Kennedy School of Economics at Harvard University (Baxandall and Sacerdote 2005) found a slight decrease in crime rates after casinos opened. The study also highlighted results for three counties in southern California: Riverside, San Bernardino, and San Diego. In all three counties, crime decreased relative to the state average. For example, before casino development, Riverside County suffered 22 more crimes per 1,000 residents than the state average. After casino development, the county had just 6 more crimes per 1,000 residents than the state average, a relative decrease of 16 crimes per thousand residents. San Bernardino had a relative decrease of 10 crimes per thousand, and San Diego 9.<sup>5</sup>

**Table 45: Rappaport Study California County Results for Crime**

	Relative Crime (Before)	Relative Crime (After)	Change in Relative Crime (After - Before)
Riverside, CA	0.022	0.006	-0.016
San Bernardino, CA	0.016	0.006	-0.01
San Diego, CA	0.008	-0.001	-0.009

The introduction of a casino can lead to an increase in traffic patrol requirements and in the number of calls for police service. Arrests or citations related to increased visitation to the local area will create increased caseloads for the local judiciary. Even calls not resulting in arrest or citation can result in a need for increased police staffing.

A large, well-equipped fire department usually does not have to increase fire personnel in order to respond to incidents at a new casino. However, rural communities which do not have the types of equipment needed to respond to incidents at buildings beyond a certain height (e.g. ladder truck)

<sup>5</sup> See Appendix B for more details

often invest in new equipment. In general, rural municipalities have more limited service-infrastructure to handle large-scale developments and increased visitation than large cities, where impacts are marginal relative to resources.

Appendix E has more research on crime impacts.

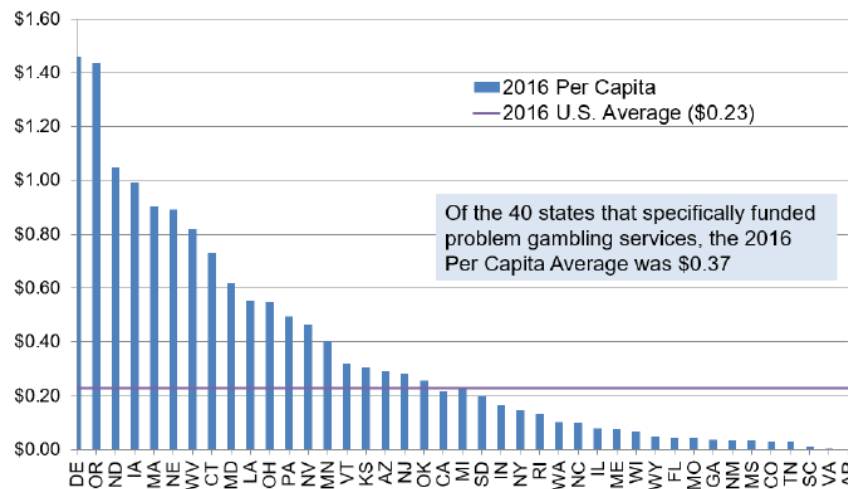
## Problem Gambling

Since gambling (tribal casinos and lottery) already is prevalent in Nebraska and adjacent states, it is reasonable to assume a problem gambling population currently exists. In other words, those with a propensity for problem gambling already have ready access to gambling products, so this expansion of gaming is likely to impact the population of problem gamblers only marginally.

One of the most frequently cited studies on prevalence rates is *Estimating the Prevalence of Disordered Gambling Behavior in the United States and Canada: A Meta-analysis by the Harvard Medical School Division on Addictions*. The Harvard Medical School study analyzed 152 distinct previous prevalence studies and determined that 2.9% of the adult population could be considered problem or pathological gamblers.

The *2016 Survey of Problem Gambling Services in the United States* includes data on state-funded problem gambling programs. The bar chart below shows per capita funding for problem gambling services. Among the states with state-funded problem gambling programs average per capita funding is \$0.37. Delaware spends the most per capita at \$1.46. Iowa ranks fourth at approximately \$1.00.

**Figure 7: 2016 Per Capita Allocation for Problem Gambling Services by U.S. State**



Note: Includes only funds line itemed for problem gambling services and passing through a state agency. Missing states do not fund problem gambling services through legislative actions or utilize state agency budgets line itemed for problem gambling services. U.S. average is based on national population divided by total state agency spending from budgets line itemed for problem gambling services.

Source: 2016 Survey of Problem Gambling Services in the United States

Next, we analyzed total spend on problem gambling services by state. That chart below lists total spend by state (note: six states do not have any funding for problem gambling services).

**Table 46: Total Spend on Problem Gambling Services by State (Fiscal Year 2016)**

<b>State</b>	<b>Total Spend on Problem Gambling Services</b>
Alabama	\$50,000
Arizona	\$2,022,200
California	\$8,690,040
Colorado	\$201,837
Connecticut	\$3,204,500
Delaware	\$1,389,842
Florida	\$2,680,000
Georgia	\$400,000
Illinois	\$1,101,420
Indiana	\$1,100,000
Iowa	\$3,111,614
Kansas	\$889,198
Kentucky	\$69,650
Louisiana	\$2,834,673
Maine	\$100,000
Maryland	\$3,725,180
Massachusetts	\$6,782,969
Michigan	\$2,279,184
Minnesota	\$2,252,832
Mississippi	\$266,228
Missouri	\$258,960
Montana	\$375,000
Nebraska	\$1,700,000
Nevada	\$1,700,646
New Hampshire	\$25,000
New Jersey	\$2,636,400
New Mexico	\$859,431
New York	\$2,967,500
North Carolina	\$1,015,600
North Dakota	\$794,500
Ohio	\$6,402,000
Oklahoma	\$1,113,200
Oregon	\$5,921,830
Pennsylvania	\$6,475,000
Rhode Island	\$148,345
South Carolina	\$50,000
South Dakota	\$174,194
Tennessee	\$200,000
Texas	\$40
Vermont	\$200,000
Virginia	\$30,750
Washington	\$1,631,936
West Virginia	\$1,500,000
Wisconsin	\$450,000
Wyoming	\$27,900
<b>Median</b>	<b>\$1,100,000</b>

Source: 2016 Survey of Problem Gambling Services in the United States

More information on problem gambling research is contained in Appendix D.



## ***Nebraska Benchmarks***

The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how the data is available or which government provides the service. For example, public safety (police and EMS/fire) is provided at the city or municipal level, whereas employment and vital statistics data are collected at the county level.

The data is presented in Appendices A-C, following a brief discussion below.

### **Population**

Nebraska's current statewide population in 2023 is 1,994,532. Of counties with existing licensed racetracks, Douglas, Hall, and Lancaster are currently in the top five most populous counties in Nebraska, with Douglas County being the most populous county in Nebraska with over 600,000 residents. Platte, Adams, and Dakota counties are all within the fifteen most populous counties in the state. Populations by county can be found in Appendix A.

### **Employment Levels**

Employment Levels were obtained from the Bureau of Labor Statistics for 2020, 2021, and 2022 and are available by county in Appendix A. Counties differed from each other, with some having employment levels increase while others decreased. All six counties with licensed racetracks had employment levels increase from 2020 through 2022.

### **Unemployment**

Unemployment rates were obtained from the Bureau of Labor Statistics for 2020, 2021, and 2022 and are available by county in Appendix A. The vast majority of counties within Nebraska had a decrease in unemployment from 2020 to 2022. All six counties with licensed racetracks had significant decreases in unemployment rates which is a trend that followed statewide as well.

### **Household Income**

Household income statistics for 2023 by county were obtained from ESRI and are available by county in Appendix A. The county with the highest average household income was Sarpy County at \$121,799. Those with licensed racetracks did not show a significant increase in household income vs. those without. Among those with licensed racetracks, Douglas County was the only one in the state in the top 10 counties according to household income.

### **Education**

The counties with the largest number of people with graduate and bachelor's degrees are Douglas, Lancaster, and Sarpy counties. However, this metric seems to depend upon the population of a county, rather than if the county has a casino or not. There are 14 counties in Nebraska that have universities and 18 that have community colleges. All six of the counties with casinos have either a community college or a university. Adams, Douglas, and Lancaster counties have both a university and a community college. This data can be found in Appendix A.

### **Police and Fire Protection Expenditures**

Among the cities listed in Appendix B, only Omaha and Lincoln had police and fire expenditures above \$100 million. Omaha had the highest expenditures by a significant margin, almost tripling Lincoln's budget.

### **Roads, Bridges, and Sidewalks Expenditures**

Roads, bridges, and sidewalk expenditures followed the same pattern as police and fire expenditures, with Omaha and Lincoln being the only cities listed with expenditures above \$100 million.

### **Public Health and Social Services**

Public health indicators were selected from the Nebraska Public Health Atlas, which is organized There were only five cities in the group that reported having public health and social services expenditures in 2022: Lincoln, Columbus, Scottsbluff, Sidney, and North Platte. Of these five, Lincoln was the highest.

### **Capital Projects Expenditures**

Following similar trends above, Omaha and Lincoln had the highest capital project expenditures. Omaha's was significantly higher than any other city listed.

## APPENDIX A: BENCHMARK COUNTY DATA

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Appendix A presents relevant county level data with respect to population, employment, family and household income, property values, divorce rates, education levels, life expectancy, and homelessness is included below.

**Table 47: Population by County - 2023**

<b>County</b>	<b>Population</b>
Adams County	31,267
Antelope County	6,187
Arthur County	414
Banner County	660
Blaine County	412
Boone County	5,304
Box Butte County	10,573
Boyd County	1,727
Brown County	2,834
Buffalo County	51,149
Burt County	6,691
Butler County	8,371
Cass County	27,158
Cedar County	8,270
Chase County	3,806
Cherry County	5,358
Cheyenne County	9,351
Clay County	5,986
Colfax County	10,523
Cuming County	8,918
Custer County	10,394
Dakota County	21,716
Dawes County	7,985
Dawson County	23,941
Deuel County	1,828
Dixon County	5,474
Dodge County	37,096
Douglas County	601,201
Dundy County	1,600
Fillmore County	5,471
Franklin County	2,819
Frontier County	2,472
Furnas County	4,525
Gage County	21,568
Garden County	1,811
Garfield County	1,753

Gosper County	1,833
Grant County	592
Greeley County	2,131
Hall County	63,181
Hamilton County	9,473
Harlan County	2,970
Hayes County	818
Hitchcock County	2,515
Holt County	9,998
Hooker County	694
Howard County	6,470
Jefferson County	7,121
Johnson County	5,253
Kearney County	6,722
Keith County	8,224
Keya Paha County	730
Kimball County	3,331
Knox County	8,274
Lancaster County	332,169
Lincoln County	34,026
Logan County	679
Loup County	601
Madison County	35,767
McPherson County	372
Merrick County	7,609
Morrill County	4,459
Nance County	3,348
Nemaha County	6,995
Nuckolls County	3,990
Otoe County	15,883
Pawnee County	2,499
Perkins County	2,819
Phelps County	8,892
Pierce County	7,293
Platte County	34,753
Polk County	5,164
Red Willow County	10,542
Richardson County	7,672
Rock County	1,219
Saline County	14,223
Sarpy County	200,176
Saunders County	22,926
Scotts Bluff County	35,674
Seward County	17,762

Sheridan County	4,963
Sherman County	2,893
Sioux County	1,109
Stanton County	5,727
Thayer County	4,913
Thomas County	681
Thurston County	6,585
Valley County	3,993
Washington County	21,177
Wayne County	9,748
Webster County	3,319
Wheeler County	785
York County	14,184
<b>Nebraska</b>	<b>1,994,532</b>

Source: ESRI

**Table 48: Nebraska Employment Levels by County**

<b>County</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Adams County	14,968	15,028	15,440
Antelope County	2,454	2,226	2,202
Arthur County	86	95	92
Banner County	116	117	112
Blaine County	127	125	121
Boone County	2,329	2,337	2,382
Box Butte County	3,563	3,631	3,569
Boyd County	561	539	540
Brown County	1,225	1,373	1,379
Buffalo County	26,088	26,659	27,017
Burt County	1,799	1,830	1,780
Butler County	2,461	2,542	2,596
Cass County	5,595	5,795	5,728
Cedar County	2,574	2,665	2,671
Chase County	1,813	1,763	1,796
Cherry County	2,183	2,278	2,215
Cheyenne County	3,855	3,854	3,871
Clay County	2,253	2,248	2,054
Colfax County	4,999	4,851	4,921
Cuming County	3,714	3,764	3,735
Custer County	4,387	4,467	4,457
Dakota County	12,018	12,291	13,183
Dawes County	2,936	3,094	3,075
Dawson County	11,354	11,558	11,717
Deuel County	512	529	574

Dixon County	1,723	1,775	1,837
Dodge County	17,535	17,799	18,357
Douglas County	326,831	331,137	337,267
Dundy County	549	553	565
Fillmore County	2,122	2,230	2,273
Franklin County	709	740	791
Frontier County	797	813	783
Furnas County	1,870	1,855	1,808
Gage County	8,546	8,553	8,474
Garden County	479	506	508
Garfield County	800	776	770
Gosper County	412	488	498
Grant County	285	286	274
Greeley County	618	621	627
Hall County	33,035	34,129	34,776
Hamilton County	3,498	3,606	3,666
Harlan County	807	843	860
Hayes County	206	196	179
Hitchcock County	700	715	684
Holt County	4,279	4,180	4,163
Hooker County	332	352	333
Howard County	1,528	1,561	1,646
Jefferson County	3,291	3,294	3,310
Johnson County	1,464	1,355	1,387
Kearney County	2,157	2,152	2,024
Keith County	3,199	3,245	3,283
Keya Paha County	137	141	120
Kimball County	1,368	1,356	1,372
Knox County	2,866	2,863	2,852
Lancaster County	165,194	167,099	169,665
Lincoln County	13,978	14,229	14,373
Logan County	188	186	198
Loup County	115	118	121
McPherson County	68	64	65
Madison County	21,278	21,577	21,692
Merrick County	2,126	2,160	2,240
Morrill County	1,471	1,479	1,504
Nance County	941	931	915
Nemaha County	2,932	2,964	2,936
Nuckolls County	1,499	1,538	1,545
Otoe County	6,062	6,253	6,237
Pawnee County	726	750	730
Perkins County	1,142	1,149	1,142
Phelps County	4,601	4,583	4,674

Pierce County	1,901	1,897	1,953
Platte County	18,729	19,297	19,621
Polk County	1,423	1,436	1,428
Red Willow County	4,831	4,841	4,970
Richardson County	2,399	2,428	2,358
Rock County	458	462	471
Saline County	6,744	6,674	6,576
Sarpy County	71,092	72,081	73,628
Saunders County	5,376	5,504	5,624
Scotts Bluff County	15,771	15,759	15,779
Seward County	5,678	5,705	5,833
Sheridan County	1,683	1,694	1,709
Sherman County	737	753	705
Sioux County	158	171	182
Stanton County	1,321	1,359	1,336
Thayer County	2,236	2,177	2,177
Thomas County	239	247	271
Thurston County	2,955	3,108	3,158
Valley County	1,775	1,751	1,752
Washington County	7,511	7,700	7,726
Wayne County	4,216	4,278	4,137
Webster County	1,006	1,016	1,024
Wheeler County	294	293	286
York County	7,274	7,328	7,461

Source: Bureau of Labor Statistics

**Table 49: Unemployment Rates**

<b>County</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Adams County	4.1%	2.6%	2.2%
Antelope County	2.3%	1.8%	1.9%
Arthur County	5.1%	3.0%	2.1%
Banner County	3.0%	2.3%	3.1%
Blaine County	3.5%	2.8%	4.0%
Boone County	2.6%	1.7%	1.8%
Box Butte County	4.8%	2.6%	2.4%
Boyd County	2.9%	2.1%	2.3%
Brown County	2.8%	2.4%	2.6%
Buffalo County	4.1%	2.2%	2.0%
Burt County	3.9%	2.6%	2.4%
Butler County	3.4%	2.3%	1.8%
Cass County	4.4%	2.9%	2.5%
Cedar County	2.8%	1.9%	1.9%
Chase County	1.8%	1.7%	1.8%

Cherry County	2.5%	1.7%	1.8%
Cheyenne County	4.5%	3.0%	2.5%
Clay County	3.3%	2.5%	2.4%
Colfax County	2.9%	2.1%	2.0%
Cuming County	2.6%	1.8%	1.9%
Custer County	2.8%	1.7%	1.7%
Dakota County	4.9%	3.3%	2.8%
Dawes County	2.8%	2.0%	2.1%
Dawson County	3.5%	2.3%	2.5%
Deuel County	3.2%	2.2%	2.4%
Dixon County	3.3%	2.3%	2.2%
Dodge County	3.6%	2.5%	2.2%
Douglas County	5.2%	3.2%	2.7%
Dundy County	2.2%	1.7%	1.6%
Fillmore County	2.8%	2.1%	1.9%
Franklin County	3.4%	2.3%	2.3%
Frontier County	2.9%	1.8%	2.2%
Furnas County	2.8%	2.0%	2.0%
Gage County	4.1%	2.6%	2.6%
Garden County	3.6%	2.1%	2.0%
Garfield County	2.1%	2.1%	2.1%
Gosper County	2.6%	1.7%	2.0%
Grant County	1.9%	1.4%	1.7%
Greeley County	3.0%	1.9%	2.1%
Hall County	5.9%	3.1%	2.4%
Hamilton County	3.8%	2.3%	2.1%
Harlan County	2.9%	2.0%	1.9%
Hayes County	2.4%	1.6%	1.7%
Hitchcock County	3.5%	2.3%	2.4%
Holt County	2.5%	1.9%	1.9%
Hooker County	2.7%	1.6%	2.7%
Howard County	4.4%	2.3%	2.1%
Jefferson County	2.8%	1.9%	1.9%
Johnson County	4.0%	3.1%	2.9%
Kearney County	3.3%	1.9%	1.9%
Keith County	3.2%	2.2%	1.9%
Keya Paha County	2.2%	1.7%	2.2%
Kimball County	3.6%	2.4%	1.9%
Knox County	3.1%	2.2%	2.3%
Lancaster County	4.3%	2.6%	2.2%
Lincoln County	4.0%	2.4%	2.2%
Logan County	2.5%	1.9%	2.2%
Loup County	3.2%	2.2%	2.7%
McPherson County	2.5%	1.8%	1.8%



Madison County	3.9%	2.6%	2.1%
Merrick County	4.0%	2.5%	2.0%
Morrill County	3.6%	2.6%	2.1%
Nance County	3.3%	2.0%	2.1%
Nemaha County	3.6%	2.4%	2.4%
Nuckolls County	2.7%	2.0%	2.2%
Otoe County	3.6%	2.5%	2.3%
Pawnee County	2.7%	2.0%	2.2%
Perkins County	1.9%	1.4%	1.7%
Phelps County	3.0%	1.9%	2.0%
Pierce County	3.3%	2.3%	2.0%
Platte County	3.7%	2.3%	2.1%
Polk County	3.0%	2.0%	2.0%
Red Willow County	3.3%	2.2%	2.0%
Richardson County	3.3%	2.6%	2.1%
Rock County	2.1%	1.5%	1.7%
Saline County	3.7%	2.5%	2.6%
Sarpy County	4.1%	2.6%	2.3%
Saunders County	3.7%	2.4%	2.1%
Scotts Bluff County	4.2%	2.9%	2.6%
Seward County	4.2%	2.7%	2.2%
Sheridan County	2.4%	2.0%	2.0%
Sherman County	3.2%	2.2%	2.3%
Sioux County	2.3%	1.9%	1.9%
Stanton County	3.4%	2.3%	2.0%
Thayer County	2.8%	1.8%	1.9%
Thomas County	4.2%	2.8%	2.6%
Thurston County	5.3%	3.6%	3.4%
Valley County	2.9%	2.3%	2.2%
Washington County	3.7%	2.5%	2.2%
Wayne County	2.9%	2.1%	2.2%
Webster County	3.8%	2.2%	2.5%
Wheeler County	1.9%	1.3%	1.6%
York County	3.4%	2.1%	2.1%

Source: Bureau of Labor Statistics

**Table 50: Average Household Income by County - 2023**

<b>County</b>	<b>Average Household Income</b>
Adams County	\$83,652
Antelope County	\$76,325
Arthur County	\$75,314
Banner County	\$82,183
Blaine County	\$63,276
Boone County	\$93,174

Box Butte County	\$77,444
Boyd County	\$81,101
Brown County	\$68,978
Buffalo County	\$88,592
Burt County	\$80,331
Butler County	\$94,602
Cass County	\$112,727
Cedar County	\$90,526
Chase County	\$86,991
Cherry County	\$88,435
Cheyenne County	\$81,613
Clay County	\$91,307
Colfax County	\$84,533
Cuming County	\$92,037
Custer County	\$87,415
Dakota County	\$85,231
Dawes County	\$71,172
Dawson County	\$80,298
Deuel County	\$69,238
Dixon County	\$83,007
Dodge County	\$83,394
Douglas County	\$106,207
Dundy County	\$70,335
Fillmore County	\$98,148
Franklin County	\$73,243
Frontier County	\$76,352
Furnas County	\$73,956
Gage County	\$78,528
Garden County	\$69,500
Garfield County	\$78,747
Gosper County	\$91,161
Grant County	\$72,875
Greeley County	\$75,051
Hall County	\$87,016
Hamilton County	\$101,303
Harlan County	\$85,331
Hayes County	\$75,794
Hitchcock County	\$75,149
Holt County	\$87,538
Hooker County	\$69,994
Howard County	\$79,579
Jefferson County	\$77,462
Johnson County	\$77,812
Kearney County	\$90,820

Keith County	\$85,376
Keya Paha County	\$93,108
Kimball County	\$69,224
Knox County	\$82,821
Lancaster County	\$94,414
Lincoln County	\$82,032
Logan County	\$72,038
Loup County	\$63,600
Madison County	\$83,425
McPherson County	\$80,171
Merrick County	\$78,486
Morrill County	\$77,567
Nance County	\$83,948
Nemaha County	\$87,143
Nuckolls County	\$78,352
Otoe County	\$89,279
Pawnee County	\$66,190
Perkins County	\$84,339
Phelps County	\$87,411
Pierce County	\$85,862
Platte County	\$86,801
Polk County	\$91,516
Red Willow County	\$88,164
Richardson County	\$74,495
Rock County	\$110,350
Saline County	\$81,240
Sarpy County	\$121,799
Saunders County	\$94,529
Scotts Bluff County	\$78,787
Seward County	\$101,763
Sheridan County	\$71,889
Sherman County	\$76,238
Sioux County	\$76,877
Stanton County	\$84,657
Thayer County	\$86,060
Thomas County	\$85,071
Thurston County	\$83,273
Valley County	\$87,174
Washington County	\$103,417
Wayne County	\$80,616
Webster County	\$84,511
Wheeler County	\$73,722
York County	\$99,380

Source: ESRI

**Table 51: Net Taxable Retail Sales by County - 2023**

<b>County</b>	<b>Retail Trade</b>	<b>Arts, Entertainment &amp; Recreation</b>	<b>Accommodation &amp; Food Services</b>	<b>Total Spending</b>
Adams County	\$225,117,134	\$4,108,050	\$65,389,573	\$294,614,757
Antelope County	\$26,071,029	D	\$3,095,069	\$29,166,098
Arthur County	\$795,477		D	\$795,477
Banner County	D		D	\$0
Blaine County	D		D	\$0
Boone County	\$60,938,602	D	\$5,870,519	\$66,809,121
Box Butte County	\$46,984,147	\$824,730	\$16,135,430	\$63,944,307
Boyd County	\$6,343,548	D	\$1,895,784	\$8,239,332
Brown County	\$21,980,320	D	\$3,969,485	\$25,949,805
Buffalo County	\$504,154,607	\$9,998,428	\$174,695,676	\$688,848,711
Burt County	\$16,454,469	D	\$6,191,971	\$22,646,440
Butler County	\$15,528,585	D	\$6,770,103	\$22,298,688
Cass County	\$64,736,168	\$5,475,316	\$21,327,489	\$91,538,973
Cedar County	\$35,432,731	\$1,068,371	\$5,586,310	\$42,087,412
Chase County	\$24,506,824	D	\$3,476,957	\$27,983,781
Cherry County	\$39,304,988	\$8,344,051	\$16,267,561	\$63,916,600
Cheyenne County	\$79,256,852	D	\$24,552,239	\$103,809,091
Clay County	\$13,164,363	D	\$2,539,767	\$15,704,130
Colfax County	\$21,824,546	D	\$7,661,461	\$29,486,007
Cuming County	\$40,462,080	\$585,414	\$12,939,852	\$53,987,346
Custer County	\$51,821,500	\$618,741	\$16,925,796	\$69,366,037
Dakota County	\$99,534,024	D	\$42,730,459	\$142,264,483
Dawes County	\$57,688,770	\$835,765	\$19,225,455	\$77,749,990
Dawson County	\$129,169,928	\$3,300,826	\$37,440,310	\$169,911,064
Deuel County	\$11,392,117	D	D	\$11,392,117
Dixon County	\$7,855,485	D	\$2,681,295	\$10,536,780
Dodge County	\$381,654,508	\$6,056,627	\$73,229,091	\$460,940,226
Douglas County	\$4,609,359,811	\$247,274,137	\$1,783,279,954	\$6,639,913,902
Dundy County	\$4,942,169	D	\$1,640,857	\$6,583,026
Fillmore County	\$20,223,897	D	\$3,681,016	\$23,904,913
Franklin County	\$7,342,522		\$1,446,420	\$8,788,942
Frontier County	\$4,176,924	D	\$1,254,278	\$5,431,202
Furnas County	\$11,851,743	D	\$3,004,200	\$14,855,943
Gage County	\$133,622,264	\$1,351,379	\$34,790,304	\$169,763,947
Garden County	\$6,288,836	D	\$1,008,104	\$7,296,940
Garfield County	\$12,190,281	D	\$3,322,016	\$15,512,297
Gosper County	\$3,714,411	D	D	\$3,714,411
Grant County	\$4,161,555	D	D	\$4,161,555
Greeley County	\$4,594,931	D	D	\$4,594,931
Hall County	\$706,967,100	\$12,221,657	\$178,911,518	\$898,100,275
Hamilton County	\$29,406,575	\$635,034	\$7,632,169	\$37,673,778
Harlan County	\$10,301,153	D	\$3,169,656	\$13,470,809

Hayes County	D		D	\$0
Hitchcock County	\$10,651,839		\$826,032	\$11,477,871
Holt County	\$55,631,426	\$1,245,977	\$12,800,542	\$69,677,945
Hooker County	\$1,766,378	D	D	\$1,766,378
Howard County	\$21,055,136	\$940,799	\$5,348,336	\$27,344,271
Jefferson County	\$33,479,453	D	\$8,045,994	\$41,525,447
Johnson County	\$14,712,010	D	\$1,989,238	\$16,701,248
Kearney County	\$17,126,593	\$1,074,226	\$4,084,405	\$22,285,224
Keith County	\$70,039,259	\$1,538,217	\$31,409,986	\$102,987,462
Keya Paha County	\$969,293	D	D	\$969,293
Kimball County	\$11,954,093	D	\$4,384,551	\$16,338,644
Knox County	\$30,231,737	\$554,225	\$5,183,599	\$35,969,561
Lancaster County	\$2,301,238,370	\$105,323,124	\$794,620,718	\$3,201,182,212
Lincoln County	\$306,990,351	\$8,557,872	\$101,690,398	\$417,238,621
Logan County	\$1,458,222	D	D	\$1,458,222
Loup County	\$807,279		D	\$807,279
Madison County	\$392,219,567	\$9,273,217	\$90,837,097	\$492,329,881
McPherson County	D		D	\$0
Merrick County	\$22,972,720	\$1,245,014	\$7,484,838	\$31,702,572
Morrill County	\$13,491,482	D	\$5,924,986	\$19,416,468
Nance County	\$8,724,789	D	\$1,951,946	\$10,676,735
Nemaha County	\$16,015,490	\$521,209	\$7,397,583	\$23,934,282
Nuckolls County	\$18,760,707	\$840,065	\$3,041,554	\$22,642,326
Otoe County	\$77,605,729	\$8,366,211	\$35,530,654	\$121,502,594
Pawnee County	\$5,516,682	D	\$1,175,074	\$6,691,756
Perkins County	\$11,157,899	D	D	\$11,157,899
Phelps County	\$45,850,815	D	\$13,835,311	\$59,686,126
Pierce County	\$18,802,885	D	\$2,746,710	\$21,549,595
Platte County	\$275,770,365	\$3,615,795	\$73,637,815	\$353,023,975
Polk County	\$9,201,317	D	\$1,513,541	\$10,714,858
Red Willow County	\$97,896,188	\$1,488,644	\$24,731,495	\$124,116,327
Richardson County	\$21,167,743	D	\$8,779,084	\$29,946,827
Rock County	\$4,928,434	D	D	\$4,928,434
Saline County	\$59,925,708	\$597,563	\$13,816,477	\$74,339,748
Sarpy County	\$1,417,248,130	\$44,128,921	\$424,282,351	\$1,885,659,402
Saunders County	\$71,047,453	\$7,501,233	\$22,852,631	\$101,401,317
Scotts Bluff County	\$308,595,546	\$5,324,923	\$77,144,409	\$391,064,878
Seward County	\$79,514,178	\$1,814,773	\$19,237,900	\$100,566,851
Sheridan County	\$26,379,978	D	\$4,262,140	\$30,642,118
Sherman County	\$5,471,392	D	\$1,794,365	\$7,265,757
Sioux County	\$2,111,166		D	\$2,111,166
Stanton County	\$6,029,320	D	D	\$6,029,320
Thayer County	\$14,987,603	D	\$3,217,615	\$18,205,218
Thomas County	\$6,752,021	D	D	\$6,752,021

Thurston County	\$10,345,535	D	\$1,534,554	\$11,880,089
Valley County	\$19,873,124	D	\$3,605,519	\$23,478,643
Washington County	\$97,763,105	D	\$23,826,598	\$121,589,703
Wayne County	\$30,814,886	\$894,767	\$16,319,353	\$48,029,006
Webster County	\$10,779,942	\$393,406	\$1,498,333	\$12,671,681
Wheeler County	D		\$1,582,206	\$1,582,206
York County	\$110,345,810	D	\$42,753,072	\$153,098,882

Source: Nebraska Department of Revenue; "D" indicates values withheld to avoid disclosure of confidential information. Amounts are included in county totals. Blank values indicate that a county does not report revenue for that category.

**Table 52: Total Property Value by County**

County	2020	2021	% Change
Adams County	\$3,897,656,499	\$4,227,782,280	8.5%
Antelope County	\$2,460,901,512	\$2,588,086,578	5.2%
Arthur County	\$240,755,116	\$263,992,642	9.7%
Banner County	\$272,715,763	\$280,887,755	3.0%
Blaine County	\$344,867,171	\$354,518,194	2.8%
Boone County	\$2,295,624,579	\$2,367,972,177	3.2%
Box Butte County	\$1,517,735,099	\$1,576,055,593	3.8%
Boyd County	\$587,083,493	\$601,978,692	2.5%
Brown County	\$894,125,478	\$994,673,446	11.2%
Buffalo County	\$6,325,256,544	\$6,675,988,350	5.5%
Burt County	\$1,789,104,248	\$1,878,649,374	5.0%
Butler County	\$2,430,262,852	\$2,484,948,034	2.3%
Cass County	\$4,034,365,898	\$4,409,798,525	9.3%
Cedar County	\$2,524,296,557	\$2,630,791,693	4.2%
Chase County	\$1,391,112,815	\$1,455,499,568	4.6%
Cherry County	\$2,136,823,861	\$2,219,986,414	3.9%
Cheyenne County	\$1,398,536,412	\$1,452,186,414	3.8%
Clay County	\$2,079,507,480	\$2,170,390,088	4.4%
Colfax County	\$1,935,756,993	\$2,026,934,144	4.7%
Cuming County	\$2,730,816,899	\$2,831,595,255	3.7%
Custer County	\$3,450,938,930	\$3,483,938,639	1.0%
Dakota County	\$1,982,804,025	\$2,222,980,115	12.1%
Dawes County	\$979,344,579	\$1,038,844,388	6.1%
Dawson County	\$3,378,328,434	\$3,502,352,623	3.7%
Deuel County	\$400,662,266	\$426,862,014	6.5%
Dixon County	\$1,417,190,402	\$1,476,706,058	4.2%
Dodge County	\$4,755,853,398	\$5,054,376,372	6.3%
Douglas County	\$53,646,701,190	\$57,816,795,525	7.8%
Dundy County	\$886,182,155	\$916,462,776	3.4%
Fillmore County	\$2,377,054,926	\$2,423,957,887	2.0%
Franklin County	\$975,438,513	\$985,061,448	1.0%
Frontier County	\$862,133,146	\$886,946,410	2.9%

Furnas County	\$960,202,925	\$998,961,482	4.0%
Gage County	\$3,234,510,911	\$3,445,377,858	6.5%
Garden County	\$773,144,744	\$804,143,030	4.0%
Garfield County	\$443,887,754	\$468,763,858	5.6%
Gosper County	\$884,304,830	\$908,508,075	2.7%
Grant County	\$321,647,940	\$329,998,967	2.6%
Greeley County	\$947,621,355	\$986,946,910	4.1%
Hall County	\$5,925,061,465	\$6,191,544,621	4.5%
Hamilton County	\$2,931,343,374	\$3,050,699,069	4.1%
Harlan County	\$987,781,379	\$1,032,853,507	4.6%
Hayes County	\$490,353,047	\$517,577,753	5.6%
Hitchcock County	\$701,096,012	\$757,275,137	8.0%
Holt County	\$2,879,219,725	\$2,910,969,819	1.1%
Hooker County	\$335,896,635	\$350,634,420	4.4%
Howard County	\$1,400,522,653	\$1,456,868,875	4.0%
Jefferson County	\$1,840,981,881	\$1,877,722,050	2.0%
Johnson County	\$971,023,732	\$986,161,225	1.6%
Kearney County	\$1,853,668,831	\$1,917,078,015	3.4%
Keith County	\$1,919,574,989	\$2,084,466,328	8.6%
Keya Paha County	\$477,973,722	\$486,965,612	1.9%
Kimball County	\$706,610,544	\$724,574,423	2.5%
Knox County	\$2,240,360,609	\$2,294,475,228	2.4%
Lancaster County	\$32,609,379,673	\$33,872,765,406	3.9%
Lincoln County	\$5,153,887,956	\$5,315,423,416	3.1%
Logan County	\$348,613,143	\$369,012,857	5.9%
Loup County	\$317,553,115	\$327,952,070	3.3%
McPherson County	\$4,393,398,645	\$4,634,596,685	5.5%
Madison County	\$318,785,335	\$340,011,148	6.7%
Merrick County	\$1,784,710,323	\$1,876,702,877	5.2%
Morrill County	\$1,111,929,489	\$1,150,923,814	3.5%
Nance County	\$1,077,066,953	\$1,065,611,041	-1.1%
Nemaha County	\$1,185,659,756	\$1,208,226,989	1.9%
Nuckolls County	\$1,136,987,164	\$1,153,647,355	1.5%
Otoe County	\$2,475,364,808	\$2,536,808,182	2.5%
Pawnee County	\$785,810,273	\$814,845,254	3.7%
Perkins County	\$1,160,625,959	\$1,188,438,500	2.4%
Phelps County	\$2,272,528,150	\$2,331,076,834	2.6%
Pierce County	\$1,960,977,831	\$2,019,143,709	3.0%
Platte County	\$5,932,549,808	\$6,110,057,264	3.0%
Polk County	\$1,795,436,863	\$1,849,812,438	3.0%
Red Willow County	\$1,289,463,688	\$1,371,667,683	6.4%
Richardson County	\$1,415,348,326	\$1,458,130,429	3.0%
Rock County	\$661,423,288	\$663,200,051	0.3%
Saline County	\$2,420,327,166	\$2,488,800,127	2.8%

Sarpy County	\$19,513,624,113	\$21,682,111,476	11.1%
Saunders County	\$4,280,752,265	\$4,660,541,185	8.9%
Scotts Bluff County	\$3,144,391,357	\$3,258,371,156	3.6%
Seward County	\$3,219,646,281	\$3,369,187,368	4.6%
Sheridan County	\$1,136,228,299	\$1,165,228,561	2.6%
Sherman County	\$937,358,929	\$982,232,306	4.8%
Sioux County	\$662,271,912	\$666,140,887	0.6%
Stanton County	\$1,596,750,732	\$1,632,121,100	2.2%
Thayer County	\$1,882,486,091	\$1,916,233,586	1.8%
Thomas County	\$336,100,462	\$358,135,298	6.6%
Thurston County	\$1,002,763,252	\$1,030,550,086	2.8%
Valley County	\$898,169,421	\$991,050,558	10.3%
Washington County	\$3,540,764,107	\$3,798,116,591	7.3%
Wayne County	\$1,975,621,783	\$2,156,844,846	9.2%
Webster County	\$1,029,008,419	\$1,089,037,746	5.8%
Wheeler County	\$591,212,725	\$639,247,288	8.1%
York County	\$3,342,149,744	\$3,494,747,025	4.6%

Source: Nebraska Department of Revenue Property Assessment

**Table 53: Divorce Rates by County**

County	2014	2015	2016
Adams County	3.4%	3.1%	3.5%
Antelope County	2.2%	2.5%	2.1%
Arthur County	2.2%	0.0%	0.0%
Banner County	0.0%	1.3%	1.3%
Blaine County	2.0%	0.0%	2.1%
Boone County	1.7%	2.6%	2.6%
Box Butte County	3.8%	3.8%	4.7%
Boyd County	0.5%	0.5%	0.5%
Brown County	3.7%	3.7%	2.7%
Buffalo County	3.4%	3.0%	2.5%
Burt County	2.9%	3.3%	3.2%
Butler County	2.7%	3.2%	3.2%
Cass County	2.9%	3.9%	2.8%
Cedar County	1.4%	1.5%	1.2%
Chase County	2.8%	2.3%	1.5%
Cherry County	1.9%	2.6%	2.6%
Cheyenne County	3.4%	3.9%	3.7%
Clay County	2.7%	2.5%	3.7%
Colfax County	2.1%	3.8%	3.1%
Cuming County	1.8%	2.3%	1.9%
Custer County	3.4%	3.0%	4.3%
Dakota County	2.6%	2.3%	3.0%
Dawes County	2.0%	2.5%	3.0%



Dawson County	3.2%	3.0%	2.3%
Deuel County	2.6%	2.6%	3.2%
Dixon County	3.3%	1.9%	2.8%
Dodge County	3.8%	3.8%	3.4%
Douglas County	3.1%	3.3%	3.2%
Dundy County	3.2%	5.0%	4.9%
Fillmore County	3.2%	3.2%	2.1%
Franklin County	3.9%	3.4%	3.0%
Frontier County	2.6%	3.4%	2.7%
Furnas County	3.3%	4.5%	4.0%
Gage County	3.5%	3.1%	4.3%
Garden County	2.6%	1.0%	3.1%
Garfield County	2.5%	3.0%	2.5%
Gosper County	3.6%	2.5%	4.1%
Grant County	4.8%	3.1%	0.0%
Greeley County	2.8%	1.2%	2.9%
Hall County	3.3%	3.7%	3.3%
Hamilton County	2.5%	3.3%	2.9%
Harlan County	2.0%	3.8%	2.3%
Hayes County	1.1%	3.2%	0.0%
Hitchcock County	2.8%	3.5%	1.1%
Holt County	2.0%	2.4%	2.0%
Hooker County	1.4%	5.5%	2.8%
Howard County	2.4%	2.0%	3.3%
Jefferson County	2.9%	3.7%	3.9%
Johnson County	3.3%	4.4%	2.9%
Kearney County	1.8%	3.2%	3.1%
Keith County	2.3%	2.9%	4.6%
Keya Paha County	2.5%	2.5%	1.3%
Kimball County	2.7%	3.3%	4.3%
Knox County	2.7%	2.8%	2.6%
Lancaster County	2.9%	3.0%	2.8%
Lincoln County	4.0%	4.3%	3.8%
Logan County	1.3%	1.3%	2.6%
Loup County	5.1%	5.1%	0.0%
McPherson County	2.0%	0.0%	0.0%
Madison County	2.9%	2.9%	3.4%
Merrick County	2.1%	2.2%	2.3%
Morrill County	3.5%	3.3%	2.7%
Nance County	1.7%	2.5%	2.8%
Nemaha County	3.5%	2.7%	4.0%
Nuckolls County	2.0%	2.8%	3.8%
Otoe County	3.3%	2.6%	2.8%
Pawnee County	3.3%	4.5%	1.9%

Perkins County	3.1%	2.7%	2.1%
Phelps County	4.1%	3.9%	4.4%
Pierce County	2.9%	2.4%	1.5%
Platte County	2.9%	2.6%	3.0%
Polk County	2.3%	1.5%	1.9%
Red Willow County	3.0%	4.6%	3.9%
Richardson County	2.6%	3.8%	3.2%
Rock County	3.5%	2.2%	3.6%
Saline County	4.4%	3.2%	2.7%
Sarpy County	3.6%	3.1%	3.5%
Saunders County	2.2%	3.1%	2.4%
Scotts Bluff County	3.1%	4.1%	4.1%
Seward County	2.3%	2.6%	2.4%
Sheridan County	2.9%	2.7%	2.5%
Sherman County	1.3%	3.2%	3.6%
Sioux County	3.1%	2.4%	0.8%
Stanton County	1.8%	3.4%	2.5%
Thayer County	2.7%	2.9%	2.7%
Thomas County	0.0%	2.9%	0.0%
Thurston County	2.4%	2.0%	2.8%
Valley County	2.1%	2.6%	4.8%
Washington County	3.0%	2.8%	2.9%
Wayne County	1.7%	1.6%	2.1%
Webster County	2.2%	3.6%	5.0%
Wheeler County	3.9%	2.7%	0.0%
York County	2.8%	3.2%	3.3%

Source: Vital Statistics Report, Nebraska Department of Health and Human Services

**Table 54: Highest Degree Achieved by County – 2023**

County	Grad. Degree	Bach. Degree	Assoc. Degree	Some College	GED/Alt. Cred.	H.S. Diploma
Adams County	2,306	3,507	2,689	5,422	821	4,950
Antelope County	287	611	795	908	135	1,525
Arthur County	28	62	53	60	1	66
Banner County	53	91	78	156	11	78
Blaine County	17	56	45	55	3	108
Boone County	257	549	602	722	134	1,448
Box Butte County	316	1,200	795	2,026	314	2,181
Boyd County	82	159	195	256	24	570
Brown County	165	354	304	414	39	773
Buffalo County	4,261	8,008	3,419	6,998	1,098	7,270
Burt County	283	949	597	927	306	1,541
Butler County	331	1,173	859	1,119	207	2,005
Cass County	2,189	3,932	2,764	3,905	728	4,880

Cedar County	400	969	934	1,088	117	2,128
Chase County	191	470	250	832	114	620
Cherry County	318	781	632	880	182	1,123
Cheyenne County	409	1,192	991	1,421	366	1,907
Clay County	275	647	746	830	195	1,371
Colfax County	251	854	752	1,119	260	1,830
Cuming County	435	1,156	769	1,223	189	2,009
Custer County	531	1,362	1,033	1,746	363	2,145
Dakota County	538	1,523	1,451	2,638	615	4,179
Dawes County	1,005	1,080	595	1,302	195	934
Dawson County	751	2,055	1,615	3,120	976	4,172
Deuel County	77	199	182	361	99	298
Dixon County	233	667	517	659	120	1,198
Dodge County	2,024	3,521	3,146	5,220	1,409	8,288
Douglas County	63,124	109,625	35,194	75,731	13,504	70,849
Dundy County	151	239	154	267	16	260
Fillmore County	346	599	598	861	149	1,287
Franklin County	124	247	338	463	121	664
Frontier County	110	357	298	420	41	462
Furnas County	238	525	460	783	104	977
Gage County	912	2,445	2,224	2,869	701	5,143
Garden County	131	270	176	299	95	363
Garfield County	81	346	186	363	58	292
Gosper County	127	333	219	282	44	325
Grant County	28	105	35	116	26	106
Greeley County	70	202	240	343	31	535
Hall County	3,412	6,545	3,920	8,993	2,105	11,540
Hamilton County	643	1,272	1,044	1,732	195	1,722
Harlan County	160	445	452	437	66	558
Hayes County	13	109	109	162	45	142
Hitchcock County	134	248	253	583	59	554
Holt County	596	1,454	1,159	1,475	147	2,101
Hooker County	13	137	49	101	12	195
Howard County	193	807	555	1,093	80	1,799
Jefferson County	211	734	776	1,133	235	1,816
Johnson County	268	523	344	592	408	1,420
Kearney County	281	1,063	613	1,220	153	1,222
Keith County	418	929	803	1,604	290	1,543
Keya Paha County	46	117	72	131	15	144
Kimball County	121	220	303	576	105	873
Knox County	400	806	995	1,208	224	1,961
Lancaster County	35,086	58,443	27,502	40,089	8,333	38,363
Lincoln County	1,924	3,507	3,720	5,946	1,408	5,972
Logan County	16	117	85	120	11	108

Loup County	27	59	75	115	23	141
McPherson County	1,939	4,267	3,807	4,983	904	6,720
Madison County	17	55	71	39	3	68
Merrick County	317	655	727	1,355	155	1,971
Morrill County	184	496	381	752	156	980
Nance County	189	284	407	573	53	783
Nemaha County	446	1,034	478	1,063	270	1,105
Nuckolls County	246	496	434	652	99	916
Otoe County	1,062	2,146	1,430	2,200	478	3,409
Pawnee County	136	189	206	333	88	673
Perkins County	63	468	202	594	93	414
Phelps County	561	1,177	743	1,649	182	1,622
Pierce County	314	929	999	954	112	1,655
Platte County	1,890	4,138	3,403	4,803	874	6,349
Polk County	205	523	656	696	171	1,225
Red Willow County	550	1,383	942	1,787	366	2,098
Richardson County	370	834	727	1,189	274	2,074
Rock County	66	231	123	198	14	275
Saline County	648	1,206	1,262	2,006	424	2,261
Sarpy County	21,038	35,787	15,144	26,179	2,923	24,538
Saunders County	1,549	3,454	2,472	3,035	653	4,346
Scotts Bluff County	2,029	4,480	2,553	6,194	1,031	5,977
Seward County	1,120	2,705	1,890	2,147	385	3,029
Sheridan County	186	601	423	862	186	1,052
Sherman County	150	320	230	502	78	688
Sioux County	56	173	102	245	28	190
Stanton County	228	627	844	819	83	1,157
Thayer County	273	627	549	796	131	1,117
Thomas County	31	100	82	139	13	108
Thurston County	231	556	556	825	263	1,115
Valley County	209	616	385	718	98	795
Washington County	1,635	3,731	1,994	2,970	313	3,816
Wayne County	800	1,260	865	1,103	112	1,571
Webster County	190	318	444	547	74	728
Wheeler County	53	105	76	167	6	144
York County	915	1,810	1,710	2,204	394	2,592

Source: ESRI

**Table 55: Number of Community College, College, and Universities by County**

County	Community College Count	College and University Count
Adams County	1	1
Antelope County		
Arthur County		

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Banner County		
Blaine County		
Boone County		
Box Butte County	1	
Boyd County		
Brown County		
Buffalo County		1
Burt County		
Butler County		
Cass County		
Cedar County		
Chase County		
Cherry County		
Cheyenne County	1	
Clay County		
Colfax County		
Cuming County	1	
Custer County		
Dakota County	2	
Dawes County		1
Dawson County		
Deuel County		
Dixon County		
Dodge County		1
Douglas County	1	7
Dundy County		
Fillmore County		
Franklin County		
Frontier County		1
Furnas County		
Gage County	1	
Garden County		
Garfield County		
Gosper County		
Grant County		
Greeley County		
Hall County	1	
Hamilton County		
Harlan County		
Hayes County		
Hitchcock County		
Holt County	1	
Hooker County		
Howard County		

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Jefferson County		
Johnson County		
Kearney County		
Keith County		
Keya Paha County		
Kimball County		
Knox County	1	
Lancaster County	1	4
Lincoln County	1	
Logan County		
Loup County		
McPherson County		
Madison County	1	
Merrick County		
Morrill County		
Nance County		
Nemaha County		1
Nuckolls County		
Otoe County		
Pawnee County		
Perkins County		
Phelps County		
Pierce County		
Platte County	1	
Polk County		
Red Willow County	1	
Richardson County		
Rock County		
Saline County		1
Sarpy County		1
Saunders County		
Scotts Bluff County	1	1
Seward County	1	1
Sheridan County		
Sherman County		
Sioux County		
Stanton County		
Thayer County		
Thomas County		
Thurston County	2	
Valley County		
Washington County		
Wayne County		1
Webster County		

Wheeler County		
York County		1
<b>Total</b>	<b>20</b>	<b>23</b>

**Table 56: Average Life Expectancy**

<b>County</b>	<b>Average Life Expectancy (Yrs.)</b>
Adams County	77.9
Antelope County	82.7
Arthur County*	N/A
Banner County*	N/A
Blaine County*	N/A
Boone County	81.1
Box Butte County	77.7
Boyd County	77.6
Brown County	79.1
Buffalo County	80.4
Burt County	75.9
Butler County	78.1
Cass County	79.2
Cedar County	81.1
Chase County	79.4
Cherry County	79.3
Cheyenne County	77.4
Clay County	78.3
Colfax County	80.3
Cuming County	79.8
Custer County	80.3
Dakota County	77.6
Dawes County	78.4
Dawson County	78.3
Deuel County	79.3
Dixon County	80.2
Dodge County	76.8
Douglas County	78.6
Dundy County	77.7
Fillmore County	80.8
Franklin County	76.0
Frontier County	84.3
Furnas County	78.1
Gage County	77.8
Garden County	76.0
Garfield County	79.8
Gosper County	76.8

Grant County*	N/A
Greeley County	82.0
Hall County	77.9
Hamilton County	81.2
Harlan County	81.4
Hayes County*	N/A
Hitchcock County	75.9
Holt County	79.7
Hooker County*	N/A
Howard County	78.1
Jefferson County	78.2
Johnson County	77.6
Kearney County	79.2
Keith County	79.1
Keya Paha County*	N/A
Kimball County	73.7
Knox County	79.6
Lancaster County	79.9
Lincoln County	77.8
Logan County*	N/A
Loup County*	N/A
Madison County	78.2
McPherson County*	N/A
Merrick County	78.1
Morrill County	76.9
Nance County	76.1
Nemaha County	77.0
Nuckolls County	77.6
Otoe County	80.3
Pawnee County	76.9
Perkins County	79.2
Phelps County	80.0
Pierce County	81.1
Platte County	79.7
Polk County	77.4
Red Willow County	78.1
Richardson County	77.4
Rock County*	N/A
Saline County	79.0
Sarpy County	80.7
Saunders County	78.8
Scotts Bluff County	76.0
Seward County	79.2
Sheridan County	76.5



Sherman County	80.7
Sioux County*	N/A
Stanton County	80.2
Thayer County	78.7
Thomas County*	N/A
Thurston County	66.6
Valley County	81.3
Washington County	81
Wayne County	83.2
Webster County	77
Wheeler County*	N/A
York County	79.7

Source: County Health Rankings, University of Wisconsin Population Health Institute;

\*Data not available for these counties

## APPENDIX B: BENCHMARK CITY DATA

Appendix B presents relevant city level data with respect to police and fire, roads, bridge, sidewalk, public health and social services, and capital project expenditures. We selected cities where the tracks are located or proposed as well as several comparable cities to act as controls, including Chadron, Scottsbluff, and Sidney.

**Table 57: Police and Fire Expenditures – FY 2022-2023**

City	Police and Fire Expenditures
Chadron	\$1,740,804
Columbus	\$30,613,099
Grand Island	\$24,159,401
Hastings	\$12,999,921
Kimball	\$819,363
Lincoln	\$104,667,641
Norfolk	\$16,012,706
North Platte	\$15,414,836
Ogallala	\$1,816,042
Omaha*	\$297,855,946
Scottsbluff	\$7,386,020
Sidney	\$2,085,492
South Sioux City	\$7,615,719
York	\$6,184,629

Source: Nebraska Auditor of Public Accounts; \*Omaha budget represents CY2022 budget

**Table 58: Road, Bridge, and Sidewalk Expenditures – FY 2022-2023**

City	Road, Bridge, and Sidewalk Expenditures
Hastings	\$10,964,119
Sidney	\$2,950,894
South Sioux City	\$5,707,500
Chadron	\$1,194,259
Omaha*	\$185,344,351
Grand Island	\$21,136,917
Ogallala	\$1,671,682
Kimball	\$673,646
Lincoln	\$134,920,395
North Platte	\$2,165,080
Norfolk	\$23,625,637
Columbus	\$13,417,576
Scottsbluff	\$4,184,981
York	\$9,072,259

Source: Nebraska Auditor of Public Accounts; \*Omaha budget represents CY2022 budget

**Table 59: Public Health and Social Services Expenditures – FY 2022-2023**

<u>City</u>	<u>Public Health and Social Services Expenditures</u>
Hastings	\$0
Sidney	\$453,431
South Sioux City	\$0
Chadron	\$0
Omaha*	\$0
Grand Island	\$0
Ogallala	\$0
Kimball	\$0
Lincoln	\$25,188,715
North Platte	\$190,865
Norfolk	\$0
Columbus	\$2,100,375
Scottsbluff	\$654,769
York	\$0

Source: Nebraska Auditor of Public Accounts; \*Omaha budget represents CY2022 budget

**Table 60: Capital Project Expenditures – FY 2022-2023**

<u>City</u>	<u>Capital Project Expenditures</u>
Hastings	\$42,895,439
Sidney	\$3,083,650
South Sioux City	\$74,241,036
Chadron	\$900,050
Omaha*	\$634,945,835
Grand Island	\$30,453,535
Ogallala	\$3,633,546
Kimball	\$3,420,000
Lincoln	\$170,057,985
North Platte	\$50,839,600
Norfolk	\$27,900,128
Columbus	\$38,615,091
Scottsbluff	\$8,174,234
York	\$23,671,947

Source: Nebraska Auditor of Public Accounts; \*Omaha budget represents CY2022 budget

## APPENDIX C: BENCHMARK REGION DATA

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Appendix C presents relevant regional level data with respect to public health. We have selected six data points to represent general health, access to medical care, and behavioral risk factors.

**Table 61: General Health Fair or Poor, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage*</b>
Central District Health Department	11.5%
Dakota County Health Department	18.7%
Douglas County Health Department	11.0%
East Central District Health Department	8.8%
Elkhorn Logan Valley Public Health Department	10.4%
Four Corners Health Department	11.5%
Lincoln-Lancaster County Health Department	8.1%
Loup Basin Public Health Department	13.0%
North Central District Health Department	12.0%
Northeast Nebraska Public Health Department	9.8%
Panhandle Public Health District	13.8%
Public Health Solutions District Health Department	15.7%
Sarpy-Cass Health Department	9.2%
South Heartland District Health Department	13.3%
Southeast District Health Department	12.7%
Southwest Nebraska Public Health Department	14.6%
Three Rivers Public Health Department	12.5%
Two Rivers Public Health Department	10.1%
West Central District Health Department	11.2%

Source: Nebraska Public Health Atlas; \*Percentage of Adults 18 and older who reported health as fair or poor

**Table 62: Needed to See a Doctor but Could Not Due to Cost in Past Year, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage</b>
Central District Health Department	11.5%
Dakota County Health Department	11.0%
Douglas County Health Department	11.1%
East Central District Health Department	8.5%
Elkhorn Logan Valley Public Health Department	7.0%
Four Corners Health Department	5.7%
Lincoln-Lancaster County Health Department	9.7%
Loup Basin Public Health Department	5.3%
North Central District Health Department	7.8%
Northeast Nebraska Public Health Department	6.5%
Panhandle Public Health District	10.8%
Public Health Solutions District Health Department	7.8%
Sarpy-Cass Health Department	6.7%
South Heartland District Health Department	11.2%
Southeast District Health Department	5.6%
Southwest Nebraska Public Health Department	7.7%
Three Rivers Public Health Department	7.1%
Two Rivers Public Health Department	10.4%
West Central District Health Department	10.2%

Source: Nebraska Public Health Atlas

**Table 63: No Personal Doctor or Healthcare Provider, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage</b>
Central District Health Department	24.0%
Dakota County Health Department	24.4%
Douglas County Health Department	24.0%
East Central District Health Department	18.5%
Elkhorn Logan Valley Public Health Department	20.3%
Four Corners Health Department	14.3%
Lincoln-Lancaster County Health Department	19.5%
Loup Basin Public Health Department	12.1%
North Central District Health Department	14.3%
Northeast Nebraska Public Health Department	19.5%
Panhandle Public Health District	23.7%
Public Health Solutions District Health Department	19.2%
Sarpy-Cass Health Department	19.5%
South Heartland District Health Department	12.2%
Southeast District Health Department	13.8%
Southwest Nebraska Public Health Department	16.2%
Three Rivers Public Health Department	20.8%
Two Rivers Public Health Department	18.7%
West Central District Health Department	18.6%

Source: Nebraska Public Health Atlas

**Table 64: Binge Drank in the Past 30 Days, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage*</b>
Central District Health Department	17.6%
Dakota County Health Department	13.6%
Douglas County Health Department	20.8%
East Central District Health Department	22.5%
Elkhorn Logan Valley Public Health Department	20.8%
Four Corners Health Department	20.4%
Lincoln-Lancaster County Health Department	24.5%
Loup Basin Public Health Department	20.4%
North Central District Health Department	20.8%
Northeast Nebraska Public Health Department	21.8%
Panhandle Public Health District	18.3%
Public Health Solutions District Health Department	20.9%
Sarpy-Cass Health Department	18.0%
South Heartland District Health Department	17.9%
Southeast District Health Department	15.1%
Southwest Nebraska Public Health Department	14.4%
Three Rivers Public Health Department	20.7%
Two Rivers Public Health Department	20.3%
West Central District Health Department	16.7%

Source: Nebraska Public Health Atlas; \*Reported having five or more alcoholic drinks for men/four or more alcohol drinks for women on at least one occasion during the last 30 days

**Table 65: Opioid Misuse in Past Year, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage*</b>
Central District Health Department	3.6%
Dakota County Health Department	7.9%
Douglas County Health Department	3.5%
East Central District Health Department	3.0%
Elkhorn Logan Valley Public Health Department	4.0%
Four Corners Health Department	4.3%
Lincoln-Lancaster County Health Department	2.5%
Loup Basin Public Health Department	2.7%
North Central District Health Department	2.9%
Northeast Nebraska Public Health Department	0.3%
Panhandle Public Health District	3.8%
Public Health Solutions District Health Department	2.8%
Sarpy-Cass Health Department	1.7%
South Heartland District Health Department	1.3%
Southeast District Health Department	2.9%
Southwest Nebraska Public Health Department	2.5%
Three Rivers Public Health Department	1.3%
Two Rivers Public Health Department	4.7%
West Central District Health Department	1.7%

Source: Nebraska Public Health Atlas; \*Reported opioid pain medication use more frequently or in higher doses than directed by a doctor for their last filled prescription, or opioid pain medication not prescribed to them during the past 12 months



**Table 66: Current Cigarette Smoking, Adults 18 and Older – 2020**

<b>Sub-Region</b>	<b>Percentage*</b>
Central District Health Department	14.5%
Dakota County Health Department	14.5%
Douglas County Health Department	13.3%
East Central District Health Department	13.4%
Elkhorn Logan Valley Public Health Department	16.6%
Four Corners Health Department	13.1%
Lincoln-Lancaster County Health Department	13.7%
Loup Basin Public Health Department	11.3%
North Central District Health Department	13.5%
Northeast Nebraska Public Health Department	13.7%
Panhandle Public Health District	19.0%
Public Health Solutions District Health Department	16.9%
Sarpy-Cass Health Department	10.0%
South Heartland District Health Department	16.0%
Southeast District Health Department	16.8%
Southwest Nebraska Public Health Department	16.1%
Three Rivers Public Health Department	18.6%
Two Rivers Public Health Department	13.3%
West Central District Health Department	16.3%

Source: Nebraska Public Health Atlas; \*Reported current cigarette use either every day or on some days

## APPENDIX D: PROBLEM GAMBLING MITIGATION

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### *Definition and Prevalence*

A majority of Americans, about 86%, report having gambled at least once in their lifetime<sup>6</sup>. Most people gamble for recreational purposes without the behavior becoming a problem. Studies, however, estimate that 0.4%-1.6% of the United States population can be classified as pathological gamblers.<sup>7,8</sup> Pathological gambling has been commonly associated with relationship problems, employment issues, and significant financial difficulties.

The American Psychiatric Association (2004) defines a pathological gambler as a person who features a continuous loss of control over gambling. Furthermore this gambler illustrates a progression, in gambling frequency and amounts wagered, in the preoccupation with gambling and in obtaining monies with which to gamble. However, problem gambling is a more loosely defined term and is commonly associated with gaming-related difficulties that are considered less serious than those of a pathological gambler. For the sake of this report we will utilize the definition by noted researchers Cox, Rosenthal and Volberg which defines problem gambling as a pattern of gambling behavior that compromise, disrupt or damage personal, family or vocational pursuits.<sup>9</sup>

The National Research Council<sup>10</sup> utilizes a three-level metric. Level 1 gambling is considered social and or recreational gambling with no appreciable harmful effects. Level 2 gambling is synonymous with problem gambling. Level 3 gambling is synonymous with pathological gambling. Problem gambling is an urge to gamble despite harmful negative consequences or a desire to stop. It is often defined by whether harm is experienced by the gambler or others, such as the gamblers family, significant other, spouse, friends, or coworkers. A problem gambler may or may not be a pathological gambler. Pathological or compulsive gambling is defined as a mental disorder characterized by a continuous or periodic loss of control over gambling, a preoccupation with gambling and with obtaining money with which to gamble, irrational thinking, and a continuation of the behavior despite adverse consequences.

Prevalence rates to determine adult problem gambling rates are measured by administering a survey (often a variation of the South Oaks Gambling Screen or a modified DSM-IV questionnaire) to a statistically valid sample of the adult population of the jurisdiction being measured. Adolescent rates are measured in a similar manner. Such a method and analysis of data that accompanies the process is referred to as a general population prevalence study.

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<sup>6</sup> James KC, Bible WA, Dobson JC, Lanni JT, Leone RC, Loescher RW, et al. *National gambling impact study commission final report*. National Gambling Impact Study Commission. 1999.

<sup>7</sup> Shaffer HJ, Hall MN, Vander Bilt J. "Estimating the prevalence of disordered gambling behavior in America and Canada: a research synthesis." *Am J Public Health*. 1999

<sup>8</sup> Petry NM, Stinson FS, Grant BF. "Comorbidity of DSM-IV pathological gambling and other psychiatric disorders: results from the national epidemiologic survey on alcohol and related conditions." *J Clin Psychiatry*. 2005

<sup>9</sup> Cox, S., H. R. Lesieur, R. J. Rosenthal & R. A. Volberg. 1997. *Problem and Pathological Gambling in America: The National Picture*. Columbia, MD: National Council on Problem Gambling.

<sup>10</sup> National Research Council, pp. 20-21.

Jurisdictions, both domestically and internationally, have conducted studies to estimate the percentage of the population that could be classified as having some level of problem gambling behavior. These studies, commonly referred to as prevalence studies, are designed to reflect the scope and severity of problem gambling behavior.<sup>11</sup>

One of the most frequently cited studies on prevalence rates is *Estimating the Prevalence of Disordered Gambling Behavior in the United States and Canada: A Meta-analysis by the Harvard Medical School Division on Addictions*. The meta-analysis method of estimating prevalence rates has been used in related addiction fields of drug prevention and patterns of alcohol use and alcohol treatment. It is considered a more cost-effective method than a national study since it makes use of existing research already conducted in a field.

The Harvard Medical School study, believed to be the first to use meta-analysis measurements for problem gambling prevalence rates, analyzed 152 distinct previous prevalence studies available for review by June 15, 1997. The study determined that 2.0 percent of the adult population could be considered as Level 2 of disordered gambling (often referred to as problem gambling) and 0.9 percent of Level 3 or disordered gambling (also referred to as pathological gambling) during the past year. The vast majority of adults in the general population, then, do not experience gambling-related problems of any clinical significance.

The meta-analysis raw data was given to the Committee on the Social and Economic Impact of Pathological Gambling of the National Research Council (NRC) in its analysis for the National Gaming Impact Study Commission. After an extensive review, the NRC agreed with the above rates of problem gambling and used the numbers in its own analysis of problem gambling in its final report.

The introduction of casino gambling has the potential of negative social impacts. These potential impacts can be controlled and minimized through proper planning, awareness campaigns, and prevention and treatment programs applied in a coordinated manner by all relevant stakeholders. By utilizing some of the many proven prevention and treatment programs, the potential social impact of the advent of gaming can be minimized. Allocating funds to problem gambling services can help mitigate problem gambling and promote responsible gambling.

As an example, by devoting more resources to prevention and treatment, Connecticut was able to cut prevalence rates despite further gaming development. In 1996, Connecticut had only a single clinic, but by the time of an updated study in 2008, the state had 17 clinics.<sup>12</sup> Prevalence rates declined substantially during that period, despite the opening of Mohegan Sun late in 1996 and further expansion at Foxwoods, including the opening of Grand Pequot Tower hotel in 1997.

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<sup>11</sup> *Estimating the Prevalence of Disordered Gambling Behavior in the United States and Canada: A Meta-analysis*, Harvard Medical School Division on Addictions, 1997.

<sup>12</sup> Spectrum Gaming Group, *Gambling in Connecticut: Analyzing the Economic and Social Impacts*, prepared for the State of Connecticut, Division of Special Revenue, June 2009.

**Table 67: Connecticut Prevalence Rates**

	2008 Survey	1997 Study
Problem Gamblers	0.90%	2.20%
Probable Pathological Gamblers	0.70%	0.60%
Total Disordered Gamblers	1.60%	2.80%

Source: Spectrum Gaming Group.

## *Responsible Gaming and Harm Minimization*

Responsible gambling/gaming programs take several forms in an effort to combat and prevent gambling-related harms. Instances of problem gambling manifest in two categories of harm: (1) personal harm, including effects on health, well-being, and relationships, and/or (2) economic harm. Research on responsible gaming falls short of the levels of scientific analysis necessary to develop responsible gaming “best practices.” While various publications have attempted to synthesize existing research on common responsible gaming and harm minimization practices, the field of research often lacks peer-reviewed scientific analyses.

In their current form, the most common responsible gaming practices reflected in the field of research are self-exclusion programs, gambling help lines, tracking behavioral characteristics, setting gambling limits, providing responsible gaming-oriented game features, and employee training. Each of these strategies will be discussed below.

As a condition of licensing, commercial casino states may mandate that casinos prepare and submit for approval a wide-ranging plan for addressing responsible gaming issues. Required elements of the plan often include employee training and public awareness efforts along with other policies that various states have addressed specifically through standalone statutes, or regulations, that address only a single subject. The required elements of these plans vary by state.

In Maryland, for example, a responsible gambling program must consist of mechanisms that both mitigate the effects of problem gambling in the State and maximize the access of individuals with a gambling problem to problem gambling resources.<sup>13</sup>

Massachusetts makes the issuance of gaming licenses contingent upon the submission of a plan to “address lottery mitigation, compulsive gambling problems, workforce development and community development [,] and host and surrounding community impact and mitigation issues.”<sup>14</sup> The State intends for these requirements to advance its objective of providing a gaming environment that is safe and productive for all stakeholders. In furtherance of this objective,

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<sup>13</sup> Maryland responsible gaming plan statute. COMAR 36.01.03.07(B).

<sup>14</sup> Massachusetts responsible gaming statute. M.G.L. Ch. 23K, § 15(6).

Massachusetts prompts gaming licensees to develop plans that train employees to identify patrons exhibiting problems with gambling, and prevention programs for vulnerable populations.<sup>15</sup>

Other states, such as Ohio, connect their responsible gaming plans to other mitigation mechanisms, such as voluntary exclusion programs, to better protect vulnerable groups.<sup>16</sup> Overall, the development of responsible gaming plans serves to establish concrete frameworks to better promote safe gaming.

## Self-Exclusion Programs

Voluntary self-exclusion programs, typically operated by casinos and online gambling sites or gaming regulators, give individuals the ability to exclude themselves from gambling activities. Many states require that patrons have the ability to authorize a casino to refuse their right to gamble and to expel them if they are found gambling or, in some cases, otherwise found on the premises. Program management models vary; in some cases, they are run by the state or a state-appointed group, in others they are managed directly by licensees. State statutes vary in the length of the self-exclusion periods available – typically ranging from a six month ban to lifetime restriction – and in the procedures for reversing self-exclusion. In some states, third parties also have the ability to voluntarily exclude patrons exhibiting problem gambling behavior. Many state laws specify that, in addition to banning play, the casino must also eliminate direct promotional outreach to these individuals as well as exclude them from complimentary offerings (“comps”) or access to credit. Such programs illustrate efforts to mitigate the potential social harms of expanded gaming in a state, including mental health issues, relationship concerns, and financial and work problems resulting from problem gambling.<sup>17</sup> As one of the most investigated responsible gaming strategies, self-exclusion programs benefit from a robust body of research conducted around the world.

Generally, the research on the effectiveness of self-exclusion programs concludes that this method is a safe and, for some gamblers, effective form of intervention against problem gambling. As one study suggests, self-exclusion may have similar outcomes to counseling and may reduce harm in the short-term. Additional research has indicated that self-excluded persons also engage in treatment, self-help groups, or other forms of support experience more positive outcome than those who do not. This research suggests that self-exclusion programs that serve as a gateway to treatment are most successful for individuals harmed by problem gambling. Research has also indicated that problem gamblers appear to be more receptive to self-exclusion mitigation strategies when compared to self-led efforts to seek professional help.<sup>18</sup> Ultimately, self-exclusion has transitioned from a “punitive” enforcement model to one that aims to provide individual assistance in order to connect vulnerable persons with counseling and other support services.

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<sup>15</sup> M.G.L., Ch. 23K, § 18(6)

<sup>16</sup> See e.g., Ohio Regulation 3772-12-06.

<sup>17</sup> Nerilee Hing, Barry Tolchard, Elaine Nuske & Louise Holdsworth, *A Process Evaluation of a Self-Exclusion Program: A Qualitative Investigation from the Perspective of Excluders and Non-Excluders*, 12 INTERNATIONAL JOURNAL OF MENTAL HEALTH AND ADDICTION 509, 510 (2014), [10.1007/s11469-014-9482-5](https://doi.org/10.1007/s11469-014-9482-5).

<sup>18</sup> Hing, *supra* note 5, at 510.

The framework for self-exclusion programs varies from state to state, but many states mandate that patrons have the ability to refuse their right to gamble and to expel them from the premises.<sup>19</sup> In Kansas, for example, the voluntary exclusion statutes require that each self-exclusion applicant “refrain from visiting gaming facilities, pari-mutuel licensee locations, and fair association race meets.”<sup>20</sup> Kansas’ statutes also enable the gaming commission to “prohibit the applicant from entering the premises of all gaming facilities.”

Similarly, Massachusetts enables a person to be placed on a self-exclusion list by “acknowledging that the person is a problem gambler and by agreeing that, during any period of voluntary exclusion, the person shall not collect any winnings or recover any losses.”<sup>21</sup> Massachusetts also prohibits gaming establishments from marketing “to persons on any excluded persons list,” and requires gaming establishments to deny access to complimentary credits. Ultimately, Massachusetts identifies voluntary self-exclusion as “one means to help address problem gambling behavior or deter an individual with family, religious, or other personal concerns from entering . . . a gaming establishment.”<sup>22</sup>

Various challenges interfere with the effectiveness of self-exclusion. First, the number of gambling facilities within a jurisdiction may make the enforcement of self-exclusion impractical; if alternative facilities can be easily accessed, the effectiveness of self-exclusion may be compromised. Notably, statutorily required training may not sufficiently prepare officials responsible for self-exclusion enforcement.<sup>23</sup> The diversity of socioeconomic and psychological conditions among voluntary self-excluders may require responsive enforcement mechanisms. Furthermore, the need to apply for placement on a self-exclusion list within a gaming facility may compromise the integrity of the process, thereby deterring potential self-excluders from participating.

Individual compliance poses another well-documented challenge to the effectiveness of self-exclusion programs. For example, one study determined that more than half of the participants for whom self-exclusion was still in effect had returned to a casino or breached their contracts by the six month follow-up interview. Additionally, a study of self-excluded individuals in Missouri found similar breaches, indicating that the benefits of the program were attributable more to the act of enrollment than to enforcement. This research has led to the frequent conclusion that responsibility for self-exclusion lies with both the gaming industry and the self-excluding individual.

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<sup>19</sup> Regulatory Management Counselors, *Comparative Governance and Regulatory Structure of Gaming Regulations Related to Expanded Legalized Gaming Activities in the Commonwealth of Virginia* (Aug. 5, 2019), at 160 (hereinafter *Comparative Governance Report*).

<sup>20</sup> *Id.* at 161.

<sup>21</sup> *Id.* at 169.

<sup>22</sup> *Id.* at 171.

<sup>23</sup> Hing, *supra* note 5, at 511.

In conclusion, voluntary self-exclusion programs may reduce the urge to gamble and increase the perception of control over personal behavior.<sup>24</sup> While self-exclusion alone cannot substitute for dedicated treatment, it provides an external control mechanism that may limit problem gambling and encourage voluntary excluders to seek professional help.

### **Tracking Behavioral Characteristics**

In an effort to predict the likelihood that a patron will experience harm from gambling and to introduce preventative interventions before the onset of such problems, gaming jurisdictions have implemented systems to track player behavioral characteristics. These behavioral tracking systems are based on algorithms of play. Implementation strategies vary with the form of gaming: whereas in online gaming environments tracking procedures benefit from access to all player transaction information, in brick-and-mortar environments, the strategy is often designed around player tracking systems (e.g., Players Clubs) that depend upon an individual patron's participation.

Research on the effectiveness of tracking frameworks has produced informative findings. Based on analysis of player habits, studies have suggested that efforts to promote responsible gaming should be tailored to each type of gambling offered at a gaming location, rather than adhering to a general mitigation program. By studying behaviors and thoughts patrons use to control the amount they gamble, such as attempts to set a budget or to seek help, research has identified characteristics that could be used to develop prevention and early intervention programs for problem gamblers. Research dedicated to tracking the behavioral characteristics of online gamblers has determined that patrons who engaged in more than two types of gambling within their first month of play, with high variability of wagers, were more likely to benefit from responsible gaming programs.

The study of behavioral characteristics remains a highly-variable task. Given the limitations inherent in the use of personalized player data, there remains a lack of definitive evidence of any behavioral algorithm that can accurately predict patterns of gambling disorder.

### **Setting Gambling Limits**

The ability to set gambling limits, a process also known as pre-commitment, allows gamblers to predetermine the amount of time or money they are permitted to devote to gambling activities before play begins. Depending on the gaming venue or website, spending limits can include deposit, play, loss, win, bet, and time limits.

Research on the effectiveness of pre-determined gambling limits has demonstrated mixed outcomes and has illustrated positive and negative results of this mitigation technique. Studies have indicated that requiring individuals to set such limits may reduce overall money spent on gambling, but evidence is still lacking to suggest that this spending reduction occurred in individuals who were experiencing gambling-related harms, or that gambling-related harm was reduced. Furthermore, research has indicated that voluntary money limit setting was more effective than time limits in reducing problem gambling behavior. While self-limiting has been found to

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<sup>24</sup> Robert Ladouceur, Caroline Sylvain & Patrick Gosselin, *Self-Exclusion Program: A Longitudinal Evaluation Study*, 23 J. GAMBLING STUDIES 85, 85 (2007), [10.1007/s10899-006-9032-6](https://doi.org/10.1007/s10899-006-9032-6).

reduce the variety of games played and the number of bets placed, gambling limits have not been found to reduce the amount wagered per bet. Additionally, research has indicated that pre-commitment may have little effect on decreasing gambling expenditures, especially among those who are intent on continued gambling and who are likely to find methods of circumventing gambling limits.

Finally, the emergence of GameSense, a program that employs in-house responsible gaming information centers or advisors, and other limit-setting programs like PlayMyWay, signal that the future direction of gambling mitigation plans is likely to employ gambling limits. Further research will be required to produce evidence that supports the effectiveness of pre-commitment initiatives.

### **Responsible Gaming-Oriented Game Features**

This harm minimization technique involves the modification to the structure or operation of games to assist patrons in making informed choices about their gambling activity, and to encourage responsible gaming behavior. While research on this mitigation strategy is often focused on the use of warning messages, select studies have explored the use of additional modifications, such as slowing down the rate of play, posting clocks around gambling facilities, and offering “play money” modes.

A threshold study evaluating the effectiveness of five game features (messages, bank meters, clocks, demo mode, and charity donations) found that most participants were aware of at least one feature, but that only a small portion actually utilized the features. Further research concluded that, when compared to warning messages that appear on the periphery of a screen, messages that appear in the middle of a screen are more frequently recalled and considered more useful. Patrons in one study also identified a cash display as helpful to controlling gambling activities.

The research on responsible gaming-oriented game features has provided varying insights on the effectiveness of such features. While evidence confirming the efficacy of responsible game features is mixed, little research has shown that game features reduce gambling-related harm in a real-world setting.



## Employee Training

Training of gaming facility employees in responsible gaming is a nearly universal practice. Some states require that this training include instruction on the complex question of how to identify problem gamblers on the gaming floor. Other states provide for in-depth education on the nature and symptoms of problem gambling.<sup>25</sup> With this training, employees of gambling facilities can better serve patrons who may be identified as problem gamblers by providing information about problem gambling programs. Delaware, for example, requires that the rules for state lottery games provide “procedures for the display and presentation of messages concerning responsible gaming and the regulations, procedures and training for identification of and assistance to compulsive gamblers.”<sup>26</sup>

While few studies exist that explore the effectiveness of employee training programs, research has determined that there is considerable disparity in employee ability to accurately identify problem gambling behavior among patrons. Studies indicate that employee training can improve employee knowledge of responsible gambling, however, there is limited evidence that this enhanced understanding enables employees to more accurately identify patrons with a gambling disorder.

Additional obstacles to the effectiveness of employee training are found in the difficulty, awkwardness, and uncertainty present in the act of confronting a patron. Studies have indicated that gaming facility employees often experience difficulty when approaching patrons due to uncertain estimations of a patron’s potential problems or in an attempt to avoid causing a patron embarrassment.

Ultimately, the spectrum of harm from problem gambling manifests differently from state to state. As a result, the role of employee training may vary with the extent of a state’s understanding of the gambling problems its residents face.

## Public Health

By understanding gambling and its potential impacts on public health, policymakers and health practitioners alike can work to minimize gambling’s negative impacts, while promoting its potential benefits. Today, public health perspectives are not limited to the biological and behavioral dimensions of gambling. Rather, a contemporary public health perspective can also target the social and economic determinants of gambling, such as income, employment, and poverty. Four principles have emerged as the basis for a public health framework on gambling: (1) scientific research is the foundation of public health knowledge, (2) public health knowledge is derived from population-based observations, (3) health initiatives are proactive (i.e., health promotion and prevention are primary, while treatment is secondary), and (4) public health is balanced and considers both the costs and benefits of gambling. This framework can stimulate a

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<sup>25</sup> Mississippi employee training: MGC Regs. Title 13, Part 3, Rule 10.6

<sup>26</sup> Delaware employee training: 19 Del. C. § 4805(a)(29).

better understanding of gambling, further elucidate the determinants of problem gambling, and indicate a range of intervention strategies.

Throughout the past decade, publicly-funded problem gambling services have received increased support in the United States. The total number of states that reported publicly-funded problem gambling services increased from 37 in 2010 to 40 in 2016, and the total amount of public funding allocated to problem gambling services increased from \$60.6 million in 2013 to \$73.0 million in 2016. Among the states that provided funding, the most commonly supported services were problem gambling awareness programs, counselor training, helplines, and problem gambling treatment. Despite the continued growth of problem gambling efforts throughout the United States, in 2016, about one quarter of one percent of people who needed problem gambling treatment received publicly-funded care from a gambling treatment specialist.

### **Public Education and Informed Choice**

Across gaming jurisdictions worldwide, governments and gaming providers have recognized the importance of providing patrons sufficient information to make informed decisions about their gambling. While individuals retain the ultimate responsibility over their gambling choices and level of participation, optimal decision-making depends significantly on the availability of reliable and comprehensive information. This concept of the “informed decision” is pervasive in systems of law and economics and remains an essential component of effective problem gambling mitigation efforts.

Several environmental factors may influence gambling behavior simultaneously, making it difficult to determine the local impact of any one factor. Advertising to promote problem gambling awareness, for example, has attempted to influence gambling behavior and reduce gambling-related harm. Various studies have concluded that the impact of advertising is not likely to be overt, and it may be difficult to measure the impact of advertising efforts to promote problem gambling awareness.

States may require that casinos post signs and/or offer brochures identifying the risks of gambling, signs of gambling disorder, the odds of casino games and/or toll-free phone numbers and other resources for assistance. Common practices among the states include requirements that gambling facilities ensure their advertisements display problem gambling help-line phone numbers. Additionally, some states, like Maryland, require that radio, television, and video advertisements contain a gambling assistance message.<sup>27</sup>

Some states provide regulations that specifically address risk-related advertisements for internet and mobile gaming. Delaware, for example, mandates that internet lottery websites include advertisements for and links to information for treatment, education, and assistance of compulsive

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<sup>27</sup> Maryland advertising requirements. COMAR 36.03.06.03(B)(5).

gamblers and their families.<sup>28</sup> Similarly, West Virginia requires online sportsbooks and mobile gambling applications to display links to responsible gaming resources.<sup>29</sup>

Gaming jurisdictions have acknowledged that different messaging approaches may work better for different groups. One Canadian study prospectively detailed the most effective messaging approach for different styles of gaming. For casual gamblers (new and occasional gamblers), programs that enhance gambling literacy, including key safeguards and main risk factors, are essential. Frequent gamblers (i.e., those that gamble at least once per month, but not weekly) need a deeper understanding of how gambling works, including information on house edge, randomness, and independence of events. Finally, the study concluded that intensive gamblers (i.e., those who gamble weekly or more often) need to be informed of their play activity, offered self-assessment tools that draw attention to the consequences of their gaming habits, and made aware of the options available for help in addressing gambling-related problems.

### **Additional Mitigation Strategies**

In addition to the main mitigation techniques discussed above, various jurisdictions also employ additional strategies to promote healthy gambling practices. These strategies include restrictions on alcohol, treatment and research funding, and casino credit restrictions along with bet limits.

#### ***Restrictions on Alcohol***

Several states require casinos to limit alcoholic beverage service on the gaming floor, or to limit access to gambling services for patrons who are visibly intoxicated. The extent of restrictions on the sale of alcoholic beverages varies across different states. Some states, like Michigan and Kansas do not impose any restriction on alcohol service in gaming facilities. Other states, however, like Massachusetts and Maryland limit the time and place of alcohol sales.

Many states that restrict alcohol service mandate that gambling facilities refuse to sell or serve alcohol to patrons that appear intoxicated, or are younger than 21-years old.<sup>30</sup> Maryland, for example, requires that video lottery licensees prevent intoxicated individuals from playing video lottery or table games and prohibit intoxicated individuals from entering areas where such games are located. Maryland further restricts alcohol service by prohibiting licensed operators from providing complimentary alcoholic beverages.<sup>31</sup>

As a further restriction on alcohol service in gambling facilities, Massachusetts requires gambling facilities to obtain a gaming beverage license in order to serve alcohol on the premises of such a facility.<sup>32</sup> The sale of alcohol must adhere to the conditions of the issued gaming beverage license, which may be imposed on such license “in the interest of the integrity of gaming and/or public

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<sup>28</sup> Delaware advertising requirements. 29 Del. C. § 4826.

<sup>29</sup> West Virginia advertising requirements. WV CSR § 179-9-13.4.

<sup>30</sup> See e.g., 4 Del. C § 706; Md. Code Ann., State Govt. Law, § 9-1A-24(c)(1); 205 CMR 136.02.

<sup>31</sup> COMAR 36.03.10.09(A)(2)

<sup>32</sup> M.G.L. Ch. 23K, § 26.

health, welfare, or safety.”<sup>33</sup> Massachusetts further requires that gaming licensees promulgate a system of internal controls to monitor the sale of alcohol. At minimum, such a system must include procedures to (1) ensure proper training of employees involved in the service of alcoholic beverages, (2) prevent serving alcoholic beverages to underage or visibly intoxicated individuals, (3) ensure that visibly intoxicated or impaired patrons are not permitted to play slot machines or table games, and (4) ensure that alcohol is properly secured and stored.<sup>34</sup> In addition, Massachusetts prohibits the sale of alcohol between 2:00AM and 4:00AM to patrons who are not in the gaming area and not actively engaged in gambling.<sup>35</sup>

Restrictions on the sale of alcohol play a significant role in the gambling regulations of several states. While the extent of such restrictions may vary, the motivation to promote public health and welfare remains widely relevant.

### *Treatment and Research Funding*

States may implement financial commitments to support treatment for problem gamblers, education services concerning problem gambling, and research to advance responsible gaming and prevent problem gambling. Most states that implement such commitments earmark certain state revenues from gaming for these programs.

Pursuant to advancing public health efforts, Massachusetts assesses an annual fee in proportion to the number of gaming positions at each gaming establishment. This fee is meant to cover the costs of public health services and programs dedicated to addressing problems associated with compulsive gambling.<sup>36</sup> Monies within the Fund may be expended to assist social service programs that address gambling prevention, substance abuse services, and educational campaigns to mitigate the potential addictive nature of gambling.<sup>37</sup> Massachusetts also imposes upon each gaming licensee a requirement to provide on-site space for independent substance abuse, compulsive gambling, and mental health counseling services.<sup>38</sup>

Efforts in other states pursue a more targeted approach, focusing treatment funding specifically on problem gambling, rather than on addictive behavior in general. Kansas, for example, established the Problem Gambling and Addictions Grant Fund to provide assistance for the treatment of “persons diagnosed as suffering from pathological gambling.”<sup>39</sup>

The scope of research efforts varies from state to state. Massachusetts has established an annual research agenda to study the social and economic effects of gaming in the State and to obtain

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<sup>33</sup> 205 CMR 136.02.

<sup>34</sup> Massachusetts alcohol service restriction: 205 CMR 138.12.

<sup>35</sup> Massachusetts alcohol service restriction: 205 CMR 136.07(7)(i).

<sup>36</sup> Massachusetts research statutes. M.G.L., Ch. 23K, § 56(e).

<sup>37</sup> M.G.L., Ch. 23K, § 58.

<sup>38</sup> M.G.L., Ch. 23K, § 21.

<sup>39</sup> Kansas problem gambling treatment statutes. K.S.A. §79-4805(c)(1).

scientific information relative to neuroscience, psychology, sociology, epidemiology, and etiology of gambling.<sup>40</sup> Similarly, Michigan reserves a significant portion of the monies within its Compulsive Gambling Prevention Fund for, among other things, “research, and evaluation of pathological gamblers and their families.”<sup>41</sup>

The majority of states have implemented treatment and research funding provisions to make gaming as healthy for participating individuals, and the environment around them, as possible.

### *Casino Credit Restrictions and Bet Limits*

Some state laws aim to protect patrons from betting more than they can afford to lose by banning casinos from offering credit advances and limiting bet amounts. Methods to limit credit advances include both patron-driven efforts, such as voluntarily placing one’s name on a credit exclusion list, and facility efforts, including policies and procedures that limit those patrons to whom a gambling facility may issue credit.

Generally, the procedures established by states aim to ensure that a gaming facility does not extend credit to patrons beyond an amount that those patrons lack a reasonable ability to repay. Regulations may range from broad mandates to gaming operators to exercise caution and good judgment in extending credit<sup>42</sup>, to more specific rules that identify groups to whom credit should be limited. As an example of targeted restrictions, Massachusetts requires that a gaming licensee’s policies prevent the extension of credit to patrons who self-identify as problem gamblers, place themselves on a voluntary credit suspension list, or are on public assistance.<sup>43</sup>

While the use of credit restrictions as a mitigation tool may vary across states, the desired effect of such restrictions and limitations remains similar. The promotion of safe gambling habits through credit restrictions and bet limits emerges as a primary goal of many states.

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<sup>40</sup> Massachusetts research statutes. M.G.L., 23K, § 71.

<sup>41</sup> Michigan problem gambling research statutes. MCL 432.253.

<sup>42</sup> Delaware credit restrictions. 10 Del. Admin. Code 204-6.1.10.

<sup>43</sup> Massachusetts credit restrictions. 205 CMR 138.43(1)(d).

## APPENDIX E: CASINOS AND CRIME

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The social and community impacts of gaming development have been extensively studied. In many areas research findings have been inconclusive and thus considerable resources continue to be devoted to researching possible negative impacts given the unique nature of gaming compared to other commercial enterprises.

A number of broad studies of the social and economic impact of casinos have been conducted in the United States. In the late 1990s, prompted by the expansion of casinos throughout the United States, mainly in the form of riverboat casinos, Native American casinos, and racetrack slot parlors, Congress set up the National Gambling Impact Study Commission (NGISC). Its findings were released in 1999.

The Commission retained the National Research Council (NRC) to review the existing research on the socio-economic impacts of casino development. The NRC concluded that the existing research on the subject was inadequate:

The NRC project involved a review of all existing and relevant studies by representatives of a variety of scientific fields. In the end, NRC recommended that further study be initiated. Study of the benefits and costs of gambling “is still in its infancy.” Lamenting past studies that utilized “methods so inadequate as to invalidate their conclusions,” the absence of “systematic data,” the substitution of “assumptions for the missing data,” the lack of testing of assumptions, “haphazard” applications of estimations in one study by another, the lack of clear identification of the costs and benefits to be studied, and many other problems, NRC concluded the situation demands a “need for more objective and extensive analysis of the economic impact that gambling has on the economy.”<sup>44</sup>

The Commission then retained the National Opinion Research Center (NORC) to undertake said “objective and extensive analysis” concerning impacts. The NORC came to the following conclusion:

First, the casino effect is not statistically significant for any of the bankruptcy or crime outcome measures..... This is not to say that there is no casino-related crime or the like; rather, these effects are either small enough as not to be noticeable in the general wash of the statistics, or whatever problems that are created along these lines when a casino is built may be countered by other effects.<sup>45</sup>

Despite the NGISC’s authoritative findings, some researchers continue to claim that casinos cause crime.<sup>46</sup> However, there are three major flaws in much of this research:

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<sup>44</sup> National Gambling Impact Study, Chapter 7. 1999. Gambling’s Impact on People and Places.

<sup>45</sup> The National Gambling Impact Study Commission, “National Gambling Impact Study” (1999).

<sup>46</sup> See Grinols and NBER discussion below.

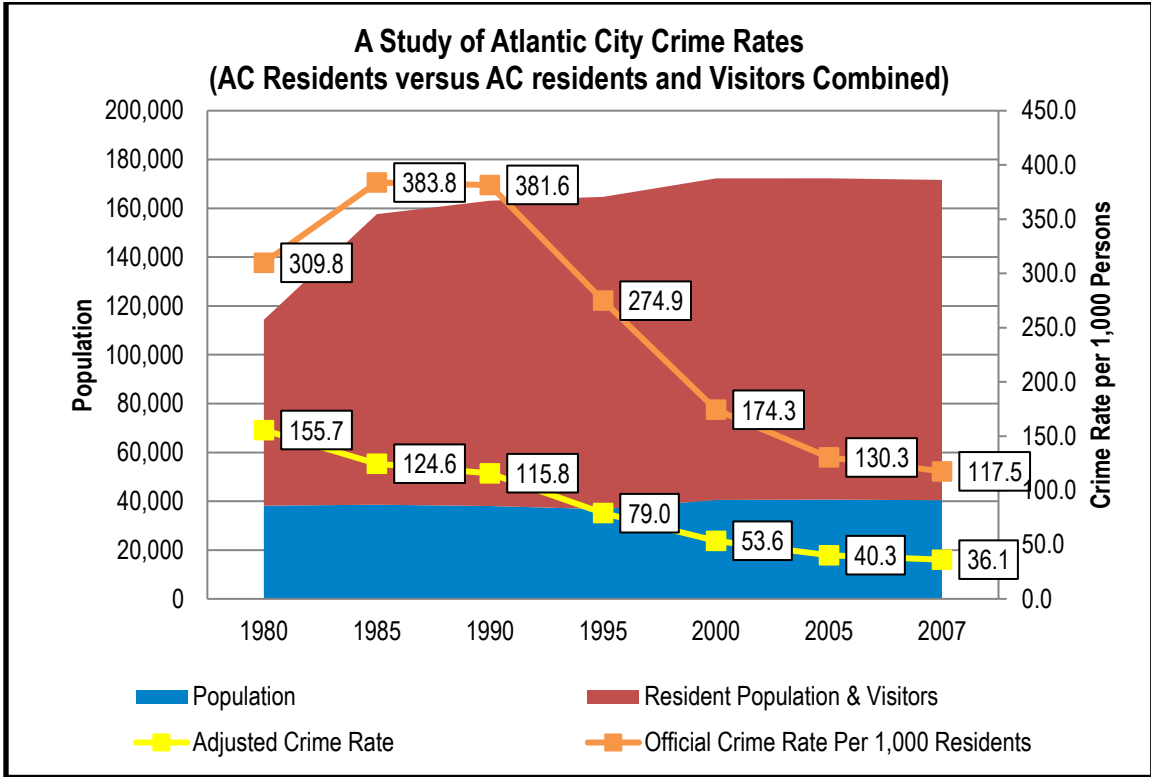
1. Much of the research that attributes an increase in crime to casinos has ignored the temporary population increases brought about by casino visitation. When crime rates are calculated not accounting for the influx of visitors, there appears to be an increase in crime. While this may be true in absolute terms, it radically overestimates the increase in likelihood of residents being victims of crime.
2. Further to #1, some research applies crimes such as on-site thefts of casino visitors to the local population, leading to an invalid increase in the local crime rate.
3. The crimes rates are not studied over a sufficient period of time and therefore temporary increases or long term trends attributable to more primary causal factors are not always recognized or are misinterpreted.

One of the earliest examples of flawed research is related to Atlantic City. The *number* of crimes tripled after casinos opened in 1978, and some researchers applied the increase to the local resident population, which in the resulting invalid calculation resulted in a tripling of the crime *rate*. However, most of the increase related to thefts within the casinos, which did not impact the local population. A valid calculation of the crime rate has to include the visitation base.

In fact, there has been a *decreased* chance of being a victim of crime since casinos were developed in Atlantic City. Factors likely include an increase in casino employment and law enforcement resources, safer infrastructure with well-lit garages, and an increase in general tourism activity. According to more recent data supplemented to the study completed by Margolis et al,<sup>47</sup> this decline in crime rates per 1,000 residents continued through 2007 to a rate of 36.1 per thousand residents. The chart below illustrates the crime rate trends from 1980 to 2007.

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<sup>47</sup> Margolis, J. & Altheimer & Gray. (December 1997). "Casinos and crime: An analysis of the evidence." American Gaming Association. <http://www.americangaming.org/assets/files/studies/Crime.pdf> . The Innovation Group.



The Rappaport Institute for Greater Boston and the John F. Kennedy School of Economics at Harvard University (Baxandall and Sacerdote 2005) in a national, county-level study of Native American casinos found a slight decrease in crime rates after casinos opened. The analysis included all California casinos in existence in the 1990s. From their total sample of 156 casino counties, the Rappaport study isolated out 57 counties with large casinos and relatively low population and nine counties with both large casinos and large populations to see if there were statistical differences in terms of community impacts. The following table shows their results:

**Table 68: Rappaport Study Results**

	All Casino-Counties <sup>1</sup>	Counties with Large-Capacity Casinos <sup>2</sup>	Populous Casino Counties <sup>3</sup>
Population Growth (%)	+5*	8.6	+8.1*
Total Employment (%)	+6.7*	+14.9*	5.7
Unemployment (%)	-0.3	-1.2*	0.5
House Prices	\$5,869	\$8,924	\$7,083
Crime (Per 1,000 People)	-3	-6	-1

\*Statistically significant results at 99% confidence interval.

1. Reports how adjusted outcomes in 156 counties that introduced Indian-run casinos during the 1990s differed from the other 2,959 that did not.

2. The effect for 21 counties in the top 10th percentile in terms of number of slot machines (over 1,760).

3. The effect for the 57 casino counties in the top population quartile (over 55,000 residents).



The Rappaport study concluded:

Our analysis shows that while total crime can be expected to increase when casinos open, the increase is due to increased population, not to a casino-created crime wave. Looking at FBI indexed crimes per resident in all [156] counties; we find that introducing a casino is associated with a decrease of 3 reported crimes per 1,000 people. The introduction of a casino, however, had no statistically significant effect on per-capita crime rates in either large-population casino counties or in large-casino counties. The per-capita crime rate in the 9 large-population counties that also hosted large-capacity casinos dropped 9 crimes per 1,000 residents, however.<sup>48</sup>

It is worth noting that the study included two of the largest casinos in the world, Foxwoods and Mohegan Sun. In Ledyard, Connecticut (which hosts the Foxwoods casino), crimes outside the casino increased from 214 in 1991 to 364 in 1998, but in subsequent years, State Police data show that off-casino crimes in Ledyard fell below pre-casino levels. In Montville, Connecticut (host to Mohegan Sun), as with Ledyard, the number of crimes reported “remained relatively constant,” which the authors conclude is “surprising since the sheer increase in activity around these towns might have led to greater crime.”<sup>49</sup>

The study also highlighted results for three counties in southern California: Riverside, San Bernardino, and San Diego. In all three counties, crime decreased relative to the state average. For example, before casino development, Riverside County suffered 22 more crimes per 1,000 residents than the state average. After casino development, the county had just 6 more crimes per 1,000 residents than the state average, a relative decrease of 16 crimes per thousand residents. San Bernardino had a relative decrease of 10 crimes per thousand, and San Diego 9.

**Table 69: Rappaport Study California County Results for Crime**

	Relative Crime (Before)	Relative Crime (After)	Change in Relative Crime (After - Before)
Riverside, CA	0.022	0.006	-0.016
San Bernardino, CA	0.016	0.006	-0.01
San Diego, CA	0.008	-0.001	-0.009

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<sup>48</sup> IBID. As summarized in their 2008 report, “Betting on the Future: The Economic Impact of Legalized Gambling.”

<sup>49</sup> Baxandall, P. & B. Sacerdote (January 2005). *The Casino Gamble in Massachusetts: Full Report and Appendices*. Rappaport Institute for Greater Boston, John F. Kennedy School of Economics, Harvard University. Page 14.

In other western jurisdictions, the Montana legislature in 1997 commissioned a study on the video gaming industry. The resulting analysis found no impact on crime rates in Montana:

While gambling may have caused an increase of certain types of crime, Montana's overall crime rate increase is not any higher than the increases in matched cities with little or no legal gambling. In fact, in almost three-quarters of the specific comparisons carried out, crime rates rose more (or decreased less) in the matched cities than in the Montana cities.

Each of the seven largest Montana cities was matched with an out-of-state city in the region with similar population size, similar population growth rate, similar racial composition, but with little or no legal gambling. The percentage change in crime rates for three indices of crime (total serious crime, property crime, and violent crime) was computed for three time periods... between 1984 and 1994. [The data] illustrate the lack of a systematic pattern in crime rate changes between Montana cities and those in states with little or no gambling. For example, the violent crime rate grew faster in Cheyenne, Wyo., than in Great Falls between 1984 and 1994, yet the index of property crime decreased in Cheyenne while it increased in Great Falls during the same period.<sup>50</sup>

In summary, there is no evidence from gross level data that the advent of casinos has a measurable impact on local crime rates in general, whether in Eastern, Midwestern, or Western jurisdictions. It is highly likely any crimes associated with casinos are either offset by economic benefits or that the level of crime is so small as to be overwhelmed by other factors such as economic trends.

### *Primary Research from Select Casino Jurisdictions*

The figures from the casinos used in the Comparative Analysis Criminal Incidents section, provide a general picture of criminal activity at a casino. Other communities have found lower and higher levels of incidents. For example, figures from the Kenner Police Department note an average of 9 criminal incidents at the Treasure Chest Casino from 2012 to 2014. Attendance at the Treasure Chest Casino in Kenner is over one million annually.

A recent article in The Enterprise provided additional qualitative data from the casinos in this analysis. An officer from the Pittsburgh Police department compared the number of calls to games at the local baseball and football stadiums, "Nothing different than when there's a ball game," Luczak said. "I wouldn't say there's much change."<sup>51</sup>

Des Plaines Police Deputy Chief Nick Treantafeles had similar sentiments, "It's just like any place that serves alcohol," he said. "You get drunk and disorderly, but their security handles 98 percent of the issues there. We might get called for a fight that gets out of hand. ... It hasn't put a damper on the services we offer the rest of the community."<sup>52</sup>

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<sup>50</sup> Montana Gambling Commission Study, 1998, Chapter 8.

<sup>51</sup> <http://www.enterpriseneews.com/article/20150517/NEWS/150516955/12741/NEWS/?Start=1>

<sup>52</sup> <http://www.enterpriseneews.com/article/20150517/NEWS/150516955/12741/NEWS/?Start=1>

While specific increase in police staffing varies from community to community, many communities found no need to increase police staffing, as shown below in the examples from Indiana. The Center for Urban Policy and the Environment at Indiana University-Purdue University has prepared 5-year evaluations of riverboat licensees for the Indiana Gaming Commission which contain sections on community impacts. The following bullet points include summaries and excerpts from these reports with respect to police and fire protection.

Casino Aztar:

- The Evansville Police Department reports no increases in crime since the riverboat opening. They do report a drop in crime in 1999 when compared to the previous year.
- “No new police officers or firefighters were added. Traffic control has not been a problem...”

Majestic Star:

- The community purchased 12 police cars with Year 1 incentive payments.
- Gary’s Chief of Police reports no additional criminal activity surrounding the riverboat.

Horseshoe Hammond (formerly Empress Casino Hammond):

- The Hammond Police Department reports crime has fallen in most categories when compared to before the boat opened.

Hollywood (formerly Argosy):

- According to the Lawrenceburg Police Department, casino-related arrests for public intoxication, DWI, and minor theft, as well as traffic accidents in the area have increased slightly each year from 1997 to 2000.
- Lawrenceburg has added two police officers since the boat opened to deal with the increased caseload.

Ameristar (formerly Harrah’s East Chicago):

- According to East Chicago’s police department, no additional criminal activity can be attributed to the riverboat’s presence.
- “Crime in East Chicago has decreased substantially over this time period due to increased cooperation with federal agencies, community policing and increased staffing.”

Blue Chip Casino:

- According to Michigan City’s chief of police, no additional criminal activity can be attributed to Blue Chip’s presence.

On the issue of crime, Jeremy Margolis, who had served as Assistant U.S. Attorney in Chicago, Illinois Inspector General, and Director of the Illinois State Police, found in a 1997 study<sup>53</sup> that the chance of being victim of a crime decreases after casino development. Factors include an increase in employment brought by casinos, increased law enforcement resources, safer infrastructure with well-lit garages, and an increase in general tourism activity.

In testimony before the Pennsylvania Gaming Control Board (PGCB) in 2006, Margolis was asked to give an update of his seminal study. Margolis concluded, based on examining updated crime data from the F.B.I. as well as interviews with the Executive Director of the Illinois Crime Commission, the Illinois State Police, and the Illinois Gaming Board, that the situation is “really unchanged except for the maturation of the industry, the maturation of the regulatory process has probably settled things down more than it had settled when I completed my study in 1997. It’s just not an issue.”<sup>54</sup>

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<sup>53</sup> Margolis, J. (December 1997). “Casinos and crime: An analysis of the evidence.” American Gaming Association.

<sup>54</sup> PGCG hearing transcript, September 7, 2006, pages 22-23.

## DISCLAIMER

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Certain information included in this report contains forward-looking estimates, projections and/or statements. The Innovation Group has based these projections, estimates and/or statements on our current expectations about future events. These forward-looking items include statements that reflect our existing beliefs and knowledge regarding the operating environment, existing trends, existing plans, objectives, goals, expectations, anticipations, results of operations, future performance and business plans.

Further, statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan," "project," or other words or expressions of similar meaning have been utilized. These statements reflect our judgment on the date they are made and we undertake no duty to update such statements in the future.

Although we believe that the expectations in these reports are reasonable, any or all of the estimates or projections in this report may prove to be incorrect. To the extent possible, we have attempted to verify and confirm estimates and assumptions used in this analysis. However, some assumptions inevitably will not materialize as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties and unanticipated events and circumstances, which may occur. Consequently, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material. As such, The Innovation Group accepts no liability in relation to the estimates provided herein.



January 12, 2024

VIA EMAIL: [dennis.lee@nebraska.gov](mailto:dennis.lee@nebraska.gov)

Hon. Dennis Lee  
Nebraska Racing and Gaming Commission  
3401 Village Drive, Suite 100  
Lincoln, NE 68516

RE: Gaming and Horseracing Market Analysis and Socioeconomic Study

Dear Chairman Lee:

WarHorse is in receipt of The Gaming and Horseracing Market Analysis and Socioeconomic Study (the “Study”) performed and authored by Innovation Group and released by the Nebraska Racing and Gaming Commission (“NRGC”) in December 2023. In brief, the Study fails to meet the statutory requirements of Neb. Rev. Stat. § 9-1106 and, therefore, the NRGC is precluded from considering any new racetrack and/or gaming licenses at this juncture. Indeed, this Study is premature and raises serious conflict of interest concerns. We ask that this Study be shelved and another one ordered pursuant to a formal Request for Proposal (“RFP”) that screens for conflicts of interest, after adequate data is available. If the Study is to be relied upon in any way, any conclusions drawn regarding the proposed Bellevue facility must be that it is a clear detriment to the statewide gaming and horseracing market and the NRGC is precluded from approving such a proposal pursuant to Neb. Rev. Stat. § 9-1106(27).

## DISCUSSION

### A. The Study is Premature and Lacks Statutorily Required Information

State law requires three specific studies related to horseracing, casino gaming, and their socioeconomic effects. These studies must be completed “as soon as practicable but not later than January 1, 2025.” The purpose of this deadline is to provide sufficient time for existing operators to fully open their gaming operations.

The Study provided to NRGC is premature and does not satisfy the requirements of the statute. There are currently only three modest temporary gaming operations open and none yet in Omaha—the largest market. Without full-scale operations, there is no actual data to consider, no way to reliably determine market potential, and no way to reliably predict the effect of new entrants to the market. In short, given the absence of actual data, it is not currently practicable to perform either study required by statute. The Study provided to NRGC contains only projections and thus fails to meet the requirements of the statute. The Study should be set aside until existing operators are fully open, so that a study can be based on actual data as opposed to projections.

Even if projections without actual data were permitted by the statute—which they are not—the projections used in the Study are still unreliable. The Study is required to analyze three primary components: gaming, horseracing, and the socioeconomic impact of gaming in Nebraska, both on

a statewide and county specific basis (for Adams, Dakota, Douglas, Hall, Lancaster, and Platte). None of the three components were sufficiently addressed to make any actual long-term decisions as anticipated by the state law. Specific statutory failures are outlined in the attached Exhibit and discussed further below.

### **1. Gaming Component**

Due to its premature release, the Study contains no actual data from the full operations of the existing gaming operations. The entire Study is based purely on loosely constructed projections, which are subject to dispute, and recycled extra-territorial market data, the relevance of which is questionable.

The projections are so premature as to render the findings ultimately unreliable. The figures in the Study underrepresent the market in Omaha and significantly conflict with a recent study conducted by the Innovation Group for the Iowa Gaming and Racing Commission analyzing the impact of Nebraska gaming expansion on Council Bluffs and surrounding Iowa market. The City of Bellevue also objected to the Study projections in a recent press release, which cited at least four other studies with varying amounts and impacts, resulting in a variance of over \$82MM from the Study.

Revenue estimates related to the Omaha market are extremely important to the expansion analysis. Wide variances between studies reviewing the same market area strongly suggest that the Study should not be relied upon for purposes of determining whether new gaming and/or racing licenses should be granted. Pursuant to the statute, the NRC must wait until adequate data is available.

### **2. Horseracing Component**

There was no substantive analysis of the horse racing market as required by the statute. Please see the attached Exhibit for detailed Study references and citations to specific statutory failures. Failure to abide by the clear requirements of the statute supports the unreliability of the Study. We acknowledge and support the contents of the letter submitted by the Horseman's Benevolent and Protective Association ("HBPA") to the NRC concurrently with this letter to the NRC, including the assertion that the Study did not review accurate and/or up to date information. Indeed, Innovation Group did not contact any of the existing racetracks to inquire about their plans to add facilities, about races, or about what measures they planned to take to attract horses, among other things. The Study inaccurately reported very basic facts such as their assertion that Ho-Chunk, Inc. owns both the Lincoln and Omaha racetracks. *See* pg. 6 of Study. The HBPA has owned the Omaha and Lincoln racetracks since 1997 and 2014 respectively. We agree with the HBPA and Nebraska Unicameral that horseracing is an important aspect of the market analysis and ask that another study be ordered pursuant to a formal RFP after adequate data is available.

### **3. Socioeconomic Component**

The Study itself stated: "Since the industry is very new in the state . . . it is not yet possible to measure impacts of Nebraska Casinos." Indeed, Innovation Group itself acknowledged the fact that the Study is too premature to even address one of the three components with which the Unicameral is concerned in issuing new gaming licenses. Again, the Study does not comply with

the statute and, to the extent the Study is premature, we ask that another study be ordered pursuant to a formal RFP after adequate data is available.

Interestingly, the Study addresses items that are vastly different than, and outside the scope of, the statutory directives. The statute does allow for the NRGC to direct additional items to be studied, but without direct knowledge of such directives, we question whether any interests specific to the Innovation Group or its clients may have influenced the Study as discussed in the next section.

## **B. Conflicts of Interest**

We are concerned that the Innovation Group has significant conflicts of interests that may directly impact its ability to provide an unbiased Study. For one, it has extensive existing relationships with Iowa and Nebraska gaming operators. On The Innovation Group's "Clients" page of its public-facing website, clients shown include Ceasars, Penn National, Churchill Downs, Elite Gaming, and the Iowa Racing and Gaming Commission ("IRGC"), among others. Ceasars is the owner of Harrah's and the Horseshoe in Council Bluffs, as well as the developer of the Columbus facility in Nebraska. Penn National is the owner of the Ameristar Casino in Council Bluffs. Churchill Downs owns a gaming operation in Sioux City and is a direct competitor with the WarHorse South Sioux City facility. Elite Gaming owns three gaming facilities in Iowa and is the Grand Island operator. Elite gaming is also the entity proposing the Ogallala quarter horse racetrack. The City of Bellevue also cited an Elite Study in its press release. Indeed, WarHorse is the only facility (among the Nebraska or Iowa licensed facilities along the Nebraska/Iowa border) that does not have an existing or previous relationship with Innovation Group.

Furthermore, in 2022, Innovation Group performed a study for the IRGC about the impact of gaming expansion in Nebraska. There was a second consultant also hired by Iowa to execute the same study for IRGC. The Iowa conflict is very troubling because the 2022 study predicted that the casinos in Omaha and South Sioux City would negatively impact Iowa by \$192MM. Indeed, Iowa extracts approximately \$500MM per year in gaming revenue from Nebraska. Iowa certainly stands to gain from this Study that considers the dilution and weakened competitive position of the Omaha casinos licensed by the NRGC. We are concerned that this prior relationship may have improper implications on the Study's findings.

## **C. Study Shows that Bellevue Proposal is Detrimental to Statewide Racing and Gaming Market**

We reiterate that the numbers in the Study are too premature and speculative upon which to rely, and that it fails to meet its statutory requirements as necessary for consideration of the addition of new racing and gaming licenses. However, at face value, the Study shows that the proposed Bellevue gaming operation is a **detriment** to the existing gaming and horseracing market. § 9-1106 provides:

"The [NRGC] shall deny a licensed racetrack enclosure or gaming operator license application if it finds that approval of such application in such placement and location would be **detrimental to the racing or gaming market that exists across the state based on the most recent statewide horseracing market analysis, statewide casino gaming market analysis, and statewide socioeconomic impact studies.**"



Neb. Rev. Stat. § 9-1106(27) (emphasis added).

The proposed Bellevue facility is a clear detriment to the existing horseracing market. The Horseman will lose revenue of approximately \$3MM, which goes directly into purses to support the growth in thoroughbred horseracing. The Study is clear that the Bellevue facility is not only detrimental, but also unnecessary. On page 3, the Study explicitly provides that the existing racing licenses have the capacity to allow for a “tripling or quadrupling of racing in Nebraska” and the data does not support the addition of more racing licenses. By law, a gaming license is predicated on a racing license and without data supporting the addition of more racing licenses, additional gaming licenses should not be considered.

Additionally, the proposed Bellevue facility is a clear detriment to the existing gaming market. Table 39 of the Study shows that Bellevue will create \$60MM in revenue, but \$38MM of the revenue will be at the expense of all six existing gaming operators totaling a collective loss of \$38.5MM. The Omaha facility will lose \$27MM in revenue and the Lincoln facility will lose \$6.7MM in revenue. Such losses will negatively impact additional investment in the development of the Omaha and Lincoln facilities. The final phase of the WarHorse Omaha facility is largely to support horseracing. The final phase of the Lincoln facility will double the size of the facility and greatly boost horseracing. If Bellevue were approved, the reduction in revenue would limit our ability to implement the final phase of construction in both facilities and would be obviously **“detrimental to the racing [and] gaming market that exists across the state based on the most recent statewide horseracing market analysis, [and] statewide casino gaming market analysis.”** Neb. Rev. Stat. § 9-1106(27).

The statute requires the NREGC to conduct a market analysis study of Nebraska as a whole and the market in the counties which hold existing racing licenses, as well as to include information identifying “underperforming or underserved markets within Nebraska”. Neb. Rev. Stat. § 9-1106 (25)(c). Neither Bellevue nor Sarpy County are specifically identified in the statute as markets to be studied and such markets are not underserved or underperforming. The Omaha Metropolitan area, including Sarpy County, will have five gaming operations (including three in Council Bluffs and one in Carter Lake) when WarHorse Omaha opens. WarHorse Omaha location is approximately 1 mile from Sarpy County. Therefore, the Sarpy County market is not underserved and does not call for specific analysis by the market study under the statute.

In fact, WarHorse Gaming Omaha is specifically and meticulously planned to both expand and support *the entirety* of the Omaha market, both gaming and racing. If the Omaha market is further divided by a Bellevue facility, it will: (a) limit the amount of investment that can be made in each facility, and (b) damage WarHorse’s plan, which was designed to serve the identified gaming and racing market demand fully and completely. Such damage will negatively impact the Nebraska market’s ability to compete with Iowa. The Council Bluffs market is owned by Penn National and Caesar’s, which are two of the largest gaming companies in the world. Nebraska needs one large, strong facility in Omaha to compete, not two smaller facilities.

The Study does not attempt to address the differences that having two smaller, less economically viable casinos will have on the market, versus a single, larger facility that is designed and operated to compete with casinos in Iowa. This is a fatal flaw in the Study. It also points back to the conflict of interest inherent in having a study performed by the company that lists as its clients the very casinos that are most likely to be adversely impacted by a strong racetrack and casino in Omaha.

In contrast, moving the existing Hastings racing license to Ogallala, an underserved market, does not appear to be detrimental to the statewide gaming or horseracing market. According to Table 39 and Table 41 of the Study, the Ogallala facility will add \$18MM in revenue and \$3.7MM in taxes to the state and will have a positive impact on all six of the existing licenses. Indeed, moving the Hastings license to Ogallala is *the only* scenario where all licensees benefit. The addition of a Bellevue license will come at the expense *of all six* of the existing facilities.

For the reasons above, even if the NRGC were to look past the Study's failure to comply with statute and the unreliability of its projections, the Study still shows that the proposed Bellevue facility is detrimental to both the statewide gaming market and horseracing market and, therefore, the NRGC is precluded by statute from approving such proposal.

### CONCLUSION

In summary, we believe the Study is flawed for several reasons. First, the Study is premature and fails to meet statutory requirements. Failure to address the statute precludes the NRGC from approving proposals or applications for *new* gaming or racing licenses, including the Bellevue proposal. Secondly, there is a clear conflict of interest with respect to the Innovation Group, which has a prior relationship with the state of Iowa, existing Iowa operators and existing Nebraska operators. Finally, if the Study is to be relied upon in any way, any conclusions drawn regarding the proposed Bellevue facility must be that it would be a detriment to the statewide gaming and horseracing market and the NRGC is precluded from approving its proposal pursuant to Neb. Rev. Stat. § 9-1106. At most, even if taken at face value, the Study could be read to support a proposed transfer of the racing license from Hastings to Ogallala.

Ultimately, we ask that this Study be shelved and another one ordered pursuant to a formal RFP that screens for conflicts of interest, after adequate data is available. If the Study is used at all, it should only be used to support the move of the Hastings racetrack license to Ogallala. Any further consideration of new proposed tracks (including the Bellevue proposal) must be delayed until a new study is completed with adequate data that meets all statutory requirements.

Sincerely:



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Lance G. Morgan, Chief Executive Officer  
WarHorse Gaming, LLC  
[lmorgan@hochunkinc.com](mailto:lmorgan@hochunkinc.com)

cc: Diane Osterloo: [diane.osterloo@nebraska.gov](mailto:diane.osterloo@nebraska.gov)  
Tom Sage: [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
<p>§ 9-1106(24)</p> <p>The commission shall: . . . [c]onduct or cause to be conducted a statewide horseracing market analysis to study the racing market as it currently exists across the state and within the locations in Nebraska of the racetracks in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties as of the date of the market analysis. Such market analysis shall be completed as soon as practicable but not later than January 1, 2025, and every five years thereafter and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor.</p> <p>Such market analysis shall examine the market potential and make recommendations involving:</p>	<p>Across the state of Nebraska as a whole – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties – Not done.</p>	<p>The Study provides “tables highlighting historical statistics regarding the current state of horse racing industry across Nebraska” on pages 2-8.</p> <p>On page 3, the Study concludes “there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska” and “the data do not support the addition of more racing licenses.”</p> <p>However, the Study does not provide an analysis of Nebraska’s statewide horseracing market, and then of the racing markets within the six subject counties prior to reaching conclusion.</p>
(24) (a) The number of live racing days per track, number of races run, and number of horses that should be entered per race;	Not done.	The Study provides historical racing data of fluctuating depth and length of time depending upon the racetrack location, but the Study provides no discussion of the “number of live racing days per track, number of races run, and number of horses that should be entered per race.” § 9-1106(24)(a).
(24) (b) The number of Nebraska-bred horses available in the market for running races, including foals dropped in the state for the past three years at the time of the market analysis;	Not done.	The Study does reference Nebraska-bred thoroughbred foal numbers for the past three (and more) years; however, the Study does not include data or analysis regarding the availability of those Nebraska-bred horses for running races. § 9-1106(24)(b).
(24) (c) The circuit scheduled in the state and if any overlapping dates would be beneficial to the circuit and market as a whole;	Not done.	The Study provides historical racing statistics of fluctuating depth and length of time depending upon the racetrack location, but the Study provides no discussion of “the circuit scheduled in the state and if any overlapping dates would be beneficial to the circuit and market as a whole.” § 9-1106(24)(c).
(24) (d) The total number of horses available for the total annual schedule, with separate analysis for thoroughbred races and quarterhorse races;	Not done.	The Study does reference quarterhorse breeding data and new registrations in Nebraska, as well as thoroughbred breeding data and registrations on pages 7 and 8, however, this does not give way to discussion of “the total number of horses available for the total annual schedule, with separate analysis for thoroughbred races and quarterhorse races.” § 9-1106(24)(d).
(24) (e) The purse money available per race and per track;	Not done.	The Study provides historical racing data inclusive of purse sizes depending upon the racetrack location, but the Study provides no general analysis or discussion of the “purse money available per race and per track” across the state and at each location. § 9-1106(24)(e).
(24) (f) The strength of the potential and ongoing simulcast market;	Not done.	The Study does not discuss the “strength of the potential and ongoing simulcast market” either across the state or at per location basis. § 9-1106(24)(f).
(24) (g) The staffing patterns and problems that exist at each track, including unfilled positions;	Not done.	The Study is silent regarding “staffing patterns and problems that exist at each track, including unfilled positions.” § 9-1106(24)(g).

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(24) (h) The positive and negative effects, including financial, on each existing racetrack at the time of the market analysis in the event the commission approves a new racetrack application;	Not done.	<p>The Study does indicate, on page 3:</p> <p style="padding-left: 40px;">“As the following tables show, there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska. The data do not support the addition of more racing licenses.”</p> <p>However, there is no analysis of the potential impact upon existing racetracks should a new racetrack application be approved.</p> <p>Further, the Study notes gaming and racing licenses are inextricably intertwined in Nebraska but does not analyze or discuss this for market study purposes.</p>
(24) (i) The potential to attract new owners and horses from other states;	Not done.	<p>The Study is silent in this area.</p> <p>The Study provides a “Comparable State Analysis”, discussing, Pennsylvania and Wyoming. Pages 9-12. This looks anecdotally at other states, suggesting “[f]unding enhancements from casino revenue for breeding and purses can have a positive impact on a state’s horse racing industry.” Page 9. However, it is not an analysis of the potential to attract new owners and horse from other states.</p>
(24) (j) The market potential for expansion at each licensed racetrack enclosure to the live race meet days and the number of live horseraces required by section 2-1205, and the room for expansion, if any, for additional licensed racetrack enclosures into the market in Nebraska and the locations most suitable for such expansion; and	Not done.	<p>The Study does indicate, on page 3:</p> <p style="padding-left: 40px;">“As the following tables show, there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska. The data do not support the addition of more racing licenses.”</p> <p>The Study does not provide full analysis of “market potential for expansion at each licensed racetrack enclosure to the live race meet days and the number of live horseraces required by section 2-1205”. § 9-1106(24)(j).</p>
(24) (k) Any other data and analysis required by the commission;		
<p>§ 9-1106 (25)</p> <p>The commission shall: . . . [c]onduct or cause to be conducted a statewide casino gaming market analysis study across the state and within each location of a racetrack in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. Such market analysis study shall be completed as soon as practicable but not later than January 1, 2025, and every five years thereafter and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor.</p> <p>The market analysis study shall include:</p>	<p>Across the state of Nebraska as a whole – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties – Not done.</p>	<p>“The Nebraska market has been grouped into 27 distinct market areas, from which different participation rates may be expected depending on the level and location of competition that is present in the market.” Page 25.</p> <p>Statute requires a statewide study, however the “27 distinct markets” also include territory outside of Nebraska.</p> <p>It also is not clear that breaking down the state into “markets” for analysis (different than the six counties) is consistent with what is requested in statute.</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
		As for study within locations of the racetracks, as required by statute, the Study does not analyze the subject locations of Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. There is passing mention of “the six current racino licenses holders in their current locations” on page 30, but the subject counties are not analyzed.
(25) (a) A comprehensive assessment of the potential casino gaming market conditions;	Not done per language of the statute.	As with § 9-110(25) above, Nebraska is not assessed as a whole and then by subject county.  The Study does not contain consideration of known information about and from current gaming operations to date (from operators with licenses), which would bear upon an assessment of potential casino gaming market conditions across the state and in the subject counties.
(25) (b) An evaluation of the effects on the Nebraska market from competitive casino gaming locations outside of the state;	Not done per language of the statute.	The Study provides, on page 13:  “The Nebraska competitive set includes 32 properties across Nebraska, Iowa, Kansas, South Dakota, and Missouri. In total, the market consists of almost 19,000 slot machines, roughly 460 tables, and more than 2,100 hotel rooms.”  There is discussion of six states (Missouri, Kansas, Iowa, Nebraska, South Dakota, and Colorado), including commercial and tribal gaming properties. Pages 13-22.  Study provides nearly full-page background analysis of IGRA. Page 13.  It is not evident that the properties used representing the competitive set are necessarily relevant or representative of the competitive set for Nebraska, and it is not clear that background discussion is tailored for the Nebraska market or its gaming history. In fact, the analysis appears to be a replication of the competitive set used in the 2022 Iowa market report by the Innovation Group.
(25) (c) Information identifying underperforming or underserved markets within Nebraska;	Not done.	This is not discussed.
(25) (d) A comprehensive study of potential casino gaming revenue in Nebraska; and	Not done per language of the statute.	As with § 9-110(25) and § 9-110(25)(a) above, Nebraska is not assessed as a whole and then by subject county.  The Study does not contain consideration of known information about and from current gaming operations to date (from operators with licenses), which would bear upon an assessment of potential casino gaming revenue across the state and in the subject counties.
(25) (e) Any other data and analysis required by the commission;		

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
<p>§ 9-1106 (26)</p> <p>The commission shall: . . . [c]onduct or cause to be conducted a statewide socioeconomic-impact study of horseracing and casino gaming across the state and at each licensed racetrack enclosure and gaming facility in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. Such socioeconomic-impact study shall be completed as soon as practicable but not later than January 1, 2025, and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor. The study shall include:</p>	<p>Across the state of Nebraska as a whole for horseracing – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties for horseracing – Not done.</p> <p>Across the state of Nebraska as a whole for casino gaming – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties for casino gaming – Not done.</p>	<p>As discussed in sub-sections below, Study provides no statewide or per subject county socioeconomic casino gaming analysis. “Benchmark” data is provided.</p> <p>The Study cites newness of Nebraska casino industry for lack of analysis.</p> <p>Nor does Study provide statewide or per subject county socioeconomic-impact study of horseracing, for which newness is <i>not</i> a factor.</p> <p>The Study does not address reasons for this.</p> <p>“Given the newness of the Nebraska casino industry, potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets. Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development.” Page 1.</p> <p>From page 48:</p> <p>“This section discusses the potential for social and community impacts by the commercial gaming industry across Nebraska. Since the industry is very new in the state and concentrated in the more populated eastern portion of the state, where commercial casinos have been available for 30 years in Iowa, it is not yet possible to measure impacts of Nebraska casinos. Potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets.</p> <p>Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time. The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how them data is available or which entity provides the service.”</p>
<p>(26) (a) Information on financial and societal impacts of horseracing and casino gaming, including crime and local businesses;</p>	<p>Not done.</p>	<p>Anecdotal information is provided. For example, page 51 discusses a study relating to “three counties in southern California: Riverside, San Bernardino, and San Diego”. Also, see Appendix E. Page 99:</p> <p>“The societal and community impacts of gaming development have been extensively studied. In many areas research findings have been inconclusive and thus considerable resources continue to be devoted to researching possible negative impacts given the unique nature of gaming compared to other commercial enterprises.”</p>
<p>(26) (b) An analysis of problem gambling within the state; and</p>	<p>Not done.</p>	<p>The Study indicates on page 52:</p> <p>“Since gambling (tribal casinos and lottery) already is prevalent in Nebraska and adjacent states, it is reasonable to assume a problem gambling population currently exists. In other words, those with a propensity for problem gambling already have ready access to</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
		<p>gambling products, so this expansion of gaming is likely to impact the population of problem gamblers only marginally.”</p> <p>“Appendix D: Problem Gambling Mitigation” also appears to provide general topical information.</p> <p>The Study does not analyze problem gambling / gaming within Nebraska or review Nebraska’s newer problem gaming initiatives and supportive infrastructure.</p>
<p>(26) (c) A comparison of the economy of counties which contain a licensed racetrack enclosure operating games of chance and counties which do not contain such a licensed racetrack enclosure as of the date of the study, which comparison shall include:</p>	<p>Not done.</p>	<p>Plain language of statute requires a straight “comparison of the economies of counties [of Douglas, Lancaster, Hall, and Platte] and counties which do not contain such a licensed racetrack enclosure as of the date of the study.” § 9-1106(26)(c).</p> <p>The definition of “counties which do not contain such a licensed racetrack enclosure” is ostensibly every other county in Nebraska (but could be read as the counties with licensed racetrack enclosures not operating games of chance).</p> <p>Either way, the statute requires a comparison of the four counties against the other set of counties as of the date of the study, inclusive of information in § 9-1106(26)(c) sub-parts (i)-(xiii).</p> <p>Study provides no comparison of the subject counties against other counties. Instead, “benchmark” data is provided.</p> <p>“Given the newness of the Nebraska casino industry, potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets. Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development.” Page 1.</p> <p>From page 48:</p> <p>“This section discusses the potential for social and community impacts by the commercial gaming industry across Nebraska. Since the industry is very new in the state and concentrated in the more populated eastern portion of the state, where commercial casinos have been available for 30 years in Iowa, it is not yet possible to measure impacts of Nebraska casinos. Potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets.</p> <p>Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time. The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how them data is available or which entity provides the service.”</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(26) (c) (i) The population of such counties;	Not done.	<p>Here, and for many of the § 9-1106(26)(c) sub-sections, tables are provided with data / a list of ALL Nebraska counties. Study provides no comparative analysis or discussion of the data. Data is provided as “benchmark” data.</p> <p>A table is provided with a list of ALL counties - “Table 47: Population by County - 2023” but there is no analysis or discussion. Pages 56-58. (Appendix A – “Benchmark County Data”).</p>
(26) (c) (ii) Jobs created by each licensed racetrack enclosure operating games of chance in such counties;	Not done.	<p>The Study does not review job creation or potential job creation in the subject counties and there is no analysis of the subject counties.</p> <p>On pages 49-51, the Study does provide a general discussion, including reference to Massachusetts and California studies. For example:</p> <p>“Employment and Population Growth A community can experience population growth from employment at a casino, resulting in an increase in school enrollment. The Innovation Group has performed several employment analyses and surveys over the years to understand patterns related to casino employment. The Innovation Group has found that casino employment is comprised mainly of workers already residing within, commuting distance: a mixture of previously employed residents looking for a better opportunity or the ability to work closer to home, along with previously unemployed local residents. A recent survey of the Plainridge casino in Plainville, Massachusetts found that the percentage of workers who moved to take the position with Plainridge was a small percentage of the staff. Furthermore, most casino workers had not had prior casino work experience.” Page 49.</p> <p>“The analysis included all California casinos in existence in the 1990s. From their total sample of 156 casino counties, the Rappaport study isolated out 57 counties with large casinos and relatively low population and nine counties with both large casinos and large populations to see if there were statistical differences in terms of community impacts.” Page 50.</p>
(26) (c) (iii) Unemployment rates in such counties;	Not done.	<p>Tables are provided with a list of ALL counties - “Table 48: Nebraska Employment Levels by County” and “Table 49: Unemployment Rates” but there is no analysis or discussion of the data. Pages 58-62. (Appendix A – “Benchmark County Data”).</p> <p>The data is provided for years 2020, 2021, and 2022, which is out of date and arguably irrelevant.</p>
(26) (c) (iv) Information on family and household income in such counties;	Not done.	<p>A table is provided with a list of ALL counties - “Table 50: Average Household Income by County - 2023” but there is no analysis or discussion. Pages 62-64. (Appendix A – “Benchmark County Data”).</p>



Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(26) (c) (v) Retail sales in such counties;	Not done.	A table is provided with a list of ALL counties - “Table 51: Net Taxable Retail Sales by County – 2023” but there is no analysis or discussion. Pages 65-67. (Appendix A – “Benchmark County Data”).
(26) (c) (vi) Property values in such counties;	Not done.	A table is provided with a list of ALL counties - “Table 52: Total Property Value by County” but there is no analysis or discussion. Pages 67-69. (Appendix A – “Benchmark County Data”).
(26) (c) (vii) An analysis of the impact on community services, including police protection expenditures, fire protection expenditures, road, bridge, and sidewalk expenditures, and capital project expenditures in such counties;	Not done.	<p>There is no analysis by county of police protection expenditures, fire protection expenditures, road, bridge, and sidewalk expenditures, and capital project expenditures.</p> <p>On page 55, there is a two-sentence discussion of “Police and Fire Expenditures” and reference to cities of Omaha and Lincoln (as opposed to county).</p> <p>Appendix B provides some 2022-2023 “Benchmark City Data” (not by county).</p>
(26) (c) (viii) Impact on community health in such counties;	Not done.	<p>There is no analysis by county of impact on community health. Some anecdotal information regarding cities (not counties) has been provided on page 55, but the import cannot be understood due to evident typographical errors.</p> <p>“Public Health and Social Services Public health indicators were selected from the Nebraska Public Health Atlas, which is organized [sic] There were only five cities in the group that reported having public health and social services expenditures in 2022: Lincoln, Columbus, Scottsbluff, Sidney, and North Platte. Of these five, Lincoln was the highest.”</p> <p>“Table 59: Public Health and Social Services Expenditures – FY 2022-2023” provides some 2022-2023 city data (not by county), however the table contains numbers for only five of the listed cities in the table. Page 80. (Appendix B – “Benchmark City Data”).</p> <p>Appendix C – “Benchmark Region Data” provides some 2020 data (not by county), which is out of date and arguably irrelevant.</p>
(26) (c) (ix) Divorce rates in such counties;	Not done.	<p>A table is provided with a list of ALL counties - “Table 53: Divorce Rates by County”. Pages 69-71. (Appendix A – “Benchmark County Data”).</p> <p>The data is provided for years 2014, 2015, and 2016, which is out of date and arguably irrelevant.</p>
(26) (c) (x) Information on available education and education levels in such counties;	Not done.	Tables are provided with a list of ALL counties - “Table 54: Highest Degree Achieved by County – 2023” and “Table 55: Number of Community College, College, and Universities by County” but there is no analysis or discussion. Pages 71-76. (Appendix A – “Benchmark County Data”).
(26) (c) (xi) Life expectancy in such counties;	Not done.	A table is provided with a list of ALL counties - “Table 56: Average Life Expectancy” but there is no analysis or discussion. Pages 76-78. (Appendix A – “Benchmark County Data”).
(26) (c) (xii) Homelessness in such counties; and	Not done.	The Study is silent regarding homelessness in the subject counties. Benchmark data is not provided.

Attachment A: List of Statutory Failures

<b>Statute Section / Language of Neb. Rev. Stat.</b>	<b>Satisfaction of Statute</b>	<b>Reference and Notes</b>
(26) (c) (xiii) Any other data and analysis required by the commission;		



January 12, 2024

VIA EMAIL: [dennis.lee@nebraska.gov](mailto:dennis.lee@nebraska.gov)  
Hon. Dennis Lee  
Nebraska Racing and Gaming Commission  
3401 Village Drive, Suite 100  
Lincoln, NE 68516

RE: Gaming and Horseracing Market Analysis and Socioeconomic Study

Dear Chairman Lee:

The Gaming and Horseracing Market Analysis and Socioeconomic Study (“Study,”) authored by Innovation Group fails to meet the statutory requirements of Neb. Rev. Stat. § 9-1106 and, therefore, the Nebraska Racing and Gaming Commission (“NRGC”) is precluded from considering any new racetrack and/or gaming licenses at this time. Indeed, this Study is premature and raises serious conflict of interest concerns. We ask that this Study be shelved and another one ordered pursuant to a formal Request for Proposal (“RFP”) that screens for conflicts of interest, after adequate data is available. If the Study is to be relied upon in any way, any conclusions drawn regarding the proposed Bellevue facility must be that it is a clear detriment to the statewide gaming and horseracing market and the NRGC is precluded from approving their proposal pursuant to Neb. Rev. Stat. § 9-1106.

## DISCUSSION

### A. The Study is Premature and Lacks Statutorily Required Information

State law requires three specific studies related to horseracing, casino gaming, and their socioeconomic effects. These studies must be completed “as soon as practicable but not later than January 1, 2025.” The purpose of this deadline is to provide sufficient time for existing operators to fully open their gaming operations.

The Study provided to NRGC is premature and does not satisfy the requirements of the statute. There are currently only three modest temporary gaming operations open and none yet in Omaha—the largest market. Without full-scale operations, there is no actual data to consider, no way to reliably determine market potential, and no way to reliably predict the effect of new entrants to the market. In short, given the absence of actual data, it is not currently practicable to perform either study required by statute. The Study provided to NRGC contains only projections and thus fails to meet the requirements of the statute. The Study should be set aside until existing operators are fully open, so that a study can be based on actual data as opposed to projections.

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Even if projections without actual data were permitted by the statute—which they are not—the projections used in the Study are still unreliable. The Study is required to analyze three primary components: gaming, horseracing, and the socioeconomic impact of gaming in Nebraska, both on a statewide and county specific basis (for Adams, Dakota, Douglas, Hall, Lancaster, and Platte). None of the three components were sufficiently addressed to make any actual long-term decisions as anticipated by the state law. Specific statutory failures are outlined in the attached Exhibit and discussed further below.

### **1. Gaming Component**

We support WarHorse’s position stated in their January 12<sup>th</sup> letter submitted to the NRGC concurrently with this letter that, due to its premature release, the Study contains no actual data from the full operations of the existing gaming operations and is subject to factual disputes. Additionally, as provided in the attached exhibit, several requirements of Neb. Rev. Stat. § 9-1106(25) were not met. Pursuant to the statute, the NRGC must wait until adequate data is available.

### **2. Horseracing Component**

There was no substantive analysis of the horse racing market as required by the statute. Please see the specific statutory failures attached hereto. Failing to follow the statute supports the unreliability of the Study. Specifically, we find the following:

- The consultant did not contact any of the existing racetracks to inquire about their plans to add races, or what measures they planned to take to attract horses.
- There was no evidence submitted about the number of horses entered at thoroughbred tracks across the country, or how many horses have historically been entered at Nebraska tracks.
- The consultant also did not collect any information on the planned season among the existing thoroughbred tracks or how they planned to fill the calendar. The existing thoroughbred tracks have worked collaboratively to maximize the schedule and attract out of state horses.
- There was no data collected regarding purses or potential increased purses at all. No inquiries were made concerning what purse money would be available in projections. This is especially important since each track has discretion to set its own purses.
- There was no examination of potential overlapping dates, or if this was even contemplated in the study.
- There was no examination of how many horses would be available, including horses coming from other racetracks, particularly from other Midwest tracks, or from tracks that are contemplating closure, such as Turf Paradise or Colorado.
- There is no examination at all of the strength of the potential and ongoing simulcast market. Especially troubling is that the consultant has no awareness of the federal law recently passed that has had a significant impact on the Nebraska and national simulcast market, with Fonner Park being impacted in particular. Fonner Park has a robust interest in its live racing signal, but has been completely hobbled by this

federal legislation. This needs to be considered when contemplating the racing market in Nebraska.

- There is no mention whatsoever of the current staffing issues at each racetrack, including two unfilled positions in the adjudicating body of racing—the Board of Stewards. Due to retirement, two of the three positions are unfilled, including the State Steward. The consultant seems to have absolutely no awareness of this situation. This is just one critical staffing issue that the consultant did not address at all.
- The consultant also ignored all potential negative impacts that a new racing license would have on the industry as it affects the racing industry. The consultant focused only on gaming, while it totally disregarded the impacts on racing and simulcasting. According to the Nebraska Constitution and Nebraska State Statutes, a gaming license cannot be issued without a racing license. Therefore, the gaming markets shouldn't have even been examined without a thorough study of the racing market. The opposite happened in this case—speculative markets that have not even applied for a license were examined for impacts on the market, while almost no research was done on racing at all.

As mentioned previously, the consultant did not examine the ability for Nebraska tracks to attract out of state owners and trainers, either for breeding or racing. AkSarBen was the lifeblood of national racing for the majority of its operation, and as a result, many owners and trainers nationally have a connection to Nebraska and would be inclined to return. There was no consideration of this critical factor at all. It was as if the consultant considered racing irrelevant and only focused on gaming. We wish to remind the NRG that the initiatives passed in 2020 were intended to reinvigorate the racing industry in the state, and in particular, the thoroughbred industry. A gaming license CANNOT be issued without a viable racing license.

In sum, the Study does not comply with the statute and, to the extent the Study is premature, we ask that another study be ordered pursuant to a formal RFP after adequate data is available.

### **3. Socioeconomic Component**

The Study itself stated: “Since the industry is very new in the state . . . it is not yet possible to measure impacts of Nebraska Casinos.” Indeed, Innovation Group itself acknowledged the fact that the Study is too premature to even address one of the three components that the Unicameral is concerned with in issuing new licenses. Again, the Study does not comply with the statute and, to the extent the Study is premature, we ask that another study be ordered pursuant to a formal RFP after adequate data is available.

Interestingly, the Study addresses items that are vastly different than, and outside the scope of, the statutory directives. The statute does allow for the NRG to direct additional items to be studied, but without direct knowledge of such directives, we question whether any interests specific to the Innovation Group or its clients may have influenced the Study as discussed in the next section.

#### **B. Conflicts of Interest**

Like WarHorse, we are also concerned that the Innovation Group has significant conflicts of interests that may directly impact its ability to provide an unbiased Study due to its extensive existing relationships with Iowa and Nebraska gaming operators. The Innovation Group lists their

clients on their website, which include Ceasars, Penn National, Churchill Downs, Elite Gaming, and the Iowa Racing and Gaming NRG. Ceasars is the owner of Harrah's and the Horseshoe in Council Bluffs, as well as the developer of the Columbus facility in Nebraska. Penn National is the owner of the Ameristar Casino in Council Bluffs. Churchill Downs owns a gaming operation in Sioux City and is a direct competitor with the WarHorse South Sioux City, Nebraska facility. Elite Gaming owns three gaming facilities in Iowa and is the Grand Island operator. Elite gaming is also the entity proposing the Ogallala quarter horse racetrack. The city of Bellevue also cited an Elite Study in their press release.

Furthermore, in 2022, Innovation Group performed a study for the Iowa Racing and Gaming NRG about the impact of gaming expansion in Nebraska. There was a second consultant also hired by Iowa to execute the same study for IRGC. The Iowa conflict is very troubling because the 2022 study predicted that the casinos in Omaha and South Sioux City would negatively impact Iowa by \$192MM. Indeed, Iowa extracts approximately \$500MM per year in gaming revenue from Nebraska. Iowa certainly stands to gain from this Study that considers the dilution and weakened competitive position of the Omaha casinos licensed by the NRG. We are concerned that this prior relationship may have improper implications on the Study's findings.

### **C. Study Shows that Bellevue Proposal is Detrimental to Statewide Racing and Gaming Market**

We reiterate that the numbers in the Study are too premature and speculative to rely on and that it fails to meet its statutory requirements necessary to consider the addition of new racing and gaming licenses. However, at face value, the Study shows that the proposed Bellevue gaming operation is a **detriment** to the existing gaming and horseracing market. Statute § 9-1106 provides:

**“The NRG shall deny a licensed racetrack enclosure or gaming operator license application if it finds that approval of such application in such placement and location would be detrimental to the racing or gaming market that exists across the state based on the most recent statewide horseracing market analysis, statewide casino gaming market analysis, and statewide socioeconomic impact studies...”**

The proposed Bellevue facility is a clear detriment to the existing horseracing market. The Horseman will lose revenue of approximately three million dollars, which goes directly into purses to support the growth in thoroughbred horseracing. The Study is clear that the Bellevue facility is not only detrimental, but also unnecessary. On page 3, the Study explicitly provides that the existing racing licenses have the capacity to allow for a “tripling or quadrupling of racing in Nebraska” and the data does not support the addition of more racing licenses. By law, a gaming license is predicated on a racing license and without data supporting the addition of more racing licenses, additional gaming licenses should not be considered.

In fact, WarHorse Gaming Omaha is specifically and meticulously planned to both expand and support the entirety of the Omaha market. If the Omaha market is further divided by a Bellevue facility, it will limit the amount of investment that can be made in each facility and damage HBPA's plan which was designed to fully and completely serve the identified demand in gaming, but especially racing. In fact, the next planned phase in Omaha included extensive facilities for live racing, simulcasting, and sports betting. If the Commission allows a Bellevue location to be contemplated, this seriously impacts our ability to obtain financing to complete the racing part of the project in Omaha. Without that phase, the HBPA will never be able to realize its dream of bringing bigger purses and more live days to Omaha. This has been the HBPA's goal since

AkSarBen closed in 1996.

We agree with WarHorse as stated in their January 12<sup>th</sup> letter to the NRGC that moving the existing Hastings racing license to Ogallala, an underserved market, does not appear to be detrimental to the statewide gaming or horseracing market. Indeed, moving the Hasting license to Ogallala is *the only* scenario where all licensees benefit. The addition of a Bellevue license will come at the expense *of all six* of the existing facilities.

For the reasons above, the Study provides that the proposed Bellevue facility is detrimental to both the statewide gaming market and horseracing market and, therefore, the NRGC is precluded by statute from approving such proposal.

### CONCLUSION

In summary, we believe the Study is flawed for several reasons. First, the Study is premature and fails to meet statutory requirements. Failure to address the statute precludes the NRGC from approving proposals or applications for *new* gaming or racing licenses, including the Bellevue proposal. Secondly, there is a clear conflict of interest with respect to the Innovation Group, which has a prior relationship with the state of Iowa, existing Iowa operators and existing Nebraska operators. Finally, if the Study is to be relied upon in any way, any conclusions drawn regarding the proposed Bellevue facility must be that it would be a detriment to the statewide gaming and horseracing market and the NRGC is precluded from approving its proposal pursuant to Neb. Rev. Stat. § 9-1106. At most, even if taken at face value, the Study could be read to support a proposed transfer of the racing license from Hastings to Ogallala.

Ultimately, we ask that this Study be shelved and another one ordered pursuant to a formal RFP that screens for conflicts of interest, after adequate data is available. If the Study is used it all, it should only be used to support the move of the Hastings racetrack license to Ogallala. Any further consideration of new proposed tracks (including the Bellevue proposal) must be delayed until a new study is completed with adequate data that meets all statutory requirements.

Sincerely:



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Gerald "Wally" Wollesen, President  
Nebraska HBPA

cc: Diane Osterloo: [diane.osterloo@nebraska.gov](mailto:diane.osterloo@nebraska.gov)

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
<p>§ 9-1106(24)</p> <p>The commission shall: . . . [c]onduct or cause to be conducted a statewide horseracing market analysis to study the racing market as it currently exists across the state and within the locations in Nebraska of the racetracks in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties as of the date of the market analysis. Such market analysis shall be completed as soon as practicable but not later than January 1, 2025, and every five years thereafter and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor.</p>	<p>Across the state of Nebraska as a whole – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties – Not done.</p>	<p>The Study provides “tables highlighting historical statistics regarding the current state of horse racing industry across Nebraska” on pages 2-8.</p> <p>On page 3, the Study concludes “there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska” and “the data do not support the addition of more racing licenses.”</p> <p>However, the Study does not provide an analysis of Nebraska’s statewide horseracing market, and then of the racing markets within the six subject counties prior to reaching conclusion.</p>
<p>Such market analysis shall examine the market potential and make recommendations involving:</p> <p>(24) (a) The number of live racing days per track, number of races run, and number of horses that should be entered per race;</p>	<p>Not done.</p>	<p>The Study provides historical racing data of fluctuating depth and length of time depending upon the racetrack location, but the Study provides no discussion of the “number of live racing days per track, number of races run, and number of horses that should be entered per race.” § 9-1106(24)(a).</p>
<p>(24) (b) The number of Nebraska-bred horses available in the market for running races, including foals dropped in the state for the past three years at the time of the market analysis;</p>	<p>Not done.</p>	<p>The Study does reference Nebraska-bred thoroughbred foal numbers for the past three (and more) years; however, the Study does not include data or analysis regarding the availability of those Nebraska-bred horses for running races. § 9-1106(24)(b).</p>
<p>(24) (c) The circuit scheduled in the state and if any overlapping dates would be beneficial to the circuit and market as a whole;</p>	<p>Not done.</p>	<p>The Study provides historical racing statistics of fluctuating depth and length of time depending upon the racetrack location, but the Study provides no discussion of “the circuit scheduled in the state and if any overlapping dates would be beneficial to the circuit and market as a whole.” § 9-1106(24)(c).</p>
<p>(24) (d) The total number of horses available for the total annual schedule, with separate analysis for thoroughbred races and quarterhorse races;</p>	<p>Not done.</p>	<p>The Study does reference quarterhorse breeding data and new registrations in Nebraska, as well as thoroughbred breeding data and registrations on pages 7 and 8, however; this does not give way to discussion of “the total number of horses available for the total annual schedule, with separate analysis for thoroughbred races and quarterhorse races.” § 9-1106(24)(d).</p>
<p>(24) (e) The purse money available per race and per track;</p>	<p>Not done.</p>	<p>The Study provides historical racing data inclusive of purse sizes depending upon the racetrack location, but the Study provides no general analysis or discussion of the “purse money available per race and per track” across the state and at each location. § 9-1106(24)(e).</p>
<p>(24) (f) The strength of the potential and ongoing simulcast market;</p>	<p>Not done.</p>	<p>The Study does not discuss the “strength of the potential and ongoing simulcast market” either across the state or at per location basis. § 9-1106(24)(f).</p>
<p>(24) (g) The staffing patterns and problems that exist at each track, including unfilled positions;</p>	<p>Not done.</p>	<p>The Study is silent regarding “staffing patterns and problems that exist at each track, including unfilled positions.” § 9-1106(24)(g).</p>



Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(24) (h) The positive and negative effects, including financial, on each existing racetrack at the time of the market analysis in the event the commission approves a new racetrack application;	Not done.	The Study does indicate, on page 3:  “As the following tables show, there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska. The data do not support the addition of more racing licenses.”  However, there is no analysis of the potential impact upon existing racetracks should a new racetrack application be approved.  Further, the Study notes gaming and racing licenses are inextricably intertwined in Nebraska but does not analyze or discuss this for market study purposes.
(24) (i) The potential to attract new owners and horses from other states;	Not done.	The Study is silent in this area.  The Study provides a “Comparable State Analysis”, discussing, Pennsylvania and Wyoming. Pages 9-12. This looks anecdotally at other states, suggesting “[f]unding enhancements from casino revenue for breeding and purses can have a positive impact on a state’s horse racing industry.” Page 9. However, it is not an analysis of the potential to attract new owners and horse from other states.
(24) (j) The market potential for expansion at each licensed racetrack enclosure to the live race meet days and the number of live horseraces required by section 2-1205, and the room for expansion, if any, for additional licensed racetrack enclosures into the market in Nebraska and the locations most suitable for such expansion; and	Not done.	The Study does indicate, on page 3:  “As the following tables show, there is more than sufficient capacity with the state’s existing six racing licenses to allow for a tripling or quadrupling of racing in Nebraska. The data do not support the addition of more racing licenses.”  The Study does not provide full analysis of “market potential for expansion at each licensed racetrack enclosure to the live race meet days and the number of live horseraces required by section 2-1205”. § 9-1106(24)(j).
(24) (k) Any other data and analysis required by the commission;  § 9-1106 (25) The commission shall: . . . [c]onduct or cause to be conducted a statewide casino gaming market analysis study across the state and within each location of a racetrack in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. Such market analysis study shall be completed as soon as practicable but not later than January 1, 2025, and every five years thereafter and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor.  The market analysis study shall include:	Across the state of Nebraska as a whole – Not done.  Within the locations in Nebraska of the racetracks in [the six] counties – Not done.	“The Nebraska market has been grouped into 27 distinct market areas, from which different participation rates may be expected depending on the level and location of competition that is present in the market.” Page 25.  Statute requires a statewide study, however the “27 distinct markets” also include territory outside of Nebraska.  It also is not clear that breaking down the state into “markets” for analysis (different than the six counties) is consistent with what is requested in statute.

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(25) (a) A comprehensive assessment of the potential casino gaming market conditions;	Not done per language of the statute.	As for study within locations of the racetracks, as required by statute, the Study does not analyze the subject locations of Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. There is passing mention of “the six current racino licenses holders in their current locations” on page 30, but the subject counties are not analyzed.
(25) (b) An evaluation of the effects on the Nebraska market from competitive casino gaming locations outside of the state;	Not done per language of the statute.	As with § 9-110(25) above, Nebraska is not assessed as a whole and then by subject county. The Study does not contain consideration of known information about and from current gaming operations to date (from operators with licenses), which would bear upon an assessment of potential casino gaming market conditions across the state and in the subject counties. The Study provides, on page 13: “The Nebraska competitive set includes 32 properties across Nebraska, Iowa, Kansas, South Dakota, and Missouri. In total, the market consists of almost 19,000 slot machines, roughly 460 tables, and more than 2,100 hotel rooms.” There is discussion of six states (Missouri, Kansas, Iowa, Nebraska, South Dakota, and Colorado), including commercial and tribal gaming properties. Pages 13-22. Study provides nearly full-page background analysis of IGRA. Page 13. It is not evident that the properties used representing the competitive set are necessarily relevant or representative of the competitive set for Nebraska, and it is not clear that background discussion is tailored for the Nebraska market or its gaming history. In fact, the analysis appears to be a replication of the competitive set used in the 2022 Iowa market report by the Innovation Group.
(25) (c) Information identifying underperforming or underserved markets within Nebraska;	Not done.	This is not discussed.
(25) (d) A comprehensive study of potential casino gaming revenue in Nebraska; and	Not done per language of the statute.	As with § 9-110(25) and § 9-110(25)(a) above, Nebraska is not assessed as a whole and then by subject county. The Study does not contain consideration of known information about and from current gaming operations to date (from operators with licenses), which would bear upon an assessment of potential casino gaming revenue across the state and in the subject counties.
(25) (e) Any other data and analysis required by the commission;		

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
<p>§ 9-1106 (26)</p> <p>The commission shall: . . . [c]onduct or cause to be conducted a statewide socioeconomic-impact study of horseracing and casino gaming across the state and at each licensed racetrack enclosure and gaming facility in Adams, Dakota, Douglas, Hall, Lancaster, and Platte counties. Such socioeconomic-impact study shall be completed as soon as practicable but not later than January 1, 2025, and shall be submitted electronically to the General Affairs Committee of the Legislature and to the Governor. The study shall include:</p>	<p>Across the state of Nebraska as a whole for horseracing – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties for horseracing – Not done.</p> <p>Across the state of Nebraska as a whole for casino gaming – Not done.</p> <p>Within the locations in Nebraska of the racetracks in [the six] counties for casino gaming – Not done.</p>	<p>As discussed in sub-sections below, Study provides no statewide or per subject county socioeconomic casino gaming analysis. “Benchmark” data is provided.</p> <p>The Study cites newness of Nebraska casino industry for lack of analysis.</p> <p>Not does Study provide statewide or per subject county socioeconomic-impact study of horseracing, for which newness is <i>not</i> a factor.</p> <p>The Study does not address reasons for this.</p> <p>“Given the newness of the Nebraska casino industry, potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets. Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development.” Page 1.</p> <p>From page 48:</p> <p>“This section discusses the potential for social and community impacts by the commercial gaming industry across Nebraska. Since the industry is very new in the state and concentrated in the more populated eastern portion of the state, where commercial casinos have been available for 30 years in Iowa, it is not yet possible to measure impacts of Nebraska casinos. Potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets.</p> <p>Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time. The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how them data is available or which entity provides the service.”</p>
<p>(26) (a) Information on financial and societal impacts of horseracing and casino gaming, including crime and local businesses;</p>	<p>Not done.</p>	<p>Anecdotal information is provided. For example, page 51 discusses a study relating to “three counties in southern California: Riverside, San Bernardino, and San Diego”. Also, see Appendix E, Page 99:</p> <p>“The societal and community impacts of gaming development have been extensively studied. In many areas research findings have been inconclusive and thus considerable resources continue to be devoted to researching possible negative impacts given the unique nature of gaming compared to other commercial enterprises.”</p>
<p>(26) (b) An analysis of problem gambling within the state; and</p>	<p>Not done.</p>	<p>The Study indicates on page 52:</p> <p>“Since gambling (tribal casinos and lottery) already is prevalent in Nebraska and adjacent states, it is reasonable to assume a problem gambling population currently exists. In other words, those with a propensity for problem gambling already have ready access to</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(26) (c) A comparison of the economy of counties which contain a licensed racetrack enclosure operating games of chance and counties which do not contain such a licensed racetrack enclosure as of the date of the study, which comparison shall include:	Not done.	<p>gambling products, so this expansion of gaming is likely to impact the population of problem gamblers only marginally.”</p> <p>“Appendix D: Problem Gambling Mitigation” also appears to provide general topical information.</p> <p>The Study does not analyze problem gambling / gaming within Nebraska or review Nebraska’s newer problem gaming initiatives and supportive infrastructure.</p> <p>Plain language of statute requires a straight “comparison of the economies of counties [of Douglas, Lancaster, Hall, and Platte] and counties which do not contain such a licensed racetrack enclosure as of the date of the study.” § 9-1106(26)(c).</p> <p>The definition of “counties which do not contain such a licensed racetrack enclosure” is ostensibly every other county in Nebraska (but could be read as the counties with licensed racetrack enclosures not operating games of chance).</p> <p>Either way, the statute requires a comparison of the four counties against the other set of counties as of the date of the study, inclusive of information in § 9-1106(26)(c) sub-parts (i)-(xiii).</p> <p>Study provides no comparison of the subject counties against other counties. Instead, “benchmark” data is provided.</p> <p>“Given the newness of the Nebraska casino industry, potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets. Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska-casino development.” Page 1.</p> <p>From page 48:</p> <p>“This section discusses the potential for social and community impacts by the commercial gaming industry across Nebraska. Since the industry is very new in the state and concentrated in the more populated eastern portion of the state, where commercial casinos have been available for 30 years in Iowa, it is not yet possible to measure impacts of Nebraska casinos. Potential impacts from Nebraska casino development would not be reflected yet in county data or municipal budgets.</p> <p>Therefore, in this report we provide benchmarks of socio-economic indicators from pre-Nebraska casino development. These benchmarks can be compared in future reports with future data to assess the socio-economic impacts of Nebraska casino development over time. The relevant benchmark data is presented on a county, municipal, and regional basis, depending on how them data is available or which entity provides the service.”</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(26) (c) (i) The population of such counties;	Not done.	<p>Here, and for many of the § 9-1106(26)(c) sub-sections, tables are provided with data / a list of ALL Nebraska counties. Study provides no comparative analysis or discussion of the data. Data is provided as "benchmark" data.</p> <p>A table is provided with a list of ALL counties - "Table 47: Population by County - 2023" but there is no analysis or discussion. Pages 56-58. (Appendix A - "Benchmark County Data").</p>
(26) (c) (ii) Jobs created by each licensed racetrack enclosure operating games of chance in such counties;	Not done.	<p>The Study does not review job creation or potential job creation in the subject counties and there is no analysis of the subject counties.</p> <p>On pages 49-51, the Study does provide a general discussion, including reference to Massachusetts and California studies. For example:</p> <p>"Employment and Population Growth  A community can experience population growth from employment at a casino, resulting in an increase in school enrollment. The Innovation Group has performed several employment analyses and surveys over the years to understand patterns related to casino employment. The Innovation Group has found that casino employment is comprised mainly of workers already residing within, commuting distance: a mixture of previously employed residents looking for a better opportunity or the ability to work closer to home, along with previously unemployed local residents. A recent survey of the Plainridge casino in Plainville, Massachusetts found that the percentage of workers who moved to take the position with Plainridge was a small percentage of the staff. Furthermore, most casino workers had not had prior casino work experience." Page 49.</p> <p>"The analysis included all California casinos in existence in the 1990s. From their total sample of 156 casino counties, the Rappaport study isolated out 57 counties with large casinos and relatively low population and nine counties with both large casinos and large populations to see if there were statistical differences in terms of community impacts." Page 50.</p>
(26) (c) (iii) Unemployment rates in such counties;	Not done.	<p>Tables are provided with a list of ALL counties - "Table 48: Nebraska Employment Levels by County" and "Table 49: Unemployment Rates" but there is no analysis or discussion of the data. Pages 58-62. (Appendix A - "Benchmark County Data").</p> <p>The data is provided for years 2020, 2021, and 2022, which is out of date and arguably irrelevant.</p>
(26) (c) (iv) Information on family and household income in such counties;	Not done.	<p>A table is provided with a list of ALL counties - "Table 50: Average Household Income by County - 2023" but there is no analysis or discussion. Pages 62-64. (Appendix A - "Benchmark County Data").</p>

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat.	Satisfaction of Statute	Reference and Notes
(26) (c) (v) Retail sales in such counties;	Not done.	A table is provided with a list of ALL counties - "Table 51: Net Taxable Retail Sales by County – 2023" but there is no analysis or discussion. Pages 65-67. (Appendix A – "Benchmark County Data").
(26) (c) (vi) Property values in such counties;	Not done.	A table is provided with a list of ALL counties - "Table 52: Total Property Value by County" but there is no analysis or discussion. Pages 67-69. (Appendix A – "Benchmark County Data").
(26) (c) (vii) An analysis of the impact on community services, including police protection expenditures, fire protection expenditures, road, bridge, and sidewalk expenditures, and capital project expenditures in such counties;	Not done.	There is no analysis by county of police protection expenditures, fire protection expenditures, road, bridge, and sidewalk expenditures, and capital project expenditures.  On page 55, there is a two-sentence discussion of "Police and Fire Expenditures" and reference to cities of Omaha and Lincoln (as opposed to county).  Appendix B provides some 2022-2023 "Benchmark City Data" (not by county).
(26) (c) (viii) Impact on community health in such counties;	Not done.	There is no analysis by county of impact on community health. Some anecdotal information regarding cities (not counties) has been provided on page 55, but the import cannot be understood due to evident typographical errors.  "Public Health and Social Services Public health indicators were selected from the Nebraska Public Health Atlas, which is organized [sic] There were only five cities in the group that reported having public health and social services expenditures in 2022: Lincoln, Columbus, Scottsbluff, Sidney, and North Platte. Of these five, Lincoln was the highest."  "Table 59: Public Health and Social Services Expenditures – FY 2022-2023" provides some 2022-2023 city data (not by county), however the table contains numbers for only five of the listed cities in the table. Page 80. (Appendix B – "Benchmark City Data").  Appendix C – "Benchmark Region Data" provides some 2020 data (not by county), which is out of date and arguably irrelevant.
(26) (c) (ix) Divorce rates in such counties;	Not done.	A table is provided with a list of ALL counties - "Table 53: Divorce Rates by County". Pages 69-71. (Appendix A – "Benchmark County Data").  The data is provided for years 2014, 2015, and 2016, which is out of date and arguably irrelevant.
(26) (c) (x) Information on available education and education levels in such counties;	Not done.	Tables are provided with a list of ALL counties - "Table 54: Highest Degree Achieved by County – 2023" and "Table 55: Number of Community College, College, and Universities by County" but there is no analysis or discussion. Pages 71-76. (Appendix A – "Benchmark County Data").
(26) (c) (xi) Life expectancy in such counties;	Not done.	A table is provided with a list of ALL counties - "Table 56: Average Life Expectancy" but there is no analysis or discussion. Pages 76-78. (Appendix A – "Benchmark County Data").
(26) (c) (xii) Homelessness in such counties; and	Not done.	The Study is silent regarding homelessness in the subject counties. Benchmark data is not provided.

Attachment A: List of Statutory Failures

Statute Section / Language of Neb. Rev. Stat. (26) (c) (xii) Any other data and analysis required by the commission;	Satisfaction of Statute	Reference and Notes



AKSARBEN EQUINE INC.

10308 S. 23rd St. • Bellevue, NE 68123

January 18, 2024

Nebraska State Racing Commission  
3401 Village Drive, Suite 100  
Lincoln, NE 68516

Dear Chairman Lee and Commissioners of the Nebraska Racing and Gaming Commission:

The state legislature asked for a gaming and horse racing analysis and socioeconomic study per statute. The horse racing analysis was required to “Examine the market potential and make recommendations” involving eleven factors. The Innovation study largely ignored over half the items required by the legislature and falls woefully short of providing the information the racing commission needs to determine if horse racing could be expanded in our state. This study undercuts the market significantly.

The Innovation study lists capacity as the factor that determines if more horse tracks could be added. It is noteworthy that was not a statutory requirement set by the legislature, only that minimum race days and races to be run. If that is the deciding factor why even do a study? One track could conceivably run the 175 days the study mentions regarding the 1975 figures. The currently licensed tracks will not get back to those numbers of racing days at competitive purse structures due to the economics. The Nebraska horse market will be better served by having more tracks operating efficiently and paying out competitive purses that are supplemented by their attached casinos.

LB876 as passed, item (e) which is the purse money available per race and per track of existing licenses and item (i) potential to attract new owners and horses from out of state are two critical factors in the future growth of horse racing in Nebraska. Those two factors are way more important than track capacity. From a chart on Horse Racing Nation that ranked 56 tracks in America by average purse money per day Fonner Park, our leading track currently ranks 55<sup>th</sup> in average purse dollars per day of \$61K. Their recently announced 20% increase in purses will keep them in 55<sup>th</sup> place. Remington Park (262K), Canterbury Park (211K), and Prairie Meadows (201K) are tracks in the Midwest that Nebraska will be competing against for horses and new owners. In 2023 the Iowa bred maiden races paid \$43,000 purses, in Nebraska it was slightly under \$10,000. Where would you breed your horses? It is unfortunate the study ignored this purse study requirement as well as the requirement to look at most suitable locations for track expansion.

The distinction between the thoroughbred and quarter horse breed is important and is noted in the study. Not only does it apply to the horses themselves but also the owners and the horse players. Nebraska needs a horse racing circuit of quarter horse tracks. That will make the biggest impact on breeding in the state and is the best chance to attract horses and owners from other states.





AKSARBEN EQUINE INC.

10308 S. 23rd St. • Bellevue, NE 68123

Another issue we have with the study is that it is a significant outlier from other studies in forecasting the revenue potential of the Omaha/Bellevue market. This is important because of the requirement of evaluating whether additional racing licenses would be detrimental to the horse racing and gaming market in the state. The studies that our group and others have done show that an additional license in Bellevue would have a net increase of approximately \$50M or 26%. In no way would this be detrimental to the overall Nebraska Racing and Gaming market. It would however increase the benefits to horse industry stakeholders, property tax paying residents and host communities.

Sincerely,

A handwritten signature in cursive script that reads "John Hassett". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

JOHN HASSETT

Director, Aksarben Equine, Inc.



To: Director Tom Sage and Ryan Forrest

January 10, 2024

Subject: Request for Columbus Exposition & Racing (CER) License Transfer January 19, 2024

Dear Commission,

As we are all aware, Horse Racing has been conducted at Agricultural Park in Columbus, NE for more than 80 years. CER was able to successfully conduct racing but conditions in some areas were less than ideal. Recently, with the passing of the Casino initiative, CER has an opportunity to upgrade Horse Racing in Columbus with a state of the art racing facility. With the partnership of Harrah's, CER is building a first class Horse Racing Track at the historic Wishbones site in Columbus just off the heavily trafficked Highway 81. The license transfer will be to a NEW 1 mile racing surface with an all new race track base and cushion, barns, rails, grandstand, Jockey Quarters, Racing Office, Paddock, Plaza and many more amenities that were not available at Ag Park. In addition, security will be greatly improved with barns and test barns in one secured/fenced location and superior ability to monitor horses and racing personnel.

We request the CER Licenses for live and simulcast racing transfer from;

Agricultural Park

822 15th Street

Columbus, NE 68601

To

CER/ Harrah's Race Course

5944 Howard Boulevard

Columbus, NE 68601

Please accept the NEW Application for Transfer of the license for approval.

Sincerely

Dan Clarey

A handwritten signature in black ink that reads "Dan Clarey". The signature is written in a cursive, flowing style.

Columbus Exposition & Racing

January 8, 2024

**VIA EMAIL [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov) & [Ryan.Forrest@nebraska.gov](mailto:Ryan.Forrest@nebraska.gov)**

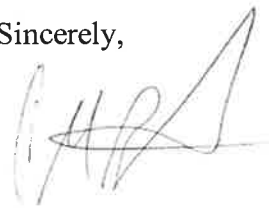
Nebraska Racing & Gaming Commission  
[Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov) & [Ryan.Forrest@nebraska.gov](mailto:Ryan.Forrest@nebraska.gov)  
Nebraska Racing & Gaming Commission  
3401 Village Drive, Suite #100  
Lincoln, NE 68516

Re: Transfer of CER Racing License and CER Simulcast License

Dear Director Sage and Mr. Forrest,

Columbus Exposition and Racing, Inc. ("CER") is submitting an updated Racing License Application and an updated Simulcast License Application in conjunction with CER's request to transfer both licenses from the existing CER racing site at Ag Park in Columbus, Nebraska to the new racing site located at 5944 Howard Boulevard, Columbus, Nebraska. The only change associated with the updated license applications is the change in the physical address for CER's racing site. The updated license applications are submitted as a part of CER's license transfer request. Should you have any questions or need any additional information, please do not hesitate to let me know.

Sincerely,



Christopher Bikus

CC: CER Board

NOTE: This application must be filed with the Commission at least sixty (60) days prior to the first race day.

NEBRASKA RACING AND GAMING COMMISSION
APPLICATION FOR LICENSE

Submit to: Nebraska Racing & Gaming Commission, 3401 Village Drive, Ste. 100, Lincoln NE 68516
License Fee of \$ 50.00 per race day accompanies this application.

Pursuant to the provisions of the Revised Statutes of Nebraska, Reissue of 1962 and 1965 Supplement. Thereto Article 12, Section 2-1201 through 2-1219 providing for the licensing and authorizing the racing of horses under the "Pari-mutuel" or "Certificate" System, hereby make application for a State License to conduct horse races and to use in connection therewith the said "Pari-mutuel or Certificate System" of contribution and distribution of money as set forth in said act.

The undersigned respectfully shows that: Columbus Exposition & Racing

1. The applicant is a non-profit sharing LLC Corp (HERE STATE WHETHER ASS'N OR CORP.) having its office or principal place of business at 5944 Howard Boulevard Columbus Platte, Nebraska. (IF CORPORATION THE NAME OF THE STATE OF ITS INCORPORATION) Nebraska

2. The names and addresses of all officers and directors of applicant are as follows:

- 3. Dan Clarey 304 SE Calle Colombo Columbus, NE
4. Tom Jackson 27901 Woodside Dr Columbus, NE
5. Chad Sucha 4814 37th Street Columbus, NE
6. Russ Placzek 2062 37th Ave Columbus, NE

7. The land upon which applicant's plant is erected is owned by Convergence LLC and is located at 5944 Howard Boulevard Columbus Platte, Nebraska. STREET ADDRESS CITY OR TOWN COUNTY

8. The proposed dates of the meeting are for 15 days from May 17th, 2024 to June 16th, 2024, both inclusive, between the hours of 1:00 PM to 7:00 PM

9. License Fee of \$ 50.00 per race day accompanies this application.

10. Applicant agrees to furnish any additional information requested by the Commission as provided by law.

11. Applicant further specifically states, that no other person, other than those named herein, has any interest, directly or indirectly, in the race course described, and that the applicant has no agreement, tacit or express, or understanding, express or implied, with any other person whereby such other person is to have, directly or indirectly, any interest whatever in the license to be issued on this application of the racing of horses thereunder, or the operation at said race course of said "Pari-mutuel or Certificate System."

12. Applicant further represents that said races will be conducted and the Pari-mutuel or Certificate System will be operated in accordance with aforementioned law and in strict compliance with the rules and regulations made and promulgated by the Nebraska Racing & Gaming Commission, and that they are ready, able and willing to give bond as required by law, in such sum as the Commission may require and fix upon granting the license applied for and they are ready, able and willing to pay the license fee required by law, and in all other respects to comply with said statutes, rules and regulations.

(Signed) [Signature] TITLE OF AFFIANT

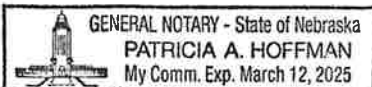
ACKNOWLEDGMENT

STATE OF NEBRASKA,

County of Platte ss,

Russell Placzek being first duly sworn, says that he is the president of Columbus Exposition and Racing and the statements and answers made in the foregoing application are true.

Subscribed and sworn to before me this 29th day of December



[Signature] NOTARY PUBLIC

NE RACING & GAMING COMMISSION  
STATE OF NEBRASKA

APPLICATION FOR SIMULCASTING FACILITY LICENSE

To: Nebraska Racing & Gaming Commission  
5903 Walker Avenue  
Lincoln, Nebraska 68507

Pursuant to the provisions of the Revised Statutes of Nebraska and supplements thereto Article 12, Section 2-1201 through 2-1229, application is hereby made to the Nebraska Racing & Gaming Commission for a SIMULCAST FACILITY LICENSE for the display of horse races on which pari-mutuel wagering shall be allowed from a sending track located in the state, and an INTERSTATE SIMULCAST FACILITY LICENSE to receive the simulcast of horse races for pari-mutuel from any track located outside the state. This license shall authorize the applicant during the calendar year 2024 to display the simulcast of races, from a track located in the state subject to approval by the Nebraska Racing & Gaming Commission of one or more applications meeting the requirements of Section 2-1227, and from tracks located outside the state subject to approval of the Nebraska Racing & Gaming Commission of one or more applications meeting the requirements of Section 2-1229.

**I. Applicant: Columbus Exposition & Racing**

**a. Office or principal place of business:**

5944 Howard Boulevard  
(Street)  
Columbus Platte  
(City or town, county)  
Nebraska  
(State)  
Nebraska  
(If corporation the name of the state of incorporation)

**b. The names and addresses of all officers and directors of applicant:**

Dan Clarey	304 SE Calle Colombo	Columbus, NE
Tom Jackson	27901 Woodside Dr	Columbus, NE
Chad Sucha	4814 37 <sup>th</sup> Street	Columbus, NE
Russ Placzek	2062 37th Ave	Columbus, NE


**c. The land upon which racetrack is erected is owned by**

Convergence LLC

And is located at 5944 Howard Boulevard  
(Street)  
Columbus Platte  
(City or town, county)  
Nebraska  
(State)

**II. Applicant agrees to furnish any additional information requested by the Commission as provided by law.**

**III. Applicant represents that simulcast races will be conducted the Pari-mutuel System will be operated in accordance with the aforementioned law and in strict compliance with the rules and regulations promulgated by the Nebraska Racing & Gaming Commission.**

(Signed) 

(Title/Date) PRESIDENT 12-29-23

The seal of the Nebraska Racing and Gaming Commission is a circular emblem. It features a central blue field with a white silhouette of a horse and jockey. Above the horse are two white dice. The seal is surrounded by a red ring with yellow stars. The word "NEBRASKA" is written in white, uppercase letters along the top arc, and "RACING AND GAMING COMMISSION" is written along the bottom arc.

***Nebraska Racing and  
Gaming Commission  
Racetrack Authorized  
Gaming Operators  
Transfer Application***

# Application to Transfer An Authorized Gaming Operator's License

## Harrah's Nebraska, LLC

---

**Authorized Gaming Operator**

822 15th Street, Columbus, NE 68601

---

**Authorized Gaming Operator's Business Address**

822 15th Street, Columbus, NE 68601

---

**Current address of Authorized Gaming Operator where gaming floor is located**

5944 Howard Blvd., Columbus, NE 68601

---

**New address of Authorized Gaming Operator where gaming floor is located**

3/19/2024

05/01/2024

---

Last day of operation at the current location

First day of operation at the transfer location

Answer the following questions: If you have a "Yes" response provide the corrected information.

1. Updated response for Articles of Incorporation and/or bylaws (unlikely)?  
 Yes  No
2. Updated response for amended Articles of Organization and/or organizational minutes?  
 Yes  No
3. Updated response to any amended partnership agreement or operating agreement?  
 Yes  No
4. Updated response to each capital contribution, if any, to the applicant?  
 Yes  No
5. Updated organizational chart listing Key Applicants and positions being held for gaming operations including details of duties and responsibilities?  
 Yes  No
6. Updated status on pending litigation or litigation resolved since the initial application was approved?  
 Yes  No
7. Updated beginning balance sheet and statement of amounts and sources of funding with specific documentation to support declaration?  
 Yes  No Please see Exhibit 7

8. Updated leases with any amendments?  
 Yes  No
9. Updated Compliance Committee minutes or compliance office reports over the last 12 months?  
 Yes  No Please see Exhibit 9
10. Updated details on share of profits pledged as security for debt?  
 Yes  No

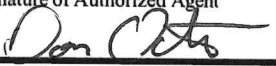


11. Updated Schedule A – Statement of Pre-Opening Cash

**Schedule A**

**STATEMENT OF PRE-OPENING CASH**  
**Nebraska Gaming Operators Application**

<b>A. Funds Available Prior to Opening:</b>	<b>Totals</b>
Please see Exhibit 11	
1. Current investments (attach schedule providing detail as to who invested the money and what interest in the firm or entity they received for their investment.)	\$ Please see Exhibit 11
2. Current loans from lending institutions (attach schedule identifying the institution date of each loan, the terms of each loan, and original and current balance).	\$
3. Current loans from individuals and other business entities (attach schedule identifying the individual or business, date of each loan, the terms of each loan, and original and current balance).	\$
4. Anticipated investments (attach schedule providing detail as to who will invest the money and what interest in the firm or entity they will receive for their investment).	\$
5. Anticipated loans from lending institutions (attach schedule certifying the institution and terms of the loan).	\$
6. Anticipated loans from individuals and other business entities (attach schedule identifying the individuals and other business entities and the terms of each loan).	\$
<b>Total Funds Available Prior to Opening:</b>	\$
<b>B. Expenditure or Disposition of Available Funds Prior to Opening: Please see Exhibit 11</b>	
1. Prepaid Gaming Taxes and Licenses:	\$ Please see Exhibit 11
a. Federal Government Tax & Fees	\$
b. Application Fees	\$
c. Background Investigation Fee	\$
d. Other (describe)	\$
<b>Total Prepaid Gaming Taxes and Licensing Related Fees</b>	\$
2. Other License Fees (Attach Schedule)	\$

3.	Incurred Expenditures for:		
a.	Building, Including Construction and Repair (Attach Schedule)		\$
b.	Equipment (Attach Schedule)		\$
c.	Supplies (Attach Schedule)		\$
d.	Attach all Other Pre-Opening Expenditures (Salaries, Advertising, Deposits, Etc.) (Attach Schedule)		\$
4.	Anticipated Expenditures for:		
a.	Building, Including Construction and Repair (Attach Schedule)		\$
b.	Equipment (Attach Schedule)		\$
c.	Supplies (Attach Schedule)		\$
<b>Total Pre-Opening Cash Used</b>			\$ Please see Exhibit 11
<b>Please see Exhibit 11</b>			
<b>C. Cash Available for Operation (A Minus B)</b>			
<b>Show in what form this cash will be:</b>			
a.	Bank		\$
b.	Other Cash Register Funds		\$
c.	Other (Describe)		\$
Printed Full Legal Name of Agent (Last Name, First Name, Middle Name) <b>Ostert, Donald</b>			
Signature of Authorized Agent 			Date <b>1-11-2024</b>

\* **Subsidiaries of publicly traded companies can provide audited financial statements issued pursuant to Securities and Exchange Commission guideline for Form K.**

## 12. Updates to Financial History

<b>FINANCIAL HISTORY ATTACHMENTS</b>
1. Attach a list detailing the operating and investment accounts for this applicant or equivalent, including financial institution name, address, telephone number, and account number for each account. Please see Exhibit 12.1
2. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due. Does Not Apply
3. Attach balance sheets and profit and loss statements, <b>certified</b> by independent certified public accountant(s) covering the last three years for the applicant, the applicant's parent company and any intermediary affiliates of applicant. Applicants that are subsidiaries of publicly traded companies can provide audited financial statements issued pursuant to Securities and Exchange Commission guidelines for Form K. Please see Exhibit 12.3
4. If the business entity has been in business for less than three years, attach balance sheets and profit and loss statements from the time of commencement of business operations and projected for three years from the time of commencement of business operations. Please see Exhibit 12.4
5. Attach a list of persons other than directors, officers, and key persons whose salaries plus bonuses exceed \$150,000 per year. Please see Exhibit 12.5
6. Attach a description of any bonus or profit-sharing arrangements within your organization. Please see Exhibit 12.6
7. Supply all existing contracts between the Applicant and businesses in Nebraska and any contracts over \$500,000 outside Nebraska. If there is no written contract, then indicate the business arrangement showing business dealing, phone number, and address. Please see Exhibit 12.7

## 13. Updates to Licensing History

<b>LICENSING HISTORY</b>
1. Has the applicant, the applicant's parent company or any other intermediary affiliate of applicant ever applied <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO for a gaming license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. Does Not Apply
2. Has the applicant, the applicant's parent company or any other intermediary affiliate of applicant ever been <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO denied a gaming license, withdrawn a gaming license or had any disciplinary action taken against any gaming license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. Please see Exhibit 13.2
3. Is the applicant, the applicant's parent company or any other intermediary affiliate of applicant in good <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO corporate standing in Nebraska, as certified by the Nebraska Secretary of State or its successor agency, the Public Regulation Commission, and in all other states where it transacts business? If NO, provide details on a separate sheet. Please see Exhibit 13.3
4. Has the applicant, the applicant's parent company or any other intermediary affiliate of applicant ever been <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO charged with, or convicted of, any illegal gaming activity in Nebraska or any other jurisdiction? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. Does Not Apply

## 14. Updated Architectural Plans and specifications.

Yes  No Please see Exhibit 14

## 15. Updated total estimated construction costs specifically identifying facility design expense, land acquisition or lease costs, site prep costs, construction/renovation costs, equipment acquisition cost, interim

financing costs, organization, administrative and legal expenses, and projected permanent financing costs.

Yes                      No Please see Exhibit 15

16. Updated estimated timetable for financing arrangements through construction completion.

Yes                      No

17. Updated construction timetables.

Yes                      No Please see Exhibit 17

18. Updated identification of funding source(s) – specifying any institutional and/or passive investors.

Yes                      No

19. Updated general description of type, number, and location of Gaming Devices.

Yes                      No Please see Exhibit 19

20. Updated administrative, accounting, and/or Internal Control procedures. (When available but No later than 14 days before opening.)

Yes                      No Per discussions with NRGCC, to be provided at a later date

21. Updated security plan.

Yes                      No Please see Exhibit 21

22. Updated staffing plan.

Yes                      No Please see Exhibit 22

23. Updates to progressive systems.

Yes                      No

24. Updated organizational chart with description of duties/responsibilities for each position.

Yes                      No Per discussions with NRGCC, to be provided at a later date

25. Updated information for escrow and/or depository accounts.

Yes                      No

26. Updated compulsive gambling and deterring human trafficking plans.

Yes                      No


27. Updated copies of business, liquor, or other regulatory licenses. (When available but no later than 48 hours before opening.)

Yes                      No Per discussions with NRGCC, to be provided at a later date

# AFFIRMATION & CONSENT

I, Harrah's Nebraska, LLC

as authorized agent of the Applicant, state under penalty of perjury that the entire Gaming Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a gaming license or certification by the State of Nebraska. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a gaming license or certification or the revocation of the license or certification. I am voluntarily submitting this application on behalf of the Applicant to the Nebraska Racing and Gaming Commission under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Nebraska law. I further consent to any background investigation necessary to determine the present and continuing suitability of the Applicant and that this consent continues as long as the Applicant holds a Nebraska gaming license or certification, and for 90 days following the expiration or surrender of such gaming license or certification. I understand that further information may be requested of the Applicant in regard to this application, and the Applicant agrees to supply such information upon request. I also agree that the Nebraska Racing and Gaming Commission shall be entitled to collect from the Applicant all fees, costs and expenses incurred in investigating this application.

Applicant's Business Name <b>Harrah's Nebraska, LLC</b>	Trade Name (DBA) <b>Harrah's Columbus, NE Racing and Casino</b>
Printed Full Legal Name of Agent (Last, First, Middle) <b>Ostert, Donald</b>	Title <b>SVP and General Manager</b>
Signature 	Date <b>1-11-2024</b>

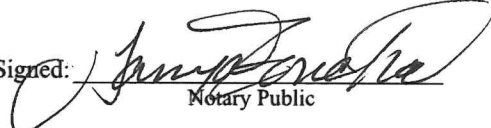
State of Nebraska )

County of platte )

Subscribed and sworn to before me by Donald ostert and Tanya zoucha

this 11<sup>th</sup> day of January, 2024.

My commission expires: July, 17 2027  
[SEAL]

Signed:   
Notary Public



## Sage, Tom

---

**From:** Keith Kilpatrick <kkilpatrick@hochunkconstruction.com>  
**Sent:** Friday, January 5, 2024 10:32 AM  
**To:** Sage, Tom; Garald (Wally) Wollesen; lmcnally@warhorsegaming.com; lorit@nebraskahorsemen.com  
**Subject:** Omaha Monthly Reports  
**Attachments:** WarHorse progress report December 23.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

All,  
Please see Construction monthly project reports for Omaha.  
Please share with appropriate personal.  
Thanks  
Keith

Keith Kilpatrick  
Ho Chunk Construction Services  
1505 Stable Drive  
South Sioux City Ne. 68776  
Office Ph. 402-494-0222  
Fax. 402-494-3110  
Cell Ph. 712-223-1391

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## WarHorse Casino

Omaha, Nebraska



### MONTHLY PROJECT STATUS #06

Weeks of: 12/1/23 – 12/29/23

Report Date: 12/29/23

## **CONSTRUCTION PROGRESS THIS PAST MONTH (December)**

### **Earthwork/Site/Landscape/Utilities**

- Continued with storm and sanitary utility installation around the site.
- Began digging for the water mains that come across Q St

### **Foundation/Structure Systems**

- Continued to erect the Parking Garage structure. Eight bays working from North to South have been completed with the Elevator tower being erected by the end of the year.
- Continued forming and pouring the Expansion pile cap foundations.
- Started erecting the structural steel for the Expansion on the completed pile caps.
- The Beer Cooler slab was poured and is at finish floor elevation.

### **Exterior Enclosure**

- Exterior metal panel installation has been completed at the Remodel with the exception of a small area on the East side of the building where the gas meter is at.
- The Remodel screen wall steel continued erection around the east side of the Remodel and West side of the Remodel and Annex.
- Work on the screen wall column encasements began on the East side of the Remodel.
- Light gauge framing on the screen wall started on the West side of the Remodel.
- Exterior caulking was ongoing at the Parking Garage.

### **Interior Finish**

- The majority of the wall framing was completed within the Remodel.
- In-wall rough in for electrical, food service, and plumbing was ongoing throughout the southeast quadrant of the Remodel.
- Soffit framing was ongoing and ceiling framing began in the Remodel bathrooms and underneath the mezzanine.
- Drywall installation continued in the southwest corner of the Remodel building moving north along the west perimeter and ending at the east vestibule entrance.
- Drywall taping and sanding followed drywall install in the Remodel.
- The exposed ceiling around the gaming floor was painted black.

### **Mechanical/Plumbing & Electrical**

- Electrical in-wall rough-in and overhead conduit runs continued in the Remodel & Annex.
- Electrical circuiting and lighting conduits/boxes installation began in the Parking Garage.
- Duct work install continued in the Remodel & Annex.
- In-wall plumbing and bathroom plumbing installation continued.
- Underground plumbing at the annex bathrooms was remediated and the backfill process began.
- Gas meter was set at the Remodel.



## **CONSTRUCTION ACTIVITIES PROPOSED THIS NEXT MONTH (January)**

### **Earthwork/Site/Landscape/Utilities**

- Continue with storm and sanitary utility installation around the site.
- Continue installing the water mains from across Q St moving south towards the Expansion.

### **Foundation/Structure Systems**

- Continue with Parking Garage precast erection. Should be close to completing the bulk of the erection by end of month.
- Welding connections will be ongoing at the Parking Garage for the duration of the month.
- Continue with pile cap installation at the Expansion.
- Expansion structural steel will be ongoing throughout the month.

### **Exterior Enclosure**

- Continue erecting the screen wall light gauge framing around the Remodel.
- Continue work on the column encasements at the Remodel screen wall.
- Beer Cooler Roof blocking and framing to begin.
- Exterior wall framing at the Beer Cooler is ongoing.
- Caulking to continue at the Parking Garage.
- Roofing work at the Parking Garage stair towers to begin.

### **Interior Finish**

- Continue to install drywall in southeast quadrant of the Remodel.
- Tape & sand drywall following behind drywall install.
- Continue Remodel soffit and ceiling framing in hard lid rooms and underneath the mezzanine.
- Continue install of overhead soda/beer line pathways.
- Tile install to begin in Remodel bathrooms.
- First coat of paint to start in Remodel.

### **Mechanical/Plumbing & Electrical**

- Continue with in-wall electrical rough-in at Remodel & Annex.
- Continue install of overhead electrical in Remodel & Annex.
- Continue with in-wall plumbing rough-in at Remodel & Annex.
- Continue overhead duct work installation in Remodel & Annex.
- Remodel AHU work is ongoing.
- Beer Cooler roof drain work to begin.
- Parking Garage lighting and electrical circuiting conduit install to continue.
- Shallow underground plumbing at the Parking Garage has begun.
- Roof drain and rain leader install to begin at the Parking Garage.

## PROGRESS PHOTOS



Parking Garage Erection – North/West Face



Parking Garage Erection – Interior (Elevator Tower Erected)



Remodel East Face



Remodel East Face – Looking South

## PROGRESS PHOTOS



Remodel West Face



Remodel West Face – Looking South



Remodel North Elevation



Remodel South Face

## PROGRESS PHOTOS



Expansion Structural Steel Erection



Beer Cooler Slab



Expansion Structural Steel Erection



Annex Bathroom Underground Plumbing

## PROGRESS PHOTOS



Remodel Exposed Ceiling Black Paint



Remodel Main Bar & Gaming Floor Ceiling Framing



Remodel Drywall Taping



Remodel Bathrooms



## WEATHER

---

Construction Days Lost to Weather This Month: 0

Total Construction Days Lost to Weather: 13.5



## SAFETY

---

Lost Time Days: 0

## Sage, Tom

---

**From:** Keith Kilpatrick <kkilpatrick@hochunkconstruction.com>  
**Sent:** Friday, January 5, 2024 10:13 AM  
**To:** Sage, Tom; Garald (Wally) Wollesen; lmcnally@warhorsegaming.com;  
lorit@nebraskahorsemen.com  
**Subject:** FW: Lincoln Monthly Reports  
**Attachments:** 23065 Warhorse Monthly Progress Report 12-2023 (002).pdf; 23-12\_S 1st St Denton Rd\_Monthly Report with Photo Log v2.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

All,  
Please see Construction monthly project reports for Lincoln.  
Please share with appropriate personal.  
Thanks  
Keith

Keith Kilpatrick  
Ho Chunk Construction Services  
1505 Stable Drive  
South Sioux City Ne. 68776  
Office Ph. 402-494-0222  
Fax. 402-494-3110  
Cell Ph. 712-223-1391

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## **WARHORSE CASINO LINCOLN – PHASE 2**

**MONTHLY PROGRESS REPORT #03**  
Weeks: December 1, 2023 – December 31, 2023  
Report Date: December 31, 2023

The logo for Sampson Construction features the word "Sampson" in a bold, blue, sans-serif font, with a red horizontal line underneath it. Below the red line, the word "Construction" is written in a smaller, black, sans-serif font.

**Sampson**  
Construction



# WarHorse Casino Lincoln – Phase 2

## Construction Progress Update

### December 2023

---

Project Manager: **Jacob Boaz**  
 Senior Project Manager: **Kent Hazzard**  
 Superintendent: **Jacob Buettgenbach**  
 General Superintendent: **Charlie Schroder**  
 Safety: **Trent Borchers**  
 Project Coordinator: **Cyndi Bouc**

---

**PERCENTAGE COMPLETE** 

**15%**

Work days till March 25, 2025 **306**

**SAFETY** 

We have worked **61** days\*  
 without an OSHA recordable Injury.

\*as of NTP on October 2, 2023

**WEATHER** 

**2** Construction Days Lost to weather  
 this month. (Dec. allows 6 days)

**4.5** Total Construction Days Lost to  
 weather.

**# LABORERS ONSITE** 

High: **32**  
 Low: **14**  
 Ave: **23**

### **CONSTRUCTION PROGRESS THIS MONTH (DECEMBER)**

1. Finished up footings and foundations on north addition
2. Davis setting steel on north addition, detail and decking
3. Work on underground MEP on north addition
4. Poured generator pad
5. Remaining sanitary/storm sewer and abandon/fill old sanitary line
6. Prepare for gas piping on existing roof for temporary heat
7. Prepare for stem walls on north addition
8. Build mock up
9. Construct lighting pole foundations and electrical at parking lot

### **Contractors on-site: (During December)**

1. Commonwealth
2. Davis Erection
3. Land
4. HRB
5. General Concrete
6. Grunwald
7. Olsson
8. Diamond Saw Cutting

### **CONSTRUCTION ACTIVITIES PROPOSED NEXT MONTH (JANUARY)**

1. Finish steel detailing and deck on north addition
2. Set steel on south addition
3. MEP underground rough-in at north addition
4. Frame and pour stem walls on north addition
5. Cold fluid applied waterproofing at stem walls on north addition
6. Pour stem walls and backfill
7. Storm sewer
8. Exterior framing on north addition
9. Gas piping on existing roof and north addition for temporary heat
10. Finish construction of mock-up for building envelope and EIFS for architect to review

**PROGRESS PHOTOS**

---



Rebar protection for future stem walls



Setting steel on north addition



Steel going up on north addition



Sanitary sewer on north side of building



Light pole base at south side of existing building.



Corner of south addition and steel at new entry on east side of building.



Pouring the Generator Pad



Structural Steel looking West





Structural Steel looking West



Mock Up



Structural Steel looking south



**S 1<sup>st</sup> St, West Denton Rd. South**  
**City of Lincoln EO# 95906**  
Olsson Project # C21-00589

**General Information:**

City Project Manager:	Brion Perry (City of Lincoln)
Project Engineer:	Jon Olsen (Olsson)
Construction Management:	Nate Hoeckelman (Olsson)
Construction Inspection:	Brad Thomas (Olsson)

Substantial Completion Date:	September 14, 2024
Final Completion Date:	October 31, 2024

**Summary of Activity:**

*Grading:*

- Sampson relocates their fence for the adjacent work site outside roadway project LOC.

*Storm:*

- M.E. Collins' Storm crew mobilizes to site and begins storm drain installation. All RCP, FES, and steel is delivered and stored on-site.
- Collins removed 56 LF of 24" RC Storm Drainpipe with two FES of the same size and 62 LF of 48" RC Storm Drain Pipe also with two 48" FES.
- In the RAB area M.E. Collins installed 94 LF of 15' Storm Drain RCP, 187 LF of 18" RCP, and 276 LF of 24" RCP along with two 24" FES (~40% complete).

*Lighting / Communications:*

- WCHE removed the four existing light poles along the West side of S. 1<sup>st</sup> St. between the turn lane and West Denton Rd.
- M.E. Collins excavated for raising of Allo fiber located on the East side of S. 1<sup>st</sup> St. approx. Sta. 90+00, 70' RT. Allo stubs out existing fiber line and removes T-48 fiber box.

**1 Month Look-Ahead:**

- Weather and soil conditions permitting, Shanahan will continue grading work for roundabout and turn lane areas.
- Water main installation is planned to commence in January.

**S 1<sup>st</sup> St, West Denton Rd. South**  
**City of Lincoln EO# 95906**  
Olsson Project # C21-00589

<b>Project Name: S. 1<sup>st</sup> ST and West Denton Rd.</b>	<b>Site Location:</b>	
<p>Direction Photo Taken: West</p> <p>Description: M.E. Collins locates and uncovers buried Allo Fiber box (12/12).</p>		
<p>Direction Photo Taken: South</p> <p>Description: Allo stubs out fiber conduit for future raising of fiber box and removes existing T-48 fiber box. (12/12)</p>		

**S 1<sup>st</sup> St, West Denton Rd. South**  
**City of Lincoln EO# 95906**  
Olsson Project # C21-00589

<b>Project Name:</b> <b>S. 1<sup>st</sup> ST and West Denton Rd.</b>	<b>Site Location:</b>	
<p>Direction Photo Taken: Southeast</p> <p>Description: M.E. Collins receives and store all Storm Drain RCP and FES on-site. (12/13)</p>		
<p>Direction Photo Taken: East</p> <p>Description: M.E. Collins shown beginning removal of existing Storm Drain RCP and FES South of the RAB. (12/19)</p>		

**S 1<sup>st</sup> St, West Denton Rd. South**  
**City of Lincoln EO# 95906**  
Olsson Project # C21-00589

<b>Project Name:</b> <b>S. 1<sup>st</sup> ST and West Denton Rd.</b>	<b>Site Location:</b>	
<p>Direction Photo Taken: East</p> <p>Description: M.E. Collins begins Storm Drain installation South of the RAB area. FES shown being installed along the East side of S. 1<sup>st</sup> St. (12/19)</p>		
<p>Direction Photo Taken: North</p> <p>Description: M.E. Collins progresses throughout the week with 15, 18, and 24" Storm Drain RCP installation in the RAB area as shown. (12/21).</p>		

APPROVAL  
CHAMPIONS LEAGUE  
SPORTS BETTING

LICENSEE NAME: WarHorse Gaming Lincoln, LLC

I, Casey Ricketts, Compliance Director, Nebraska Racing and Gaming Commission, do hereby approve wagering on Champion League Soccer activities.

12/26/2023 | 5:59 PM EST

Dated: \_\_\_\_\_

DocuSigned by:

*Casey Ricketts*

F8BBE22D6B5C412...

Casey Ricketts

Compliance Director, Nebraska Racing and  
Gaming Commission



APPROVAL  
CHAMPIONS LEAGUE  
SPORTS BETTING

LICENSEE NAME: WarHorse Gaming Lincoln, LLC

I, Casey Ricketts, Compliance Director, Nebraska Racing and Gaming Commission, do hereby approve wagering on Champion League Soccer activities.

12/26/2023 | 5:59 PM EST

Dated: \_\_\_\_\_

DocuSigned by:

*Casey Ricketts*

F8BBE22D6B5C412...

Casey Ricketts

Compliance Director, Nebraska Racing and  
Gaming Commission



**Barcelona cleared for UCL after ref scandal probe**

144d

**Oral history: How Argentina won the 2022 World Cup, as told by Messi, Mac Allister & Co.**

9h - Alex Kirkland

**Eriksen sends support to Lockyer after collapse**

1h - Reuters

**Pep: City can 'close the circle' with Club WC win**

4h - Rob Dawson

**Veteran Marcelo helps Fluminense into CWC final**

39m - Reuters

**Roma to face Feyenoord in UEL playoff**

# UEFA clears Barcelona for Champions League, issues warning


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#### Associated Press

Jul 27, 2023, 11:51 AM ET

 Share

UEFA confirmed [Barcelona's](#) place in the next [UEFA Champions League](#) on Thursday, though it said an investigation into more than \$7 million paid to a refereeing official could be reopened if more evidence emerges.

Barcelona's place in the Champions League group stage worth tens of millions of euros -- earned by winning [LaLiga](#) last season -- could have been at risk from the *so-called* [Caso Negreira scandal](#).

#### - [Stream on ESPN+: LaLiga, Bundesliga, more \(U.S.\)](#)

Court documents show Barcelona paid €7.3m (\$7.7m) from 2001 to '18 to the company of José María Enríquez Negreira, the former vice president of [Spain's](#) football refereeing committee.

Prosecutors in Spain formally accused Barcelona of corruption in sports, fraudulent management and falsification of business documents.

However, no clear allegations of any specific fixed games or referees who were influenced have emerged since [UEFA opened its investigation](#) in March.

UEFA competition rules require teams to be removed from one season of European competition if they are implicated in fixing any domestic or international game since April 2007. Further disciplinary punishments could also follow.

UEFA said Thursday that Barcelona is now "provisionally admitted to take part" in the Champions League, though a "future decision on admission/exclusion" is still possible.

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The UEFA investigation was conducted even as Barcelona have a pending suit against UEFA at the European Court of Justice in Luxembourg over the Super League project that failed in 2021.

Barcelona, [Real Madrid](#) and [Juventus](#) have argued UEFA has monopoly control blocking rival competitions.

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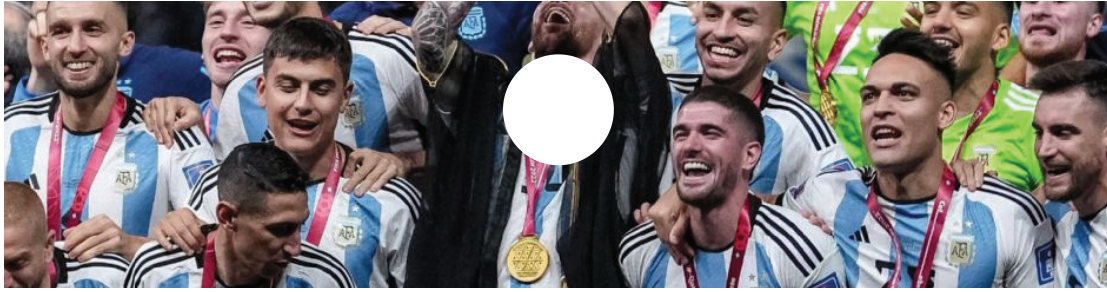
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## How Argentina won the 2022 World Cup, in their own words

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Hear from Argentina's World Cup winners as they look back on their triumph in Qatar. (2:34)



Alex Kirkland, ESPN FC

Dec 18, 2023, 07:00 AM ET

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On Dec. 18, 2022, [Argentina](#) won the men's [World Cup](#) in the most dramatic way possible, beating [France](#) in a penalty shootout after a breathless 3-3 draw in Lusail, Qatar.

The game was an instant classic, one of the best finals anyone could remember, packed with unforgettable moments. [Lionel Messi](#) delivered on the biggest stage of all, exorcising the ghosts of his 2014 heartbreak when Argentina were beaten in the World Cup final in Brazil. France's [Kylian Mbappé](#) scored a hat trick but still ended up on the losing side. Argentina goalkeeper [Emiliano Martínez](#) starred with a jaw-dropping, last-gasp added-time stop from France's [Randal Kolo Muani](#) before saving twice in the decisive shootout.

The win gave Argentina a third World Cup winners' star on their shirts, following victories in 1978 and 1986. Only Brazil (with five), Italy (four) and Germany (four) have more. It also helped Messi live up to the legacy of the football-obsessed country's other great hero - and architect of their 1986 triumph -- Diego Maradona.

The drama of the final was a fitting end to Argentina's roller-coaster ride through the tournament. It started with a surprise 2-1 opening defeat to [Saudi Arabia](#), bouncing back with nail-biting group-stage victories against [Mexico](#) and [Poland](#), and then knockout stage wins over [Australia](#), [Netherlands](#) -- in another shootout -- and 2018 finalists [Croatia](#).

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Messi and Argentina finally won a World Cup in 2022, ending a three-decade drought for one of the sport's best national teams. Marvin Ibo Guengoer/GES Sportfoto/Getty Images

To celebrate the first anniversary of Argentina's World Cup win, ESPN spoke to 10 members of the squad -- Messi, Martinez, [Ángel Di María](#), [Enzo Fernández](#), [Lautaro Martínez](#), [Alexis Mac Allister](#), [Rodrigo De Paul](#), [Nicolás Otamendi](#), [Julián Álvarez](#) and [Cristian Romero](#) -- for the Star+ series "Champions, One Year On."

This is their story, in their own words.

## The World Cup group stage begins

### Saudi Arabia 2-1 Argentina

*Nov. 22, 2022. The tournament is two days old and already has its first great upset. Messi's first-half penalty puts Argentina ahead, before second-half goals from [Saleh Al-Shehri](#) and [Salem Al-Dawsari](#) see Saudi Arabia claim an historic win.*

**Lionel Messi:** We were confident in what we were doing, with how we were playing. We were calm. We knew what we had to do. Everything was flowing easily. Nobody thought about that first game, which in theory was the easiest in the group.

**Enzo Fernandez:** We knew how important it was to win that first game. We didn't expect [to lose].

**Rodrigo De Paul:** It was really tough. ... With all due respect, we were the favorites [against Saudi Arabia], so it was a huge blow. For two days after that, you were asking yourself, "Why is this happening?"

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days.



Defeat to Saudi Arabia turned out to be a positive for an Argentina team that needed to remain humble. Tom Jenkins/Getty Images

**Emi Martinez:** I spoke to my psychologist a lot. I said, "I keep thinking that if we lose against Mexico I'm going home, and it's killing me." I'd go to sleep, wake up and think about that. ... I said, "I can't go back to Argentina in 10 days." Those three days were so long.

**Alexis Mac Allister:** The next day [the coaching staff] let our families come in, to spend some time with them. I think it was important for the group. It isn't easy being locked away in a hotel. It was really important to see our families, to pick up some good vibes.

**Messi:** I let that day pass, to forget about what had happened, and then I sent a message to the group. And that's when we started to move forward. Everyone said what they thought. We didn't have to throw it in each others' faces. [The defeat] was bad luck. It was about continuing to believe in what we'd been doing. We couldn't start to doubt. We didn't have to change anything. We just had to forget about what had happened and start from scratch. Because if we won both games, we'd top the group.

**Fernandez:** That showed the strength of the group, the unity we had. We were all pulling in the same direction. ... After the Saudi Arabia game, they were all finals. We said that. All or nothing. We had a meeting, and said that from the second game on, they were all finals for us. That's how we felt, and that's how we played.

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*first international goal. Argentina aren't going home yet.*

**Messi:** It was hard, playing against Mexico. They're always a difficult opponent. We've played them a lot of times, and we almost always win, but it's always difficult.

**Emi Martinez:** Half-time in the Mexico game was intense. We weren't sure of what we were doing, we weren't ourselves. There were a lot of nerves.

**Alvarez:** I was on the bench, and I don't think I've ever been so scared. I've never felt such fear. We were this close to being out of the World Cup in the second game.



A comprehensive win over Mexico helped put Argentina back on track in Qatar. Dan Mullan/Getty Images

**Fernandez:** Whether we stayed at the World Cup or not depended on that result. We knew it was an important game in terms of morale, and luckily we were able to win. Leo [Messi] appeared with that magic left foot.

**Messi:** After that goal, the team started to play as we had been doing. A weight was lifted. And it was a different game. We knew the World Cup was starting again. The Mexico game was the departure point.

**Nicolas Otamendi:** That's where we loosened up. For me it was one of the most important games at the World Cup. We had to win, at all costs, to not depend on other results.



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**Lionel Messi remembers his clash with Lewandowski at the World Cup** Lionel Messi looks back on his clash with Robert Lewandowski after the Poland striker's Ballon d'Or comments.

## Argentina 2-0 Poland

*Nov. 30, 2022. This time, there's no drama. Mac Allister and Alvarez -- now established as starters, alongside Fernandez -- both score in a 2-0 win, which means Argentina qualify for the round of 16 as group winners.*

**Emi Martinez:** I knew that we were going to steamroller Poland. They just sent long balls up to [Robert] Lewandowski. When teams sit deep, we move the ball around, and it's hard [for them] to keep a clean sheet. In every game, teams sit deep, and we always find a goal.

**Messi:** We respect all our opponents. After what happened with Saudi Arabia, even more so. But we'd studied Poland. If we were on form, we'd beat them easily.

**Mac Allister:** After Poland, it became a battle to the death. I'm not saying we felt like champions, but we were very optimistic that we could do it.



A bruising encounter with Poland yielded a big win for Argentina, a result that sent their confidence soaring as they headed into the knockout rounds. Matthias Hangst/Getty Images

*At 2-0, one moment catches the eye: an on-field clash between Messi and Poland's Lewandowski. Messi had previously praised Lewandowski, saying he deserved to win*

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*an attempted handshake from the forward.*

**Messi:** What [Lewandowski] had said annoyed me. When I won the Ballon d'Or, and said what I said, I meant it. And for him to say what he said ... it annoyed me. Later on we met, we spoke and it was a misunderstanding. ... I dribbled at him because it was him. I was annoyed. I thought what he said wasn't right. I was angry.


**Di Maria:** I saw it, you saw it, my grandmother saw it. That's just what [Messi] is like. ... Sometimes he keeps things bottled up inside. And then he ends up throwing it in your face in an interview, or doing it to you on the football field. That's his way of talking, and I think it's normal. There are people who talk, and don't respect him, and don't realize he's the best player of all time.

You shouldn't say anything to him. In the end, he gets fired up, and it's worse.


## Argentina enters the World Cup knockout stage

### Argentina 2-1 Australia


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*Dec. 3, 2022. The round of 16. Argentina face Australia, who finished second -- level on points with France -- in Group D. Messi puts them ahead with his third goal of the tournament, pouncing on a loose ball inside the box, and Alvarez makes it 2-0.*

**Lionel Messi:** I got the ball by chance. Ota[mendi] tried to control it. He saw me and he stopped. I tried to take it quickly, there wasn't much space inside the box. I was close [to goal] and the keeper reacted late, because he didn't expect it. It was a nice moment.

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save] Everyone hugged me except Cuti [Romero], who kicked me in the ribs. Typical Cuti. That's his way of showing love.

## Argentina 2-2 Netherlands (4-3 penalties)

*Dec. 9, 2022. The quarterfinals are next, and after an injury scare in the days leading up to the game, influential midfielder De Paul is cleared to play. Four hours before Argentina's quarterfinal with Netherlands is due to kick off in Lusail, archrivals Brazil are playing Croatia.*

**Messi:** We left the hotel when Brazil went 1-0 up. When we were getting close to the stadium, [Croatia] scored the equaliser. In the dressing room, I was getting a massage and the penalty shootout started. I was on my phone. Kun [Aguero] was telling me about the penalties. I was face-down on the bed, reading his messages.

**Fernandez:** We were watching the shootout. I remember when Brazil were eliminated, we were shouting, happy, and Scaloni comes in saying, "What are you doing, you idiots? We have to play a game now!" The game with Netherlands was 10 minutes away, and we were there celebrating in the dressing room. But it was good for our morale.



The Dutch clash in the quarterfinals was angry and filled with flashpoints. After Argentina blew a 2-0 lead, they'd hold their nerve to win on penalties. Patrick Smith/FIFA via Getty Images

*Argentina vs. Netherlands turns out to be spectacularly bad-tempered. A World Cup record 18 yellow cards are shown by referee Antonio Mateu Lahoz -- eight for the Dutch,*

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**Nicolas Otamendi:** We can mix it with the best of them.

**Messi:** I get annoyed when people talk off the pitch, and show a lack of respect. I've never been like that. On the pitch, a million things can happen, but it stays there. Before the game, stirring things up or lacking respect, I've never done that, and I don't like it when people do it to me ... I didn't like that.

*Messi is again the inspiration for Argentina, setting up Molina's first-half opener before converting a penalty. He celebrates by cupping his ears in front of the Dutch bench.*

**Otamendi:** We didn't know Leo was going to do that. I think it just came out in the heat of the moment. But they'd done a lot of talking.

**Messi:** I did it in the moment. And I regretted it straight away. As soon as I did it, I thought, "What an idiot. ... All that's missing now is that we don't win." These things happen.

*From 2-0 down, Netherlands fight back. Forward [Wout Weghorst](#) scores twice, making it 2-2 in the 11th minute of added time after receiving the ball from a clever free kick, slipping underneath Argentina's defensive wall. Goalkeeper Emi Martinez recovers to become the hero in Argentina's first shootout of the tournament, saving the first two Dutch spot kicks from [Virgil van Dijk](#) and [Steven Berghuis](#).*

*Argentina's decisive fifth penalty is scored by substitute Lautaro Martinez.*

**Lautaro Martinez:** I was going to shoot hard and to the right. And I don't know why I paused [my run-up]. I used to take penalties like that, a long time ago. I missed a couple of penalties and I changed. And in that moment I decided to pause. I saw he was going that way, and I changed my mind.

[The celebration] was about what it meant, how I'd suffered, how I'd started the World Cup, how my ankle was, and what it meant to be in the semifinals.



**Does Lionel Messi expect to play at the 2026 World Cup?** Lionel Messi reveals his future plans with the Argentina national team, a year on from their World Cup success.

## Argentina 3-0 Croatia

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**Emi Martinez:** The Croatia game was the best all-round game the team played.

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*Alvarez's first goal is the result of a run that began just inside the Croatia half; his second follows one of the moves of the tournament, a mazy Messi dribble that twists defender [Josko Gvardiol](#) back and forth, before setting up Alvarez for a tap-in.*

**Julian Alvarez:** I think it was my best game for the national team. When I scored the [first] goal, I didn't even remember that I'd started from so far out. Later I watched it. I got a bit of luck, but it's a great goal.

**De Paul:** People say that the game against Croatia was easier than against France [in the final] or Netherlands. But the reality is that, over the course of the game, we were just as comfortable in all three games. We were always better.

## Argentina 3-3 France (4-2 penalties)

*Dec. 18, 2022. The World Cup final.*

**Alvarez:** I remember talking to Enzo [Fernandez], saying, "We're going to play a World Cup final." He was anxious for the game to arrive. But I wasn't. I wanted the game to be over. I almost didn't want to play.

**Emi Martinez:** My dad was saying do things well, don't overplay it, don't make mistakes. Everyone was afraid of making a mistake, but I was thinking just the opposite. I'm going to play like I've played all my life, without fear, with confidence. Whatever happens, I'm playing a World Cup final.

**Messi:** I didn't want to even look at the trophy. They say you don't look at it, you don't touch it. So I didn't, just in case.

*Scaloni -- as he had done throughout the tournament -- tweaks his team again, starting [Di Maria](#) on the left wing. [Di Maria](#) rewards his manager by providing the final touch to a lightning-quick counterattack, making it 2-0 in the 36th minute after [Messi](#) had put Argentina ahead from the penalty spot.*

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*Argentina look to be heading for a straightforward win, until two goals in two minutes from Mbappé make it 2-2, forcing extra time.*



Mbappe was brilliant for France in the final, equalizing for his side time and time again after Argentina pulled ahead.  
Carl Recine/Pool/Getty Images

**Alvarez:** We played a great game until the 70th minute or something. And then in five minutes, everything changed.

**Messi:** I was angry, because the goal was down to me losing the ball, even if it was halfway up the pitch. It was our ball.

*Messi's goal comes in the 108th minute. [Hugo Lloris](#) saves Lautaro Martinez's shot, and Messi is there to bundle the ball over the line.*

**Lautaro Martinez:** We were celebrating. We hadn't seen the assistant referee lift the flag. The bench came to celebrate with us. The referee raised his hand, and we thought it had been disallowed. Then he pointed towards the centre circle, and we celebrated again. We celebrated three times!

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- [Port Vale vs. Middlesbrough \(Quarterfinals Carabao Cup\) \(3 p.m.\)](#)
- [Everton vs. Fulham \(Quarterfinals Carabao Cup\) \(3 p.m.\)](#)

#### WEDNESDAY, DEC. 20 (all times ET)

- [Liverpool vs. West Ham \(Quarterfinals Carabao Cup\) \(2:30 p.m.\)](#)
- [Bayer Leverkusen vs. Bochum \(2:30 p.m.\)](#)
- [Wolfsburg vs. Bayern Munich \(2:30 p.m.\)](#)
- [Barcelona vs. Almeria \(1 p.m.\)](#)

#### THURSDAY, DEC. 21 (all times ET)

- [Alaves vs. Real Madrid \(1 p.m.\)](#)

#### SATURDAY, DEC. 23 (all times ET)

- [Atletico Madrid vs. Sevilla \(10:15 a.m.\)](#)
- [Real Sociedad vs. Real Betis \(10 a.m.\)](#)

**Julian Alvarez:** When we made it 3-2, I said, 'Well that's that, nothing else is going to happen.' We were on the bench, watching the clock. [Angel] Di Maria was crying. And then they scored, and he was still crying.

*Incredibly, that wasn't that. In the 116th minute, France are awarded a penalty for a handball, and Mbappé converts to make it 3-3, though there was still time for one more moment of unbearable tension. In the 123rd minute -- seconds from a penalty shootout -- France substitute Kolo Muani finds himself through on goal. His shot is low and powerful, headed for the bottom corner. Emi Martinez sticks out a long leg and makes the save.*

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history.

**Otamendi:** I realised I wasn't going to get there [to the ball]. I tried to clear it with my toes. But then the left foot of "the beast" [Martinez] saved it. I think our hearts stopped. ... Argentinians live to suffer. It had to be that way.

**Emi Martinez:** If I come further off my line, he'd chip me. If I stay on my line, he has the whole goal to aim at. I stayed somewhere in between. He says, "If I control it, he takes it off me, I can't go over him, so I'll hit it." I leave him that space, and when he hits it, I spread myself and I block it. It could have gone in, if the shot was anywhere else it was a goal. And that's luck. I gambled. ... It could have gone in, or not. But it stopped here [pointing at his leg].



**What's it like to win a World Cup final on penalties?** Argentina's players remember how they felt during their penalty shootout win over France in the World Cup final.

*On to penalties. Messi and Mbappé had already taken three between them during the game, scoring all three. They would go first in the shootout, too.*

**Romero:** I kept thinking, "F---. After all that, this can't end with a penalty shootout." I remember that Leo took one, and scored. Mbappé scored. After that, I didn't see any more. I was on the floor, praying.

**Emi Martinez:** I was calm. I knew that if I saved one, I'd put pressure on them. [The save from [Kingsley Coman](#)] was key. But I made a mistake. I didn't save it with my hands. I saved it with my chest, it went through my hands.

**Romero:** Dibu made a save, and I threw myself to the floor. I was on my knees. [Coach] Pablo [Aimar] came over and said, "Get up, get up, don't be a coward, watch." But I couldn't. I started praying even more. I prayed to God, to all the Saints, to the Virgin.

*After Martinez saves from Coman, France midfielder [Aurélien Tchouaméni](#) puts his penalty wide.*

**Emi Martinez:** Look at this guy's face and tell me he isn't nervous. I could see from the goal that he was dead. And I was thinking that if he missed, they were halfway out and we're champions.



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**Alvarez:** I didn't talk to him. But I saw some of my teammates asking whether he was going to take it, if he wanted to, because he didn't look so good. I think Lautaro told him he could take the kick, he was fifth. But when "Cache" is determined, he never fails. I think he'd taken eight or nine penalties before and scored them all. He wasn't going to let us down now.



Messi and Argentina celebrated their World Cup win in style, with a heroes' welcome in Buenos Aires and talk of defending their crown in 2026. Li Ga/Xinhua via Getty Images

**Romero:** It's a moment that stays with you. I achieved the biggest thing a footballer can dream of. I dreamt about this so much. I remembered some beautiful moments, some not so beautiful, what I'd done to get there. ... Everything goes through your head in five minutes, and you're in tears.

**Messi:** I didn't sleep with the cup. It was just a photo. We were at the hotel. We had [the trophy] on the bed. We took a couple of photos, and posted them on social media.

## After Argentina become World Cup champions

*The focus, of course, is on Messi. Previously, his lack of a World Cup had been held up as proof that he could not aspire to "greatest of all time" status. Not anymore.*

**Messi:** My family had suffered a lot more than me. The joys, as well as the defeats. Putting up with all those years of criticism with the national team. My mum, my dad, my

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acquaintances ... I tried to reply to everyone. It took a while.

**Emi Martinez:** It brought the country together: the rich, the poor, the middle class. That's what gave me the most satisfaction.

**Messi:** I knew God wanted me to be world champion, that he was going to give it to me. I always believed in that. There were a lot of big obstacles along the way. I really suffered. I had a bad time. Me, my family, the people who love me. It was very unfair. People said all kinds of things. But I don't bear a grudge. With humility and in silence I did my job.

It's a victory for me, having turned that situation around. Winning over the people of Argentina. At times I was questioned. Today 95 or 100% of Argentinians love me, and that's beautiful.

*Thoughts soon turn to the future, and whether Messi will stick around to lead this new generation at the next World Cup in 2026.*

**Messi:** Time will tell if I can get to it or not. I'd be at an age [39] where normally, you wouldn't play a World Cup. I said I didn't think I'd be there. It felt like I was retiring after the World Cup and quite the opposite, now I want to be there more than ever. After suffering for so many years, I want to enjoy it ... but with my age, the normal thing would be not to be there. Maybe it goes well at the [Copa America](#) and everything is in place to carry on. Maybe not. Being realistic, it's difficult.

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# Eriksen sends support to Lockyer following cardiac arrest

Reuters

Dec 18, 2023, 02:41 PM ET

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Manchester United's [Christian Eriksen](#) has sent a message of support to [Luton Town](#) captain [Tom Lockyer](#) who suffered a cardiac arrest during Saturday's Premier League game at Bournemouth.

The match was abandoned in the 65th minute with the score 1-1 [after Lockyer collapsed on the pitch](#) with no other player near him.

"Well first of all, I hope he's okay," midfielder Eriksen, [who suffered a cardiac arrest himself](#) during Denmark's Euro 2020 game against [Finland](#) in June 2021, told BetFred.

"I've read and seen what's happened and I hope he's okay, takes his time, is in a healthy way and his family are there to support him. I cross my fingers that he's fine.

"My advice to him would be to make the best decision you can. Listen to the doctors and if (they) tell you to maybe do something else then respect that.

"There's nothing that's going to hold you back, but in the end it all depends on how he's feeling and what the doctors are saying. He has to make the decision with his family on what's next, but he should take his time and focus on himself."

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### PROTECTING THE GAME

## Integrity

UEFA is committed to eradicating match-fixing in all its forms from European football.



00:18 / 02:03

*Protecting the game*

REPORT MATCH-FIXING

## Introduction

Integrity is at the core of UEFA's mission. Match-fixing – which entails the manipulation of the course or outcome of a football match, whether for sporting, financial or other reasons – is a fundamental violation of this mission and football's universal values.

To protect football from match-fixing and safeguard the integrity of European football matches and competitions, UEFA's Anti-Match-Fixing Unit works closely with the football family and broader sports community to promote integrity, raise awareness regarding the threat of match-fixing, and identify, investigate, and sanction any match-fixing offences.

Match-fixing can be closely associated with serious criminal activities, such as corruption, fraud and money laundering, with the resulting profits feeding other criminal networks. It typically transcends national borders, making detection and prosecution particularly challenging.

## Integrity officers

Since 2011, UEFA has supported integrity efforts confederation-wide through its network of 55 national association integrity officers. UEFA's HatTrick programme provides financial resources and strategic direction to these integrity officers, who are responsible for managing a



Learn more about the HatTrick programme

## Education & prevention

Prevention lies at the heart of UEFA's anti-match-fixing strategy. Through a dedicated education and prevention programme that leverages the pedagogical experience of the UEFA Academy and the practical expertise of the Anti-Match-Fixing Unit, UEFA strives to protect European football from match-fixing through player and referee education and awareness raising, national association empowerment initiatives, and capacity building within the broader football integrity family.

### Strategy

Players, referees and all other relevant participants must have a clear understanding of UEFA disciplinary regulations regarding match-fixing, including their duty to report any corruption attempts. By increasing knowledge and understanding of the personal and professional risk posed by match-fixing, driving all participants to embrace their duty to report, and sharing strategies for risk reduction and vulnerability management, UEFA can better prevent incidents of match-fixing.

### Education

UEFA offers targeted anti-match-fixing training for players and referees participating in UEFA competitions through in-person training sessions, virtual training opportunities, and an e-learning anti-match-fixing module on the UEFA App for Players. The Anti-Match-Fixing Unit additionally collaborates with the UEFA Academy and leading academic experts to innovate new approaches to match-fixing prevention. This has resulted most notably in the recent development of a new concept in stakeholder education: Fight The Fix (UEFA FTF), an anti-match-fixing education programme delivered in collaboration with the University of Lausanne.

Built around three intensive weeks of sessions spread over seven months, the UEFA FTF programme immerses participants in a fictitious match-fixing investigation. Participants include UEFA member association integrity officers as well as other professionals involved in fighting match-fixing, such as public and law enforcement authorities or integrity specialists from other sports organisations and institutions. Through this investigation, as well as complimentary presentations by leading academics and integrity practitioners, participants both explore and apply the core competencies needed to successfully identify, investigate, and prosecute match-fixing cases. The inaugural session ran from September 2022 to April 2023.

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*The inaugural class of the UEFA Fight the Fix programme in Rome, Italy*

[Learn more about the UEFA FTF](#)

### **Assistance/support for member associations**

In addition to holding responsibility for the design, implementation, and evaluation of education and prevention efforts for relevant participants in UEFA competitions, UEFA also assists UEFA member associations with the implementation of a comprehensive education and prevention strategy locally, ensuring the consistency of key messages across national associations in a format customised to the local audience and context.

More broadly, UEFA's integrity officer training and engagement strategy aims to empower officers by creating new and regular training opportunities, enhancing the resources at their disposal, and innovating targeted intervention and assistance initiatives. These efforts serve in parallel to better equip integrity officers to collaborate with state authorities, building capacity at the national level and strengthening information sharing processes.

UEFA brings together all integrity officers every other year for a confederation-wide gathering, complemented by multiple regional workshops held on an annual basis. Regional workshops promote engagement among small groups of officers with similar region or topic-specific integrity concerns, and may also include relevant state authorities and other key stakeholders, thereby strengthening integrity collaboration at the national and regional level.



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*Integrity officers and state authorities at a UEFA regional workshop*

## Confidential reporting

The UEFA Integrity Platform (desktop, mobile app, and toll-free number) allows players, referees, officials and members of the public to report match-fixing and other integrity-related concerns to UEFA, securely and confidentially. The platform – which is currently available in seven languages – offers the possibility of communicating with UEFA via a non-attributable/anonymous ID without disclosing one's identity or any personally identifiable information.

[Learn more about confidential reporting at UEFA](#)

## Betting fraud detection

Football betting has become a multi-billion Euro industry fuelled by football's enormous popularity worldwide and the growth of online betting. Whilst the overwhelming majority of this betting is predicated/based on the reliability and integrity of football matches, unscrupulous individuals – some with ties to violent, organised criminal networks – have sought to manipulate match results in order to make illicit/illegal profits on the betting market.

Powered by Sportradar, the UEFA Betting Fraud Detection System (BFDS) identifies such fraudulent activity in real-time through analysis of the global betting market. UEFA-BFDS suspicious match alerts trigger, based on match jurisdiction, comprehensive investigations by



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## Legal framework

UEFA maintains a clear legal framework, applicable to the competitions that it organises, designed to safeguard UEFA competitions from match-fixing.

UEFA's disciplinary regulations specifically mandate/state that all persons bound by UEFA's rules and regulations must refrain from any behaviour that damages or could damage the integrity of matches and competitions and must cooperate fully with UEFA at all times in its efforts to combat such behaviour (Article 12 of the UEFA Disciplinary Regulations).

UEFA's admission criteria further require clubs participating in UEFA competitions to meet UEFA's strict integrity standards (Article 50.3 of the UEFA Statutes).

[UEFA disciplinary matters – documents](#)

## Disciplinary cases

UEFA actively investigates and sanctions match-fixing cases and other related integrity violations impacting UEFA matches and competitions. UEFA also readily assists UEFA member associations and state authorities who request assistance with their own investigations and

and national association investigations and disciplinary proceedings.

## Disciplinary matters at UEFA

### Stakeholder engagement

It is generally recognised that match-fixing is not a problem that can be solved by sport alone. UEFA's Anti-Match-Fixing Unit partners with a wide range of sport integrity stakeholders – ranging from national association integrity officers and state authorities (including but not only the Council of Europe and the Group of Copenhagen, Interpol, Europol, and the UNODC (United Nations Office on Drugs and Crime)) to integrity associations and betting operators, associations, and regulators – to tackle match-fixing through collaboration on monitoring, investigations, education, and other key initiatives. Recent developments include:

#### Law enforcement authorities

The European Union's law enforcement agency (Europol) and UEFA on 26 April 2022 brought key stakeholders together for the first time in a one-day conference at Europol HQ in The Hague, Netherlands, to identify new ways to investigate and cooperate in cases related to sport corruption and match-fixing.

#### State authorities

UEFA was pleased to further its engagement with state authorities in late June 2021 when the Council of Europe granted UEFA observer status in the follow-up committee of the Convention on the Manipulation of Sports Competitions, commonly referred to as the Macolin Convention, a legal instrument and the only rule of international law specifically addressing match-fixing. Among others, the convention pushes state authorities to work with sports organisations, betting operators and sport governing bodies to prevent, detect, and sanction match-fixing and proposes a common legal framework to facilitate such cooperation worldwide.

#### Integrity organisations

UEFA signed a joint cooperation agreement with FIFPRO, the International Federation of Professional Footballers, in October 2021, which will facilitate closer coordination in the fight against match-fixing to include the exchange of information received via FIFPRO's Red Button whistleblowing app. Available only to professional footballers via FIFPRO or the relevant national player association, Red Button is a secure platform for reporting match-fixing concerns that allows players to report confidentially and, if they so choose, anonymously.



©Getty Images

UEFA will seek to continue building such strategic partnerships as it strives to enhance football's capacity to combat match-fixing.

- [Revamped UEFA anti-match-fixing working group gets down to business](#)
- [Europol and UEFA hold first international conference on match-fixing in football](#)
- [FIFPRO and UEFA join forces to fight match-fixing](#)
- [The Convention on the Manipulation of Sports Competitions \(the Macolin Convention\)](#)

## UEFA competitions

The Anti-Match-Fixing Unit supports the integrity of all UEFA competitions via tailored, competition-specific integrity measures. In keeping with UEFA's overall anti-match-fixing strategy, prevention and education are key components of any competition integrity programme, which may include dedicated education sessions for players, referees and other participants.

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*A match-fixing prevention and awareness session*  
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For UEFA EURO 2020, for example, UEFA implemented a comprehensive integrity programme to safeguard the competition against manipulation and corruption. The programme united key stakeholders from the participating and host countries as well as public authorities – among others, experts from Europol, Interpol, and the Council of Europe – to coordinate tournament-focused integrity initiatives, including dedicated education sessions with the participating national teams, referees and referee assistants.

The tournament's pan-European structure – in which 11 countries throughout Europe hosted matches – provided a unique opportunity to build capacity among the national and international stakeholders who contributed to the success of EURO 2020 integrity efforts.

Building on this success, UEFA launched a tailored integrity initiative for the UEFA Women's EURO 2022 focused around stakeholder engagement, prevention efforts to include dedicated awareness sessions delivered by the 16 integrity officers of the participating teams, pre-competition coordination, and in-competition activities among other actions.

EURO 2020 match-fixing prevention work proves a success

## Selected initiatives

### European Football Anti-Match-Fixing Working Group

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UEFA – joined by additional organisations and stakeholders based on the meeting location and agenda. Working group meetings allow members to exchange information and good practices, advising UEFA on how to protect European football from match-fixers. The European Football Anti-Match-Fixing Working Group meets once per year, with the latest meeting having taken place on 5 July in Manchester ahead of the start of the UEFA Women's EURO 2022.



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### Anti-Match-Fixing Action Plan

The UEFA Executive Committee agreed in July 2021 to increase the resources UEFA invests into the fight against match-fixing and to further develop its internal unit of experts and investigators in the field.

These additional resources will be deployed according to an action plan, informed by the results of an independent feasibility study conducted in 2020, that focuses inter alia on:

- Strengthening cooperation with relevant international and local authorities
- Increasing expertise and support for the key persons fighting match-fixing at the national and international level (in particular UEFA member associations' integrity officers)
- Enhancing education, awareness, and training efforts

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- [Increasing UEFA staff devoted to anti-match-fixing efforts](#)

### Further reading

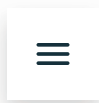
[UEFA kicks off feasibility study regarding the fight against match-fixing in European football](#)

[UEFA to increase resources in the fight against match-fixing](#)

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## Regulations of the UEFA Nations League

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2024/25

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## Preamble

The following regulations have been adopted on the basis of Articles 49(2)(a) and 50(1) of the *UEFA Statutes*.

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# I General Provisions

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## Article 1 Scope of application

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- 1.01 The present regulations govern the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the 2024/25 UEFA Nations League (hereinafter the competition).
- 

## Article 2 Definitions

---

- 2.01 In these regulations, the use of the masculine form refers equally to the feminine, and vice versa.
- 2.02 In the context of these regulations, the following definitions apply:

### Association imagery

In relation to any participating association, that association's (and its team's) name, nicknames, symbols, emblems, logos, marks, designations, shirts and other kit colours and designs (with or without any references to the shirt manufacturer).

### Commercial affiliate

An official sponsor or other commercial partner appointed by UEFA for the competition.

### Commercial rights

Any and all commercial rights and opportunities in and in relation to the competition including media rights, marketing rights and data rights.

### Competition area

The technical area as defined in the *IFAB Laws of the Game* and all areas that are primarily used by players and referees as well as the officials and venue team members during the match, plus the fourth official's position, any additional seats in the stands, the referee review area (RRA) if VAR is used, the players' tunnel, the team and referee dressing rooms, the medical room and the doping control station.

### Data rights

The right to compile and exploit statistics and other data in relation to the competition.

### Doping

The occurrence of one or more of the anti-doping rule violations set out in the *UEFA Anti-Doping Regulations*.

### Football technologies

Any of the technologies which may be used at competition matches in accordance with the *IFAB Laws of the Game* and in line UEFA's instructions, e.g. goal-line technology, video assistant refereeing, medical video review system.

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#### Goal-line technology

A camera-based tracking system used to verify whether a goal has been scored to support the referee's decision.

#### Host association

The association organising a league phase, quarter-final or play-off match or the association designated by the UEFA Executive Committee to stage the finals.

#### Host broadcaster (HB)

The media production team (including official broadcast partners) responsible among other things for the multilateral production of the television and media promotion and coverage of the competition (references to 'international media', 'media representatives' and other similar references include host broadcaster within their meaning).

#### Local organising structure (LOS)

The working group or separate entity, which is specifically created by the host association of the finals, consisting of the persons representing the host association, the stadium representatives, the safety/security services, the host city authorities and/or the relevant host country authorities, as well as any other third party, public bodies and agencies, including transport network and traffic management service, as decided by the host association, for ensuring the implementation and delivery of all matches of the finals.

#### Marketing rights

The right to exploit by any and all means and in any and all media, whether now known or devised in the future, any types of advertising (including electronic and virtual advertising), promotion (including ticket promotions), endorsement, public relations, marketing, merchandising, licensing, franchising, sponsorship, hospitality, concessions, travel and tourism, publishing, retailing, and all other commercial association rights and opportunities that are not media rights, promotional rights or data rights.

#### Media rights

The right to create, distribute and transmit on a linear and/or on-demand basis for reception at any time including on a live and/or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including all forms of television, radio, mobile, wireless and internet distribution), digital, audiovisual, visual and/or audio coverage of the competition and all associated and/or related rights, including fixed media, download and interactive rights.

- 2.03 In the context of these regulations, any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression is illustrative and does not limit the sense of the words preceding those terms.

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### Article 3 Frequency and entries for the competition

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- 3.01 UEFA stages the competition every two years, over one season.
- 3.02 Every UEFA member association (hereinafter association) may enter its national senior men's team for the competition.

---

### Article 4 Admission criteria and procedure

---

- 4.01 To be eligible to participate in the competition, associations must:
  - a. confirm in writing that they themselves, as well as their players and officials, comply with the *IFAB Laws of the Game* promulgated by the International Football Association Board (IFAB) and agree to respect the statutes (including the principles of fair play as defined therein), regulations, protocols, directives and decisions of UEFA;
  - b. confirm in writing that they themselves, as well as their players and officials, agree to recognise the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, as defined in the relevant provisions of the *UEFA Statutes* and agree that any proceedings before the CAS concerning admission to, participation in or exclusion from the competition will be held in an expedited manner in accordance with the *CAS Code of Sports-related Arbitration* and with the directions issued by the CAS, including for provisional or super-provisional measures, to the explicit exclusion of any state court;
  - c. fill in the official entry documents (i.e. all documents containing the information deemed necessary by the UEFA administration for ascertaining compliance with the admission criteria), which must reach the UEFA administration within the deadline set by the latter and communicated in due course through a circular letter sent to all associations.
- 4.02 The UEFA administration decides on admission to the competition. Such decisions are final.

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### Article 5 Duties of the associations

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- 5.01 On entering the competition, participating associations agree:
  - a. to play in the competition until their elimination and to field their strongest team throughout the competition;

- 
- b. to play all matches under the direction of a head coach who is confirmed by the relevant national association as being the head coach/manager responsible for the selection, tactics and training of the team squad and the management of the players and technical staff in the dressing room and the technical area before, during and after the match; the head coach must hold the highest valid coaching qualification of the association by which the head coach is employed (based on the implementation status of the *UEFA Coaching Convention*), but at least a valid UEFA A licence, or, subject to domestic regulations, have at least started the required UEFA coaching diploma course (simple registration for the required diploma course is not sufficient to meet this criterion). The same requirements apply to the assistant coach with regard to the second highest available valid coaching qualification but at least a valid UEFA B licence;
  - c. to stage and play all matches in the competition in accordance with the present regulations;
  - d. to comply with all decisions regarding the competition taken by the UEFA Executive Committee, the UEFA administration or any other competent body and communicated appropriately (by UEFA circular letter or by official letter or email);
  - e. to observe the *UEFA Safety and Security Regulations* for all matches in the competition;
  - f. to stage each match in the competition in a stadium meeting the structural criteria of the stadium category required by [Paragraph 28.01](#) and to make the stadium available and accessible to UEFA from two days before the match until one day after the match unless communicated otherwise by the UEFA administration;
  - g. to indemnify, defend and hold UEFA, its subsidiaries and any LOS and all of their officers, directors, employees, representatives, agents and other auxiliary persons free and harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to any non-compliance by the association or any of its players, officials, employees, representatives or agents with these regulations;
  - h. to adhere to the principles governing the release of players for association teams as laid out in Annexe 1, Article 1 of the *FIFA Regulations on the Status and Transfer of Players*;
  - i. to cooperate with UEFA at any time – and in particular at the end of matches – in the collection of items from the game and players' personal items that could be used by UEFA to create a memorabilia collection to illustrate the heritage of the competition, to the exclusion of any commercial use;
  - j. not to represent UEFA or the competition without UEFA's prior written approval;
  - k. to arrange and play friendly matches on dates left available to their teams within the international windows after UEFA has established the fixture list.

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## Article 6 Responsibilities of the associations

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- 6.01 The associations are responsible for the behaviour of their players, officials, members, supporters and any person carrying out a function at a match on their behalf.
- 6.02 Matches must be played in stadiums within the territory of the host association. Exceptionally, matches may be played in the territory of another UEFA member association, if so decided by the relevant UEFA bodies, for instance for reasons of safety or as a result of a disciplinary measure.
- 6.03 The host association is responsible for safety and security before, during and after the match. The host association may be called to account for incidents of any kind and may be disciplined.
- 6.04 Minimum medical requirements concerning the provision of facilities, equipment and personnel by the host association are set out in the *UEFA Medical Regulations*. For the avoidance of doubt, the host association has sole responsibility for the provision and operation of any facilities and equipment required in the above-mentioned regulations.
- 6.05 Associations are responsible for guaranteeing the application of sustainability principles in their activities throughout the full duration of the competition, in particular in terms of respect for human rights and the environment.
- 6.06 In the weeks prior to each match, associations must enter the required information into UEFA's TIME platform.
- 6.07 The UEFA administration informs the associations participating in the finals about any further guidelines, directives or decisions related to that stage of the competition and provides them with all relevant documents in due time.

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## Article 7 Anti-doping

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- 7.01 Doping is forbidden and is a punishable offence. In case of anti-doping rule violations, UEFA will instigate disciplinary proceedings against the perpetrators and take the appropriate disciplinary measures in accordance with the *UEFA Disciplinary Regulations* and *UEFA Anti-Doping Regulations*. This may include the imposition of provisional measures.
- 7.02 UEFA may test any player at any time.

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## Article 8 Fair play

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- 8.01 All UEFA competition matches must be played in accordance with the principles of fair play as defined in the *UEFA Statutes*.
- 8.02 Fair play assessments are conducted at all matches in the competition in accordance with the *UEFA Fair Play Regulations*, in order to establish association fair play rankings at the end of each season.

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## Article 9 Insurance

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- 9.01 All persons involved in the competition are responsible for their own insurance cover.
- 9.02 Unless otherwise communicated in writing by UEFA, associations are responsible for and undertake to conclude all necessary and adequate insurance cover for their delegations, including players and officials, at their own expense.
- 9.03 The host association must ensure that the owners and/or operators of all official sites, including stadiums, provide fully comprehensive insurance cover, including third-party liability and property damage. If appropriate insurance policies are not provided in due time by the owner and/or operator of an official site, the host association is required to conclude the necessary additional insurance cover at its own cost, failing which it may be concluded by UEFA at the host association's expense.
- 9.04 All insurances must cover the full period of the competition, including the preparation and the post-competition phase.
- 9.05 Claims for damages against UEFA are expressly excluded and anyone involved must hold UEFA harmless from any and all claims for liability arising in relation to the competition. In any case, UEFA may request anyone involved to provide, free of charge, written releases of liability, hold harmless notes, confirmation and/or copies of the policies concerned in one of UEFA's official languages.
- 9.06 The host association must perform an assessment of the risks involved in organising and staging matches and conclude – with reputable insurers and at its own cost – all necessary insurance to cover such risks, including third-party liability and spectator accident coverage. The host association is responsible for ensuring that UEFA is included into the policies as a co-insured party.
- 9.07 The third-party liability policy must include an appropriate guaranteed sum for damage/injury for all occurrences (including bad weather, force majeure and terrorism) to persons, objects, property, and for pure financial economic losses, and it must correspond to the specific circumstances of the associations concerned.
- 9.08 The host association of the finals must perform an assessment of the risks involved in organising and staging the finals and conclude at its own expense adequate insurance cover (including cancellation) for all of its risks arising from preparing, organising and staging the finals.

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## Article 10 Trophy, plaques and medals

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- 10.01 The original trophy, which is used for the official presentation ceremony at the final and at other official events approved by UEFA, remains in UEFA's keeping and ownership at all times. A full-size replica trophy, the UEFA Nations League winners' trophy, is awarded to the winning association.
- 10.02 Any association which wins the competition three consecutive times or five times in total receives a special mark of recognition. Once a cycle of three successive wins or

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five in total has been completed, the association concerned starts a new cycle from zero.

- 10.03 Replica trophies awarded to winners of the competition (past and current) must remain within the relevant association's control at all times and may not leave the association's country without UEFA's prior written consent. Associations must not permit a replica trophy to be used in any context where a third party (including their sponsors and other partners) is granted visibility or in any other way which could lead to an association between any third party and the trophy and/or the competition. Associations must comply with any trophy use guidelines that the UEFA administration may issue from time to time.
- 10.04 Associations may not, and may not permit any third party to, develop, create, use, sell or distribute any promotional materials or merchandise bearing any representation of the trophy or any replica thereof (including trophy lift images) or use any such representation in a manner that could lead to an association between any third party and the trophy and/or the competition.
- 10.05 The winning team is presented with 40 gold medals, the runner-up with 40 silver medals and the third-placed team with 40 bronze medals. No additional medals may be produced.
- 10.06 Each association that competes in the finals receives a commemorative plaque.

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#### Article 11 Intellectual property rights

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- 11.01 UEFA is the exclusive owner of all intellectual property rights of the competition, including any current or future rights in all types of audio and visual material of the competition, names, logos, visual identities, brands, music, mascots, medals, plaques, commemorative items, trophies and certain key elements of the official match ball design. Any use of the aforementioned rights, any imitation and/or variation thereof and any other reference to the competition (such as by associating the name of an association with the date of a match) requires the prior written approval of UEFA and must comply with any conditions imposed by UEFA.
- 11.02 All rights to the fixture list and match schedule, as well as any data and statistics (including databases in which such data is stored) in relation to the matches of and players' participation in the competition are the sole and exclusive property of UEFA. No tickets or accreditation may be used by anyone in order to gain access to a venue for the purposes of collecting or gathering such data, and such activities are expressly prohibited. The foregoing prohibition does not apply to the participating associations, subject to any and all such data collected being used solely for the purposes of instructing their team, players and officials and expressly excluding any other exploitation or use whatsoever.

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## II Competition System

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### Article 12 Competition stages and seeding

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- 12.01 All matches in the competition are played in conformity with the *IFAB Laws of the Game*. The half-time interval lasts 15 minutes.
- 12.02 The competition stages are as follows:
- a. League phase, comprising 14 groups divided into four leagues as follows:
    - League A, containing four groups of four teams;
    - League B, containing four groups of four teams;
    - League C, containing four groups of four teams;
    - League D, containing two groups of three teams.
  - b. League A knockout stage, comprising four quarter-finals and the finals (semi-finals, third-place match and final).
  - c. Play-offs, comprising ten play-off ties to determine the league allocation of the participating teams for the next edition of the competition:
    - League A/B play-offs 1, 2, 3 and 4;
    - League B/C play-offs 1, 2, 3 and 4;
    - League C/D play-offs 1 and 2.

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### Article 13 Group formation – league phase

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- 13.01 The participating teams are divided into the four leagues on the basis of their positions in the 2024/25 UEFA Nations League Access List (see [Annex C](#)):
- a. The 16 teams ranked 1st to 16th enter League A.
  - b. The 16 teams ranked 17th to 32nd enter League B.
  - c. The 16 teams ranked 33rd to 48th enter League C.
  - d. The 6 teams ranked 49th to 54th enter League D.
- 13.02 The following principles apply to the league phase draw:
- a. The composition of the groups within each league is decided by draw.
  - b. The teams in each league are seeded according to the 2024/25 UEFA Nations League Access List.
  - c. Additional draw conditions may be applied, subject to approval by the UEFA Executive Committee.

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### Article 14 Match system – league phase

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- 14.01 All matches in the league phase are played according to the league system, with each team playing one home match and one away match against each of the other teams in its group. Three points are awarded for a win, one for a draw, and none for a defeat.
- 14.02 On completion of the league phase, final group standings are compiled based on the number of points obtained by each team in the group.

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## Article 15 Equality of points – league phase

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- 15.01 If two or more teams in the same group are equal on points on completion of the league phase, the following criteria are applied, in the order given, to determine their rankings:
- a. higher number of points obtained in the group matches played among the teams in question;
  - b. superior goal difference from the group matches played among the teams in question;
  - c. higher number of goals scored in the group matches played among the teams in question;
  - d. if, after having applied criteria a) to c), teams still have an equal ranking, criteria a) to c) are reapplied exclusively to the matches between the remaining teams to determine their final rankings. If this procedure does not lead to a decision, criteria e) to k) apply in the order given to the two or more teams still equal;
  - e. superior goal difference in all group matches;
  - f. higher number of goals scored in all group matches;
  - g. higher number of away goals scored in all group matches;
  - h. higher number of wins in all group matches;
  - i. higher number of away wins in all group matches;
  - j. lower disciplinary points total based only on yellow and red cards received by players and team officials in all group matches (red card = 3 points, yellow card = 1 point, expulsion for two yellow cards in one match = 3 points);
  - k. higher position in the 2024/25 UEFA Nations League Access List (see [Annex C](#)).

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## Article 16 Match system – play-offs

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- 16.01 The following teams contest the play-offs, which determine their league allocations for the next edition of the competition, based on their ranking in the interim overall 2024/25 UEFA Nations League rankings at the end of the league phase:
- a. The League A/B play-offs are contested by:
    - the four third-ranked teams from League A, ranked 9th to 12th in the interim overall rankings;
    - the four runners-up from League B, ranked 21st to 24th in the interim overall rankings.
  - b. The League B/C play-offs are contested by:
    - the four third-ranked teams from League B, ranked 25th to 28th in the interim overall rankings;
    - the four runners-up from League C, ranked 37th to 40th in the interim overall rankings.
  - c. The League C/D play-offs are contested by:
    - the two best-ranked fourth-placed teams from League C, ranked 45th and 46th in the interim overall rankings;
    - the two runners-up from League D, ranked 51st and 52nd in the interim overall rankings.



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- 16.02 The play-off pairings are determined by means of a draw. The teams from the higher league are seeded and are drawn against teams from the lower league. Additional draw conditions may be applied, subject to approval by the UEFA Executive Committee.
- 16.03 The play-offs are played according to the knockout system, with each team playing its opponent twice, once at home and once away. The team that scores the greater aggregate of goals over the two legs wins the play-off tie. Otherwise, the provisions of [Article 18](#) apply.
- 16.04 In each play-off match, the team from the lower league plays the first leg at home.
- 16.05 If any of the teams due to participate in the League C/D play-offs qualifies for the European Qualifier play-offs for the 2026 FIFA World Cup in March 2026, the League C/D play-offs are not played. The two teams ranked 46th and 47th in the interim overall UEFA Nations League rankings (see [Article 19](#)) remain in League C for the next edition of the competition, and the two teams ranked 50th and 51st remain in League D.

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#### Article 17 Match system – League A knockout stage

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- 17.01 The four League A group winners and the four League A group runners-up participate in the quarter-finals.
- 17.02 The quarter-final pairings are referred to as quarter-final 1, quarter-final 2, quarter-final 3 and quarter-final 4 and are determined by means of a draw in accordance with the following principles:
- League A group winners are seeded and are each drawn against a runner-up from a different group.
  - Additional draw conditions may be applied, subject to approval by the UEFA Executive Committee.
- 17.03 The quarter-finals are played under the knockout system with two-legged ties (home and away matches). The runners-up of each group in League A play the first leg at home. The team that scores the greater aggregate of goals in the two matches qualifies for the semi-finals. Otherwise, the provisions of [Article 18](#) apply.
- 17.04 The semi-finals, third-place match and the final are played in single-leg knockout matches at a venue designated by the UEFA Executive Committee.
- 17.05 The semi-final pairings are drawn between the quarter-final winners. Draw conditions may be applied, subject to approval by the UEFA Executive Committee.
- 17.06 For scheduling purposes, if a host association team is participating in the semi-finals, its semi-final match is declared semi-final 1 and the host association is considered to be the home team of that match.
- 17.07 The winners of the two semi-finals contest the final and the two teams defeated in the semi-finals contest the third-place match. The winner of semi-final 1 is considered the home team of the final, and the defeated team of semi-final 1 is considered the home team of the third-place match.

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17.08 The winner of the final is declared the UEFA Nations League winner.

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#### Article 18 Extra time and penalty shoot-outs

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- 18.01 If the two teams involved in a play-off or quarter-final score the same number of goals over the two legs, two 15-minute periods of extra time are played at the end of the second leg. The team that scores more goals during extra time is the winner. If both teams score the same number of goals or no goals are scored during extra time, a penalty shoot-out determines the winner.
- 18.02 If there is no winner at the end of normal time in a semi-final match or the final, two 15-minute periods of extra time are played. If the two teams are still equal after extra time, the winner is determined by a penalty shoot-out.
- 18.03 If there is no winner at the end of normal time in the third-place match, the winner is determined by a penalty shoot-out.
- 18.04 If extra time is required, there is a five-minute break between the end of normal time and the start of extra time. As a rule, the players remain on the field of play during this five-minute break, at the discretion of the referee.
- 18.05 Penalties are taken in accordance with the procedure laid down in the *IFAB Laws of the Game*.

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#### Article 19 Individual league, interim overall and final overall rankings

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- 19.01 At the conclusion of the league phase, individual league rankings (see [Annex D](#)) are established according to the following criteria, in the order given:
- a. position in the group;
  - b. higher number of points;
  - c. superior goal difference;
  - d. higher number of goals scored;
  - e. higher number of away goals scored;
  - f. higher number of wins;
  - g. higher number of away wins;
  - h. lower disciplinary points total based only on yellow and red cards received by players and team officials (red card = 3 points, yellow card = 1 point, expulsion for two yellow cards in one match = 3 points);
  - i. higher position in the 2024/25 UEFA Nations League Access List (see [Annex C](#)).
- 19.02 In the exceptional case of different sized groups within the same league, the results against the fourth-placed team are not taken into account for the purposes of comparing teams placed first, second and third in their respective group.
- 19.03 At the conclusion of the league phase, the interim overall 2024/25 UEFA Nations League rankings (see [Annex D](#)) are established as follows:
- a. The 16 League A teams are ranked 1st to 16th according to their individual league rankings.

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- b. The 16 League B teams are ranked 17th to 32th according to their individual league rankings.
  - c. The 16 League C teams are ranked 33th to 48th according to their individual league rankings.
  - d. The 6 League D teams are ranked 49th to 54th according to their individual league rankings.

19.04 Associations are promoted and relegated between the four leagues for the next edition of the competition as follows:

- a. The four group winners in each of Leagues B and C and the two group winners in League D are promoted to the next league up.
- b. The four fourth-placed teams in each of Leagues A and B are relegated to the next league down.
- c. The two teams from League C ranked 47th and 48th in the interim overall 2024/25 UEFA Nations League rankings at the conclusion of the league phase are relegated to League D.
- d. The four winners of the League A/B play-off ties play in League A and the four defeated teams play in League B.
- e. The four winners of the League B/C play-off ties play in League B and the four defeated teams play in League C.
- f. If contested, the two winners of the League C/D play-off ties play in League C and the two defeated teams play in League D.

19.05 The final overall 2024/25 UEFA Nations League rankings are established based on the results of the knockout stage and the play-offs. Teams within each of the groups listed below are ranked based on their position in the 2024/25 interim overall UEFA Nations League rankings (see [Annex D](#)).

- a. The four winners of the quarter-finals are ranked 1st to 4th, until the finals have been completed (see [Paragraph 19.06](#)).
- b. The four defeated teams of the quarter-finals will be ranked 5th to 8th.
- c. The four teams directly promoted from League B to League A and the four winners of the League A/B play-offs will be ranked 9th to 16th.
- d. The four teams directly relegated from League A to League B and the four defeated teams of the League A/B play-offs will be ranked 17th to 24th.
- e. The four teams directly promoted from League C to League B and the four winners of the League B/C play-offs will be ranked 25th to 32nd.
- f. The four teams directly relegated from League B to League C and the four defeated teams of the League B/C play-offs will be ranked 33rd to 40th.
- g. The four teams in ranks 41 to 44 remain ranked 41st to 44th.
- h. The two teams directly promoted from League D to League C and the two winners of the League C/D play-offs will be ranked 45th to 48th.
- i. The two teams directly relegated from League C to League D and the two defeated teams of the League C/D play-offs will be ranked 49th to 52nd.
- j. The two teams in ranks 53 and 54 remain ranked 53rd and 54th.

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19.06 The results of the final and the third-place match are reflected in the final overall 2024/25 UEFA Nations League rankings as follows:

- the winner is ranked 1st;
- the runner-up is ranked 2nd;
- the third-placed team is ranked 3rd;
- the fourth-placed team is ranked 4th.

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### III Match Scheduling

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#### Article 20 Match dates and fixtures

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- 20.01 The matches of the league phase, the play-off phase, the quarter-finals and the finals are played on the dates listed in the *2024–26 National Team Match Calendar* (see [Annex A](#)). Changes to these dates are not allowed unless decided by the UEFA administration.
- 20.02 After each draw (league phase, play-offs and knockout stage), the UEFA administration compiles the corresponding fixture list, including the match dates and kick-off times.
- 20.03 The fixture lists are compiled according to the following principles.

- a. Matches are played on the following days:

	Wed	Thu	Fri	Sat	Sun	Mon	Tue
League phase	✗	✓	✓	✓	✓	✓	✓
Play-offs and quarter-finals	✗	✓	✓	✓	✓	✓	✓
Finals	✓	✓	✗	✗	✓	✗	✗

- b. At least two rest days are provided between each team's matches (i.e. a team that plays on Thursday cannot play again until Sunday at the earliest).
- c. League phase: as much consideration as possible is given to ensuring a fair distribution of weekday and weekend matches and a regular sequence of home and away matches for each team.
- d. League phase: teams in the same group play on the same day.
- e. Additional conditions may be applied, subject to approval by the UEFA Executive Committee.
- 20.04 Deviations from these general principles are possible and decided by the UEFA administration.

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## Article 21 Friendly matches

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- 21.01 Friendly matches organised within the framework of the centralisation of commercial rights are also played on the dates listed on the *2024-26 National Team Match Calendar* (see [Annex A](#)).
- 21.02 Under the supervision of the UEFA administration, the participating teams must make the necessary arrangements so that friendly matches are organised on the dates when such teams are not involved in competition matches.
- 21.03 Friendly matches must be cancelled or postponed if needed for rescheduling abandoned or cancelled competition matches.

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## Article 22 Venues and kick-off times

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- 22.01 The host association submits the venue for each match to the UEFA administration at least 120 days before the match in question.
- 22.02 The UEFA administration is responsible for approving stadiums. Only when the administration has compiled the necessary information, and conducted potential stadium visits, will the final approval be given for use of the stadium in question.
- 22.03 When announcing a venue, the host association must take into account the length of the journey to be undertaken by the visiting team. In principle, the venue for a match must be no more than a 90-minute bus drive from the nearest international airport with daily flights from/to other European cities.
- 22.04 Any objection by a visiting association regarding a selected venue must be communicated to the UEFA administration, with the host association in copy, within three working days of the venue being announced by the host association. The UEFA administration will then take a final decision, either confirming the venue or requesting that the host association propose another one in accordance with these regulations.
- 22.05 The following kick-off times apply:

Wednesday	---	20.45CET	
Thursday	---	20.45CET	
Friday	---	20.45CET	
Saturday	15.00CET (optional)	18.00CET	20.45CET
Sunday	15.00CET (optional)	18.00CET	20.45CET
Monday	---	20.45CET	
Tuesday	---	20.45CET	

- 22.06 In principle, matches within the same group kick off simultaneously on the last matchday.

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22.07 If necessary, the UEFA administration may change the above kick-off times.

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### Article 23 Changes to the match schedule

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- 23.01 If any party to the match has any reason to doubt whether a match can take place as scheduled, they must notify the UEFA administration immediately. If the UEFA administration receives any such notification, or has any reason itself to believe a match may not be able to be played as scheduled, it decides if any change will be made to the venue, date or kick-off time, or if the match will take place as scheduled. Such decision by the UEFA administration is final.
- 23.02 The referee decides if a match cannot start or if a match which has started must be abandoned. This decision is made after consultation with the UEFA match delegate and, when possible, the UEFA administration.
- 23.03 If there are fewer than seven players on either of the teams, the match is not played or is abandoned.
- 23.04 In all cases, decisions taken on the basis of this article are without prejudice to any possible disciplinary measures.

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### Article 24 Rescheduling of matches

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- 24.01 If a match cannot start or cannot be played in full, the full or remaining match time is, as a rule, played on the next day, without prejudice to any possible disciplinary measures. For that purpose, the host associations must conclude all the necessary agreements to ensure that the required facilities are available and can be operated.
- 24.02 If a match cannot be rescheduled the next day, the UEFA administration fixes a new date, during or as close as possible to the international match calendar window concerned. The rescheduling may entail exceptions to the regular match scheduling pattern.
- 24.03 As a rule, a rescheduled match is played at the same venue. If the circumstances require a change of venue, the UEFA administration must approve the alternative venue.
- 24.04 For cases of extreme urgency and to ensure the match is completed, if necessary without spectators, the host association must guarantee a back-up stadium, for approval by the UEFA administration. For emergency back-up stadiums, exceptions can be made to all existing stadium requirements.
- 24.05 In all cases, the UEFA administration must approve the venue and fix the new kick-off time taking account of the teams' needs wherever possible.
- 24.06 If an association is responsible for the rescheduling of all or part of a match, that association bears its own expenses, as well as any additional travel, board and lodging expenses of the other association, of the referee team and the match officers, without prejudice to any possible disciplinary measures.

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- 24.07 If the match is rescheduled through no fault of either association, each party bears its own expenses related to the original fixture and the rescheduled match or remaining match time.
- 24.08 In all cases, decisions taken by the UEFA administration on the basis of this article are final.
- 24.09 If the referee decides to abandon the match, the remaining match time must be played according to the following principles:
- a. The match sheet may contain any players registered for the match in accordance with [Paragraph 27.02](#) and [Paragraph 27.03](#), with the exception of players substituted or sent off during the abandoned match as well as players suspended for the abandoned match. The players who were in play at the time the match was abandoned may not be included on the match sheet as substitutes when the match is resumed.
  - b. Any sanctions imposed before the match was abandoned remain valid for the remainder of the match.
  - c. Single yellow cards imposed before the match was abandoned are not carried forward to any other matches before the abandoned match is completed.
  - d. Players and team officials sent off during the abandoned match cannot be replaced and the number of players in the starting line-up remains as it was when the match was abandoned.
  - e. Players and team officials who were suspended following a match played after the abandoned match in question can be included on the match sheet.
  - f. The teams can make only the number of substitutions to which they were still entitled when the match was abandoned, using their respective remaining number of stoppages in play.
  - g. The match must restart on the same spot where the abandoned match action occurred (i.e. free-kick, throw-in, goal kick, corner kick, penalty, etc.). If the match was stopped during the normal flow of the game, a dropped ball on the spot where it was abandoned shall be used to restart.

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#### Article 25 Refusal to play and similar cases

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- 25.01 If an association refuses to play or is responsible for a match (including any penalty shoot-out) not taking place or not being played in full, the UEFA Control, Ethics and Disciplinary Body declares the match forfeited by the association concerned. Moreover, if the circumstances of the case so justify, the UEFA Control, Ethics and Disciplinary Body may impose any further disciplinary measures deemed appropriate on the association concerned, including the disqualification from the competition.
- 25.02 The UEFA Control, Ethics and Disciplinary Body can validate the result as it stood at the moment when the match was abandoned if the match result was to the detriment of the association responsible for the match being abandoned.
- 25.03 If an association is disqualified during the competition, the results of all of its matches are declared null and void, and the points awarded forfeited.



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- 25.04 An association that refuses to play or is responsible for a match not taking place or not being played in full may lose all rights to payments from UEFA, depending on the gravity of the circumstances.
  - 25.05 Upon receipt of a reasoned and well-documented request from the aggrieved association(s), the UEFA administration may set an amount of compensation due for financial loss.

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## IV Player Registration

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### Article 26 Player eligibility

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- 26.01 Each association must select players for its national representative team who hold the nationality of its country and who comply with the provisions of Articles 5 to 9 of the *Regulations Governing the Application of the FIFA Statutes*.
- 26.02 Each player taking part in the competition must be in possession of a valid passport or identity card of the country for which he is playing, containing a photograph and giving full particulars of his date of birth (day, month, year). Otherwise, he will not be allowed to take part in the competition. The referee or the UEFA match delegate may ask to see the passports/identity cards of the players listed on the match sheet.
- 26.03 All players must undergo a medical examination to the extent provided for by the *UEFA Medical Regulations*.
- 26.04 The UEFA administration decides on questions of player eligibility. Challenged decisions are dealt with by the UEFA Control, Ethics and Disciplinary Body.

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### Article 27 Player lists

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- 27.01 Each association must provide the UEFA administration with a list of 23 players (surnames, first names, club and date of birth) as well as the surnames, first names and date of birth of the head coach and assistant coach, mentioning their coaching qualifications. Three of these 23 players must be goalkeepers.
- 27.02 For the league phase and for play-off and quarter-final matches, the list of 23 players must be completed online by 0:00 CET the night before the match. A signed copy of this list must be handed to the UEFA match delegate at the organisational meeting.
- 27.03 For the finals, the list of the 23 players must be completed online at least seven full days before the first semi-final. A signed copy of this list must also be sent to the UEFA administration by the same deadline.
- 27.04 Should listed players or goalkeepers become seriously injured or ill, they may only be substituted if both their team doctor and a doctor from the UEFA Medical Committee confirm that the injury or illness is sufficiently serious to prevent them from taking part in the finals. Subject to the final approval of the UEFA administration, they may be replaced on the list of 23 players registered for the finals, as follows:
- a. players and goalkeepers may be replaced before their team's first match in the finals,
  - b. goalkeepers may also be replaced before their next match during the finals.
- 27.05 All official player lists are published by the UEFA administration.
- 27.06 The associations are responsible for ensuring that the aforementioned provisions concerning player eligibility and lists of players are observed.

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## V Stadium Infrastructure

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### Article 28 Stadiums

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- 28.01 Unless stipulated otherwise in these regulations, all matches in the competition must be played in stadiums that meet the stadium requirements defined in the *2022/28 Commercial Regulations governing the European Qualifiers, UEFA Nations League and friendly matches* as well as the structural criteria defined in the *UEFA Stadium Infrastructure Regulations* for the following stadium categories:
- category 4 for the finals;
  - category 4 for the league phase, play-offs and quarter-finals, or exceptionally category 3 if no category 4 stadium is available.
- 28.02 UEFA representatives may conduct a site visit of each stadium.

### Article 29 Pitches

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- 29.01 The host association must make every reasonable effort to ensure that the pitch is in the best possible condition for play. If the climatic conditions so require, facilities such as pitch heating and a pitch cover must be provided, to ensure that the field of play can be made available in a suitable condition on any match date. The UEFA administration or a third party mandated by UEFA may carry out pitch inspections at any time before and during the competition to check whether the pitch is in a suitable condition to host matches in the competition. Following any initial pitch inspection and recommendation report, the cost of any further inspections or the provision of expert guidance or material by a third party is to be assumed by the association concerned. Associations are requested to cooperate fully with such inspections.
- 29.02 For natural pitches, the height of the grass may not, in principle, exceed 30mm and the entire playing surface must be cut to the same height. The height of the cut should be the same for both the training sessions and the match. If deemed necessary by the referee or the UEFA match delegate, the host association may be requested to reduce the height of the grass for the match and training sessions.
- 29.03 Any full or partial replacement of a pitch ahead of a match must be communicated in advance to UEFA.
- 29.04 The host association must announce the pitch-watering schedule at the organisational meeting. The pitch must be watered evenly and not only in certain areas. As a general rule, pitch watering must be finished 60 minutes before kick-off. Additional pitch watering may be carried out if so decided by the host association in the league phase, play-off and quarter-final matches, and by UEFA in the finals, provided it takes place:
- between 15 and 10 minutes before kick-off (or between 20 and 15 minutes before kick-off depending on the countdown); and/or
  - during half-time (for a maximum of five minutes, allowing substitute players to warm up on the field of play).

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The referee is entitled to request changes to the schedule.

- 29.05 Participating associations may not allow any commercial or promotional activities (e.g. commercial or product brands, logos or commercial mascots) to appear on the field of play from the moment the teams are ready to kick off until after the final whistle. The UEFA administration may allow such activities to take place at half-time in the league phase matches.
- 29.06 The positioning of pitch advertising perimeter boards is shown in [Annex E](#). Any other kind of upright advertising must be positioned at least three metres from the boundary lines of the field of play and at least one metre from the goal net, and must be safe for players and referees.
- 29.07 All goals must be set up securely and in accordance with the *IFAB Laws of the Game* and UEFA's instructions. No additional structural elements or physical support may be used inside the net or in its immediate surroundings other than bars fixing the goal net to the ground and goal net stanchions behind and outside the net. Portable goals must not be used.
- 29.08 It is the responsibility of the host association to ensure that the area immediately adjacent to the pitch is safe for players and referees. This includes, but is not limited to, securely installing additional, high-quality, green artificial turf around the field of play if necessary.
- 29.09 Associations must respect the pitch cutting guidelines.
- 29.10 Associations must respect the applicable pitch protection maps for the MD-1 training sessions and the pre-match warm-ups.

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### Article 30 Artificial turf

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- 30.01 With the exception of the finals, which must be played on natural turf, matches in the competition may be played on artificial turf in accordance with the *UEFA Stadium Infrastructure Regulations* and provided that such artificial turf is certified as FIFA Quality Pro.
- 30.02 The owner of the artificial turf and the host association are fully responsible for meeting the above requirements, in particular those related to:
- maintenance work and ongoing improvement measures; and
  - safety and environmental measures as set out in the *FIFA Quality Programme for Football Turf – Handbook of Requirements* and the *FIFA Quality Programme for Football Turf – Handbook of Test Methods*.
- 30.03 The owner of the artificial turf and the host association must obtain sufficient warranties and/or guarantees related to the material and the installation from the manufacturer and the installer of the artificial turf.
- 30.04 UEFA cannot be held responsible for any damages to third parties resulting from the use of the artificial turf.

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- 30.05 At the time the venue is announced to the UEFA administration, the host association must submit a copy of the relevant artificial turf certificate, which must still be valid on the date of the match in question.

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### Article 31 Floodlights

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- 31.01 All matches must be played under floodlights. The average level of horizontal illuminance must be at least 1,400 Eh (lux) and the uniformity ratios must be  $U1 > 0.5$  and  $U2 > 0.7$ . The average level of vertical illuminance must be at least 1,000 Ev (lux) and the uniformity ratios must be  $U1 > 0.4$  and  $U2 > 0.5$ . Associations must ensure that floodlighting installations are maintained and provide UEFA with a valid lighting certificate issued within the previous 12 months. UEFA may conduct an independent assessment of lighting levels in stadiums and will notify the associations in good time of the results of such assessments and of any corrections to be made. All glare ratings ( $R_G$ ) must be less than 50. The pitch illuminance levels should have a colour rendering ( $R_a$ ) of at least 80.
- 31.02 Associations must ensure that floodlighting installations are maintained and provide UEFA with a valid lighting certificate issued within the previous 12 months. UEFA may conduct an independent assessment of lighting levels in stadiums and will notify the associations in good time of the results of such assessments and of any corrections to be made.
- 31.03 Full floodlighting must be provided for training sessions the day before the match and from two hours before kick-off, unless it is required earlier for operational purposes (e.g. calibration of goal-line technology). Furthermore, the use of LED floodlight entertainment (light show) may be permitted according to the principles determined in the UEFA Stadium Entertainment Lighting Guide. Any such use may only take place either before the warm-up, between the warm-up and the players leaving the tunnel for the match, or after the match. Any exceptions may be agreed with UEFA in specific circumstances (e.g. during a moment of silence).

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### Article 32 Football technologies

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- 32.01 Certain football technologies may be used, if decided by UEFA, in accordance with the *IFAB Laws of the Game* and the relevant FIFA Quality Programmes.
- 32.02 Each association authorises UEFA and UEFA's suppliers to install the football technologies approved by UEFA for the competition in its stadium. The association and the stadium owner/operator must cooperate with UEFA and its suppliers and provide them with reasonable access to the stadium and stadium facilities at all times for this purpose (including for all purposes relating to the FIFA Quality Programme certifications). The association must not use or move, and must ensure that no third party other than UEFA or its suppliers uses or moves, any of the equipment or cabling installed at its stadium in connection with the approved football technologies.
- 32.03 Host associations may use pre-installed and certified goal-line technology (GLT) systems in the league phase, play-offs and quarter-finals, subject to the visiting

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team's consent and UEFA's approval. The host association remains fully responsible for the operation of the system and bears all the associated costs.

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## VI Equipment

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### Article 33 Applicable regulations

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- 33.01 The *UEFA Equipment Regulations* apply to all matches in the competition, unless specified otherwise in these regulations.

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### Article 34 Playing attire approval

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- 34.01 All teams must submit the playing attire approval form online to the UEFA administration for approval by the given deadline.
- 34.02 All equipment items worn or used during the finals must be free of any sponsor advertising. This provision applies:
- to any event held at a stadium, from arrival at the stadium until departure from the stadium;
  - to any training session designated as official by the UEFA administration; and
  - at any official UEFA press conference.

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### Article 35 Colours

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- 35.01 For all competition matches, teams must submit online the agreed playing attire colours to be worn for each match. The home team has the first choice as to which of its official sets of playing attires registered online it wears for its home matches.
- In the qualifying competition, the proposed colours will be validated on-site by the referee team.
  - As of the play-offs, the proposed colours will be validated in advance by the UEFA administration.
- 35.02 In any case, if the referee notices on the spot that the colours of the two teams could lead to confusion, a final decision on the colours is taken in consultation with the UEFA match delegate and the UEFA administration. As a rule, in such cases it is the home team that has to change colours, for practical reasons.

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### Article 36 Numbers and names

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- 36.01 Players must be allocated numbers between 1 and 23. If the number 1 is used, it must be worn by a goalkeeper.
- 36.02 For the finals, players must be allocated fixed numbers. These numbers must be displayed at chest height on the front of the shirts and the players' names must be added to the numbers on the back.
- 36.03 In case an outfield player must take the position of goalkeeper during a match, each team must have an extra set of goalkeeper shirts without names or numbers in the same two colours as the regular goalkeeper shirts.

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### Article 37 Badges

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- 37.01 The competition badge must appear on the free zone of the right shirt sleeve.
- 37.02 The reigning titleholder must wear the titleholder badge (instead of the competition badge) on the free zone of the right shirt sleeve.
- 37.03 The applicable UEFA campaign badge must be worn on the free zone of the left shirt sleeve.
- 37.04 None of the badges may be used in any other competition, or for any other purpose, including commercial or promotional activities, without UEFA's prior approval.

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### Article 38 Other team equipment

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- 38.01 UEFA provides the participating associations with special equipment and issues guidelines for their use at all matches of the league phase, play-offs and quarter-finals.
- 38.02 For the finals, the special equipment provided to each participating association must be used, to the exclusion of any similar items.
- 38.03 For the finals, only warm-up bibs provided by UEFA may be used during official training sessions, for the pre-match warm-ups held at the stadium and for the warm-up of substitute players during the match.



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## VII Ticketing

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### Article 39 Visiting team tickets

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- 39.01 Host associations must make at least 5% of the total capacity of their stadium available exclusively to visiting supporters, in a safe and segregated area, having all the services operated and accessible as long as spectators have access to the stadium. In addition, visiting associations are entitled to purchase up to 200 top-category tickets (unless otherwise agreed between the two associations in question) for their VIP supporters, sponsors, etc. (see the relevant Articles of the *UEFA Stadium Infrastructure Regulations* and the *UEFA Safety and Security Regulations*).
- 39.02 An adequate number of complimentary and purchase tickets, to be fixed by mutual agreement, must be set aside for the visiting association for all matches of the league phase, play-offs and quarter-finals.
- 39.03 Visiting associations which have requested an allocation of tickets for the whole or part of the segregated area may return any unused tickets to the host association without payment up to seven days prior to the match, unless otherwise agreed by the two associations in writing. After this deadline the visiting association must pay for the whole allocation, irrespective of whether all the tickets have been sold.
- 39.04 The host association may reallocate tickets returned or not requested by the visiting association provided that all safety and security measures (as mentioned in the *UEFA Safety and Security Regulations*) are respected and that such tickets are not reallocated to supporters of the visiting association.

### Article 40 Tickets with hospitality service

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- 40.01 The ticket requirements for UEFA and its partners are set out in the *2022/28 Commercial Regulations governing the European Qualifiers, UEFA Nations League and friendly matches*.
- 40.02 The official UEFA representatives and at least 20 representatives of the visiting association must be provided with complimentary top-category seats (and associated hospitality) in the VIP sector.

### Article 41 Ticketing – finals

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- 41.01 UEFA governs all aspects of the allocation, sale and distribution of tickets to matches in the finals (whether alone or as part of a package), including but not limited to quotas, production, prices, methods of distribution and sales conditions and channels. The host associations' duties with respect to ticketing matters are defined in the staging agreement with UEFA.
- 41.02 Any ticket or hospitality-related agreements and/or terms and conditions which are issued by UEFA must be complied with by the participating associations. Participating associations must provide to UEFA the support necessary to ensure

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compliance with any such agreements and/or terms and conditions in case breaches or infringements occur within the participating association's territory and/or involve the participating association's fans or partners.

**41.03** Each association participating in the finals is entitled to complimentary and purchase tickets for its matches. UEFA will determine the quantity of tickets allocated to each participating association.

**41.04** Purchase tickets are not paid for by the participating associations in advance of the finals but deducted from the association's current account with UEFA.

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## VIII Match Organisation

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### Article 42 Team arrivals

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- 42.01 Visiting associations must arrange for their teams to arrive at the match venue no later than 24 hours before kick-off of all matches of the league phase, play-offs and quarter-finals.
- 42.02 During the finals, the teams must arrive at their assigned team hotel or be within a reasonable distance of the match venue no later than 24 hours before kick-off and in time for their media activities.

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### Article 43 Training sessions

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- 43.01 The day before a match in the league phase, the play-offs and the quarter-finals, pitch conditions permitting, both teams are allowed to train for a maximum of one hour on the pitch on which the match is to take place. If holding such training sessions could render the pitch unfit for play the next day, an alternative training ground must be made available. Alternative training grounds must be approved by the UEFA administration in advance. If both teams wish to train at the same time, priority is given to the visiting team. Alternatively, both training sessions may be allowed at the stadium but limited to certain areas of the pitch, provided that the restrictions on the use of the pitch are communicated in writing to each team. Pitch watering ahead of a visiting team's official training session at the stadium must be agreed between the two associations in the league phase, play-offs and quarter-finals. In principle, the stadium's retractable roof should be in the same position for training sessions as anticipated for the match, subject to the prevailing weather conditions.
- 43.02 The day before each match in the finals, pitch conditions permitting, both teams are allowed to familiarise themselves with the pitch on which the match is to take place for a maximum of 45 minutes. In all cases, if holding such sessions could render the pitch unfit for play the next day, an alternative training ground must be made available. Alternative training grounds must be approved by the UEFA administration in advance. If both teams wish to use the same time slot, priority is given to the visiting team. In all cases, use of the field of play is subject to the limitations decided by the organiser in order to preserve the pitch for matchday. For this reason, goal-mouth areas are generally not accessible and training material cannot be used.
- 43.03 In addition, during the league phase, play-offs and quarter-finals, the visiting team may hold private training sessions at a location to be agreed with the host association, but not at the match stadium.
- 43.04 The day before the match, pitch conditions permitting, the referee team may train on the pitch on which the match will be played. If such a training session is not possible as a result of pitch conditions or travel times, an alternative facility should be made available.

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- 43.05 If the visiting team and/or referees cannot train at the stadium the day before the match for whatever reason (e.g. pitch conditions), they must be permitted to visit the stadium the day before the match.
- 43.06 If an association participating in the finals holds a public training session, it must comply with the instructions and guidelines issued by the UEFA administration. Participating associations may not exploit any commercial rights in relation to such public training sessions.
- 43.07 In case the visiting team requests a cool down after the match, it must be communicated at the matchday organisational meeting. Requests are subject to the approval of the host association, and, in some cases, local authorities, who may request further details (e.g. number of players, duration, type of exercises, etc.).

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#### Article 44 Team hotels and training centres – finals

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- 44.01 For the finals, UEFA provides each association a number of pre-selected team hotels with training centres. Should an association choose another training centre, then it must ensure full compliance with these regulations and cover all the related costs.
- 44.02 All training centres used during the finals are considered official. The UEFA administration will issue specific instructions and guidelines regarding the use of such training centres.

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#### Article 45 Match equipment

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- 45.01 Balls must comply with the *IFAB Laws of the Game* as well as with the *UEFA Equipment Regulations*.
- 45.02 The host association must provide balls for all matches and training sessions of the league phase, quarter-finals and play-offs.
- 45.03 For matches and official training sessions during the finals, balls are supplied exclusively by UEFA.
- 45.04 The use of two-sided substitution boards (preferably electronic) is compulsory for all matches. For each match a minimum of two boards must be provided by the host association.

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#### Article 46 Use of clocks and roofs

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- 46.01 Before the match, the UEFA match delegate, in consultation with the referee, decides whether a stadium's retractable roof will be open or closed during the match. This decision must be announced at the match organisational meeting, although it may subsequently be altered at any time prior to kick-off if the weather changes, again in consultation with the referee.
- 46.02 If the match starts with the roof closed, it must remain closed until half-time or for the entire match. If the match starts with the roof open, only the referee has the authority to order its closure during the match, subject to any applicable laws issued by a competent state authority. Such a decision may only be taken if the weather

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seriously deteriorates. If the referee does order the roof to be closed during the match, it must remain closed until half-time or for the entire match.

- 46.03 Stadium clocks may be used to show the amount of time played or remaining provided they are stopped at the end of normal time in each half, i.e. after 45 and 90 minutes respectively. This stipulation also applies in the event of extra time (i.e. after 105 and 120 minutes).

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#### Article 47 Screens and footage of matches

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- 47.01 Simultaneous transmissions, replays and delayed footage of the match being played in the stadium may be transmitted on the stadium's giant screen provided that the host association has obtained all the necessary third-party permission to transmit such footage, including permission from the UEFA match delegate, the host broadcaster producing the live international feed of the match and any relevant local authorities. However, the host association must ensure that replays and delayed footage are shown on the giant screen during the match only when the ball is out of play and/or during the half-time interval, the break before extra time (if any), the half-time interval during extra time (if any) and/or before the start of the penalty shoot-out (if any). Moreover, the host association must ensure that any footage shown on the giant screen under no circumstances includes any images that:

- a. may have an impact on the playing of the match;
- b. may be reasonably considered as controversial insofar as they are likely to encourage or incite any form of crowd disorder;
- c. may display any public disorder, civil disobedience or any commercial and/or offensive material within the crowd or on the pitch;
- d. consist of any action or any behaviour which is against the principles of fair play (including any images that are aimed at highlighting, directly or indirectly, any offside offence, foul or potential mistake of a referee);
- e. are accompanied by sound.

The results of other matches can be shown on the scoreboard and/or giant screen during matches, and simultaneous transmissions and replays are authorised for press monitors and closed-circuit channels.

VAR and GLT replays may not be shown on existing screens in the stadium, unless UEFA decides otherwise.

- 47.02 Simultaneous or delayed transmissions on public screens outside the stadium in which a match is played (e.g. in a stadium of the visiting association or in a public place anywhere) may be authorised subject to:
- a. a licence being granted by UEFA; and
  - b. authorisation being granted by the audiovisual rights holders in the territory of the screening and by the public authorities.

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## Article 48 Match protocol

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- 48.01 The UEFA, FIFA, UEFA competition and UEFA Respect flags, the country flags of the two participating teams, and any other flag determined by UEFA must be flown horizontally at the stadium at all matches in the competition.
- 48.02 The countdown to kick-off must comply with the principles set by UEFA. For each match, the specific countdown must be communicated by the host association at the match organisational meeting.
- 48.03 The walk-on music provided by UEFA must be played from when the players emerge from the tunnel until they have lined up, at which point the national anthems of both teams must be played (instrumental versions of no more than 90 seconds each). UEFA's pre-match protocol defines which flags and other items are carried onto the pitch and how these are displayed as part of the line-up ceremony.
- 48.04 At all matches in the competition, the players are invited to shake hands with their opponents and the referee team after the line-up ceremony as well as after the final whistle, as a gesture of fair play.

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## IX Teams and competition area

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### Article 49 Teams at the stadium

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49.01 Both teams must be at the stadium at least 75 minutes before kick-off.

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### Article 50 Match sheet

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50.01 Before each match, each team must confirm using the match sheet the 23 players in the squad and up to 11 team officials, one of whom must be a team doctor. The match sheet must indicate the number and, if applicable, the shirt name that each player will wear during the match.

50.02 The players indicated on the match sheet as forming the starting 11 must commence the match. These 11 players must include the goalkeeper and team captain and they must be clearly identified as such. All other players listed on the match sheet are designated as substitutes.

50.03 Each team must have its match sheet submitted by its competent association official at least 75 minutes before kick-off. Once both teams match sheets are submitted, they will be automatically exchanged 75 minutes before kick-off.

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### Article 51 Player replacements and substitutions

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51.01 After the match sheets have been exchanged, no changes are allowed. Before the match has kicked off, the following exceptions are possible:

- a. Any of the outfield players indicated on the match sheet as forming the starting 11 who cannot start the match due to physical incapacity may be replaced by one of the substitutes listed on the match sheet. The replaced player is taken off the match sheet and the team's quota of substitute players is reduced accordingly for the match in question. During the match, five players may still be substituted.
- b. Any of the substitutes listed on the match sheet who cannot be fielded due to physical incapacity may not be replaced, which means that the quota of substitute players is reduced accordingly for the match in question.
- c. Any of the goalkeepers listed on the match sheet who cannot be fielded due to physical incapacity may be replaced by goalkeepers not previously listed on the match sheet, subject to final approval by UEFA.

The association concerned must, upon request, provide the UEFA administration with the necessary medical certificates. Any change made to the players indicated on the match sheet as forming the starting 11 after the submission of the match sheet without providing due medical evidence will be automatically considered as a substitution, and the number of substitutions available to the team during the match will be reduced accordingly. The replaced player may take no further part in the match.

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- 51.02 Up to five of the substitutes listed on each team's match sheet may take part in the match. Additionally, a sixth substitute listed on the match sheet may take part exclusively during extra time. Each team may use a maximum of three stoppages in play to make substitutions (one additional stoppage in extra-time can be used). Substitutions made before the start of the match, during half-time, between the end of normal playing time and extra time, and at half-time during extra time do not reduce the number of stoppages in play that can be used. A player who has been substituted may take no further part in the match.

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#### Article 52 Competition area

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- 52.01 The 11 team officials and 12 substitute players indicated on the match sheet, i.e. a total of 23 people, are allowed to sit on the team bench. Seating must be provided for 23 people. If the team bench provides fewer than 23 seats, the remaining number of seats must be accommodated behind or to the side of each team bench, with access to the dressing rooms. All the substitutes and the team doctor indicated on the match sheet must be seated on the team bench during the match.
- 52.02 During the match, substitutes are allowed to leave the technical area to warm up in the pre-defined area confirmed by the referee. In principle, five substitutes per team are allowed to warm up at the same time; however, if space does not permit, the referee may decide to limit the number of substitutes allowed to warm up simultaneously to three per team. The team fitness coach indicated on the match sheet may join the players warming up and is responsible for ensuring that the referee's instructions are respected.
- 52.03 Smoking is not allowed in the technical area. This includes the use of electronic cigarettes.
- 52.04 The use of any electronic communication equipment and/or systems is regulated by the *IFAB Laws of the Game* and the relevant instructions issued. Under no circumstances may any such systems be used by teams in connection with any kind of refereeing decision or matter.



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## X Refereeing

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### Article 53 Referee team and referee liaison officer

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- 53.01 The *General Terms and Conditions for Referees officiating at UEFA Matches* apply to the referee teams appointed for the competition.
- 53.02 The referee team is composed of the referee, two assistant referees, the fourth official and (if appointed) two or more video assistant referees.
- 53.03 The referee team is taken care of by a referee liaison officer, who is an official representative of the host association.
- 53.04 Directly after the match, the referee validates the official match report.

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### Article 54 Appointment and replacement of referees

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- 54.01 The Referees Committee appoints the referee team for each match. Only referees whose names appear on the official FIFA list of referees are eligible. The Referees Committee's decision is final.
- 54.02 UEFA arranges for the referee team to arrive at the venue the day before the match. If a member of the referee team does not arrive at the match venue by the evening before the match, the UEFA administration and the teams must be informed immediately. The Referees Committee takes the appropriate decisions, which are final.
- 54.03 Any referee, assistant referee or video assistant referee who becomes unfit to officiate, or is otherwise incapacitated before or during a match, is replaced by another member of the referee team as follows, in accordance with the *IFAB Laws of the Game*:
- The referee is replaced by the fourth official or by the video assistant referee if one has been appointed and is available on-site, or by an assistant referee.
  - An assistant referee is replaced by the fourth official or by the reserve assistant referee if one has been appointed.
  - A video assistant referee is replaced by the assistant video assistant referee (if certified as video assistant referee) or by the referee if the latter is unfit to referee but able and certified to serve as video assistant referee.

If necessary, the match will take place without video assistant referees and/or without a fourth official.

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### Article 55 Procedure in case of severe injury to players

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- 55.01 In the event of a suspected concussion the referee stops the game to allow the injured player to be assessed by the team doctor, in accordance with Law 5 of the *IFAB Laws of the Game*. In principle this should take no more than three minutes, unless a serious incident requires the player to be treated on the field of play or immobilised on the field for immediate transfer to hospital (e.g. spinal injury).

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- 55.02 Any player suffering a head injury that requires assessment for potential concussion will only be allowed to continue playing after the assessment, on specific confirmation by the team doctor to the referee of the player's fitness to do so.

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#### Article 56 Video assistant refereeing and goal-line technology

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- 56.01 Video assistant refereeing (VAR) and goal-line technology (GLT) may be used in accordance with the *IFAB Laws of the Game* for the purpose of assisting the referee.
- 56.02 No sources or systems other than the official VAR system may be used by the referee to review replays during the match.
- 56.03 VAR may be used in any and all matches of the competition. The decision as to whether VAR should be used for a specific match is at the sole discretion of the referee, and that decision is final. The non-use of VAR for part or all of the match, whether due to the referee's decision or technical failure or unavailability, in no way prejudices the validity of the referee's decisions, which are final in all cases.
- 56.04 GLT is used in all matches of the finals to help the referee determine whether a goal has been scored. The referee's decision is final in all cases.
- 56.05 In the event of technical failure, matches may take place or continue without the use of GLT. The non-use of GLT in no way prejudices the referee's decisions, which are final in all cases.

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## XI Disciplinary Law and Procedures

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### Article 57 UEFA Disciplinary Regulations

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- 57.01 The provisions of the *UEFA Disciplinary Regulations* apply for all disciplinary offences committed by associations, officials, members or other individuals exercising a function at a match on behalf of an association, unless the present regulations stipulate otherwise.

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### Article 58 Yellow and red cards

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- 58.01 As a rule, a player or a team official sent off the field of play and/or its immediate surroundings, including the technical area, is automatically suspended for the next match in the competition. In the event of a serious offence, the UEFA Control, Ethics and Disciplinary Body is entitled to augment this punishment, including by extending it to other competitions.
- 58.02 During the league phase, players and team officials are suspended for the next competition match after two cautions and any subsequent even-numbered caution (e.g. fourth, sixth).
- 58.03 Cautions and pending yellow-card suspensions expire at the end of a team's involvement in the competition.
- 58.04 For the finals, cautions that have not resulted in a suspension and pending yellow-card suspensions expire on completion of the quarter-finals.

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### Article 59 Protests and appeals

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- 59.01 Protests and appeals against decisions by the UEFA Control, Ethics and Disciplinary Body must be lodged and any applicable fee paid in accordance with the relevant provisions of the *UEFA Disciplinary Regulations*, with the exception of the following deadlines being applicable to the finals:
- a. a protest and the proof of payment of the protest fee must reach the UEFA Control, Ethics and Disciplinary Body within 12 hours of the end of the match in question;
  - b. a declaration of the intention to appeal against a decision by the UEFA Control, Ethics and Disciplinary Body must be lodged within 24 hours of notification of the relevant decision with grounds.

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## XII Financial Provisions

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### Article 60 Financial rules – whole competition

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- 60.01 The amounts paid by UEFA are gross amounts. As such they cover any and all taxes, levies and charges.
- 60.02 The UEFA administration resolves any disputes concerning the settlement of accounts by the participating associations. Such decisions are final.

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### Article 61 Financial rules – league phase, play-offs and quarter-finals

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- 61.01 Subject to the financial provisions of the *2022/28 Commercial Regulations governing the European Qualifiers, UEFA Nations League and friendly matches*, the host association retains its match-related earnings and bears all the costs of organising a league phase, play-off or quarter-final match (including any taxes, levies and charges).
- 61.02 The fee for the league in which the association participates is credited to the association's current account with UEFA four weeks before the first match in the competition. The additional fee for the group winners in each league is paid out one month after the end of the league phase.
- 61.03 The host association pays for the board and lodging of the referee team, as well as for their transport within its territory, for all matches of the league phase, play-offs and quarter-finals. UEFA pays the referee team's international travel expenses and daily allowances.
- 61.04 Unless agreed otherwise by the associations concerned or stipulated otherwise in these regulations, visiting associations pay for their own travel, board and lodging.

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### Article 62 Financial rules – finals

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- 62.01 The financial provisions for the finals, including the settlement of organisational costs, are defined in the contract between UEFA and the host association. Detailed financial information of relevance to all participating associations will be communicated at the workshop organised in conjunction with the draw for the finals.
- 62.02 The fee for the participants in the finals is credited to each association's current account with UEFA, while the cost of purchase tickets and any additional services is debited.
- 62.03 For the finals, UEFA provides local ground transport within the host city or cities for a maximum of 50 persons per delegation. Any additional transport must be arranged and paid for by the associations themselves.
- 62.04 UEFA organises and pays for accommodation in the team hotels on the basis of a standard arrangement for 50 persons per delegation. The associations are

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responsible for and bear the cost of any board and additional lodging arrangements.

62.05 No international travel costs and no daily allowances are paid to the participating associations as these are covered by the fee.

62.06 The participating associations will receive the balance of the total amount due to them within three months of the finals ending.

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## XIII Exploitation of the Commercial Rights

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### Article 63 Commercial rights – general

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- 63.01 The *2022/28 Commercial Regulations governing the European Qualifiers, UEFA Nations League and friendly matches* govern the rights, duties and responsibilities of all parties regarding the commercial rights.
- 63.02 Associations must obtain all necessary third party rights and consents that are required in order for them to comply with this chapter and, upon request, must supply UEFA free of charge with the necessary documentation (including any third party consents) required to allow UEFA to use and exploit its rights under these regulations.
- 63.03 On registering for the competition, associations must grant UEFA the non-exclusive right to use photographic, audiovisual and visual material of their team, players, coaches, officials and other employees (including their names, relevant statistics, data and images), as well as the association imagery and stadium imagery, free of charge for: (a) the staging and organising of the competition (and future editions of the competition), (b) non-commercial, promotional and/or editorial purposes (including the use of such material in the multilateral production of television and media promotion and coverage of the competition and on/for UEFA's digital services), and/or (c) other purposes reasonably designated by UEFA. Any such use may occur after the competition and may include references to and/or branding of third parties, including commercial affiliates, provided that no direct association is made by UEFA between individual players or associations and any commercial affiliate. On request, the associations must supply UEFA free of charge with all appropriate material as well as with the necessary documentation required to allow UEFA to use and exploit such rights in accordance with this paragraph.
- 63.04 The host associations shall ensure that, as a minimum, their ticketing and media accreditation terms and conditions for the matches stipulate that:
- no person may conduct any promotional or commercial activity at the match stadium, without the prior written approval of UEFA;
  - tickets must not be used for any commercial purposes such as for promotion, advertising, use as a prize in a competition/sweepstake, or as part of a hospitality or travel package without the prior written approval of UEFA;
  - all people attending the match acknowledge that use may be made (free of charge) of their voice, image and/or likeness in still images and audio/visual transmissions relating to the match;
  - no person attending the match may, without UEFA's prior written approval, collect, record, transmit and/or exploit any sound, image, data, statistics and/or description of the match for any purpose other than for private use.

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## Article 64 Commercial rights – finals

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- 64.01 UEFA owns and has the sole right, to the exclusion of the participating associations and any other party, to exploit all the commercial rights to the finals, including those arising at, and relating to, the official training centre of each participating association. UEFA may exercise its right to exploit these commercial rights at its sole discretion and on a worldwide basis.
- 64.02 UEFA has the exclusive right to undertake the multilateral production of television and media coverage for the finals, including all matches and other official events, in particular in order to promote the competition and the participation of the relevant associations. In order to fulfil this role, the host broadcaster will film and produce a wide range of materials for UEFA's own use and also for the production of material for distribution on a worldwide basis to the official broadcast partners and other UEFA-appointed media outlets for the overall benefit, coverage and promotion of the competition and, in particular, the finals. Each association participating in the finals, including its teams and officials (in particular its press officers), is required to cooperate to the fullest extent possible to facilitate host broadcaster operations, including in respect of access to and the obtaining of consents from players, coaches and other team officials for the purposes of interviews, in order to best promote the competition as a whole.
- 64.03 The commercial rights arising at and relating to the official training centre of each participating association commence the moment the team arrives at the team hotel. They terminate upon conclusion of the finals.
- 64.04 Each participating association must provide all necessary assistance and cooperation to UEFA in taking any and all legal and other measures that UEFA, at its sole discretion, deems appropriate to prohibit, prevent and stop any unauthorised exploitation of the commercial rights to the finals and to ensure that all the commercial rights remain owned and exercised solely and exclusively by UEFA without restriction. In this regard, no association may use or exploit, directly or indirectly, any commercial rights to the finals without the express prior written agreement of UEFA and subject to such conditions as UEFA may require. Each association must ensure that its players, coaches, officials and other employees as well as its partners, commercial or otherwise, do not use or otherwise exploit directly or indirectly any commercial rights to the finals without UEFA's express prior agreement, which may be granted or withheld at its sole discretion.
- 64.05 From the moment their teams arrive at the team hotel until the conclusion of the finals, participating associations may not display (including on any clothing) any third party commercial identification or branding in any stadium or official training centre of the finals, or at any official UEFA press conference, other than:
- a. on kit used at unofficial training sessions;
  - b. in the indoor press conference facility at their official training centre (or another press conference location approved by UEFA) when used for unofficial events/activities;

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c. manufacturer's identification on kit, in accordance with the *UEFA Equipment Regulations*.

- 64.06** Associations participating in the finals may be permitted to make coaching films, which must not be used for any purposes whatsoever other than for the instruction of players, referees and officials of the relevant associations. Permission to film and produce such coaching films must be obtained from the UEFA administration in writing. Such permission sets out any relevant financial and other conditions. Available space and locations for the relevant film crews are limited and any such requests for permission must be submitted to the UEFA administration at least 30 days before the start of the finals. All practical filming arrangements, including access, working areas, number and size of crews, types of camera, etc., are communicated by UEFA in advance by circular letter or a similar means of communication. All intellectual property rights in and to any and all material recorded for such purposes must be assigned to UEFA in writing and, if so requested by UEFA, a copy of all relevant film material provided to UEFA within 24 hours of any such request being made. No other filming, recording or photography is permitted at any event held at a stadium, at any training session designated as official by UEFA (excluding the training session on the day before the match (or part thereof) that is open to the media), at any official UEFA press conference or otherwise at any official event during the finals without UEFA's prior approval.
- 64.07** On registering for the competition, associations must grant UEFA the non-exclusive right, if such association qualifies for the finals, to use and/or sub-license the right to use free of charge the association's imagery for incorporation into commercial and promotional merchandise and materials (together with packaging and promotional materials for such merchandise and materials) provided that any such merchandise and materials: (a) relate to the finals, (b) include the competition name and/or a competition logo (or the name and/or logo of the finals), (c) include association imagery from each of the other participating associations and (d) do not give undue prominence to the association imagery of any one participating association or group of participating associations. The requirements specified in (c) and (d) do not apply to the use of the association imagery of the participating association that wins the competition where such association imagery is featured in images of the celebration of its victory following the final match (for example, photographs of the presentation and lifting of the trophy). Such merchandise and materials may be sold or distributed free of charge and may include customary references to and/or branding of any manufacturer, distributor and/or provider of the relevant merchandise and materials, provided that no such reference or branding implies an endorsement of any such third party or its products and/or services by any participating association. This paragraph does not relate to the imagery of any association's players.
- 64.08** Each participating association must support and ensure that its players, coaches, officials and other employees support the commercial programme established by UEFA to exploit the marketing rights to the finals, including the promotional programmes run by UEFA and its commercial affiliates (e.g. ball boys/girls, player escorts, match-ball carriers, flag bearers, player of the match awards and stadium



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tours). In this regard, each association must ensure that its players, coaches, officials and other employees do not use or otherwise exploit, directly or indirectly, any commercial rights to the finals without UEFA's express prior agreement, which may be granted or withheld at its sole discretion.

- 64.09 Further to [Paragraph 41.02](#), associations shall not, and shall ensure that their team sponsors and other commercial partners do not, directly or indirectly, use tickets to matches in the finals for advertising, sales promotions or any other commercial purposes other than as expressly permitted under their ticket allocation agreement. This includes, for example, offering for sale tickets that are intended for resale or are intended to be bundled with travel or accommodation, or using tickets as premiums, giveaways or prizes in a competition, contest or sweepstake. The operation of any promotion that explicitly, implicitly or otherwise includes tickets to matches in the finals shall be considered an infringement of this rule.
- 64.10 UEFA declines all responsibility and liability in the event of any conflict between any agreement entered into by an association and any arrangement entered into by UEFA relating to the exploitation of the commercial rights to the finals.

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## XIV Media Matters

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### Article 65 Media requirements – league phase, play-offs and quarter-finals

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- 65.01 Annex A of the *2022/28 Commercial Regulations governing the European Qualifiers, UEFA Nations League and friendly matches* and the *National Associations Manual* set out the media requirements for the league phase, the quarter-finals and the play-offs.
- 65.02 The UEFA administration may issue further media requirements in respect of both standard and so-called double productions by circular letter in due course.

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### Article 66 General media matters – finals

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- 66.01 Each participating association must appoint a dedicated English-speaking press officer to coordinate media matters with UEFA and the media in accordance with UEFA's rules and regulations. The association's press officer must attend all media activities and ensure that the team meets all its media obligations in connection with each match.
- 66.02 Teams must cooperate to the fullest extent possible with access and interview requests from UEFA media platforms before, during and after the competition. Each team must provide UEFA with access to all players in their squad, the head coach and the assistant coach for a squad access day in order to gather the following content for host broadcaster operations and UEFA digital platforms:
- a green screen filming session with all players, the head coach and the assistant coach;
  - a photography session, at two stations, with all players, the head coach and the assistant coach;
  - a digital/corporate content session with ten players and the head coach;
  - an interview session with two players and the head coach.

UEFA and the association must agree in advance on the date, time and location of the squad access day and on which players will be made available. Each team's squad access day must take place no later than four days before the team's first match in the finals unless alternative arrangements are agreed by the team and UEFA.

- 66.03 Each team must make two players, or its head coach and one player, available two days before each match for sit-down interviews with UEFA. If a selected player becomes unable to participate, the association must inform UEFA as soon as reasonably possible and must ensure that another player, or a suitable alternative accepted by UEFA, is made available as a replacement.
- 66.04 For the finals, all team media activities at the match stadium are coordinated by UEFA.

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- 66.05 Access devices for matches in the finals and official media activities are managed and distributed by UEFA.
- 66.06 In accordance with UEFA's specifications, each team must hold a daily media activity, in the form of a press conference, mixed-zone interviews or an alternative format agreed with UEFA in advance. In addition, teams may hold only one fully closed training session before each match. All other training sessions must be open to the media for at least 15 minutes.
- 66.07 For the finals, the following restrictions apply:
- a. No media representatives are allowed on the field of play before, during or after the match, with the exception of UEFA-approved camera crews and audiovisual rights holders conducting UEFA-approved activities including, but not limited to, MD-1, pre- and post-match presentations and interviews.
  - b. No media representatives may enter the tunnel, with the exception of UEFA-approved camera crews and audiovisual rights holders conducting UEFA-approved activities.
  - c. No media representatives may enter a team dressing room prior to the team's arrival, with the exception of UEFA-approved camera crews to film the players' shirts and equipment.
  - d. Subject to the agreement of the team(s) in question, these crews may also film the players inside the dressing room(s).
  - e. Each audiovisual rights holder may record a brief presentation in a team dressing room, subject to the team's prior agreement.

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#### Article 67 Media activities on the day before the match – finals

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- 67.01 Both teams must make their training session on the day before the match open to the media for at least 15 minutes, in accordance with the schedule agreed in advance with UEFA. These official training sessions must be arranged by the two teams and UEFA together, so that the media can attend both. In principle, these official training sessions take place at the match stadium, unless otherwise agreed in advance with UEFA. Each team may decide whether the entire training session or only the first 15 minutes are open to the media. If a team decides to open only 15 minutes up to the media, the team may film the entire training session itself and make the footage available to HB, upon request. No other media activities are permitted during the closed part of the training session. Should a team allow its own photographer to attend an entire training session, of which only 15 minutes are open to the media, this team photographer must, upon request, provide UEFA with photos that it can make available to the international media. Teams are allowed to film the closed part of their training session for technical analysis purposes with no obligation to provide access to broadcasters. Such footage may not be published by the association or distributed to representatives of the media. Training sessions that start earlier than scheduled must nevertheless be open for the advertised period of 15 minutes. If a team does not intend to hold a training session on the day before the match, the training session held the previous day (two days before the

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match) must be open to the media and will be considered as the official pre-match training session. UEFA must be informed at least 24 hours in advance.

- 67.02** Each team must hold an official UEFA press conference at the match stadium the day before each of its matches. These press conferences are coordinated by UEFA and the participating teams to avoid schedule clashes and to meet media deadlines. In principle, the official time slots defined by UEFA must be respected. If no agreement can be reached, UEFA's decision is final. The pre-match press conference must be attended by the head coach and at least one player. This obligation also applies to suspended head coaches. UEFA-provided backdrops must be used at all official UEFA press conferences.
- 67.03** Each team must make its head coach and at least one player available on the day before each match for interviews with the host broadcaster and any live audiovisual rights holder from its own country and the country of the opposing team.

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#### **Article 68 Matchday media activities – finals**

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- 68.01** Interviews are not permitted during the match on the field of play itself or in its immediate vicinity.
- 68.02** Interviews are coordinated by UEFA in predetermined locations and according to the following rules:
- a. Each team must make its head coach and/or a player on the match sheet available for two pre-match interviews with the host broadcaster or the main audiovisual rightsholder from its country, as determined by UEFA. These interviews can take place any time between the team's arrival at the stadium and the end of the warm-up. The timings must be agreed by the team and UEFA. Any additional pre-match interviews are subject to the agreement of the team.
  - b. Half-time interviews may be conducted with the head coach, the assistant coach or the players, subject to their agreement.
  - c. Each team must make its head coach or one player available for a super-flash interview with the host broadcaster or the main audiovisual rights holder from its country as determined by UEFA. This interview takes place immediately after the final whistle on or next to the pitch. Additional super-flash interviews are subject to the agreement of the team.

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- d. Flash interviews and indoor studio interviews are obligatory and take place after the match. Each team must provide three interviews with the main audiovisual rights holder of the country of their NA, two interviews with each of the other unilateral audiovisual rights holders, and one interview with each of the audiovisual rights holders operating in any multilateral flash interview position(s). The head coach, if requested, must be available for at least four of the above interviews, including at least one with an audiovisual rights holder operating in a multilateral flash interview position. The players made available for the above interviews must include the UEFA Player of the Match. Players only provided for post-match super-flash interviews are not considered as fulfilling the minimum requirements for flash interviews and indoor studio interviews. Teams must ensure that the head coach and players are available for such interviews within 15 minutes of the end of the match, except in exceptional circumstances.
  - e. Players selected for doping controls may conduct post-match interviews upon approval of the UEFA doping control officer and provided that the player is escorted by a chaperone appointed by the UEFA doping control officer.
  - f. If a team's head coach is suspended for the match, or is sent off during the match, the team may provide the assistant coach for the post-match interviews instead of the head coach.
  - g. Teams must fulfil interview requests from audiovisual rights holders before conducting interviews with their national association media platforms.
- 68.03** The official post-match UEFA press conferences at the match stadium are coordinated by UEFA and must start no later than 20 minutes after the final whistle. Both teams are obliged to make their head coach, as well as the UEFA Player of the Match, available for the press conference. After the final, the UEFA Player of the Tournament must attend the press conference. The team press officer may be asked to provide interpretation if the head coach speaks a different language than the team's association. If the head coach is suspended for the match, or is sent off during the match, the team may choose to make the assistant coach available for the post-match press conference instead of the head coach.
- 68.04** After the match, a mixed zone is set up for the media on the way from the dressing rooms to the team transport area. This area – accessible only to coaches, players and representatives of the media – is divided into areas with different access points, as determined by UEFA. All the players who participated in the match, including fielded substitutes, are obliged to pass through the mixed zone. In addition, a minimum of three players who participated in the match per team must conduct interviews in the designated areas of the mixed zone.
- 68.05** After the match, teams are responsible for ensuring that all relevant players that have won official UEFA awards (including, for example, UEFA Player of the Match or UEFA Player of the Tournament) attend the relevant official event, ceremony, press conference or presentation.

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## XV Closing Provisions

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### Article 69 Implementing provisions

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- 69.01 The UEFA administration is entrusted with the operational management of the competition and is therefore entitled to take the decisions and adopt the detailed provisions and guidelines necessary for implementing these regulations (including the *National Associations Manual*).

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### Article 70 Unforeseen circumstances

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- 70.01 Any matters not provided for in these regulations, such as cases of force majeure, will be decided by the UEFA Emergency Panel or, if not possible due to time constraints, by the UEFA President or, in his absence, by the UEFA General Secretary. Such decisions are final.

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### Article 71 Non-compliance

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- 71.01 Any breach of these regulations may be penalised by UEFA in accordance with the *UEFA Disciplinary Regulations*.

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### Article 72 Court of Arbitration for Sport (CAS)

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- 72.01 In case of litigation resulting from or in relation to these regulations, the provisions regarding the Court of Arbitration for Sport (CAS) laid down in the *UEFA Statutes* apply.

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### Article 73 Annexes

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- 73.01 All annexes form an integral part of these regulations.

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### Article 74 Authoritative version

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- 74.01 If there is any discrepancy in the interpretation of the English, French or German versions of these regulations, the English version prevails.

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## Article 75 Adoption and entry into force

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75.01 These regulations were adopted by the UEFA Executive Committee on 2 December 2023 and come into force on 11 December 2023.

For the UEFA Executive Committee:

Aleksander Čeferin  
President

Theodore Theodoridis  
General Secretary

Hamburg, 2 December 2023

# Annex A 2024-26 National Team Match Calendar

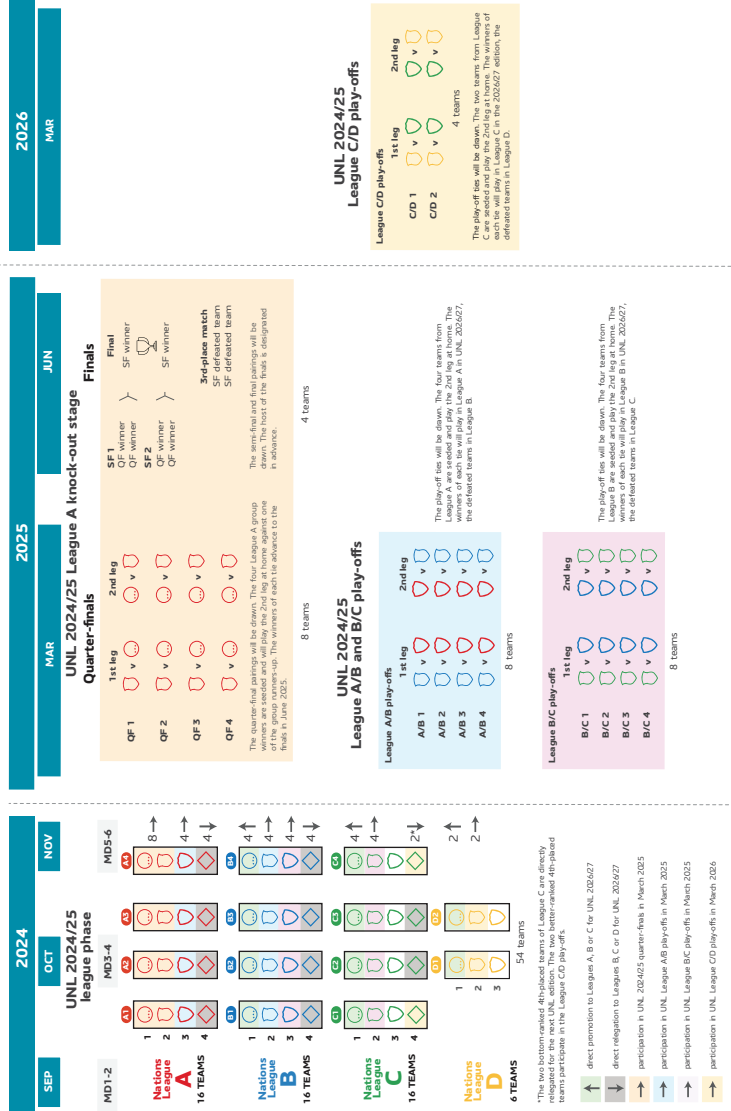
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■ Monday  
■ UEFA Nations League 2024/25 league phase  
■ UEFA Nations League 2024/25 quarter-finals and League AB and BC play-offs  
■ UEFA Nations League final 2025  
■ UEFA Nations League C/D play-offs & European Qualifiers 2024-26 play-offs  
■ UEFA EURO 2024  
■ European Qualifiers 2024-26 group stage  
■ 2026 FIFA World Cup (start date TBC)  
■ Centralised friendly matches prior to 2026 FIFA World Cup

**Notes:**  
 - The match dates of the 2026 FIFA World Cup are subject to confirmation by FIFA.  
 - The match dates of the 2026 FIFA World Cup are subject to confirmation by FIFA.



# Annex B Competition System



# Annex C 2024/25 UEFA Nations League Access List

2022/23 Overall UNL Ranking	2024/25 UNL Access List	2022/23 Overall UNL Ranking after promotion and relegation	2024/25 UNL Access List
<p>Final ranking after the UNL finals 2023</p> <p>Nations League A 16 TEAMS</p> <ol style="list-style-type: none"> <li>Croatia</li> <li>Italy</li> <li>Netherlands</li> <li>Denmark</li> <li>Portugal</li> <li>Belgium</li> <li>Poland</li> <li>Switzerland</li> <li>Germany</li> <li>France</li> <li>Israel</li> <li>Spain</li> <li>Scotland</li> <li>Wales</li> <li>Austria</li> <li>Finland</li> <li>Iceland</li> <li>Norway</li> <li>Slovenia</li> <li>Republic of Ireland</li> <li>Albania</li> <li>Montenegro</li> <li>Sweden</li> <li>Armenia</li> <li>Turkey</li> <li>Belarus</li> <li>Gibraltar</li> <li>Georgia</li> <li>Ukraine</li> <li>Luxembourg</li> <li>Azerbaijan</li> <li>Romania</li> <li>Bulgaria</li> <li>Faroe Islands</li> <li>North Macedonia</li> <li>Cyprus</li> <li>Northern Ireland</li> <li>Belgium</li> <li>Estonia</li> <li>Latvia</li> <li>Lithuania</li> <li>Malta</li> <li>Andorra</li> <li>Saint-Martin</li> <li>Liechtenstein</li> </ol>	<p>To establish the 2024/25 UNL Access List, promotion and relegation between the leagues must be taken into account. Russia, formerly in League C, is suspended until further notice. The teams ranked 37th to 55th in the 2022/23 UNL overall ranking therefore move one rank up for the 2024/25 Access List. League C is played with 16 teams, League D contains six teams.</p> <p>Group winner Group runner-up Third-placed team Fourth-placed team</p> <p>Group ranking League ranking Overall ranking</p> <p>                     A 1-16                      B 17-32                      C 33-48                      D 49-55                 </p> <p>The group winners of Leagues B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ</p> <p>Nations League A 16 TEAMS</p> <ol style="list-style-type: none"> <li>Croatia</li> <li>Italy</li> <li>Netherlands</li> <li>Denmark</li> <li>Portugal</li> <li>Belgium</li> <li>Poland</li> <li>Switzerland</li> <li>Germany</li> <li>France</li> <li>Israel</li> <li>Spain</li> <li>Scotland</li> <li>Wales</li> <li>Austria</li> <li>Finland</li> <li>Iceland</li> <li>Norway</li> <li>Slovenia</li> <li>Republic of Ireland</li> <li>Albania</li> <li>Montenegro</li> <li>Sweden</li> <li>Armenia</li> <li>Turkey</li> <li>Belarus</li> <li>Gibraltar</li> <li>Georgia</li> <li>Ukraine</li> <li>Luxembourg</li> <li>Azerbaijan</li> <li>Romania</li> <li>Bulgaria</li> <li>Faroe Islands</li> <li>North Macedonia</li> <li>Cyprus</li> <li>Northern Ireland</li> <li>Belgium</li> <li>Estonia</li> <li>Latvia</li> <li>Lithuania</li> <li>Malta</li> <li>Andorra</li> <li>Saint-Martin</li> <li>Liechtenstein</li> </ol>		

\* Russia, formerly in League C, is suspended until further notice. The teams ranked 37th to 55th in the UNL 2022/23 program in March 2024 therefore move one rank up for the 2024/25 program in March 2024 between the two teams.



## Annex E Pitch Organisation



1. Advertising boards
2. Technical area
3. Team benches
4. Warm-up areas
5. Pitchside halfway camera
6. Host broadcaster cameras
7. Reverse-angle cameras
8. Additional TV cameras (reserved area of minimum 10x2m)
9. Remote photo and TV cameras in front of boards
10. Photographers

*Note:* Diagram shows standard pitch set-up. All details subject to individual stadium conditions. All pitchside equipment to be positioned so that it does not present any danger to the players, coaches and match officials.



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WE CARE ABOUT FOOTBALL

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# FOOTBALL RULES

*Simplified  
Laws of the Game*

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# ***INTRODUCTION***

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# **ABOUT THESE RULES**

Football, the world's most popular sport, has one of sport's smallest Law/Rule books. However, like any Rule book, The IFAB's official 'Laws of the Game' is very detailed and uses technical and sometimes complex language.

Consequently, many people who watch, play, coach, referee or report on the game have asked for a simpler version which gives a shorter but clear overall picture. Therefore, we created "Football Rules", a reduced version of the official Laws of the Game. Whilst the Laws are mainly intended for referees, the Football Rules use simpler language and a different structure, to make the Laws easier to understand for everyone. Each Rule has a link to the corresponding sections in the Laws of the Game for those who want more information or the official wording.

The term "rules" and the other terms used in this version (e.g. 'pitch' instead of 'field of play', penalty 'spot' instead of penalty 'mark' or 'penalties' instead of 'kicks from the penalty mark') were chosen to reflect widely used words and terms.

There is a simpler structure with a focus on 'what should happen?' and 'what happens if...' something occurs which is not expected or allowed.

One of football's key attractions is its simplicity. Hopefully, these "Football Rules" will provide an easier understanding and appreciation of the Laws for everyone, and will enhance the game's attractiveness for participants and spectators, wherever they are in the world, and at whatever level of the game.

If you have any questions, they can be sent to: [lawenquiries@thefab.com](mailto:lawenquiries@thefab.com)

## **ACKNOWLEDGEMENTS**

Special thanks to Daniel Bennett, Alex Feuerherdt, Duane Dell'Oca & Maciej Leśnik for their detailed contributions and assistance in helping ensure that these "Football Rules" reflect the needs of all football stakeholders who are interested in gaining a clearer understanding of the Laws of the Game.

# ***COMPONENTS***

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# ***& EQUIPMENT***

---

# PITCH / FIELD OF PLAY

## **REQUIREMENTS**

The pitch must be rectangular and marked with clear, unbroken lines, which are usually white but can be another colour.

All lines on the pitch are part of the area they enclose, e.g. if a foul/handball is committed by a defender on the penalty area line, it is considered to have occurred inside the penalty area and a penalty kick is awarded.

All lines must be of the same width, which must not be more than 12 cm (5 in).

The longer lines on the side of the pitch are the touchlines.

The shorter lines at the end of the pitch are the goal lines.

In adults' football, the dimensions are:

- **Touchline:** 90 to 120 m (100 to 130 yds)
- **Goal line:** 45 to 90 m (50 to 100 yds)

*For dimensions for international games, click [here](#).*

The pitch is divided into two equal halves by a halfway line. There is a centre spot at the midpoint of the halfway line and a centre circle with a radius of 9.15 m (10 yds) marked around it. The pitch dimensions for youth/children's football may be smaller.

No advertising is allowed on the pitch (including inside the goals, technical areas and the VAR referee review area (RRA)) at any time during a game.

A player who makes unauthorised marks on the pitch must be shown a yellow card.

\*Also see Corner Area and Flags, Goal Area, Penalty Area, Referee Review Area (RRA), Technical Area.

# **PENALTY AREA**

## **DEFINITION**

The penalty area (box) is the larger rectangular area of the pitch. Two boundary lines are drawn at right angles to the goal line, 16.5 m (18 yds) from the inside of the goalposts. These lines extend into the pitch for 16.5 m (18 yds) and are joined by a line running parallel with the goal line. A penalty spot is marked 11 m (12 yds) from the middle of the goal. A semi-circle line (penalty arc) is drawn outside the penalty area, 9.15 m (10 yds) from the penalty spot.

# GOAL AREA

## **DEFINITION**

The goal area is the smaller rectangular area of the pitch, which is inside the penalty area. Two boundary lines are drawn at right angles to the goal line, 5.5 m (6 yds) from the inside of the goalposts. These lines extend into the pitch for 5.5 m (6 yds) and are joined by a line running parallel with the goal line. Goal kicks are taken from this area.

# CORNER AREA & FLAGS

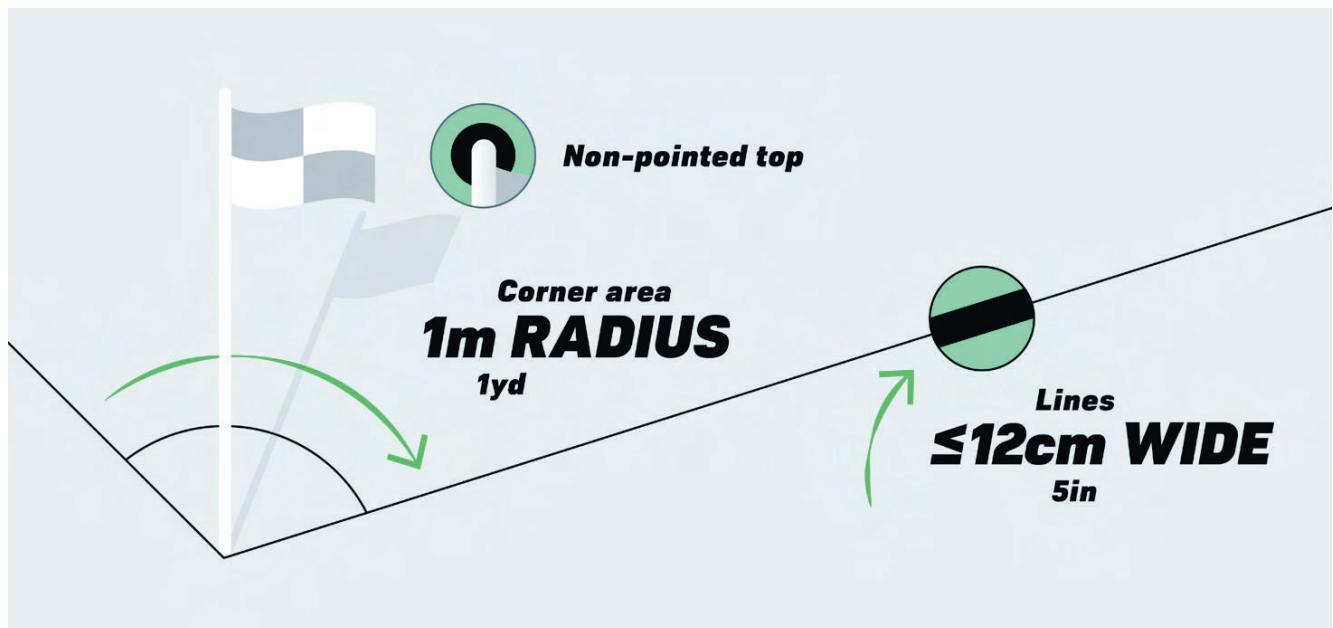
## **REQUIREMENTS**

The pitch must have a corner flag (a post with a flag at the top) at each of its four corners. Corner flags must be at least 1.5 m (5 ft) high and must not be pointed or dangerous.

Players must not move the corner flag to take a corner kick or throw-in.

There is a curved line (arc) drawn inside the pitch from the touchline to the goal line with a radius of 1 m (1 yd) from the corner flag. When a corner kick is taken, part of the ball must be on or overhanging this line or fully inside the line.

Sometimes, a small line can be marked outside the pitch 9.15 m (10 yds) along the touchlines and/or goal lines to help opponents stay at least 9.15 m (10 yds) away at a corner kick.



At most levels, if there are no or not enough corner flags or if one breaks, the game should still be played.

# **TECHNICAL AREA**

## **REQUIREMENTS**

Team officials, substitutes and substituted players are not allowed on the pitch without the referee's permission. Each team usually has their own separate (technical) area, just outside the touchline.

At many levels of football, these areas are not marked – they are often called 'benches'.

At higher levels of football, where these areas are marked out, they are called 'technical areas', and there are some specific requirements:

- the area must be at least 1 m (1 yd) from the touchline
- the area should not extend more than 1 m (1 yd) on either side of the seating area
- competition rules will state how many people are allowed in the technical area (competition rules usually require them to be named on the team list)
- people in the technical area must behave responsibly. If they do not, they may be shown a red or yellow card
- only one person from each team is allowed to stand and coach at any one time

# ***REFEREE REVIEW AREA (RRA)***

## **DEFINITION**

Where the video assistant referee (VAR) system is being used, the referee review area (RRA) is marked outside the pitch, usually near the halfway line. The RRA is for 'on-field reviews', where the referee watches the replays provided by the VAR.

**For further information, click [here](#).**



# GOALS

## REQUIREMENTS

There must be a goal at each end of the pitch in the middle of the goal line. Goals consist of two vertical goalposts joined at the top by a crossbar, all of which must be white.

Goals for adults' football must be 7.32 m (8 yds) wide and 2.44 m (8 ft) high. Smaller goals are allowed for youth/children's football.

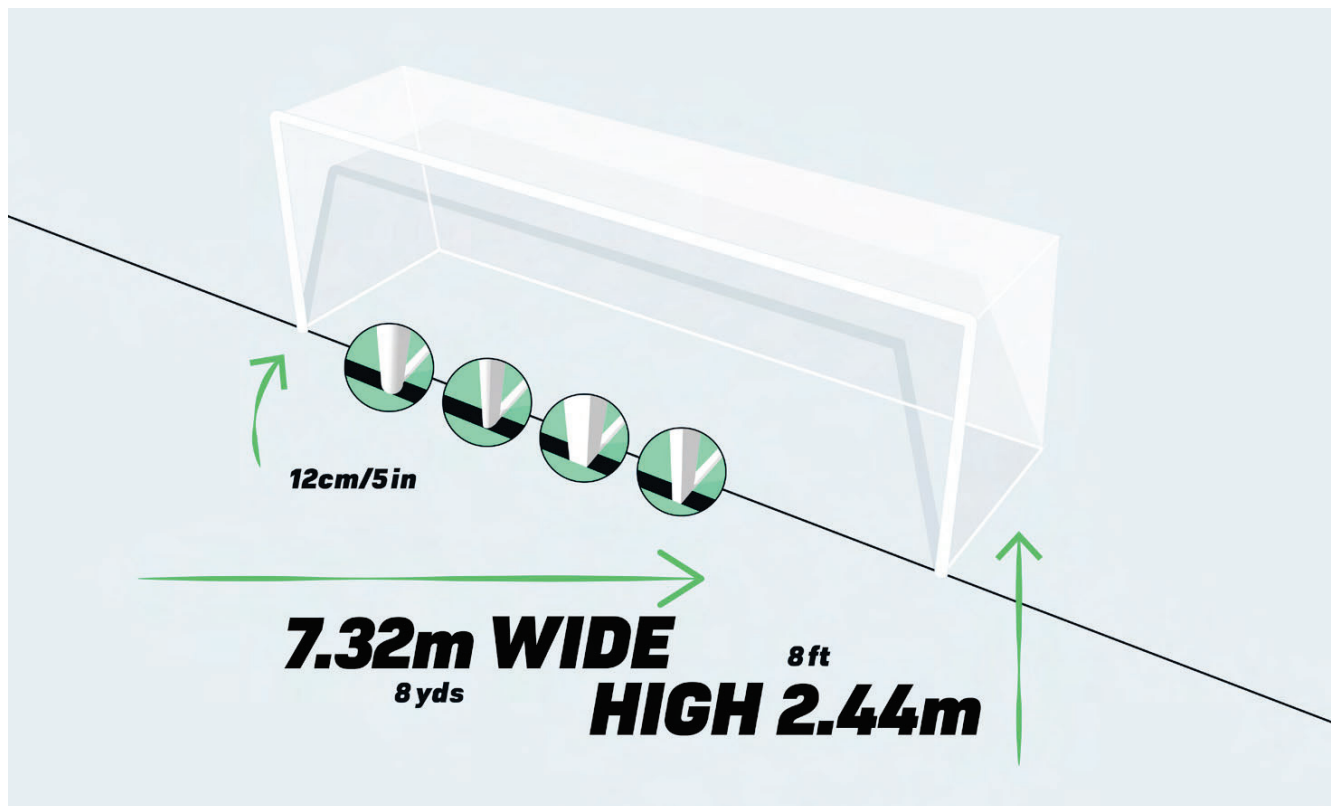
The posts and crossbar of both goals must be the same width (maximum 12 cm / 5 in) and shape (square, rectangular, round, elliptical or a mixture of these shapes).

For safety reasons, all goals (including portable goals) must be securely fixed to the ground.

Nets are not compulsory, but if they are used, they must be fixed to the goalposts, crossbar and the ground, making sure that the goalkeeper has enough space to move.

If the crossbar breaks, it must be replaced or fixed. A rope or any other flexible or dangerous material cannot be used to replace the crossbar. Therefore, if it cannot be suitably replaced or fixed, the game must be abandoned.

Cameras and/or microphones are not allowed to be in or attached to the goalposts, crossbars or goal nets.



For further information, click [here](#).

# BALL

## **REQUIREMENTS**

The ball must be round and made of a safe and suitable material. Its size depends on the age of the players, e.g. smaller balls are used for youth/ children's football.

The Laws give the required ball size, weight and pressure. The ball must be pumped up (inflated) so that it is not soft or too hard.

## **WHAT SHOULD HAPPEN?**

The referee must check the ball before the game starts and at any time during the game when:

- the ball sounds or feels flat
- players complain about the ball
- the ball is changed (unless a multi-ball system is being used; in this case, the referee must check all the balls before the game starts)

The ball cannot be changed without the referee's permission, except when a multi-ball system is being used.

## **WHAT HAPPENS IF...**

### ***the ball bursts or goes flat while it is in play?***

The referee drops the ball for one player of the team that last touched the ball (defending team goalkeeper if in the penalty area).

### ***the ball bursts or goes flat during a stoppage?***

The game restarts as if the ball had not burst or gone flat.

### ***the ball bursts or goes flat at a penalty kick or during penalties, after it has been kicked and before it touches another player or rebounds off the goalposts or crossbar?***

The penalty kick is retaken.

### ***the ball bursts or goes flat at a penalty kick or during penalties, after it has been kicked and after it touches another player or rebounds off the goalposts or crossbar?***

**Penalty kick:** play restarts with a dropped ball.  
**During penalties:** the kick is recorded as 'missed'.

For further information, click [here](#).

# ***PARTICIPANTS***

---

# PLAYERS & SUBSTITUTES

## **REQUIREMENTS**

The game is played by two teams of no more than 11 players each. One of the players must be a goalkeeper.

A game cannot start or continue if a team has fewer than seven players.

A team list with the names of all the players and substitutes (and sometimes team officials) is usually given to the referee before kick-off. If the competition rules do not require a team list, the referee must be given the names of the substitutes before kick-off. Substitutes are extra players who may replace team-mates during a game (see: Substitutions).

An outfield player may change places with the goalkeeper, as long as the referee is informed before the change is made and the change occurs when the game has been stopped by the referee.

Each team has a captain, who usually wears an armband and who should help the referee wherever possible with their team's behaviour (see: Captains).

## **WHAT HAPPENS IF...**

### ***a team has fewer than 11 (but more than 7 players before the game starts?)***

Any player arriving after kick-off may play, as long as their name was on the team list given to the referee before the game.

### ***a team is reduced to fewer than seven players during the game (e.g. because of red cards and/or injuries)?***

The game must be abandoned and the referee must submit a report after the game to the competition organisers.

### ***a team has too many players on the pitch?***

The referee must stop the game, reduce the team to the correct number and submit a report after the game to the competition organisers.

### ***a team has too many players on the pitch and scores a goal?***

The extra player must be removed from the pitch and, if the player interfered with the game:

- if the game has not restarted, the goal is disallowed, and play is restarted with a direct free kick to the other team from the position of the extra player
  - if the game has restarted, the goal is allowed, play continues, and the matter is reported to the competition organisers after the game
- See also: 'Substitutes or team officials on the pitch'

### ***a player changes places with the goalkeeper without the referee's permission (except at half-time or the break before the start of extra time or penalties)?***

- Play continues
- Both players are shown a yellow card the next time the game stops

For further information, click [here](#).

# GOALKEEPERS

## **DEFINITION**

Each team must have a goalkeeper (goalie/keeper) whose shirt must be a different colour from the rest of their own team and the other team. If there is no goalkeeper, the game cannot continue.

## **WHAT CAN THEY DO?**

A goalkeeper is allowed to:

- use their hands/arms to play the ball inside their own penalty area, except from a throw-in or backpass (deliberate kick) from a team-mate
- bounce or throw the ball in the air
- wear additional equipment, e.g. gloves, cap, tracksuit bottoms
- take part in normal play outside their penalty area (without using their hands/arms)
- take a throw-in, goal kick, corner kick, free kick, penalty kick or dropped ball
- hold the ball for no more than six seconds, after gaining control\* of it with their hands
- change places with another player, as long as the referee is informed and the change occurs when the game is stopped

\*The goalkeeper is considered to be in control of the ball with their hand(s) when:

- touching it with any part of the hand/arm, except during a save or an attempt to prevent the ball going into or near their goal
- holding it with their hand(s)
- bouncing it on the ground or throwing it in the air
- it is between their hands and/or any surface (e.g. ground or own body)

The goalkeeper cannot be challenged by an opponent when in control of the ball with their hand(s).

## **WHAT CAN THEY NOT DO?**

A goalkeeper is not allowed to:

- touch the ball with their hands/arms outside their penalty area
- touch the ball with their hand/arms if a team-mate:
  - > deliberately kicks it to them (backpass)
  - > throws it to them directly from a throw-in
- hold the ball for more than six seconds
- touch the ball with the hand/arm after releasing it from their hands (this does not include after making a save) and before it has touched another player
- touch the ball again after taking a free kick, goal kick, corner kick, penalty kick or throw-in until it has touched another player
- score a goal with their hands/arms against the other team
- hang onto the crossbar to make a save
- have one or both feet in front or behind the goal line until the penalty kick is taken (see: Penalty kick and Penalties)
- unfairly distract the kicker, e.g. delay the kick, or touch or shake the goalposts, crossbar or goal net when a penalty is taken

continued

# GOALKEEPERS

## WHAT HAPPENS IF...

### ***a goalkeeper handles a backpass?***

An indirect free kick is awarded and no card is shown.

### ***handles a throw-in directly from a team-mate?***

An indirect free kick is awarded and no card is shown.

### ***handles the ball again after a save?***

Play continues.

### ***commits a handball offence outside their penalty area?***

A direct free kick is awarded and:

- a yellow card is shown if a promising attack was stopped, or
- a red card is shown if a goal or an obvious goal-scoring opportunity was denied.

### ***holds the ball for longer than six seconds?***

An indirect free kick is awarded and no card is shown.

### ***throws the ball into the opponents' goal***

A goal kick is awarded.

### ***throws the ball into their own goal?***

A goal is awarded.

### ***hangs onto the crossbar to make a save?***

An indirect free kick is awarded and, if a goal was stopped, the goalkeeper is shown a red card.

### ***touches/shakes the goal posts, crossbar or goal net before or during a penalty kick?***

The referee awards the goal if the kicker scores, but if it is missed, the kick is retaken.

# CAPTAINS

## **DEFINITION**

Each team is led by a captain who usually wears an armband for identification. The captain may be changed during a game.

## **WHAT SHOULD HAPPEN?**

The captains should take responsibility for the behaviour of their team-mates, encouraging them to play fairly and show respect towards the match officials and their decisions. However, they cannot be shown a red or yellow card for offences committed by a team-mate.

The captains have no special privileges to protest or argue with the referee or other match officials.

Both captains take part in the coin toss:

- before kick-off and before extra time, to determine who kicks off and which goal to attack
- before penalties, to determine who takes the first kick and which goal will be used

**For further information, click [here](#).**

# PLAYERS' KIT

## **REQUIREMENTS**

Players must not wear or use anything that is dangerous to themselves or anyone else. Some things are compulsory, others are optional.

## **WHAT SHOULD HAPPEN?**

The teams must wear different kit colours (especially shirts and socks) which should also be different from the referee's kit.

Each goalkeeper must wear a different colour from the other players of both teams, the referee and other match officials and, ideally, the other team's goalkeeper (see: Goalkeepers).

All players must wear:

- a shirt with long or short sleeves
- shorts
- socks (if tape is used, it must be the same colour as the part of the sock it is covering)
- shinguards (shin pads)
- footwear (football boots are not compulsory)

Players can also wear:

- undershirts, as long as the sleeves are the same colour or have the same pattern as the shirt sleeves or cuffs (end part of the sleeve)
- undershorts, which must be the same colour as the shorts or their trim (lowest part of the shorts)
- other equipment, e.g. caps (for goalkeepers), sports spectacles and protectors (knee, head, etc.) can be worn, as long as they are not dangerous and are made of soft material
- head covers, which must not be dangerous or attached to the shirt
- fitness or data trackers (not on the wrist)

Players and match officials are not allowed to wear any kind of jewellery, e.g. rings, bracelets, earrings, necklaces, etc. All jewellery must be removed. Using tape to cover jewellery is not allowed.

The match officials inspect the players' equipment before the game begins and the substitutes' equipment before they enter the pitch. If a player is wearing jewellery or dangerous equipment, the referee must tell the player to remove the item.

Players, substitutes and team officials are not allowed to wear (or reveal) anything that has political, religious or personal slogans, statements or images. This includes anything that could be considered to be offensive, insulting, abusive, provocative or discriminatory. Any such item should be removed. A yellow card is not shown, but a report must be sent to the competition organisers after the game.

## **WHAT HAPPENS IF...**

***both teams have the same colour shirt as each other and no other colour is available?***

The game cannot take place – competition rules usually state which team must change if there is a clash of colours.

***both teams have the same colour socks as each other and no other colour is available?***

The referee may decide to allow the game to take place.



continued

## **PLAYERS' KIT**

***both teams have the same colour shorts as each other and no other colour is available?***

The game can take place.

***both goalkeepers have the same colour kit as each other and no other colour is available?***

The game can take place.

***one or both goalkeepers have the same colour kit as the referee and no other colour is available?***

The game can take place.

***clothing/equipment has blood on it?***

The clothing/equipment must be changed.

***a player is wearing incorrect equipment (e.g. jewellery) before the kick-off?***

The incorrect equipment must be removed before they can play.

***a player is wearing incorrect equipment (e.g. jewellery) during the game?***

The player must leave the pitch and remove the incorrect equipment (it is not necessary to stop play). Once the equipment has been removed and the player has been checked by a match official, the player must wait for a signal from the referee before coming back onto the pitch. If they come back without permission, they are shown a yellow card and an indirect free kick is awarded to the other team (or a direct free kick or penalty kick if they interfere with the game).

***a player accidentally loses their footwear or shinguard (shin pad)?***

The player can continue playing and can score. The footwear/shinguard (shin pad) must be replaced as soon as possible and no later than the next time the game stops.

For further information, click [here](#).

# COACHES & OTHER TEAM OFFICIALS

## **REQUIREMENTS**

There are usually three categories of people named on the team list: players, substitutes and team officials.

The head coach is the senior team official and is responsible for the behaviour of everyone in the technical area, including substitutes, substituted players and the other team officials, e.g.

- assistant coaches
- medical staff (doctor, physiotherapist, etc.)
- administrative staff

## **WHAT SHOULD HAPPEN?**

Only team officials named on the team list are allowed on the benches/in the technical area (if there is one).

The team officials must remain on the benches or in the technical area unless permitted to come onto the pitch by the referee, e.g. to assess or treat an injured player.

Only one person at a time is allowed to stand and coach.

The referee has authority over the team officials, and they can be shown a red or yellow card for misbehaviour (see: Red cards and Yellow cards.)

## **WHAT HAPPENS IF...**

***someone in the technical area commits an offence but the offender cannot be identified?***

The head coach is shown a red or yellow card (depending on the offence).

***a team official leaves the technical area to watch from the stand and then returns to the technical area?***

This is allowed.

***a team official uses a laptop or other electronic equipment in the technical area?***

This is allowed, as long as it does not cause arguing, dissent, protests, etc.

***someone is a player/coach and wants to be a substitute for the game?***

They must be shown on the team list as a substitute and not as a team official. They are allowed to act as a coach until they go onto the pitch to play.

For further information, click [here](#).

# REFEREE

## REQUIREMENTS

Every game must have a referee who controls the game, players and team officials by applying the Laws. The referee's decision is final and must always be respected.

The referee has the authority to award free kicks and penalty kicks and to decide which team gets a throw-in, goal kick, corner kick or dropped ball.

The referee's main responsibility is to use the Laws to make sure the game is played fairly and safely.

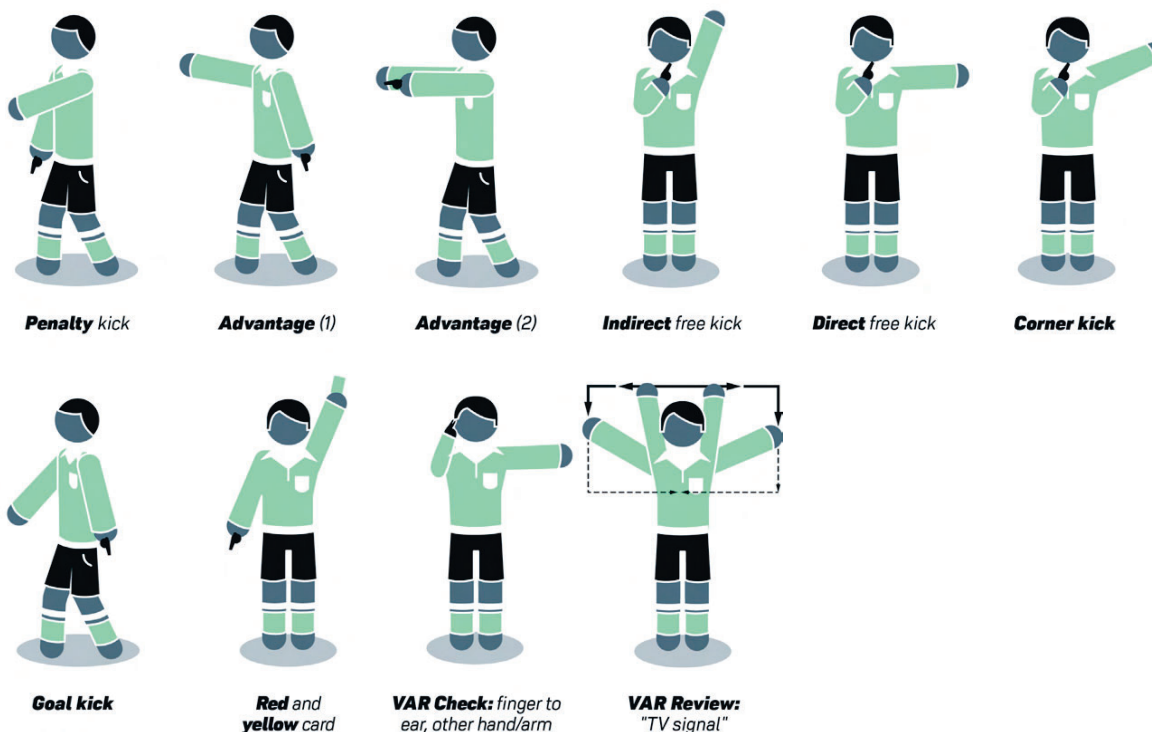
When applying the Laws, the referee must consider the 'spirit' of the Law i.e. what is the main purpose of the Law and what is the fairest outcome, especially where something happens that is not directly covered by the Laws?

The referee controls the game and may show a red or yellow card for some offences (see: Red cards and Yellow cards).

In some lower-level competitions, a yellow card results in a temporary dismissal with the player spending some time off the pitch (in the sin bin) before returning to the game.

The referee must keep a record of the main events in the game, particularly the goals, substitutions and red and yellow cards.

There are standard signals used by referees.



The whistle is used to stop the game, usually for a foul, handball, offside, injury or to signal that the ball has gone out of play when it is not clear. It is usually only used to restart the game for important situations, e.g. after a goal, red or yellow card, injury or substitution, or for an attacking free kick or penalty kick.

If the referee becomes ill or injured and cannot continue, the game is abandoned unless the competition rules allow one of the other match officials (assistant referees or fourth official) to take over.

For further information, click [here](#).

# OTHER MATCH (REFEREE) OFFICIALS

## **REQUIREMENTS**

Depending on the level of the game, the referee may be helped by other people known as match officials. They are usually neutral and qualified officials, or, at the lower levels of the game, people prepared to help, e.g. each team might provide someone to be an assistant referee.

The other officials help the referee, but, according to the Laws, the referee is the only person who can make a decision.

## **ASSISTANT REFEREES**

There are usually two assistant referees who are on the touchline on diagonally opposite sides of the pitch. They move up and down the defending team's half of the touchline and keep in line with the second-last defender (including the goalkeeper).

The most important role of the assistant referees is to help the referee with:

- goal kicks, corner kicks and throw-ins (including by signalling that the ball went out of play)
- offsides

Neutral and qualified assistant referees may also help the referee with fouls and handball offences, especially if the referee cannot see an incident clearly.

Assistant referees may also help the referee in other areas, including:

- checking the pitch, goals and other equipment before the game
- when a substitution is being made
- keeping a record of goals, red and yellow cards, substitutions, etc.
- timekeeping
- monitoring the behaviour of the coaches, substitutes, substituted players and other team officials (if close to the benches/technical areas)

There are standard signals used by assistant referees:



**Substitution**



**Throw-in for attacking team**



**Throw-in for defending team**



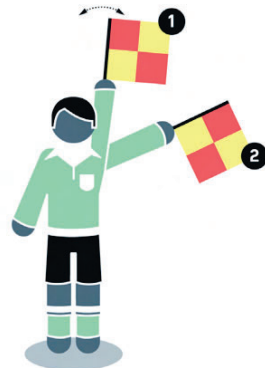
**Corner kick**

continued

# OTHER MATCH (REFEREE) OFFICIALS



**Free kick for attacking team**



**Free kick for defending team**



**Goal kick**



**Offside**



**Offside on the near side of the field**



**Offside in the middle of the field**



**Offside on the far side of the field**

## **FOURTH OFFICIAL**

The fourth official stands in between the two benches/technical areas and helps the referee in various ways, including by:

- checking the pitch, goals and other equipment before the game
- giving advice about fouls, handball offences or other incidents that the referee cannot see clearly
- checking a substitute's kit and making sure they enter the pitch at the halfway line, but only after the player being substituted has left the pitch and the referee has signalled for them to enter the pitch
- controlling the coaches, substitutes, substituted players and other team officials
- keeping a record of goals, red and yellow cards, substitutions, etc.
- indicating the minimum amount of additional time the referee has decided will be played at the end of each half

## **VIDEO ASSISTANT REFEREES (VARs)**

Some top-level competitions use the VAR system. This involves a qualified video assistant referee (VAR) helped by one or more qualified assistant VARs (AVARs) watching replays of major incidents to check if anything serious has been missed or the referee has made a 'clear and obvious error' (see: VIDEO ASSISTANT REFEREE (VAR) SYSTEM).

# ***GAME EVENTS***

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# PLAYING TIMES

## **REQUIREMENTS**

All games last for two equal halves of 45 minutes. At lower levels, especially in youth/children's football, the halves may be shorter. Both halves must be the same length.

Where teams want to have shorter halves (because of fading light, a late kick-off, etc.), both teams and the referee must agree on how long the two halves will last before the game starts. The change must be in accordance with competition rules and should be reported to the competition organisers after the game.

The half-time break lasts for 15 minutes, although it may be shorter at lower levels, especially in youth/children's football. The half-time interval can only be cancelled with the agreement of all players and the referee.

If the match is a draw at the end of normal time in a game that requires a winner, the competition rules will state if the game will:

- be decided by away goals
- go straight to penalties
- go to extra time (two equal halves, usually 15 minutes each, with a half-time break)
- go to penalties if the game is still drawn after extra time

There is a break before the start of extra time and before penalties.

At the end of each half (in normal time and extra time), the referee must add on all time lost through stoppages (additional time), in particular:

- substitutions
- injuries
- wasting time
- goal celebrations
- red and yellow cards
- drinks and cooling breaks
- delays for VAR checks and reviews
- other major delays, e.g. pitch invasion, floodlight failure, etc.

The fourth official (if there is one) uses the substitution board to show the amount of additional time decided by the referee. If there is no fourth official /substitution board, the referee should indicate the amount of additional time, usually with their fingers.

The referee:

- cannot reduce additional time once it has been decided
- must increase the additional time for any further time 'lost' through stoppages during the additional time itself

If a penalty kick is awarded at the end of a half, time must be allowed for the penalty kick to be taken. (see: Penalty kick)

## **WHAT HAPPENS IF...**

***the referee blows the whistle too early at the end of a half but realises their mistake while still on the pitch?***

The referee must resume the game and play the correct time.

continued

## **PLAYING TIMES**

***the referee blows the whistle too early at the end of a half and does not realise their mistake until after they have left the pitch for the half-time interval?***

The referee must resume the game after the half-time interval without changing sides and play the correct time of the first half. The teams then change sides, and the game is restarted with the kick-off for the second half.

***the playing conditions are not very good, and the half-time interval needs to be shortened in order to complete the game?***

This is allowed if both teams and the referee agree.

***a match goes to extra time?***

The same principles apply as in normal time (both halves are the same duration, there is a half-time break and the referee allows additional time at the end of each half).

***the half is extended for a penalty kick to be taken or retaken?***

The half ends when the referee stops play for an offence by the attacking team or when the ball:

- goes into the goal
- stops moving (including being held by the goalkeeper)
- rebounds off the goalkeeper, goalpost(s), crossbar or corner flagpost and has no chance of going into the goal
- goes out of play
- is touched after the kick by any player (except the defending goalkeeper)

For further information, click [here](#).



# KICK-OFF

## **DEFINITION**

A kick-off:

- starts each half of normal time
- starts each half of extra time
- restarts the game after a goal has been scored

## **WHAT SHOULD HAPPEN?**

Before the game starts, the referee calls the two captains together for the toss of a coin.

If the captain that wins the coin toss:

- chooses which goal to attack in the first half, the other team takes the kick-off
- chooses to kick off, the other captain will choose which goal to attack in the first half

The opponents of the team that takes the kick-off in the first half will take the kick-off in the second half.

The above procedure is followed again if the game goes to extra time.

If a team scores a goal, the other team takes the kick-off to restart the game.

At the kick-off:

- the ball must be stationary (not moving) on the centre spot
- all players must be on the pitch and in their own half, except the player taking the kick-off, who can be in the other team's half
- the opponents of the team taking the kick-off must be at least 9.15 m (10 yds) from the ball (i.e. outside the centre circle) until it is in play
- the referee gives a signal for the kick-off to take place
- the ball can be kicked in any direction and is in play when it is kicked and clearly moves
- a goal can be scored if the ball is kicked straight into the other team's goal but not into the kicker's own goal
- the kicker cannot touch the ball again until it has touched another player

## **WHAT HAPPENS IF...**

### ***the ball is moving or not on the centre spot?***

The kick-off is retaken.

### ***one or more players (except the kicker) are not in their own half?***

The kick-off is retaken.

### ***a team kicks off after conceding a goal while the other team are off the pitch celebrating?***

The kick-off is retaken, as all players must be on the pitch and in their own half.

continued

# **KICK-OFF**

***the players of the other team are not 9.15 m (10 yds) from the ball when the kick-off is taken?***

The kick-off is retaken, unless the referee plays advantage.

***the ball is kicked straight into the other team's goal?***

A goal is awarded.

***the ball is kicked straight into the kicker's goal?***

A corner kick is awarded to the other team.

***the kicker touches the ball again before it touches another player?***

An indirect free kick is awarded. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded.

For further information, click [here](#).

# BALL IN & BALL OUT OF PLAY

## **DEFINITION**

The ball is out of play when:

- it completely crosses the touchline or goal line, on the ground or in the air
- it touches the referee or another match official, stays on the pitch and a promising attack, change of possession or goal occurs
- the referee stops play

At all other times, the ball is in play, including if it rebounds off a goalpost, crossbar or corner flagpost and stays on the pitch.

## **WHAT HAPPENS IF...**

***the ball touches the referee or another match official and then goes out of play?***

Play restarts as if the ball had not touched the referee or another match official, e.g. throw-in, goal kick, etc.

***the ball touches the referee or another match official, stays on the pitch and the team in possession of the ball changes?***

Play restarts with a dropped ball (see: Dropped ball).

***the ball touches the referee or another match official and goes into the goal?***

Play restarts with a dropped ball (see: Dropped ball).

***the ball touches the referee or another match official, stays on the pitch and a promising attack starts?***

Play restarts with a dropped ball (see: Dropped ball).

***the referee blows the whistle by mistake and stops the game?***

Play restarts with a dropped ball (see: Dropped ball).

For further information, click [here](#).

# CORNER KICK

## **DEFINITION**

A corner kick is awarded when the whole of the ball goes out over the goal line (but not in the goal), whether on the ground or in the air, and when it was last touched by a defending team player.

## **WHAT SHOULD HAPPEN?**

The corner kick is taken from the corner area on the side of the pitch where the ball went out of play.

The ball must be:

- stationary (not moving)
- inside the corner area (it can overhang the corner arc)

All opponents must be at least 9.15 m (10 yds) from the corner arc.

The ball is in play when it is kicked and clearly moves.

The kicker cannot touch the ball again until someone else has touched it.

A goal is scored if the ball goes directly into the opponent's goal.

## **WHAT HAPPENS IF...**

### ***the ball is moving?***

The kick is retaken.

### ***the ball is not in the corner area?***

The kick is retaken.

### ***an opponent is not 9.15 m (10 yds) away and interferes with the game?***

The kick is retaken, and a yellow card is shown to the offending player.

### ***the ball goes straight into the opponents' goal?***

A goal is awarded.

### ***the ball goes straight into the kicker's goal?***

A corner kick is awarded to the other team.

continued

## **CORNER KICK**

***the ball goes straight out over the touchline?***

A throw-in is awarded to the other team.

***the ball goes straight out over the goal line?***

A goal kick is awarded to the other team.

***the kicker touches the ball again before it has touched another player?***

An indirect free kick is awarded to the other team (direct free kick if the kicker commits a handball offence; penalty if the offence is committed inside the kicker's penalty area, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded).

For further information, click [here](#).

# DROPPED BALL / BOUNCED BALL

## **DEFINITION**

If the referee stops the game and no foul or other offence has occurred, the game restarts with a dropped ball.

## **WHAT SHOULD HAPPEN?**

The referee restarts play with a dropped ball when:

- play stops because of an injury or something serious (bad weather, spectators on the pitch, a spectator blows a whistle that interferes with the game, floodlights go out, etc )
- play is stopped because of interference by an outside agent
- the ball touches the referee (or another match official), stays on the pitch and:
  - > goes into the goal
  - > the team in possession of the ball changes
  - > a promising attack starts
- the referee blows the whistle by mistake and stops the game

When there is a dropped ball:

- the referee drops the ball
- players from both teams must be at least 4 m (4.5 yds) from the ball, apart from the player receiving the dropped ball
- the ball is in play when it touches the ground – it must not be touched before that
- the player receiving the dropped ball can continue playing with it but cannot score unless it touches at least one other player (from either team)

The ball is dropped for a player of the team that last touched the ball at the place where it last touched a player, match official or outside agent. However, the ball is dropped for the goalkeeper (regardless of which team last touched the ball) if, when the referee stopped play:

- the last touch was in the penalty area or
- the ball was in the penalty area (whether on the ground or in the air)

## **WHAT HAPPENS IF...**

### ***a player touches the ball before it touches the ground?***

The dropped ball is retaken.

### ***a player is less than 4 m (4.5 yds) away?***

The dropped ball is retaken and the offending player may be shown a yellow card.

### ***the ball goes out over the goal line or touchline without touching any player?***

The dropped ball is retaken.

continued

## **DROPPED BALL** / BOUNCED BALL

***the ball goes into either goal without touching any player (including the player the ball is dropped for)?***

The dropped ball is retaken.

***the ball goes into the goal of the player who received the dropped ball without the ball touching another player?***

A corner kick is awarded to the other team.

***the ball goes into the opponents' goal of the player who received the dropped ball without the ball touching another player?***

A goal kick is awarded to the other team.

For further information, click [here](#).

# GOAL KICK

## **DEFINITION**

A goal kick is awarded when the whole of the ball goes out over the goal line (but not in the goal), on the ground or in the air, and it was last touched by an attacking team player.

## **WHAT SHOULD HAPPEN?**

The kick can be taken from anywhere in the goal area.

The ball must be stationary (not moving).

All players of the other team must be outside the penalty area until the ball is kicked, unless the kick is taken so quickly that they do not have time to leave the penalty area.

The ball

- is in play when it is kicked and clearly moves
- does not have to leave the penalty area before it can be played by another player

The kicker cannot touch the ball again until another player has touched it.

## **WHAT HAPPENS IF...**

### ***the ball is moving when the goal kick is taken?***

The goal kick is retaken.

### ***the ball is not in the goal area when the goal kick is taken?***

The goal kick is retaken.

### ***an opponent stays in the penalty area and interferes with the goal kick?***

The goal kick is retaken and the player may be shown a yellow card.

### ***an opponent does not have time to leave the penalty area and intercepts with the goal kick?***

Play continues, as long as the player did not prevent the kick from being taken.

### ***the ball goes straight out over the touchline?***

A throw-in is awarded to the other team.



continued

# GOAL KICK

***the ball goes straight out over the team's own goal line?***

A corner kick is awarded to the other team.

***the ball goes straight out over the opponents' goal line?***

A goal kick is awarded to the other team.

***the ball goes straight into the kicker's own goal?***

A corner kick is awarded to the other team.

***the ball goes straight into the opponents' goal?***

A goal is awarded.

***the kicker touches the ball again before it has touched another player?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded.

***an 'illegal' second touch stops a promising attack?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded and a yellow card is shown to the offending player.

***an 'illegal' second touch stops a goal?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded and a red card is shown to the offending player.

***an 'illegal' second touch denies an obvious goal-scoring opportunity?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded and a red card is shown to the offending player.

For further information, click [here](#).

# THROW-IN

## **DEFINITION**

A throw-in is awarded when the whole of the ball goes out over the touchline, on the ground or in the air.

A throw-in is awarded to the opponents of the last player to touch the ball.

## **WHAT SHOULD HAPPEN?**

Any player, including a goalkeeper, can take a throw-in.

A substitute who has replaced another player but not yet entered the pitch, or a player who had left the pitch due to an injury or to change kit, etc. can take the throw-in, as long as part of one of their feet touches the touchline before they take the throw-in, as this means they have satisfied the Law requirement to enter the pitch.

The thrower must:

- take the throw-in from the point on the touchline where the ball went out of play
- stand and face the pitch
- have part of each foot on or behind the touchline
- throw the ball with both hands
- throw the ball from behind and over the top of their head
- not touch the ball again until another player has touched it

The players of the other team must be at least 2 m (2 yds) away from the point on the touchline where the throw-in is to be taken.

The ball is in play when it enters the pitch.

## **WHAT HAPPENS IF...**

### ***the ball does not go onto the pitch?***

The same team takes the throw-in again (it does not have to be taken by the same player).

### ***the throw-in is taken from the wrong place?***

The other team takes the throw-in.

### ***the thrower lifts one/both feet off the ground?***

The other team takes the throw-in.

### ***the thrower has part of one foot/both feet on the pitch?***

No offence has been committed, as long as part of each foot is on or behind the touchline.

continued

# THROW-IN

***the thrower does not use two hands?***

The other team takes the throw-in.

***the thrower does not throw the ball over their head?***

The other team takes the throw-in.

***the thrower touches the ball again before another player has touched it?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the thrower was the goalkeeper, in which case an indirect free kick is awarded.

A yellow card is shown to the offending player if the second touch stopped a promising attack.

A red card is shown to the offending player if the second touch stopped a goal or denied the opponents an obvious goal-scoring opportunity.

***an opponent is not 2 m (2 yds) from the thrower when the throw-in is taken?***

An indirect free kick is awarded and a yellow card is shown if this interferes with the throw-in.

***an opponent unfairly distracts the thrower?***

An indirect free kick is awarded and a yellow card is shown if this interferes with the throw-in.

***the ball is thrown straight into the other team's goal?***

A goal kick is awarded to the other team.

***the ball is thrown straight into thrower's goal?***

A corner kick is awarded to the other team.

***the wrong team takes the throw-in?***

The throw-in must be retaken by the correct team.

***if a player taking a throw-in throws the ball against an opponent but not in a reckless or excessive force manner to regain possession of the ball?***

Play continues as there is no offence.

For further information, [click here](#).

# SCORING A GOAL

## **DEFINITION**

A goal is scored when the whole of the ball crosses the goal line between the goalposts and under the crossbar and no offence has been committed by the attacking team.

## **WHAT HAPPENS IF...**

***a small part of the ball has not crossed the goal line?***

A goal is not awarded.

***an attacking team player commits an offence (e.g. handball, foul, offside) before the ball crosses the goal line?***

The goal is disallowed.

***the referee awards a goal and then finds out (e.g. from an assistant referee, 4th official or the VAR) that an offence was committed by the attacking team before the ball crossed the goal line?***

If the game has not restarted, the goal is disallowed.

If the game has restarted, the goal stands, and the matter is reported to the competition organisers after the game.

***a defending team player commits an offence (e.g. handball, foul) before the ball crosses the goal line?***

The referee does not penalise the offence but plays advantage and the goal is awarded.

For further information, click [here](#).

# **PENALTIES** / PENALTY SHOOT-OUT

## **DEFINITION**

Penalties occur after a match has ended (with or without extra time, depending on competition rules) and the scores are level and a winning team is needed.

## **PROCEDURE**

The teams take alternate kicks. Players cannot take another kick until all their team-mates have taken one.

If a player is not ready to take a kick (e.g. they are off the pitch), another player, who has not taken a kick, must take the kick.

Each team takes up to five kicks. If one team scores more goals than the other team could score, even if they scored with all their remaining kicks, they are the winners.

If the scores are level after each team has taken five kicks, the penalties continue into 'sudden death', where kicks are taken alternately until one team has scored more than the other team after the same number of kicks.

If all the players have taken a kick and the scores are still level, a second round starts – the teams can change the order of kickers for this round.

If the kicker commits an offence, their kick is recorded as missed (whether or not they score).

Yellow cards and warnings from the game are not carried forward into penalties but a player who was shown a red card during the game cannot take part.

Players, substitutes, substituted players and team officials can get a red or yellow card during penalties.

## **WHAT SHOULD HAPPEN?**

### **Before the kicks start**

Only players who are playing at the end of the game (including those who are off the pitch injured, changing boots, etc.) are allowed to take part.

Everyone else (substitutes, team officials, etc.) must be off the pitch.

If one team has more players than the other team (e.g. a player was sent off or injured), they must reduce their team to the same number of kickers, and the referee must be told which player(s) is/are not taking part.

The referee:

- tosses a coin to decide which goal to use (unless one goal cannot be used, e.g. lots of water on the pitch, security reasons, etc.)
- tosses the coin again and the winning captain chooses whether to kick first or second

No substitutions are allowed except for a goalkeeper who is ill/injured.

A goalkeeper who is ill/injured before or during penalties can be substituted if their team has not used all their substitutes or they have a player who was excluded to make the number of players in each team equal. If there are no excluded players and all the substitutes have been used, one of the on-field players must replace the goalkeeper.

The teams do not have to tell the referee the order of the kickers.

### **During the kicks**

All players except for the two goalkeepers and the kicker must be in the centre circle.

The ball must be on the penalty spot and not moving.

continued

## **PENALTIES** / PENALTY SHOOT-OUT

The goalkeeper:

- must face the ball
- must be on the goal line and between the goalposts
- can move along the goal line and/or jump up and down, as long as at least part of each foot is on or above the line, until the ball is kicked
- must not behave in a way that unfairly distracts the kicker, e.g. delay the taking of the kick or touch the goalposts, crossbar or goal net
- must have at least part of one foot touching, in line with, or behind the goal line when the ball is kicked

The other goalkeeper must wait on the junction of the goal line and the penalty area line (on the same side as the assistant referee, if there is one). Any of the on-field players may change places with the goalkeeper, as long as the referee is informed.

The kicker:

- must be clearly identified
- can stop and start during their run-up to the ball
- must not stop or feint (pretend to kick the ball) at the end of their run-up – they must kick it immediately
- must kick the ball forward (but can backheel it towards the goal)
- cannot touch the ball again

The referee:

- checks the ball is on the penalty spot and makes sure all players are in the correct position
- blows the whistle for the kick to be taken
- carefully watches the kicker and the goalkeeper (the assistant referee will usually help by watching the goalkeeper and checking whether the ball crosses the goal line)
- keeps a record of each kicker (name and/or number), as well as who scores and who misses

The kick is completed when the ball stops moving, goes out of play or the referee stops play for any offence.

### **WHAT HAPPENS IF...**

#### ***the ball is moving or is not on the penalty spot when the kick is taken?***

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** The kick must be retaken.

#### ***the goalkeeper moves off the goal line early?***

**Kick scored:** A goal is awarded.

**Kick missed/saved:** The kick must be retaken if it is saved. The kick is not retaken if it misses the goal and the kick was not affected by the goalkeeper's movement. If the kick is retaken, the goalkeeper must be warned for the first offence and shown a yellow card for any further offences.

#### ***the kicker feints at the end of the run-up?***

**Kick scored:** The kick is recorded as missed and the kicker is shown a yellow card.

**Kick missed/saved:** The kick is recorded as missed and the kicker is shown a yellow card.

continued

## **PENALTIES** / PENALTY SHOOT-OUT

***the kicker stops during the run-up, starts again and kicks the ball?***

**Kick scored:** A goal is awarded.

**Kick missed/saved:** The kick is recorded as missed.

***the kicker stops and does not kick the ball?***

The kick must be (re)taken.

***the kicker touches the ball again before anyone else?***

**Kick scored:** The kick is recorded as missed.

**Kick missed/saved:** The kick is recorded as missed.

***the kicker does not kick the ball forward?***

**Kick scored:** The kick is recorded as missed.

**Kick missed/saved:** The kick is recorded as missed.

***the kicker and the goalkeeper both commit an offence?***

**Kick scored:** The kick is recorded as missed and the kicker is shown a yellow card.

**Kick missed/saved:** The kick is recorded as missed and the kicker is shown a yellow card.

***the ball bursts/stops before reaching the goal/goalkeeper?***

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** The kick must be retaken.

***there is outside interference with the ball before it reaches the goal?***

**Kick scored:** The kick must be retaken unless the goalkeeper could not have saved it.

**Kick missed/saved:** The kick must be retaken.

For further information, click [here](#).

# WINNING TEAM

## **DEFINITION**

The team that scores more goals than the other team is the winner of the game.

When no goals are scored or both teams score the same number of goals, it is a draw.

Competition rules will determine how many points are awarded for a win or a draw.

If a game (or two-legged cup tie) is drawn and a winner is needed, the competition rules will state that the winning team is decided by using one or a combination of:

- extra time
- penalties (penalty shoot-out)
- the away goals rule (goals scored away from home count 'double')

**For further information, click [here](#).**



# INJURIES

## **DEFINITION**

Depending on the seriousness of the injury, the referee must make sure an injured player is assessed and, if necessary, treated as soon as possible.

## **WHAT SHOULD HAPPEN**

If a player is injured, the referee should stop the game if the injury is, or appears to be, serious. If a player is, or appears to be, only slightly injured, the referee allows play to continue.

An injured player can be assessed on the pitch but should not be treated on the pitch unless it is a serious injury.

A player who is assessed or treated on the pitch must then leave, except when:

- a goalkeeper is injured
- a goalkeeper and an outfield player collide with each other and need attention
- players from the same team collide and need attention
- a player is injured by a foul for which the offender is shown a red or yellow card
- a penalty kick has been awarded and the injured player will take the kick

A player who leaves the pitch after assessment/treatment may only return to the pitch after play has restarted and the referee has signalled for the player to do so. If the game is stopped, the player can return to the pitch from the goal line or touchline, but if the ball is in play, the player can only return to the pitch from the touchline.

If the referee stops play for an injury and no offence has occurred, play restarts with a dropped ball (see: Dropped ball).

The referee must include the time taken for an injury in 'additional time' at the end of each half.

## **WHAT HAPPENS IF...**

### ***the stretcher is brought onto the pitch?***

The injured player must leave the pitch on the stretcher or walking. If they do not, they are shown a yellow card.

### ***an injured player needs to be shown a red or yellow card?***

The card must be shown before the player leaves the pitch.

# SUBSTITUTIONS

## **DEFINITION**

Substitutes are extra players who may replace team-mates during a game.

Competition rules:

- determine how many substitutes a team can:
  - > name on the team list
  - > use during a game
- may allow each team to use one additional substitute in extra time

At lower levels, some competitions allow rolling/return substitutes, which means a player who has been substituted can return to the game.

In all top-level competitions, each team has a maximum of three opportunities to make a substitution (excluding during half-time, the period between full-time and the start of extra time, and at half-time in extra time). An additional substitution opportunity may be allowed during extra time. Other competitions may also decide to apply these restrictions.

## **WHAT SHOULD HAPPEN?**

- The names of the substitutes must be given to the referee before the game starts
- A substitution can only occur when the game is stopped and with the referee's permission
- The player being substituted must:
  - > leave the pitch at the nearest point on the boundary line or quickly at the halfway line, unless already off the pitch
  - > go straight to the bench/technical area or the dressing room and remain off the pitch
- The substitute must only enter the pitch:
  - > after receiving the referee's signal
  - > after the substituted player has left the pitch
  - > at the halfway line
- Once the substituted player has left the pitch and the substitute has come on, the substitution is over and cannot be changed (except in the case of rolling/return substitutes)

## **WHAT HAPPENS IF...**

***someone whose name was not given to the referee before the kick-off wants to play?***

They cannot take part in the game.

***the player being substituted will not leave the pitch?***

The game carries on.

***a player leaves the pitch at the wrong place to waste time?***

The player is shown a yellow card.

continued

# **SUBSTITUTIONS**

***the substitute enters the pitch before the player being substituted has left the pitch?***

The substitute must go back and wait for the correct time to enter (no card is shown).

***a substitution occurs without the referee's permission (except at half-time)?***

Both players are shown a yellow card.

***a substitution is made during half-time but the referee is not informed?***

The substitute may continue to play, no card is shown, and the matter is reported to the competition organisers.

***a team tries to use too many substitutes?***

This must be prevented by the referee.

***the referee mistakenly allows too many substitutions to be made?***

As soon as this is noticed, it must be corrected and reported to the competition organisers after the game.

***a substitute or substituted player interferes with the game?***

A direct free kick or penalty kick is awarded, and a red or yellow card is shown (see: Red cards and Yellow cards).

# DRINKS & COOLING BREAKS

## **DEFINITION**

A drinks break is when the game is stopped for players to rehydrate.

A cooling break is when the game is stopped to let the players cool down.

## **WHAT SHOULD HAPPEN?**

A drinks break:

- usually occurs around the middle of each half
- must not last more than one minute
- involves the players:
  - > getting drinks from their team officials
  - > staying on the pitch
- should not become a coaching session

A cooling break:

- usually occurs around the middle of each half
- must not last more than three minutes
- involves the players:
  - > getting drinks from their team officials
  - > sitting/standing in the shade (if possible) – they may leave the pitch to do so
- should not become a coaching session

The competition rules may define the weather conditions needed for drinks breaks and/or cooling breaks to be allowed. Temperature and humidity are the key factors to be taken into account.

If there are no specific competition rules, common sense is used when the temperature is high and/or it is very humid, and the referee decides whether a break is necessary.

The referee adds the time taken for any drinks/cooling breaks to the additional time at the end of the half in which they occurred.

## **WHAT HAPPENS IF...**

***teams/players try to take a longer break than is allowed?***

The referee must insist that the game restart promptly.

For further information, click [here](#).

# PLAYING DISTANCE

## **DEFINITION**

Playing distance refers to when a player can touch the ball if they stretch their foot/leg or jump. For a goalkeeper, it includes how far they can stretch their hand(s)/arm(s).

## **WHAT SHOULD HAPPEN**

A player can use their body to shield the ball from an opponent if the ball is within playing distance and they do not use their hand/arm to hold off the opponent.

If the ball is within playing distance, a player can be fairly charged (shoulder-to-shoulder) by an opponent.

## **WHAT HAPPENS IF...**

***a player uses their body to shield the ball or block an opponent when the ball is not within playing distance?***

An indirect free kick is awarded if there is no contact; a direct free kick is awarded if there is contact.

***a player impedes an opponent's progress by blocking, obstructing, slowing down or forcing a change of direction when the ball is not within playing distance?***

An indirect free kick is awarded if there is no contact; a direct free kick is awarded if there is contact.

For further information, click [here](#).

# ***OFFENCES &***

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# ***SANCTIONS***

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# FOULS

## **DEFINITION**

A foul is an unfair physical offence committed against an opponent, usually with the foot/leg or hand/arm but sometimes with other parts of the body.

Offences that are not committed against an opponent are not fouls, e.g. handball, offside, etc.

Most fouls are punished with a direct free kick being awarded to the other team. However, most fouls involving no contact with the opponent result in an indirect free kick being awarded to the other team.

There are different disciplinary actions for different categories of fouls:

### **No card**

- Careless
  - > Non-intentional/routine foul that does not show consideration/care for the opponent

### **Yellow card**

- Reckless
  - > Quite serious foul that could cause a risk of injury to the opponent
- Stopping a promising attack (SPA)
  - > Tactical foul that stops a promising attack – the seriousness of the foul does not matter

### **Red card**

- Excessive force/serious foul play
  - > Intense foul that endangers the safety of the opponent and creates a risk of serious injury
- Denying a goal or an obvious goal-scoring opportunity (DOGSO)
  - > Tactical foul that stops a goal or a very clear chance to score – the seriousness of the foul does not matter
- Violent conduct
  - > Intense foul with a lot of force that occurs away from the ball
  - > Does not involve trying to play the ball, e.g. punching, kicking, head-butting
  - > If it occurs after play has stopped, then it is not a foul and a free kick cannot be given, but the player must still be shown a red card

### **What fouls are punished with a direct free kick?**

The following fouls are punished with a direct free kick if committed against an opponent in a way that is considered careless, reckless or using excessive force:

- unfairly charging/bumping
- jumping at
- kicking or trying to kick
- pushing
- hitting/striking or trying to hit/strike (including a head-butt)
- unfairly tackling/challenging
- tripping or trying to trip

The following fouls are also punished with a direct free kick, but no judgement of carelessness, recklessness or excessive force is necessary; they may be offences that stop a promising attack (SPA) or deny an obvious goal-scoring opportunity (DOGSO):

- holding an opponent
- playing dangerously\* e.g. high foot (with contact)

continued

# FOULS

- obstructing/impeding an opponent's progress\*\* (with contact)
- biting or spitting at anyone on the team lists or a match official
- throwing something at the ball, an opponent or a match official, or using/holding something to make contact with the ball.

## What fouls are punished with an indirect free kick?

The following fouls are punished with an indirect free kick as long as there is no contact (contact fouls require a direct free kick):

- playing dangerously\* e.g. high foot (no contact)
- obstructing/impeding an opponent's progress\*\* (no contact)
- preventing/blocking a goalkeeper from releasing the ball from their hands
- trying to kick/play the ball when the goalkeeper is holding it
- committing any other offence not mentioned in the Laws, for which play is stopped to show a player a red or yellow card

\**Playing dangerously is when a player attempts to play the ball and could injure someone (including the player themselves) and/or prevents a nearby opponent from trying to play the ball for the fear of getting injured. An overhead, bicycle or scissors kick is allowed if there is no danger to a player from the other team.*

\*\**Obstruction is when a player moves into an opponent's path to block, slow down or force a change of direction when neither player can play the ball. It is not a foul if players are already in each other's space and an accidental collision or contact results.*

## WHAT HAPPENS IF...

### **a player tries to trip, strike, kick or jump at an opponent but does not make contact?**

Even though there is no contact, a direct free kick is awarded (or penalty kick if the offence takes place in the offender's penalty area), as these are serious offences.

### **a high foot makes contact with an opponent?**

A direct free kick is awarded (or penalty kick if the offence takes place in the offender's penalty area) and the player may be shown a red or yellow card.

### **there is a foul by Team A and then a foul by Team B before the referee can stop play?**

The first foul is punished, i.e. a free kick is awarded to Team B (or a penalty kick if the offence took place in Team A's penalty area).

### **two fouls occur at the same time?**

The more serious foul is punished, e.g. a physical foul is more serious than handball.

### **there is a technical offence (e.g. offside) by Team A and then a foul by Team B before the referee can stop play?**

The first offence is punished, i.e. the offside, and a free kick is awarded to Team B.



continued

# FOULS

***a foul and technical offence occur at the same time (e.g. foul and offside)?***

The foul is punished (more serious offence).

***a stopping a promising attack (SPA) foul is also a reckless foul?***

A yellow card is shown to the player for being reckless, which is more serious than the tactical nature of SPA.

***a foul is committed, but the fouled team can continue with the ball?***

The referee can allow play to continue (see: Advantage).

For further information, click [here](#).

# HANDBALL

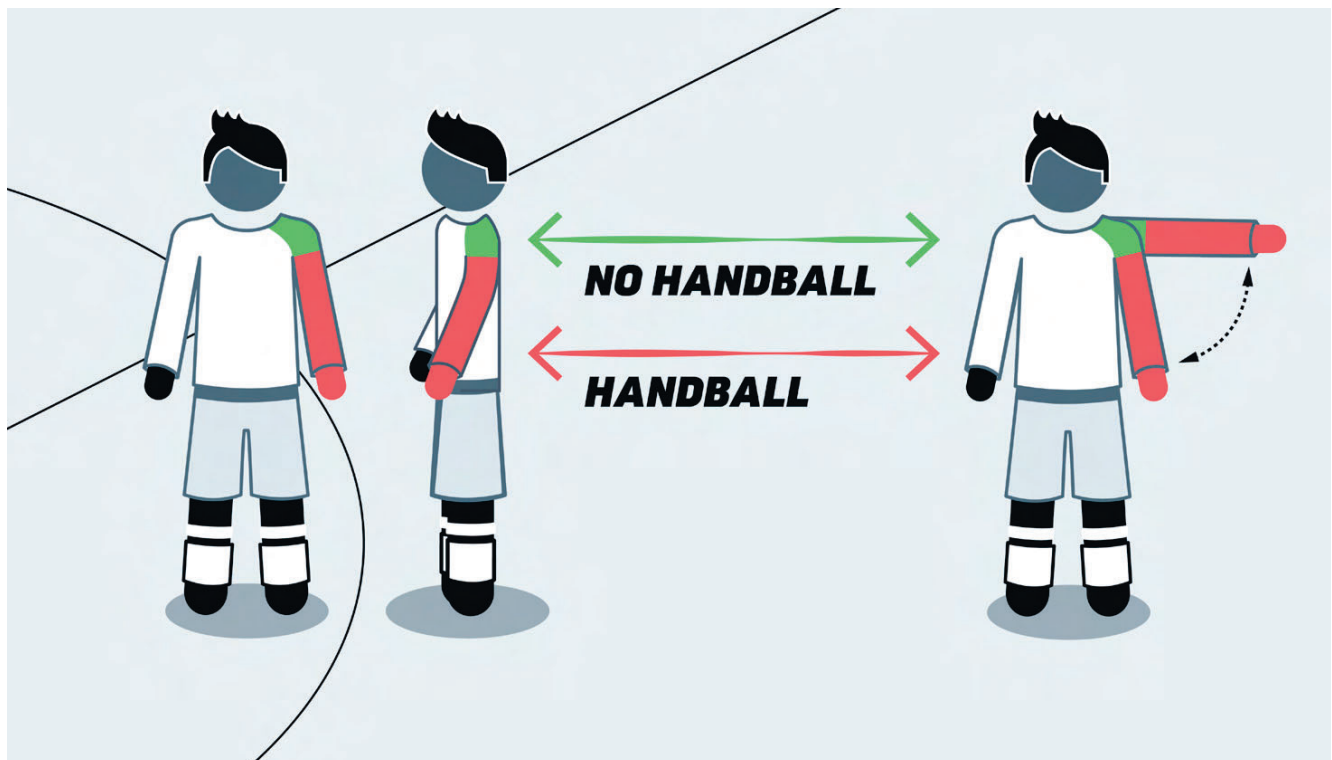
## **DEFINITION**

Handball is the illegal contact with or touch of the ball with the hand(s) and/or arm(s). However, it is not automatically a handball offence every time the ball touches a player's hand/arm.

A handball offence is when a player (except the goalkeeper in their own penalty area):

- deliberately touches the ball with their hand/arm
- touches the ball with their hand/arm when it is in a position that makes their body unnaturally bigger and when that position is not the result of their body moving fairly as part of play
- scores a goal against the other team with their hand/arm or scores immediately after the ball touches their hand/arm (even if the touch was accidental)

*\*The hand and the arm below the bottom of the armpit are the parts of the body used for a possible handball offence.*



A handball is punished with a direct free kick (or a penalty if the handball offence occurs in the player's own penalty area).

Goalkeepers are allowed to use their hands/arms to touch, catch and hold the ball in their own penalty area, except in some situations e.g. a backpass or throw-in (see: Goalkeepers).

continued

# HANDBALL

## **WHAT HAPPENS IF...**

***a player is falling and the ball hits their supporting arm, which is between their body and the ground?***

This is not handball (unless the ball goes directly into the opponents' goal or the player scores immediately afterwards, in which case a direct free kick is awarded to the other team).

***a player is hit on the hand/arm by the ball from a team-mate's kick/header?***

This is not handball (unless the ball goes directly into the opponents' goal or the player scores immediately afterwards, in which case a direct free kick is awarded to the other team).

***a player heads/kicks the ball and it then hits their own hand/arm?***

This is not handball (unless the ball goes directly into the opponents' goal or the player scores immediately afterwards, in which case a direct free kick is awarded to the other team).

***a player prevents the ball from going into their own goal with their hand/arm but does not deliberately handle the ball and does not make their body unnaturally bigger?***

This is not handball.

***a player tries to score with their hand/arm?***

A direct free kick is awarded to the other team and a yellow card is shown to the offending player (even if the attempt to score is unsuccessful).

For further information, click [here](#).

# OFFSIDE

## **DEFINITION**

A player is penalised for offside if they are in an offside position at the moment the ball is played or touched (deliberately or accidentally) by a team-mate and the offside player then commits an offside offence.

## **OFFSIDE POSITION**

A player is in an offside position when any part of their body\* is:

- in the other team's half (the halfway line does not count) and
- closer to the opponents' goal line than both:
  - > the second-last opponent, including the goalkeeper and
  - > the ball

*\*the hands and arms of all players (including the goalkeepers) are not included when judging an offside position.*

The player's position is judged at the moment the ball is played/touched by one of their team-mates.

## **NO OFFSIDE POSITION**

A player is not in an offside position when they are:

- in their own half or on the halfway line
- behind or in line (level) with the second-last opponent (including the goalkeeper)
- behind or in line (level) with the ball
- in the opponents' goal, as long as they are not committing an offside offence, e.g. interfering with the goalkeeper or a defender

### **When else is a player not offside?**

Even if they are in an offside position, a player is not penalised for offside if they receive the ball:

- when the ball is deliberately played by an opponent, including the goalkeeper, unless it is a save, i.e. an attempt to stop the ball from going into or very close to the goal
- from an opponent's deliberate handball
- directly from a:
  - > throw-in
  - > corner kick
  - > goal kick

## **OFFSIDE OFFENCE**

There are three different offside offences:

- interfering with play by playing or touching the ball (with any part of the body)
- interfering with an opponent by:
  - > preventing them from playing or being able to play the ball by clearly obstructing their line of vision, especially the goalkeeper
  - > challenging them for the ball
  - > trying to play the ball when it is close and this affects an opponent
  - > making an obvious action/movement that clearly affects an opponent's ability to play the ball
- gaining an advantage by playing the ball or interfering with an opponent when the ball:

continued

# OFFSIDE

- > rebounds or deflects off:
  - the goalpost or crossbar
  - an opponent
  - the referee or another match official
- > has been deliberately saved by an opponent, i.e. in an attempt to stop the ball from going into or very close to the goal

If a player is penalised for offside, an indirect free kick is awarded to the other team where the offence occurred; this can be in the player's own half.

## **WHAT HAPPENS IF...**

### ***a player is in an offside position?***

A player in an offside position is not penalised if they do not commit an offside offence.

### ***a player in an offside position is fouled without committing an offside offence?***

The foul is penalised.

### ***a player in an offside position is fouled before committing an offside offence?***

The foul is penalised.

### ***a player deliberately leaves the pitch?***

- If it is a defending player:
  - > The player is considered to be on the goal line or touchline for the purposes of offside and is shown a yellow card at the next stoppage
- If it is an attacking player (who does not get involved in the play):
  - > Play continues – no yellow card
- If it is an attacking player (who re-enters the pitch and gets involved in the play):
  - > If the player was in an offside position it is an indirect free kick for offside
  - > If the player was not offside it is an indirect free kick and the player is shown a yellow card

For further information, click [here](#).

# ARGUING / DISSENT, PROTESTS, COMPLAINTS

## **DEFINITION**

Arguing, complaining or protesting about a decision is known in the Laws as dissent. It can be verbal (with words) or physical (e.g. running at the referee, making gestures, kicking or throwing the ball away).

## **WHAT SHOULD HAPPEN?**

Players, substitutes, coaches and other team officials should respect the decisions of the referee and the other match officials.

An initial, non-exaggerated disagreement, objection or complaint is usually accepted by the referee as a natural reaction.

Clear and/or continual dissent (with words, actions or gestures) is punished with a yellow card and, if play is stopped because of the dissent, an indirect free kick is awarded to the other team.

If the words or gestures are offensive, insulting or abusive, the player must be shown a red card.

## **WHAT HAPPENS IF...**

***a player shows clear dissent by running at the referee but does not say anything?***

The player is shown a yellow card.

***a player shows clear dissent with gestures but does not say anything?***

The player is shown a yellow card.

***play is stopped because of dissent?***

An indirect free kick is awarded and the offending player is shown a yellow card.

For further information, click [here](#).

# FEINTING / DUMMYING

## **DEFINITION**

Feinting is when a player tries to trick an opponent by pretending (dummying) to kick the ball, but then delays the kick or does not kick the ball. Feinting is allowed for free kicks, goal kicks and corner kicks. At a penalty kick the kicker can stop and start in the run-up but is not allowed to feint to kick the ball once they have completed the run-up..

## **WHAT SHOULD HAPPEN?**

If, when taking a free kick, goal kick or corner kick, the kicker feints to take the kick, the opponents must remain at least 9.15 m (10 yds) from the ball until the kick is taken.

When a penalty is being taken, the kicker:

- can stop and start during the run-up
- must kick the ball immediately at the end of their run-up, i.e. they cannot feint (pretend) to kick the ball

## **WHAT HAPPENS IF..**

***(Free kicks, goal kicks, corner kicks)***

***the kicker feints to kick the ball, and an opponent moves closer than 9.15 m (10 yds) to the ball and interferes with the kick?***

The opponent is shown a yellow card and the kick is retaken.

***(Penalty kick and during penalties)***

***the kicker feints at the end of the run-up but does not kick the ball?***

The kicker is shown a yellow card and the kick is then taken correctly.

***(Penalty kick and during penalties)***

***the kicker feints at the end of the run-up and then kicks the ball?***

**Penalty kick:** the kicker is shown a yellow card and an indirect free kick is awarded to the other team.

**During penalties:** the kicker is shown a yellow card and the kick is recorded as missed.

# EXTRA PERSON OR OBJECT ON THE PITCH / OUTSIDE AGENT

## **DEFINITION**

An outside agent is anyone or anything that should not be on the pitch during the game. This can include:

- a person who is not a player, substitute, team official or match official (e.g. a spectator or ball boy/girl)
- an animal
- an object thrown by a spectator
- a structure, e.g. an overhanging branch

## **WHAT SHOULD HAPPEN?**

The referee should try to make sure that any outside agent does not interfere with the game, the players, the referee or the other match officials.

When the game is stopped because of outside interference, play restarts with a dropped ball for the team that last touched the ball before the game was stopped (see: Dropped ball).

## **WHAT HAPPENS IF...**

***there is no interference with the game?***

The referee can allow the game to continue.

***there is interference with the game?***

The referee stops play and the outside agent must be removed from the pitch. Play restarts with a dropped ball.

***there is interference with the ball when it is going into the goal but it still goes in?***

The goal can be awarded if the interference did not stop any defenders or the goalkeeper from playing the ball.

***there is interference at a penalty kick (including during penalties) before the ball reaches the goal/goalkeeper?***

The kick is retaken.

***there is interference at a penalty kick after the ball rebounds off the goalposts, crossbar or goalkeeper?***

**Penalty kick:** play restarts with a dropped ball.

**During penalties:** the kick is recorded as missed.



*continued*

# **EXTRA PERSON OR OBJECT** **ON THE PITCH** / OUTSIDE AGENT

***the referee stops play for an offence committed by a player against an outside agent?***

Play restarts with a dropped ball, unless an indirect free kick is awarded for leaving the pitch without the referee's permission.

**For further information, click [here](#).**

# SUBSTITUTES OR TEAM OFFICIALS ON THE PITCH

## **DEFINITION**

Substitutes, substituted players and team officials (including coaches, doctors, physios, etc.) are not allowed onto the pitch without the referee's permission.

## **WHAT SHOULD HAPPEN?**

Substitutes, substituted players and team officials must remain on the bench/in the technical area (if there is one).

If there is no technical area, they must stay on the side of the pitch outside the touchline.

They may only go onto the pitch after getting a signal from the referee (except in an emergency, e.g. serious injury).

A player who has gone off the pitch with an injury or to change kit, etc. must wait for the referee's signal to return, which can be given whilst the ball is in play.

If the game is stopped, the player can return to the pitch from the goal line or touchline, but if the ball is in play, the player can only return to the pitch from the touchline.

## **WHAT HAPPENS IF...**

***a substitute, substituted player or player who has gone off the pitch with an injury or to change kit, etc. enters the pitch without permission?***

### **If there is no interference with the game:**

- the referee can allow the game to continue
- when the game stops, the offending person is:
  - > shown a yellow card for entering the pitch without permission
  - > required to leave the pitch (if they are a substitute or substituted player)

### **If there is interference with the game:**

- the referee stops play (unless an advantage can be played) and awards a direct free kick (or penalty kick if the interference is in the offending player's penalty area) and the offending person is:
  - > shown a yellow card for entering the pitch without permission, if they are a player
  - > shown a second yellow card and then a red card if they have committed another offence, e.g. a reckless tackle or arguing with the referee
  - > shown a red card if they have committed a sending-off offence (e.g. violent conduct, serious foul play, denying the other team a goal or an obvious goal-scoring opportunity)
  - > required to leave the pitch (if they are a substitute or substituted player)

***a team official enters the pitch and there is interference with the game:***

- the referee stops play (unless an advantage can be played) and awards a direct free kick (or penalty kick if the interference is in the penalty area of the offending team official) and the person is:
  - > shown a red card for entering the pitch without permission

continued

# SUBSTITUTES OR TEAM OFFICIALS ON THE PITCH

> required to leave the pitch and the surrounding area for the rest of the game

## Exception:

If a substitute, substituted player, team official or player who has gone off the pitch with an injury or to change kit, etc. enters the pitch without permission and interferes with the ball when it is going into their team's goal but it still goes in, the goal can be awarded if the interference did not stop a defender or the goalkeeper from playing the ball.

***a team scores a goal when one of their substitutes, substituted players, team officials or players who have gone off the pitch with an injury or to change kit, etc. is on the pitch without permission, interferes with the game and the referee finds out before the game is restarted?***

The referee must:

- disallow the goal
- take the correct disciplinary action (player, substitute, substituted player – yellow card; team official – red card)
- have the person removed from the pitch (substitute, substituted player, team official)
- restart play with a direct free kick from where the offending person was discovered by the referee

If the referee does not find out about the offending person until after the game has restarted, the referee must:

- allow the goal
- stop play (if the ball is in play)
- take the correct disciplinary action (player, substitute, substituted player – yellow card; team official – red card)
- have the person removed from the pitch (substitute, substituted player, team official)
- restart the game with a dropped ball or free kick (depending on the reason for stopping the game)
- submit a report to the competition organisers after the game

For further information, click [here](#).

# OBSTRUCTION / IMPEDING

## **DEFINITION**

Obstruction, or impeding the progress of an opponent, is when a player unfairly uses their body to prevent an opponent from getting to and/or playing the ball.

## **WHAT SHOULD HAPPEN?**

Every player has a right to their position on the pitch.

A player can use their body to shield the ball from an opponent in order to make it difficult for the opponent to get to the ball, as long as the ball is within playing distance\*. A player who is shielding the ball is allowed to be fairly charged (shoulder-to-shoulder) by an opponent.

*\*Playing distance means that the player could touch the ball if they stretched their foot/leg or jumped (including hands/arms for goalkeepers).*

If a player obstructs an opponent, the referee awards:

- a direct free kick if there is contact with the opponent
- an indirect free kick if there is no contact

## **WHAT HAPPENS IF...**

### ***obstruction stops a promising attack?***

A free kick is awarded and a yellow card is shown.

### ***obstruction stops a goal/denies the opponents an obvious goal-scoring opportunity?***

A free kick is awarded and a red card is shown.

For further information, click [here](#).

# SIMULATION

## **DEFINITION**

Simulation is when a player tries to deceive the referee by faking or exaggerating an action to get:

- a free kick or penalty kick
- a red or yellow card for an opponent

## **SIMULATION EXAMPLES**

A player can be guilty of simulation in a number of ways, including:

- pretending to have been:
  - > fouled, to get a free kick or penalty kick
  - > kicked, punched, etc. to get a red or yellow card for an opponent
- exaggerating:
  - > the seriousness of a foul
  - > the strength/effect of a kick, push, etc.
- holding the wrong part of the body after an incident (such as a foul, push, etc.), for example:
  - > holding the knee when the foul was on the ankle
  - > holding the head/face after being pushed in the chest

## **WHAT HAPPENS IF...**

### ***a player is guilty of simulation?***

- an indirect free kick is awarded (if play is stopped for the offence)
- the player is shown a yellow card

For further information, click [here](#).

# ***SWEARING*** / *OFFENSIVE, INSULTING OR ABUSIVE LANGUAGE AND/OR ACTIONS*

## **DEFINITION**

Language and/or actions that are offensive, insulting or abusive must result in the offender being shown a red card.

Language and/or behaviour that is discriminatory must be dealt with as offensive, insulting or abusive.

## **WHAT SHOULD HAPPEN?**

If a player swears, the referee must decide if the words are:

- offensive, insulting or abusive = red card
- unsporting behaviour = yellow card
- acceptable = warning and no card

A player must be shown a red card if they:

- use offensive, insulting or abusive language
- make an obscene gesture
- behave or act in a violent or offensive way

# OTHER

## **DEFINITION**

Apart from fouls and handball, there are other offences that can result in a free kick (direct or indirect) being awarded and sometimes a red or yellow card being shown.

Many of these are technical offences, which are offences that are against the Laws of the Game rather than offences committed against an opponent.

## **DIRECT FREE KICK FOR...**

- Entering or re-entering the pitch without the referee's permission and interfering with the game or an opponent

## **INDIRECT FREE KICK FOR...**

- Offside offences
- Verbal offences, especially arguing, protesting, swearing, etc.
- Verbally distracting an opponent (usually to put them off when they are trying to play the ball)
- Simulation/diving/exaggeration to get:
  - > a free kick or penalty kick
  - > a red or yellow card for an opponent
- After taking a free kick, corner kick, goal kick, penalty kick, throw-in or kick-off, the player touches the ball again before another player (of either team) has touched it
- Entering, leaving or re-entering the pitch without the referee's permission but not interfering with the game or an opponent
- When an attacking team player is less than 1 m (1 yd) from a defensive 'wall' of three or more players when a free kick is taken
- If the goalkeeper:
  - > holds the ball with their hand(s)/arm(s) for more than six seconds
  - > touches the ball for a second time after releasing the ball, before it has touched another player (except after a save)
  - > touches the ball with their hand(s)/arm(s) after it has been deliberately kicked to them by a team-mate (backpass)
  - > touches the ball with their hand(s)/arm(s) after receiving it directly from a throw-in by a team-mate
- Using a deliberate trick to flick the ball up and play it to the goalkeeper to get round the backpass Law
- Illegally marking the pitch
- Behaving unfairly (unsportingly)
- Showing a lack of respect for the game and its participants
- At a penalty kick:
  - > The kicker feints (pretends to kick the ball) at the end of their run-up, i.e. when their non-kicking/standing foot stops near the penalty spot
  - > An attacker enters the penalty area before the kick is taken and the kick is missed/saved
  - > The wrong player takes the kick
  - > The penalty is kicked backwards
- The referee plays advantage when a player should have been sent off (red card or second yellow card) and the offending player then gets involved in play
- A player commits an offence off the pitch against one of their own team-mates (including substitutes) or one of their own team officials

**For further information, click [here](#).**

# ADVANTAGE

## **DEFINITION**

Advantage is when an offence (foul, handball, offside, technical, etc.) occurs and, because the non-offending team has useful possession of the ball, the referee allows play to continue, as it is to their benefit

## **WHAT SHOULD HAPPEN?**

The referee signals advantage by extending one or both arms forward at shoulder height.

The referee should only play advantage if:

- there is a real benefit to the non-offending team
- no player is seriously injured
- there is no risk of a reaction or confrontation

Unless there is a clear goal-scoring opportunity for the non-offending team, the referee should not play advantage following red-card offences, particularly:

- serious foul play
- violent conduct
- offences requiring a second yellow card

The referee must make a quick, tactical decision and should remember that:

- allowing play to continue is not always in the best interests of the non-offending team, e.g. if they are in or near their own penalty area and/or under pressure
- a free kick in an attacking situation may be better for the non-offending team than allowing play to continue

The referee can wait a few seconds to allow a possible advantage to develop, and if the non-offending team does not benefit and gains no advantage, the original free kick can be given. However, the non-offending team should not be given two chances, e.g. a player is fouled but recovers and has a shot at goal; if the player does not score, the referee cannot go back and give a free kick for the original offence.

If the referee plays advantage following an offence that would have resulted in a red or yellow card being shown, the card must be shown next time the game stops. However:

- if the offence was denying an obvious goal-scoring opportunity, a yellow card is shown instead of a red card as playing advantage allowed the attack to continue
- if the offence was stopping a promising attack, no card is shown as playing advantage allowed the attack to continue

## **WHAT HAPPENS IF...**

***a defender starts fouling (e.g. holding) an opponent outside the penalty area and the foul continues into the penalty area?***

The referee plays advantage for the offence outside the area and awards a penalty kick.

***a defender starts fouling (e.g. holding) an opponent inside the penalty area and the foul continues outside the penalty area?***

The referee awards a penalty kick (no advantage is played).



*continued*

## **ADVANTAGE**

***an advantage is played and the player who should have been shown a red card (including a second yellow card) then gets involved in the game?***

The referee stops play, sends off the player in question and awards an indirect free kick to the opponents.

**For further information, click [here](#).**

# FREE KICKS

## **DEFINITION**

Direct and indirect free kicks are awarded to the opposing team for offences committed by players, substitutes, substituted players, sent-off players or team officials.

A direct free kick offence committed in the offending player's penalty area results in a penalty kick being awarded.

A goal can be scored from a direct free kick without another player touching the ball.

A goal can only be scored from an indirect free kick if, before entering the goal, the ball touches another player (from either team).

## **WHAT SHOULD HAPPEN?**

If an indirect free kick is awarded, the referee raises one arm above the head and keeps it in this position until the kick has been taken and:

- the ball goes out of play or touches another player
- there is no possibility of the ball going directly into the goal

Free kicks are taken from the place where the offence occurred except:

- for an offence committed in the goal area:
  - > a free kick for the defending team can be taken from anywhere in the goal area
  - > an indirect free kick for the attacking team is taken on the line of the goal area that is parallel to the goal line closest to where the offence occurred
- for the offence of leaving, entering or re-entering the pitch without permission, the free kick is taken from the position of the ball when play was stopped
- for an offence committed off the pitch, the free kick is taken on the boundary line closest to where the offence occurred (if it is a direct free kick offence and the point on the boundary line is in the offending player's penalty area, a penalty kick is awarded)

When a free kick is taken:

- the ball:
  - > must be stationary (not moving)
  - > is in play when it is kicked and clearly moves
- until the ball is in play, all opponents must remain:
  - > at least 9.15 m (10 yds) from the ball, unless they are on their own goal line between the goalposts (in cases where there is an indirect free kick closer than 9.15 m (10 yds) to the goal line)
  - > outside the penalty area for a free kick inside the opponents' penalty area
- if the defending team make a defensive wall of three players or more, all attacking team players must be at least 1 m (1 yd) from the wall until the ball is in play
- the kicker cannot touch the ball again until another player has touched it

## **WHAT HAPPENS IF...**

***a direct free kick goes into the opponents' goal without another player touching it?***

A goal is awarded.

continued

# FREE KICKS

***an indirect free kick goes into the opponents' goal without another player touching it?***

A goal kick is awarded to the other team.

***a direct or indirect free kick goes into the kicker's goal without another player touching it?***

A corner kick is awarded to the other team.

***the referee awards an indirect free kick but forgets to use the arm signal and the ball goes into the goal without another player touching it?***

The free kick is retaken by the same team.

***the ball is moving when the kick is taken?***

The free kick is retaken by the same team.

***the free kick is taken from the wrong position?***

The free kick is retaken by the same team.

***the kicker touches the ball again before another player has touched it?***

An indirect free kick is awarded to the other team. However, if the second touch is handball, a direct free kick is awarded; if the handball offence is inside the kicker's penalty area, a penalty kick is awarded, unless the kicker was the goalkeeper, in which case an indirect free kick is awarded.

A yellow card is shown if the second touch stopped a promising attack.

A red card is shown if the second touch stopped a goal or denied the opponents an obvious goal-scoring opportunity.

***the kicker feints (pretends) to take the free kick?***

This is allowed.

***an opponent is less than 9.15 m (10 yds) from a free kick when it is taken and interferes with the kick?***

Unless the referee plays advantage, the kick is retaken and the offending player is shown a yellow card.

continued

## **FREE KICKS**

***an opponent is less than 9.15 m (10 yds) from a free kick, but the kick is taken quickly and the opponent did not have time to get back at least 9.15 m (10 yds)?***

If there is no interference, play continues.

If the free kick is stopped by the opponent, then it is retaken.

If the free kick is taken and the ball is then intercepted, play continues.

***there is a free kick to the defending team inside their own penalty area and an opponent enters or is inside the penalty area before the kick is taken and interferes with the kick?***

Unless the referee plays advantage, the kick is retaken.

***there is a free kick to the defending team inside their own penalty area, but the kick is taken quickly and there is an opponent inside the penalty area?***

If there is no interference, play continues.

If the free kick is stopped by the opponent, then it is retaken.

If the free kick is taken and the ball is then intercepted, play continues.

**For further information, click [here](#).**

# PENALTY KICK

## **DEFINITION**

A penalty kick is awarded to the other team when a player commits a direct-free-kick offence (usually a foul or handball) inside their own penalty area. A goal can be scored directly from a penalty kick.

## **WHAT SHOULD HAPPEN?**

All players, except for the goalkeeper and the kicker, must be outside the penalty area and the semi-circle line (penalty arc), which is 9.15 m (10 yds) from the penalty spot. They cannot go inside the penalty arc or penalty area until the ball is in play (i.e. the ball is kicked and clearly moves). The ball must be on the penalty spot and stationary (not moving).

The goalkeeper:

- must face the ball
- must be on the goal line and between the goalposts
- can move along the goal line and/or jump up and down, as long as at least part of each foot is on or above the line, until the ball is kicked
- must not behave in a way that unfairly distracts the kicker, e.g. delay the taking of the kick or touch the goalposts, crossbar or goal net
- must have at least part of one foot touching, in line with, or behind the goal line when the ball is kicked

The kicker:

- must be clearly identified so the referee and the goalkeeper know who is taking the kick
- can stop and start during their run-up to the ball
- must not stop or feint (pretend to kick the ball) at the end of their run-up – they must kick it immediately
- must kick the ball forward (but can backheel it towards the goal)
- cannot touch the ball again until another player has touched it

The referee:

- checks the ball is on the penalty spot and makes sure all players are in the correct position
- blows the whistle for the kick to be taken
- carefully watches the kicker and the goalkeeper (the assistant referee will usually help by watching the goalkeeper and checking whether the ball crosses the goal line in the goal)
- allows the kick to be taken even if time is up at the end of the half

If the half is extended to allow a penalty kick to be taken, the half ends after the kick has been taken and when:

- the referee stops play for an offence committed by the attacking team, or the ball:
  - > goes into the goal
  - > stops moving (including being held by the goalkeeper)
  - > rebounds off the goalkeeper, a goalpost, the crossbar or the corner flagpost and has no chance of going into the goal
  - > goes out of play
  - > is touched after the kick by any player (except the defending goalkeeper)

## **WHAT HAPPENS IF...**

***the ball is moving or is not on the penalty spot when the kick is taken?***

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** The kick must be retaken.

continued

# PENALTY KICK

## *any defenders enter the penalty arc or penalty area early?*

**Kick scored:** A goal is awarded.

**Kick missed/saved:** The kick must be retaken.

## *any attackers enter the penalty arc or penalty area early?*

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** An indirect free kick is awarded.

## *attacker(s) and defender(s) enter the penalty arc or penalty area early?*

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** The kick must be retaken.

## *the goalkeeper moves off the goal line early?*

**Kick scored:** A goal is awarded.

**Kick missed/saved:** The kick must be retaken if it is saved.

The kick is not retaken if the ball misses or rebounds from the goal and the kicker was not affected by the goalkeeper's movement.

If the kick is retaken, the goalkeeper must be warned for the first offence in the game and shown a yellow card for any further offences in the game.

## *the kicker feints at the end of the run-up and kicks the ball?*

**Kick scored:** An indirect free kick is awarded and the kicker is shown a yellow card.

**Kick missed/saved:** An indirect free kick is awarded and the kicker is shown a yellow card.

## *the kicker feints at the end of the run-up and does not kick the ball?*

The kicker is shown a yellow card and the kick must then be taken.

## *the kicker stops during the run-up, starts again and kicks the ball?*

**Kick scored:** A goal is awarded.

**Kick missed/saved:** The game carries on or, if the ball goes out of play, a goal kick or corner kick is awarded.

continued

## **PENALTY KICK**

***the kicker touches the ball again before anyone else?***

**Kick scored:** An indirect free kick is awarded.

**Kick missed/saved:** An indirect free kick is awarded.

***the kicker does not kick the ball forward?***

**Kick scored:** An indirect free kick is awarded.

**Kick missed/saved:** An indirect free kick is awarded.

***the kicker and the goalkeeper both commit an offence?***

**Kick scored:** An indirect free kick is awarded and the kicker is shown a yellow card.

**Kick missed/saved:** An indirect free kick is awarded and the kicker is shown a yellow card.

***another player (not the identified kicker) takes the kick?***

**Kick scored:** An indirect free kick is awarded and the player who took the kick is shown a yellow card.

**Kick missed/saved:** An indirect free kick is awarded and the player who took the kick is shown a yellow card.

***the ball bursts/stops before reaching the goal/goalkeeper?***

**Kick scored:** The kick must be retaken.

**Kick missed/saved:** The kick must be retaken.

***there is outside interference with the ball before it reaches the goal?***

**Kick scored:** The kick must be retaken unless it is deemed that the goalkeeper could not have saved it.

**Kick missed/saved:** The kick must be retaken.

For further information, click [here](#).

# **YELLOW CARDS**

## **DEFINITION**

A yellow card is a card shown to someone when they are booked/cautioned. Yellow cards can be shown for offences by players, substitutes, substituted players, coaches and other team officials.

## **WHEN IT IS SHOWN**

A person can be shown a yellow card from the time the referee goes onto the pitch to start the game until after the end of the game, including during half-time, the break before extra time, extra time, half-time of extra time and penalties.

If a player commits a yellow card offence between the referee going onto the pitch for the pre-match inspection and the referee entering the pitch to start the game, no yellow card is shown. The incident is reported to the competition organisers after the game, but the player starts the game without a yellow card. This means that if they are shown a yellow card during the game, they are not sent off for two yellow cards in the same game.

In some competitions, a yellow card may result in the player being sent off for a short period of time and then returning to play (see: Sin bins (temporary dismissals)). There are different reasons for the referee to show a yellow card, and many of them are officially categorised as 'unsporting behaviour'. The most common yellow card offences are where a player, substitute or substituted player:

- commits a reckless challenge (foul)
- wastes time
- stops a promising attack by the other team, usually by committing a foul or handball (there is no card issued if a penalty kick is awarded for a foul that stops a promising attack and was an attempt to play the ball)
- denies the other team an obvious goal-scoring opportunity and the referee awards a penalty kick for a foul that was an attempt to play the ball or challenge the ball
- argues with the referee or another match official (verbally or by gestures/actions)
- is not the minimum required distance at a free kick, corner kick, dropped ball or throw-in
- continuously fouls (no specific number of fouls have to be committed)
- simulates/dives to get a penalty/free kick or exaggerates to get another player a red or yellow card
- excessively celebrates a goal, e.g. takes their shirt off, jumps onto a fence, goes into the crowd, mocks opponents, wears a mask/covers their face with their shirt

Other reasons for a yellow card to be shown are if a player, substitute or substituted player:

- shows a lack of respect for the game or their opponents
- tries to score a goal with their hand/arm (even if unsuccessful)
- enters, re-enters or leaves the pitch without the referee's permission
- changes places with the goalkeeper during play or without the referee's permission
- makes illegal marks on the pitch
- plays the ball after being given permission by the referee to leave the pitch
- uses a trick to flick the ball up to the goalkeeper to get around the backpass Law
- verbally distracts an opponent

A yellow card is shown to a team official who

- continuously leaves their bench/technical area
- delays the restart of play by their team
- enters the other team's technical area (without any major confrontation)
- argues with the referee or other match official (without leaving the technical area)
- continuously signals for a red or yellow card to be shown to someone



*continued*

## **YELLOW CARDS**

- excessively shows the VAR review 'TV signal'
- acts in a confrontational manner
- continually behaves unacceptably
- shows a lack of respect for the game or their opponents

If someone on the bench/in the technical area commits a yellow card offence and cannot be identified, the head coach must be shown the yellow card (as the leader of the team and the person responsible for the people on the bench/in the technical area).

Yellow cards must be shown during a stoppage in the game and not while the ball is in play.

If the referee plays advantage for a yellow-card offence, the card must be shown when the game next stops. However, if the offence was stopping a promising attack (SPA), no card is shown, as the advantage allowed the promising attack to continue.

Details about all yellow cards must be reported after the game to the competition organisers.

**For further information, click [here](#).**

# RED CARDS

## **DEFINITION**

A red card is shown to someone when they are sent off. Red cards can be shown for offences by players, substitutes, substituted players, coaches and other team officials.

## **WHEN IT IS SHOWN**

A person can be sent off from the time the referee goes onto the pitch for the pre-match inspection until the referee leaves the pitch after the end of the game, including during half-time, the break before extra time, extra time, half-time of extra time and penalties.

If a player commits a red-card offence before entering the pitch to start the game, no red card is shown but the player cannot play in the game and the incident is reported to the competition organisers after the game.

If the offence is committed:

- before the team lists are submitted – the player cannot be included on the team list and cannot take part in the game
- between the submission of the team lists and the kick-off – the player can be replaced by one of the substitutes, so the team starts with 11 players. However, the substitute cannot be replaced but the team does not lose a substitution

A red card is shown if a player, substitute or substituted player:

- denies the other team a goal or obvious goal-scoring opportunity by committing:
  - > handball (except for a goalkeeper in their own penalty area)
  - > a foul (except when a penalty kick is awarded for a foul that was an attempt to play the ball or challenge an opponent for the ball, in which case a yellow card is shown)
  - > any other offence
- commits serious foul play (serious/dangerous foul)
- is guilty of violent conduct (punching, kicking, head-butting, etc.)
- spits at or bites someone
- uses language or behaves in a way that is offensive, insulting or abusive
- receives a second yellow card in the same game

A red card is shown if a team official:

- delays the other team's restart of the game, e.g. by holding onto the ball, kicking it away or obstructing an opponent
- leaves their bench/technical area or enters the pitch to argue with the referee or other match official
- acts aggressively or interferes with the game or a player from the other team
- enters the other team's bench/technical area and behaves aggressively
- is guilty of violent conduct (punching, kicking, head-butting, etc.)
- spits at or bites someone
- throws/kicks something onto the pitch
- uses language or behaves in a way that is offensive, insulting or abusive
- receives a second yellow card in the same game
- incorrectly uses electronic/communication equipment and behaves inappropriately as a result

If someone on the bench/in the technical area commits a red card offence and cannot be identified, the head coach must be shown the red card (as the leader of the team and the person responsible for the people on the bench/in the technical area).

Red cards must be shown during a stoppage in the game and not while the ball is in play.

If the referee plays advantage following a red card offence that denies the opponent an obvious goal-scoring opportunity (DOGSO), a yellow card is shown instead of a red card, as the advantage allowed the attack to continue.

*continued*

## **RED CARDS**

If the referee plays advantage following any other red card offence (which should not usually happen because of the risk of confrontation):

- the red card must be shown when the game next stops or
- if the offender gets involved with the game again, the referee must stop play, award an indirect free kick and send the player off

When a person is sent off, they must leave the surrounds of the pitch (including the bench/technical area) and go straight to the dressing room.

Details about all red cards must be reported after the game to the competition organisers.

**For further information, click [here](#).**

# TEMPORARY DISMISSALS / SIN BINS

## **DEFINITION**

Youth/children's, veterans, disability and grassroots football are allowed to have sin bins (temporary dismissals), where a player who gets a yellow card is sent off for a short period of time (as defined in the competition rules, e.g. 5-10 minutes).

Competition rules will determine whether to have sin bins for all yellow cards or only for specific yellow card offences, e.g. dissent only.

## **WHAT SHOULD HAPPEN?**

- When a player commits a sin-bin offence, the referee shows a yellow card and points with both arms to the benches/technical areas to indicate that the player must leave the pitch.
- The player leaves the pitch and stays off it (on the bench/in the technical area or with the team officials) until the sin-bin time is up and there is a signal from the referee to return. The signal can be given when the ball is in play.
- The sin-bin time starts when the game restarts, after the player has left the pitch.
- If there is a stoppage in play during the sin-bin time, this time is added to the sin-bin time.
- A player who has been in the sin bin once and then commits another sin-bin offence later in the game is sent to the sin bin again. At the end of their second sin bin time, they cannot return to the game, but they can be substituted (if the team has not used all its substitutions).
- In competitions where not all yellow cards result in a sin bin, a player who gets a normal yellow card and a sin bin yellow card is not sent off for two yellow cards.

## **WHAT HAPPENS IF...**

### ***a player commits an offence when in the sin bin (e.g. argues about a decision)?***

The player is shown a red or yellow card (depending on the offence) and is not allowed to return to the game when the sin-bin time is up.

### ***a player is in the sin bin at the end of the first half?***

The player spends the remaining time in the sin bin at the start of the second half.

### ***a player is in the sin bin at the end of the game and there is extra time?***

The player spends the remaining time in the sin bin at the start of extra time.

### ***a player is in the sin bin at the end of the game and there are penalties?***

The player can take part in the penalties.

For further information, click [here](#).

# ***TECHNOLOGY***

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# VIDEO ASSISTANT REFEREE (VAR) SYSTEM

## **DEFINITION**

Some top-level competitions use the VAR system, which involves a qualified video assistant referee (VAR) watching replays of major incidents to check if anything serious has been missed or the referee has made a 'clear and obvious error'.

## **HOW IT WORKS**

The VAR can only check incidents relating to:

- a goal/no goal decision
- a penalty kick/no penalty kick decision
- a direct red card (second yellow cards cannot be checked)
- mistaken identity (when the wrong player is shown a red or yellow card)

In principle, the original decision stands unless it is clearly wrong. However, if the VAR believes a 'clear and obvious error' has been made or something serious has been missed, the referee is informed through the communication headset and then makes a 'TV signal' to indicate that an incident is being reviewed.

If the incident is factual (e.g. offside position or if a foul occurred inside or outside the penalty area), the referee can correct an error without looking at the replays, based on information from the VAR - this is a 'VAR only review' (VARO).

If the incident involves judgement (e.g. is a foul serious enough for a red card or is there a handball offence?), the referee will go to the referee review area (RRA) on the side of the pitch to look at the video replays on a monitor - this is an 'on-field review' (OFR). After watching the replays, often at different speeds and angles, the referee will either confirm or change the original decision.

**For further information, click [here](#).**

# ***GOAL LINE TECHNOLOGY (GLT)***

## **DEFINITION**

Goal line technology is a system of cameras and/or sensors and computers that automatically sends a signal to the referee's watch and/or headset within one second when the whole of the ball has passed over the goal line between the goalposts and under the crossbar. The referee can then award the goal.

For further information, click [here](#).

# **SEMI-AUTOMATED OFFSIDE TECHNOLOGY (SAOT)**

## **DEFINITION**

Semi-automated offside technology is a support tool for the video match officials and the on-field officials to help them make faster and more accurate offside decisions.

## **HOW IT WORKS**

The technology uses dedicated tracking cameras mounted in the stadium to track the ball and data points on each individual player, many times per second, calculating their exact position on the pitch. The collected data points include all limbs and extremities that are relevant to determine if a player is in an offside position.

For further information, click [here](#).



# ***ABOUT***

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# **LAWS OF THE GAME**

The Laws of the Game are association football's only officially valid set of Laws/Rules and are published annually by The IFAB.

With a high level of detail, the Laws serve as the official guidelines for match officials, players and everyone involved in football and make sure that all participants have a solid point of reference. However, the Laws cannot deal with every possible situation, so where something happens which is not mentioned in the Laws, The IFAB expects the referee to make a decision within the 'spirit' of the game and its Laws – this often involves asking the question, "what would football want/expect?"

The fact that the Laws of the Game are the same for all levels of football around the world, from the FIFA World Cup™ through to a game between children, is a considerable strength which must continue for the good of football everywhere.

The Laws of the Game are available in the five official IFAB languages English, French, German, Spanish and Portuguese as well as, thanks to the help of national associations, in some other languages. All available editions and languages can be downloaded [here](#).

Changes to the Laws of the Game can only be made at The IFAB's Annual General Meeting (AGM), which usually takes place in March, and require a three-quarter majority of The IFAB's members. Any changes approved at the AGM become part of the Laws of the Game as of 1 July. Find out more about the decision-making process on [theifab.com](https://theifab.com).

# COMPETITION RULES

## **DEFINITION**

In addition to the Laws of the Game, all competitive matches (leagues, cups, knockouts, etc.) have competition rules, which include important information that affects the game. Competition rules will vary according to the level of football.

## **WHAT COMPETITION RULES ARE IMPORTANT FOR A GAME?**

Some competition rules may link directly to the 'General modifications' section of the Laws, which allows competitions to modify a number of Laws (size of the pitch, goals and ball; number of substitutions; duration of the halves, etc.) for grassroots, youth/children's, disability and veterans football.

Below are some important areas, determined by competition rules, that the referee, other match officials and team officials of both teams should be aware of:

- **How long the game (and extra time) lasts**

- > Whether the standard length of the halves of the game (45 minutes) and extra time (15 minutes) may be shorter:
  - for youth/children's, disability football
  - because of a late kick-off, bad weather, etc.

- **Team lists**

- > Whether each team must give a team list to:
  - the referee
  - the opponents
- > If team lists are required:
  - is there an official team list document?
  - must it be signed, and if so, by whom?
  - is there a deadline by which the team list must be given to the referee (and opponents), e.g. at least 30 minutes before kick-off?
  - can changes be made to the team list after it has been submitted, e.g. if a player becomes ill/injured?

- **Substitutes**

- > How many substitutes can each team:
  - name on the team list?
  - use during the game?
- > How many substitution opportunities does each team have? *This usually only applies in top level football, where the maximum is three (substitutions made during half-time do not count as an opportunity)*
- > Is a team allowed an extra substitute and, where appropriate, an extra substitution opportunity during extra time?

- **Scores are level at full-time in a cup/knockout game**

- > Is there:
  - extra time and then, if necessary, penalties?
  - no extra time, only penalties?
  - an away goals rule that applies before extra time/penalties?

- **Other areas that might be included in the competition rules**

- > What to do if:
  - both teams have the same colour shirts, i.e. which team must change
  - the referee (or another match official) does not arrive or cannot continue
  - there are doubts about whether the pitch is playable (due to ice, snow, waterlogged surface, etc.)
  - the floodlights go out

*continued*

# **COMPETITION RULES**

- there are problems with spectators
- the game is interrupted by bad weather
- the technology (VAR system or goal line technology) stops working

## **WHAT HAPPENS IF...**

***something happens which is against, or not mentioned, in the competition rules?***

The problem should be dealt with immediately, where possible.

If the problem cannot be solved, a decision will need to be taken about whether the game can start/continue.

The matter should always be reported to the competition organisers after the game.

A dark blue background featuring a stylized, semi-transparent outline of a football (soccer ball) with curved lines representing the panels. The logo is centered in the middle of the page.

# IFAB<sup>®</sup>

THE INTERNATIONAL FOOTBALL ASSOCIATION BOARD

WORLD FOOTBALL

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La Liga

LIVE	HT	Tomorrow 12:00	Tomorrow 2:30	Tomorrow 2:30
GIRO2	PM	RAY	ATM	GRA
CDA0	VAL	VAL	GET	SEV

Bundesliga

Tomorrow 11:30	Tomorrow 1:30	Tomorrow 1:30	Tomorrow 1:30
WER	BVB	HOF	HOF
RBL	MAI	DAR	DAR

Serie A

LIVE	HT	LIVE 45' + 2'
ATA0	SALE1	BRC1
LEI2	LEI2	LEI2

ChampionshipCoppa

Italia	Tomorrow 2:00
NAP	FROS

FA Cup

Tomorrow 1:45	PM
FORG	FORG

League Cup

Tomorrow 1:45	PM
EVE	FUL

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Liverpool's Champions League Tie Dragged into Match-Fixing Scandal

ADRIAN AGIUS X FEBRUARY 4, 2013



Richard Heathcote/Getty Images

The first major club to be embroiled in the monster match-fixing scandal to rock world football has come to surface. It has been revealed, by a number of sources including the [Daily Mail](#), [The Telegraph](#) and [The Mirror](#) that English Premier League side [Liverpool's](#) 2009 Champions League match against Debrecen is indeed under the microscope.

I must stress that at this point all actions are alleged to have had occurred, although the actions brought into question have been following a thorough investigation. The match

in question during the group stages of the 2009 installment of Europe's premier competition. Liverpool came away victorious from the match 1-0 in the end.

WORL

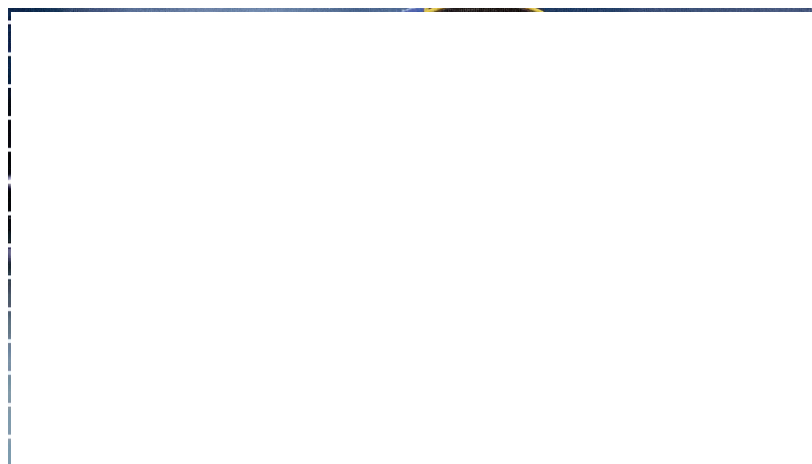
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ON A

The Daily Mail [reports](#):

**“Debreceen goalkeeper Vukasin Poleksic was allegedly paid to ensure there were more than two goals in the match — something he failed to engineer. Liverpool won the game 1-0 and had seven shots on target — including one from [Fernando Torres](#) that Poleksic palmed into the path of Dirk Kuyt for the winner.**

What is also interesting to note was that German police have already established Debreceen's 4-3 loss to Fiorentina in that same year (in the Champions League) had been subject to attempted match-fixing by Croatian gangs.



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From what is known at the moment, Liverpool was actually "dragged" into the match-fixing as it is believed that Debreceen was the only side at the time targeted by the far eastern betting ring. In short, Liverpool's only involvement was the fact that they turned up to the match.

Liverpool released a statement in response to the allegations via a spokesman (published on the [Telegraph](#)).“Liverpool Football Club has not been contacted by anyone from Europol or Uefa in relation to this matter.”

With 380 suspected incidents of match-fixing being investigated, Liverpool may not be the only club to be dragged into what is set to be the biggest controversy in the history of the world game.











SPORTS

# Why Manchester City Got Banned From the Champions League

BY NICK GREENE

FEB 14, 2020 • 5:06 PM



A workman begins to change the external panel designs on the Etihad Stadium in Manchester, England, on April 15, 2018, to mark Manchester City's Premier League title win. Paul Ellis/Getty Images

The Union of European Football Associations announced on Friday that it is throwing the book at Manchester City. European soccer's governing body concluded that the club "committed serious breaches" of financial regulations and has banned it from participating in the Champions League for two years. Manchester City must also pay a 30 million euro fine.

To find out what, specifically, Manchester City did, and whether or not the Houston Astros were involved, please refer to this handy guide.

## What did Manchester City do to earn this punishment?

AD

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Cooking its books, basically. According to a [statement released by UEFA](#), the club “committed serious breaches of the UEFA Club Licensing and Financial Fair Play Regulations by overstating its sponsorship revenue in its accounts and in the break-even information submitted to UEFA between 2012 and 2016.”

### What are the Financial Fair Play Regulations?

In 2011, UEFA instituted a set of rules to improve the financial health of European soccer teams after a review had found that a majority of clubs were operating at a loss. In essence, the regulations force teams to better offset the money they spend on wages and player transfers with income generated from things like ticket revenue, sponsorships, media deals, outgoing transfers, and pie sales (in England, at least).

### How did Manchester City break those rules?

In 2008, Abu Dhabi royal family member Mansour bin Zayed Al Nahyan bought Manchester City and immediately started splashing cash on superstar players and their exorbitant wages. He was totally cool with losing money to win, but his hobby went against UEFA's Financial Fair Play Regulations. Soon after those were passed, Etihad Airways (of Abu Dhabi) significantly upped its sponsorship deal to about 67.5 million pounds annually, which helped balance Manchester City's books.

### **What's wrong with that?**

Mansour bin Zayed Al Nahyan's private equity company owns both Etihad and Manchester City. The sponsorship deal wasn't really worth all that money, and UEFA investigated the club for self-dealing and deceptive financial reporting.

### **So it's just like the Houston Astros sign-stealing scandal.**

Yes. An Emirati royal using his international airline to deceive UEFA is the soccer equivalent of banging on trash cans in the dugout.

### **Were the Astros involved in any way?**

UEFA didn't mention them by name, but there's no way of knowing for sure.

### **How did Manchester City get caught?**

Emails, naturally. A Portuguese man named Rui Pinto released a trove of files, dubbed the "Football Leaks," over a four-year period starting in 2015. (He was arrested last year and is facing 147 charges in Portuguese court.)

In one of the emails, an executive with the Abu Dhabi United Group wrote that Etihad only made a limited "direct contribution" worth around 8 million pounds for the sponsorship deal while the private equity fund paid the rest.

### **Can I guess the subject line of the email?**

Go for it.

### **Was it "Info re: sponsorship shenanigans"?**

Close. It was "Cashflow."

## **A two-year ban from the Champions League and a 30 million euro fine is a pretty hefty punishment.**

It is. Manchester City has never won the Champions League, and the competition is the ultimate prize for the club's ownership. That they'll have to sit out for two full years must really bake their beans. The 30 million euros, meanwhile, is less than what they'd spend on a second-string left back.

### **So, that's the end of that, huh?**

Nope! The club has already announced that it plans to appeal UEFA's ruling at the Court of Arbitration for Sport "at the earliest opportunity." In the meantime, Manchester City is still competing in the Champions League this season. They play Real Madrid in the Round of 16 on Feb. 26.

### **Do you think the players will be extra motivated? Or will they be distracted by all this drama?**

Are you actually curious? Or are you just planning to bet on the match?

### **Those aren't mutually exclusive.**

Good point. Count on them being motivated *and* distracted, which should be good for a 2-2 draw. 🍷

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## **SLATEGROUP**

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# NEBRASKA RACING AND GAMING COMMISSION



## NEW LEAGUE, WAGER TYPE OR SPORTING EVENT SPORTS APPROVAL REQUEST FORM

### PURSUANT TO NEBRASKA ADMINISTRATIVE TITLE 296 RULE 13.003.04

Licensee Name: WarHorse Gaming LLC
Licensee Representative Name: Jason Johnston/Chayse Hallowell
Type of Request: New League
Example: (New League) (New Event) (New Wager Type – specify for which league(s)/event(s))
Title of new league, new event, and/or new wager type: Champions League

**Requests must be submitted in writing on this form ONLY at least ten (10) business days in advance of the requested new event or wagering type will begin, to: Tom Sage, Executive Director Nebraska Racing and Gaming Commission at [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)**

- Requestor must state whether the new event category or wager type is a variation of an authorized event category or wager type, a composite of authorized event category or wager type, or any other event category or wager type compatible with the public interest and is suitable for use.  
The Champions League is a variation of an authorized event; Premier League, MLS, and the FIFA World Cup are authorized in Nebraska. UEFA is the governing body. Is it compatible with public interest. It is suitable for use.
- Requestor must provide a complete and detailed description of the new event category or wager type for which approval is sought, including but not limited to: the current wagering rules, the manner in which wagers would be placed, payout information, source of the information used to determine the outcome of the sports wager, and any restrictive features of the wager.  
  
Champions League started in 1955, and is a collection of the top European soccer teams playing in a tournament to decide Europe's best team. Wager types and the verification of results would be the same as previous approved soccer leagues.
- Requestor must provide a full description of any technology which would be utilized to offer the new event category or wager type.  
Kambi technology will be used to offer sports betting on the Champions League matches. It will be offered on kiosks and OTC.



- Requestor must provide information or documentation which demonstrates that the granting of the request for approval would be consistent with the public policy of the state.

This offering is available at all sportsbooks and would be consistent with the public policy of the state. This offering would be consistent with the rules and regulations issued by the NRG as well as the Nebraska Gaming Act.

- Requestor must provide evidence of the independent integrity monitoring of the new sporting event or the integrity policy of the Sports Governing Body or equivalent.

Champions League has an extensive integrity policy which can be found here:  
<https://www.uefa.com/insideuefa/protecting-the-game/integrity/>

- Requestor must provide contact information for the Sports Governing Body or equivalent.  
Email: [privacy@uefa.ch](mailto:privacy@uefa.ch)  
Front desk: +41 (0) 848-00-2727

- Requestor must provide any other pertinent information or material requested by the Commission in order to make a determination, which must be provided at the expense of the requesting operator.

WarHorse Gaming, LLC will provide any documentation or information requested by the NRG at our own expense.

- Requestor must provide an explanation that addresses the method by which wagers will be posted, limited, and the date and time that acceptance of wagers will cease.

All events are created centrally on the Kambi platform by the Logistics team, and the responsibility for publishing these events in line with the local regulation is the responsibility of the Operational Regulatory Compliance (ORC) team.

- Requestor must provide a description of the policies and procedures regarding the league, the event, or the wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

<https://www.uefa.com/insideuefa/protecting-the-game/integrity/>

- Requestor must provide a listing of any known scandals, match fixing or point shaving investigations, criminal investigations, or other incidents that could possibly compromise the integrity of any players, teams, leagues, tournaments, or exhibitions.

See attached documents regarding scandals.

- Requestor must provide a description of the policies and procedures regarding the league, event, or wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

Duplicate question

<https://www.uefa.com/insideuefa/protecting-the-game/integrity/>

- Requestor must provide other such information or documentation which demonstrates that:
  - The event can be effectively supervised by a sport governing body or other oversight body.
  - There are integrity safeguards in place.
  - The outcome can be documented and can be verified.
  - The outcome is not affected by any wager placed.
  - The event is conducted in conformity with all applicable laws and rules, and;
  - Wagering on the event and acceptance of the wager type are consistent with the public policy of this state.

Champions League is the highest level of soccer. They are committed to ensure all Laws and Rules are upheld to keep the integrity of the tournament safe. Mission statement from website is included in the link.

<https://www.uefa.com/insideuefa/football-development/innovation-hub/mission>

- Requestor must list in what other jurisdiction(s) are the league(s), event(s), wager(s) approved.

League is offered in surrounding states such as Iowa, Colorado, Arizona, Nevada, etc.

- Requestor must list any jurisdictions where approval has been requested but not granted.

N/A

**If existing Nebraska Racing and Gaming Commission (NRGC) Rules and Regulations do not adequately address contingencies of the league, event, or wager type, the licensee may be required to submit proposed amended Rules and Regulations for review and approval.**

**At its sole discretion, NRGC may require an appropriate test or experimental period and subject any technology that would be used to offer an event category or wager type to such testing, investigation, and approval.**

News

# Porto barred from Champions League

*Uefa has banned the Portuguese champion from next season's competition.*



4 Jun 2008



FC Porto has lost its place in next season's Uefa Champions League after a bribery scandal.



In Portugal's biggest football scandal, Porto was last month deducted six points for trying to bribe referees in two games during the 2003-04 season.

Porto's statement, posted on the website of the Lisbon Stock Exchange where the club's shares are listed, provided no further details.



**Porto will head to the courts to reclaim their Champions League spot [GALLO/GETTY]**

Club officials could not immediately be reached for comment. Uefa said it would soon issue a statement.

Porto was runaway leader in the Portuguese league and secured its third straight league title despite the points deduction, claiming an automatic spot in the Champions League group stage.

But after its conviction by the Portuguese football authorities Porto was subject to Article 1 of the Champions League regulations.

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It states that a club “must not be or have been involved in any activity aimed at arranging or influencing the outcome of a match at national or international level.”

### **The AC Milan precedent**

There is a precedent for exceptions.

AC Milan was barred in 2006 because of an Italian corruption investigation, but won the right to play after an appeal.

It went on to win the Champions League that season.

Advertisement

Porto made at least \$18 million in prize money and television deals from last season's competition by winning its group before being knocked out in the round of 16.

Porto won one of the two 2004-04 Portuguese league games that were investigated and drew the other on its way to clinching the championship title under then coach Jose Mourinho.

The Portuguese league's disciplinary committee fined the club \$232,000 and barred chairman Jorge Pinto da Costa from the bench during matches for two years.

The charges were taken from a lawsuit brought by Portugal's public prosecutor against Porto's chairman for alleged attempted bribery.

No date has been set for the trial.

## Advertisement

Pinto da Costa has denied the allegations. Mourinho is not mentioned in the league charges or in the lawsuit.

SOURCE: NEWS AGENCIES

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*For ticketing enquiries, please click [here](#)*

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# Media contacts



Contact details for the UEFA media department can be found below:

Tel: +41 (0) 848 04 2727

Email: [media@uefa.ch](mailto:media@uefa.ch)

## UEFA Media & Public Relations

Route de Genève 46

Case postale

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Switzerland

## Media desk

Tel: +41 (0) 848 04 2727

Email: [media@uefa.ch](mailto:media@uefa.ch)

## Media Accreditations

Email: [media.accreditations@uefa.ch](mailto:media.accreditations@uefa.ch)

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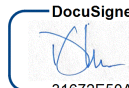
Nebraska Racing & Gaming Commission  
3401 Village Drive, Suite #100  
Lincoln, NE 68516

Date: January 10, 2023

RE: Sportsbook Catalog Request- ATP Challenger Tour

I, Robin Miller, General Manager of WarHorse Casino Lincoln, hereby request approval to allow wagering for the ATP Challenger Tour League as described in the attached documents.

Sincerely,

DocuSigned by:  
  
31672E50A045419...

Robin Miller  
General Manager  
WarHorse Gaming  
[Rmiller@Warhorsegaming.com](mailto:Rmiller@Warhorsegaming.com)


---

For Nebraska Racing and Gaming Commission Use Only

APPROVAL  
ATP CHALLENGER TOUR  
JANUARY 2024

I, Casey Ricketts, Director, Nebraska Racing and Gaming Commission, do hereby approve wagering on the ATP Challenger Tour as described in the attached documents.

Dated: 01/18/2024 | 3:23 PM EST

DocuSigned by:  
  
F8BBE22D6B6C412...  
Casey Ricketts  
Director, Nebraska Racing and Gaming  
Commission

# NEBRASKA RACING AND GAMING COMMISSION



## NEW LEAGUE, WAGER TYPE OR SPORTING EVENT SPORTS APPROVAL REQUEST FORM

### PURSUANT TO NEBRASKA ADMINISTRATIVE TITLE 296 RULE 13.003.04

Licensee Name: WarHorse Gaming LLC
Licensee Representative Name: Chayse Hallowell/Jason Johnston
Type of Request: New League
Example: (New League) (New Event) (New Wager Type – specify for which league(s)/event(s))
Title of new league, new event, and/or new wager type: ATP Challenger Tour

**Requests must be submitted in writing on this form ONLY at least ten (10) business days in advance of the requested new event or wagering type will begin, to: Tom Sage, Executive Director Nebraska Racing and Gaming Commission at [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)**

- Requestor must state whether the new event category or wager type is a variation of an authorized event category or wager type, a composite of authorized event category or wager type, or any other event category or wager type compatible with the public interest and is suitable for use.  
The ATP Challenger Tour is a variation of an authorized event; ATP, WTA and ITF are authorized in Nebraska. The Association of Tennis Professionals is the governing body of the ATP Challenger Tour.
- Requestor must provide a complete and detailed description of the new event category or wager type for which approval is sought, including but not limited to: the current wagering rules, the manner in which wagers would be placed, payout information, source of the information used to determine the outcome of the sports wager, and any restrictive features of the wager.  
The challenger tour events are the second highest tier of tennis competition behind the ATP tour (which is already approved). Players who succeed on the ATP Challenger Tour earn sufficient ranking points to become eligible for main draw or qualifying draw entry at ATP Tour tournaments. Players on the Challenger Tour are players looking to advance their careers, those who fail to qualify for ATP events, or former ATP players looking to get back into the big tour.
- Requestor must provide a full description of any technology which would be utilized to offer the new event category or wager type.  
Kambi technology will be used to offer sports betting on the ATP Challenger Tour. It will be offered on kiosks and OTC.

- Requestor must provide information or documentation which demonstrates that the granting of the request for approval would be consistent with the public policy of the state.

This offering would be consistent with the rules and regulations issued by the NRGC as well as the Nebraska Gaming Act.

- Requestor must provide evidence of the independent integrity monitoring of the new sporting event or the integrity policy of the Sports Governing Body or equivalent.

The integrity of ATP Challenger Tour is monitored by The International Tennis Integrity Agency.

<https://www.itia.tennis/>

- Requestor must provide contact information for the Sports Governing Body or equivalent.

201 ATP Tour Boulevard  
Ponte Vedra Beach, Florida 32082  
USA  
Tel: 1-904-285-8000

- Requestor must provide any other pertinent information or material requested by the Commission in order to make a determination, which must be provided at the expense of the requesting operator.

WarHorse Gaming, LLC will provide any documentation or information requested by the NRGC at our own expense.

- Requestor must provide an explanation that addresses the method by which wagers will be posted, limited, and the date and time that acceptance of wagers will cease.

All events are created centrally on the Kambi platform by the Logistics team, and the responsibility for publishing these events in line with the local regulation is the responsibility of the Operational Regulatory Compliance (ORC) team.

- Requestor must provide a description of the policies and procedures regarding the league, the event, or the wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

<https://www.atptour.com/en/corporate/rulebook>

- Requestor must provide a listing of any known scandals, match fixing or point shaving investigations, criminal investigations, or other incidents that could possibly compromise the integrity of any players, teams, leagues, tournaments, or exhibitions.  
See attachments for scandals.
  
- Requestor must provide a description of the policies and procedures regarding the league, event, or wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.  
Duplicate question.  
<https://www.atptour.com/en/corporate/rulebook>
  
- Requestor must provide other such information or documentation which demonstrates that:
  - The event can be effectively supervised by a sport governing body or other oversight body.
  - There are integrity safeguards in place.
  - The outcome can be documented and can be verified.
  - The outcome is not affected by any wager placed.
  - The event is conducted in conformity with all applicable laws and rules, and;
  - Wagering on the event and acceptance of the wager type are consistent with the public policy of this state.

The challenger tour events are the second highest tier of tennis competition behind the ATP tour, which is already approved. See code of obligations attachment for more.
  
- Requestor must list in what other jurisdiction(s) are the league(s), event(s), wager(s) approved. League is offered in surrounding state such as Iowa, Colorado, Arizona, Nevada, etc.
  
- Requestor must list any jurisdictions where approval has been requested but not granted.  
WarHorse is not aware of any jurisdiction where an application has been denied.

**If existing Nebraska Racing and Gaming Commission (NRGC) Rules and Regulations do not adequately address contingencies of the league, event, or wager type, the licensee may be required to submit proposed amended Rules and Regulations for review and approval.**

**At its sole discretion, NRGC may require an appropriate test or experimental period and subject any technology that would be used to offer an event category or wager type to such testing, investigation, and approval.**

# I. ATP CIRCUIT REGULATIONS

## 1.01 Categories of Tournaments

In official men's professional tennis, there are five (5) categories of events. ATP Tour tournaments and ATP Challenger Tour tournaments are governed by ATP. Unless otherwise specified, all regulations are applicable to both ATP Tour and ATP Challenger Tour tournaments.

ATP Tour tournaments

ATP Tour Finals (singles & doubles)

United Cup

ATP Tour Masters 1000

ATP Tour 500

ATP Tour 250

ATP Challenger Tour tournaments

Grand Slams

Davis Cup

ITF Men's WTT

## 1.02 Tournament Week

**A. Main Draw.** Each ATP Tour and ATP Challenger Tour tournament is assigned a specific tournament week on the calendar for scheduling of the main draws in singles and doubles commencing on a Monday and concluding on a Sunday, except as approved by ATP. ATP Challenger Tour 75 to 125 tournaments scheduled in the weeks prior to the qualifying or first week of a Grand Slam tournament shall schedule their singles and doubles final on a date no later than the Saturday in the assigned week, unless otherwise approved by ATP. Requests from other Challengers for Saturday final shall be considered on a case by case basis. The deadline for applying for a Saturday final is four (4) months prior to the first Monday of the event or prior to the tournament being added to the calendar, whichever is first.

ATP reserves the right to require different schedule for Challengers scheduled prior to Grand Slam tournaments and ATP Masters 1000.

**Case:** *A tournament, scheduled and announced for a Saturday final, during the week requests to move the final to Sunday (no weather issues), is this allowed?*

**Decision:** *Unless weather or other unavoidable circumstances cause the tournament to be extended to Sunday then no change to the original approved schedule may be made.*

### B. Matches – Number of Sets.

- 1) **Singles.** All matches, including finals, shall be the best of three (3) tie-break sets.
- 2) **Doubles.** All matches, including finals, shall be two (2) tie-break sets with a deciding Match Tie-break (10 point) at one (1) set all. Games shall be decided using the No-Ad scoring method.

**C. Monday Finals.** No ATP Tour or ATP Challenger Tour tournament shall extend its tournament week for a Monday final without prior approval from ATP.

## I. ATP CIRCUIT REGULATIONS

### D. Qualifying.

A tournament may petition, forty-two (42) days prior to the event, for expansion of draw size as long as there is no change in the number of direct acceptances.

- 1) **ATP Tour.** One (1) round per day except when weather or other unavoidable circumstances require two (2) rounds to be played on the same day.
- 2) **ATP Challenger Tour.**
  - a) **ATP Challenger 50-125.** One (1) round per day except when weather or other unavoidable circumstances require two (2) rounds to be played on the same day.
- 3) **General.** All tournaments must have a singles qualifying competition (unless there are sufficient places available in the main draw). The singles qualifying competition shall be a single elimination tournament.
  - a) All ATP Tour 250 events shall have a 16 draw qualifying.
  - b) ATP Tour Masters 1000 and ATP Tour 500 qualifying will be one half (1/2) the size of the main draw; i.e. a 56 main draw would have a 28 qualifying draw for the 7 qualifying positions.
- 4) **Location.** If the qualifying competition is not held at the same site as the main draw, the alternate site must have similar facilities, courts, staff, service and equipment. The qualifying competition may not be held at a site outside the metropolitan area of the main draw without prior written approval of ATP.
- 5) **Surface.** The qualifying competition shall be played on the same surface as the main draw. In situations beyond the control of the tournament, the Supervisor may approve the use of courts with a different surface.

### 1.03 Match Schedule Plan

Each tournament shall provide ATP, at least one hundred and eighty (180) days prior to the start of the tournament, a typed schedule that includes proposed daily starting times and number of courts to be used.

ATP Challenger Tour tournaments should submit their match schedule plan at least ninety (90) days prior to the start of the tournament.

### 1.04 Finals Options

#### A. General

- 1) When the singles and doubles finals are to be played on the same day, the doubles final shall be scheduled prior to the singles final, unless otherwise approved by ATP or due to player conflict.
- 2) When possible, there should be one Awards Ceremony that follows the completion of the singles final. It is mandatory that both singles and doubles finalist players participate in the awards ceremony, whether ceremonies are separate or combined.

#### B. Singles

- 1) If any ATP Tour tournament singles final is not played, the tournament may elect to replace it as follows:

## I. ATP CIRCUIT REGULATIONS

- a) Schedule a singles exhibition; or
  - b) Re-schedule the doubles final in its place; or
  - c) In the case where the doubles final has been completed or is in progress when it is discovered that there will not be a singles final, the tournament may elect to have the doubles finalists play a one (1) hour exhibition.
- 2) The awards ceremony shall take place immediately following the singles or doubles exhibition or following the doubles final if it has been re-scheduled.

### C. Doubles.

The doubles final should be scheduled approximately two (2) hours prior to the published start time of the singles final, unless otherwise approved by ATP.

- 1) Exceptions shall be when one (1) or both of the singles finalists are also involved in the doubles final.
- 2) Tournaments may petition ATP Senior Vice President - Rules & Competition for an exemption to this provision; however, it is the responsibility of the tournament to show that there are valid reasons for justifying the exemption.

### 1.05 Change of Tournament Site

There shall be no change of a tournament site unless approved by ATP. A request to change a tournament site must be submitted in writing by the tournament and received by the appropriate ATP regional office no later than six (6) months prior to the first Monday of the event. Requests submitted after the deadline will only be considered if ATP determines there are extenuating circumstances out of the control of the tournament member. Any and all actual costs incurred by ATP during the site approval process shall be the responsibility of the tournament.

### 1.06 Commitment to Rules/ATP Official Rulebook

All ATP Tour and ATP Challenger Tour tournaments are subject to the jurisdiction of ATP and shall comply with, be bound by and conduct the tournament in accordance with ATP rules and regulations.

The online ATP Official Rulebook is the official version of the rules.

### 1.07 Commitment, Membership Obligations and Bonus Pool

#### A. Player Entry and Commitment to Rules

Any player who is included in the Pepperstone ATP Rankings for singles (hereafter referred to as "Pepperstone ATP Rankings") or the Pepperstone ATP Doubles Rankings and/or commits to enter or participates in any ATP Tour or ATP Challenger Tour tournament consents and agrees with the following:

- 1) To comply with and be bound by all of the provisions of the 2024 ATP Official Rulebook and ATP By-Laws (the "ATP Rules"), including, but not limited to, all amendments to ATP Rules.
- 2) The International Tennis Integrity Agency ("ITIA") may conduct anti-doping testing at ATP sanctioned events under the Tennis Anti-Doping Programme (the "TADP"), the full text of which can be found at <https://www.itia.tennis/>. ATP Tour, Inc. ("ATP")



## I. ATP CIRCUIT REGULATIONS

will honor and enforce any penalties or sanctions against players resulting from the TADP. The TADP shall apply to and be binding upon all players and shall govern all ATP-sanctioned events including ATP Challenger Tour events. Players shall submit to the jurisdiction and authority of the ITIA to manage, administer and enforce the TADP and to the jurisdiction and authority of the Anti-Doping Tribunal and the Court of Arbitration for Sport to determine any charges brought under the TADP. Players also consent to the release to ATP of their Anti-Doping results obtained by the ITIA at ATP events, including missed tests and/or filing failures.

- 3) To comply with and be bound by all of the provisions of the 2024 Tennis Anti-Corruption Program Rules, the full text of which can be found at: <https://www.itia.tennis/tacp/rules/> and Tennis Anti-Doping Programme (the "TADP"), a copy of which is available online at <https://www.itia.tennis/tadp/rules/>.
- 4) To review and agree to the terms and conditions contained in the Notice of Privacy Practices set forth in "Exhibit P - Privacy Notice ("HIPAA").
- 5) Each calendar year all players shall, as a condition of entering or participating in any event organized or sanctioned by ATP, deliver to ATP a signed Consent and Agreement in the form set out in "Exhibit O - Consent and Agreement Form".
- 6) For entry into an ATP Tour or ATP Challenger Tour tournament, all players must be an ATP Player Member ("Member") or an ATP Registered Player. Wild cards are exempt from this provision.
- 7) All Members must, every two (2) years, submit an authorized physical examination form as shown in "Exhibit Y - Mandatory Physical" to be eligible to enter and compete on the ATP Tour or ATP Challenger Tour.
  - a) A pre-competition medical examination is mandatory and must be submitted prior to a player participating in his first event of 2024.
  - b) Members competing in their first ATP Tour or ATP Challenger Tour event after 1 January 2024 shall have thirty (30) days after the Member's first match to complete and submit the medical examination forms. After the thirty (30) day period has ended the member will not be allowed to enter or compete in any ATP Tour or ATP Challenger Tour event until such time that the medical examination form has been submitted and accepted.
  - c) Members submitting a medical examination form which indicates they are "unfit to play" will be required to sign a release/waiver form before they will be allowed to compete in any ATP Tour or ATP Challenger Tour event. This form will be provided by ATP upon request.

### B. Official Means of Communication

The [PlayerZone](#) and Tour Weekly are ATP's official means of communicating with its player members. All players must stay informed of all information published by ATP through these official means of communication. Notification of any modifications, deletions or additions to the rules set forth in this Rulebook shall be through such means of communication and shall become effective upon their publication.

### C. Commitment Player

A 2024 ATP commitment player is any player positioned in the Top 30 in the ATP 2023 Rankings (singles) as of November 13, 2023.

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### D. Commitment

The commitment for the commitment player is, the singles event of all ATP Tour Masters 1000 tournaments for which he is accepted, the Nitto ATP Finals (if qualified as a direct acceptance or designated as the alternate) and four (4) ATP Tour 500 tournaments, one (1) of which must be held following the US Open. For commitment and ranking purposes, the Monte Carlo Masters 1000 will be included in the minimum requirements for the 500 category.

### E. Commitment Player Entry Exception – Top 30

Except as otherwise set forth herein, commitment players are automatically accepted into the main draw of all ATP Tour 500 events in which they have entered in a proper manner.

### F. Good Standing

A player is in good standing with ATP if he is in full compliance with all ATP Rules (including the Tennis Anti-Corruption Program Rules and Tennis Anti-Doping Programme), is not suspended and has paid/complied with any debts and/or obligations to ATP (e.g., complete all Stars Program responsibilities, if applicable) or is otherwise confirmed to be in good standing by the ATP Chief Executive Officer (CEO).

Penalties for not being in good standing with ATP result in a player:

- 1) Not being eligible to participate in the bonus program;
- 2) Not being eligible to participate as a main draw entry in the following ATP Year;
- 3) Not being eligible to earn a year of credit toward ATP retirement program.
- 4) Not being eligible for the Platinum Benefits (as defined below).

For the avoidance of doubt, accrued benefits that have not been paid prior to the determination of a breach of the ATP Rules (including the Tennis Anti-Corruption Program Rules and Tennis Anti-Doping Programme) shall remain payable unless otherwise determined by ATP.

### G. ATP Tour 500 Bonus Pool

Only members who are in good standing meet the Platinum Benefit eligibility criteria (as defined in Section 1.21) and fulfill the ATP Tour 500 commitment requirements, shall be eligible for the ATP Tour 500 bonus pool. The order of standings will be based on total Pepperstone ATP Rankings points earned at the ATP Tour 500 events in 2024. The 2024 ATP Tour 500 bonus pool will be a total of USD \$1,340,000, with distribution to the top 5 players as follow:

Highest ATP Tour 500* Points Total	Amount (USD)
1	\$615,000
2	\$310,000

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Highest ATP Tour 500* Points Total	Amount (USD)
3	\$205,000
4	\$130,000
5	\$80,000

\*For the avoidance of doubt, points from the Monte Carlo Masters 1000 tournament will not be included in the ATP Tour 500 bonus pool point calculation.

The order of standings for the ATP 500 Bonus Pool will be based on total Pepperstone ATP Rankings points earned at the 500 events.

Ties shall be broken as follows:

1. Most ATP Tour 500 events played; followed by
2. Highest number of points earned from a single event, followed by 2nd highest and so on.

If players have the same points breakdowns:

3. The higher ranked player as per the Year-End Pepperstone ATP Singles Rankings wins the tie.

### H. ATP Tour Masters 1000 & Nitto ATP Finals (“Finals”) Bonus Pool

**General.** The ATP Tour Masters 1000 and Nitto ATP Finals 2024 Bonus Pool will be USD \$20,000,000. The order of standings will be based on total Pepperstone ATP Ranking points earned across the ATP Tour Masters 1000 and Nitto ATP Finals in 2024. The bonus pool financial distribution is to be confirmed.

The bonus pool distribution payment to players will be made by the end of January 2025.

#### 1) Conditions of Eligibility for ATP Tour Masters 1000 and Nitto ATP Finals 2024 Bonus Pool.

- a) **Platinum Benefit Eligibility Criteria.** Only members who are in good standing and meet the Platinum Benefit eligibility criteria (as defined in Section 1.21 below) shall be eligible for the ATP Tour Masters 1000 and Nitto ATP Finals Bonus Pool.
- b) **Nitto ATP Finals.** All players must play, if they qualify, in the Nitto ATP Finals. Alternates must appear and fulfill the requirements of the alternate, as determined by ATP. A player who is otherwise qualified but does not play in the Nitto ATP Finals for a bona fide injury or other reason which constitutes good cause in ATP's determination may receive 80% of the bonus he earned (subject to Section 1.07.H.2) by appearing at the finals event to do promotional activities, as determined by ATP. For the avoidance of doubt, if a player misses the Nitto ATP Finals and does not engage in promotional activities as described above, such player will not be eligible to receive any bonus, unless approved by ATP.
- c) **Suspended player.** A player who is suspended from an event shall have the suspension count as a missed event for the bonus year in which the event is held.

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- d) **Not direct acceptance.** Any player who is not a direct acceptance to a mandatory ATP Tour Masters 1000 event shall not have that event count as a missed event.
- e) **Promotional work.**
- i) On-site promotional activities for withdrawn players are applicable for relief of fines, bonus pool reduction recoupment pursuant to Section 1.07.H.2, and/or suspensions but shall not provide relief for the ranking penalty and shall count as a missed event.
  - ii) On-site promotional activities are not applicable to players missing the event due to being suspended.
- 2) Subject to the limitations and eligibility criteria herein, players shall be eligible for the bonus pool in this section based upon the total Pepperstone ATP Rankings points earned at the ATP Tour Masters 1000 and Nitto ATP Finals events in 2024. To be paid the full bonus pool amount set forth in this section a player must play all mandatory ATP Tour Masters 1000 events and the Nitto ATP Finals in which such player is a main draw direct acceptance.

ATP Tour Masters 1000 main draw direct acceptance players who fail to compete (for any reason) in an ATP Tour Masters 1000 event shall have their bonus pool amount reduced as follows:

Number of ATP Tour Masters 1000s Tournaments Missed	Bonus Pool Reduction (no on-site promotional activities)	Bonus Pool Reduction (1 on-site promotional activities requirement fulfilled)	Bonus Pool Reduction (2 on-site promotional activities requirements fulfilled)
1	25%	12.5%	N/A
2	50%	37.5%	25%
3	75%	62.5%	50%
4 or more	100%	100%	100%

In no event shall a player be able to recoup an amount greater than USD \$200,000 by fulfilling on-site promotional activities requirements.

- 3) A player who, as of December 31, 2022, earned commitment and elected to maintain his earned commitment reductions pursuant to the 2022 ATP Tour Official Rule Book shall continue to hold such commitment reductions and be bound by the applicable provisions of the 2022 ATP Tour Official Rule Book relating to bonus pool and commitment penalties (for the avoidance of doubt, such player will not be able to replace zero (0) point ranking penalties for missing ATP Tour Masters 1000 tournaments for any reason except as permitted in Section 9.03).
- 4) The order of standings for the ATP Masters 1000 Bonus Pool will be based on the total Pepperstone ATP Rankings points earned across the ATP Tour Masters 1000 category and Nitto ATP Finals.

Ties shall be broken as follows:

1. Most ATP Tour 1000 events played; followed by
2. The highest number of points earned from a single event, followed by the 2nd highest and so on.

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If players have the same points breakdowns:

3. The higher-ranked player, as per the Year-End Pepperstone ATP Singles Rankings, wins the tie.

### 1.08 Unsatisfied Player Commitment Penalties

#### A. Failure To Participate in the Nitto ATP Finals

- 1) If a player qualified for the Nitto ATP Finals as a direct acceptance or was designated as the alternate, fails or refuses to participate in this event, except for bona fide injury or other reason which constitutes good cause, the player shall not be in good standing.
- 2) All direct acceptances and the alternate must appear at the site of the event(s) as determined by ATP and participate in the pre-tournament media conference. Failure to appear shall result in a penalty of five percent (5%) of total ATP prize money earned during the ATP Tour circuit year.

#### B. Review of Penalties for Breach of Commitment

Any player found to have committed a player commitment offense may petition the Appeals Tribunal for discretionary review. This written petition shall detail the basis for the appeal. The tribunal shall review the petition within twenty-one (21) days and, if necessary, designate a date, time and place for a hearing. At the hearing, the player shall present to the tribunal his respective positions on the facts. The tribunal may affirm, reverse or modify the penalty initially imposed by ATP.

### 1.09 Mandatory Player Meeting

Mandatory player meetings may be scheduled throughout the year as determined and announced in advance by ATP. These meetings are limited to and mandatory for all main draw singles and doubles players. Player members not entered will be sent the minutes.

The penalty for non-attendance is the following:

Year-end Pepperstone ATP Rankings	Amount (USD)
1-10	\$10,000
11-25	\$5,000
26-50	\$2,000
51-100	\$1,000
101 +	\$500

### 1.10 Player Eligibility/Player University/Physical Exam

A. Pursuant to ATP Bylaws, a player shall be entitled to become an active ATP player member as follows:

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- 1) Group 1 player membership in ATP shall be open to any individual who: (i) as of the 2023 official year-end Pepperstone ATP Rankings or at any point during 2024 (in each case, including pursuant to protected ranking) shall be positioned among the top 250 players in the Pepperstone ATP Singles Rankings or among the top 50 players in the Pepperstone ATP Doubles Rankings, (ii) pays ATP dues and (iii) satisfies criteria established from ATP from time to time.
  - 2) Group 2 player membership in ATP shall be open to any individual who does not qualify for Group 1 membership and who shall had at least one (1) ranking point as of the 2023 official year-end Pepperstone ATP Rankings or at any point during 2024, (ii) pays ATP dues and (iii) satisfies criteria established from ATP from time to time.
- B.** All Group 1 ATP player members must attend an ATP player university within one (1) year after becoming a member.
- C.** All Group 1 and 2 ATP player members must submit an authorized physical examination as specified in section 1.07.A.7).
- D.** Any ATP player who is eligible for Group 1 membership and does not fulfill the obligations in subsection B and C above shall not be entitled to the privilege of membership.
- E.** All Group 1 ATP player members must complete an ATP University refresher course two years after completing the ATP University as prescribed and designed by ATP. Any player Group 1 member who fails to complete the refresher course within the stated time period shall not receive the benefits of membership.

### **1.11 Waiver of Claims**

All players entering ATP Tour and ATP Challenger Tour tournaments agree, as a condition of their entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present or future claims and injuries, if any, sustained in traveling to or from, or participating in, any ATP Tour or ATP Challenger Tour tournament, as against ATP, the tournaments concerned and the organizers and sponsors of the tournaments and circuits thereon.

### **1.12 Waiver/Player Publicity and Promotion**

All players agree to the following:

- A.** I grant and assign to ATP and ATP Tour tournaments and ATP Challenger Tour tournaments in which I am or have been entered the right in perpetuity to record in tangible form and use my name, performance, likeness, voice, and biography, in any and all media (including the right to produce, display and otherwise use motion pictures, still pictures and live, taped or filmed television and other reproductions of me), solely for purposes of advertising and promoting ATP Tour, ATP Tour tournaments, ATP Challenger Tour tournaments and other events held as part of ATP. Any such use of my name, performance, likeness, voice or biography shall be without separate compensation to me or to my heirs, devisees, executors, administrators, legal representatives or assignees. Nothing in this section shall permit ATP, or ATP Tour tournaments and ATP Challenger Tour tournaments to use my name, performance,

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likeness, voice or biography on any product, service or clothing, or in any manner that constitutes an endorsement of any product, service or company.

- B.** I agree to cooperate with the news media and to participate upon request in reasonable promotional activities of ATP and ATP Tour tournaments and events in which I am entered, subject to my reasonable availability to participate therein. My participation in any such promotional activities or other events shall not be represented to third parties as an endorsement by me of any product or company.
- C.** Any use of my name, likeness, signature, photograph, depiction or video (my "Likeness") on official ATP or ATP Tour branded merchandise (the "ATP Merchandise") shall be subject to my prior written approval. I agree that my response to any request for my approval will not be unreasonably delayed. With my prior written approval as to the items of ATP Merchandise, the use of my Likeness and the compensation for this use, I grant and assign to ATP the right to use my Likeness on ATP or ATP Tour Merchandise, provided that use of my Likeness on any such merchandise shall not conflict with or cause me to be in breach of any current endorsement contract to which I am bound. In the event ATP desires to use my Likeness on ATP or ATP Tour Merchandise, I acknowledge that I will receive a commission amount agreed upon in writing on any proceeds or revenue generated from such use.

### 1.13 Stars Program

#### Responsibilities

- A.** All players competing in the main draw of any ATP Tour tournament will be required, if asked, to participate in ATP sponsored activities.
- B.** Each player is obligated to provide up to two (2) hours each week as arranged by ATP staff, for a maximum of up to four (4) separate activities.
- C.** Each player, if requested, is obligated to conduct visits to private sponsor lounges. Tournaments shall instruct sponsors that no video or photos shall be taken if the player has a conflicting sponsor contract (i.e., is within the same product or service category), however, personal photos that do not include any corporate or product signage/identification and will not be used for a commercial purpose are allowed. Tournaments must ensure that no images or footage of any player visit shall be used by the sponsor for a commercial purpose (i.e., giving the appearance the player endorses a product or service) without the prior written consent of the player. No players are permitted to visit the sponsor lounge (or other location) of a company that offers betting on tennis.
- D.** Each player, if requested, is obligated to conduct visits to sponsor public booths except if the player has a conflicting sponsor contract (i.e., is within the same product or service category). Tournaments must ensure that no images or footage of such visits shall be used by the sponsor for a commercial purpose (i.e., giving the appearance the player endorses a product or service) without the prior written consent of the player. No players are permitted to visit the public booth (or other location) of a company that offers betting on tennis.
- E.** Each player, if requested, is obligated to participate in official tournament activities. However, Tournaments must ensure, pursuant to rule 1.13 B, that any player's partic-

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icipation in an official tournament activity shall not be conducted or promoted in a manner that would give the appearance that such player endorses a particular product, service or company without the prior written consent of the player. In addition, Tournaments must ensure that no images or footage of an official tournament activity shall be used by a sponsor for a commercial purpose (i.e., giving the appearance that a player endorses a product or service) without the prior written consent of each player.

- F. Each player, if requested, is obligated to participate in up to two (2) sets of activities/ days for promotional purposes as arranged by ATP. Such activities/days may take place outside of an ATP Tour tournament week and/or location. Players and their agents will be consulted in advance to ensure that any such activities will not substantially intrude upon the player's schedule. Players and their agents will also be consulted with respect to the scope and substance of the activities to ensure that the player is comfortable with the proposed activities. ATP will cover all expenses incurred by a player while participating in any such activities.

### 1.14 Special Events - Exhibitions

- A. This rule shall not apply to players outside the top thirty (30) as of November 13, 2023 (Commitment Players).

#### B. Restrictions

- 1) Special events are those other than Grand Slams, ATP Tour tournaments or ATP Challenger Tour tournaments. A player may not compete in a special event if it is scheduled as follows:
  - a) Within the tournament weeks of any ATP Tour Masters 1000 tournament, ATP Tour 500 tournament and the Nitto ATP Finals (singles or doubles). A player who has qualified for and chooses not to play in the ATP Tour Doubles Championship shall not be eligible for an exemption to play in any special event during that week.
  - b) Within thirty (30) days before or after the tournament weeks of any ATP Tour Masters 1000 tournament, ATP Tour 500 tournament, the Nitto ATP Finals (singles or doubles), if the special event is located within:
    - i) One hundred (100) miles or one hundred sixty (160) kilometers of the same; or
    - ii) The same market area of the city where the tournament is located as determined by the ATP CEO.
  - c) Within the period of any ATP Tour 250 tournament (qualifying competition and main draw) if the special event is located within:
    - i) One hundred (100) miles or one hundred sixty (160) kilometers of the same; or
    - ii) The same market area of the city where the tournament is located as determined by the ATP CEO.
- 2) Within the tournament week of any ATP Tour or ATP Challenger Tour tournament in which he is entered including the Sunday night after such tournament final, except as otherwise expressly permitted in the following subsection C.

- C. A player who is entered into an ATP Tour 250 tournament may participate in a special event on the Monday of such tournament, provided:

- 1) He has the permission of the Tournament Director of the ATP Tour 250 tournament he is entered in that week; and



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- 2) If he competes in a tournament during the preceding week, he agrees to complete the same if rain or other unavoidable circumstances delay the finals until Monday; and
  - 3) Such special event is not located within:
    - a) One hundred (100) miles or one hundred sixty (160) kilometers of the same; or
    - b) The same market area of the city where the tournament is located as determined by the ATP CEO; or
    - c) Such special event does not violate any of the other restrictions of this rule.
- D. A player has the right to petition the ATP CEO or his designee for an exemption to these requirements unless otherwise specified above.

*Case: May a player, who is not a Commitment Player after losing, retiring or withdrawing from the qualifying, play in a special event held the following week-end?*

*Decision: Yes. However, the player must still ask for and receive a release from the Supervisor prior to participating in such special event. (Also see provisions listed in section 7.06 One Tournament Per Week and Exception)*

- E. Violations of this section are subject to penalties described under the player Major Offense Conduct Contrary to the Integrity of the Game.

### 1.15 Promotional Fees

- A. Except as expressly permitted in subsection B below, a player shall not accept money or anything of value that is given from any source, directly or indirectly, to influence or assure his competing in any ATP Tour tournament, or ATP Challenger Tour tournaments, other than prize money unless authorized by ATP.
- B. ATP Tour 500 and ATP Tour 250 tournaments have the option to offer fees for promotional services. No other ATP Tour or ATP Challenger Tour tournament owner, operator, sponsor or agent is permitted to offer, give or pay money or anything of value, nor shall the tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or assure a player's competing in a tournament, other than prize money, unless authorized to do so by ATP.

### 1.16 Virtual Insertion

Each ATP Tour tournament shall comply with the rules established for virtual insertion. ("Exhibit E - Virtual Insertion")

### 1.17 Non-Exclusive Media Highlight Rights.

Each ATP Tour tournament shall each year promptly (within two business days) provide to ATP without charge existing footage of the tournament as ATP may request. Each ATP tournament hereby grants to ATP the non-exclusive right to broadcast, or permit to be broadcast, by any means, whether presently existing or hereafter created, in perpetuity worldwide, a total each year of (i) fifteen (15) minutes of footage for ATP Highlight Show or any other programs, produced by or for ATP, which are primarily intended to promote the ATP tennis circuit and/or ATP; and (ii) three (3) minutes

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daily of footage for any local, regional, national or international news or sports news programming.

### 1.18 Quality/Broadcast

Each ATP Tour tournament shall comply with the Broadcast Quality Standards and regulation regarding Same Day Exclusivity, as per "Exhibit C".

### 1.19 Seating and Attendance

A. ATP Tour tournaments shall have the following minimum Center court seating capacities, except as approved by ATP.

<u>Tournament Category</u>	<u>Center Court</u>	<u>Show Court 1</u>	<u>Show Court 2</u>	<u>Show Court 3</u>
ATP Tour Masters 1000 (Combined)	12,000	5,000	2,000	1,000
ATP Tour Masters 1000 (Outdoors)	10,000	3,000	1,000	
ATP Tour Masters 1000 (Indoors)	10,000	1,000	400	
ATP Tour 500 (Outdoors)	7,000	1,000		
ATP Tour 500 (Indoors)	6,000	500		
ATP Tour 250 (Outdoors)	3,500			
ATP Tour 250 (Indoors)	2,500			

B. The recommended attendance criteria for each ATP Tour tournament is as follows:

- 1) Minimum attendance for the week.
- 2) Average minimum attendance per session during the final weekend (Friday through Sunday) of play in excess of 75% capacity for the Center court.

Specific recommendations and methods are specified in "Exhibit D".

### 1.20 Hotel Accommodations (Rooms)

All ATP Tour and ATP Challenger Tour tournaments shall provide hotel accommodations, subject to player obligations, as follows:

#### A. Tournament Obligations - ATP Tour Tournaments.

- 1) Each tournament shall provide one (1) complimentary double room (2 beds) for the use of each singles player including one (1) guest, at a hotel approved by ATP. The room must be occupied by the registered player who is responsible for charges resulting from any third or more person(s) staying in the room as well as all incidental costs charged to the room. At a minimum, ATP Masters 1000 and ATP 500 tournaments shall provide hotel accommodations in 4 Star hotels (5 Star hotels recommended) within thirty (30) minutes from the tournament site. ATP Standards Committee (as defined in Exhibit K) approval is required for ATP 250 tournament hotel accommodations with ratings below 4 Stars and/or greater than thirty (30) minutes from the tournament site. ATP tournaments are required to

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provide a dedicated tournament concierge and transportation desk at official tournament hotels. At a minimum, hotel accommodations shall include complimentary breakfast with adequate breakfast options for the occupants of the player's room (as determined by ATP). ATP Tournaments are also required to provide a complimentary gym and internet service for the players at the official hotels.

- 2) Tournaments using more than one (1) hotel as the official hotel may not make player hotel assignments based on a player's entry into the event as a singles or doubles player.
- 3) Complimentary use of rooms for the tournament week is to be available for players as follows (accommodations begin no later than Monday).
- 4) Main draw players who are no longer eligible for tournament-provided hotel rooms shall receive the published tournament room rate if they extend their stay.
- 5) Main draw and qualifying players who have withdrawn on-site for medical reasons and who are examined by the on-site tournament Doctor, shall receive tournament provided hotel rooms through the night of the examination.

***Case:** A player plays and wins his first match. He then becomes ill and withdraws from the tournament. When does his hospitality end?*

***Decision:** The player who retired from a match or withdrew after completing a match is entitled to the complete set minimum number of nights per the tournament category or through the night of the examination, whichever is later.*

- 6) Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.
  - a) **ATP Tour Masters 1000 Tournaments - 96 Main Draw.**
    - i) **Singles:** Rooms for singles players should be available beginning two days prior to the start of the qualifying competition for a minimum of ten (10) nights. Accommodations continue through the night that he plays his last match or until his ten (10) night minimum has been provided, whichever is later.
    - ii) **Lucky Loser:** The top four (4) lucky losers to sign in the Lucky Loser list each day shall receive accommodation through each night he is eligible to be inserted into the draw. If any of the top four (4) lucky losers move in, then the next player receives hospitality for that night and each night thereafter when he is among the top four (4) lucky losers.
    - iii) **Doubles:** Rooms for doubles players shall be available beginning three (3) days prior to the start of the doubles competition. For doubles players who stay in individual rooms, hospitality shall be for a minimum of five (5) nights or through the night that the player plays his last match, whichever is later.
    - iv) **Doubles Alternates:** Rooms for the top two (2) doubles alternate teams shall be available from the night prior to the start of the doubles competition through each night they are eligible to be inserted into the draw.
  - b) **ATP Tour Masters 1000 Tournaments - 56 Main Draw.**
    - i) **Singles:** Rooms for singles players should be available beginning two days prior to the start of the qualifying competition for a minimum of seven (7) nights. Accommodations continue through the night that he plays his last match or until his seven (7) night minimum has been provided,

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whichever is later.

- ii) **Lucky Loser:** The top two (2) lucky losers to sign in the Lucky Loser list each day shall receive accommodation through each night he is eligible to be inserted into the draw. If any of the top two (2) lucky losers move in, then the next player receives hospitality for that night and each night thereafter when he is among the top two (2) lucky losers.
  - iii) **Doubles:** Rooms for doubles players shall be available beginning two (2) days prior to the start of the doubles competition. For doubles players who stay in individual rooms, hospitality shall be for a minimum of four (4) nights or through the night that the player plays his last match, whichever is later. A doubles player who shares a room with another main draw doubles player shall have a minimum of six (6) nights or through the night of that player's last match, whichever is later.
  - iv) **Doubles Alternates:** Rooms for the top doubles alternate team shall be available from the night prior to the start of the doubles competition through each night they are eligible to be inserted into the draw.
  - v) **Sunday Start.** Where the main draw has been approved for a Sunday start, Hospitality shall begin one (1) day earlier than specified. This is applicable to both the singles and doubles main draw players.
- c) **ATP Tour 500 Tournaments Main Draw.**
- i) **Singles:** Rooms for singles players should be available beginning on Friday and continuing for a minimum of six (6) nights. Accommodations continue through the night that he plays his last match or until his six (6) night minimum has been provided, whichever is later.
  - ii) **Lucky Loser:** The number one (1) lucky loser to sign in the Lucky Loser list each day shall receive accommodation through each night he is eligible to be inserted into the draw. If the number one (1) lucky loser moves in, then the next player receives hospitality for that night and each night thereafter when he is the number one (1) lucky loser.
  - iii) **Doubles:** Rooms for doubles players shall be available beginning Saturday. For doubles players who stay in individual rooms, hospitality shall be for a minimum of two (2) nights or through the night that the player plays his last match, whichever is later. A doubles player who shares a room with another main draw doubles player shall have a minimum of five (5) nights or through the night of that player's last match, whichever is later.
  - iv) **Doubles 500 Lucky Loser:** The top lucky loser team to sign in the Lucky Loser list each day shall receive accommodation through each night they are eligible to be inserted into the draw. If the top lucky loser team moves in, then the next team receives hospitality for that night and each night thereafter when they are the top lucky loser.
  - v) **Sunday Start.** Where the main draw has been approved for a Sunday start, Hospitality shall begin one (1) day earlier than specified. This is applicable to both the singles and doubles main draw players.
- d) **ATP Tour 250 Tournaments Main Draw.**
- i) **Singles:** Rooms for singles players should be available beginning on Saturday and be available to each singles player for a minimum of five (5) nights, regardless of when the player is finally accepted into the main draw (singles qualifiers). Accommodations continue through the night that he plays his last match or until his five (5) night minimum has been provided, whichever is later.

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- ii) **Lucky Loser:** The number one (1) lucky loser to sign the Lucky Loser list each day shall receive accommodation through each night he is eligible to be inserted into the draw. If the number one (1) lucky loser moves in, then the next player receives hospitality for that night and each night thereafter when he is the number one (1) lucky loser.
  - iii) **Doubles:** Rooms for doubles players shall be available beginning Saturday.  
For doubles players who stay in individual rooms, hospitality shall be for a minimum of two (2) nights or through the night that the player plays his last match, whichever is later. A doubles player who shares a room with another main draw doubles player shall have a minimum of five (5) nights or through the night of that player's last match, whichever is later.
  - iv) **Doubles 250 Alternates:** Rooms for the top doubles alternate team shall be available from the night prior to the start of the doubles competition through each night they are eligible to be inserted into the draw.
  - v) **Sunday Start.** Where the main draw has been approved for a Sunday start, Hospitality shall begin one (1) day earlier than specified. This is applicable to both the singles and doubles main draw players.
- e) **ATP Tour Masters 1000, ATP Tour 500 and ATP Tour 250 Qualifying:**
- i) Hotel accommodations for players in the ATP Tour Masters 1000 qualifying shall be available two (2) days prior to the start of the qualifying competition for a minimum of five (5) nights (96 draw tournament) or for a minimum of three (3) nights (56 draw tournament). Accommodations continue through the night a player plays his last match or until his five/three night minimum have been provided, whichever is later.
  - ii) Hotel accommodations for players in the ATP Tour 500 and ATP Tour 250 singles qualifying shall be available to begin on the night before the start of qualifying competition and be available to each player through the night of the player's last qualifying match.
  - iii) **Doubles 500 Qualifying.** Rooms for doubles qualifying players shall be available from the day prior to the start of the doubles qualifying competition and continue through the night of their last match.
  - iv) Successful qualifiers shall be afforded the same hotel accommodations as those offered to main draw singles players, however, the nights used under qualifying hotel accommodations shall count toward the tournament's minimum number of nights required.

### B. Player Obligations - ATP Tour Tournaments

- 1) **Singles.** Each main draw player must make a hotel reservation no later than two (2) weeks prior to the first Monday of the tournament with either the hotel or the tournament, as specified on the tournament detail sheet. Reservation changes can be made up to two (2) days prior to the first day of the reservation except that a player still competing in either singles or doubles in the prior week's tournament must also confirm his reservations when travel plans are finalized. Failure to make or modify the reservation by the deadlines stated above shall result in the automatic loss of hospitality for that tournament week.
- 2) **Alternates.** Players that move into the main draw between the entry deadline and all day Thursday before the event, must notify the tournament two (2) days in advance if their arrival is later than Saturday, unless provisions specified above for players still competing apply. Players moving into the main draw after Thursday

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must notify the tournament of their arrival by by 2:00 PM Eastern Time, USA on the Friday prior to the event. Players moving into the main draw after this deadline must confirm arrival day/date with the tournament as soon as possible.

- 3) **Doubles-Only Players.** Tournaments shall provide hospitality from Sunday. Players that wish to start their hospitality later than Sunday must make such change by 3:00 PM local time on the Saturday before the tournament starts. Players that fail to make their change by the deadline will be charged at the published rate for each night they are a no show. A refusal to pay shall result in automatic loss of hospitality for the remainder of the tournament week.
- 4) **Penalties for breaching obligation:**
  - a) Failure to make a reservation two (2) weeks prior to a tournament shall result in a player losing his hotel accommodation privileges for that tournament.
  - b) Player forfeits hotel accommodations for nights reserved but not used.
  - c) Player forfeits hotel accommodation privileges for four (4) consecutive tournaments when he either:
    - i) Does not pay all incidental costs charged to a room; or
    - ii) Does not personally stay in the room as required; or
    - iii) Does not cancel reservation(s) previously made at tournament hotel(s); or
    - iv) Damages a room or hotel facilities;
    - v) Exhibits unprofessional or abusive behavior towards any hotel employee or guest;
    - vi) Exhibits severe unprofessional behavior in or on the hotel premises and not specifically covered above.
- 5) **Other Reservations.** Players can request additional room reservations at the player rate if they contact the tournament no later than two (2) weeks prior to the start of the tournament.
- 6) **Qualifier Reservations.** Players participating in the qualifying competition who wish to receive a player rate at a tournament hotel must make a hotel reservation no later than five (5) days prior to the start of qualifying with either the hotel or the tournament, as specified on the tournament detail sheet. Reservation changes can be made up to forty-eight (48) hours prior to the start of the reservation except that a player still competing in either singles or doubles in the prior week's tournament must confirm reservations when his travel plans are finalized.

### C. Tournament Obligations - ATP Challenger Tour Tournaments

- 1) Complimentary hotel accommodations are mandatory at all ATP Challenger Tour tournaments as described in this section. Accommodations are defined as one (1) complimentary double room (2 beds) for the use of each player. The hotel, to be approved by ATP, shall be of a suitable international standard. At a minimum, hotel accommodations shall include complimentary breakfast with adequate breakfast options for the players (as determined by ATP). The room must be occupied by the registered player who is responsible for all incidental costs charged to the room and any charges resulting from any third or more person(s) staying in the room.
- 2) **Singles Main Draw.** Complimentary hotel accommodations shall be available for Main Draw Singles players from the first Saturday and for a minimum of five (5) nights, Saturday through Wednesday, or through the night of the player's last singles or doubles match, whichever is later.

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- 3) **Qualifying and Lucky Losers.** Complimentary hotel accommodations shall be available for Qualifying and Lucky Losers singles players from Saturday through the night of the player's last match. Qualifiers and Lucky Losers accepted into the main draw shall be entitled to the same complimentary hotel accommodations as offered to main draw singles players; however, the nights used under qualifying hotel accommodations shall count toward the tournament's minimum nights entitlement.
- 4) **Doubles Main Draw.** For doubles-only players who stay in individual rooms, complimentary hotel accommodations shall be available from Sunday through the night of the player's last match. A doubles-only player who shares a room with another main draw doubles-only player shall have a minimum of six (6) nights, Sunday through Friday, or through the night of that player's last match, whichever is later.
- 5) Main draw and qualifying players who are no longer eligible for accommodations shall receive the published tournament room rate if they extend their stay within the date range of the tournament.
- 6) Main draw players (singles and doubles players, includes partner) who have withdrawn on-site for medical reasons and who are examined by the tournament Doctor shall receive complimentary hotel accommodations through the night of the examination.
- 7) Tournaments using more than one (1) hotel as the official hotel may not make player hotel assignments based on a player's entry into the event as a singles or doubles player.
- 8) Any ATP Challenger Tour tournament which has been approved for a Saturday start shall make complimentary hotel accommodations available one (1) day earlier than specified. At a minimum, any ATP Challenger Tour tournament which has been approved for a Tuesday start shall make complimentary hotel accommodations available one (1) day later than specified.
- 9) **Confirmation of Reservation.** ATP Challenger Tour Tournaments shall oversee requests for complimentary hotel accommodations and confirm reservations through a platform designated by ATP, as specified on the ATP Challenger Tour tournament's detail sheet, to players stating the hotel name, address, telephone number, the check-in date and a notice that cancellations or changes can be made up to two (2) days prior to the reservation's start date.
- 10) The official hotel(s) shall be instructed to take a reasonable credit card guarantee from players and/or support team members at the time of check-in for any incidentals or room nights not covered under the ATP Challenger Tour tournament's obligation. ATP shall not be responsible for managing and/or covering any unpaid charges.

### D. Player Obligations - ATP Challenger Tour Tournaments

- 1) **Singles Players Who Gain Acceptance In The Main Draw Through Advance Entry.** Each player must make their hotel room request no later than 11:59 p.m. (23:59) local time at the tournament ten (10) days prior to the tournament's start through the platform designated by ATP, as specified on the tournament's detail sheet.
- 2) **Doubles-Only Players Who Gain Acceptance In The Main Draw Through Advance Entry.** Each player must make their hotel room request no later than 11:59

## I. ATP CIRCUIT REGULATIONS

p.m. (23:59) local time at the tournament on five (5) days prior to the tournament's start, through the platform designated by ATP, as specified on the tournament's detail sheet.

- 3) **Alternates.** Players moving into the qualifying or main draw between the deadlines outlined in sections D.1) and D.2) hereinbefore set forth and four (4) days prior to the Tournament Monday shall make their room request no later than 11:59 p.m. (23:59) local time at the tournament four (4) days before the Tournament Monday through the platform designated by ATP, as specified on the tournament's detail sheet, unless provisions for players still competing hereinafter set forth apply. Players moving into the qualifying or main draw after this deadline shall make their room request and notify the tournament of their arrival date without delay, through the platform designated by ATP, as specified on the tournament's detail sheet, unless provisions for players still competing hereinafter set forth apply.
- 4) **Doubles-Only Players Who Gain Acceptance In The Draw Through On-Site Entry.** Players must make their hotel room request and notify the tournament by 3:00 p.m. (15:00) local time on Saturday at the tournament, through the platform designated by ATP, as specified on the tournament's detail sheet.
- 5) **Singles and Doubles.** Players accepted both in the singles and doubles event shall comply with the room request deadline of whichever (singles or doubles) they gain acceptance in first.
- 6) **Players Still Competing In The Previous Week's Tournament.** A player still competing in either singles or doubles in the prior week's tournament must keep the tournament informed if his reservation(s) may change and confirm the final arrival date with the tournament when his travel plans are finalized.
- 7) **Cancellation Or Change of Reservation.** Any player who needs to cancel or amend his reservation to a later date must do so by 6:00 p.m. (18:00) tournament local time four (4) days prior to the tournament's start through the platform designated by ATP, as specified on the tournament detail sheet. Players withdrawing after the preceding sentences deadline, must cancel their reservation as soon as possible after the withdrawal.
- 8) Notwithstanding the provisions above, any cancellation or change of reservation less than two (2) days before the start of the reservation, is subject to ATP approval.

### E. Penalties for Breaching Obligation:

- 1) For the avoidance of doubt, forfeiture of hotel accommodations privileges covers the player, his support team member and/or doubles partner. ATP, in its sole discretion, shall determine if a player forfeits any hotel accommodations privileges.
- 2) Failure to make a reservation by any of the deadlines hereinbefore set forth shall result in that player's forfeiture of hotel accommodations for the tournament's week.

**Case:** *A player accepted into the Singles Main Draw of a Challenger Tour event did not make his hotel reservation by the deadline and the tournament decided to withdraw his hotel accommodation privileges. Player signs in on-site for Doubles on Saturday. Is he entitled to hotel accommodations as a Doubles player?*

**Decision:** *No, the player forfeits hotel accommodation privileges for the tournament week (singles and doubles).*



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- a) Failure to make a reservation change by the deadline shall result in that player's forfeiture of hotel accommodations for nights reserved but not used. In addition, ATP, on behalf of the tournament, shall have the right to charge the player at the official tournament hotel's published rate for each night he did not use the room. Any refusal to pay shall result in that player's forfeiture of hotel accommodations for the tournament's week and may be subject to provisions under the Code of Conduct.
- b) Failure to cancel a reservation by the set deadline, including for players who have withdrawn on-site at a tournament in the previous week, shall result in that player being charged at the published hotel room rate for each night he did not use the room. Any refusal to pay shall be subject to provisions under the Code of Conduct in addition to settling the hotel charge.
- c) A player may be subject to the provisions under the Code of Conduct if:
  - i) Does not pay 'no show' charges, including any applicable taxes; or
  - ii) Does not pay all incidental costs charged to a room; or
  - iii) Does not personally stay in the room as required; or
  - iv) Damages a room or hotel facilities; or
  - v) Exhibits unprofessional or abusive behavior towards any hotel employee or guest; or
  - vi) Exhibits severe unprofessional behavior in or on the hotel premises and not specifically covered above.

The payment of any monetary fines under the provisions of the Code of Conduct shall apply in addition to settling any outstanding charges and/or damages.

- d) Players shall have the right to appeal any of the above fines and charges which must be submitted in writing to the ATP Fines Committee.

### 1.21 Benefits (Effective January 1, 2024)

**A. Standard Benefits.** All Members in good standing shall be entitled to receive certain standard benefits. These benefits are stated in detail on the Player Zone ("Standard Benefits").

**B. Platinum Benefits.** ATP recognizes and values the significance of offering its loyal and dedicated Members various additional benefits. These advantages are meant to recognize their contributions to serving ATP's fans and stakeholders and to the overall well-being, goodwill and success of the ATP Tour.

These benefits, defined as "Platinum Benefits," encompass a range of offerings, which include retirement programs, bonus programs, financial security plans (including, Baseline), the privilege to actively participate, including voting, in ATP governance, and such other benefits as may be determined by ATP from time to time and are discussed in detail on the Player Zone.

**C. Eligibility for Platinum Benefits.** In addition to the Standard Benefits, a Member shall be entitled to receive Platinum Benefits if such player is 1) in good standing and 2) he does not have any relationship or affiliation with any business, corporation, company, partnership, association, organization, person, or entity that is not in the best interests of ATP or the sport of tennis and 3) does not participate in 1 or more Qualified Non-Covered Events (as defined below).

## I. ATP CIRCUIT REGULATIONS

**D. Criteria for Reinstating Eligibility.** In the event a player fails to meet the criteria set forth above, while being in the ranking range eligible for Group 1 membership pursuant ATP By-Laws, for any of the Platinum Benefits provided by ATP due to Rule 1.21.C.2 or Rule 1.21.C.3, he must successfully satisfy each of the elements for the 2 calendar years following such failure in order to reestablish his eligibility.

**E. Amendments to Benefits.** ATP reserves the authority to continuously evaluate and tailor the Standard Benefits and Platinum Benefits to better serve its Members. As such, ATP retains the right to amend/introduce new benefits, modify or withdraw existing benefits, and/or change the eligibility criteria.

### F. Definitions.

For purposes of this Section 1.21, the following definitions shall apply:

- 1) "Qualified Non-Covered Event" is an event that includes a Top 100 Pepperstone ATP Singles Ranked player and meets one of the following criteria:
  - a. Its duration is 3 or more consecutive days within a 7-day period.
  - b. Events operated by a single person or group of affiliated persons that contain in the aggregate 11 or more days within a calendar year. Solely with respect to 1.21.F.1.b, the events that occur before the 11th day shall not be deemed a Qualified Non-Covered Event.
  - c. Individual events when announced are part of a schedule or series of schedules of events that the overall number of days exceeds 11 days or more within a calendar year.
  - d. It includes 2 or more events that are connected through player qualification, entry, ranking system, or any other similar means.

Notwithstanding the foregoing, a Non-Covered Event shall not be deemed a Qualified Non-Covered Event. In addition, events that took place in 2023 shall not be deemed a Qualified Non-Covered Event until December 31, 2026 provided that such events remain at or below their existing 2023 format (factors for determining format include but not limited to event duration, number of participating players, and competition structure).

- 2) "Non-Covered Events" are those events other than Grand Slams, ATP Tour tournaments, ATP Challenger Tour tournaments, Laver Cup, Davis Cup, Olympic Games, ITF World Tennis Tour and existing regional league events at or below their existing format (factors for determining format include but not limited to event duration, number of participating players, and competition structure).

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### 8.01 Tournament Obligations

#### A. Application Requirements

Each tournament agrees to comply with all provisions contained in the ATP Tour tournament and ATP Challenger Tour Applications where applicable.

#### B. Ranking Based Entry

Each tournament agrees to accept entries of tennis players on the basis of the Pepperstone ATP Rankings and the Pepperstone ATP Doubles Rankings.

Notwithstanding the foregoing, Russian and Belarusian nationals may be required (as determined solely by ATP) to provide a signed Declaration of Neutrality (in a form approved by ATP) in order for them to enter and participate in certain tournaments.

**Exception 1:** In the event that a government or country imposes restrictions preventing Russian or Belarusian nationals from entering the country after the singles or doubles main draw entry deadline, ATP reserves the right, in its sole discretion, to permit the tournament to proceed. In addition, in such instance, ATP may allow the affected Russian or Belarusian nationals to play in another ATP event.

**Exception 2:** ATP will accept tournaments in countries where Covid-19 vaccination is required for entry into the country.

#### C. Other Circuit

Each ATP Tour tournament and ATP Challenger Tour tournament agrees to refrain from being advertised or promoted as part of any other circuit or series of tournaments, unless expressly authorized by ATP.

### 8.02 Tournament Standards Violations

No ATP Tour or ATP Challenger Tour tournament shall violate any provision of ATP's rules, regulations, or conditions of approval. Unless otherwise specified, a violation of this section shall subject the tournament to a fine specified in the table below\* ("Tournament Standards Violations Fines Table").

Violation	Sanction**
Failure to meet basic Tournament Standards with no material impact on competition, players, or the overall image of the ATP Tour / ATP Challenger Tour / tournament	Warning or a fine up to \$25,000
Failure to meet Tournament Standards with minor impact on competition, players or the overall image of the ATP Tour / ATP Challenger Tour / tournament	Fine up to \$50,000

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Violation	Sanction**
Failure to meet Tournament Standards with significant impact on competition, players or the overall image of the ATP Tour / ATP Challenger Tour / tournament	Fine up to \$100,000
Major, willful, and/or repetitive non-compliance with the Tournament Standards	Fine up to a maximum of \$250,000 and/or a change in category and/or membership status***

\*Tour Tournament Standards Violation Fines Table under review.

\*\*Specific amounts are on a per violation basis and should depend and may vary on the severity of the violation and issue(s) presented. This maximum fine amount will increase by one-hundred percent (100%) for each consecutive year violation of the same standard by a tournament.

\*\*\*Change in category and/or membership status is subject to a decision by the ATP Board.

### A. On-Site

On-site violations may include, but are not limited to, tournament obligations specified in the current ATP Official Rulebook under sections titled ATP Circuit Regulations, Branding, Financial, Personnel and Facilities & On-Site Conditions.

### B. Security at Tournaments

Each tournament has the responsibility to provide security at the tournament site. Tournaments must submit their security plan sixty (60) days in advance to the ATP Security Director.

### C. Tournament Report

Each ATP Tour and ATP Challenger Tour tournament shall submit to ATP a report of the tournament and its affairs as requested by ATP.

### D. ATP Fantasy Sport and Sponsorship

ATP Tour tournaments may enter sponsorship agreements with a company that offers wagering on tennis (a "Tennis Betting Operator") subject to the terms and conditions stated in Exhibit AD. The agreements may not extend beyond December 31, 2026. ATP Challenger 125 and 175 tournaments may enter sponsorship agreements with a Tennis Betting Operator subject to those agreements being sold and controlled centrally by the ATP, the revenues are distributed to the relevant tournaments and follow the rules applicable to ATP Tour events. The agreements for ATP Challenger 125 and 175 tournaments may not extend beyond December 31, 2026. ATP will assess any negative effects of such sponsorship agreements in determining whether to extend these periods.

ATP Tour tournaments may accept sponsorship from a fantasy sport branded company promoting only the fantasy sport brand. If the company does not offer, and is not

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affiliated with a company that offers, wagering on tennis, or if a betting, casino, lottery or fantasy sport-branded company is not a Tennis Betting Operator and the proposed sponsorship will not promote a Tennis Betting Operator, these rules shall not apply to the sponsorship and there are no restrictions on the sponsorship agreement, except that ATP approval shall still be required and Tournament Support Personnel shall still comply with the TACP (as defined below). If, during the term of the sponsorship, the company becomes a Tennis Betting Operator or the sponsorship will promote a tennis betting brand, the sponsorship must comply with these rules. However, most fantasy sport brands offer, or are affiliated with companies that offer, wagering on tennis and constitute a Tennis Betting Operator as defined herein. In that case, all the terms and conditions in Exhibit AD apply to such fantasy sport Tennis Betting Operator. Such agreements may not extend beyond December 31, 2026.

### E. On-Site Tennis Betting

No ATP Tour or ATP Challenger Tour tournament shall, directly or indirectly, solicit or facilitate any person to wager on tennis matches while at the tournament site. Allowing betting companies, directly or through a third party, to accept any tennis wagers (electronically or otherwise) at the tournament site or any tournament related event is prohibited.

### F. Determination of Violation and Penalty

The SVP – Rules & Competition shall make a reasonable investigation to determine the facts regarding all tournament on-site offenses. Upon determining that a violation has occurred, the SVP – Rules & Competition shall specify the fine up to \$10,000 and/or other punishment in written notice to the tournament. The ATP Members Fines Committee will make determination for fines over \$10,000 and/or other punishment in written notice to the tournament. The tournament shall have the right to appeal such determination to the ATP Members Fine Committee for violations up to \$10,000 or to the ATP Standards Committee for violations over \$10,000, consistent with the procedures outlined in the Code.

### G. Payment of Fines

Fines levied by the SVP – Rules & Competition for tournament on-site offenses shall be paid in accordance with the following:

- 1) ATP Tour and ATP Challenger Tour Tournaments. Each tournament shall promptly pay the fine to ATP.
- 2) The tournament may authorize ATP to withhold the amount of the fine from any monies owed the tournament by ATP.
- 3) If the monies owed to the tournament are insufficient to pay the fine, the tournament shall pay the balance within twenty-one (21) days after receiving written notice of the fine.

### H. Procedures for Appeal

- 1) Any tournament in violation of a tournament on-site offense may, after paying all fines, appeal to the ATP Members Fine Committee for violations up to \$10,000 or to the ATP Standards Committee for violations over \$10,000 for review of a determination of guilt and the penalty assessed.

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- 2) Such appeal shall be in accordance with the procedure specified in Section 8.03 F. 4.

### 8.03 Tournament Major Offenses

No ATP Tour or ATP Challenger Tour tournament shall violate any provision of ATP's rules and regulations contained below under the Tournament Major Offense section of the current ATP Official Rule Book. Unless otherwise specified, violation of this section shall subject the tournament to a fine up to \$250,000, or in the case of Tournament Standards Violation under the Tournament Standards Violations Fine Table, plus any additional financial penalties specified in other rules, and/or change in membership status, and/or forfeiture of all sums, if any, previously paid to ATP.

#### A. Conduct Contrary to the Integrity of the Game

The favorable reputation of ATP, its tournaments and players is a valuable asset and creates tangible benefits for all ATP members. Accordingly, it is an obligation for ATP Tour or ATP Challenger Tour tournaments, owner(s), promoter(s), operator(s) or representative(s) thereof, to refrain from engaging in conduct contrary to the integrity of the game of tennis. Conduct contrary to the integrity of the game shall include, but not be limited to, comments to the news media publicized comments that unreasonably attack or disparage any person or group of people, a tournament, sponsor, player, official or ATP.

Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interests of a tournament, player, sponsor, official or ATP are expressly covered by this section.

#### B. Aggravated Behavior

- 1) No ATP Tour or ATP Challenger Tour tournament, or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee or agent of an ATP Tour or ATP Challenger Tour tournament shall engage in aggravated behavior which is defined as follows:
  - a) One incident of behavior that is flagrant and particularly injurious to the success of the ATP or its members or is singularly egregious.
  - b) A series of two (2) or more violations of this Code in consecutive years which singularly do not constitute aggravated behavior, but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to ATP and/or its members.

#### C. Promotional Fees

- 1) ATP Tour 500 and ATP Tour 250 tournaments have the option to offer fees for promotional services. No other ATP Tour or ATP Challenger Tour tournament owner, operator, sponsor or agent is permitted to offer, give or pay money or anything of value, nor shall the tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or assure or entice a player's competing in a tournament or event within the tournament, other than prize money, unless authorized to do so by ATP.

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- 2) In the event the ATP CEO or Senior Vice President - Rules & Competition believes that a tournament may be violating this section, then upon demand, the tournament must furnish to the Senior Vice President - Rules & Competition or his agent access to and copies of all records to which it has access relating to such alleged prohibited compensation or, in the absence of such records, an affidavit setting forth the facts in detail with respect to any transaction under question by the Senior Vice President - Rules & Competition. In the event a tournament fails to provide such records or affidavit for such audit, it may be subject to a fine up to \$100,000 and termination of membership, pending compliance with such demand.
- 3) Violation of this section shall subject the tournament to a fine up to \$100,000 plus the amount or value of any such compensation, and termination of membership, and/or forfeiture of all sums, if any, previously paid to ATP.

### D. Wagers and On-Site Tennis Betting

No ATP Tour or ATP Challenger Tour tournament, ATP member or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee or agent of an ATP Tour or ATP Challenger Tour tournament or ATP member (excluding employees or agents who do not have executive or material management authority) shall engage in any form of gambling or wagering in connection with any ATP Tour or ATP Challenger Tour tournament.

### E. Wild Cards

No ATP Tour or ATP Challenger Tour tournament, or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee or agent of an ATP Tour or ATP Challenger Tour tournament shall directly or indirectly, accept compensation in exchange for a wild card.

### F. Investigation, Determination, Imposition and Review

- 1) The Senior Vice President - Rules & Competition/ATP Members Fines Committee, as applicable, shall investigate all facts concerning any alleged tournament violation of an ATP rule or regulation and shall provide written notice of such investigation to the tournament involved. The tournament shall be given at least five (5) days (excluding weekends) to provide to the Senior Vice President - Rules & Competition/ATP Members Fine Committee, directly or through counsel, such evidence as the tournament deems to be relevant to the investigation. The Senior Vice President - Rules & Competition/ATP Members Fine Committee shall conduct the investigation in consultation with the applicable ATP Regional EVP or SVP.
- 2) Upon the completion of the investigation, the Senior Vice President - Rules & Competition/ATP Members Fine Committee, as applicable, shall determine the innocence or guilt of the tournament involved and, in the latter case, shall state in writing the facts as found by him, his conclusions and the penalty to be imposed on the tournament. A copy of the decision of the Senior Vice President - Rules & Competition/ATP Members Fine Committee shall be promptly delivered to the tournament with copies to the ATP CEO, or in the case of Standards Violations, the ATP Members Fine Committee up to \$10,000 or the ATP Standards Commit-



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tee for fines over \$10,000 and the applicable ATP Regional EVP or SVP.

- 3) All fines shall be paid by the tournament by delivery to the Senior Vice President - Rules & Competition within twenty-one (21) days after receipt of written notice.
- 4) Any tournament found to have violated an ATP rule, regulation or condition of approval that results in a fine, may, after paying all fines, petition the ATP CEO for discretionary review, or in the case of Standards Violations, the ATP Members Fines Committee for fines up to \$10,000 or the ATP Standards Committee for fines over \$10,000. This petition shall be in writing and must be filed with the ATP CEO, Senior Vice President - Rules & Competition, or the ATP Members Fine Committee/ATP Standards Committee (as applicable) within twenty-one (21) days after notice of the determination and penalty is received by the tournament. (The Senior Vice President - Rules & Competition/ATP Members Fines Committee, where applicable, shall forward the review petition promptly to the ATP CEO or ATP Members Fines Committee/ATP Standards Committee (as applicable)). Such petition shall state in detail the basis for the appeal. Within twenty-one (21) days after receipt of the petition, the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) shall determine whether the appeal should proceed to a hearing or if a determination based upon the facts as presented is appropriate. If the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) determines that the appeal should not proceed to a hearing, then the decision, upon notice to the tournament, becomes final. This decision may affirm, reverse or modify the decision of the Senior Vice President - Rules and Competition/ATP Members Fines Committee. If the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) determines that the appeal should proceed to a hearing, he shall designate a date; time and place for the hearing of the appeal, and the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) shall notify the tournament and the Senior Vice President - Rules & Competition/ATP Members Fines Committee. At the hearing, the tournament and the Senior Vice President - Rules & Competition/ATP Members Fines Committee shall present to the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable), their respective positions on the facts. On the appeal, the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) may affirm, reverse or modify the decision of the Senior Vice President - Rules & Competition/ATP Members Fines Committee. If the appeal is decided against the tournament, then the ATP CEO or his designee, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) shall charge to the tournament the reasonable costs of the appeal, which shall include, but not be limited to, the reasonable travel and living expenses incurred by all witnesses.
- 5) If the penalty imposed on the tournament includes a recommendation for loss or change in tournament membership status, that recommendation shall be reviewed by the ATP Board, which may implement, modify or reject the recommendation of the Senior Vice President - Rules & Competition/ATP Members Fines Committee or ATP Standards Committee. The imposition of any non-fine penalty by the ATP Board shall be made in accordance with the By-laws.

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- 6) Service of any document on a tournament as is required by this section shall be deemed completed if mailed to the Tournament Director at the address indicated in the tournament application or as subsequently revised by the tournament member. Any written communication to be sent to the ATP CEO or Senior Vice President - Rules & Competition, or in the case of Standards Violations, the ATP Members Fines Committee/ATP Standards Committee (as applicable) should be addressed as follows, unless notice of change is subsequently published.

ATP CEO	OR	SVP - Rules & Competition or ATP Fines/Standards Committees
22 Worple Road		ATP
Wimbledon		201 ATP Tour Blvd.
SW14 4DD		Ponte Vedra Beach, FL 32082, USA
Telephone: +44 207 381 7890		Telephone: +1 904 285 8000
Facsimile: +44 207 381 7895		Facsimile: +1 904 779 3300

- 7) ATP is authorized to obtain collection of all overdue fines along with costs, if any, by all reasonable means, including legal proceedings as may be deemed necessary and appropriate.

### 8.04 Player Code of Conduct (“Code”)

#### A. Entry/Withdrawal Offenses

**Entry Obligations.** No player or team entered into the main draw or moved into the main draw as a direct acceptance of a tournament may withdraw after the entry and withdrawal deadline or not appear for first-round match(es) without penalty as described below. The Senior Vice President, Rules & Competition shall make such investigation as is reasonable to determine the facts regarding any such entry offense and, upon determining that a violation has occurred, shall specify the fine.

#### B. Fines

##### 1) ATP Tour Tournaments

- a) The provisions relating to assessment and payment of withdrawal, late withdrawal or punctuality fines for tournaments are separate from but in addition to the provisions of the player ATP commitment. The penalties are:

##### i) Singles

- aa) **ATP Tour 250 Only.** Withdrawals occurring prior to the 10 AM, Eastern time, USA, Friday withdrawal deadline:

ATP Pepperstone Rankings (most recent)	Third (3rd) <u>Offense</u>	Fourth (4th) <u>Offense</u>	Fifth (5th) and Subsequent <u>Offenses</u>
1 - 10	\$10,000	\$20,000	\$40,000
11 - 25	\$5,000	\$10,000	\$20,000
26 - 50	\$2,000	\$4,000	\$8,000

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51-100	\$1,000	\$2,000	\$4,000
101 +	\$500	\$1,000	\$2,000

**bb) ATP Tour Masters 1000, ATP Tour 500 & 250 events.**

Withdrawals occurring after the 10 AM, Eastern Time, USA, Friday withdrawal deadline (Late Withdrawals):

<b>ATP Pepperstone Rankings (most recent)</b>	<b>First (1st) Offense</b>	<b>Second (2nd) Offense</b>	<b>Third (3rd)* and Subsequent Offenses</b>
1 - 10	\$20,000	\$40,000	\$80,000
11 - 25	\$10,000	\$20,000	\$40,000
26 - 50	\$4,000	\$8,000	\$16,000
51-100	\$2,000	\$4,000	\$8,000
101 +	\$1,000	\$2,000	\$4,000

\*For purposes of determining 2nd, 3rd and Subsequent Offenses, only Late Withdrawals are counted.

**ii) Doubles.**

**aa)** If the withdrawal was after 10 AM, Eastern time, USA, Friday and prior to the onsite sign-in deadline then the fine is \$1,000 per team member (doubled if team would have been seeded).

**bb)** If the withdrawal was after the on-site sign-in deadline then this is to be considered as a Late Withdrawal and the fine is \$2,500 per team member (doubled if team would have been, or was, seeded).

**iii) Doubles Qualifying.** If the withdrawal was after 10 AM Eastern time, USA, Friday, then the fine is \$500 per team member (doubled if the team would have been seeded).

**iv) Doubles – Exceptions**

**aa)** If both members of the team were on-site at the time of the withdrawal and the withdrawal was due to a medical condition, then neither player is subject to a fine.

**bb)** If the withdrawal was due to one or both members of the team being accepted into the main draw singles of another event, then neither player is subject to a fine.

**b)** Fines shall be doubled in the case of any player who would have been seeded, based on the most recent Pepperstone ATP Rankings.

**c) ATP Tour Masters 1000 or ATP Tour 500 Qualifying.** Third and subsequent withdrawals from the qualifying competition will be fined \$250 or \$500 if he would have been seeded based upon the most recent Pepperstone ATP Rankings.

**ATP Tour 250 Qualifying.** Third and subsequent withdrawals from the qualifying competition will be fined \$250 or \$500 if he would have been seeded based upon the most recent Pepperstone ATP Rankings.

**All ATP Tour Qualifying events.** If the player withdraws after the 10 AM Eastern time, USA, Friday deadline, or is a No Show, it is a Late Withdrawal and the fine shall be \$1,000 (or \$2,000 if seeded).

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- d) In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

### 2) ATP Challenger Tour Tournaments

- a) The penalty for fourth and subsequent withdrawals is a fine of \$250 for each offense and applies to singles. Fines shall be doubled in the case of any player who would have been seeded, based on the most recent Pepperstone ATP Rankings.
- b) Any singles withdrawal occurring after 10 AM, Eastern Time, USA on Friday, shall be assessed a fine of \$1,000 (or \$2,000 if seeded).
- c) **ATP Challenger Tour Qualifying.** Fifth and subsequent withdrawals from the qualifying competition will be fined \$150 or \$300 if he would have been seeded based upon the most recent Pepperstone ATP Rankings. If the player withdraws after the 10 AM Eastern time, USA, Friday deadline, or is a No Show, it is a Late Withdrawal and the fine shall be \$500 (or \$750 if seeded).
- d) **ATP Challenger Doubles.**
  - i) If the withdrawal was after 10 AM, Eastern time, USA, Friday and prior to the onsite sign-in deadline then the fine is \$500 per team member (doubled if team would have been seeded).
  - ii) If the withdrawal was after the on-site sign-in deadline then this is to be considered as a Late Withdrawal and the fine is \$1,000 per team member (doubled if team would have been, or was, seeded).
  - iii) Doubles Exceptions apply as noted above for ATP Tour.

### C. Tournament Rebates

Tournaments shall receive a rebate from ATP when the following conditions have occurred:

- 1) **ATP Tour Masters 1000.** All fine amounts collected as a result of late withdrawals shall be returned to the tournament where the late withdrawal occurred.
- 2) **ATP Tour 500.** All fine amounts collected as a result of late withdrawals shall be returned to the tournament where the late withdrawal occurred.
- 3) **ATP Tour 250.** All fine amounts collected as a result of withdrawals or late withdrawals shall be returned to the tournament where the withdrawal or late withdrawal occurred.
- 4) **ATP Tour Qualifying.** All fine amounts collected as a result of withdrawals or late withdrawals shall be returned to the tournament where the withdrawal or late withdrawal occurred.

### D. Withdrawal Penalties

- 1) **ATP Tour 500.** Any player withdrawing after the entry/withdrawal deadline shall have a ranking penalty assessed in accordance with procedures specified in the ranking section of this rule book. Players shall not have the ranking penalty assessed if they complete the requirements for "promotional activities"; are out of competition for 30 days; or the withdrawal complied with the requirements for an on-site withdrawal. Players may appeal withdrawal penalties to a Tribunal who will determine whether the penalties are affirmed or set aside.

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- 2) **ATP Tour Masters 1000.** Any player withdrawing from the main draw shall have a ranking penalty assessed in accordance with procedures specified in the ranking section of this rule book and be suspended from a subsequent ATP Tour Masters 1000 event. This event shall be the event where the player earned the highest point total during the previous 12 months. Subsequent withdrawals will carry a second suspension from the next event where the player earned his second highest point total. Additional withdrawals will include further suspensions in the same manner. Players shall not have the suspension penalty assessed if they complete the requirements for “promotional activities” or the withdrawal complied with the requirements for an on-site withdrawal. Players may appeal suspension penalties to a Tribunal who will determine whether the penalties are affirmed or set aside (see sections J & K). Ranking penalties are automatic and cannot be appealed.

**NOTE<sup>1</sup>:** If there were no 1000 results, the suspension would be from the next Masters 1000 event he is accepted as a Direct Acceptance.

**NOTE<sup>2</sup>:** Players with grandfathered earned complete commitment reduction from all ATP Tour Masters 1000 events, who withdrew from that event for any reason the previous year, do not need to submit an appeal to avoid the suspension penalty.

### E. Retirement or Withdrawal Penalty (On-Site)

- 1) A player who, because of injury or illness, retires during a match or withdraws during the tournament week must submit to an on-site medical examination by the designated tournament Doctor. Any player who retires during a match must be examined by the tournament Doctor prior to the end of play on the day of the retirement. Failure to submit to such examination shall be a violation of this section and shall subject a player to a fine at ATP Tour tournaments of \$10,000 (\$2,500 for the qualifying competition) or at ATP Challenger Tour tournaments to a fine of \$1,000, (\$500 for the qualifying competition), or the amount of prize money won at the tournament, whichever is greater.
- 2) Following any on-site retirement or withdrawal, the Supervisor at the next tournament in which the players wants to play, may require the player to submit to an on-site examination by the designated tournament Doctor and receive authorization from the Supervisor before competing in any future ATP Tour and ATP Challenger Tour tournaments. The Supervisor’s authorization shall be based on the following: the results of the on-site medical examination; a review of such results with one of ATP’s medical services directors, if possible; and any other appropriate information.

#### **No Medical? Big Mistake**

**Case:** *A player retires from his singles match and leaves the tournament site without having been examined by the tournament Doctor. Later, it is discovered that the player has left the tournament city. What action does the Supervisor take?*

**Decision:** *Any player who fails to submit to an on-site examination by the tournament Doctor after retiring from a match shall be subjected to a fine of \$10,000 (\$1,000 for ATP Challenger Tour tournaments) or the amount of prize money won at the tournament, whichever is greater.*

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### F. Special Exempt/Wild Card Non-Appearance

A player who accepts a wild card or a special exempt pursuant to the procedures set forth under section 7.10, special exempts, shall appear for play. A violation of this section would be considered as a late withdrawal and be subject to the penalties set forth under late withdrawals.

### G. Payment of Fines

The player shall pay all fines to ATP within ten (10) days after the notice of fine is provided to the player. All collected entry/withdrawal fine amounts, with the exception of Challenger fines, shall be returned to the event from which the fine was incurred.

### H. Playing Another event

- 1) No player who has entered and been accepted into the main draw or qualifying of an ATP Tour or ATP Challenger Tour tournament shall play in any other tennis event during the period of such tournament, except if appropriately released by ATP. Once a player enters and is accepted into the main draw or qualifying of the singles or doubles competition, he is committed to that tournament for the week, unless released by the Senior Vice President - Rules & Competition or Supervisor. A violation of this section shall constitute the Major Offense of Aggravated Behavior.
- 2) A player who has entered and been accepted into the main draw of an ATP Tour or ATP Challenger Tour tournament shall be permitted to sign-in and compete in the doubles event of the same tournament if his withdrawal was for medical reasons and he is determined by the Supervisor, upon written medical advice, to be physically capable to compete on a professional level of play.
- 3) A player may receive permission from a Tournament Director of an ATP Tour 250 tournament to compete in a special event on the Monday of that tournament.

### I. Repeal of Withdrawal Fines and/or Penalties

#### 1) ATP Tour 250

##### a) Consecutive Withdrawals

- i) Players with multiple consecutive withdrawals\* who are out of competition for thirty (30) days or more due to injury will not be subject to a fine as long as verified and approved medical forms are provided.

**Note:** The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

- ii) A player must not compete in any other tennis event during those periods.

\*Each consecutive withdrawal must be prior to 10 AM on Friday, before the tournament.

##### b) On-Site Medical Examination.

Players who withdraw after 10 AM Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have the late withdrawal fine assessed if determined to be unfit to play that week if:

- i) The player who is still competing in a tournament or Davis Cup\* after the Friday 10 AM deadline is forced to withdraw/retire and is examined by

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that event's Doctor and determined to be unfit for the following week's tournament; or

- ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

\* A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

### c) Promotional Activities.

A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount of promotional activities over a two (2) day period, as determined by ATP, shall not have the applicable fines assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

### d) Appeal.

The player may appeal the fine to the SVP - Rules and Competition as specified below under "Review of Penalties for Entry and Commitment Offenses".

## 2) ATP Tour 500

### a) Consecutive Withdrawals

- i) Players with multiple consecutive withdrawals\* who are out of competition for thirty (30) days or more due to injury will not be subject to a late withdrawal fine or a ranking penalty as long as verified and approved medical forms are provided.

**Note:** The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

- ii) A player must not compete in any other tennis event during those periods. \*Each consecutive withdrawal must be prior to 10 AM on Friday, before the tournament.

### b) On-Site Medical Examination.

Players who withdraw after 10 AM Eastern Time, USA on Friday (or in the case of doubles, after the on-site entry deadline) before a tournament shall not have the late withdrawal fine or ranking penalty assessed if determined to be unfit to play that week if:

- i) The player who is still competing in a tournament or Davis Cup\* after the Friday 10 AM deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or
- ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

\* A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

### c) Promotional Activities.

A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount

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of promotional activities over a two (2) day period, as determined by ATP, shall not have the applicable fine and ranking penalties assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

**d) Appeal.**

The player may appeal the fine and ranking penalty to the Appeals Tribunal as specified below under "Review of Penalties for Entry and Commitment Offenses". See also ATP Tour 500 - Ranking Penalty, page 250.

- e) Replacement Event.** A commitment player who has received a zero (0) point ranking penalty for withdrawing from an ATP Tour 500 event may replace the zero (0) point by playing an additional ATP Tour 500 event in that same calendar year for a total of four (4) played. The replacement tournament must be after the 500 withdrawal that has resulted in a ranking penalty. Only one (1) additional ATP Tour 500 event per year may be used to replace an ATP Tour 500 ranking penalty. See also ATP Tour 500 - Ranking Penalty, page 250.

**3) ATP Tour Masters 1000**

**a) On-Site Medical Examination.**

Players who withdraw after 10 AM Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have the late withdrawal fine and the suspension assessed if determined to be unfit to play that week if:

- i) The player who is still competing in a tournament or Davis Cup\* after the Friday 10 AM deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or
- ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

\* A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

**b) Promotional Activities.**

A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount of promotional activities over a two (2) day period, as determined by ATP, shall: (i) not have the applicable fine assessed, (ii) may recoup potential bonus pool money under Section 1.07.H.2 and (iii) shall not have the suspension penalties assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

**c) Appeal.**

The player may appeal the fine and suspension to the Appeals Tribunal as specified below under "Review of Penalties for Entry and Commitment Offenses".

**d) Exceptions.**

The player will not have the suspension assessed if he has grandfathered earned commitment reductions and withdraws prior to the withdrawal deadline and he did not withdraw in any manner from the same event the previous



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year. For the avoidance of doubt, the ranking penalty is automatic and unappealable regardless of any grandfathered ATP Masters 1000 exemptions.

### 4) ATP Challenger Tour/ATP Qualifying/ATP Challenger Tour Qualifying

#### a) Consecutive Withdrawals

- i) Players with multiple consecutive withdrawals\* who are out of competition for 30 days or more due to injury will not be subject to a fine as long as verified and approved medical forms are provided.
- ii) A player must not compete in any other tennis event during those periods.  
**Note:** The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

\*Each consecutive withdrawal must be prior to 10 AM on Friday, before the tournament.

#### b) On-Site Medical Examination.

Players who withdraw after 10 AM Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have the late withdrawal fine assessed if determined to be unfit to play that week if:

- i) The player who is still competing in a tournament or Davis Cup\* after the Friday 10 AM deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or
- ii) The player is examined on-site, at the event from which he withdrew, and determined to be unfit for play by that tournament's Doctor during qualifying or within the first three (3) days of the main draw for Challengers/ATP Tour Qualifying. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

\* A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

#### c) Appeal.

The player may appeal the fine to the SVP - Rules and Competition as specified below under "Review of Penalties for Entry and Commitment Offenses".

#### **No Penalty After Retirement**

**Case:** *A player is injured at an ATP Tour tournament and is forced to retire from his match. He is also unable to compete in the next week's tournament. The injury occurred after 10 AM, Friday, Eastern Time, USA. Must the player travel to the next tournament to be examined by that tournament's Doctor to avoid the appropriate penalties?*

**Decision:** *No. If the player is forced to retire after 10 AM, Friday, Eastern Time, USA, he may be examined by that tournament's Doctor.*

### J. Review of Penalties for Entry and Commitment Offenses

Any player found to have committed a United Cup, ATP Tour Masters 1000 or ATP Tour 500 entry or commitment offense may petition the Appeal Tribunal for discretionary review. ATP Tour 250, ATP Tour Qualifying and ATP Challenger Tour appeals shall be submitted to and determined by the ATP Senior Vice President – Rules and Competition. This written petition shall detail the basis for the appeal.

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- 1) **Deadline.** The deadline for filing an appeal is as follows:

**ATP Tour Masters 1000** - 6:00 PM Eastern USA on the Tuesday of the event week; except that:

96-draw tournaments shall be the first Thursday of the tournament week. If the Tribunal requests additional information, the player will have 24 hours from receipt of this notice to submit the requested information.

**ATP Tour 500** - 10 days from the Monday of the event week.

If the Tribunal requests additional information, the player will have 48 hours from receipt of this notice to submit the requested information.

**ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour** - 10 days from the Monday of the event week.

If the SVP - Rules and Competition requests additional information, the player will have 48 hours from receipt of this notice to submit the requested information.

Appeals must be submitted in writing to the Appeals Tribunal/SVP - Rules and Competition and received prior to the deadline. Send electronically via email or fax to:

Miro Bratoev  
Senior Vice President - Rules & Competition  
201 ATP Tour Boulevard  
Ponte Vedra Beach, Florida 32082 USA  
Email: miro.bratoev@atptour.com

- 2) **Determination.** The Tribunal President/SVP - Rules and Competition shall review the petition and make a determination within the following time period:

**ATP Tour Masters 1000** - 10 AM Eastern USA on the Friday\* of the event week.

\*For 96-draw tournaments, the determination shall be made by 10 AM Eastern USA on the 2nd Friday of the event.

**ATP Tour 500** - 20 days from the Monday of the event week.

**ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour** - 20 days from the Monday of the event week.

- 3) **Scope of determination.** The Tribunal's/SVP - Rules and Competition decision on each case is limited to the following:

**United Cup**

Late Withdrawal Fine, if applicable

**ATP Tour Masters 1000**

Suspension

Late Withdrawal Fine, if applicable.

**ATP Tour 500**

Ranking penalty

Late Withdrawal Fine, if applicable.

**ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour**

Withdrawal Fine

Late Withdrawal Fine

### K. Tribunal.

The ATP Board of Directors and ATP CEO shall nominate designees for the appeals tribunal as follows:

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- 1) The three members of the board representing the players shall nominate a designee to serve a one (1) year term on the tribunal.
- 2) The three members of the board representing the tournaments shall nominate a designee to serve a one (1) year term on the tribunal.
- 3) The ATP CEO shall nominate a designee to serve a one (1) year term on the tribunal.
- 4) **Medical Advisor.**
  - a) A person nominated by the medical services committee shall be present, if requested by the three (3) voting members of the Tribunal, at all tribunal meetings to offer advice and expert opinion on medical matters presented to the Tribunal.
  - b) The advisor has no vote in any appeal decisions.

### L. On-Site Offenses/Procedures

The on-site offense provisions shall apply to every player during his participation in an ATP Tour or ATP Challenger Tour tournament. On-site includes tournament hotels, transportation, all tournament facilities and activities.

#### 1) Dress and Equipment

Every player shall dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire as approved by ATP shall be worn. A player who violates this section may be ordered by the Chair Umpire or Supervisor to change his attire or equipment immediately. Failure of a player to comply with such order may result in an immediate default.

##### a) Identification/Visible

No visible identification shall be permitted on a player, his clothing, products or equipment on court during a match or at any press conference or tournament ceremony, except as follows:

##### i) ATP Definitions.

1. **Clothing Designs.** Clothing designs will not be interpreted as manufacturer's logos and such logos can be incorporated into the clothing design, provided they conform to the size and placement restrictions.
2. **Commercial Identification.** Corporate or product identification other than the manufacturer of the item, including social media usernames, hashtags, and URLs.
3. **Tennis Equipment Manufacturer.** The tennis equipment manufacturer is the entity that distributes, or offers for sale, tennis racquets, clothing, strings or shoes.
4. **Clothing Manufacturer.** Clothing manufacturer is the corporate or product identification, trademarks (regardless of registration status) or other recognizable names presented in the form of a logo or mark on the clothing product in question.
5. **Size Limitation.**
  - If a patch, the size is determined by the area of the actual patch. If a solid color patch is the same color as the clothing, then the size of the actual patch will be determined by the size of the logo identification, as described below.

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- If not a patch, the area of a logo or mark shall be determined by the circumference of a circle or the perimeter of a triangle or rectangle drawn around the logo or mark.
- ii) **Logo Usage.** All logos or patches must be firmly attached at all points on the clothing or equipment. All commercial ID logos placed on the shirt front or collar must be embroidered or screen printed. All manufacturer logos must be embroidered, screen printed or otherwise professionally attached at all points.
  1. **Bags, Towels or Other Items.** Standard logos of tennis equipment manufacturers on each item plus two (2) separate commercial identifications on one (1) bag, neither of which may exceed six (6) square inches (39 sq. cm.).
  2. **Drink Containers.** Players are permitted to use drink containers on-court if they are of reasonable size and they contain no logo or writing of the drink manufacturer. ATP has designated three (3) beverage categories of drinks for purposes of this rule: bottled water, electrolyte or other drinks (soft drinks, energy drinks and any other drink with the exception of alcoholic drinks and tea / coffee). The Supervisor may approve for use on-court a reasonably sized drink container that has a logo or writing, not to exceed four (4) square inches (26 sq. cm.) if:
    - The advertised on-court drink sponsor is the same as the player's drink container manufacturer, or;
    - The advertised on-court drink sponsor(s) is not in the same beverage category as the player's drink container.
  3. **Hat or Headband.** One (1) standard logo of a clothing manufacturer or a tennis equipment manufacturer and/or one (1) commercial identification, both of which may contain writing. Neither shall exceed four (4) square inches (26 sq. cm.).
 

**Restrictions:**

    - The commercial logo must be located on the side of the hat / headband and worn so that it is positioned on the side of the head;
    - No hat or headband, with or without logos, may be worn during the awards ceremony;
    - Once a player has competed in the first match of his first event with a commercial brand logo on his hat/headband then he may not change commercial brands during that calendar year, unless approved by ATP.

**Note:** Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the hat or headband in the manner described above.
  4. **Wristband.** One (1) standard logo of a clothing manufacturer or tennis equipment manufacturer, which may contain writing, not to exceed four (4) square inches (26 sq. cm.)
  5. **Racquet.** Standard logos of the manufacturer shall be permitted on racquets and strings.
  6. **Shirt, Sweater or Jacket.**
    - **Front, Back and Collar.** Two (2) standard logo positions of the clothing manufacturer or commercial ID, neither of which exceeds six (6) square inches (39 sq. cm.), may be placed in any location (i.e. 2 on the front, or 1 on the front and 1 on the collar)

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or one (1) logo of the clothing manufacturer or commercial ID which may not exceed six (6) square inches (39 sq. cm.), may be placed on the front or collar and then an additional clothing manufacturer logo, not to exceed four (4) square inches (26 sq. cm.), may be placed on the back. Logos may contain writing. Once a player has competed in the first match of his first event with a commercial brand logo on the front, collar or headgear, he may not change brands during that calendar year, unless approved by ATP. No new commercial logo may be added to the shirt front for events following the US Open through the Nitto ATP Finals.

**Note:** Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the front of a shirt, sweater or jacket in the manner described above.

**ATP Premier / Platinum Sponsor Patch.** An additional commercial identification patch may be placed on the back of the shirt, below the collar, if part of the ATP Premier / Platinum sponsor patch program. This program is optional and is in addition to any manufacturer identification on the back of the shirt.

- **Sleeves.** Two positions for commercial (i.e., non-clothing manufacturer) or manufacturer's identification for each sleeve, neither of which exceeds six (6) square inches (39 sq. cm). A maximum of two (2) logos may be placed within each 6 square inch (39 sq. cm.) position. Logos may contain writing.
- **Sleeveless.** Two (2) logo positions of the clothing manufacturer or commercial ID none of which exceeds six (6) square inches (39 sq. cm.) may be placed on the front of the shirt. If no more than one (1) logo is placed on the front or collar of the shirt, then one (1) manufacturer logo may be placed on the back of the shirt, not to exceed four (4) square inches (26 sq. cm).
- **Other.** A logo of the clothing manufacturer, without the name of the manufacturer or any other writing, may be placed once or repeatedly within an area not to exceed twelve (12) square inches (77.5 sq. cm.) in one of the following positions:
  - a. On each of the shirt sleeves, or
  - b. On the outer seams (sides of torso) of the shirt.

### 7. Shorts.

- **Front and Back.** Two (2) standard logos of the clothing manufacturer neither of which exceeds two (2) square inches (13 sq. cm.), may be placed on the front or back of the shorts; or two (2) standard logos of the clothing manufacturer neither of which exceeds four (4) square inches (26 sq. cm), may be placed as follows: one (1) logo on the front and one (1) logo on the back of the shorts. Logos may contain writing.
- Compression shorts and/or compression sleeves may contain two (2) standard logos of the clothing manufacturer which must not exceed two (2) square inches (13 sq. cm.) or one (1) standard logo of the clothing manufacturer which must not exceed four (4) square inches (26 sq. cm.).

8. **Socks /Shoes.** Standard logos of the manufacturer of the article may appear on each sock and each shoe.

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### *Tattoo as Logo*

**Case:** *A player arrives on court wearing an approved sleeveless shirt. The Chair Umpire notices that the player has a tattoo of the clothing manufacturer on his upper arm. If there is no issue with the size, is this allowed?*

**Decision:** *No. The rules for both clothing manufacturer and commercial I.D. logo placement clearly specify where these logos may be placed.*

- iii) **Restrictions /Government.** Any commercial or other identification that violates applicable governmental and/or television regulations is prohibited.
  - iv) **Restrictions/Other Tennis event.** The identification by use of the name, emblem, logo, trademark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition or tournament other than the "ATP" is prohibited on all dress or equipment at any ATP Tour and ATP Challenger Tour tournaments, unless otherwise approved by ATP.
  - v) **Restrictions /Timing.** Once a player has competed in the first match of his first event with a commercial brand logo in either of the two locations (shirt front and/or hat/headband), he may not change brands during that calendar year, unless approved by ATP.

**Note:** Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the front of a shirt, sweater or jacket in the manner described above.
  - vi) **Restrictions / General.** Tobacco and companies associated with tennis gambling will be prohibited from any endorsements on player clothing. ATP reserves the right to prohibit any identification it deems not to be in the best interest of the game and/or ATP.
- b) **Shoes**
- i) **General.** Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves marks beyond what is considered acceptable. The Supervisor has the authority to determine that a shoe does not meet the criteria of "customarily acceptable" and may order the player to change.
  - ii) **Clay Courts.** Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Supervisor has the authority to determine that a tennis shoe's sole does not conform and can prohibit its use at any ATP Tour or ATP Challenger Tour tournament. Grass court shoes should not be worn during a match on clay courts.
  - iii) **Grass Courts.** In ATP Tour and ATP Challenger Tour tournaments played on grass courts, no shoes other than those with rubber soles, without heels, ribs, studs or covering, shall be worn by players.
    - aa) Special grass court shoes shall not be used without the express approval of ATP, based on the following specifications:
      - 1) The pimples or studs on the base of the sole should be vertical from the outsole and shall have a maximum top diameter of three (3) millimeters and a minimum top diameter of two (2) millimeters. The maximum height of the pimples or studs shall

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be two (2) millimeters, from the base of the shoe. The hardness of any pimple or studs shall be between 55 and 60 based on a Shore "A" scale. The number of pimples per square inch shall be no less than 15 and no more than 28.

- 2) Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing / sidewall can be contoured only in the medial forefoot and medial toe area but only within the following restrictions. The contoured area may begin in the transition area between outsole and sidewall but can only go to a maximum of 1.5 cm up the sidewall. This contoured area must be flat (not textured or undulating) but can be stepped with no more than 5 steps each no more than 1 mm in depth.
- 3) Forefoot and heel areas may be separated but there should be no more than a 2 mm step in the outsole of the shoe.
  - Approval of special grass court shoes should be received by ATP at least ninety (90) days in advance of the grass court tournament.

**All shoes approved for play in 2008 shall continue to be approved.**

### c) Violations/Fines

Any player who violates this section and is not defaulted shall be subject to the following fines:

- i) **Commercial Identification.** Violation of the provisions with respect to commercial identifications shall result in a fine up to:
  - \$2,000 for ATP Challenger Tour tournaments.
  - \$30,000 for ATP Tour 250 tournaments.
  - \$40,000 for ATP Tour 500 tournaments.
  - \$60,000 for ATP Tour Masters 1000 tournaments.

The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.

- ii) **Tennis Equipment Manufacturer's logo.** Violation of the provisions with respect to standard logos of manufacturers shall result in a fine up to:
  - \$500 for ATP Challenger Tour tournaments.
  - \$30,000 for ATP Tour 250 tournaments.
  - \$40,000 for ATP Tour 500 tournaments.
  - \$60,000 for ATP Tour Masters 1000 tournaments.

The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.

- iii) **Other Tennis event.** Violation of the provisions with respect to the name of an event other than the "ATP" shall result in a fine up to:
  - \$5,000 for ATP Challenger Tour tournaments.
  - \$30,000 for ATP Tour 250 tournaments.
  - \$40,000 for ATP Tour 500 tournaments.
  - \$60,000 for ATP Tour Masters 1000 tournaments.

The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.

- iv) **Unacceptable Attire.** Violation of the provisions with respect to unacceptable attire shall result in a fine up to:
  - \$1,000 for ATP Challenger Tour tournaments
  - \$30,000 for ATP Tour 250 tournaments.
  - \$40,000 for ATP Tour 500 tournaments.
  - \$60,000 for ATP Tour Masters 1000 tournaments.

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The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.

### 2) Point Penalty Schedule

- a) The Point Penalty Schedule to be used for Code Violations is as follows:
- |                                   |               |
|-----------------------------------|---------------|
| FIRST OFFENSE                     | WARNING       |
| SECOND OFFENSE                    | POINT PENALTY |
| THIRD AND EACH SUBSEQUENT OFFENSE | GAME PENALTY  |
- However, after the third Code Violation, the Supervisor shall determine whether each subsequent offense shall constitute a default.
- b) In ATP Tour and ATP Challenger Tour tournaments and events, Code Violations shall be levied by the Chair Umpire for on-court offenses. In the event that the Chair Umpire fails to levy a code violation, then the Supervisor may order him to do so.
- c) In doubles, code violations shall be assessed against the team.

### 3) Code Violations Not Witnessed By Chair Umpire

Occasionally, there are code violations by players that are not witnessed by the Chair Umpire. The Line Umpire should immediately approach the Chair Umpire and report the facts of the violation, during which time the Chair Umpire should turn off all microphones in the area of the chair. The Chair Umpire may ask the player to respond to such report; thereafter, the Chair Umpire must make a decision and he either dismisses the report or declares a code violation and assesses a penalty. If a code violation is assessed, then the Chair Umpire must announce such violation to the player, opponent and spectators. If in his opinion there was a code violation, but because of the time of discovery (another point has been played), it would be inappropriate to issue a Code Violation Warning, Point or Game Penalty, then he/she must notify the player that he/she will refer the matter to the Supervisor for action after the match. If a serious violation that may warrant an Immediate Default has been reported and acted upon no later than the end of the next changeover, the ATP Supervisor may be called to discuss an Immediate Default. The Supervisor may order the Chair Umpire to issue a code violation for a violation witnessed or not witnessed by the Chair Umpire.

**Case 1:** *A Line Umpire reports to the Chair Umpire an incident which occurred three (3) points earlier, may the Chair Umpire issue a Warning, Point or Game Penalty?*

**Decision 1:** *No, in this case a Code Violation may be issued only if the violation was reported immediately (before the next point is played).*

**Case 2:** *Same situation as Case 1 above except that the violation reported is a serious violation that may warrant an Immediate Default. May the Supervisor/Referee be called to discuss an Immediate Default?*

**Decision 2:** *Yes, as long as the violation has been reported and acted upon no later than the end of the next changeover. Once the first point of the game immediately following the changeover has been played then no Code Violation for an Immediate Default may be issued. The player may however be subject to a fine as determined by the Supervisor.*



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### 4) Offenses

#### a) Ball Abuse

- i) Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball while on the grounds of the tournament site except in the reasonable pursuit of a point during a match (including warm-up). For purposes of this rule, abuse of balls is defined as intentionally or recklessly hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with disregard of the consequences.
- ii) Violation of this section shall subject a player to a fine of up to \$350 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule.

#### b) Racquet or Equipment Abuse

- i) Players shall not violently, dangerously or with anger hit, kick or throw a racquet or other equipment within the precincts of the tournament site. For purposes of this rule, abuse of racquets or equipment is defined as intentionally, dangerously and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during a match out of anger or frustration.
- ii) Violation of this section shall subject a player to a fine up to \$500 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule.

#### c) Physical Abuse

- i) Players shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the tournament site. For purposes of this rule, physical abuse is the unauthorized touching of an official, opponent, and spectator or other person.
- ii) Violation of this section shall subject a player to a fine up to \$20,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments for each violation. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP Members Fines Committee who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP Members Fines Committee has concluded their investigation and made a determination.

#### d) Verbal Abuse

- i) Players shall not at any time directly or indirectly verbally abuse an official, opponent, sponsor, spectator or any other person within the precincts of the tournament site. Verbal abuse is defined as any statement about an official, opponent, sponsor, spectator or any other person that implies dishonesty or is derogatory, insulting or otherwise abusive.
- ii) Violation of this section shall subject a player to a fine up to \$20,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments for each violation. The maximum fine will in-

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crease by one hundred percent (100%) for each consecutive violation during the same calendar year. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP Members Fines Committee who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP Members Fines Committee has concluded their investigation and made a determination.

### e) Audible Obscenity

- i) A player shall not use an audible obscenity while on-site. Audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard.
- ii) Violation of this section shall subject a player to a fine up to \$5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

### f) Visible Obscenity

- i) Players shall not make obscene gestures of any kind while on-site. Visible obscenity is defined as the making of signs by a player with hands and/or racquet or balls that commonly have an obscene meaning.
- ii) Violation of this section shall subject a player to a fine up to \$5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

### g) Unsportsmanlike Conduct

- i) Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the success of a tournament, ATP and/or the Sport. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorizing or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interest of the tournament and/or the officiating thereof.
- ii) Players and their support team members accredited at any event must comply with the physical distancing and COVID-19 precautionary measures applicable for each event. Any repetitive or blatant breach of those measures may be considered a violation of the code of conduct under this Section or the Major Offense of Conduct Contrary to the Integrity of the Game depending on the severity of the violation.
- iii) Violation of this section shall subject a player to a fine up to \$20,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour

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Masters 1000 tournaments for each violation. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP Members Fines Committee who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP Members Fines Committee has concluded their investigation and made a determination.

### h) **Best Efforts**

- i) A player shall use his best efforts during the match when competing in a tournament. Violation of this section shall subject a player to a fine up to \$20,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments for each violation. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.
- ii) For purposes of this rule, the Supervisor and/or the Chair Umpire shall have the authority to penalize a player in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP Members Fines Committee who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP Members Fines Committee has concluded their investigation and made a determination.

### i) **Leaving the Court**

- i) A player shall not leave the court area during a match (including the warm-up) without the permission of the Chair Umpire or Supervisor.
- ii) Violation of this section shall subject a player to a fine up to \$3,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments for each violation. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year. In addition, the player may be defaulted and shall be subject to the additional penalties for failure to complete match.

### j) **Failure to Complete Match**

- i) A player must complete a match in progress unless he is reasonably unable to do so.
- ii) Violation of this section shall subject a player to a fine up to \$5,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year. Violation of this section shall subject a player to immediate default and shall also constitute the Major Offense of Aggravated Behavior.

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- k) **Ceremonies**
- i) All tournament finalists must attend and participate in the post-match ceremonies, unless he is physically unable to do so as determined by the tournament Doctor. This includes retirements and finals not played due to a walkover.
  - ii) Violation of this section shall subject a player to a fine up to \$5,000.
- l) **Coaching and Coaches**
- i) Players shall not receive coaching during a tournament match\*. Communications of any kind, audible or visible, between a player and a coach may be construed as coaching. Coaches on-site are prohibited from:
    - aa) Using an audible obscenity or making obscene gestures of any kind.
    - bb) Abusing any official, opponent, spectator or other person, verbally or physically.
    - cc) Engaging in conduct contrary to the integrity of the game of tennis. Conduct contrary to the integrity of the game shall include, but not be limited to, comments to the news media that unreasonably attack or disparage a tournament, sponsor, player, official or ATP. Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interest of a tournament, player, sponsor, official or ATP are expressly covered by this section.
  - ii) Violation of this section shall subject a player to a fine up to \$5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the Supervisor shall have the authority to relocate the position of a coach if there is reasonable belief that coaching is occurring or the Supervisor may order the coach to be removed from the match site or tournament site and upon his failure to comply with such order, may declare an immediate default of such player.

\*Coaching is allowed at ATP Tour and Challenger Tour tournaments through the end of 2024 on a trial basis with the following conditions:

- The coach must sit in the tournament's designated coaches' seats
- Verbal coaching is permitted only when the player is at the same end of the court
- Verbal coaching may consist of a few words and/or short phrases (no conversations are permitted)
- Non-verbal coaching (hand signals) is permitted
- Coaching (verbal and non-verbal) is allowed only if it does not interrupt play or create any hindrance to the opponent
- Players may approach their coach or engage in conversation with their coach during an opposing player's Medical Timeout or a Toilet Break/ Change of Attire Break or another break approved by the Chair Umpire during which the players remain on court

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- Coaches may not speak to their player, when the player leaves the court for any reason
- Penalties and fines to apply for abuse or misuse of the coaching conditions

### **Electronic devices**

**Case:** *May a player listen to an mp3 player or other device on a changeover?*

**Decision:** *A player is not allowed to use any electronic devices (e.g. CD players, mobile phones, etc.) during matches, unless approved by the Supervisor. (Tour Policy)*

### **m) Default**

- i) During the match.** The Supervisor may default a player either for a single violation of the Code (immediate default) or as outlined in the Point Penalty Schedule.
- ii) On-site.** The Supervisor may withdraw a player from all events for a single violation of the Code occurring during the event but not during a player's match.
- iii)** In all cases of default, the Supervisor's decision shall be final and may not be appealed.
- iv) Penalties:**
  - aa)** Any player who is defaulted shall lose all prize money (gross prize money to be paid to ATP), hotel accommodations and points earned for that event at that tournament.
  - bb)** At the discretion of the Supervisor, the player may be withdrawn from all other events, if any, in that tournament.
  - cc)** In addition, if the Senior Vice President - Rules & Competition determines that the default was particularly injurious to the success of the tournament or detrimental to the integrity of the sport, he may consider additional penalties (fines and/or suspensions).
- v)** The exception is when the offending incident involves:
  - aa)** A violation of the punctuality or dress and equipment provisions set forth in the Code; or
  - bb)** As a result of a medical condition; or
  - cc)** A match ending on a delay penalty (Code Violation for Delay of Game) if the delay penalty was the result of a medical condition.
  - dd)** A member of a doubles team did not cause any of the misconduct code violations that resulted in the team being defaulted.
- vi) In doubles:**
  - aa)** A default assessed for violation of the Code shall be assessed against the team.
  - bb)** The Supervisor will assess the default penalties against both players on the team, unless the provisions in 4 above apply.
  - cc)** At the discretion of the Supervisor, one or both of the players may be withdrawn from all other events, if any, in that tournament.
  - dd)** The partner of the player who caused the default shall receive points and prize money from the previous round.

### **Default - List Penalties**

**Case:** *If a player is defaulted through the Code of Conduct for misconduct, what penalties result?*

**Decision:** *The player may be withdrawn from any other event he is entered in, as determined by the Supervisor; lose all points and*

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*gross prize money earned for the event where he was defaulted; and hotel accommodations, in addition to the fines that may be imposed for the code violations. If the player is removed from the other event as well, he will lose all points and prize money earned from both events, and hotel accommodations.*

### n) Punctuality

Players shall be ready to play when their matches are called.

- i) Any player not ready to play within ten (10) minutes after his match is called shall be fined \$250.
- ii) For televised matches with an announced "walk-on" time, players not ready to walk-on at the announced time may be issued a fine at the sole discretion of the ATP Supervisor. Normal fines may be in the range of \$1,000-\$5,000 but in extreme cases could be up to a maximum of \$10,000.
- iii) Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$750 and shall be defaulted unless the Supervisor, after consideration of all relevant circumstances, elects not to declare a default. In such case, the Supervisor shall immediately inform the Senior Vice President - Rules & Competition. This section applies only to those players who are or have been on-site.

### **Late Transportation**

**Case:** *The scheduled transportation is late to pick up players from the tournament hotel. A player is defaulted for punctuality and subsequently arrives on-site with tournament transportation. Should the default be rescinded and the match played?*

**Decision:** *The player is defaulted. Transportation is a service provided by the tournament; however, the player is responsible for arriving on time for his match.*

### o) Continuous Play

- i) **Delay of Play.** A player will receive a warning for the first violation and be subject to a fine for each subsequent violation (\$250 then doubled for each additional violation) during that week's event for violating the following timings:

Action	Time Allowed	
	ATP Tour	ATP Challenger
Reaching the net for the pre-match meeting. Timing begins when second player/team reaches the appropriate bench.	60 seconds	60 seconds
Warm-up. Time begins at the conclusion of the pre-match meeting.	4 minutes	5 minutes
Start of play. Players must show that they are ready to start play. Timing begins at the conclusion of the 4 or 5 minute warm-up.	60 seconds	60 seconds

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- ii) **Delay of Game.** Once the match has begun, play shall be continuous and a player shall not unreasonably delay a match for any cause. A maximum of twenty-five (25) seconds shall elapse from the moment the ball goes out of play until the time the ball is struck for the next point. If such serve is a fault, then the second serve must be struck by the server without delay. The exception is at a ninety (90) second changeover or a one hundred twenty (120) set break. The procedures for enforcing this rule are as follows:

**aa) 25 Seconds Between Points.**

- 1) Start stopwatch when the player is ordered to play or when the ball goes out of play.
- 2) Assess time violation or code violation if the ball is not struck for the next point within the twenty-five (25) seconds allowed. There is no time warning prior to the expiration of the twenty-five (25) seconds.

**bb) Changeover (Ninety (90) Seconds) and Set Break (One Hundred and Twenty (120) Seconds).**

- 1) Start stopwatch the moment the ball goes out of play.
- 2) Announce "Time" after sixty (60) / ninety (90) seconds have elapsed.
- 3) Announce "15 Seconds" if one or both of the players are still at their chairs and/or have not started toward their playing positions after seventy-five (75) / one hundred and five (105) seconds have elapsed.
- 4) Assess time violation or code violation (after medical time-out or treatment) if the ball is not struck for the next point within the ninety (90) / one hundred and twenty (120) seconds allowed provided there has been no interference which prevented the server from serving within that time.

**NOTE:** When requested by television, "Time" shall be announced after ninety (90) seconds for a changeover and one hundred twenty (120) seconds for a set break.

**cc) Time Violations.**

Violating a provision of this Section, as server or receiver, shall be penalized by a "Time Violation – Warning" and each subsequent violation shall be penalized as follows:

- **Server.** When serving the time violation shall result in a "fault".
- **Receiver.** When it is determined that the receiver is the cause of the time violation, then the receiver shall be penalized by the assessment of one (1) point penalty. The receiver must also play to the reasonable pace of the server. A Time Violation may be issued in this case prior to the expiration of twenty-five (25) seconds if the receiver's actions are delaying the reasonable pace of the server. Assess a code violation if the receiver is consistently or obviously delaying the server, thus employing "Unsportsmanlike Conduct".
- **Server/Receiver** following a toilet break. Point Penalty.

**Note:** A second time violation occurs when a player who has received a prior warning as either the server or receiver is issued another time violation as either server or receiver. Example is Player A had received a warning for not serving within the 25 second limit; later, as receiver, Player A is deemed to not be playing to the reasonable pace

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of the server. This would be considered a second violation and a point penalty would be issued.

### p) Post-Match Media Availability

- i) All players scheduled to play on televised courts will be required, if requested, to perform a pre-match TV interview on the day of the match (not to exceed 2 minutes in total). The interview may be conducted at either the player's practice court or as the players approach the court for walk-on as determined by the host and player's national broadcasters.
- ii) Unless injured and physically unable to appear, a player or team must be available, as determined by ATP, on court (for TVs only), in the mixed zone or media conference area after the conclusion of each match whether the player or team was the winner or loser. Post-match media obligations include three (3) interviews, with the news service, host and player's national broadcasters. This rule shall also apply to matches won or lost as a result of a withdrawal or retirement.
- iii) Violation of this section shall subject a player to a fine in accordance with the following schedule (based on most recent position in the Pepperstone ATP Rankings):

1 - 10	\$20,000
11 - 25	\$10,000
26 - 50	\$5,000
51 - 100	\$3,000
101 +	\$1,000

Fines will be increased to the next higher level for any national player. Fines will double for each repeat offense within an ATP Circuit Year. For ATP Challenger Tour events, a violation of this section shall result in a fine of \$500.

### q) Pre-Tournament Media Availability

All players will be required, if requested, to take part in media availability prior to their first match at each tournament.

### r) ATP STARS Program Penalties

Players shall be required to participate in ATP sponsored activities at each ATP Tour tournament. Failure to participate in a scheduled activity due to non-appearance or tardiness shall be deemed a missed activity. Violation of this section shall subject a player to a fine as indicated below:

Fine Schedule (based on most recent position in the Pepperstone ATP Rankings):

1 - 10	\$20,000
11 - 25	\$10,000
26 - 50	\$5,000
51 - 100	\$3,000
101 +	\$1,000

Fines will be increased to the next higher level for any national player. Fines will double for each repeat offense within an ATP Circuit Year.



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### s) **Champion's Media Tour**

Each winner of a Grand Slam or the Nitto ATP Finals, if requested, is obligated to participate in media tour as arranged by ATP during the days immediately following the finals of any such tournament. Players and their agents will be consulted with respect to the scope and substance of the activities to take place during the media tour to ensure that the player is comfortable with the proposed activities. ATP will cover all expenses incurred by a player while participating in the media tour.

### t) **Special Functions**

Each player, if requested, is obligated to attend the ATP Awards Show and up to two (2) additional ATP sponsored/conducted special events. Players and their agents will be consulted in advance to ensure that attendance at any such event(s) will not substantially intrude upon the player's schedule. Players and their agents will also be consulted with respect to the scope and substance of the events to ensure that the player is comfortable with attending the event(s).

## M. Determination of Violation and Penalty

- 1) The Supervisor shall make a reasonable investigation to determine the facts regarding all player on-site offenses. Upon determining that a violation has occurred, the Supervisor shall specify the fine and/or other punishment in written notice to the player. The Supervisor may limit the fines levied during qualifying competition as follows:
  - a) ATP Tour Tournament Qualifying Competition. A maximum of \$500 for each violation.
  - b) ATP Challenger Tour Tournament Qualifying Competition. A maximum of \$100 for each violation.
- 2) The ATP Members Fines Committee shall have the authority to investigate statements or actions made by a player that are not heard or seen by on-court officials by reviewing tapes of televised matches. After reviewing all facts and circumstances, the ATP Members Fines Committee may determine that a violation of the Code has occurred and shall specify the fine and/or other punishment. The player shall be given written notice of the violation and fine. The player shall have the right to appeal such determination to the ATP Senior Vice President - Rules & Competition, consistent with the procedures outlined in the Code.

## N. Payment of Fines

Fines levied by the Supervisor for player on-site offenses shall be paid in accordance with the following:

- 1) **ATP Tour and ATP Challenger Tour Tournaments.** Each tournament shall deduct fines from the player's winnings, if any, and promptly pay the fine to ATP. In the event that the player's winnings are insufficient to pay the fine, the player shall pay the balance within twenty (20) days after the tournament to ATP.

## O. Procedures for Appeal

- 1) Except for appeals of violations of the Stars Program, any player in violation of a player on-site offense may, after paying all fines, appeal to the ATP Members Fines Committee for review of a determination of guilt and the penalty assessed.

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- 2) Any player found to have committed a player on-site offense may appeal such decision in writing to the ATP Members Fines Committee. Such appeal shall be lodged within ten (10) days of the on-site offense. The ATP Members Fines Committee shall review the Appeal within twenty-one (21) days and, if necessary, designate a date, time and place for a hearing. At the hearing, the player shall present to the ATP Members Fines Committee his respective positions on the facts. The ATP Members Fines Committee may affirm, reverse or modify the penalty initially imposed by the Supervisor.

### P. Appeal of Violations of STARS Program

- 1) All appeals concerning the ATP STARS Program shall be governed by the procedures in this section.
- 2) A player can file a written appeal with the Senior Vice President - Rules & Competition within ten (10) days after the player's receipt of notification of a violation of the Stars Program. As a condition to filing an appeal, the player must pay the fine prescribed in the Program for the violation.
- 3) Upon receipt of a timely written appeal, the Senior Vice President - Rules & Competition, or his designee, shall appoint a committee to hear and decide the appeal, and also shall appoint one of the committee members to act as the committee's chairman. ATP may provide reasonable compensation and reimbursement of expenses to committee members.
- 4) The committee shall convene a hearing to hear the appeal and shall render its written decision on the case as soon as practicable following the conclusion of the hearing. The decision shall be by majority of the committee members.
- 5) The procedure prior to and at the hearing shall be at the discretion of the committee chairman, including but not limited to the decision to conduct the hearing by telephone conference or in person. In establishing such procedures, the chairman shall take into account the amount of the fine involved and any other relevant considerations.
- 6) The committee shall not be bound by judicial rules governing the procedure or the admissibility of evidence, provided that the hearing is conducted in a fair manner with a reasonable opportunity for each party to submit evidence, address the committee and present his or its case.
- 7) In all appeals, ATP will appear and defend the finding of a violation, and shall have the burden of proving, by a preponderance of the evidence, that there has been a violation of the STARS Program.
- 8) The committee's decision shall be the full, final and complete disposition of the appeal and will be binding on all parties.
- 9) If the player's appeal is upheld, the Senior Vice President - Rules & Competition shall refund to the player the fine paid by the player in connection with this appeal.

### Q. Notice and Service

- 1) Any written communication to be sent to the ATP CEO or Senior Vice President - Rules & Competition should be addressed as follows, unless notice of change is subsequently published.

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ATP Members Fines Committee or SVP - Rules & Competition  
ATP Americas  
201 ATP Blvd  
Ponte Vedra Beach, FL 32082, USA  
Telephone: +1 904 285 8000

- 2) **Service.** Service to a player of any notice or other document shall be deemed completed if mailed to the player at his home address or other address designated by the player.

### 8.05 Player Major Offenses/Procedures

#### A. Offenses

##### 1) Aggravated Behavior

- a) No player, their coaches, Physiotherapist, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player ("Related Persons"), or any other person who receives accreditation at an Event at the request of the player or any other Related Person, at any ATP Tour or ATP Challenger Tour tournament shall engage in aggravated behavior which is defined as follows:
  - i) One or more incidents of behavior designated in this Code as constituting aggravated behavior.
  - ii) One incident of behavior that is flagrant and particularly injurious to the success of a tournament, or is singularly egregious, including the sale of credentials.
  - iii) A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute aggravated behavior, but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to ATP Tour or ATP Challenger Tour tournaments.
- b) Violation of this section shall subject a player to a fine up to \$100,000 or the amount of prize money won at the tournament, whichever is greater, and/or suspension from play in ATP Tour and ATP Challenger Tour tournaments or events for a minimum period of twenty-one (21) days and a maximum period of one (1) year. The suspension shall commence on the Monday after the expiration of the time within which an appeal may be filed, or, in the case of appeal, commencing on the Monday after a final decision on appeal. Violation of this Section by a Related Person may result in a maximum penalty of permanent revocation of accreditation and denial of access to all ATP Tour and ATP Challenger Tour Tournaments.

##### 2) Conduct Contrary to the Integrity of the Game

The favorable reputation of ATP, its tournaments and players is a valuable asset and creates tangible benefits for all ATP members. Accordingly, it is an obligation for ATP players and Related Persons, to refrain from engaging in conduct contrary to the integrity of the game of tennis.

- a) Conduct contrary to the integrity of the game shall include, but not be limited to, publicized comments that unreasonably attack or disparage any person or group of people, a tournament, sponsor, player, official or ATP. Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interests of

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a tournament, player, sponsor, official or ATP are expressly covered by this section.

- b) A player, or related person, that has at any time behaved in a manner severely damaging to the reputation of the sport, including submitting a falsified Covid-19 vaccination record, may be deemed by virtue of such behavior to have engaged in conduct contrary to the integrity of the Game of Tennis and be in violation of this Section.
- c) A player, or related person, convicted of a violation of a criminal or civil law of any jurisdiction may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the Game of Tennis.
- d) A player, or related person, charged with a violation of a criminal or civil law of any jurisdiction may be deemed by virtue of such charge to have engaged in conduct contrary to the integrity of the Game of Tennis and the ATP Members Fines Committee may provisionally suspend such player, or related person, from further participation in ATP tournaments pending a final determination of the criminal or civil proceeding.
- e) Violation of this section shall subject the player to a fine of up to \$250,000 and/or suspension from play in ATP Tour or ATP Challenger Tour tournaments for a period of up to three (3) years. Violation of this Section by a Related Person may result in a maximum penalty of permanent revocation of accreditation and denial of access to all ATP Tour and ATP Challenger Tour Tournaments.

### 3) Prohibited Promotional Fees

- a) ATP Tour 500 and 250 tournaments have the option to offer fees for promotional services. No other ATP Tour or ATP Challenger Tour tournament owner, operator, sponsor or agent is permitted to offer, give or pay money or anything of value, nor shall the tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or assure a player's competing in a tournament, other than prize money, unless authorized to do so by ATP.
- b) Violation of this section shall subject the player to a fine up to \$20,000 for ATP Challenger Tour tournaments, \$30,000 for ATP Tour 250 tournaments, \$40,000 for ATP Tour 500 tournaments, \$60,000 for ATP Tour Masters 1000 tournaments plus the amount of value of any such payment, and/or to suspensions from play in ATP Tour and ATP Challenger Tour tournaments for a period of up to three (3) years. The suspension shall begin on the Monday after the expiration of the time within which an appeal may be filed, or, in the case of appeal, commencing on the Monday after a final decision on appeal. The maximum fine will increase by one hundred percent (100%) for each consecutive violation during the same calendar year.
- c) If the ATP Members Fines Committee believes that a player may be violating this section, then upon demand, the player or his agent, must furnish or provide access to the ATP Members Fines Committee copies of all records relating to their participation in or, in the absence of such records, an affidavit setting forth the facts with respect to any transaction in question. In the event a player fails to provide the records or affidavit, the ATP Members Fines Committee may suspend him from participation in ATP Tour and ATP Challenger Tour tournaments pending compliance with such demand.

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### B. Procedures

#### 1) Determination and Penalty

The ATP Members Fines Committee shall conduct such investigation of an alleged player major offense as they, in their sole discretion, determine is appropriate and necessary. Upon completion of their investigation, the ATP Members Fines Committee shall determine whether a player major offense has occurred and, if so, shall fix a penalty to be imposed. A copy of the decision setting forth such penalty shall be promptly delivered to the player.

#### 2) Payment of Fines

The player shall pay all fines levied for player major offenses to ATP by delivery to the ATP Members Fines Committee within twenty-one (21) days after receiving written notice.

#### 3) Appeal

Any player who has received a penalty for a player major offense may, after paying all monetary fines, appeal such determination by filing a written notice with the ATP Senior Vice President - Rules & Competition within five (5) days (excluding weekends) of such player's receipt of notice of such determination. Upon receiving such notice of appeal, the ATP Senior Vice President - Rules & Competition or his designee shall set a date and place for the hearing.

#### 4) Hearing on Appeal

The ATP Senior Vice President - Rules & Competition or his designee shall conduct the hearing on appeal in accordance with the following:

- a) **Burden of Proof.** The ATP Members Fines Committee has the responsibility to prove the violation by a preponderance of the evidence.
- b) **Rules.** The ATP Senior Vice President - Rules & Competition or his designee must conduct the hearing in a fair and orderly manner with opportunity for each side to present its evidence as to the facts involved, and the player and his representative, if any, and the ATP Members Fines Committee are bound to cooperate fully to this end.
- c) **Statement of Position.** The ATP Senior Vice President - Rules & Competition or his designee may request the ATP Members Fines Committee and the player to state in writing their respective positions on the facts, the provision(s) of the Code allegedly violated and the penalty specified and file the same with the ATP Senior Vice President - Rules & Competition or his designee at least three (3) days prior to the hearing, with a copy to each other.
- d) **Presentation.** The ATP Members Fines Committee and the player may present evidence personally or through counsel. Each party shall have the right to present and to cross-examine witnesses, and to offer documentary evidence and testimony by affidavit or deposition. Except for purposes of rebuttal, documentary evidence and affidavits shall not be admissible unless a copy is submitted at least three (3) days prior to the hearing to the ATP Senior Vice President - Rules & Competition or his designee and to the other party. Should objection be made to the introduction of an affidavit, the ATP Senior Vice President - Rules & Competition or his designee may determine in his discretion that the interests of fairness require that the individual be produced to testify at the hearing, or alternatively, that such affidavit be excluded. In the case of the former, a reasonable continuance may be granted for production of such witness.

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- e) **Hearing.** The hearing shall be closed to the public. Once commenced, the hearing shall continue from day to day until concluded, unless the ATP Senior Vice President - Rules & Competition or his designee allows otherwise. Postponements, adjournments or any form of delay shall be permitted only in the case of documented emergency and at the sole discretion of the ATP Senior Vice President - Rules & Competition or his designee. Requests for postponement shall be submitted in writing to the ATP Senior Vice President - Rules & Competition or his designee.
  - f) **Record.** Each party shall have the right to have the hearing recorded or transcribed at its expense.
  - g) **Interpreter-Legal Advisor.** The ATP Senior Vice President - Rules & Competition or his designee may, at his discretion, make provisions for the presence of an interpreter and/or legal advisor for the hearing. The reasonable expenses of such interpreter or legal advisor shall be assumed by ATP pending the final decision of the ATP Senior Vice President - Rules & Competition or his designee and the taxing of costs as is provided in the decision on appeal.
- 5) Decision on Appeal**

As soon as practicable after the conclusion of the hearing on appeal, the ATP Senior Vice President - Rules & Competition or his designee shall render a written decision, which decision shall constitute the full, final and complete disposition of the issue and will be binding upon the player and upon all members of ATP. The ATP Senior Vice President - Rules & Competition or his designee may vacate, affirm or modify in whole or in part the penalty, but may not increase it. Notwithstanding the foregoing, the ATP Senior Vice President - Rules & Competition or his designee may tax the losing party, whether ATP or the player, all reasonable costs of the Appeal, including, but not limited to, the expenses and charges of the interpreter, legal advisor and any adverse witness required upon objection to testify concerning facts originally presented by way of affidavit. If the costs are taxed against a player, then they must be paid by the player to ATP by delivery to the ATP Members Fines Committee within (10) days after receipt of the decision of the ATP Senior Vice President - Rules & Competition or his designee.

### C. Suspensions and Collection of Fines

#### 1) Suspension - Weeks/Scope

Whenever any suspension is involved as a penalty for a violation of the Code, only weeks with ATP Tour or ATP Challenger Tour tournaments shall be included in the suspension period.

#### 2) Stay of Suspensions Pending Appeal

Whenever a player is suspended by ATP and an appeal either of right or discretionary review is filed, then the suspension shall be stayed pending the resolution of the appeal.

#### 3) Suspension for Non-Payment of Fines

If a fine is not paid in a timely fashion, ATP may suspend, pending payment, the party fined from further participation in any ATP Tour and ATP Challenger Tour tournament. In addition, ATP is authorized to collect all overdue fines along with costs, if any, by all reasonable means, including deduction of the fine from any subsequent winnings, or through legal proceedings. When a fine is deducted from prize money being paid in non-U.S. currency, the official ATP exchange rate shall be applicable to the payment of the fine, to the extent deducted.

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### **8.06 Tennis Anti-Corruption Program (“TACP”)**

Complete rules of the TACP can be found at <https://www.itia.tennis/tacp/rules>.

### **8.07 Final Dispute Resolution**

- A.** Any dispute between or among ATP, its Tournaments or its players (with the exception of any dispute relating to or arising out of a change in tournament class membership status) arising out of the application of any provision of this Rulebook which is not finally resolved by applicable provisions of the Rulebook shall be submitted exclusively to the Court of Arbitration for Sport (“CAS”) for final and binding arbitration in accordance with CAS’s Code of Sports-Related Arbitration. The decision of CAS in that arbitration shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal. Any request for CAS arbitration shall be filed with CAS within 21 days of any action by ATP which is the subject of the dispute.
- B.** In the event any provision of this rule is determined invalid or unenforceable, the remaining provisions shall not be affected. This rule shall not fail because any part of the rule is held invalid.

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#### 3.01 Composition of Commitment

Each tournament's financial commitment is composed of on-site prize money and tournament fee obligations unless otherwise approved by ATP.

#### 3.02 Currency

All references to money are expressed in United States Dollars (USD) and Euros (EUR), unless otherwise designated. Tournament fees, fines and other amounts payable to ATP are payable in USD or EUR.

#### 3.03 Default of Prize Money Payments

Any ATP Tour or ATP Challenger Tour tournament that defaults in payment of prize money, tournament fee or any other payments due to ATP may have its membership status (sanction status if ATP Challenger Tour tournament) changed subject to ATP Bylaws.

#### 3.04 Fee Obligation

A. ATP Tour and ATP Challenger Tour tournaments must pay to ATP as part of their total financial commitment the following fees based on prize money level and tournament classification, unless otherwise determined by ATP:

ATP Tour Masters 1000

- Service Fee
- Category Protection Fee
- Extra Week Fee

ATP Tour 500

- Service Fee
- Category Protection Fee

ATP Tour 250

- Service Fee

ATP Challenger Tour

- Tournament fees shall be 5% of total prize money.

B. All fees shall be due and payable as follows:

**1) ATP Masters 1000 and ATP 500 Tournaments:**

a) Six (6) months prior to the first day of the tournament, the Advance Fee is due:

ATP Tour Masters 1000	\$60,000/€51,000
ATP Tour 500	\$50,000/€42,500

b) On the first day of the tournament, the balance of unpaid fees is due and payable.

**2) ATP 250 Tournaments:**

On the first day of the tournament, the total fee is due and payable.

**3) ATP Challenger Tour Tournaments.** The full fee is due with the tournament application.

**4) Late Payments.** Fee payments not received by due dates are subject to an initial 2% late fee, followed by a subsequent 2% late fee every 30 days.



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#### 3.05 Fees/Other Payments

A. All fees and monies due to ATP are to be sent by wire in USD or EUR.

1) U.S. Dollar payment by wire

Bank: Wells Fargo Bank, NA  
420 Montgomery Street  
San Francisco, CA 94163  
United States of America  
Swift/BIC Code: WFBIUS6S  
Account Number: 2130600027348  
Routing Number (Domestic Banks): 121000248  
Beneficiary: ATP TOUR INC.  
Reference: Tournament Name & Invoice Number

2) Euro payment by wire

Bank: Wells Fargo Bank, NA - London  
One Plantation Place  
30 Fenchurch Street  
London, EC3M 3BD  
Swift/BIC Code: PNBPG2L  
IBAN: GB31 PNB2 1656 7121 4741 66  
Account: 21474166  
Beneficiary: ATP TOUR INC.  
Intermediary Bank: ING BELGIUM SA  
BBRUBEBB010  
Reference: Tournament Name & Invoice Number

B. Any amounts (e.g. player fines, non-member service fees, air-tickets) collected or owed by the tournament to ATP must be remitted to ATP.

#### 3.06 Insurance

A. Each ATP Tour and ATP Challenger Tour tournament shall obtain and maintain general liability insurance or the equivalent thereof, with an insurance carrier maintaining a financial rating of "A" by AM Best and acceptable to ATP.

- 1) Masters 1000 events shall maintain a minimum limit of \$10,000,000 USD.
- 2) ATP Tour 500 and ATP Tour 250 events shall maintain limits of not less than \$5,000,000 USD.
- 3) ATP Challenger Tour events offering prize money of \$100,000 and above shall maintain limits of not less than \$€1,000,000 in coverage.
- 4) ATP Challenger Tour events offering prize money less than \$100,000 shall maintain limits of not less than \$€500,000 in coverage.
- 5) The liability insurance shall include bodily injury and property damage liability, personal injury, participant legal liability, hired and non-owned auto and contractual liability coverage.
- 6) The tournament liability insurance shall name ATP Tour, Inc. (a United States Corporation), its director and officers, employees, agents as additional named insureds with respect to any claim or suits brought against ATP, its officials, employ-

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ees, agents, regardless of the court of jurisdiction, arising out of the negligence of the tennis tournament, its directors or representatives.

7) Coverage will include volunteers, on-court officials and ball persons as “named insureds” under the policy.

**B.** Each ATP Tour and ATP Challenger Tour tournament is responsible for determining whether applicable worker’s compensation statutes apply to injuries sustained by volunteers, sub-contractors, on-court officials or ball persons. In the absence of a worker’s compensation coverage requirement, it is recommended that the tournament purchase excess medical insurance for the event to provide medical payments coverage to injured volunteers, on-court officials or ball persons involved in the event.

**C.** All such insurance shall provide, not less than thirty (30) days, prior written notice to ATP of cancellation.

**D.** Each ATP Tour and ATP Challenger Tour tournament shall furnish to ATP no later than sixty (60) days prior to such tournament a certificate of insurance from such insurance carrier certifying compliance with the above requirements.

#### 3.07 Letter of Credit - New/Conditional Tournaments

Unless otherwise determined by ATP, each ATP Tour tournament with conditional membership status must submit to ATP within the time period required, an approved irrevocable Letter of Credit, in form and substance, satisfactory to ATP, from an ATP approved bank in the amount of the on-site prize money. Such Letter of Credit must have an expiration date no earlier than one (1) month after the last scheduled day of ATP event.

#### 3.08 Prize Money

**A.** All prize money due to ATP is to be sent by wire in USD or EUR.

1) U.S. Dollar payment by wire

Bank: BNP PARIBAS  
1 boulevard des Moulins  
98000 Monaco  
Swift/BIC Code: BNPAMCM1XXX  
IBAN Number: MC58 3000 4091 7000 0140 0573 253  
Account Number: 00014005732  
Beneficiary: ATP TOUR PRIZE MONEY  
201 ATP Tour Boulevard  
Ponte Vedra Beach, FL 32082

Intermediary Bank: BNP PARIBAS USA – NEW YORK  
787 Seventh Avenue  
New York, NY 10109  
Swift/BIC Code: BNPAUS3N

Reference: Tournament Name & Invoice Number

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#### 2) Euro payment by wire

Bank: BNP PARIBAS  
1 boulevard des Moulins  
98000 Monaco  
Swift/BIC Code: BNPAMCM1XXX  
IBAN Number: MC58 3000 4091 7000 0101 1541 076  
Account Number: 00010115410  
Beneficiary: ATP TOUR PRIZE MONEY  
201 ATP Tour Boulevard  
Ponte Vedra Beach, FL 32082  
Reference: Tournament Name & Invoice Number

#### B. General

##### 1) ATP Tour

- a) Prize money at all ATP Tour events shall be paid through ATP or its designated agent at the conclusion of the tournament, unless otherwise approved by ATP. Prize money shall be distributed based on breakdowns established by ATP. ATP must approve any changes in prize money, including from year to year.
- b) ATP must receive the electronically completed ATP prize money excel spreadsheet no later than the end of the business day on the Monday following the conclusion of the tournament. The spreadsheet must be emailed to [accounting@atptour.com](mailto:accounting@atptour.com).
- c) Tournaments are required to wire net prize money to the designated bank trust account to ensure receipt by the Wednesday following the conclusion of their respective events.

##### 2) ATP Challenger Tour

- a) Prize money at all ATP Challenger Tour events shall be paid through ATP or its designated agent at the conclusion of the tournament, unless otherwise approved by ATP.
  - b) ATP must receive 100% of the prize money as follows:
    - New applicants – prize money must be deposited in ATP account six (6) weeks prior to the first day of the tournament.
    - Existing Events – prize money must be deposited in ATP account four (4) weeks prior to the first day of the tournament.
  - c) ATP must receive the electronically completed ATP prize money excel spreadsheet no later than the end of the business day on the Monday following the conclusion of the tournament. Spreadsheet must be emailed to [accounting@atptour.com](mailto:accounting@atptour.com).
  - d) ATP reserves the right to seek assurances of a tournament's financial viability in the form of a letter of credit, advance payment of prize money or any other means ATP deems necessary.
- 3) Prize money shall be paid only for matches played. If a final cannot be played, then each finalist shall be paid runner-up prize money. For purposes of this section, a match is played when it is won as a result of a retirement, default, walkover or no show. (See "Exhibit K - Glossary" )

##### Singles:

- a) A player who withdraws prior to his first match from the singles qualifying (after the Friday 10AM freeze deadline) or from the main draw singles competition at an ATP Tour or ATP Challenger Tour event (after the start of the

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qualifying and prior to his first match) shall receive first round prize money (second round in the case of a Bye) if the following conditions are met:

- i) The player must be on-site at the time of the withdrawal and must be declared unfit to compete by the tournament doctor.
  - ii) Each player is limited to two (2) tournaments\*, non-consecutive, in a calendar year where he may receive prize money for the on-site withdrawal.
    - \* There are no limits to the number of events a player may receive prize money for the on-site withdrawal due to Covid-19 reasons as long as the events are not in back to back weeks.
  - iii) Players who have been out of competition due to long term injuries (30 days or more) and withdraw on-site become eligible for the provision to receive prize money only after they have returned to competition and competed in their first event.
  - iv) Players who have been out of competition, for any reason, 60 days or more and withdraw on-site become eligible for the provision to receive prize money only after they have returned to competition and competed in their first event.
- b) The Lucky Loser replacing a player who has withdrawn on-site shall receive qualifying prize money earned plus money earned in the main draw minus the prize money paid to the withdrawing player.

**Case:** *A player withdraws on-site from singles before his first singles match but is still in doubles. Is he eligible for first round prize money compensation if all other conditions are met?*

**Decision: Yes.** *The player may collect the on-site prize money if he is still competing in the doubles of that tournament as long as he receives medical clearance prior to the doubles match. The doubles match cannot be on the same day as his withdrawal or on the day of his scheduled singles match.*

**Case:** *A player withdraws from singles before his first singles match and collects on site prize money. Can he play a special event or another tennis event that week?*

**Decision: No.** *Once a player withdraws he cannot continue or participate in any other event that week; whether he collects the on-site prize money compensation or not.*

**Case:** *A player withdraws on site and collects prize money. Is he allowed to do the same at the next tournament he's entered in.*

**Decision: No.** *A player is not allowed to collect prize money when withdrawing on-site at two consecutive tournaments. A player must compete in a tournament where ATP points are awarded or Davis Cup or Olympics before being allowed to collect prize money at another event.*

**Case:** *A player withdraws on site and receives prize money at an ATP Challenger Tour tournament. Subsequently, he withdraws on site and receives prize money at an ATP Tour tournament. Is the player allowed to withdraw on site and receive prize money at another ATP Challenger Tour or ATP Tour tournament?*

**Decision: No.** *Once the player has withdrawn on site and received prize money at any two, non-consecutive ATP Tour or ATP Challenger Tour tournaments, he has used his 2 tournament limit for the year and is not eligible to receive prize money for any future on-site*

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*withdrawal at an ATP Tour or ATP Challenger Tour tournament in that calendar year.*

**Case:** *A player is out of competition for 30 days after retiring or withdrawing due to injury. Is he eligible to receive prize money if he withdraws on-site after being out the 30 consecutive days since his retirement/withdrawal?*

**Decision: No:** *The player is only eligible for the provision to receive prize money for an on-site withdrawal after he has returned to competition and competed in his first event.*

**Case:** *A player using a protected ranking for entry withdraws on site and collects prize money. Does this tournament count towards the total number of tournaments the player has used with his protected ranking?*

**Decision: Yes.**

**Case:** *If a player qualifies, accepts a special exempt or accepts a wild card and becomes a main draw player, can he receive on-site prize money if otherwise eligible?*

**Decision: Yes.** *Once he is accepted into the main draw as a qualifier, special exempt or wild card, he can receive on-site prize money compensation if otherwise eligible.*

**Case:** *A player who is not on-site withdraws after the 10 AM, Friday deadline and comes on-site to do promotional activity or to be medically examined (Challengers) in order to avoid the applicable penalties. Is he eligible for first round prize money compensation?*

**Decision: No.** *The player must be on-site at the time of the withdrawal in order to be eligible for first round prize money compensation under the rule.*

**Case:** *May a player who withdraws on-site and otherwise qualifies, decline the first round prize money?*

**Decision: Yes,** *the player may decline to accept the money and then it becomes a normal on-site withdrawal.*

**Case:** *A player is an on-site withdrawal and wants to wait to decide whether or not to accept the first round prize money if otherwise eligible. Is the player allowed to wait?*

**Decision: No.** *The player must declare his intent at the time of the on-site withdrawal.*

**Case:** *A main draw player that would have been seeded with a bye withdraws on-site after the Qualifying started but before the main draw was done. He is eligible for compensation. Does he get 1st or 2nd round PM compensation?*

**Decision:** *The player receives 1st round PM compensation. Seeding is not official until the draw is made.*

**Case:** *A main draw player withdraws late after the Qualifying has started and travels to the tournament site to perform Promotional Activities to avoid the LW fine. Is he eligible for prize money compensation?*

**Decision:** *The player is not eligible for compensation as he was not on-site when the withdrawal was done.*

**Case:** *During Qualifying, two players withdraw from the main draw*

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*list. One player was on-site and eligible for compensation while the other player was not on-site or otherwise ineligible to receive prize money. Neither player was seeded with a Bye. How is it decided what PM will the LL's be receiving?*

**Decision:**

**1.** *The lucky loser who was drawn as the number 1 LL is eligible to receive first round prize money or whatever money he earns in the main draw. He does not keep qualifying prize money.*

**2.** *The lucky loser who was drawn as number 2 LL receives qualifying money earned plus money earned in main draw, less the amount paid to the withdrawing player.*

**3.** *The same principle applies if there were more than two withdrawing players prior to the completion of the qualifying or the qualifiers being placed in the draw.*

**Case:** *A seeded main draw player with a Bye withdraws on-site after the Qualifying started, the main draw has been made and the player is eligible to collect 2nd round prize money compensation. The order of play for the first day has not been released and the next seeded player who did not receive a Bye moves into that position. How is the prize money distributed?*

**Decision:** *The seeded player moving to the bye position will receive first round prize money if he loses and first round prize money plus the difference between 2nd round and the round reached if he wins. The LL inserted in the draw receives qualifying prize money earned plus prize money earned in main draw less the 1st round prize money.*

**Case:** *Same situation as above, however the order of play for the first day has been released.*

**Decision:** *If a qualifier is drawn into the bye position he will receive first round prize money if he loses and first round prize money plus the difference between 2nd round and the round reached if he wins. The lucky loser who was drawn into the 1st round position receives qualifying prize money earned plus money earned in main draw, less the 1st round money paid to the qualifier drawn into the bye position.*

**Case:** *Two main draw players withdraw overnight after the Qualifying has finished. The Qualifiers were drawn into their respective positions in the draw. The Order of Play for the first day of main draw is released. One of the withdrawing players was seeded with a bye. The LL's are drawn into the vacant position in the draw. The second LL is drawn to replace the seeded player with the bye. How is the prize money decided if the withdrawing players have received compensation?*

**Decision:** *The LL's receive PM dependent on which player they were drawn to replace in the draw. This is a different procedure than the cases when the WD's happen before the Q is finished and the Q/LL's inserted into the draw.*

**Case:** *After the withdrawal deadline on Friday, two players/ teams withdraw from the Qualifying/Main Draw Doubles list. One player/ team was on-site and eligible for compensation while the other*

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*player/team was ineligible to receive prize money. How is it decided what PM the Alternates will be receiving?*

**Decision:**

1. *The highest ranked Alternate player/team who was accepted in the drawn is eligible to receive first round prize money or whatever money he/they earn in the tournament.*
2. *The second ranked Alternate player/team who was accepted in the draw will receive the prize money earned in the tournament, less the amount paid to the withdrawing player/team.*
3. *The same principle applies if there were more than two withdrawing players/teams eligible for substitution by Alternates in the singles qualifying/main draw doubles.*

**Doubles - Prior to First Match:**

A player/team accepted into the doubles main draw of an ATP Tour or ATP Challenger Tour event that withdraws prior to their first match from the main draw doubles after the doubles online on-site alternate deadline (Tour events) or the doubles on-site entry deadline (Challengers) for medical reasons shall receive first round prize money (second round in the case of a Bye) if the following conditions are met:

- a) The withdrawal was after the withdrawal deadline
- b) The withdrawing player (and his partner) must be on-site at the time of the withdrawal and the withdrawing player must be declared unfit to compete by the tournament doctor
- c) Both players used or could have used their doubles ranking for acceptance into the doubles draw.
- d) Players who have been out of competition due to long term injuries (30 days or more) and withdraw on-site become eligible for the provision to receive prize money only after they have returned to competition and competed in their first event.
- e) Players who have been out of competition, for any reason, 60 days or more and withdraw on-site become eligible for the provision to receive prize money only after they have returned to competition and competed in their first event.
- f) Each player is limited to two (2) tournaments\*, non-consecutive, in a calendar year where he may receive prize money for doubles on-site withdrawal.

\*There are no limits to the number of events a player may receive prize money for the on-site withdrawal due to Covid-19 reasons as long as the events are not in back to back weeks.

The alternate team replacing a team withdrawn on-site shall receive money earned in the main draw minus the prize money paid to the withdrawing player/team.

**Doubles - After First Round:**

Should a doubles match in an ATP Tour or ATP Challenger Tour event be uncontested\* or fail to be completed, the losing team shall only receive points and prize money from the previous round unless one of the following exceptions is applicable:

- \* A team withdrawing from the first round will not receive prize money whether there is or is not an alternate/lucky loser team, except if the team qualifies for compensation as defined above.

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- a) Neither player was in the singles main draw;
- b) Both players used, or could have used\*\*, their doubles ranking for entry into the doubles draw (does not apply to wild card teams).
- c) The retiring/withdrawing player is still in the singles competition and at the time of the medical examination is declared unfit to play in the singles of that event or, if no longer involved in the singles competition of that event, is forced to withdraw from the singles or doubles\*\*\* of the next tournament in which he is entered.
  - i) For ATP Tour events if the retiring/withdrawing player was not in the singles draw of that event and is forced to withdraw from the next event in which he is accepted in the main draw (singles or doubles).
  - ii) For ATP Challenger events if the retiring/withdrawing player was not in the singles draw of that event and is forced to withdraw from the following week's event (single or doubles) after the withdrawal deadline.
- d) The retiring/withdrawing player was not involved in the singles draw of that event and:
  - i) For ATP Tour events is forced to withdraw from the next event in which he is entered (singles or doubles).
  - ii) For ATP Challenger events is forced to withdraw from the following week's event (singles or doubles\*\*\*).
- e) The retiring/withdrawing player had withdrawn/retired from his singles match, which was scheduled the same day; or, if the doubles match is scheduled for a following day the player is examined by the tournament Doctor and is declared unfit for competition in the doubles event.

\*\* Example: Player A is not in the singles draw and his doubles ranking is 20; his partner, Player B, is in the singles draw with a ranking of 15. Player B's doubles ranking is 30. The cutoff for their method of entry is 60. Using player B's doubles ranking would have kept them as a direct acceptance so they qualify for exception b) above.

\*\*\* For ATP Challenger events the withdrawal for doubles must be after the withdrawal deadline.

- 4) A player who receives a "bye" and loses in the second round shall receive second round loser's prize money.
- 5) Players affected by the entries or seedings not in accordance with ATP Rules and Regulations shall not be entitled to compensation. Such entry or seeding variances shall be resolved at the sole discretion of the Senior Vice President - Rules & Competition.
- 6) A tournament must send to ATP any prize money not paid to a player who is defaulted for improper conduct.

#### 3.09 On-Site Prize Money

Each ATP Tour and ATP Challenger Tour tournament is required to offer and pay as part of its financial commitment the on-site prize money shown in "Exhibit J" plus hotel accommodations, unless otherwise determined by ATP. The minimum prize money for ATP Challenger Tour Tournaments is \$41,000/€36,900.



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#### A. ATP Tour Tournaments

Prize money and fee payments by all ATP Tour level tournaments shall be determined as follows:

- 1) **U.S. Tournaments:** All prize money, fees etc. must be paid in USD.
- 2) **European Region Tournaments:** All prize money, fees etc. must be paid in EUR.
- 3) **All Other Tournaments:** All prize money, fees etc. must be paid in USD. Any change from USD payment must be approved by the ATP Board.

#### B. ATP Challenger Tour Tournaments

Prize money and fee payments by all ATP Challenger Tour tournaments shall be determined as follows:

- 1) **U.S. Challengers:** All prize money and fees must be paid in USD.
- 2) **European Region Challengers:** All prize money and fees must be paid in EUR.
- 3) **All Other ATP Challenger Tour Events:** Prize money and fees must be paid in USD.

### 3.11 On-Site Prize Money Adjustment

#### A. Exchange Rate Adjustment Rule

There will be no prize money adjustment for tournaments in the U.S. and tournaments in ATP's European Group, except for those in non-euro based countries. For all other tournaments, the on-site prize money will be increased or decreased from approved prize money levels when there are significant exchange rate changes between USD or EUR / local currency. The amount of the prize money adjustment shall be determined as follows:

- 1) As of March 31, June 30, September 30 and December 31 of each year, ATP will compare the current market exchange (ratio of local currency to USD or EUR) with the 5-year average of the same currency exchange rate for each non-U.S./ non-European group and calculate the change between the current rate and average rate as a percentage of the average rate. Prize money amounts for tournaments in countries where more than a 10% change occurs will be adjusted by one-half of the percentage change subject to a maximum adjustment of 15%.

The calculations will apply to tournaments in the following year on the dates as follows:

- a) March 31 calculation-tournaments that begin from January 1 through March 31
  - b) June 30 calculation-tournaments that begin from April 1 through June 30
  - c) September 30 calculation-tournaments that begin from July 1 through September 30
  - d) December 31 calculation-tournaments that begin from October 1 through December 31
- 2) Pepperstone ATP Rankings points will be based on approved prize money levels prior to any adjustment pursuant to this section. This section will not apply to tournaments in countries where currencies are not actively traded.

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- 3) The Exchange Rate Adjustment rule will not apply to: new ATP Tour tournaments who have run their event for less than 5 years, existing tournaments that relocate to a country with different currency for the first 5 years in the new location, existing tournaments who previously elected to opt out of this rule and ATP Challenger Tour events. New ATP tournaments may not opt out of this rule.

#### 3.12 Late Payment

Prize money payments not received by the due dates specified herein are subject to an initial 2% late fee, followed by a subsequent 2% late fee every 30 days.

#### 3.13 Taxes-Notice of Withholdings

Each ATP Tour and ATP Challenger Tour tournament is required to give at least ninety (90) days notice to ATP of the percentage of the applicable player income tax deduction. No other tax deduction(s) will be permitted from the on-site prize money paid to a player. Tournaments are responsible for any additional taxes imposed. Each tournament is responsible for withholding required income taxes from each player's prize money payment and remitting such amounts to the applicable taxing authorities on a timely basis.

#### 3.14 Withholding From Prize Money

- A. Each ATP Tour and ATP Challenger Tour tournament shall withhold from prize money only a player's applicable income tax deduction, non-member service fee, fines, advances and other ATP designated expenses.
- B. Each ATP Tour and ATP Challenger Tour tournament shall document the player income tax deduction, if any, and provide players on-site with a withholding income tax receipt.
- C. When a fine is deducted from a player's prize money paid in a currency other than the assessed currency, the exchange rate used (on the day the fine is deducted) by ATP Tour and ATP Challenger Tour tournament for the payment of prize money shall be applicable to the payment of the fine.

#### 3.15 Prizes and Non-Cash Awards

- A. In addition to on-site prize money, each ATP Tour tournament may give to each singles and doubles winner during the on-site awards presentation one (1) non-cash award or prize plus a trophy. Non-cash awards or prizes valued over \$5,000 must be approved by the ATP CEO no later than forty-two (42) days prior to the tournament and can be offered for results in that tournament only.
- B. All non-cash awards or prizes must be the product of, or service provided by, a principal tournament sponsor.
- C. Pre-existing tournament sponsorship agreements made before 1993 for non-cash awards or prizes are exempt until the expiration of such agreements. The tournament must notify the appropriate ATP Regional Office of such non-cash awards or prizes forty-two (42) days prior to the tournament.

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D. Tournaments may not pay travel expenses without special written permission from ATP.

#### 3.16 Release from Financial Commitment

A. Each ATP Tour tournament is required to pay its financial commitment for each calendar year tournament.

B. No refund shall be made for any sums paid whether or not the event is actually held, unless ATP in its sole discretion determines that extraordinary circumstances exist justifying such action.

#### 3.17 ATP Masters 1000 Tournament Financial Information

A. Each Masters 1000 tournament member is required to annually submit to the M1000 PM Committee Auditor an independently audited tournament income statement and related footnotes, along with other information as requested by the M1000 PM Committee and the M1000 PM Committee Auditor. This income statement must be a complete and accurate determination of actual net income and net income before income taxes. In connection with the foregoing, each Masters 1000 tournament member shall provide its full cooperation to the M1000 PM Committee Auditor, who will examine and verify the accuracy of such information.

B. The following terms shall have the meanings set forth below:

**“M1000 Prize Money Committee (M1000 PM Committee)”** means the committee appointed by the ATP Board of Directors and authorized to act in accordance with this rule, which shall be comprised of the ATP Chairman or his designee, an M1000 Independent Member (as defined below) and an equal number of tournament and player representatives, with only one (1) tournament representative and one (1) player representative serving on such M1000 PM Committee being designated by the class of ATP Board Directors that appointed such representatives with the right to vote on any M1000 PM Committee matters, regardless of the number of tournament and player representatives appointed to serve on the M1000 PM Committee. The player representative and the tournament representative designated with the right to vote on M1000 PM Committee matters shall be collectively referred to herein as the “M1000 Voting Members”. If appointed voting member is unable to attend meeting, provided that proper notice has taken place for such meeting, voting member is allowed to grant his/her vote by proxy to another committee member.

**“M1000 PM Committee Auditor”** means an independent accounting firm appointed by the M1000 PM Committee to (i) receive and evaluate each tournament member’s M1000 Submissions and tournament financials, (ii) perform agreed upon procedures regarding financial information included in each M1000 Submission, and (iii) prepare reports to be provided to the M1000 PM Committee and to the ATP Board of Directors in accordance with this rule summarizing the M1000 Submissions. The M1000 PM Committee Auditor will also act as advisor to the M1000 PM Committee on financial and accounting related matters and GAAP reporting issues and questions. The M1000 PM Committee Auditor will be instructed not to provide to any party, including the M1000 PM Committee, any of its members, the ATP Board of Directors, ATP or its staff, except for the M1000 Player Auditor, the ATP Chairman, CEO and CFO, individual tournament information or any information that could reasonably lead to the

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calculation of individual tournament information and the matching of the information to a particular tournament. The M1000 PM Committee Auditor will be required to execute and deliver to the M1000 PM Committee a statement of confidentiality and non-disclosure prohibiting the M1000 PM Committee Auditor from making any such disclosure.

**“M1000 Independent Auditor”** means a highly qualified independent certified public accounting firm selected by each 1000 tournament member and approved by ATP to perform a full scope independent audit of the M1000 Tournament Income Statement and perform certain other agreed upon procedures and to provide results of such procedures to the M1000 PM Committee Auditor.

**“M1000 Independent Member”** means the independent member of the M1000 PM Committee appointed by the ATP Board of Directors by the affirmative vote of a super majority vote of the Board to serve on the M1000 PM Committee for a 3-year term. The Independent Member will serve as Chair of M1000 PM Committee. The Independent Member is subject to removal at any time by the ATP Board of Directors by the affirmative vote of a super majority vote of the Board.

**“M1000 Player Auditor”** means an independent certified public accountant and/or financial advisor selected by the player member(s) of the M1000 PM Committee and approved by the M1000 PM Committee in accordance with Section C below, who meets the appropriate level of expertise and experience to evaluate the accuracy of the M1000 Submissions. The M1000 Player Auditor will act as advisor to the player member(s) of M1000 PM Committee. The M1000 Player Auditor may also review items and information related to the application of the Masters 1000 Player Compensation Rule to the extent requested by the player member(s) of the M1000 PM Committee and shall provide comfort to such member(s) as to the accuracy of the M1000 Submissions to confirm the reasonableness of the M1000 PM Committee Auditor's evaluation thereof. M1000 Player Auditor will be instructed not to provide to any party, including the M1000 PM Committee, any of its members, ATP or its staff, except for the ATP Chairman, CEO and CFO, individual tournament information or any information that could reasonably lead to the calculation of individual tournament information and the matching of the information to a particular tournament. The M1000 Player Auditor will be required to execute and deliver to the M1000 PM Committee a statement of confidentiality and non-disclosure prohibiting the M1000 Player Auditor from making any such disclosure.

**“Related Party”** means a person or company that has control, joint control or significant influence over the tournament or a tournament entity, either by ownership, by agreement, or by power to manage, govern or influence the tournament's finances and/or operations. Also, a person or company is considered to be a related party to the tournament if the tournament has control, joint control or significant influence over the person or company, either by ownership, by agreement, or by power to manage, govern or influence the person or company's finances and/or operations.

**“M1000 Submission”** means the prescribed, mandatory annual financial information report required to be submitted to the M1000 PM Committee Auditor by each Masters 1000 tournament member (or its M1000 Independent Auditor) hereunder, which, for the avoidance of doubt, shall include a M1000 Tournament Income Statement and further information reasonably requested by the M1000 PM Committee Auditor similar in detail to the previous Tournament Financial Review process, but also

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including full disclosure and armslength fair valuation of related party transactions for both income and expenses and owner transactions. M1000 Submission must reconcile (with a schedule and explanation of any reconciling differences provided) to the audited M1000 Tournament Income Statement. M1000 Submission may also include any other information reasonably requested by the

M1000 PM Committee. The M1000 Submission must be completed in full as determined by the M1000 PM Committee Auditor to be considered in compliance with this rule.

**“M1000 Tournament Income Statement”** means the independently audited income statement which includes all revenues, costs and expenses and provides both net income and net income before income taxes related to the tournament. Such M1000 Tournament Income Statement will be reported in accordance with Generally Accepted Accounting Principles in the United States (“US GAAP”), the International Financial Reporting Standards (“IFRS”) for small and medium size businesses or the applicable General Accepted Accounting Principles (“local GAAP”) in the country in which the tournament operates. These reporting standards must be consistently applied over a period of five years at least. Each M1000 Tournament Income Statement shall include all revenues, costs and expenses related to the tournament’s event operations regardless of which entity affiliated with the tournament event receives, or accounts for, such revenues, costs or expenses or which jurisdiction such items are reported. All such amounts shall be reported in the tournament’s domestic reporting currency. The M1000 PM Committee has the authority to create additional rules for such reporting. Consistent with local GAAP, US GAAP and IFRS, tournaments will report estimated revenues, costs and expenses where final amounts are not determinable by the deadline for completing the M1000 Submission. Subsequent adjustments of these estimates to actual will be included in the M1000 Tournament Income Statement in the subsequent M1000 Submission when such final amounts are known.

C. The M1000 PM Committee will administer, implement and enforce this rule, including, but not limited to (i) determining procedures for audits for purposes of financial disclosures in accordance with the terms of this rule; (ii) determining the process of receiving financial information from tournament members and audits with respect to such information (iii) evaluating and resolving questions and issues that may arise in respect of any audit, M1000 Submission or violation of this rule; (iv) enforcing this rule pursuant to Section G below; and (v) implementing any other aspect of this rule. All actions, approvals and determinations of the M1000 PM Committee shall require a unanimous vote of the M1000 Voting Members, unless otherwise expressly provided in this rule (including as set forth in Sections D, E, F and G). The ATP Chairman shall have no right to vote on M1000 PM Committee matters; provided, however, that in the event that the M1000 Voting Members are unable to unanimously agree on the appointment of the M1000 Player Auditor, the ATP Chairman acting reasonably shall have the right to vote on whether approval of the proposed M1000 Player Auditor should be granted. If any such vote by the ATP Chairman occurs and the ATP Chairman votes against the approval of any proposed M1000 Player Auditor, then the ATP Chairman will provide a brief description of his or her reason for such decision to the M1000 PM Committee. The M1000 PM Committee will meet regularly as deemed necessary by the M1000 PM Committee to properly administer, implement and enforce this rule. The ATP Board of Directors will make reasonable and adequate

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funding available to enable to the M1000 PM Committee to administer, implement and enforce this rule in accordance with the terms herein.

- D. Each Masters 1000 tournament member is required to provide a complete and accurate M1000 Submission annually to the M1000 PM Committee Auditor no later than 120 days following the conclusion of tournament's fiscal year-end. Each M1000 Submission must be certified by the applicable tournament member as complete and accurate and in compliance with this rule in all material respects.
- E. Each year, the M1000 PM Committee Auditor will perform agreed upon audit procedures (as directed by the M1000 PM Committee) of each tournament member M1000 Submission, and report to the M1000 PM Committee any issues that it may identify as a result of these procedures for which the M1000 PM Committee Auditor is unable to resolve with the respective tournament. Once this process is complete, the M1000 PM Committee Auditor will provide the results of its procedures and the supporting audit work papers to the M1000 Player Auditor. Such information will be provided to the M1000 Player Auditor without identifying individual tournament names. The M1000 Player Auditor will undertake a review of the provided information and results. After completing this review, if the M1000 Player Auditor has any outstanding issues or questions, the M1000 Player Auditor will work with the M1000 PM Committee Auditor to resolve such issues and questions. In the event that the M1000 PM Committee Auditor and the M1000 Player Auditor are unable to resolve any such issues or questions, the M1000 PM Committee Auditor and the M1000 Player Auditor will inform the M1000 PM Committee and may jointly conduct an on-site audit at the offices of the relevant tournament or Related Party to review and evaluate the books and records of such tournament or Related Party that are reasonably necessary to resolve such issue or question; provided, that any such joint on-site audit must be conducted during regular business hours. If after any joint on-site audit, the M1000 PM Committee Auditor and the M1000 Player Auditor are still unable to resolve any such issues or questions (or in the event the M1000 PM Committee Auditor and the M1000 Player Auditor elect not to conduct an on-site audit and such issues or questions remain), the M1000 PM Committee Auditor and the M1000 Player Auditor will inform the M1000 PM Committee and the M1000 PM Committee will evaluate the information presented and make a determination on the issue(s) or question(s), and then issue a determination as to whether the unresolved issue(s) or question(s) is due to an act or omission of a tournament member. In the event that the M1000 Voting Members are unable to unanimously agree on such determination, then the M1000 Independent Member will make such determination in his or her sole discretion. If it is determined that the unresolved issue(s) or questions(s) are due to an act or omission of a tournament member, then the M1000 PM Committee will determine the implications for the purpose of the prize money formula calculation and/or that tournament may be subject to a fine pursuant to Section G below.
- F. Any tournament member that (i) fails to provide a M1000 Submission to the M1000 PM Committee Auditor as required under this rule (including with respect to the timing, accuracy and/ or completeness thereof), (ii) submits a report or document that contains a material misstatement or omits material information, (iii) does not fully cooperate with the M1000 PM Committee Auditor and M1000 Player Auditor as required hereunder, or (iv) otherwise fails to comply with this rule, may request from the M1000 PM Committee a 10 day extension in order to comply with its submission failure. Following any such extension the tournament in each case, may be subject to a fine in a maximum amount of \$250,000. This maximum fine amount will increase by

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100% for each consecutive year submission failure by a tournament. The M1000 PM Committee shall evaluate the circumstances that led to the failure of such tournament member to comply with the terms of this rule and assess an appropriate fine taking into consideration the guidelines set forth in Section G below or as otherwise provided by the ATP Board of Directors from time to time. For clarity, any such guidelines will be for guidance purposes only and the M1000 PM Committee will have the right to determine an appropriate fine in its sole discretion. In the event that the M1000 Voting Members are unable to unanimously agree on a fine, the M1000 Independent Member will make such determination in his or her sole discretion taking into account the circumstances that led to the failure of the tournament member to comply with the terms of this rule. All fines assessed under this rule will be contributed to player programs as determined by the Player Board Representatives.

G. The following guidelines are fines that may be imposed for violations of this rule (subject to the discretion of M1000 PM Committee as set forth in this rule):

Violation	Fine*
Failure to meet 120-day deadline to provide a M1000 Submission in accordance with this rule	\$20,000
Prolonged failure to meet 120-day deadline to provide a M1000 Submission in accordance with this rule (over a month late)	\$60,000
M1000 Submission contains a material misstatement or material omission of information	\$60,000 (up to a maximum of \$250,000)
Willful non-compliance with this rule (e.g., failure to provide a M1000 Submission)	Up to a maximum of \$250,000

\* Specific amounts should depend on the severity of the violation and issue(s) presented.

#### 3.18 ATP Tournament 500 Financial Information

A. Each ATP 500 tournament member is required to annually submit to the 500 PM Committee Auditor an independently audited tournament income statement and related footnotes, along with other information as requested by the 500 PM Committee and the 500 PM Committee Auditor. This income statement must be a complete and accurate determination of actual net income and net income before income taxes. In connection with the foregoing, each 500 tournament member shall provide its full cooperation to the 500 PM Committee Auditor, who will examine and verify the accuracy of such information.

B. The following terms shall have the meanings set forth below:

**“500 Prize Money Committee (500 PM Committee)”** means the committee appointed by the ATP Board of Directors and authorized to act in accordance with this rule, which shall be comprised of the ATP Chairman or his designee, a 500 Independent Member (as defined below) and an equal number of tournament and player

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representatives, with only one (1) tournament representative and one (1) player representative serving on such 500 PM Committee being designated by the class of ATP Board Directors that appointed such representatives with the right to vote on any 500 PM Committee matters, regardless of the number of tournament and player representatives appointed to serve on the 500 PM Committee. The player representative and the tournament representative designated with the right to vote on 500 PM Committee matters shall be collectively referred to herein as the “500 Voting Members”. If appointed voting member is unable to attend meeting, provided that proper notice has taken place for such meeting, voting member is allowed to grant his/her vote by proxy to another committee member.

**“500 PM Committee Auditor”** means an independent accounting firm appointed by the 500 PM Committee to (i) receive and evaluate each tournament member’s 500 Submissions and tournament financials, (ii) perform agreed upon procedures regarding financial information included in each 500 Submission, and (iii) prepare reports to be provided to the 500 PM Committee and to the ATP Board of Directors in accordance with this rule summarizing the 500 Submissions. The 500 PM Committee Auditor will also act as advisor to the 500 PM Committee on financial and accounting related matters and GAAP reporting issues and questions. The 500 PM Committee Auditor will be instructed not to provide to any party, including the 500 PM Committee, any of its members, the ATP Board of Directors, ATP or its staff, except for the 500 Player Auditor, the ATP Chairman, CEO and CFO (or their respective reasonably appointed designees), individual tournament information or any information that could reasonably lead to the calculation of individual tournament information and the matching of the information to a particular tournament. The 500 PM Committee Auditor will be required to execute and deliver to the 500 PM Committee a statement of confidentiality and non-disclosure prohibiting the 500 PM Committee Auditor from making any such disclosure. Notwithstanding the foregoing, the 500 PM Committee Auditor, the 500 Player Auditor, the ATP Chairman, CEO and CFO (or their respective reasonably appointed designees) may share individual tournament information or documentation across the 500 category tournament members in an anonymized fashion.

**“500 Independent Auditor”** means a highly qualified independent certified public accounting firm selected by each 500 tournament member and approved by ATP to perform a full scope independent audit of the 500 Tournament Income Statement and perform certain other agreed upon procedures and to provide results of such procedures to the 500 PM Committee Auditor.

**“500 Independent Member”** means the independent member of the 500 PM Committee appointed by the ATP Board of Directors by the affirmative vote of a super majority vote of the Board to serve on the 500 PM Committee for a 3-year term. The Independent Member is subject to removal at any time by the ATP Board of Directors by the affirmative vote of a super majority vote of the Board.

**“500 Player Auditor”** means an independent certified public accountant and/or financial advisor selected by the player member(s) of the 500 PM Committee and approved by the 500 PM Committee in accordance with Section C below, who meets the appropriate level of expertise and experience to evaluate the accuracy of the 500 Submissions. The 500 Player Auditor will act as advisor to the player member(s) of 500 PM Committee. The 500 Player Auditor may also review items and information related to the application of the 500 Prize Money Formula Rule to the extent request-



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ed by the player member(s) of the 500 PM Committee and shall provide comfort to such member(s) as to the accuracy of the 500 Submissions to confirm the reasonableness of the 500 PM Committee Auditor's evaluation thereof. 500 Player Auditor will be instructed not to provide to any party, including the 500 PM Committee, any of its members, ATP or its staff, except for the ATP Chairman, CEO and CFO (or their respective reasonably appointed designees), individual tournament information or any information that could reasonably lead to the calculation of individual tournament information and the matching of the information to a particular tournament. The 500 Player Auditor will be required to execute and deliver to the 500 PM Committee a statement of confidentiality and non-disclosure prohibiting the 500 Player Auditor from making any such disclosure.

**"Gross Revenues"** means the total amount of gross revenues related to a tournament determined on the basis of local GAAP, US GAAP or the IFRS (depending on the applicable accounting rules in the country in which the tournament operates), in each case, as in effect on such date of determination and consistently applied, which shall include all revenues related to the tournament's operations regardless of which entity affiliated with the tournament receives, or accounts for, such revenues or in which jurisdiction such revenues are reported. All such revenues shall be reported in the tournament's domestic reporting currency. For men's and women's combined tournaments, total Gross Revenues should be broken out by tournament and categorized by those identifiable only to the men's tournament, those identifiable only to the women's tournament, and all other revenues. The 500 PM Committee has the power to create additional rules for reporting Gross Revenues. Consistent with local GAAP, US GAAP and IFRS, tournaments will report estimated revenues for those revenue sources where final revenue amounts are not determinable by the deadline for completing the 500 Submission. Subsequent adjustments of these estimates to actual will be included in Gross Revenues in the subsequent 500 Submission when such final revenue amounts are known.

**"Barter"** a description of each Barter transaction must be included as part of each 500 Submission. Barter transactions as defined below for each revenue category are required to be included in Gross Revenues. Barter for this purpose is non-cash transactions (for example advertising) where value is exchanged (for example, when cars are provided as part of a car sponsor deal the value of the cars provided must be included in sponsor revenues. Another example is tickets given to a local club or charity for no consideration would not be valued or included in ticketing revenues). Barter valuations should be in accordance with local GAAP, US GAAP or IFRS applicable to each tournament. The 500 PM Committee will work with the 500 PM Committee Auditor and include a comprehensive definition of barter transactions and their valuation for Gross Revenue purposes and include such comprehensive definition as part of the 500 Submission.

The following Barter transactions are excluded from Gross Revenues:

- (a) Media commitments for promotional time or space that are not for resale and are used solely (i) to promote the tournament, (ii) to promote the ATP or any related event or activity of the tournament that generates Gross Revenues, (iii) to promote charitable or not for profit organizations or agencies that are unrelated to the tournament or tournament affiliates, or (iv) for public service announcements.
- (b) Any barter transaction that is both used to satisfy tournament standards and is for the direct benefit of the players. Such direct player benefits include, but are

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not limited to, hotel accommodations; player transportation, player food, meals and beverages; lounge for players; internet access for players; and gifting and on-court supplies for players.

- (c) De Minimus barter transactions are defined as individual transactions with valuations under \$20,000 for 500 tournaments. De Minimus transactions are not required to be reported individually in the 500 Submission as long as the total of such individual transactions is 5% or less of Gross Revenues. In the event such total exceeds 5% of Gross Revenues, tournaments must individually report the highest valued barter transactions included in the total such that the total excluding those transactions is 5% or less of Gross Revenues. A summary written description of each De Minimus transaction is required to be included in the Submission.

**“500 Submission”** means the prescribed, mandatory annual financial information report required to be submitted to the 500 PM Committee Auditor by each 500 tournament member (or its 500 Independent Auditor) hereunder, which, for the avoidance of doubt, shall include a 500 Tournament Income Statement and further information reasonably requested by the 500 PM Committee Auditor similar in detail to the previous Tournament Financial Review process, but also including full disclosure and arms-length fair valuation of related party transactions for both income and expenses and owner transactions. 500 Submission must reconcile (with a schedule and explanation of any reconciling differences provided) to the audited 500 Tournament Income Statement. 500 Submission may also include any other information reasonably requested by the 500 PM Committee. The 500 Submission must be completed in full as determined by the 500 PM Committee Auditor to be considered in compliance with this rule.

**“500 Tournament Income Statement”** means the independently audited income statement which includes all revenues, costs and expenses and provides both net income and net income before income taxes related to the tournament. Such 500 Tournament Income Statement will be reported in accordance with local GAAP, US GAAP, the IFRS for small and medium size businesses, in each case consistently applied. Each 500 Tournament Income Statement shall include all revenues, costs and expenses related to the tournament’s event operations regardless of which entity affiliated with the tournament event receives, or accounts for, such revenues, costs or expenses or which jurisdiction such items are reported. All such amounts shall be reported in the tournament’s domestic reporting currency. The 500 PM Committee has the authority to create additional rules for such reporting. Consistent with both GAAP, the IFRS for small and medium size businesses, or Local GAAP, tournaments will report estimated revenues, costs and expenses where final amounts are not determinable by the deadline for completing the 500 Submission. Subsequent adjustments of these estimates to actual will be included in the 500 Tournament Income Statement in the subsequent 500 Submission when such final amounts are known.

- C. The 500 PM Committee will administer, implement and enforce this rule, but not limited to (i) determining procedures for audits for purposes of financial disclosures in accordance with the terms of this rule; (ii) determining the process of receiving financial information from tournament members and audits with respect to such information (iii) evaluating and resolving questions and issues that may arise in respect of any audit, 500 Submission or violation of this rule; (iv) enforcing this rule pursuant to Section G below; and (v) implementing any other aspect of this rule. All actions,

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approvals and determinations of the 500 PM Committee shall require a unanimous vote of the 500 Voting Members, unless otherwise expressly provided in this rule (including as set forth in Sections D, E, F and G). The ATP Chairman shall have no right to vote on 500 PM Committee matters; provided, however, that in the event that the 500 Voting Members are unable to unanimously agree on the appointment of the 500 Player Auditor, the ATP Chairman acting reasonably shall have the right to vote on whether approval of the proposed 500 Player Auditor should be granted. If any such vote by the ATP Chairman occurs and the ATP Chairman votes against the approval of any proposed 500 Player Auditor, then the ATP Chairman will provide a brief description of his or her reason for such decision to the 500 PM Committee. The 500 PM Committee will meet regularly as deemed necessary by the 500 PM Committee to properly administer, implement and enforce this rule. The ATP Board of Directors will make reasonable and adequate funding available to enable the 500 PM Committee to administer, implement and enforce this rule in accordance with the terms herein.

- D.** Each 500 tournament member is required to provide a complete and accurate 500 Submission annually to the 500 PM Committee Auditor no later than 120 days following the conclusion of its tournament for such year. Independently audited financial information is to be provided no later than 120 days following the conclusion of tournament's fiscal year-end. Each 500 Submission must be certified by the applicable tournament member as complete and accurate and in compliance with this rule in all material respects.
- E.** Each year, the 500 PM Committee Auditor will perform agreed upon audit procedures (as directed by the 500 PM Committee) of each tournament member 500 Submission, and report to the 500 PM Committee any issues that it may identify as a result of these procedures for which the 500 PM Committee Auditor is unable to resolve with the respective tournament. Once this process is complete, the 500 PM Committee Auditor will provide the results of its procedures and the supporting audit work papers to the 500 Player Auditor. Such information will be provided to the 500 Player Auditor without identifying individual tournament names. The 500 Player Auditor will undertake a review of the provided information and results. After completing this review, if the 500 Player Auditor has any outstanding issues or questions, the 500 Player Auditor will work with the 500 PM Committee Auditor to resolve such issues and questions. In the event that the 500 PM Committee Auditor and the 500 Player Auditor are unable to resolve any such issues or questions, the 500 PM Committee Auditor and the 500 Player Auditor will inform the 500 PM Committee and may jointly conduct an on-site audit at the offices of the relevant tournament or Related Party to review and evaluate the books and records of such tournament or Related Party that are reasonably necessary to resolve such issue or question; provided, that any such joint on-site audit must be conducted during regular business hours. If after any joint on-site audit, the 500 PM Committee Auditor and the 500 Player Auditor are still unable to resolve any such issues or questions (or in the event the 500 PM Committee Auditor and the 500 Player Auditor elect not to conduct an on-site audit and such issues or questions remain), the 500 PM Committee Auditor and the 500 Player Auditor will inform the 500 PM Committee and the 500 PM Committee will evaluate the information presented and make a determination on the issue(s) or question(s), and then issue a determination as to whether the unresolved issue(s) or question(s) is due to an act or omission of a tournament member. In the event that the 500 Voting Members are unable to unanimously agree on such determination, then the 500

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Independent Member will make such determination in his or her sole discretion. If it is determined that the unresolved issue(s) or questions(s) are due to an act or omission of a tournament member, then the 500 PM Committee will determine the implications for the purpose of the prize money formula calculation and/or that tournament may be subject to a fine pursuant to Section G below.

- F.** Any tournament member that (i) fails to provide a 500 Submission to the 500 PM Committee Auditor as required under this rule (including with respect to the timing, accuracy and/ or completeness thereof), (ii) submits a report or document that contains a material misstatement or omits material information, (iii) does not fully cooperate with the 500 PM Committee Auditor and 500 Player Auditor as required hereunder, or (iv) otherwise fails to comply with this rule, may request from the 500 PM Committee a 10 day extension in order to comply with its submission failure. Following any such extension the tournament in each case, may be subject to a fine in a maximum amount of \$250,000. This maximum fine amount will increase by 100% for each consecutive year submission failure by a tournament. The 500 PM Committee shall evaluate the circumstances that led to the failure of such tournament member to comply with the terms of this rule and assess an appropriate fine taking into consideration the guidelines set forth in Section G below or as otherwise provided by the ATP Board of Directors from time to time. For clarity, any such guidelines will be for guidance purposes only and the 500 PM Committee will have the right to determine an appropriate fine in its sole discretion. In the event that the 500 Voting Members are unable to unanimously agree on a fine, the 500 Independent Member will make such determination in his or her sole discretion taking into account the circumstances that led to the failure of the tournament member to comply with the terms of this rule. All fines assessed under this rule will be contributed to player programs as determined by the Player Board Representatives.
- G.** The following guidelines are fines that may be imposed for violations of this rule (subject to the discretion of 500 PM Committee as set forth in this rule):

<b>Violation</b>	<b>Fine*</b>
Failure to meet 120-day deadline to provide a 500 Submission in accordance with this rule	\$10,000
Prolonged failure to meet 120-day deadline to provide a 500 Submission in accordance with this rule (over a month late)	\$30,000
500 Submission contains a material misstatement or material omission of information	\$30,000 (up to a maximum of \$250,000)
Willful non-compliance with this rule (e.g., failure to provide a 500 Submission)	Up to a maximum of \$250,000

\* Specific amounts should depend on the severity of the violation and issue(s) presented.

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#### 3.19 ATP 250 Tournament Financial Information

A. Each 250 category tournament member is required to annually provide to the 250 PM Committee Auditor (as defined below) a complete and accurate determination and calculation of its actual tournament Gross Revenues (as defined below), costs, expenses and net income and all other financial information and supporting documentation relating thereto, in each case, as requested by the 250 PM Committee Auditor and in accordance with the terms of this rule. In connection with the foregoing, each 250 category tournament member shall provide its full cooperation to the 250 PM Committee Auditor, who will examine and verify the accuracy of such information.

B. The following terms shall have the meanings set forth below:

**“250 Prize Money Committee (250 PM Committee)”** means the committee appointed by the ATP Board of Directors and authorized to act in accordance with this rule, which shall be comprised of the ATP Chairman or his designee, an Independent Member (as defined below) and an equal number of tournament and player representatives, with only one (1) tournament representative and one (1) player representative serving on such 250 PM Committee, being designated by the class of ATP Board Directors that appointed such representatives, with the right to vote on any 250 PM Committee matters, regardless of the number of tournament and player representatives appointed to serve on the 250 PM Committee. The player representative and the tournament representative designated with the right to vote on 250 PM Committee matters shall be collectively referred to herein as the “250 Voting Members”.

**“250 PM Committee Auditor”** means an independent accounting firm appointed by the 250 PM Committee to (i) receive and evaluate each tournament member’s 250 Submissions and projected tournament financials, (ii) perform agreed upon procedures regarding financial information included in each 250 Submission, and (iii) prepare reports to be provided to the 250 PM Committee and to the ATP Board of Directors in accordance with this rule summarizing the 250 Submissions. The 250 PM Committee Auditor will also act as advisor to the 250 PM Committee on financial and accounting related matters and Gross Revenue, costs, expenses and net income reporting issues and questions.

**“Independent Member”** means the independent member of the 250 PM Committee appointed by the ATP Board of Directors, by the affirmative vote of a super majority of the Board, to serve on the 250 PM Committee for a 3-year term. The Independent Member is subject to removal at any time by the ATP Board of Directors by the same vote required for appointment.

**“250 Player Auditor”** means an independent certified public accountant and/or financial advisor selected by the player member(s) of the 250 PM Committee and approved by the 250 PM Committee in accordance with Section C below, who meets the appropriate level of expertise and experience to evaluate the accuracy of the 250 Submissions. The 250 Player Auditor will act as advisor to the player member(s) of 250 PM Committee.

**“250 Submission”** means the prescribed, mandatory annual financial information report required to be submitted hereunder to the 250 PM Committee Auditor by each 250 category tournament which, for the avoidance of doubt, shall include a determination and calculation of Gross Revenues, costs, expenses and net income, similar

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in detail to the prior Tournament Financial review process and any other information required or reasonably requested by the 250 PM Committee. The 250 Submission must be completed in full as determined by the 250 PM Committee Auditor to be considered in compliance with this rule.

- C.** The 250 PM Committee will administer, implement and enforce this rule, including, but not limited to (i) determining procedures for audits for purposes of financial disclosures in accordance with the terms of this rule; (ii) determining the process of receiving financial information from tournament members and audits with respect to such information; (iii) evaluating and resolving questions and issues that may arise in respect of any audit, 250 Submission or violation of this rule; (iv) enforcing this rule pursuant to Section H below; and (v) implementing any other aspect of this rule. All actions, approvals and determinations of the 250 PM Committee shall require a unanimous vote of the 250 Voting Members, unless otherwise expressly provided in this rule (including as set forth in Sections D, E, F, G and H below). The ATP Chairman shall have no right to vote on 250 PM Committee matters; provided, however, that in the event that the 250 Voting Members are unable to unanimously agree on the appointment of the 250 Player Auditor, the ATP Chairman acting reasonably shall have the right to vote on whether approval of the proposed 250 Player Auditor should be granted. If any such vote by the ATP Chairman votes against the approval of any proposed 250 Player Auditor, then the ATP Chairman will provide a brief description of his or her reason for such decision to the 250 PM Committee. The 250 PM Committee will meet regularly as deemed necessary by the 250 PM Committee to properly administer, implement and enforce this rule. The ATP Board of Directors will make reasonable and adequate funding available to enable to the 250 PM Committee to administer, implement and enforce this rule in accordance with the terms herein.
- D.** Each 250 category tournament member is required to provide a complete and accurate 250 Submission annually to the 250 PM Committee Auditor no later than 120 days following the conclusion of its tournament for such year. Each 250 Submission must be certified by the applicable tournament member as complete and accurate and in compliance with this rule in all material respects. The financial information included in each 250 Submission shall be construed and prepared in accordance with GAAP or IFRS, unless a different basis is legally mandated by the country in which the tournament operates. In such case, differences between any such other basis and GAAP or IFRS, as applicable, must be identified and resolved by such tournament member as part of its 250 Submission. Upon appointment by the 250 PM Committee, each of the 250 PM Committee Auditor and the 250 Player Auditor will be instructed not to disclose any individual tournament information or documentation that it receives to any party, including the 250 PM Committee, any of its members, the ATP Board of Directors, ATP or its staff, except for the ATP Chairman, CEO and CFO (or their respective reasonably appointed designees). The 250 PM Committee Auditor and 250 Player Auditor will be required to execute and deliver to the 250 PM Committee a statement of confidentiality and non-disclosure prohibiting either the 250 PM Committee Auditor or 250 Player Auditor from making any such disclosure.
- E.** Each year, the 250 PM Committee Auditor will perform an agreed upon desk-based procedures audit (as directed by the 250 PM Committee) of each tournament's Gross Revenues included in the 250 Submission and report to the 250 PM Committee any issues that it may identify as a result of these procedures for which the 250 PM Committee Auditor is unable to resolve with the respective tournament. Once this process is complete, the 250 PM Committee Auditor will provide the results of its procedures

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and the supporting audit work papers to the 250 Player Auditor. The 250 Player Auditor will undertake a review of the provided information and results. After completing this review, if the 250 Player Auditor has any outstanding issues or questions, the 250 Player Auditor will work with the 250 PM Committee Auditor to resolve such issues and questions. In the event that the 250 PM Committee Auditor and the 250 Player Auditor are unable to resolve any such issues or questions, the 250 Committee Auditor and the 250 Player Auditor will inform the 250 PM Committee and may jointly conduct an on-site audit at the offices of the relevant tournament or Related Party to review and evaluate the books and records of such tournament or Related Party that are reasonably necessary to resolve such issue or question; provided, that any such joint on-site audit must be conducted during regular business hours and no more than three (3) joint on-site audits may be conducted during any consecutive twelve (12) month period. If after any joint on-site audit, the 250 PM Committee Auditor and the 250 Player Auditor are still unable to resolve any such issues or questions (or in the event the 250 PM Committee Auditor and the 250 Player Auditor elect not to conduct an on-site audit and such issues or questions remain), the 250 PM Committee Auditor and the 250 Player Auditor will inform the 250 PM Committee and the 250 PM Committee will evaluate the information presented and then issue a determination as to whether the unresolved issue(s) or question(s) is due to an act or omission of a tournament member. In the event that the 250 Voting Members are unable to unanimously agree on such determination, then the 250 Independent Member will make such determination in his or her sole discretion.

- F. Any tournament member that (i) fails to provide a 250 Submission to the 250 PM Committee Auditor as required under this rule (including with respect to the timing, accuracy and/ or completeness thereof), (ii) submits a report or document that contains a material misstatement or omits material information, (iii) does not fully cooperate with the 250 PM Committee Auditor and 250 Player Auditor as required hereunder, or (iv) otherwise fails to comply with this rule, may request from the 250 PM Committee a 10 day extension in order to comply with its submission failure. Following any such extension the tournament in each case, may be subject to a fine in a maximum amount of \$250,000. This maximum fine amount will increase by 100% for each consecutive year submission failure by a tournament. The 250 PM Committee shall evaluate the circumstances that led to the failure of such tournament member to comply with the terms of this rule and assess an appropriate fine taking into consideration the guidelines set forth in Section G below or as otherwise provided by the ATP Board of Directors from time to time. For clarity, any such guidelines will be for guidance purposes only and the 250 PM Committee will have the right to determine an appropriate fine in its sole discretion. In the event that the 250 Voting Members are unable to unanimously agree on a fine, the 250 Independent Member will make such determination in his or her sole discretion taking into account the circumstances that led to the failure of the tournament member to comply with the terms of this rule. All fines assessed under this rule will be contributed to player programs as determined by the Player Board Representatives.
- G. The following guidelines set forth fines that may be imposed for violations of this rule (subject to the discretion of 250 Committee as set forth in this rule):

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Violation	Fine* 250
Failure to meet 120-day deadline to provide a 250 Submission in accordance with this rule	\$5,000
Prolonged failure to meet 120-day deadline to provide a 250 Submission in accordance with this rule (over a month late)	\$15,000
250 Submission contains a material misstatement or material omission of information	\$15,000 (up to a maximum of \$250,000)
Willful non-compliance with this rule (e.g., failure to provide a 250 Submission)	Up to a maximum of \$250,000

\*Specific amounts should depend on the severity of the violation and issue(s) presented.

#### 3.20 ATP Masters 1000 Player Compensation & ATP Variable Bonus Pool

A. On-site prize money for 2023 was the amount approved by the ATP Board for each tournament. The yearly aggregated on-site prize money for all Masters 1000 tournaments (Base Prize Money or "BPM") increases by 2.5% annually beginning in 2023. The 2.5% annual increase in BPM will be divided as determined by the tournaments.

B. VBP (as defined below) is an additional annual amount that will vary with the calculation for each year and the amounts are not cumulative (don't carry over year to year). VBP is calculated using current year ANI, as defined below, compared to the BPM of the then current year. 50% of any excess of ANI over BPM will be contributed to VBP and paid to players based on participation and performances at the Masters 1000 and ATP Finals tournaments during the respective calendar year. The M1000 PM Committee Auditor will be responsible for making these calculations and reporting such results to the M1000 PM Committee for approval by the end of September each year. Any VBP contribution approved for payment will be shared as determined by the tournaments and will be paid to ATP for distribution to players at the end of each respective calendar year in conjunction with the payment of the ATP Fixed Bonus Pool. Allocation to players of both ATP Fixed Bonus Pool and Variable Bonus Pool as determined by the ATP Board.

C. The following terms used in this Rule shall have the meanings set forth below:

**Tournament Financial Information Rule for Masters 1000 Tournaments ("1000s Audit Rule")** – The ATP rule which, among other provisions, specifies the required annual independently audited reporting by each Masters 1000 tournament of its revenues, costs and expenses, net income, net income before taxes and other financial information, and specifies the audit procedures to be applied to submitted information. Definitions within the 1000s Audit Rule are incorporated herein by reference. Implementation of this Masters 1000 Player Compensation Rule will be the responsibility of the M1000 PM Committee (as defined in the 1000s Audit Rule).



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**Aggregated Net Income (“ANI”)** - Total of annual audited net income before income taxes for each of the Masters 1000 tournaments as calculated by M1000 PM Committee Auditor and approved by the M1000 PM Committee. Level 1 data revenues and any fines assessed under the Tournament Financial Information Rule for Masters 1000 Tournaments will be excluded from each tournament’s audited net income. For combined men/women tournaments, ANI will be determined with a direct allocation method where revenues and expenses/costs directly attributable to men or women will be allocated 100% to men or women. Remaining revenues and expenses will be allocated equally. The resulting men’s net income before income taxes will be included in ANI.

**VBP** - 50% of the excess of current year ANI over current year BPM.

#### 3.21 ATP 500 Prize Money Formula Rule

The formula within this rule will be used to determine increases in on-site prize money for the 500 category tournaments (as this category is currently composed) for the years 2023 through 2037. In the event Net Income before taxes equals aggregated on-site prize money then this formula and the related reporting rule will be replaced with a 50/50 prize money formula similar to the Masters 1000’s Prize Money Formula Rule. In the event this category is materially changed during this period, the 500 PM Committee will determine what effect such material changes have on applying this rule for the remainder of the term. The formula will be based on a 2-year Average Growth Percentage (“AGP”) in Defined Revenues (“DR”) for all tournaments in the category. The 500 PM Committee Auditor will calculate AGP and submit such calculations to the 500 PM Committee for review and approval. Such AGP will be applied to current year category total on-site prize money as follows:

AGP up to 2.5%	On-site prize money increases by 2.5%
AGP over 2.5% to 6%	On-site prize money increases by AGP
AGP over 6%	On-site prize money increases by AGP times 1.167

The resulting overall on-site prize money increase will be allocated equally to each of the thirteen 500 tournaments, regardless of their current on-site prize money level.

#### Definitions:

##### **Tournament Financial Information Rule for 500 Tournaments (“500 Audit Rule”)**

– The ATP rule which, among other provisions, specifies the required annual independently audited reporting by each 500 tournament of its revenues, costs and expenses, net income, net income before taxes and other financial information, and specifies the audit procedures to be applied to submitted information. Definitions within the 500s Audit Rule are incorporated herein by reference. Implementation of this 500 Prize Money Formula Rule will be the responsibility of the 500 PM Committee (as defined in the 500 Audit Rule).

**Average Growth Percentage (“AGP”)** - AGP is the 2-year average growth in the most recent actual years DR as reported to and calculated by the 500 PM Committee Auditor. The annual period for purposes of AGP will be the 12-month periods ending in April each year immediately following the Barcelona tournament.

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**Defined Revenues (“DR”)** - Defined revenues are the basis for the AGP calculations and include the following four broad revenue categories as long as the 2-year average of these revenues exceed 92% of average gross revenues as reported to the 500 PM Committee Auditor:

1. Sponsorships
2. Ticketing and on-site hospitality
3. Media and television revenues
4. Government funding and/or government subsidies

**Other Revenues (“OR”)** - OR includes all tournament revenues not otherwise included in DR.

Revenues within each of these categories must include all amounts earned in connection with each category. For example, if a sponsor agreement, in addition to sponsor signage and benefits, provides for on-site parking or event merchandise, total sponsor payments must be included within this category and not allocated to another revenue category. Similarly, if food and beverage and/or parking are included in a ticketing/hospitality package, the total package proceeds will be included in the ticketing/hospitality category as DR and not allocated to another revenue category.

Consistent with the 500 Audit Rule, where applicable, Gross Revenues and DR include tournament revenues received by related parties. A person/company is considered to be a Related Party to the tournament if that person/company has control, joint control or significant influence over the tournament or a tournament entity, either via ownership, via agreement, or via power to manage/govern/influence the tournament’s finances and/or operations. Also, a person/company is considered to be a Related Party to the tournament if the tournament has control, joint control or significant influence over the person/company, either via ownership, via agreement, or via power to manage/govern/influence the person/company’s finances and/or operations.

If two-year average DR are less than 92% of average gross revenues, the next largest revenue category as determined by the 500 Committee Auditor and approved by the 500 Committee will be added to DR so that the 92% minimum is achieved.

For purposes of DR, barter transactions for each category are required to be included.

ATP payments to tournaments for rebates and prize money subsidy are not included in DR or OR. Data distribution revenues shall be included in OR and subject to reclassification within DR as provided above.

For purposes of DR, the following will also apply:

- For men’s and women’s combined tournaments, direct men only revenues will be included in DR at 100%. Direct women only revenues will be excluded.
- A 70% factor will be applied to combined tournaments revenues which are not directly men or women tournament revenues.

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- Exchange rates to USD for formula calculation purposes and for equal prize money allocation among tournaments will be based on a 2-year average exchange rate.
- Complimentary tickets where no value is received will not be included in revenues. Complimentary tickets provided to Related Parties will be valued and included in DR.
- Taxes and fees required to be paid on tickets sales will be excluded from revenues.

Insurance proceeds which replace lost revenues will be included as revenues in the category for which the proceeds relate.

Agreed Upon Procedures as defined in the 500 Audit Rule will only be applied to DR of the 500s tournaments. Remaining OR as reported under the 500 Audit Rule will be subject only to overall fluctuation reviews and resulting inquiries by the 500 PM Committee and 500 Player Auditor necessary to understand significant changes.

#### 3.22 ATP 250 Tournament Prize Money

On-site prize money for 2023 was the amount approved by the ATP Board for each tournament.

On site prize money for the 250 category tournaments increases annually by 2.5% for the period 2023 through 2030. Such 2.5% annual increases in on site prize money will be calculated using the total of on-site prize money for all 250 tournaments and then divided equally among the tournaments.

#### 3.23 Challenger Tournament Prize Money

On site prize money for the Challenger Tour tournaments will increase annually by 2.5% per each tournament category.

## **V. PERSONNEL**

### **5.01 Tournament Director**

#### **A. Appointment**

- 1) A tournament may change the Tournament Director named in the tournament application by submitting the proposed change to the ATP Board for approval.
- 2) The ATP Board may require a tournament to change the Tournament Director upon a finding that such Tournament Director has failed to or refused to comply with any provision of ATP's rules and regulations.

#### **B. Responsibilities**

Each Tournament Director shall:

- 1) Act in cooperation with ATP staff on-site.
- 2) Be responsible for tournament compliance with all rules and regulations.
- 3) Not go on court during a match (including warm-up) or otherwise become involved in any Code of Conduct matter.

**NOTE:** Tournament Directors are prohibited from playing in their own event (Tour Policy).

### **5.02 Tour Manager**

#### **A. Appointment**

ATP shall provide a Tour Manager for each ATP Tour tournament.

#### **B. Responsibilities**

- 1) The Tour Manager shall be present for all sign-ins.
- 2) The Tour Manager shall be present at the making of all draws.
- 3) The Tour Manager shall act as the player representative for all aspects of the tournament, including as a member of the scheduling committee.

### **5.03 Public Relations ("PR")**

#### **A. Appointment**

- 1) ATP will provide a PR representative for each ATP Tour tournament to coordinate advance publicity, help organize facilities and provide media assistance on-site.

#### **B. Responsibilities**

- 1) The PR representative shall liaise with journalists, players and sponsors.
- 2) The PR representative shall organize and supervise post-match press conferences.
- 3) The PR representative shall coordinate exclusive interviews.
- 4) The PR representative shall provide statistical and biographical information to journalists.
- 5) The PR representative shall disseminate information to international journalists.
- 6) The PR representative shall suggest story lines to journalists.

## V. PERSONNEL

### 5.04 Doctor, Physiotherapist and Massage Therapist

#### A. ATP Tour Tournaments

##### 1) Tournament Doctor.

Beginning with the qualifying competition, it is the responsibility of each ATP Tour tournament to provide on-site during the entire tournament an English-speaking Doctor who specializes in sports medicine, unless otherwise approved by ATP's Medical Services Committee. Each tournament shall send the name and address of the tournament Doctor (or all Doctors, if more than one) to the appropriate ATP regional coordinator ninety (90) days in advance of the tournament. The tournament doctor shall be responsible for the medical care and treatment of the players at all times during the event and shall have no other official duties while at the tournament site. ATP tournaments shall provide for the Tournament Doctor, a private space in the vicinity of the ATP Physiotherapist area. Please refer to the Standards and Best Practices section on ATP Tournament Centre.

Thirty (30) days prior to the start of the tournament, a physician schedule is required outlining the schedule of physicians for the tournament (days and hours). No more than 2-3 physicians should be used. Tournament physicians are required to arrive on-site ninety (90) minutes prior to the start of play each day and remain onsite until the last match concludes, and all players have been checked and cleared for not requiring physician services. Tournament physicians must present themselves to the ATP physiotherapist upon arrival to the site the first day for debriefing and orientation of ATP Medical Services Policies and Procedures. All on-site tournament doctor treatments are provided to players free of charge.

##### 2) Physiotherapist.

ATP shall provide a Physiotherapist for all tournaments except that ATP may require assistance from a tournament to provide a Physiotherapist for the qualifying competition.

**Combined Events.** Each combined tournament must provide one (1) ATP Physiotherapist with single room hotel accommodations. Complimentary room shall be in the player hotel or another hotel approved by ATP Medical Services.

##### 3) Massage Therapist.

It is the responsibility of each ATP Tour tournament to provide a Massage Therapist in the following amounts: (i) 96-draw: 5, (ii) 56-draw: 4, (iii) 48-draw: 3, and (iv) 32/28-draw: 2. Tournaments should provide a separate ventilated room for tournament massage therapists. In exceptional circumstances massage therapists may be located in the ATP treatment room, provided there are no other options, and the room size is sufficient to accommodate the increased number of tables and therapists. Please refer to the Standards and Best Practices section on ATP Tournament Centre.

##### 4) ATP Mental Health and Wellbeing

ATP shall provide a player Mental Health and Wellbeing specialist at select ATP Masters 1000 tournaments. Tournaments shall provide for the ATP Mental Health and Wellbeing specialist a private space per the specifications in the Standards and Best Practices Section on ATP Tournament Centre.

## V. PERSONNEL

### B. ATP Challenger Tour Tournaments

- 1) **Tournament Doctor.** Each ATP Challenger Tour tournament is required to have an English-speaking tournament Doctor at the site from one (1) hour prior to the start of play through its conclusion on each day. If the ATP Challenger Tour tournament cannot provide a doctor on-site during all hours of play, a doctor shall be available during all hours of play on each day:
  - a) On call and able to respond immediately for consultation from the tournament medical team by telephone on each day for urgent medical situations that arise; and
  - b) Through a schedule of daily on-site visits (minimum 1 hour during normal business hours or as required by the ATP Supervisor) by the tournament doctor established at the start of the tournament and posted in the player treatment room to allow for in-person consultations with player as needed throughout the tournament and within the allocated time frame for each day; and
  - c) To see a player in-practice (physician's office) if a player, for reasons outside his own control, requires a doctor's consultation outside the daily allocated time frame for the doctor's on-site visit.

Each tournament shall send the name and address of the tournament Doctor to ATP's Medical Services Committee forty-two (42) days in advance of the tournament.

***Case:** A player requests to see the doctor for an in-practice consultation outside the doctor's scheduled on-site visit time slot for that day. He claims that he has an early match that day (non-urgent reason) and will likely not be on-site later in the day during the doctor's on-site visit.*

***Decision:** The request is denied. The player can organize transportation to the site and consult with the doctor during the doctor's on-site visit.*

- 2) **Physiotherapist.** Each ATP Challenger Tour tournament must provide an English-speaking Physiotherapist(s) as shown below. All Physiotherapy treatments are provided to players free of charge.
  - a) **Challenger 125 and 175 events**
    - i) Two (2) Physiotherapists designated and paid for by ATP.
    - ii) The tournament may apply to have a local physiotherapist in lieu of the 2nd ATP Physiotherapist. If approved, the local physiotherapist would work Saturday through Thursday. All fees and expenses for the local Physiotherapist will be paid by the tournament.
  - b) **Challenger 100 events**
    - i) One (1) Physiotherapist designated and all fees/expenses paid by ATP.
    - ii) One (1) Physiotherapist nominated by the tournament and approved by ATP. This Physiotherapist is to be scheduled to work Saturday through Thursday with all fees/expenses paid by the tournament.
  - c) **Challenger 50 and 75 events**
    - i) Two (2) Physiotherapists designated by the tournament and approved by ATP.
    - ii) The tournament is responsible for all fees and expenses.
    - iii) One Physiotherapist to work Saturday through Thursday and one physiotherapist to work Sunday through Sunday.

## V. PERSONNEL

- d) **Education module.** All non-ATP Physiotherapists must have successfully completed the ATP Medical Services education online program prior to working at ATP Challengers.
- 3) **Massage Therapist.** A minimum of one (1) Massage Therapist must be provided at each Challenger. Please refer to the Standards and Best Practices section on ATP Tournament Centre.
  - At Challenger 50 and 75 events, the second Physiotherapist may work as the Massage Therapist.
  - a) For Challenger 125 and 175 events, the service shall be provided to the players, while remaining in the event, free of charge.
  - b) For all other Challenger Tour events, a fee may be charged with a recommended maximum fee of \$25/€25 for a 30-minute massage.

### 5.05 Agents, Tier I and Tier II

A list of Tier I and Tier II Agents will be established and revised on a yearly basis following the conclusion of the Nitto ATP Tour Finals. The criteria for becoming a Tier I or II Agent is defined below.

#### A. Tier I

- 1) Minimum of five (5) years of service, beginning with the first year's representation of an ATP player, and
- 2) Agent's Player must be active, and
- 3) Number of Singles Players representing
  - a) Ranking 1-10 = 1 player, or
  - b) Ranking 11-50 = 2 players, or
  - c) Ranking 11-100 = 4 players, or
- 4) Number of Doubles Players representing
  - a) Ranking 1-20 = 4
  - b) If agent does not represent four (4) doubles players, each doubles player ranked in the top 20 shall count as ½ player towards meeting the singles criteria.

#### B. Tier II

Agents that do not meet the criteria to be in Tier I may apply for consideration as a Tier II Agent. There are no benefits associated with Tier II classification.

### 5.06 Supervisor

#### A. Assignment & Designation

- 1) **ATP Tour Tournaments**

An ATP Supervisor shall be provided by ATP for each ATP Tour tournament.
- 2) **ATP Challenger Tour Tournaments**

ATP shall provide a Supervisor for each ATP Challenger Tour tournament.

## **V. PERSONNEL**

### **B. Fees and Expenses**

#### **ATP Tour and ATP Challenger Tour Tournaments**

ATP shall pay the fees and travel expenses of the supervisors hired by ATP.

Each tournament must provide each Supervisor with single room hotel accommodations, meals and laundry. Complimentary rooms shall be in the player hotel or another hotel approved by ATP or the Supervisor.

### **C. General**

The Supervisor at each ATP Tour and ATP Challenger Tour tournament is provided by ATP. Whenever the Supervisor is not available, the Supervisor shall designate an approved Referee or ATP Official to assume all duties and responsibilities. (All references to Supervisor includes "or his designee.")

### **D. Responsibilities**

In all ATP Tour and ATP Challenger Tour tournaments the Supervisor shall:

- 1) Act as ATP's representative, speaking with the full authority of ATP during the tournament.
- 2) Act as final on-site authority ensuring that the tournament is conducted fairly in accordance with ATP's Rules and Regulations as to all matters arising that require immediate resolution at the tournament site including the evaluation of tournament compliance with Facilities and On-Site Condition requirements.
- 3) Issue player conduct fines as necessary and appropriate.
- 4) Direct, supervise, instruct and evaluate the Referee, Chief of Umpires and all on-court officials, including the authority to:
  - a) Make the assignment of all Chair Umpires and approve all Line Umpires and net judge for tournament matches.
  - b) Remove a Chair Umpire and/or remove, rotate or replace any Line Umpire or net judge when necessary to improve the officiating of a match.
- 5) Make all draws for the qualifying and main draw competitions.
- 6) When weather or other conditions threaten the immediate safety of the players, spectators, officials or any other persons on the tournament site, the Supervisor may suspend or postpone the match(es) until such time that in his opinion the threat to safety is no longer evident.
- 7) Decide if a court is fit for play or decide if a match should be moved to another court. The Supervisor may, if necessary to eliminate the possibility of a player having to play two singles matches in one day, or if necessary to complete the event, move a match to another court, indoors or outdoors, regardless of surface.
- 8) Serve as the Chairman of the scheduling committee and make the final decision on all scheduling matters if the committee is not in agreement. Ensure that the daily order of play is posted on the bulletin board and at the official hotel.
- 9) Designate a highly visible place in the general player area as the official bulletin board.
- 10) Designate a visible timepiece at a fixed location as the "Official Clock" of the tournament.



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- 11) Designate a specific area from which matches shall be called and determine when a match is to be called.
- 12) Maintain a continuous dialogue during the week with the Tournament Director and submit a report to ATP evaluating the tournament, including attendance, and officials. The Tournament Director shall receive a copy of the report prior to the Supervisor's departure.
- 13) Decide with the Tournament Director the designation of the lowest tier of seats that surround the playing area of the courts at each tournament.

### E. Clothing - ATP Tour

The officiating uniform provided by ATP must be worn. No other commercial branding may be applied to the uniform without prior approval from ATP.

### 5.07 Chair Umpire / Review Official

#### A. Assignment and Designation Process

- 1) ATP Tour Tournaments. Officials required to support the tournament are as follows:

ATP shall hire designated Chair Umpires as follows:

<u>Main Draw Size (Singles)</u>	<u>Total # of chair Umpires</u>
96	9
56	7
48	5
32	4
28	4

**NOTE:** In the event the tournament elects to employ the services of an electronic line calling system, ATP will hire a Review Official in addition to the Chair Umpires as stated above.

Each tournament is required to provide supplemental Chair Umpires approved by ATP for the qualifying competition as well as for some main draw matches not covered by the designated Chair Umpires hired by ATP. Supplemental Chair Umpires must have international certification of Gold, Silver or Bronze.

- 2) **ATP Challenger Tour Tournaments.** Tournaments must hire Chair Umpires as specified below:
  - a) **Chair Umpires.** Each tournament shall have a minimum of four (4) designated Chair Umpires for the entire week as selected and coordinated by ATP. Under special circumstances, ATP may require additional Chair Umpire(s) to be hired by the tournament.
  - b) **Supplemental Chair Umpires.** Each tournament shall provide supplemental Chair Umpires approved by ATP for matches not covered by the designated Chair Umpires. Supplemental Chair Umpires must have certification of Gold, Silver, Bronze or White.

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### **B. Fees and Expenses**

ATP shall pay the fees and travel expenses of the designated Chair Umpires and review officials (if any) hired by ATP.

#### **1) ATP Tour and ATP Challenger Tour Tournaments.**

Each tournament must provide each designated Chair Umpire and Review Official (if any) with single room hotel accommodations, meals and laundry. Complimentary rooms shall be in the player hotel or another hotel approved by ATP or the Supervisor.

Each ATP Challenger Tour tournament shall pay a fair and reasonable fee and travel expense to each Chair Umpire hired by the tournament.

### **C. General**

Chair umpires are assigned matches by the ATP Supervisor and are responsible to ensure those matches are conducted according to the rules of ATP in order to present a professional tournament.

### **D. Responsibilities**

- 1) Enforce all ATP Rules and Regulations and on-court procedures to ensure accuracy, fairness and safety. Ensure that the players and all on-court officials observe the rules.
- 2) The following pertain to the rules for continuous play: Have a stopwatch in his possession which shall be used to time the warm-up, the time between points, the time permitted on changeovers, the time permitted during the set break and all other specified time periods designated under the provisions of any rule or regulation.
- 3) Dress uniformly with other Chair Umpires as prescribed by the Supervisor.
- 4) If appropriate, conduct a pre-match meeting with all of the on-court officials for the match to specify court assignments and the procedures to be used for making calls, hand signals, rotation of court assignments, etc.
- 5) Ascertain prior to matches from the Supervisor or the Chief of Umpires that the tournament has made appropriate arrangements for the safe escorting of players to and from the court before and after the match.
- 6) Immediately before the start of the match meet with the players to:
  - a) Verify the correct pronunciation of the player's names.
  - b) State any pertinent information (rule changes, new procedures, etc. for the players).
- 7) Flip a coin in the presence of both players or teams to determine choice of serve and side at the beginning of the match prior to the warm-up. If play is suspended before the match begins, the winner of the toss may choose again before the match commences.
- 8) Determine if each player is dressed in accordance with the dress provisions of ATP rules. Corrective action taking more than fifteen (15) minutes shall result in a default in consultation with the Supervisor. An appropriate re-warm-up may be authorized.

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- 9) Determine all Questions of Fact arising during the match (including the permitted five (5) minute warm-up).
- 10) Make the first determination of all Questions of Tennis Law arising during the match, subject to the right of a player to appeal to the Supervisor.
- 11) Announce the score after each point in accordance with On-Court Procedures. Announcements as a minimum must be in English. If two (2) languages must be used, announce in the local language first, then English. Conversations between the Chair Umpire and a player can be in any language. However, if the language used is not English, then the Chair Umpire must be prepared to advise the other player of the nature of the discussion.
- 12) Repeat the calls of a Line Umpire or net judge if the call is made in a weak voice or there is a close call that must be confirmed to remove any doubt from the minds of the players.
- 13) Be responsible for any ball mark inspection on clay courts. A ball mark inspection must be made in accordance with the approved on-court procedures.
- 14) Overrule a Line Umpire only in the case of a clear mistake by the Line Umpire and only if the overrule is made promptly after the mistake is made. All overrules must be made in accordance with the approved on-court procedures. Obvious foot faults must be called by the Chair Umpire consistent with the procedures used for handling "clear mistakes".
- 15) Remove, rotate or replace any Line Umpire or net judge whenever, in the opinion of the Chair Umpire, it will improve the officiating of a match.
- 16) Exercise his best efforts to control the crowd. Spectator involvement is encouraged as long as the Chair Umpire does not determine such involvement to be deliberately distracting. Whenever the spectators are impeding the progress of the match, the Chair Umpire should address them respectfully and request their cooperation. The tournament announcer and security personnel may be used to assist the Chair Umpire after consultation with the Supervisor.
- 17) Be responsible for the direction of the ball persons during the match so that they assist but do not disturb the players.
- 18) Be responsible for having the appropriate number of balls on-court for the match, for all changes of balls and for determining if a ball is fit for play. The appropriate number of ball containers should be opened and inspected sufficiently in advance of each ball change so as to avoid any delay of the match at the time of a ball change.
- 19) Complete a scorecard in accordance with the approved on-court procedures. Following the completion of a match, the scorecards or printouts are to be finalized and distributed to appropriate ATP tournament and/or media personnel. Maintain the ATP Point Penalty Card in accordance with the approved on-court procedures.
- 20) Determine if a court continues to be fit for play. If a change in condition occurs during a match that the Chair Umpire considers sufficient to make the court unfit for play or if weather conditions require stoppage of play, he should stop play and immediately notify the Supervisor.
- 21) Following the conclusion of the match, complete and give to the Supervisor, the Post Match Review form including all actions taken under the Code during the

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match. If required by the Supervisor, in addition to the brief summary of the violation made on the Point Penalty Card, the Chair Umpire shall write a detailed statement of the incident. All reports shall be signed, dated and delivered to the Supervisor.

- 22) Chair umpire responsibilities to include primary responsibility to call nets or throughs, unless otherwise assigned.
- 23) Chair umpires must promptly and accurately score matches using the handheld or other method provided by ATP. In addition, Chair Umpires agree not to, and shall not authorize or assist any third party to, disseminate, transmit, publish or release any match related data or information to or for any third party without the express written consent of ATP. Further, each Chair Umpire agrees that any and all work or data he/she collects or creates in connection with any match shall constitute a "work made for hire" and any and all rights attributable to such work shall be retained by, or if necessary automatically assigned to, ATP and its members.

### E. Clothing - ATP Tour

The officiating uniform provided by ATP must be worn. No other commercial branding may be applied to the uniform without prior approval from ATP.

## 5.08 Line Umpire

### A. Assignment and Designation Process

#### 1) ATP Masters 1000 Tournaments

Officials required to support the tournament are as follows:

Unless otherwise approved by ATP, the following are required: a minimum of seven (7) Line Umpires must be provided per main draw match and qualifying match.

#### 2) ATP 500 and 250 Tournaments

Officials required to support the tournament are as follows:

Unless otherwise approved by ATP, the following are required: A minimum of seven (7) Line Umpires must be provided per main draw match. A minimum of five (5) Line Umpires per qualifying match must be provided.

#### 3) ATP Challenger Tour Tournaments

Tournaments must hire officials as specified below:

**For Challenger 50 and 75** events on clay court, a minimum of three (3) Line Umpires shall be provided for every qualifying match and also every main draw match up until the quarterfinal. From the quarterfinals on, a minimum of five (5) Line Umpires shall be provided.

**For Challenger 50 and 75** events on hard, grass or indoor synthetic court, a minimum of five (5) line umpires shall be provided for every qualifying and main draw match.

**For Challenger 100 and 125** events, regardless of court surface, a minimum of five (5) Line Umpires shall be provided for every qualifying and every main draw match up until the quarter-finals. From the quarter-finals on, a minimum of seven (7) Line Umpires shall be provided.

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**For Challenger 175** events, a minimum of five (5) Line Umpires shall be provided for every qualifying match. A minimum of seven (7) line umpires shall be provided for every main draw match.

### B. General

Line umpires are assigned by the Chief of Umpires and are responsible for calling their assigned lines according to ATP rules under the direct on-court supervision of the Chair Umpire.

### C. Clothing

Clothing provided by the tournament for Line Umpires shall not be solid white, yellow or other colors that may interfere with the vision of the players, unless otherwise approved by ATP. It is recommended that dark-colored clothing be avoided for outdoor tournaments played in high temperatures. Clothing should not be identical to clothing provided to the ball persons.

### D. Responsibilities

- 1) Carry out all duties in accordance with the approved procedures of ATP.
- 2) Not catch balls or hold towels for a player.
- 3) Not leave the court without permission of the Chair Umpire.
- 4) Dress uniformly with other Line Umpires as prescribed by the tournament and/or ATP.
- 5) Sit erect with both feet on the ground with arms resting on his or her legs.
- 6) Concentrate on the assigned line; conversation with spectators or others is to be avoided.
- 7) Be accountable to the Chair Umpire only and have no discussions with the players. A player's questions must always be referred to the Chair Umpire. However, a Line Umpire may answer a reasonably precise question if it relates to a call, especially foot faults, unless that call has been overruled.
- 8) Move away from the on-court chair if necessary to get the best view possible of the assigned line.
- 9) Make all calls as quickly as possible, maintaining consistency and accuracy. On very close calls a fraction of a second's hesitation is recommended to make sure that the call is correct.
- 10) Never call a ball "Out" until it actually hits out or it hits a permanent fixture.
- 11) Make "Out," "Fault," "Net" and "Foot Fault" calls loudly and crisply followed by the appropriate hand signal. Foot faults are never called until the serve is struck.
- 12) Do not make a call for a "good" ball. However, whenever there is a close call on a good ball, the "good" ball hand signals should be given quickly to confirm the call.
- 13) When there is an erroneous call, immediately call "Correction" so that the Chair Umpire and the players are aware of the error. Then, make the corrected call.
- 14) Do not give an opinion on a call that is not his or her responsibility.

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- 15) Remain silent if the Chair Umpire overrules a call. Direct player inquiries to the Chair Umpire.
- 16) If directed by the Chair Umpire to identify a mark, and the Line Umpire is sure of the location of the mark, the Line Umpire should walk directly to the mark and point to it in a manner that is clear to the Chair Umpire. The Line Umpire should then return to his position without comment.
- 17) Promptly yield to the Chair Umpire when unsighted on a call.
- 18) If the Line Umpire sees that he or she may hinder a player's stroke, make a reasonable effort to get out of the way, but in so doing, make as little movement as possible.
- 19) When there are Code Violations by players not witnessed by the Chair Umpire, inform the Chair Umpire immediately or as soon as is reasonable prior to the start of the next point, without disrupting a point or the match. The Line Umpire should quickly approach the Chair Umpire and report the facts of the violation.

### 5.09 Referee

#### A. Assignment and Designation Process

##### 1) ATP Tour Tournaments

Each tournament is required to hire a certified Referee approved by ATP.

##### 2) ATP Challenger Tour Tournaments

Each tournament is required to hire a certified Referee approved by ATP.

#### B. Waiver of Obligation – Referee

A tournament may petition ATP to waive the Referee requirement. Waivers shall not be granted to:

- 1) Challenger 125 and 175 events
- 2) Any new Challenger tournament
- 3) Tournaments played on two (2) separate sites, including qualifying
- 4) Back-to-back tournaments (for a minimum of the overlapping week-end)

Furthermore, the following elements shall be used to determine whether or not a waiver will be considered:

- 1) 2-court event
- 2) Venue size
- 3) Recommendation of the supervisor from previous year that a waiver, if approved, will not jeopardize the quality of the service.

Where a waiver is granted, tournament shall provide a suitable assistant to the supervisor.

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### C. Fees and Expenses

#### 1) ATP Tour and ATP Challenger Tour Tournaments

Each tournament must provide each Referee with single room hotel accommodations, meals and laundry. Complimentary rooms shall be in the player hotel or another hotel approved by ATP or the Supervisor.

Each tournament shall pay a fair and reasonable fee and travel expense to each designated and approved Referee hired by the tournament.

### D. General

The Referee is hired by the tournament to advise in planning the event and shall assist the Supervisor while being available to serve on the scheduling committee.

### E. Responsibilities

Advise, assist and cooperate with the Supervisor as appropriate and necessary when carrying out any assigned duties or responsibilities. Assigned duties may include;

- 1) Organizing the facilities, equipment and staff, to support play beginning with the qualifying competition.
- 2) Confirming the conditions of play, (i.e.), make and number of tennis balls, types of beverages including electrolyte, how matches are to be called, etc.
- 3) Ensure that each court is equipped as follows:
  - a) Umpire's chair.
  - b) Line umpire chairs.
  - c) Player's chairs.
  - d) On-court beverages.
  - f) Writing Tables and electrical outlet for the Electronic Scoring Device.
  - g) Microphones (if applicable)
- 4) Designate a highly visible place in the general player's area as the "Official Bulletin Board" and notify all players of its designation and location.
- 5) Make appropriate arrangements for the safe escorting of players to and from the court before and after the match.
- 6) Be on-site at all times during the playing of matches in the tournament. The Referee may not be a Chair Umpire or Chief of Umpires.

## 5.10 Chief of Umpires

### A. Assignment and Designation Process

ATP Tour and ATP Challenger Tour tournaments are required to hire a certified Chief of Umpires approved by ATP, unless otherwise determined by ATP.

### B. Fees and Expenses

#### 1) ATP Tour and ATP Challenger Tour Tournaments

Each tournament must provide each Chief of Umpires with single room hotel accommodations, meals and laundry. Complimentary rooms shall be in the player

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hotel or another hotel approved by ATP or the Supervisor.

Each tournament shall pay a fair and reasonable fee and travel expense to the Chief of Umpires hired by the tournament.

### C. General

The Chief of Umpires is approved by ATP, hired by the tournament and is responsible for having sufficient quality Line Umpires assigned to each match.

### D. Responsibilities

- 1) Recruit a sufficient number of competent officials for the tournament. Be prepared to respond to or make recommendations to the Fulltime Official who is coordinating assignments and designations of all necessary and required Chair Umpires.
- 2) Conduct the necessary pre-tournament training of officials including review of all appropriate ATP Rules and Regulations.
- 3) Prepare a list of officials, which shall include the mailing address and national or local certifications, if any, of all officials used during the tournament. A copy of such list shall be delivered to the Referee and to the Supervisor.
- 4) Be on-site at all times during play. The Chief of Umpires may not be a chair or Line Umpire unless authorized by the Supervisor.
- 5) Schedule the on-court assignments of Line Umpires for each day of the tournament, subject to the approval of the Supervisor. Line umpires for the quarterfinals, semi-finals and finals must have worked a minimum of two (2) days prior to the quarterfinals and have the Supervisor's specific approval.

## 5.11 Ball Persons

Each ATP Tour and ATP Challenger Tour tournament must provide ball persons for all main draw and qualifying competition matches. Ball persons should be on-site and available at a reasonable time prior to the first match of the day and there shall be ball persons available until the conclusion of play each day.

### A. Number.

At ATP Tour events, six (6) ball persons are recommended per court. At Challenger Tour events a minimum number of four (4) ball persons is required per court, although it is recommended to provide six (6).

### B. Clothing

Clothing provided by the tournament for ball persons shall not be solid white, yellow or other colors that may interfere with the vision of the players, unless otherwise approved by ATP. It is recommended that dark-colored clothing be avoided for outdoor tournaments played in high temperatures. Clothing should not be identical to clothing provided to the Line Umpires.



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### **5.12 ATP/GRAND SLAMS/ITF/WTA Code of Conduct for Officials**

**A.** The ATP, the Grand Slam Tournaments, the ITF and the WTA as members of the Joint Certification Programme require a high standard of professionalism from all Certified Officials (National, Green, White, Bronze, Silver and Gold) and all other Officials, (together, "Officials") working at ATP, Grand Slam, ITF and WTA events. All Officials are automatically bound by, and must comply with, this Code of Conduct for Officials ("Code"). The ATP, Grand Slam Board, ITF and WTA shall continue to have jurisdiction over a retired Official under the Code and, as applicable, ATP, Grand Slam, ITF and WTA Tournament Regulations and Codes of Conduct in respect of matters taking place prior to his/her retirement.

The full text of the Code of Conduct for Officials can be found at the following website:  
<https://www.itftennis.com/en/about-us/governance/rules-and-regulations/>

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### 7.01 ATP Fees

#### A. Entry Fees

- 1) **ATP Tour Tournaments.** There are no entry fees.
- 2) **ATP Challenger Tour Tournaments.** There are no entry fees.

#### B. Service Fee

- 1) Players who are included in the main draw or qualifying (singles or doubles) of any ATP Tour tournament and who are not members in good standing with ATP must pay the following service fee to ATP:

ATP Tour Masters 1000	Main Draw \$400/€400 event	Qualifying \$100/€100
United Cup	\$350	
ATP Tour 500	Main Draw \$300/€300 event	Qualifying \$100/€100
ATP Tour 250	Main Draw \$200/€200 event	Qualifying \$100/€100

- 2) The Tour Manager will identify players who must pay a service fee that will be withheld from on-site prize money. Players who by virtue of their ranking position are not eligible for an ATP player membership may use these payments as a credit toward future membership fees. Service fees paid to ATP may only be applied against membership dues in the calendar year in which they were paid.

#### C. Membership Fees

Membership fees are defined in the ATP By-Laws.

### 7.02 Entries

#### A. Gender / Age Limitation

ATP will use the age of a player on the first (1st) day of the qualifying competition. Male players age sixteen (16) or older are not limited in the number of tournaments they may enter. Players under the age of sixteen (16) are subject to the following entry restrictions in ATP Tour or ATP Challenger Tour tournaments (includes entry as a wildcard):

- 1) Male players under the age of fourteen (14) shall not be eligible for entry into any ATP Tour or ATP Challenger Tour tournament.
- 2) Male players aged fourteen (14) shall be eligible for entry into a maximum of eight (8) ATP Tour or ATP Challenger Tour tournaments.
- 3) Male players aged fifteen (15) shall be eligible for entry into a maximum of twelve (12) ATP Tour and ATP Challenger Tour tournaments.
- 4) **Transgender Athlete Participation.** A trans male (FTM) athlete who has received a medical exception for treatment with testosterone\* for diagnosed Gender Identity Disorder or gender dysphoria and/or Transsexualism, for purposes of competition may compete on the ATP Tour or ATP Challenger Tour. A trans male (FTM) athlete who is not taking testosterone related to gender transition may also participate in ATP Tour or ATP Challenger Tour events.

\*Must have a valid TUE from the Tennis Anti-Doping Program.

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### 7.03 Entry Deadlines

#### A. Main Draw/Qualifying Singles

The deadline for entries and withdrawals for the singles main draw is as follows:

- 1) **ATP Tour Tournaments.** 12 Noon, Eastern Time, USA, twenty-eight (28) days prior to the Monday of the tournament week (or the first tournament week in the case of tournaments scheduled for more than one (1) week). A player on the alternate list for the singles main draw may withdraw at any time prior to such time that he is moved into the main draw as a direct acceptance because of withdrawals of other players. A player who moves in from the alternate list will be considered a Direct Acceptance from Thursday, 10 AM Eastern Time, USA.
- 2) **ATP Tour Qualifying.** 12 Noon, Eastern Time, USA, twenty-one (21) days prior to the first Monday of the tournament week. A player on the Alternate List for the singles qualifying may withdraw at any time prior to such time that he is moved into the qualifying as a Direct Acceptance from Thursday, 10 AM Eastern Time, USA. A player directly accepted into the qualifying competition may withdraw, without penalty, if he is moved into the main draw, or accepts a wild card into an ATP Tour 250 or ATP Tour 500 tournament, or if he is still competing in an ATP Tour, ATP Challenger Tour, or ITF Men's WTT tournament at any time on the day prior to the commencement of qualifying or two days prior if competing on another continent. Once a player has lost his match in the preceding week's tournament, he must confirm to the Supervisor or Player Relations staff no later than one (1) hour following the completion of the match if he will compete in the following week's Qualifying or will withdraw with "still competing", except for those players who have decided to remain on the qualifying list as outlined below.

If a player is still competing past the qualifying sign in deadline, he may choose to remain on the qualifying list of the following week's tournament if the player can reasonably travel and arrive on time to compete at the qualifying event as determined by the supervisor. For the avoidance of doubt, the Supervisor should use great discretion when making such determination. Unless clearly impossible to arrive on-time for the next week's tournament, players should be given the benefit of the doubt. If he chooses to remain on the qualifying list and loses at the current event after the qualifying draw is made (and did not withdraw himself before the qualifying alternate sign in deadline) he is committed to play the qualifying and will be subject to applicable late withdrawal penalties if he withdraws. Players who are still competing past 9:00 p.m. local time and who cannot reasonably attend the following week's event due to the location of the current event where they are still competing or who choose not to remain on the qualifying list will be automatically withdrawn from the qualifying at this time. Players who withdraw or are withdrawn due to "still competing" will be allowed to accept a wild card or enter doubles into any ATP Tour 250, ATP Tour 500, ATP Challenger Tour or ITF Men's WTT tournament, including qualifying. If a withdrawal occurs prior to 10 AM, Eastern Time, USA, on Friday, the qualifying vacancy shall be filled by the next player on the qualifying alternate list. This player is not required to sign in. If a withdrawal occurs after 10 AM, Eastern Time, USA, on Friday, the qualifying vacancy will be filled from the on-site sign-in list, using the most recent Pepperstone ATP Rankings list. Main draw vacancies will be filled from the main draw alternate list, not the qualifying acceptance list.

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**NOTE:** For ATP Tour qualifying tournaments, withdrawals occurring after 10 AM Eastern Time USA and prior to the draw\* will be filled from that night's alternate sign-in. Vacancies occurring after the release of the qualifying draw, will be filled from the next day's on-site alternate list. Players must personally sign-in to be eligible as an on-site alternate.

\* For events in a time zone where the qualifying draw is made prior to 10 AM Friday, Eastern USA, vacancies occurring after the Qualifying Alternate sign-in deadline but prior to the qualifying draw shall be filled from that night's alternate sign-in.

### ***May I Accept a Wild Card after Withdrawing from an ATP Tour Qualifying?***

**Case:** *A player was still competing in a Challenger on the day before Qs started at an ATP Tour event. He wanted to withdraw from the Qs due to "still competing" and then take a wild card into a Challenger event. Is this allowed?*

**Decision:** *Yes. The rule states that he may withdraw without penalty from the qualifying if he is still competing on the day prior to the commencement of the qualifying. By withdrawing due to "still competing", he is allowed to accept a wild card.*

**Case:** *Can a player who is still competing the previous week on Thursday or Friday (on the same continent\*), or on Wednesday (on a different continent\*) be signed in over the phone as a Qualifying Alternate for the following week's event (Saturday Qualifying start)?*

**Decision:** *Yes, a player who is still competing the previous week on Thursday or Friday (on the same continent\*), or on Wednesday (on a different continent\*) can be signed in by the Supervisor over the phone if he has lost before the Qualifying Alternate sign-in deadline. Players who lose after the release of the qualifying draw must personally sign-in on-site the next day to be eligible as an on-site alternate.*

*\*Continents are: Europe, Asia, Antarctica, Australia, Africa, North America (including Central America) and South America.*

**Case:** *If a player is competing in an event (including Davis Cup) that finishes on the day of the Qualifying Alternate sign-in for the following week's event, can he be signed in as a Qualifying Alternate, even though he may be competing past the Qualifying Alternate sign-in deadline?*

**Decision:** *Yes. Since the event finishes on the day of the Qualifying sign-in deadline, the player may be signed in as a Qualifying Alternate for the following week's event.*

### ***From Q to Main Draw of another event***

**Case:** *May a player who is a direct acceptance to an ATP Tour qualifying event be withdrawn to move into the main draw of an ATP Tour 250 or ATP Tour 500 event as a Direct Acceptance or Wild Card which is held in the same week?*

**Decision:** *Yes, as long as the first ball of the qualifying at the tournament where he is in the qualifying draw has not been struck.*

**Case:** *May a player withdraw BDA from the main draw alternate list of an ATP Tour Event and remain on and/or play the Qualifying of the same event?*

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**Decision:** Yes, unless he would have moved into the main draw of that event, had he not withdrawn. A player may not turn down this main draw position to play the qualifying of that event.

**Case:** May a player who is accepted to play qualifying in an ATP Challenger Tour Tournament, ATP Tour 250 or ATP Tour 500 be withdrawn to move into the main draw singles of an ATP Tour 250 or ATP Tour 500 event as a Direct Acceptance or as a Wild Card which is held the same week?

**Decision:** Yes, as long as the first ball of the qualifying at the tournament where he is in the qualifying draw has not been struck.

**Withdrawing from Qualifying to play Main Draw Doubles at another event.**

**Case:** May a player who is direct acceptance in the singles qualifying event of an ATP Challenger, ATP Tour 250 or ATP Tour 500 enter through the Advance Entry system and become a direct acceptance into the main draw doubles of another ATP Tour 250 or ATP Tour 500 event which is held the same week?

**Decision:** No. Once a player enters and is accepted into the Qualifying of an ATP Tour or ATP Challenger Tour Tournament, he is committed to that tournament unless he moves into the main draw singles of another ATP Tour event. However, a player who competes and loses in the singles qualifying competition may enter the doubles event of any tournament, provided he has lost prior to the respective tournament's on-site doubles sign-in deadline.

**Withdrawing from Qualifying to play Main Draw Doubles at the same event.**

**Case:** May a player who is included in the singles qualifying event of an ATP Challenger Tour Tournament, ATP Tour 250 or ATP Tour 500 and is forced to withdraw, be allowed to come back and play doubles at the same event?

**Decision:** Yes

- 3) **ATP Challenger Tour Tournaments.** 12 Noon, Eastern Time, USA, twenty-one (21) days prior to the Monday of the tournament week. A player on the Alternate List for the singles main draw may withdraw at any time prior to such time that he is moved into the main draw as a direct acceptance because of withdrawals of other players. A player who moves in from the alternate list will be considered a Direct Acceptance from Thursday, 10 AM Eastern Time, USA.

If a withdrawal/vacancy occurs after the withdrawal deadline and prior to the start of Qualifying, the vacancy will be filled in ranking order from the original main draw Acceptance List by players who have preserved their position on the list. Players from the main draw alternate list who are directly accepted into the qualifying, are considered to have preserved their eligibility. A player can only preserve his eligibility on one list. If there are no alternates from the original main draw acceptance list who have preserved eligibility, the vacancy will be filled by the highest ranked player from the qualifying or alternate list using the Pepperstone ATP Rankings, and then Pepperstone ATP Doubles Rankings, used for seeding.

After the start of the qualifying, any vacancy will come from the Lucky Loser/ Alternate list. The Alternates will be placed below the players who lost in qualifying and shall be ordered based upon their position in the Pepperstone ATP Rankings, and then the Pepperstone ATP Doubles Rankings, used for seeding.

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**NOTE:** In order to preserve his eligibility on the Acceptance List, the player must email the ATP Supervisor directly prior to 6PM local time on the day before qualifying starts (email listed on detail sheet) and personally inform the Supervisor that he wishes to preserve his position on the Acceptance List and the player must leave a contact number. The player should ask for confirmation that the Supervisor has received the email in a timely manner. A player can only preserve his eligibility on one list.

### 4) ATP Challenger Tour Qualifying.

12 Noon, Eastern Time, USA, on Wednesday, nineteen (19) days prior to the first Monday of the tournament week for ATP Challenger Tour. A player on the Alternate List for the singles qualifying may withdraw at any time prior to such time that he is moved into the qualifying as a Direct Acceptance because of withdrawals of other players. A player who moves in from the alternate list will be considered a Direct Acceptance from Thursday, 10 AM Eastern Time, USA. A player directly accepted into the qualifying competition may withdraw, without penalty, if he is moved into the main draw, or accepts a wild card into a Challenger, ATP Tour 250 or ATP Tour 500 tournament, or if he is still competing in an ATP Tour, ATP Challenger Tour, or ITF Men's WTT tournament at any time on the day prior to the commencement of qualifying or two days prior if competing on another continent. Once a player has lost his match in the preceding week's tournament, he must confirm to the Supervisor or Player Relations staff no later than one (1) hour following the completion of the match if he will compete in the following week's Qualifying or will withdraw with "still competing", except for those players who have decided to remain on the qualifying list as outlined below.

If a player is still competing past the qualifying sign in deadline, he may choose to remain on the qualifying list of the following week's tournament if the player can reasonably travel and arrive on time to compete at the qualifying event as determined by the supervisor. For the avoidance of doubt, the Supervisor should use great discretion when making such determination. Unless clearly impossible to arrive on-time for the next week's tournament, players should be given the benefit of the doubt. If he chooses to remain on the qualifying list and loses at the current event after the qualifying draw is made (and did not withdraw himself before the qualifying alternate sign in deadline) he is committed to play the qualifying and will be subject to applicable late withdrawal penalties if he withdraws. Players who are still competing past 9:00 p.m. local time and who cannot reasonably attend the following week's event due to the location of the current event where they are still competing or who choose not to remain on the qualifying list will be automatically withdrawn from the qualifying at this time. Players who withdraw or are withdrawn due to "still competing" will be allowed to accept a wild card or enter doubles into any ATP Tour 250, ATP Tour 500, ATP Challenger Tour or ITF Men's WTT tournament, including qualifying. If a withdrawal occurs prior to 10 AM, Eastern Time, USA, on Friday, the qualifying vacancy shall be filled by the next player on the qualifying alternate list. This player is not required to sign in. If a withdrawal occurs after 10 AM, Eastern Time, USA, on Friday, the qualifying vacancy will be filled from the on-site sign-in list, using the most recent Pepperstone ATP Rankings list. Main draw vacancies will be filled from the main draw alternate list, not the qualifying acceptance list.

**NOTE:** For the purposes of this rule, the Continents are: Europe, Asia, Antarctica, Australia, Africa, North America (including Central America) and South America.

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**Time.** The ATP Challenger Alternate Sign-in shall begin no later than 4 p.m. and close at 6 p.m. local time on the day prior to the start of the qualifying competition. There shall also be an Alternate sign-in on the day of first round qualifying play, this deadline is one-half hour prior to the first scheduled qualifying match. This is a new sign-in and any player who is on-site with a Pepperstone ATP Ranking (singles/doubles) is eligible to sign-in.

**Case:** *Can a player who is a direct acceptance in the qualifying of a Challenger tournament, preserve his eligibility at another Challenger tournament?*

**Decision:** *No. A player is considered to have preserved his eligibility only at the tournament where he is a Direct Acceptance into qualifying. He cannot withdraw and preserve eligibility at another event unless the withdrawal was for "still competing". However, he can withdraw and preserve his eligibility at the same event where he was a Direct Acceptance into qualifying.*

- 5) If a tournament date, site or surface is changed; it is the player's responsibility to withdraw from the event on or before the new entry/withdrawal deadline if he does not wish to play.

### 6) Late Entries.

Any player who submits an entry after the deadline may only be accepted into the singles main draw as a wild card, qualifier, or as a special exempt (if eligible).

### 7) Emergency Situations.

#### ATP Tour 250 Events

- a) Tournaments shall qualify for one (1) emergency substitution if the following conditions exist:
- i) Two (2) of the tournament's top four (4) ranked players on the original acceptance list withdraw; and
  - ii) One (1) of the withdrawals involves the first highest or second seeded highest ranked player; and
  - iii) The substitute player (1) meets a minimum of one (1) of the following criteria:
    1. A former top 20 player on the Pepperstone ATP rankings within the previous 5 years from the tournament date.
    2. Past tournament champion.
    3. A current player ranked in the top 5 on the current ITF International Junior Ranking.
    4. A current player ranked in the top 2 of the host country official National Junior Ranking.

Substitute players meeting any of the criteria listed above must be ranked 500 or better in the most recent Pepperstone ATP Singles Ranking.

The withdrawals and substitution must occur within the period beginning on the Monday prior to the start of the event week and ending at 10 AM, Eastern Time, USA, on the Friday before the event week, or if the second withdrawal occurs between 9:00 AM and 10 AM, Eastern Time, USA on the Friday before the event the deadline for naming a qualified substitute shall be extended by one (1) hour. During this one hour period all lists will be held awaiting a final cut-off for the affected event. If no substitution is

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made within this defined time period, then the next player on the acceptance list shall be moved into the main draw.

- b) The tournament shall pay prize money equal to that paid first-round losers to each player who would have been a direct acceptance if not for the late substitution. This payment shall not apply in the case where the player gained entry into a main draw singles, at any event, by other means.

### B. Main Draw Doubles

#### 1) ATP Tour Tournaments

- a) **Advance Entry.** 12 Noon, Eastern Time, USA, fourteen (14) days prior to the Monday of the tournament week (or the first tournament week in the case of tournaments scheduled for more than one (1) week). A team on the alternate list for the doubles main draw may withdraw at any time prior to such time that they are moved into the main draw as a direct acceptance because of withdrawals of other teams.
- b) **Withdrawal Deadline.** The deadline for a team to withdraw from the advanced entry list closes at 10 AM, Eastern Time, USA, on the Friday prior to the tournament week.
- c) **On-site Entry.** The period for online on-site entries opens at 12:01 am, Eastern Time, USA on the Friday prior to the tournament week and closes at 3:00 pm Eastern Time, USA on the Friday prior to the tournament week. The online sign-in is blind and no preliminary lists will be produced. Players entering multiple events in the same week must do so with the same partner and shall designate tournaments by priority. The on-site entry process will populate an Alternate List for vacancies occurring after the tournament withdrawal deadline and prior to the doubles draw being made.

#### 2) ATP Challenger Tour Tournaments

- a) **Advance Entry.** 12 Noon, Eastern Time, USA, seven (7) days prior to the Monday of the tournament week unless otherwise authorized by ATP. Players entering multiple events in the same week must do so with the same partner and shall designate tournaments by priority.
- b) **Withdrawal Deadline.** The deadline for a team to withdraw from the advanced entry list closes at 10 AM, Eastern Time, USA, on the Friday prior to the tournament week.
- c) **On-site Entry.** The on-site sign-in deadline for doubles shall be 12 Noon local time on the Saturday prior to the first day of the tournament unless otherwise authorized by ATP. The number of places available through the on-site entry is specified in the Composition of Draws (7.08 D. 3)) plus any spots made available through withdrawals occurring after the advance doubles entry deadline. Teams who did not enter through the on-site sign-in and teams where one member of the team is eligible to re-pair following the withdrawal of his partner are eligible\* to sign the daily alternate sign-in and are placed below those teams on the alternate list who did enter through the on-site sign-in method.

\*To be eligible, alternate teams who did not enter through the on-site protocol must sign-in on the first day of the doubles competition.

- 3) The doubles sign-in record shall be available for player sign-in at a reasonable time prior to the sign-in deadline.



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### C. Qualifying Doubles

#### 1) ATP Tour 500

The size of the draw is four (4) with two (2) seeds. The composition of the doubles qualifying draw will be the first three (3) teams from the entry list plus one (1) wild card team. All matches will be played as two tie-break sets, no-ad scoring with a match tie-break at one set all. Qualifying matches are to be held on the Saturday / Sunday prior to the start of main draw, as determined by the Supervisor and Tour Manager. Teams shall receive hospitality. Rooms for doubles qualifying players shall be available beginning on Saturday and continue through the night of their last match.

**Points.** The qualifying team shall receive 45 ranking points. The team losing in the final round of qualifying shall receive 25 ranking points\*.

\*Teams receiving a first round Bye and subsequently losing in the final round receive no points.

#### 2) ATP Challenger Tour Tournaments

There is no doubles qualifying at ATP Challenger tour events.

### D. Entry Deadline Extensions

ATP may extend the deadline for entries and/or withdrawals when unforeseen circumstances arise.

## 7.04 Entry/Withdrawal Method

A player may enter a Grand Slam, ATP Tour or ATP Challenger Tour tournament through a written entry form or other alternatives available to ATP player members. For entry into an ATP Tour or ATP Challenger Tour main draw or qualifying singles and doubles, the player must be an ATP Player Member or an ATP Registered Player. Wild Cards are exempt from this provision.

#### ATP Tour 250 Main Draw Singles Late Entry (LE) Spot:

A Late Entry spot is a reserved position (one) in each ATP 250 tournament. Only players with a ranking better than the original tournament entry list cut are allowed to enter. The entry deadline for this spot is Thursday, 10 AM Eastern Time, USA prior to the Monday of the tournament week. At this deadline, the position will be filled by the highest ranked player who entered using the Pepperstone ATP Rankings (Singles) used for tournament entries twenty-eight (28) days prior to the Monday of the tournament week. If there are no entries for the LE spot by the deadline, then the position in the main draw goes to the next eligible player on the entry list.

#### ATP Next Gen Programme

Players born in 2004 or later will be eligible for the Programme in 2024. Players who begin the season aged 20&U and turn 21 in 2024 will not be considered for the Programme. Starting from 01 January 2024, playing opportunities for players aged 20 & under who break into the Top 250 & 350 of the Pepperstone ATP Rankings will be reserved as follows:

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- Players who break into the Top 350 and are aged 20 & under will be eligible to receive up to 8 CH 100 & 125 Opportunities in a calendar year.
- Players who break into the Top 250 and are aged 20 & under will be eligible to receive up to 1 ATP 250 Main Draw Singles & 2 ATP 250 Qualifying opportunities each week with three ATP level events on the calendar in addition to their Challenger opportunities.

Draw spots will be reserved and will drop to the next highest-ranked player should they not be utilized

### **Junior Accelerator Spots (JAS)**

Junior Accelerator Spots are awarded at the Challenger level to the Junior players who are ranked 1-20 in the year-end ITF Junior Rankings, Singles Junior Grand Slam Champions, and Finalists.

- **Challengers 50 and 75** - Junior Accelerator Spot can be awarded to up to two (2) players in every Main Draw (eligible Junior players ranked 1-10 and Junior Grand Slam Champions) and to up to two (2) players in every Qualifying (eligible Junior players ranked 11-20 and Singles Junior Grand Slam Finalists) of Challenger 50 and 75 tournaments.

Each Junior player ranked 1-10 and Junior Grand Slam Champion shall be eligible for up to eight (8) total Main Draw opportunities, with a maximum of four (4) uses per six (6) months. Each player ranked 11-20 and Junior Grand Slam Finalist shall be eligible for up to eight (8) total Qualifying opportunities, with a maximum of four (4) uses per six (6) months.

- **All Challengers** – Players who are eligible for the Challenger Junior Accelerator Spots (i.e. ranked 1-20) can be promoted via Promotion System from Qualifying to Main Draw at any Challenger tournament (i.e. up to 2 spots reserved per tournament) if they are directly accepted into the Qualifying with their ATP Ranking at the entry deadline, subject to availability.

Any Junior Accelerator Spot or Promotions from Qualifying to Main draw will be determined at the relevant Challenger Main Draw or Qualifying Entry Deadline.

### **College Accelerator Spots (CAS)**

College Accelerator Spots are awarded at the Challenger level to the College players who are ranked 1-20 in the season-end Intercollegiate Tennis Association (ITA) Collegiate Tennis Rankings, as well as individual NCAA Division I Tennis Championships quarterfinalists.

- **Challengers 50 and 75** - College Accelerator Spots can be awarded to up to two (2) players in every Main Draw (eligible College players ranked 1-10 and individual NCAA DI Champion) and to up to two (2) players in every Qualifying (eligible College players ranked 11-20 and individual NCAA DI quarterfinalists) of Challenger 50 and 75 tournaments.

Players who have finished College education – defined as any player who has obtained a College degree or who has stopped college education for the pursuit of full-

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time competition on the professional tennis circuit – shall be eligible for the following opportunities:

- i) Players ranked 1-10 in the season-end singles ITA Collegiate Tennis Ranking and NCAA Division I Champion shall be eligible for up to eight (8) Accelerator Spots over twelve (12) months at Challenger Main Draw, with a maximum of four (4) uses per six (6) months, starting July 1, 2023.
- ii) Players ranked 11-20 in the season-end singles ITA Collegiate Tennis Ranking and NCAA Division I quarter-finalists shall be eligible for up to eight (8) Accelerator Spots over twelve (12) months at Challenger Tour Qualifying, with a maximum of four (4) uses per six (6) months, starting July 1, 2023.

Players who remain in College education – defined as any player who is scheduled to return to College in the following semester - shall be eligible for the following opportunities:

- i) Players ranked 1-10 in the season-end singles ITA Collegiate Tennis Ranking and NCAA Division I Champion shall be eligible for up to six (6) Accelerator Spots at Challenger Main Draw over six (6) months, starting July 1 2023, through to the last week of Challenger events in the season.
- ii) Players ranked 11-20 in the season-end singles ITA Collegiate Tennis Ranking and NCAA Division I quarter-finalists shall be eligible for up to six (6) Accelerator Spots at Challenger Qualifying over six months, starting July 1, 2023, through to the last week of Challenger events in December.

• **All Challengers** – Players who are eligible for the Challenger College Accelerator Spots (ranked 1-20) can be promoted via Promotion System from Qualifying to Main Draw at any Challenger tournament (up to 2 spots reserved per tournament) if they are directly accepted into the Qualifying with their ATP Ranking at the entry deadline, subject to availability.

Any College Accelerator Spot or Promotions from Qualifying to Main draw will be determined at the relevant Challenger Main Draw or Qualifying Entry Deadline.

### A. Main Draw - Singles

- 1) No player shall be considered entered or withdrawn from an \*ATP Tour Masters 1000, ATP Tour 500\*\*, ATP Tour 250 or ATP Challenger Tour tournament unless his written entry or written withdrawal is received on or before the entry or withdrawal deadline by a player relations staff member, ATP Supervisor or through the PlayerZone. A player must have entered in order to be moved into the main draw as a direct acceptance because of the withdrawals of other players. For each ATP Tour Masters 1000 tournament, players with a Pepperstone ATP Rankings position that qualifies them as a direct acceptance or alternate, shall be automatically entered by ATP.

\* For the mandatory ATP Tour Masters 1000 tournaments, this section is applicable for withdrawals only as entries are automatic. If a withdrawal is made prior to the Acceptance List being published, any player directly accepted as a result of that withdrawal will be considered a Direct Acceptance once the list is published.

\*\* Commitment players are automatically accepted into the main draw of all ATP Tour 500 events in which they have entered in a proper manner.

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- 2) Once a player enters he is subject to all the withdrawal provisions.
- 3) Withdrawals, retirements or defaults during an ATP Tour or ATP Challenger Tour tournament must be made through the Supervisor.

### B. Main Draw - Doubles

#### 1) Advance Entry – ATP Tour Only

- a) No team shall be considered entered or withdrawn from an ATP Tour tournament\* unless their written entry or written withdrawal is received on or before the entry or withdrawal deadline by a player relations staff member or ATP Supervisor. A team must have entered in order to be moved into the main draw as a direct acceptance because of the withdrawals of other players.
- b) Once a team enters they are subject to all the withdrawal provisions.

\*The top 13 teams from the final 2023 ATP Doubles Team Rankings shall receive automatic Direct Acceptance into the first 5 Masters 1000 events in the 2024 season (if not included as a Direct Acceptance on their own merit). To qualify for automatic acceptance a team must have competed as a team in 11 ATP Tour or Grand Slam events during the 2023 season. A player can only be eligible on one team.

For each of the remaining four (4) Masters 1000 events, the top 13 teams in the Team Race at the advanced entry deadline for that event, shall receive automatic Direct Acceptance into that Masters 1000 event (if not included as a Direct Acceptance on their own merit). A player can only be eligible on one team.

To qualify for automatic acceptance into the first 5 Masters 1000 events a team must have competed together as a team in each week of the 2024 season where both players were playing doubles in that week. The exception would be when they were both involved in the singles of different events.

To qualify for automatic acceptance into the final 4 Masters 1000 events, a team must compete together as a team in each week of the 2024 season where both players were playing doubles in that week. The exception would be when they were both involved in the singles of different events.

#### 2) On-Site Entry - ATP Tour - See 7.03 B. 1) c)

##### On-Site Entry - ATP Challenger Tour Tournaments

- a) No team shall be accepted for on-site entry into the doubles event unless one player of the team personally signs the on-site entry list unless subsection d) applies.
- b) If neither player of the team is able to sign the list then such team may enter the doubles event by submitting a written entry to ATP or by personally contacting the Tour Manager or Supervisor at the tournament he wants to play.
- c) Written entries submitted by a player(s) who is not on-site and who has not been able to talk to the Tour Manager or Supervisor, must be received by the on-site Supervisor prior to the deadline.
- d) The Tour Manager or Supervisor may sign-in and enter doubles teams.
- e) Each member of a team wishing to enter the doubles event must be either an ATP Player Member or an ATP Registered Player.

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### ***Emailed Doubles Entry***

**Case:** *The Supervisor/Referee is sent a doubles entry via email. The email was not seen by the Supervisor/Referee until after the entry deadline. The date/time of the email show that it was received prior to the deadline. Is this a valid entry?*

**Decision:** *No. To be considered as a valid entry the official at the site of the doubles event (Supervisor, Referee or Tour Manager) must have actually viewed the email. The same decision would be made on undelivered faxes or an entry left on voice mail.*

**Note:** *Proper procedure for any emailed or faxed entries would be to ask for a confirmation from the person who the entry was sent. Barring confirmation, you should make personal contact prior to the entry deadline.*

### **C. Qualifying**

Players may be entered in the main draw (singles or doubles) as qualifiers based on their success in the respective qualifying competition.

- 1) **Challenger.** The ATP Challenger Alternate Sign-in shall begin no later than 4 p.m. and close at 6 p.m. local time on the day prior to the start of the qualifying competition. There shall also be an Alternate sign-in on the day of first round qualifying play, this deadline is one-half hour prior to the start of play on the day of the qualifying competition.
- 2) **ATP Tour.**
  - a) Direct acceptances to ATP Tour qualifying are not required to sign-in.
  - b) The ATP Tour Qualifying Alternate sign-in shall begin no later than 4 p.m. and close at 6 p.m. local time on the night prior to the start of the qualifying competition (Friday night for a qualifying commencing on Saturday).
- 3) **Challenger & ATP Tour.** There shall also be an Alternate sign-in on the day of first round qualifying play, this deadline is one-half hour prior to the first scheduled qualifying match. This is a new sign-in and any player who is on-site and with a Pepperstone ATP Ranking (singles or doubles) is eligible to sign-in.

### ***Can I Play Both?***

**Case:** *A player is playing a doubles match on the Friday night before a Saturday start to Qualifying that will not finish before 9 p.m. local time at the following week's tournament. The next tournament is 2-3 hours traveling time and because the doubles semi-finals is scheduled for Saturday night, it is feasible for the player to drive between the two locations so that he could compete in the qualifying singles and still play the doubles semi-final should he win on Friday night. Can he remain a direct acceptance?*

**Decision:** *Yes. The Saturday night doubles match (which cannot be a result of special scheduling) makes this possible for the player. Appropriate penalties apply if the player does not appear for his qualifying match or his doubles semi-final match, if he wins Friday night.*

### ***Players Miss Sign-In***

**Case:** *Players cannot be at the Lucky Loser/Alternate sign-in on time because of circumstances beyond their control. If the Supervi-*

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*or is satisfied that the players were not at fault, may he sign them in?*

**Decision:** *No.*

### D. Sign-in Protocol:

All sign-ins (doubles, qualifying, alternates, lucky losers) must be done by phone via text messaging. Each entry must be received and viewed by the on-site supervisor, or the designate listed on the official detail sheet, prior to the deadline. The player is responsible for having his entry confirmed by the supervisor or the designate listed on the official detail sheet.

### 7.05 Withdrawal/Late Withdrawal Penalties

The following shall result when a player withdraws after the deadline from the singles main draw of an ATP Tour or ATP Challenger Tour tournament:

- A. A player shall be subject to the sanctions provided in the Player Code of Conduct.
- B. If the withdrawal is from the singles main draw of an ATP Tour tournament, the player shall be required to fulfill his obligations under the ATP Stars Program.
- C. If the withdrawal occurs after 10 AM, Eastern Time, USA, on Friday before the tournament week or, in the case of doubles, after the on-site entry deadline, then the withdrawal shall be considered a late withdrawal and shall also result in a late withdrawal fine, unless the injury on-site examination provisions or player promotional activity provisions apply as stated under repeal of penalties. In addition, in the case of a 96-draw tournament, if the withdrawal occurs after the qualifying or main draw is made, whichever comes first, the player shall receive a late withdrawal fine, unless the injury on-site examination or player promotional activity provisions apply. Players included in the draw that fail to appear on-site shall be classified as a late withdrawal.

#### **Whom To Fine?**

*Case: Player A and player B agree to play doubles together in a tournament, so player B signs the team in to play. On Monday, player A withdraws from singles and consequently from doubles. As player A does not come on-site for promotional activities, he is aware that he will get a withdrawal penalty for singles. What penalties apply to the doubles team?*

**Decision:** *Player A gets a fine for doubles while player B does not as he is on-site.*

### D. No Play After Withdrawal

- 1) If a player withdraws after the entry/withdrawal deadline from the singles or doubles event of a Grand Slam, ATP Tour, ATP Challenger Tour or the qualifying competition of an ATP Tour/Challenger Tour tournament for any reason, he may not play in any other tournament or special event during that tournament week.
- 2) If the withdrawal was for medical reasons then the player may enter and compete in the doubles event of the same tournament provided he is determined by the Supervisor, upon written medical advice, to be physically capable to compete on a professional level of play.

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- 3) No player may continue playing in an ATP Tour or ATP Challenger Tour tournament in singles or doubles after giving notice of withdrawal from a tournament scheduled in a future week on account of injury, illness or other medical reason. Players, however, may continue playing in that event if the withdrawal from the future event was for non-medical reasons.
- 4) **ATP TOUR:** The exception to No Play after Withdrawal is the withdrawal of a team accepted into the main draw of an ATP Tour tournament through the advance entry method due to one or both team members being accepted into the main draw singles of another ATP Tour, ATP Tour Qualifying or ATP Challenger Tour tournament. In this case, both players may enter a doubles competition, together or separately, through the on-site entry method.
- ATP CHALLENGER TOUR:** The exception to No Play after Withdrawal is the withdrawal of a team accepted into the main draw of an ATP Challenger Tour tournament through the advance entry method due to one or both team members being accepted into the main draw singles of another ATP Tour, ATP Tour Qualifying, ATP Challenger Tour tournament, ATP Challenger Tour Qualifying or ITF WTT M25 or M15 main draw or qualifying tournament. In this case, both players may enter a doubles competition, together or separately, through the on-site entry method.
- 5) A violation of this section shall also be punishable by the provisions set forth in the Code of Conduct.

***Case:** A player is a Direct Acceptance in a Grand Slam or Masters 1000 96-draw tournament and withdraws. Can he play an ATP Challenger during the 2nd week of that tournament.*

***Decision:** Yes as long as the withdrawal was prior to the start of qualifying.*

***Case:** A player is an alternate on an ATP Tour Qualifying list and gets in and is inserted in the draw which is done before the official withdrawal deadline due to the difference in time zones. Is he allowed to withdraw once he is in the draw and play somewhere else?*

***Decision:** When the player gets in the draw, he is automatically withdrawn from any other qualifying event where he was an alternate. He will be allowed to withdraw (up until the Thursday, 10 AM commitment deadline) from the event where he got in and not be penalized. However, he will only be allowed to play doubles at the same event.*

***Case:** May a player withdraw from a tournament where he is a Direct Acceptance in singles or doubles (with his regular or protected ranking) and then accept a wild card into the same tournament?*

***Decision:** Yes, provided the withdrawal is prior to the withdrawal deadline, a player may withdraw from a tournament and then accept a wild card into the same tournament. For doubles, the wild card must be with his original partner. He cannot accept a wild card nor play in any other tournament or event in the same week as the tournament he withdrew from. (Tour Policy)*

***Case:** A player accepted in an ATP Tour, ATP Challenger Tour main draw or ATP Tour Qualifying list using a PR withdraws prior to the withdrawal deadline and accepts a WC into the same event. Does*

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*this tournament count towards the total tournaments at which the player can use his PR?*

**Decision:** *No, this tournament will not count towards the player's total of tournaments.*

**Case:** *A player withdraws from an ATP Tour tournament prior to the Friday, 10 AM deadline with injury. He is allowed to play doubles in the same event provided he is determined to be physically capable to compete. Since he is coming on-site to play doubles, does he have to do promotional activity?*

**Decision:** *No, however, he is required to complete his Stars requirements if requested by ATP staff.*

**Case:** *May a player withdraw BDA from the main draw alternate list of an ATP Tour or Challenger event and play the Qualifying of the same event?*

**Decision:** *Yes, unless he would have moved into the main draw of that event, had he not withdrawn. A player may not turn down this main draw position to play the qualifying of that event. He may, however, play the Qualifying of a different event.*

### **Challenger Cancels, Where can I Play?**

**Case:** *A player enters and is main draw of a Challenger on the original Acceptance List. The Challenger cancels. The deadline has now passed for entering another Challenger or 250 tournament during the same week. What are the player's options for competing that week?*

**Decision:** *The player may sign in as an Alternate at any ATP Tour or ATP Challenger Tour qualifying event the same week. Or he may accept, if offered, a Wild Card at any Challenger or ATP Tour event. He may not be inserted directly into the draw or placed on another Acceptance List.*

### **Options if Tournament Changes Surface after the Entry Deadline**

**Case:** *Can a player withdraw from the main draw and play elsewhere during the same week if a tournament changes its surface after the Acceptance List has come out?*

**Decision:** *The player may sign in for Qualifying at any event that week or he may accept, if offered, a Wild Card at any Challenger or ATP Tour event. He may not be inserted directly into the draw or placed on another Acceptance List.*

**Case:** *A doubles team enters 4 Challenger tournaments in the same week through phone or email. The team is accepted and appears on two draws at the same time as well as the alternate lists of the other 2 tournaments. Is the team allowed to withdraw from one of the events it is accepted into and play at the other one?*

**Decision:** *No. The team is in violation of the One Tournament Per Week and No Play After Withdrawal rules and will be withdrawn from all tournaments that week.*

**Case:** *A player moves from the Alternate list into a Challenger Singles Main Draw at the 10 AM deadline on Friday before the event and later appears in the draw. Not knowing that he is in the main draw of a tournament already, the player requests and receives a*



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*Main Draw wild card at another Challenger tournament the same week and appears in the draw. Is the player allowed to withdraw from one of the events and compete at the other one?*

**Decision:** *No. The player is in violation of the One Tournament Per Week and No Play After Withdrawal rules and will be withdrawn from both tournaments that week.*

E. Withdrawals from the qualifying competition at ATP Tour/Challenger Tour tournaments will be without penalty if one of the following occurs:

- 1) Player is accepted into the main draw of ATP Tour Masters 1000, ATP Tour 500 or ATP Tour 250 tournament, or in the case of an ATP Challenger Tour qualifying withdrawal, the main draw of another ATP Challenger Tour singles event.
- 2) Player is still competing in an ATP Tour, ATP Challenger Tour, or ITF Men's WTT tournament at any time on the day prior to the commencement of qualifying.
- 3) The first two (2) withdrawals are excused, thereafter, each withdrawal is subject to a fine in accordance with article 8.03 B., Fines.

### 7.06 One Tournament Per Week and Exception

#### A. Regulation:

A player may only enter and compete in one Grand Slam, ATP Tour, ATP Challenger Tour or special event during that tournament week. Once a player enters and is accepted into the main draw of singles, doubles, or the qualifying competition, he is committed to that tournament for the week, unless released by the Senior Vice President - Rules & Competition or Supervisor. A player who loses in the singles qualifying competition may enter the doubles event of any tournament.

**Case:** *May a team who enters and loses doubles qualifying at an ATP 500 event on Saturday enter doubles in a Challenger for the same week.*

**Decision:** *No. This would violate the provisions of the One Tournament Per Week rule.*

#### B. Exception:

A player who has lost in a tournament may enter the qualifying for a tournament scheduled for the next week\*. The Supervisor may authorize a player who is still competing in the main draw of a tournament in singles and/or doubles to enter the qualifying for the next week's ATP Tour and ATP Challenger Tour tournaments provided that no special scheduling by either tournament shall be required. In the event of a conflict, he shall be withdrawn from such qualifying so as to compete in the singles and/or doubles of the main draw tournament in which he is competing. In addition, if the player does not appear for play as scheduled, there shall be an automatic fine.

\*This does not apply to events in the same week as a Grand Slam qualifying event. Players accepted into the qualifying of a Grand Slam event will not be allowed to compete in any ATP Tour or ATP Challenger event (qualifying or main draw) held in the same week.

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### 7.07 Play-Up Regulation (ATP Challenger Tour Tournaments)

#### A. Restrictions - Challengers 75-125

- 1) Players positioned 1-10 in the Pepperstone ATP Rankings twenty-one (21) days prior to the first Monday of the ATP Challenger Tour tournament are prohibited from entering, accepting a wild card and/or competing in an ATP Challenger Tour tournament. Players who would have been, had they and all other players entered, a direct acceptance on the original acceptance list for a Grand Slam are prohibited from entering, accepting a wild card and/or competing in an ATP Challenger Tour tournament in the first week of the Grand Slam tournament.
- 2) Players positioned 11-50 (excluding Entry Protection ranking) in the Pepperstone ATP Rankings twenty-one (21) days prior to the first Monday of the ATP Challenger Tour tournament are prohibited from entering (with the exception of Challenger 175 category) but may receive an ATP-approved wild card in order to compete in the Challenger tournament. The Challenger Supervisor will make wild card determinations consistent with the limitations outlined below. Players positioned 11-50 are also prohibited from entering, accepting a wild card or competing in a Challenger 75 tournament.
- 3) ATP Challenger Tour tournaments scheduled the same week as an ATP Tour tournament may offer wild cards to players positioned 11-50 in the Pepperstone ATP Rankings who have received approval from the ATP on-site Supervisor according to the following breakdown:

ATP Challenger 125	up to (2) two wild cards
ATP Challenger 100	up to (1) one wild card
ATP Challenger 75	no wild card

- 4) ATP Challenger Tour tournaments not scheduled in the same week as ATP Tour tournaments, or scheduled during the 2nd week of a Grand Slam, ATP Tour Masters 1000 96-draw tournaments may offer wild cards to players positioned 11-50 in the Pepperstone ATP Rankings who have received approval from the ATP on-site Supervisor according to the following breakdown:

ATP Challenger 125	up to (3) three wild cards
ATP Challenger 100	up to (3) three wild cards
ATP Challenger 75	no wild card

**NOTE:** These restrictions apply only to singles draws.

#### B. Restrictions - Challenger 50

Players positioned 1-150 in the Pepperstone ATP Rankings twenty-one (21) days prior to the first Monday of the ATP Challenger Tour tournament are prohibited from entering Challenger 50 events. ATP Challenger 50 tournaments may offer an ATP-approved wild card to players ranked 51-150 in the Pepperstone ATP Rankings at the entry deadline who have received approval from the ATP on-site Supervisor according to the following breakdown:

51-100	1 wild card limited to a player of the same nationality as the event
101-150	1 wild card - no nationality restriction

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**Case:** A player ranked between 11-50 asks for a wild card into an ATP Challenger 100 and is denied by the tournament. The player then signs in for the qualifying. Is he allowed to play qualifying?

**Decision:** He is allowed to play only if the tournament grants him a wild card into the qualifying. The WC, however, will not count against the maximum allowed number of 11-50 players for the tournament.

**Case:** A player ranked 11-50 at the time of the entry deadline asks for a wild card into an ATP Challenger 100 and is denied by the tournament. The player's ranking then drops below 50 and he signs in for the qualifying. Is he allowed to play qualifying?

**Decision:** Yes. Since his ranking dropped below 50, he is allowed to sign in and play qualifying and does not need a wild card.

**Case:** May a player who was ranked in the 11-50 range at the time of the entry deadline into an ATP Challenger 75 event, but whose ranking falls below this at the time of the qualifying sign-in, be accepted into the event as a main draw or qualifying wild card or sign-in for the qualifying event?

**Decision:** No. The rule under 7.07 A 2) states that these players are prohibited from entering, accepting a wild card or competing in an ATP Challenger 75 tournament.

### 7.08 The Draw

#### A. Minimum Draw Size

- 1) The singles draw size for ATP Tour Masters 1000 tournaments shall be:
 

ATP Tour Masters 1000	96 Draw
ATP Tour Masters 1000 / Outdoors	56 Draw
ATP Tour Masters 1000 / Indoors	48 Draw
- 2) With the exception of the Nitto ATP Finals, the minimum singles draw size for all other ATP Tour tournaments is as follows:
 

ATP Tour 500 / Outdoors	32 Draw
ATP Tour 500 / Indoors	32 Draw
ATP Tour 250 / Indoors & Outdoors	28 Draw*

\* ATP Tour tournaments may petition ATP for an increased size of the main draw. The deadline for submitting the petition is six (6) months prior to Monday of the tournament week.
- 3) Doubles draw sizes may be found under "Composition of Draws".

#### B. Composition of Draws - ATP Tournaments

- 1) **Main Draw Singles:** The singles main draw shall be composed as follows:
  - a) **ATP Tour Masters 1000 Tournaments:**

Total	Direct		Wild	Special
<u>Accepted</u>	<u>Acceptances</u>	<u>Qualifiers</u>	<u>Cards</u>	<u>Exempts</u>
48	38-39	6	3	0-1
56	44-45	7	4	0-1
96	78-79	12	5	0-1
		<b>146</b>		

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### b) ATP Tour 500 Tournaments:

Total	Direct		Wild	Special
<u>Accepted</u>	<u>Acceptances</u>	<u>Qualifiers</u>	<u>Cards</u>	<u>Exempts</u>
32	23-25	4	3-4*	0-1
48	36-38	6	4-5*	0-1
56	42-44	7	5-6*	0-1

\*Applies only for an A+ player from the region

### c) ATP Tour 250 Tournaments:

Total	Direct		Wild	Special
<u>Accepted</u>	<u>Acceptances</u>	<u>Qualifiers</u>	<u>Cards</u>	<u>Exempts</u>
28	19-21	4	3	0-2
32	23-25	4	3	0-2
48	38-40	4	4	0-2
56	45-47	4	5	0-2

**NOTE:** All ATP Tour 250 tournaments shall have a 16 draw qualifying regardless of the size of the main draw.

### C. Composition of Draws - Challenger Tour Tournaments (unless otherwise approved by ATP)

#### 1) Main Draw 32 Players

- a) 21/19 Direct Acceptances based on Pepperstone ATP Ranking
- b) 3 Wild Cards
- c) 6 Qualifying Positions
- d) 0-2 Special Exempts
- e) 0-2 JAS/CAS

#### 2) Qualifying is a 24-player event for 6 positions in the main draw

- a) 18 Direct Acceptances based on most recent Pepperstone ATP Ranking.
- b) 4 Wild Cards
- c) 0-2 JAS/CAS

#### 3) Vacancies

- a) Any main draw vacancies occurring after the withdrawal deadline and prior to the start of Qualifying will be filled in ranking order from the original main draw acceptance list by players who have preserved their position on the list. Players from the main draw alternate list who are directly accepted into qualifying are considered to have preserved their eligibility. A player can only preserve his eligibility on one list. If there are no alternates from the original main draw acceptance list who have preserved eligibility, the vacancy will be filled by the highest ranked player from the qualifying or alternate list using the Pepperstone ATP Rankings, and then Pepperstone ATP Doubles Rankings, used for seeding.

After the start of the qualifying, any vacancy will come from the Lucky Loser/Alternate list. The Alternates will be placed below the players who lost in qualifying and shall be ordered based upon their position in the Pepperstone ATP Rankings, and then the Pepperstone ATP Doubles Rankings, used for seeding.

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**NOTE:** In order to preserve his eligibility on the Acceptance List, the player must email the ATP Supervisor directly prior to 6 PM local time on the day before qualifying starts (email listed on detail sheet) and personally inform the Supervisor that he wishes to preserve his position on the Acceptance List and the player must leave a contact number. The player should ask for confirmation that the Supervisor has received the email in a timely manner. A player can only preserve his eligibility on one list.

**D. Composition of Draws - Doubles:** The doubles main draw shall be composed as follows:

**1) ATP Tour 250/500 Tournaments: Direct Acceptances**

<b>Singles</b>	<b>Doubles</b>	<b>Direct Acceptances</b>	<b>Wild</b>
<b><u>Draw Size</u></b>	<b><u>Draw Size</u></b>	<b><u>Advance Entry</u></b>	<b><u>Cards</u></b>
28/32	16	14*	2
48	16	14*	2
56	24	22*	2

\*For ATP 500 - 1 from Qualifying

**2) ATP Masters 1000 Tournaments: Direct Acceptances**

<b>Singles</b>	<b>Doubles</b>	<b>Direct Acceptances</b>	<b>Wild</b>
<b><u>Draw Size</u></b>	<b><u>Draw Size</u></b>	<b><u>Advance Entry</u></b>	<b><u>Cards</u></b>
96	32	29	3
56*	28	25	3
48*	24	22	2

\*Optional Draw Size for ATP Masters 1000 56 & 48 Draw Singles

<b>Singles</b>	<b>Doubles</b>	<b>Direct Acceptances</b>	<b>Wild</b>
<b><u>Draw Size</u></b>	<b><u>Draw Size</u></b>	<b><u>Advance Entry</u></b>	<b><u>Cards</u></b>
56	32	29	3
48	28	25	3

**3) ATP Challenger Tour Tournaments**

<b>Total</b>	<b>Direct Acceptances</b>		<b>Wild</b>
<b><u>Accepted</u></b>	<b><u>Advance Entry</u></b>	<b><u>On-Site</u></b>	<b><u>Cards</u></b>
<b>16</b>	<b>10</b>	<b>4</b>	<b>2</b>

**E. Qualifying**

**ATP Tour:** The Alternate Sign In for ATP Tour singles qualifying shall begin no later than 4 p.m. and close at 6 p.m. local time on the night prior to the start of the qualifying competition (Friday night when qualifying commences on Saturday). There shall also be an Alternate sign-in on the day of first round qualifying play, this deadline is one-half hour prior to the first scheduled qualifying match. This is a new sign-in and

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any player who is on-site and with a Pepperstone ATP Ranking (singles or doubles) is eligible to sign-in. Once the qualifying competition has begun, only those players who ultimately qualify and lucky losers may be accepted into the main draw. The qualifying competition commences when the first ball of the first qualifying match is struck.

**ATP Challenger Tour.** The on-site alternate sign-in shall begin no later than 4 p.m. and close at 6 p.m. local time on the night prior to the start of the qualifying competition. There shall also be an Alternate sign-in on the day of first round qualifying play, this deadline is one-half hour prior to the first scheduled qualifying match. This is a new sign-in and any player who is on-site and with a Pepperstone ATP Ranking (singles or doubles) is eligible to sign-in. Qualifying vacancies occurring after the withdrawal deadline - 10 AM, Eastern Time, USA on Friday shall be filled from the on-site alternate sign-in using the most recent Pepperstone ATP Rankings.

Any main draw vacancies occurring after the withdrawal deadline and prior to the start of Qualifying will be filled in ranking order from the original main draw acceptance list by players who have preserved their position on the list. Players from the main draw alternate list who are directly accepted into qualifying are considered to have preserved their eligibility. A player can only preserve his eligibility on one list. If there are no alternates from the original main draw acceptance list who have preserved their eligibility, the vacancy will be filled by the highest ranked player from the qualifying or alternate list using the Pepperstone ATP Rankings, and then the Pepperstone ATP Doubles Rankings, used for seeding.

Once the qualifying competition has begun, only those players who ultimately qualify, lucky losers and eligible alternates may be accepted into the main draw. The qualifying competition commences when the first ball of the first qualifying match is struck. The Alternates will be placed below the players who lost in qualifying and shall be ordered based upon their position in the Pepperstone ATP Rankings, and then the Pepperstone ATP Doubles Rankings, used for seeding.

NOTE: For ATP Challenger Tour qualifying tournaments, withdrawals occurring after 10 AM Eastern Time USA and prior to the draw\* will be filled from that night's alternate sign-in. Vacancies occurring after the release of the qualifying draw, will be filled from the next day's on-site alternate list. Players must personally sign-in to be eligible as an on-site alternate.

\* For events in a time zone where the qualifying draw is made prior to 10 AM Friday, Eastern Time USA, vacancies occurring after the Qualifying Alternate sign-in deadline but prior to the qualifying draw shall be filled from that night's alternate sign-in.

- 1) **Singles.** ATP Tour Masters 1000 and ATP Tour 500 qualifying draw size will be one-half (1/2) the size of the main draw. The qualifying size for all ATP Tour 250 tournaments shall be 16 with 4 qualifiers. The singles qualifying shall be composed as follows:

- a) ATP Tour Tournaments - Qualifying:

<u>Total Accepted</u>	<u>Direct Acceptances</u>	<u>Wild Cards</u>
16	13	3
16*	14	2
24	20	4

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28	24	4
48	43	5

\* Denotes ATP Tour 250 Qualifying

b) ATP Challenger Tour Tournaments - Qualifying:

<u>Total Accepted</u>	<u>Direct Acceptances</u>	<u>Wild Cards</u>
24	20	4

2) **Doubles Competition.** The doubles qualifying shall be composed as follows:

**ATP Tour 500 Tournaments Qualifying:**

<u>Total Accepted</u>	<u>Direct Acceptances</u>	<u>Wild Cards</u>
4	3	1

### 7.09 Size and Method of Draw

#### A. Main Draw

##### 1) Singles

- a) **28 Competitors.** A draw sheet with 32 places shall be used. After the seeds and byes are placed, the remaining players, including the qualifiers, shall be drawn and placed in the vacant spaces in the draw, beginning at the top of the draw.
- b) **32 or 64 Competitors.** A draw sheet of 32 or 64 places shall be used. After the seeds are placed, the remaining players, including the qualifiers, shall be drawn and placed in the vacant spaces in the draw, beginning at the top of the draw.
- c) **48 or 56 Competitors.** A draw sheet with 64 places shall be used. After the seeds and byes are placed, the remaining players, including the qualifiers, shall be drawn and placed in the vacant spaces in the draw, beginning at the top of the draw.
- d) **96 Competitors.** A draw sheet with 128 places shall be used. After the seeds and byes are placed, the remaining players, including the qualifiers, shall be drawn and placed in the vacant spaces in the draw, beginning at the top of the draw.

##### 2) Doubles

- a) The draw shall be for 16, 24 or 32 teams.
- b) Placing of seeds and byes and the drawing of the remaining teams, including qualifiers, shall be in accordance with the same principles used in the singles main draw.

#### B. Qualifying Draw

The qualifying draw shall be made in sections, and the winner of each section shall be given a place in the main draw, as determined by lot.

##### 1) Singles

- a) If four (4) qualifiers are required, there shall be four (4) sections; six (6) qualifiers, six (6) sections; and so on. The draw shall be seeded and the selection of seeds shall be based on the most recent available and complete Pepperstone ATP Rankings list.
- b) There shall be no pre-qualifying event; however, a tournament may conduct a separate or local event to determine wild cards in the qualifying competition

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or main draw, and unsuccessful participants in this event are eligible to be considered for entry into the qualifying competition.

### 2) Doubles - ATP Tour 500

There shall be a four-draw event with one team qualifying.

#### **Correct When Left Out of Draw**

**Case:** After the qualifying draw has been made, it is discovered that player A, who was properly entered, has been left out of the draw. What is the procedure to correct this mistake?

#### **Decision:**

1. If player A is unseeded, replace the last direct acceptance in the qualifying draw with player A in the draw. Follow this procedure if play has begun unless the last direct acceptance has begun his first match. If the last direct acceptance has started his first match then no correction is to be made and player A is left out of the draw.

2. If player A is seeded, then if he is one of the top four (4) seeds he replaces seed four (4) and then seed four (4) replaces seed eight (8). Seed eight (8) then replaces the last direct acceptance. If player A is to be seeded 5-8, then he shall replace seed eight (8) and then seed eight (8) replaces the last direct acceptance. The same principle is followed for larger qualifying draws where you have a greater number of seeds. If play has begun, then the Supervisor shall evaluate the impact upon the draw and correct when possible. If the last direct acceptance has begun play, then no corrections are possible.

#### **Correcting an Error in Seeding**

**Case:** After the event has begun, it is discovered that a tie between 2 seeded players or teams was not broken correctly. What action may be taken?

**Decision:** If the players or teams involved in the error have not played their first match, then the error in seeding may be corrected by switching the positions of the affected players or teams.

#### **Don't Have Eight Seeds**

**Case:** In a qualifying draw, there are only seven (7) players listed in the Pepperstone ATP Rankings or the Pepperstone ATP Doubles Rankings. Since there will not be an eighth seed, how are seeds 5-7 placed in the Draw?

**Decision:** Draw seeds 5, 6 and 7 for placement in sections 2,3 and 4.

#### **Main Draw Seed for a Qualifier**

**Case:** May a player who gains a place in the main draw by qualifying be seeded in the main draw?

**Decision:** Yes. However, if the main draw is made prior to the completion of the qualifying, then the original seedings are final.

#### **Who to Seed in singles Qualifying**

**Case:** Seven (7) players listed in the Pepperstone ATP Rankings sign in for the singles qualifying. Two (2) other players listed in the Pepperstone ATP Doubles Rankings sign-in along with fifteen (15) other players. How many and which players will be seeded?



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**Decision:** *Eight (8) players. The seven (7) singles players and the highest-positioned doubles player.*

**Player Pulled from ATP Tour 250 and 500 Qualifying**

**Case:** *An ATP Tour 500 and an ATP Tour 250 or a different ATP Tour 250 or 500 event are being held the same week. Can a player inside the original cut of the ATP Tour 250 or 500 qualifying list be withdrawn in order to be moved into the main draw of the ATP Tour 250 or 500 or a different ATP Tour 500 or 250 event or accept a wild card?*

**Decision:** *Yes.*

### 7.10 Special Exempts (SE)

#### A. Eligibility

Players may receive a special exempt into the main draw of the following week's tournament if they meet the criteria and apply for it in a timely manner.

- 1) A player is eligible to receive a special exempt into the singles main draw of the following week's tournament, subject to the provisions of this section, if he is unable to compete in that qualifying competition because he is still competing on the date the qualifying competition begins in another qualified event, and his current ranking as of the date of the entry deadline would not have otherwise qualified him as a direct acceptance on the original acceptance list if he had entered. In addition, a player who is still playing a match at 9 p.m. local time at the qualifying site, is eligible to receive a special exempt only if he wins that match.
  - a) A Qualified event for special exempt to an ATP Tour Masters 1000 tournament is the singles event of another ATP Tour Masters 1000, ATP Tour 500 or Grand Slam tournament.
  - b) A Qualified event for special exempt to an ATP Tour 500 tournament is the singles event of another ATP Tour 500, ATP Tour Masters 1000, ATP Tour 250\* or Grand Slam tournament.

\*The 250 event must be located in the same region as the 500 event, as determined by ATP and specified in "Exhibit M".
  - c) A Qualified event for special exempt to an ATP Tour 250 tournament is the singles event of any ATP Tour 250, ATP Tour 500, ATP Tour Masters 1000 or Grand Slam tournament.
  - d) A Qualified event for special exempt to an ATP Challenger Tour tournament is the singles event of an ATP Tour or ATP Challenger Tour tournament within the same geographic region, unless there are no Challengers in the same region the following week. If there are no Challengers in the same region the following week, then a qualified event would include all ATP Challenger Tour events scheduled in the following week, regardless of region. (Definition of Regions can be found in "Exhibit M").

**EXCEPTION 1:** A player who has entered and been accepted into the qualifying draw of an ATP Tour tournament and has been withdrawn because he is still competing in a Challenger or Tour event in the same region, will be added to the last position on the special exempt list of an ATP Challenger Tour tournament scheduled for the next week, even though he would have been a direct acceptance, had he entered the Challenger.

**Note:** EXCEPTION does not apply if player was Top 50 twenty one (21) days prior to the first Monday of the Challenger.

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**EXCEPTION 2:** A player who has entered and been accepted into the qualifying draw of an ATP Tour 500 tournament and has been withdrawn because he is still competing in an ATP Tour event, will be added to the last position on the special exempt list of an ATP Tour 250 tournament located in the same region (as determined by ATP) if specific conditions are met. These conditions are:

- i) He is qualified for a Special Exempt spot in the ATP Tour 500 event.
- ii) Due to other qualified player(s) for the Special Exempt into the ATP Tour 500 event there is no Special Exempt available.
- iii) The player's ranking would have qualified him for the main draw of the 250 event, had he entered there instead of the 500 qualifying.

### B. Number of Special Exempts

ATP Tour Masters 1000 and ATP Tour 500 tournaments shall have one (1) special exempt. ATP Tour 250 and ATP Challenger Tour tournaments shall have two (2).

### C. Selection of Special Exempt

- 1) If there are not sufficient special exempt places in the draw for applicants, the players shall be selected according to their position on the most recent Pepperstone ATP Rankings list issued prior to the tournament or by their protected ranking, except:
  - a) If he is a direct acceptance using his protected ranking, then he is not eligible for a special exempt place, or
  - b) If he would have been a direct acceptance had he entered using his protected ranking, then the protected ranking cannot be used to determine his position on the special exempt list.
- 2) **ATP Tour.** If the special exempt places are not needed before the beginning of the qualifying competition, the special exempt places shall be filled by additional direct acceptances selected from the original acceptance list. Thus a player may be pulled out of the qualifying before the first ball is hit and replaced by an alternate list player.
- 3) **ATP Challenger Tour.** If the special exempt place is not needed prior to the 10 AM withdrawal deadline, the special exempt place shall be filled by an additional direct acceptance selected from the original acceptance list. If the special exempt place has not been determined at the deadline, and then following the 10 AM-withdrawal deadline it is determined that the Special Exempt is not needed, the additional direct acceptance shall be filled from the next player who has properly preserved his eligibility on the original acceptance list for that event.

### D. Special Exempt Process

- 1) A list of possible eligible players is compiled by the player relations department by Wednesday/Thursday of the current week for the next week's tournaments.
- 2) The list of eligible players is supplied to the supervisors where the players are competing. The supervisors need to contact each player to inquire if the player is interested in the special exempt position and then contact player relations immediately following the player's decision to remove himself from consideration for any tournament for which he is eligible.
- 3) If the player is interested in an event, player relations coordinates with the supervisors at both events until the SE positions are filled.

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- 4) If the main draw is to be made before a potential special exempt player plays on Friday, then such place(s) shall be drawn in the same manner as qualifier, i.e., four qualifiers ("Q") and one or two "SE" depending on whether there are one or two possibilities. Each of the five or six slots are marked "Q/SE." As soon as the "SE" match results are known, either the "SE" or the next direct acceptance (if the SE lost) is randomly drawn and inserted into the draw.

**NOTE:** The deadline for a player to declare his intent to accept a Special Exempt, if eligible, is no later than one hour following the completion of the match that qualified him for a Special Exempt. Once he has declared his intent to the Supervisor or Player Relations staff, he must accept the Special exempt, if eligible, or be subject to the applicable withdrawal/late withdrawal penalties.

- 5) If, on the day prior to the start of qualifying, a player does not finish his match by nine (9) p.m. local time at the qualifying site and subsequently loses his match, then he is not eligible to be signed in for qualifying or for a special exempt; however, he may receive a wild card from the tournament if it is known before the qualifying draw that he has lost and that no special scheduling shall be required.
- 6) A player who does not appear after accepting a special exempt shall be treated as an entered player and shall receive appropriate penalties.

### **Potential Special Exempt Playing at 9 p.m. Friday**

**Case:** A player is competing in the singles event of a "qualified event" on the night before the next week's qualifying. If the player wins, he will be eligible for a special exempt. His singles match, however, will not be completed by 9 p.m. local time at the qualifying site for the next week's tournament. How does this affect the "composition of draws" at the next week's tournament?

**Decision:** The special exempt slot in the main draw shall be left available pending the result of the player's match. The qualifying draw should be made as required at 9 p.m. unless it is prudent to wait up to an hour for the match result. If the player vying for the special exempt loses, then the unused special exempt place shall be filled by the next player on the original acceptance list\*. If the next player on the original acceptance list is in the qualifying draw, then he shall be withdrawn and moves into the main draw. The vacancy created in the qualifying draw shall be filled from the qualifying alternate list.

\*For ATP Challenger Tour events, the vacancy is filled from the next player on the Acceptance List who properly preserved his eligibility at that event.

### **Potential Special Exempt Loses: After 9 p.m.**

**Case:** A potential special exempt player loses his match at 9:15 p.m. on the night prior to the start of the qualifying competition and he calls the qualifying sign-in site requesting that he be given a wild card into the singles qualifying competition. May a wild card be given to him for the next week's tournament if the qualifying draw has not been made?

**Decision:** Yes. The wild card belongs to the tournament, which may give it to this player as long as the draw has not been made and no special scheduling is required because of the travel plans of the player.

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### **Potential Special Exempt Playing at Midnight On the Night Prior to the Start of Qualifying**

**Case:** Same situation as above, except that the player's match is still in progress after midnight. Does this make the player eligible for a special exempt based on the fact that he was still competing on the date the qualifying competition begins in another qualified event?

**Decision:** No. For the purpose of the rule, competing on the date the qualifying competition begins shall be defined as: "Starting or resuming a match as part of that day's (normally Saturday) scheduled program". If the player wins the match, he is eligible to be considered for a special exempt position.

### **Special Exempt Awarded if Player Is in Semis?**

**Case:** A tournament has a Saturday final and a player asks for a special exempt after he wins his quarterfinal match on Thursday. Is he eligible?

**Decision:** No. The player must be scheduled to play on Saturday when the "qualifying begins".

**Case:** A player is a potential special exempt for one or more Challenger tournaments. Can he also preserve his eligibility on an original acceptance list?

**Decision:** Yes. A player who is a possible special exempt may also preserve his eligibility on an original acceptance list, however the player may only preserve his eligibility on one list.

**NOTE:** If he preserves his eligibility on an original acceptance list and gets in that main draw before he has completed his match for the special exempt spot, he would be removed as a possible special exempt. Conversely, if he wins his match and thus becomes the special exempt before he is accepted in the main draw from the original acceptance list, his name would be removed from eligibility on the original acceptance list. He is obligated to compete at whichever tournament he gets in the main draw first. Before he is accepted in the main draw from the original acceptance list, his name would be removed from eligibility on the original acceptance list. He is obligated to compete at whichever tournament he gets in the main draw first.

**Case:** A player has won a position as a Special Exempt but he is also next on the Acceptance List. After the draw is made, but prior to the start of the qualifying competition, there is a late withdrawal and the player gets in due to the withdrawal. Does his status change from SE to Direct Acceptance, thus allowing the Special Exempt to go to the next player who earned the Special Exempt spot?

**Decision:** Yes, since the player ultimately got in because he was next on the list, this frees up the Special Exempt for the next player who earned it. If there are no Special Exempts, the list drops by the applicable number of spots.

### **Am I kept on the Special Exempt List?**

**Case:** A player expresses an interest in a Special Exempt spot prior to the match that will qualify him for the position and becomes a possible Special Exempt. He does not contact the Supervisor or

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*Player Relations staff member to accept the Special Exempt within one hour after the completion of the match that qualifies him. Is he kept on the list of possible Special Exempts?*

**Decision:** No. If the player does not contact the Supervisor or Player Relations staff member no later than one hour following the completion of the match that qualified him, to accept the Special Exempt spot, he will be taken off the list of possible Special Exempts.

**Must I Appear for Play After Accepting a Special Exempt?**

**Case:** A player is listed as a possible Special Exempt and the Supervisor confirms with him that he is interested in the spot. There are other Special Exempt players ahead of him on the list of possible Special Exempts whose matches are scheduled after his. No later than one hour after the match that qualifies him as a Special Exempt, he informs the Supervisor or Player Relations staff member that he accepts the Special Exempt spot. If the remaining possible Special Exempt players ahead of him on the list lose their matches, thus earning him the Special Exempt spot, must he accept the Special Exempt?

**Decision:** Yes. Because he had accepted the Special Exempt spot within one hour after the match that qualified him, he is obligated to accept the position and shall be treated as an entered player and be subject to the appropriate penalties if he does not appear for play.

**Case:** Can a player with no ranking receive a Special Exempt if otherwise eligible?

**Decision:** No. A player must have a singles ranking or a singles protected ranking in order to be considered for a Special Exempt.

**Case:** May a player who has entered and been accepted into an ATP Tour Qualifying draw starting on Sunday be considered for a possible Challenger Special Exempt position for the following week?

**Decision:** Yes, however the player must decide on Friday within an hour after winning his match whether he will accept the Challenger SE or stay on the ATP Qualifying list. Should the player decide to accept an available Challenger SE position, he will be withdrawn from the ATP Qualifying with "still competing".

### 7.11 Time of Draw

#### A. Main Draw

- 1) **Singles.** The tournament shall publicly make the singles draw no earlier than 10 AM Eastern Time, USA, on Friday prior to the Monday of the tournament week and no later than 10 p.m. local time two (2) days before the first day's play, unless the tournament receives prior written permission from ATP. The time and place of the draw shall be determined by the tournament. For events approved for a Sunday start, the draw shall be made no earlier than 10 AM Friday, Eastern time USA and no later than 12 noon local time the day prior to the start of the event.
- 2) **Doubles.** The draw for doubles is to be made as soon as possible after the on-site entry deadline unless otherwise approved by the Supervisor. If the draw for a tournament is played over eight (8) or more days, then the draw is to be made by midnight of the second day. Once the draw is finalized there can be no change

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except for substitution. Doubles main draw matches shall not begin until all doubles qualifying matches are completed unless approved by the Supervisor.

### B. Qualifying

- 1) **Singles – ATP Tour.** The qualifying competition draw shall be made and the order of play announced as soon as possible but no earlier than 6:00 pm local time on the day prior to the start of the qualifying.
- 2) **Singles – ATP Challenger Tour.** The qualifying competition draw shall be made and the order of play announced as soon as possible but no earlier than 6:00 pm local time on the day prior to the start of the qualifying competition.
- 3) **Doubles - ATP Tour 500.** The qualifying competition draw shall be made and the order of play announced as soon as possible following the sign-in deadline unless otherwise determined by ATP.

### 7.12 Wild Cards

#### A. Regulations

- 1) **Singles.**
  - a) Wild cards are players included in the main draw at the sole discretion of the tournament. Wild cards must be named at the time the draw is made. Wild cards may be seeded. Tournaments may not receive compensation and players may not offer compensation in exchange for the awarding of a wild card.
  - b) A wild card is no longer eligible as an alternate at that event.
    - i) A main draw wild card may not be re-classified as a direct acceptance, due to withdrawals, once the acceptance list is finalized (when the first chip of the main draw has been drawn).
    - ii) A qualifying wild card is eligible to be moved into the main draw as a direct acceptance, due to withdrawals, up to the start of the qualifying event.
  - c) Once a qualifying competition has commenced (first ball of the first qualifying match is struck), an entered player may not be offered nor the player accept a wild card into any tournament that week.
  - d) A tournament may not offer a wild card or accept the entry from any player who has either accepted a wild card or been committed by an entry method to another tournament in the same week.

- 2) **Singles – ATP Tour 500**

An additional Wild Card is awarded to the tournament with the following restrictions.

- a) The Wild Card must be named no later than 10 AM, Eastern Time, USA on the Friday before the event week; and
  - b) The player must be an A+ player as designated by that event's region.
  - c) If the tournament does not use the additional Wild Card by the deadline then the position in the main draw goes to the next eligible player on the entry list.
- 3) **Doubles.**

A tournament may not enter players as a wild card team without the consent of both players. A wild card may be offered to any team that is not a direct acceptance on the original acceptance list after entries have closed. A wild card may be offered to one player on an entered team if it is conditioned on his playing with a specific player. Wild cards must be named at the time the draw is made. Wild

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cards may be seeded. Tournaments may not receive compensation and players may not offer compensation in exchange for the awarding of a wild card.

### B. Limitation

- 1) **Singles.** Players may accept up to five (5) main draw singles wild cards into ATP Tour tournaments during any ATP Circuit Year. Wild cards shall only count toward the annual limit if the player would have been a direct acceptance on the original acceptance list. Additional exceptions are outlined below.
  - a) Players who cannot participate in ATP Tour tournaments and ATP Challenger Tour tournaments for six (6) months because of a physical injury may petition ATP for one additional wild card.
  - b) In the event that a player's position in the Pepperstone ATP Rankings is insufficient to make him a direct acceptance on the forty-two (42) day acceptance list, then he shall be released from his commitment to that tournament, unless offered a wild card to the contract tournament within twenty-four (24) hours of the entry deadline. Such wild card accepted by a player shall not count in the player's annual limitation of five (5) wild cards in singles.
  - c) Any player who becomes thirty-five (35) years of age by December 31 of an ATP circuit year shall be exempt from the wild card limitation if he is:
    - i) A former singles Champion of a Grand Slam; or
    - ii) A former singles Champion of the ATP World Championships, Tennis Masters Cup or Nitto ATP Finals; or
    - iii) A former No. 1 ranked player in the ATP Rankings prior to January 2000; or
    - iv) A former No. 1 player in the year-end ATP Rankings.
  - d) Players may petition ATP for exceptions to these limitations.
- 2) **Doubles.** There shall be no limitations of doubles wild cards for players.

#### **Two Chances**

**Case:** *Can a player who loses in the qualifying receive a wild card into the main draw?*

**Decision:** No.

#### **Wild Card After ATP Tour Qualifying Withdrawal**

**Case:** *A player withdraws from the qualifying of an ATP Tour tournament on Friday at any time because he is still competing in an ATP Challenger Tour tournament. The player is offered a wild card in another ATP Challenger Tour event to be held the following week. May the player accept the wild card or do the provisions of "No Play After Late Withdrawal" apply?*

**Decision:** *The player is allowed to accept the wild card. Because the player was competing in a qualified event on the Friday, he is allowed to withdraw from the ATP Tour qualifying event without penalty and therefore it is not considered as a "Late Withdrawal".*

#### **Wild Card Pulled from Challenger Qualifying**

**Case:** *After a Challenger qualifying draw has been made but before that challenger qualifying competition has officially begun, may a player who is included in that qualifying draw be offered and accept a wild card into that or another tournament's main draw?*

**Decision:** *Yes. As long as the qualifying competition has not begun (first ball is struck), a player may accept a wild card into the main*

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*draw of any ATP Tour or ATP Challenger Tour tournament and be withdrawn from that qualifying event. The vacancy created in the qualifying shall be filled by an eligible alternate.*

### **Unused Wild Cards**

**Case:** *A tournament elects not to use all of its main draw singles wild cards. How are these spots filled?*

**Decision:** *If the qualifying has not begun, the next player on the acceptance list is moved into the main draw. If qualifying has begun, a lucky loser is to be inserted into the main draw.*

### 7.13 Selection of Entries

#### A. Singles Main Draw

- 1) **Direct Acceptances.** Direct acceptances are players accepted directly in the draw by virtue of their position in the Pepperstone ATP Rankings or by their protected ranking position (singles). The list to be used for ATP Tour tournaments shall be dated approximately forty-two (42) days prior to the Monday of the (first) tournament week and twenty-one (21) days prior to the Monday of the tournament week for ATP Challenger Tour tournaments.
- 2) **Qualifiers.** Qualifiers are players who are included in the main draw as a result of their success in a qualifying competition. If the main draw is made prior to the completion of a qualifying competition, it shall include as many qualifying places as there are sections in the qualifying draw. Each of these qualifying places shall be positioned in the main draw in accordance with standard drawing procedures. Determination as to which qualifier goes into which qualifying place shall be by drawing after the qualifying competition ends.
- 3) **Special Exempts (SE).** Players may receive a special exempt into the main draw of the following week's tournament if they meet the criteria and apply for it in a timely manner. If the main draw is to be made before a potential special exempt player plays on Friday, then such place(s) shall be drawn in the same manner as qualifier, i.e., four qualifiers ("Q") and one or two "SE" depending on whether there are one or two possibilities. Each of the five or six slots are marked "Q/SE." As soon as the "SE" match results are known, either the "SE" or the next direct acceptance (if the SE lost) is randomly drawn and inserted into the draw.
 

**NOTE:** Once a player has become eligible for Special Exempt consideration, he must confirm to the Supervisor or Player Relations staff no later than one (1) hour following the completion of the match that qualified him for a Special Exempt, that he is applying for the Special Exempt position.
- 4) **Wild Cards.** Wild cards are players included in the main draw at the sole discretion of the tournament.\* Wild cards must be named at the time the draw is made. Wild cards may be seeded. Tournaments may not receive compensation and Players may not offer compensation in exchange for the awarding of a wild card.

\* See 7.12 A. 2) for restrictions pertaining to ATP Tour 500 additional Wild Card.

#### ***May I Accept a Challenger Wild Card after Losing in an ATP Tour Qualifying?***

**Case:** *Can a Tournament Director at a Challenger, which is held in the same week as an ATP event, request permission to offer a main*



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*draw wild card to a player who has lost in the qualifying of the ATP Tour event?*

**Decision:** No. A player may only compete in one tournament per week.

**May I Play Grand Slam Qualifying After Losing in an ATP Tour tournament?**

**Case:** Can a player lose in the main draw of an ATP event, which is held the week before a Grand Slam tournament, and be eligible to compete in the qualifying for the Grand Slam event that is held that same week?

**Decision:** Yes, as long as he meets the entry deadline set by the Grand Slam event. The player is not violating the one tournament per week rule because the main draws for the two events are in different weeks.

**May I Accept a Wild Card after Withdrawing from an ATP Tour Qualifying?**

**Case:** A player was still competing in a Challenger on the day before Qs started at an ATP Tour event. He wanted to withdraw from the Qs due to "still competing" and then take a wild card into a Challenger event. Is this allowed?

**Decision:** Yes. The rule states that he may withdraw without penalty from the qualifying if he is still competing on the day prior to the commencement of the qualifying. By withdrawing due to "still competing", he is allowed to accept a wild card.

**May I Sign In for Doubles after Withdrawing from an ATP Tour Qualifying?**

**Case:** A player was still competing on the day before Qs started at an ATP Tour event. He wanted to withdraw from the Qs due to "still competing" and then sign in for doubles at the same or other event. Is this allowed?

**Decision:** Yes. The rule states that he may withdraw without penalty from the qualifying if he is still competing on the day prior to the commencement of the qualifying. The "without penalty" would relieve him from the "No Play After Withdrawal" provisions of the rules.

### B. Singles Qualifying

- 1) **Direct acceptances – ATP Tour.** Direct acceptances are players accepted directly in the draw by virtue of their position in the Pepperstone ATP Rankings or by their protected ranking position (singles). The list to be used for ATP Tour tournaments shall be dated approximately twenty-one (21) days prior to the Monday of the tournament week.
  - a) If there are still places available for direct acceptances in the qualifying draw, the next players selected shall be those with the highest position on the most recent Pepperstone ATP Doubles Rankings list.
  - b) There shall be an alternate sign-in list comprised of players that sign in who are not selected as direct acceptances. In the event that direct acceptance players are not present for first-round qualifying matches or if players are moved into the main draw from the qualifying (before the first ball is hit), players shall be selected from the alternate sign-in list in the order described in sections 1), and 2) above. Alternate sign-in deadline is 6:00 pm local time the

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day before the start of the qualifying. Thereafter, the deadline is one half (1/2) hour before the first scheduled match each day an Alternate may be required.

### 2) Direct acceptances – ATP Challenger Tour (50-125).

- a) **Qualifying Sign-In.** Players who personally sign-in for the qualifying event shall be accepted based upon their position on the most recent Pepperstone ATP Ranking followed by the most recent Pepperstone ATP Doubles Ranking.

The sign-in shall also include those players coming from other events who are eligible to be signed-in by the ATP Supervisor or Tournament Referee.

**Case:** *A player enters an event using his current ranking. After the deadline, he realizes he did not get in with his current ranking and informs the Supervisor that he wants to use his protected ranking. May he do this?*

**Decision:** *No, the intent to use a protected ranking must be declared at the time of entry and cannot be declared after the deadline for the event.*

- b) **On-Site Alternate Sign-In.** There shall be an on-site alternate sign-in on the day of the start of qualifying. The sign-in deadline is one half (1/2) hour before the first scheduled qualifying match.

Priority for the on-site alternate sign-in is based upon the most recent Pepperstone ATP Ranking and then players using their most recent Pepperstone ATP Doubles Ranking.

- 3) Any vacancy created by the withdrawal of a seed (for any reason), after the qualifying draw has been made but prior to the release of the order of play for the first day of the qualifying event, shall be filled by the next highest positioned player or team in the qualifying draw eligible to be seeded. The position vacated by that next highest positioned player or team shall then be filled by the next eligible player or team on the qualifying draw alternate list.

#### **Can I Sign In**

**Case:** An ATP Tour tournament with an advanced entry qualifying holds an Alternate Sign In on Friday night. If a player does not sign-in on Friday night, may he sign-in on the Saturday morning Alternate sign-in sheet?

**Decision:** Yes. Following the sign-in occurring prior to the qualifying draw being made, the Alternate sign-in on the day of first round play is a new list and any player who is on-site and with a Pepperstone ATP Ranking (singles or doubles) is eligible to sign-in.

#### **Unranked Players as Alternates**

**Case:** *The tournament has used their wild card allocation. Are players without a ranking eligible to sign in as alternates?*

**Decision:** *No. Unranked players are only allowed into the draw as a wild card selection.*

#### **Fill by Random or Alternative Method**

**Case:** *After concluding the qualifying sign-in, there are not a sufficient number of players listed in the Pepperstone ATP Rankings (singles/doubles) to fill the draw. If there are still additional vacancies, may the Tournament Director fill the remaining spots with players according to the local system?*

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**Decision:** *No. Unranked players are only allowed into the draw as a wild card selection.*

**Case:** *A player asks to be signed-in to the doubles qualifying which begins on Saturday. He is in another tournament and is playing the doubles final scheduled for Saturday. He asks that he be signed-in if he gets a bye for Saturday, as he would not be able to play the qualifying on Saturday.*

**Decision:** *The entry for doubles qualifying cannot be accepted. The player could sign-in for main draw doubles, but not for qualifying.*

**C. Doubles Main Draw - ATP Tour.** Direct acceptances for ATP Tour events shall be in the following order:

- 1) Teams composed of players in either the Pepperstone ATP Rankings or the Pepperstone ATP Doubles Rankings. The combined positions of the two players using best Pepperstone ATP Rankings (singles or doubles) shall be added together and the total used to determine the direct acceptances. The most recent Pepperstone ATP Rankings and/or Pepperstone ATP Doubles Rankings list, including a protected ranking, shall be used.

Ties are broken as follows (including protected rankings):

- a) Team using two (2) doubles rankings.
- b) Team using one (1) doubles ranking.
- c) Team using two (2) singles rankings.

**Note:** For ties between teams with the same composition:

- i) For teams using two (2) Pepperstone ATP Doubles Rankings, the fewest number of doubles tournaments played and then the team with the highest number of points.
  - aa) If one (1) team is using a protected ranking, then they are placed below the team using two (2) actual rankings;
  - bb) If both teams have one (1) or two (2) members using a protected ranking, then the team with the strongest individual Pepperstone ATP Doubles Ranking, including protected ranking, will receive priority;
- ii) For teams using one (1) singles & one (1) doubles - the team with the strongest individual Pepperstone ATP Doubles Ranking will receive priority;
- iii) For teams using two (2) Pepperstone ATP Rankings, the team with the strongest individual Pepperstone ATP ranking.
- iv) If none of the above break the tie, then the order shall be determined by a draw.

**Case:** *A player enters an event using his current ranking. After the deadline, he realizes he did not get in with his current ranking and informs the Supervisor that he wants to use his protected ranking. May he do this?*

**Decision:** *No, the intent to use a protected ranking must be declared at the time of entry and cannot be declared after the deadline for the event.*

- 2) If the doubles draw cannot be filled by teams where both members are listed in the Pepperstone ATP Rankings or Pepperstone ATP Doubles Rankings, the remaining places shall be filled with byes.

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### Only One Doubles Player Has Ranking

**Case:** A doubles team has one player who is listed in the Pepperstone ATP Rankings or Pepperstone ATP Doubles Ranking and one player who is not. Can the team be in the doubles draw?

**Decision:** Since one player does not have a ranking, the only way into the draw is via a wild card.

**NOTE:** The rationale for this is that all players, except Wild Cards, must be an ATP member or a registered player. Since one player of the team does not have a ranking, he is not eligible to register and therefore the only way into the draw is via Wild Card.

### Use of Both Rankings

**Case:** A player has a protected singles ranking of 201, true singles ranking of 458, protected doubles ranking of 320 and true doubles ranking of 408. Can the player use his protected singles ranking to enter doubles when he has already used it to enter the singles of that tournament or does he have to use his 'true' singles ranking or his protected doubles ranking?

**Decision:** The protected singles ranking CAN be used for entry into the doubles. It would not count against his allowed total for singles events but would count against his doubles allotment.

### D. Doubles Main Draw – ATP Challenger Tour

#### Challenger 50-125

**Direct acceptances for ATP Challenger events shall be in the following order:**

- 1) Teams composed of players in either the Pepperstone ATP Rankings or the Pepperstone ATP Doubles Rankings. The combined positions of the two players (using best Pepperstone ATP Rankings - singles or doubles) shall be added together and the total used to determine the direct acceptances. The most recent Pepperstone ATP Rankings and/or Pepperstone ATP Doubles Rankings list, including a protected ranking, shall be used.

Ties are broken as follows (including protected rankings):

- a) Team using two (2) doubles rankings.
- b) Team using one (1) doubles ranking.
- c) Team using two (2) singles rankings.

**Note:** For ties between teams with the same composition:

- i) For teams using two (2) Pepperstone ATP Doubles Rankings, the fewest number of doubles tournaments played and then the team with the highest number of points.
- ii) If one (1) team is using a protected ranking, then they are placed below the team using two (2) actual rankings;
- iii) If both teams have one (1) or two (2) members using a protected, then the team with the strongest individual Pepperstone ATP Doubles Ranking, including protected ranking, will receive priority;
- iv) For teams using two (2) Pepperstone ATP Rankings, the team with the strongest individual Pepperstone ATP Doubles Ranking will receive priority.
- v) For teams using two (2) Pepperstone ATP Rankings, the team with the strongest individual Pepperstone ATP Ranking will receive priority.
- vi) If none of the above break the tie, then the order shall be determined by a draw.

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### E. Seeds - ATP Tour and ATP Challenger Tour

Seeded teams will be determined by using the combined Pepperstone ATP Doubles Rankings of the two players (protected ranking not included). Ties shall be broken as follows:

- 1) The team with the fewest events played is positioned higher.
- 2) The team with the highest number of points is positioned higher.
- 3) A coin flip or draw if a tie remains.

### F. Qualifiers

Qualifiers are teams who are included in the main draw as a result of their success in a qualifying competition. If the main draw is made prior to the completion of a qualifying competition, it shall include as many qualifying places as there are sections in the qualifying draw. Each of these qualifying places shall be positioned in the main draw in accordance with standard drawing procedures. Determination as to which qualifier goes into which qualifying place shall be by drawing after the qualifying competition ends.

**G. Wild Cards.** Wild cards are players included in the main draw at the sole discretion of the tournament. Wild cards must be named at the time the draw is made. Wild cards may be seeded. Tournaments may not receive compensation and players may not offer compensation in exchange for the awarding of a wild card.

### 7.14 Seeds Definition

Seeds are players who are given preferential positions in the draw based on the Pepperstone ATP Rankings. The selection and arrangement of seeds shall be based upon the most recent Pepperstone ATP Rankings list (the protected ranking is not considered). Each tournament shall have a seeded draw and there shall be only one seeding list. Seeding shall not be official until the final draw is made. For doubles, seeded teams will be determined by using the combined Pepperstone ATP Doubles Rankings of the two players (entry protection not included).

Any vacancy created by the withdrawal of a seed, after the draw has been made but prior to the release of the order of play for the first day of main draw, shall be filled according to the procedures described under vacancies.

#### ***Protected Ranking is for Entry, Not Seeding***

***Case:*** *May a player's protected ranking be used for seeding purposes?*

***Decision:*** *No. The protected ranking position can be used for: 1) entry into the qualifying competition and main draw, or 2) special exempt position. It may not be used for: 1) seeding, or 2) lucky loser order.*

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### 7.15 Number of Seeds

The number of seeds shall be as follows:

<u>Singles</u>	<u>Doubles</u>
4 competitors - 2 seeds (singles Q)*	4 teams - 2 seeds (Qualifying)
16 competitors - 8 seeds (singles Q)	16 teams - 4 seeds
24 competitors - 12 seeds (singles Q)	24 teams - 8 seeds
28 competitors - 14 seeds (singles Q)	32 teams - 8 seeds
48 competitors - 24 seeds (singles Q)	
32 competitors - 8 Seeds	
28 competitors - 8 seeds	
48 competitors - 16 seeds	
56 competitors - 16 seeds	
96 competitors - 32 seeds	

\*ATP Challenger Tour Qualifying only

### 7.16 Placement of Seeds - Main Draw

The procedures for placing seeds in the main draw are as follows:

- A.** Place seed 1 on line 1 and seed 2 on line 32 (32 draw), line 64 (64 draw) or line 128 (96 draw); and
- B.** To determine the location of the remaining seeds, draw in groups according to the following chart:

<u>Seeds</u>	<u>16 Draw</u>	<u>32 Draw</u>	<u>64 Draw</u>	<u>96 Draw</u>
	<u>4 Seeds</u>	<u>8 Seeds</u>	<u>16 Seeds</u>	<u>32 Seeds</u>
<b><u>3-4</u></b>				
First Drawn	5	9	17	33
Second Drawn	12	24	48	96
<b><u>5 - 8</u></b>				
First Drawn		8	16	32
Second Drawn		16	32	64
Third Drawn		17	33	65
Fourth Drawn		25	49	97
<b><u>9-12</u></b>				
First Drawn			9	17
Second Drawn			25	49
Third Drawn			40	80
Fourth Drawn			56	112
<b><u>13 - 16</u></b>				
First Drawn			8	16
Second Drawn			24	48

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	Third Drawn	41	81
	Fourth Drawn	57	113
<b><u>17 - 24</u></b>			
	First Drawn		9
	Second Drawn		24
	Third Drawn		41
	Fourth Drawn		56
	Fifth Drawn		73
	Sixth Drawn		88
	Seventh Drawn		105
	Eighth Drawn		120
<b><u>25 - 32</u></b>			
	First Drawn		8
	Second Drawn		25
	Third Drawn		40
	Fourth Drawn		57
	Fifth Drawn		72
	Sixth Drawn		89
	Seventh Drawn		104
	Eighth Drawn		121

### 7.17 Qualifying Placement

#### A. Singles

- 1) There will be one section, having two (2) seeds, for each qualifying position in the main draw. The first seed shall be placed at the top of the first section. The second seed shall be placed at the top of the second section and so on until all sections have one (1) seed on the top line of each section. The remaining seeds shall be placed together and drawn with the first drawn placed on the last line of the first section, second drawn placed on the last line of the second section and continued in this manner until each of the sections have two seeds.
- 2) The names of the remaining players shall be drawn and placed in the vacant spaces not occupied by the seeds or byes beginning at the top of the draw.

#### B. Doubles

Two teams shall be seeded in a four-draw event with the seeds being placed on lines 1 and 4.

### 7.18 Byes - Assignment and Placement

#### A. Singles Main Draw

- 1) If there is a 32 main draw, no byes shall be awarded unless there are an insufficient number of direct acceptances.
- 2) If there is a 28 main draw, the top four (4) seeds shall be awarded a bye.
- 3) If there is a 48 or 96 main draw, each seed shall be awarded a bye.
- 4) If there is a 56 main draw, the top eight (8) seeds shall be awarded a bye. Any player who received a "bye" and loses in the second round shall receive second

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round loser's prize money but only first round loser's points for the Pepperstone ATP Rankings, if applicable.

### B. Doubles Main Draw

- 1) If there is a 16 or 32 main draw, no byes shall be awarded.
- 2) If there is a 24 main draw, each seeded team shall be awarded a bye.
- 3) Any team that received a "bye" and loses in the second round shall receive second round loser's prize money but only first round loser's points for the Pepperstone ATP Doubles Rankings, if applicable.

### C. Qualifying Draw

If there are not enough competitors to fill the qualifying draw, then after the seeds are placed in the draw, the required number of byes shall be awarded as follows:

- 1) Priority shall be to the highest seeds.
- 2) Remaining byes shall be drawn by groups of two (2) going into one (1) section (e.g., if there are 10 byes, eight go to seeds and the remaining two are drawn into one section; if there are 11 byes, nine and 10 are drawn into one section and the 11th is randomly drawn into one of the other three (for a 32 draw qualifying competition) remaining qualifying sections).

## 7.19 Remake of Draw

### A. Singles

If two (2) or more of the top eight (8) seeds withdraw more than twenty-four (24) hours before the start of the singles tournament, the tournament may choose either to remake the draw or let the draw stand. If a wild card withdraws after the original draw and the draw is to be remade, the vacancy created may be filled at the tournament's option by a substitute wild card. If the tournament elects not to use a substitute wild card, the vacancy shall be treated as any other vacancy.

### B. Doubles

Prior to the draw being finalized (not sooner than when it is published but not later than when the first ball of the doubles tournament is struck as determined by the Supervisor), use the following procedure: If one-fourth or more of the seeded teams withdraw, or a minimum of two (2) seeded teams in a 16-team draw withdraw, the Tournament Director has the option to have the draw remade if approved by the Supervisor. If the draw is remade, the original pairings may not be changed except where vacancies occur.

**Case:** *A draw has to be remade. How is the remake of the draw done?*

**Decision:** *There are 2 methods for remaking a draw: (1) Retaining the original order of the chips drawn and (2) Starting from the beginning and redrawing the chips.*

*Retaining the original order of the chips drawn is the preferred method and is used in all cases except when the cause of the remake had to do with an issue with the chips, such as a loss of a chip; a*



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*chip being accidentally thrown back into the bowl and drawn a second time, etc.*

*In the instance of remaking the draw retaining the original order of the chips, the following procedure is followed:*

- 1) The Chip List (order of the names of players and/or teams) is regenerated
- 2) The draw is populated using the list of chips drawn in the original order
- 3) No other action is taken

*In the instance when the draw is remade by starting from the beginning and redrawing the chips., the following procedure is followed:*

- 1) The Chip List (order of the names of players and/or teams) is regenerated.
- 2) The Chips are redrawn according to the procedures outlined in the ATP Rulebook 7.09

***Where does the “No Match” go?***

***Case:*** *At an ATP Tour Qualifying, the draw is made and the OP is published on Friday night. Overnight, 3 withdrawals occur. The players who withdrew were on Line 2, Line 11 and Line 13. The next morning, only 2 players sign in for the on-site alternate list leaving a “No Match” spot for the draw. How is it determined on which line the “No Match” is placed?*

***Decision:*** *By random draw.*

### 7.20 Lucky Losers, Substitutions and Vacancies

#### A. Lucky Loser Selection

**32/16Q Draw** events shall use the same protocol as specified for ATP Tour events in section 7.20 A. 1) below.

A player may be entered in the main draw of a tournament if he meets the criteria outlined for a lucky loser.

- 1) Lucky losers are players who have lost in the final round of the qualifying event or, if more lucky losers are required, those players who have lost in the previous qualifying round(s). Lucky Losers shall be selected based on the computer rankings as follows: If there are no vacancies when the qualifying event has been completed, then the order of the Lucky Loser list shall be selected on the basis of their position on the Pepperstone ATP Rankings (singles or doubles) list used for determination of qualifying seeding (protected ranking is not considered). If there is a vacancy in the main draw when qualifying is completed then the order of the two (2) highest ranked players shall be randomly drawn, thereafter the order shall follow the players' rankings, unless there are two (2) or more withdrawals at the time the Qualifying competition is finished in which case the size of the random draw will be the number of withdrawals plus one (1). In the case where players from the previous round are included in the draw they will be placed behind all players who have lost in the final round of qualifying. Only those accepted into the qualifying competition may sign in as lucky losers.
- 2) The lucky loser list shall be posted each day at least one (1) hour before the sign-in deadline, which shall be one-half (1/2) hour before the first scheduled match of the day. If rain or other disruptions occur, then the Supervisor can change the

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deadline as appropriate. Such list shall not be available for sign-in on the preceding day. All lucky loser sign-in deadlines must be placed on each day's schedule of play.

- 3) The sign-in for doubles lucky losers or alternates shall follow the same procedures as the sign-in for singles lucky losers or alternates. One member of a lucky loser team may sign in for the team. If there is no qualifying competition, substitutions shall come from the alternate list of teams not accepted directly into the main draw through the on-site sign-in procedure. In either case, only substitutions of the originally paired teams are permitted. If two (2) or more positions become available at the same time during the preceding period, the positions to be occupied shall be determined by drawing.
  - a) There shall be one Lucky Loser / alternate sign-in sheet that will have all eligible Lucky Loser / alternate\* teams listed.
  - b) The system of merit for alternates is based on the same method as used in the system of merit for entry.
  - c) The system of merit for Lucky Losers is based on the same method as used to determine seeding.
- 4) Vacancies in ATP Tour 500 Doubles main draw will be filled by the following method:
  - a) Team losing in the final round of qualifying shall be the number 1 lucky loser; and
  - b) The two teams losing in the first round of the doubles qualifying shall be numbers two (2) and three (3) based upon their ranking as used in the determination of seeds; and then
  - c) All teams who signed in for the on-site alternate entry list and were not accepted or could not participate in the qualifying and shall be ordered based upon their rank on the acceptance list.
  - d) Teams who did not enter through the online on-site alternate sign-in are eligible\* to sign the daily alternate sign-in and are placed below those teams on the alternate list as defined in a), b) and c) above.
  - e) One player from each team must sign the daily lucky loser / alternate sign-in sheet to be eligible to fill a vacancy.
    - \* To be eligible, alternate teams who did not enter through the online protocol must sign-in on the first day of the doubles competition.
- 5) Vacancies in ATP Masters 1000 and ATP Tour 250 Doubles main draws occurring after the withdrawal deadline but prior to the draw being made will be filled by the next team on the on-site alternate list.
- 6) Vacancies in ATP Masters 1000 and ATP Tour 250 Doubles main draws occurring after the draw has been made will be filled by the first of the following methods:
  - a) Teams who were not accepted into the main draw through the on-site alternate sign-in list; then
  - b) Teams who did not enter through the online on-site alternate sign-in and teams where one member of the team is eligible to re-pair following the withdrawal of his partner are eligible\* to sign the daily alternate sign-in and are placed below those teams on the alternate list who did enter through online on-site alternate sign-in method.
    - \* To be eligible, alternate teams who did not enter through the online protocol must sign-in on the first day of the doubles competition.

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- 7) Teams may remain on the alternate list for multiple events in the same week, however, they may only sign-in at one of those events on any given day.
- 8) Vacancies in Challenger Doubles main draw will be filled from the on-site alternate list using the same protocol as used for entries. Teams who did not enter through the on-site sign-in and teams where one member of the team is eligible to re-pair following the withdrawal of his partner are eligible\* to sign the daily alternate sign-in and are placed below those teams on the alternate list who did enter through the on-site sign-in method.

\* To be eligible, alternate teams who did not enter through the on-site protocol must sign-in on the first day of the doubles competition.

**Case:** A team submits an advance entry for a 250 tournament with one of the players using a protected ranking. They are among 6 teams not ranked high enough to be selected. The other 5 teams are using their best of rankings. Where is the team using the protected ranking placed on the alternate list if they are the next team in based on that ranking or the 4th highest team using their best of ranking?

**Decision:** The team using the protected ranking is placed at the top of the alternate list. Protected ranking is used for entry into a tournament either directly or as an alternate (either an advanced entry or as an on-site entry).

### **Who is inserted as the doubles alternate?**

**Case 1:** After the sign-in deadline for doubles alternate has closed, there are 7 teams signed-in. At 16:55 a team scheduled to play at 17:00 withdraws due to injury of one of the players. The #1 team on the alternate list is inserted into the draw. The match is called at 17:00. It is discovered that the inserted team is at the hotel and at 17:15 the alternate is defaulted for punctuality. What should be done now?

**Decision:** If an eligible alternate team cannot be found who is ready to go on court by 17:20, then a walkover is awarded. 7.20 B 2) b) states that to be eligible for substitution, a lucky loser (alternate) must "be ready to play within five (5) minutes after the announcement of a default for punctuality".

**ATP POLICY:** While every effort must be made to locate an eligible, signed-in alternate team, the 15 minute punctuality rule must be enforced to protect the opponent who is ready to play. It is incumbent upon the teams signed-in as alternates to be available, reachable and ready to go when the match is called or within 5 minutes of the announcement of a punctuality default. In the instance of one player on court in singles, his partner must be available, reachable and ready to go, the team would be inserted and the match rescheduled. This policy extends to Lucky Losers also.

**Case 2:** A doubles match is called at 11:00 AM and one of the teams cannot be found. At 11:15 AM a punctuality default is awarded. How is the vacancy filled?

**Decision:** The highest ranked doubles team from the alternate list who are eligible to be inserted in the draw and are ready to play within the five (5) minute allotted time period will replace the de-

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*faulted team. 7.20 B 2) b) states that to be eligible for substitution, a lucky loser (alternate) must "be ready to play within five (5) minutes after the announcement of a default for punctuality".*

**ATP POLICY:** *Alternates (Lucky Losers) are to be ready when called upon to fill a vacancy. By signing the daily alternate (Lucky Loser) list they are declaring that they are on-site and ready to play, if needed. While every effort will be made by ATP staff to locate the alternate/LL teams it is the alternate/lucky loser teams/players responsibility to keep ATP staff informed of their whereabouts and to remove their names if they leave the site or otherwise become unavailable for substitution.*

### **Advance Entry Qualifying**

**Case:** *How are vacancies handled for ATP Tour qualifying events if there are no eligible players remaining on the Advanced Entry list and there are not enough players who signed the Friday On Site Alternate list to fill the draw?*

**Decision:** *If there are no eligible players remaining on the Advanced Entry list and there are not enough players who signed the Friday On Site Alternate list to fill the draw then Byes should be awarded to the seeded players by ranking order. Any additional vacancies occurring after the draw will be filled from the "day of" Alternate sign-in list.*

### **ATP 500 Doubles Qualifying**

**Case:** *How are vacancies handled for ATP Tour 500 doubles qualifying if there are not enough teams who entered the Qualifying Entry list or through the On-line On-site entry method to fill the draw?*

**Decision:** *If there are not enough teams who signed the Qualifying Alternate list to fill the draw then Byes should be awarded to the seeded teams by ranking order. Any additional doubles Qualifying vacancies occurring after the draw will be filled from the "day of" Alternate sign-in list.*

### **B. Lucky Loser/Alternate Substitution**

- 1) A lucky loser/alternate shall be inserted in the appropriate position as a substitution for any player who withdraws or is withdrawn before the first ball of his first match is struck.

**NOTE:** A player winning a match by walkover is considered to have played a match.

- 2) In order to be eligible for substitution, a lucky loser/alternate must:
  - a) Sign the lucky loser/alternate sign-in record at least one-half (1/2) hour prior to the first scheduled match of each day; and
  - b) Be ready to play within five (5) minutes after the announcement of a default for punctuality.
  - c) If the eligible lucky loser/alternate is not available to play, he shall be placed at the bottom of the lucky loser/alternate priority list for that day corresponding to the qualifying round in which he lost. If the eligible player is playing in the doubles event at the time he is called as a lucky loser/alternate in singles, the singles match may be rescheduled so he can fill the lucky loser/alternate position, provided the Supervisor determines that the rescheduling does not

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cause an unreasonable disruption of the schedule or does not cause the winner to play a second match that day; otherwise the next available lucky loser/alternate shall be selected to fill such vacancy.

### **Alternate Sign-In Procedures**

**Case:** The two (2) players ahead on an alternate list do not sign in 1/2 hour before the singles qualifying matches are to begin. One (1) of the players arrives on-site just before it is known that an alternate is going to be needed. Who gets in?

**Decision:** Neither of the two (2) players. In order to be eligible for substitution, an alternate must sign in before the deadline and must be ready to play within five (5) minutes of being called.

### **Doubles Alternate at two tournaments?**

**Case:** A team signs in for doubles at two tournaments the same week. They do not get into the main draw, but are the #1 alternate at both events. The team signs the Alternate list at tournament A on Monday and Tuesday and then wants to sign the Alternate list at tournament B on Wednesday. Are they permitted to do this?

**Decision:** Yes, however, a team is only eligible to be signed in on one "live" list per day.

### **Eligible for Lucky Loser - ATP Tour**

**Case:** May a player or team sign the lucky loser sign-in sheet if they are not accepted into the qualifying competition?

**Decision:** No. To be eligible as a lucky loser, a player or team must have played and lost in the qualifying event.

### **Extending Closing Times**

**Case:** The first-round singles matches are scheduled to start at 10 a.m. A steady rain is falling at 9 a.m. and it is decided to postpone the start of play until 11 a.m. should the lucky loser sign-in be extended?

**Decision:** Yes. Extend the deadline to 10:30 a.m.

**Case:** The lucky loser Sign-in closed at 10:30. A player arrives at 10:45 to sign in saying that:

1. The Referee told me that the deadline would be at 11:00; or
2. Somebody on the phone said the deadline was 11:00; or
3. Tournament transportation was 45 minutes late.

### **Decision:**

1. Allow the player to sign in. Information given by the Referee (if verified) must be honored.
2. Sign-in not allowed. Players receiving information over the phone do so at their own risk unless they speak directly to the Supervisor or Referee.
3. Sign-in not allowed. The player is responsible for arriving on time.

### **Which Lucky Loser to Insert?**

**Case:** On Monday before the last singles match has gone on court, a player whose first-round singles match is scheduled for Tuesday is forced to withdraw because of injury. No one signed the lucky loser list on Monday. How is the vacancy resolved?

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**Decision:** *The vacancy should be filled from Monday's lucky loser list. However, since no one signed the lucky loser list on Monday, the vacancy shall be filled from the Tuesday lucky loser list, if any eligible players sign in. If no one signs on Tuesday, then a walkover shall be awarded.*

**Who Goes In?**

**Case:** *A player withdraws from the singles event on Tuesday. His singles match was not scheduled until Wednesday. There was a singles lucky loser sign-in on Tuesday. The last singles match scheduled for Tuesday has not gone on court. Is the vacancy filled from Tuesday or Wednesday's lucky loser sign-in?*

**Decision:** *Tuesday's sign-in.*

### C. Vacancies - Doubles

#### ATP Tour

- 1) A team shall constitute a doubles entry. If either of the players of a team cannot play, that doubles entry is subject to withdrawal and substitution.
- 2) If the withdrawal is from the advance acceptance list and prior to 10 AM (EST) on the Friday before the event, then the next team on the alternate list is moved into the main draw.\*

\*Exception - If a player has to withdraw based on a medical reason or other unavoidable circumstances after the entry deadline, but prior to 10 AM (EST) on the Friday before the event, his partner may enter again and re-pair with another player who has not already been accepted into the doubles event, and this new team may be considered for acceptance based on its position in the entry list including any entry protection position (the re-pairing team must have a combined entry ranking better than the first alternate team to remain as a Direct Acceptance).

- If the new combined entry ranking is worse than the first alternate team, the new team will lose their Direct Acceptance position and be placed on the Alternate List as per their new combined entry ranking.
- If a team is re-pairing on the Alternate List, and the new combined entry ranking is BETTER than the alternates above them, they will keep their original position on the list and NOT move up on the Alternate list.
- If a team is re-pairing on the Alternate List, and the new combined entry ranking is WORSE than the alternates below them, they WILL move down on the Alternate List.

The re-pairing team entry must be received prior to the withdrawal deadline by a player relations staff member or the ATP Supervisor. If the entry is not received by the deadline, the team will be withdrawn and the list will drop to the next active team, which will be considered committed at that point.

Players are allowed to use the re-pair option up to 4 times per a calendar year.

- 3) If the withdrawal is from the advance acceptance list and occurs after the 10 AM (EST) deadline on the Friday before the event then an additional on-site entry position is created for each withdrawal.

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- a) For both 2 and 3 above, the partner of the withdrawing player may enter doubles or sign in for the singles qualifying of the same or another event through the on-site entry method; or
  - b) If the withdrawal was due to one or both players being accepted into the main draw singles of another ATP Tour or ATP Challenger Tour event, then both players may enter the doubles of that event through the appropriate on-site entry procedure.
- 4) If a player from a team that is a direct acceptance withdraws based on a medical reason or other unavoidable circumstances after the on-site sign-in deadline, his partner may enter as an on-site alternate with another player who has not already been accepted into the main draw doubles event. This new team may be considered for acceptance based on its position in the on-site entry list including any entry protection position, as specified in **7.20 A. 6) b)**.

### **Can I Sign In For Q's after Withdrawing from Doubles?**

**Case:** A player is withdrawing from a Doubles Advanced Entry list where he is a direct acceptance. Can he sign in for the singles qualifying of another ATP or Challenger tournament that same week or play doubles somewhere else?

**Decision:** No. However, his partner, who was not the reason for the withdrawal, can sign in for singles qualifying or find another partner and sign-in on-site for doubles at the same or another tournament.

### **Can I Withdraw from Doubles to Accept a Singles Wild Card?**

**Case:** A player, who is main draw in doubles, is offered a singles wild card into an ATP Tour or ATP Challenger Tour event. Can he withdraw from main draw doubles to accept this singles wild card at another event?

**Decision:** Yes. The player can withdraw from the doubles before the doubles on-site entry deadline to accept a wild card into the singles. This would be considered the same as the player being accepted into the main draw singles of another ATP Tour or ATP Challenger Tour tournament which is allowed.

### **Partner Injured: Who May Replace Him?**

**Case:** A player's doubles partner withdraws after the on-site sign-in deadline but before the draw is made. In looking for a new partner, is the withdrawing player's partner allowed to choose another partner from the qualifying draw?

**Decision:** No. The player seeking a new partner may not team with any player who is accepted into the qualifying or main doubles draws. He may re-enter with any player that he chooses as long as their combined position in the Pepperstone ATP Rankings qualifies them by virtue of the system of merit for doubles entries. He may not select from players who will be or who are in the qualifying draw based on the sign-in sheet.

### **ATP Challenger Tour**

- 1) A team shall constitute a doubles entry. If either of the players of a team cannot play, that doubles entry is subject to withdrawal and substitution.
- 2) If a player from a team that is a direct acceptance in the main draw withdraws based on a medical reason or other unavoidable circumstances after the on-site

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sign-in deadline but before the draw, his partner may enter again with another player who has not already been accepted into the main draw doubles event. This new team may be considered for acceptance based on its position in the entry list including any entry protection position.

### **Remake of the Draw**

**Case:** *On Monday morning, two (2) of the four (4) seeded teams withdraw from a 16-draw doubles event. The doubles competition has not yet begun. May the draw be remade?*

**Decision:** *Yes. However, it is the option of the tournament.*

### **D. Prior to Qualifying Competition**

- 1) **ATP Tour Singles.** After the main draw is made and prior to the commencement of the qualifying competition, all vacancies created by the withdrawal of unseeded players including wild card withdrawals, shall be filled by the next highest positioned player(s) on the original acceptance list. If the vacancy was created by the withdrawal of a seed, then the procedures for replacing seeds are followed and the vacancy created by replacing the seed is filled by the next highest positioned player(s) on the original acceptance list.
- 2) **ATP Tour Doubles.** After the main draw is made and prior to the commencement of the qualifying competition, all vacancies created by the withdrawal of unseeded teams including wild card withdrawals, shall be filled by the next highest positioned player(s) on the on-site entry list. If the vacancy was created by the withdrawal of a seed, then the procedures for replacing seeds are followed and the vacancy created by replacing the seed is filled by the next highest positioned player(s) on the on-site entry list.
- 3) **ATP Challenger Tour.** After the withdrawal deadline and prior to the start of Qualifying, vacancies will be filled in ranking order from the original main draw acceptance list by players who have preserved their position on the list. Players from the main draw alternate list who are directly accepted into qualifying are considered to have preserved their eligibility. A player can only preserve his eligibility on one list. If there are no Alternates from the original main draw acceptance list who have preserved eligibility, the vacancy will be filled by the highest ranked player from the qualifying or alternate list using the Pepperstone ATP Rankings, and then the Pepperstone ATP Doubles Rankings, used for seeding.

If the vacancy was created by the withdrawal of a seed, then the procedures for replacing seeds are followed and the vacancy created by replacing the seed is filled by the next highest positioned player(s) from that event's alternate sign-in list, following the protocol specified above.

### **ATP Tour Main Draw Vacancy Before Qualifying Starts**

**Case:** *After making the qualifying draw, a vacancy occurs in the main draw. How is the vacancy filled?*

**Decision:** *If the qualifying competition has begun, the vacancy is filled by the eligible lucky loser. If the qualifying competition has not begun, the vacancy is filled by the next player on the original acceptance list.*



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### E. Qualifying started or finished

- 1) **During Qualifying Competition.** If a lucky loser position should become available during the qualifying competition, it shall be treated the same as the qualifying places for placement in the main draw. If a seeded player or team withdraws after the main draw has been made but prior to the release of the order of play for the first day of main draw in that event, the vacancy created by the withdrawal of a seed shall be filled by the following method:
  - a) **32/48/64/96 Singles Draw and 16/24/32 Doubles Draws.** The vacancy shall be filled by the next highest positioned player or team in the main draw eligible to be seeded. The appropriate lucky loser shall fill the remaining vacancy.
  - b) **28 Draw.** If the vacancy involves a seed #1-4, then seed #5 moves to the vacated seed position and the next highest positioned player in the main draw eligible to be seeded shall be placed in the position vacated by the #5 seed. The appropriate lucky loser shall fill the remaining vacancy. If the vacancy involves a seed #5-8, then the next highest positioned player in the main draw eligible to be seeded shall be placed in the vacated seed position. The appropriate lucky loser shall fill the remaining vacancy.
  - c) **56 Draw.** If the vacancy involves a seed #1-8, then seed #9 moves to the vacated seed position and the next highest positioned player or team in the main draw eligible to be seeded shall be placed in the position vacated by the #9 seed. The appropriate lucky loser shall fill the remaining vacancy. If the vacancy involves a seed #9-16, then the next highest positioned player or team in the main draw eligible to be seeded shall be placed in the vacated seed position. The appropriate lucky loser shall fill the remaining vacancy.

#### **Seeds Withdraw or Are Withdrawn**

**Case:** *The team seeded 4th withdraws after the draw but prior to the order of play being released for the first day of main draw. How is the vacancy filled?*

**Decision:** *For a 16 team draw, the vacancy created by the removal of a seeded team is filled by the next highest positioned team eligible to be seeded. The appropriate alternate or lucky loser team shall fill the remaining vacancy.*

#### **Qualifier Eligible To Be Seeded**

**Case:** *A qualifier's ranking was high enough for him to be seeded in the main draw. The main draw was completed prior to the end of the qualifying event. After the player had qualified but prior to the order of play being released for the first day of main draw a seeded player withdraws. Is the qualifier eligible to be seeded?*

**Decision:** *Yes. The successful qualifier shall be accorded the same right to be seeded as the other players who have gained entry as Direct Acceptances, Wild Cards, Special Exempt etc. As per ATP rules a player may not use his Protected Ranking for seed purposes*

- 2) **Other Vacancy Procedures After Qualifying Starts.**
  - a) After the qualifying commences (when the first ball of the first match is struck), main draw vacancies may only be filled by eligible lucky losers (and eligible alternates in the case of a Challenger event).
  - b) If a lucky loser position becomes available after the places for qualifiers are drawn for the main draw but before the first day of the main draw event, the highest positioned lucky loser shall be inserted into the draw provided he can be notified.

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- c) If a position becomes available during the day, the highest positioned player who has signed that day's lucky loser sign-in record shall be inserted at the time the withdrawal is confirmed.
- d) Positions becoming available after the start of play for the last match of each day in that event (singles or doubles) shall be filled by the highest positioned player who signs the lucky loser sign-in record on the successive day of play.
- e) When two or more positions become available at the same time, the positions to be occupied by each lucky loser shall be determined by drawing.
- f) In all such cases, the Supervisor is responsible to notify a player(s) that he is in the draw.

### ***When is the withdrawn player replaced?***

***Case:*** A player withdraws from the main draw 2 hours prior to the close of the lucky loser sign-in deadline. A few minutes later, the highest ranked lucky loser signs in. There is still one hour left before the lucky loser sign-in deadline closes. As the player who signed-in is the highest ranked LL, is he inserted at that moment, or is the vacancy filled after the sign-in deadline passes?

***Decision:*** The player is not inserted in the draw until after the sign-in deadline as others may withdraw necessitating drawing for the available spots. Multiple withdrawals occurring after the last match of that event began on the previous day, and the time that the sign-in deadline closes on the next day, are considered to have occurred at the same time and the positions to be occupied by each lucky loser shall be determined by drawing.

## 7.21 Match Scheduling

### A. Scheduling Committee

The scheduling of matches and daily order of play in all tournaments shall be prepared by the Referee and/or Tour Manager and approved by a committee composed of the Tournament Director, Supervisor, Referee and the Tour Manager. In cases where the scheduling committee cannot agree, the Supervisor shall make the final decision.

### B. Tournament Week Plan

- 1) **Main Draw.** The main draw should be scheduled so that the first round in singles begins on Monday and the finals in singles and doubles are completed by Sunday, unless the tournament has special permission from ATP forty-two (42) days in advance of the event to complete the tournament on Saturday or on Monday.
  - a) **Considerations and Priorities.** The following priorities in the order listed should be followed:
    - i) Schedule the halves of the draw together particularly from Wednesday onward. At indoor tournaments, second rounds can be split within sections if necessary to avoid Monday/Thursday (singles).
    - ii) Schedule quarters together as an alternative.
    - iii) Avoid Monday/Thursday (singles) or Tuesday/Friday (doubles). Schedule some doubles on Monday.
    - iv) The singles quarterfinal matches on Friday should be scheduled by halves and as close together as possible.

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- v) Schedule one doubles semi-final on Friday (cannot be done if there are two Saturday sessions).
  - vi) When weather or other unavoidable circumstances cause a disruption in the schedule, a player may not be scheduled for more than three (3) matches in a day without his consent.
    - 1. The matches may not all be singles without the consent of the player.
    - 2. Completion of a match in progress shall count as one (1) match.
- 2) **ATP Tour Qualifying.** One (1) round per day except when weather or other unavoidable circumstances require two (2) rounds to be played on the same day.
- a) In ATP Tour events, one round shall be played on Saturday and the final round shall be played on Sunday except when weather or other unavoidable circumstances forces two rounds to be played on Sunday.
  - b) In ATP Tour 250 events, one round shall be played on Sunday and the final round shall be played on Monday except when weather or other unavoidable circumstances forces two rounds to be played on Monday.  
ATP Tour 250 events may elect and will be approved for qualifying to be held on Saturday and Sunday. A notification for Saturday – Sunday qualifying must be submitted in writing by the tournament and received by the appropriate ATP regional office no later than six (6) months prior to the first Monday of the event.
- 3) **ATP Challenger Tour Qualifying.** One (1) round per day except when weather or other unavoidable circumstances require two (2) rounds to be played on the same day.

### C. Daily Scheduling Overview

- 1) Feature singles matches should be scheduled after the scheduling committee considers the needs of players, television, tournament and the public. Tournaments may not schedule more than two (2) evening matches to begin no later than 7:30 p.m. local time (6:30 p.m. recommended) without prior ATP approval.
- 2) The scheduling committee must schedule a doubles match on all show courts (including Center Court) as follows:
  - ATP Tour 250 (16 draw doubles)**
    - o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.
  - ATP Tour 250 (24 draw doubles)**
    - o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.
    - o Four (4) doubles matches must be scheduled on the Grandstand or second court.
  - ATP Tour 500 (16 draw doubles)**
    - o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.
  - ATP Tour 500 (24 draw doubles)**
    - o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.
    - o Four (4) doubles matches must be scheduled on the Grandstand or second court.
  - ATP Tour Masters 1000 (24 draw doubles)**
    - o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.

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- o Seven (7) doubles matches must be scheduled on the next two (2) best courts with at least four (4) out of the seven (7) scheduled on the second overall best court.

### **ATP Tour Masters 1000 (32 draw doubles)**

- o Seven (7) doubles matches must be scheduled on the Center Court during the tournament week.
- o Nine (9) doubles matches must be scheduled on the next two (2) best courts with at least four (4) out of the nine (9) scheduled on the second overall best court.

**Final.** The doubles final is to be scheduled prior to the singles final. It is recommended that the time of the final is no earlier than two (2) hours before the singles final, unless otherwise approved by ATP.

It is further recommended that the tournament begin each session (day and night) with a doubles match as an "opening act".

If exceptional circumstances do not allow for a doubles match to be scheduled on the Center Court or a designated show court, then best efforts shall be made by the scheduling committee to schedule an additional doubles match on one of the other show courts, if any.

**a) Exceptional Circumstances may include, but are not limited to, the following:**

- i) Contractual television obligations.
- ii) Security issues.
- iii) Weather or other scheduling interruptions.
- iv) Combined with WTA Tour event.
- v) Unforeseen circumstances as determined by the scheduling committee.

Definition of show court(s): Center Court and all other courts that are used to televise matches; or, if only Center Court is televised, then the next court with the greatest number of spectator seating.

**Violation of this section may subject the Tournament to the penalties set forth in VIII. The Code - section 8.02 Tournament Violations.**

- 3) Normally, matches are scheduled using "to follow on assigned court." However, assigning feature matches a time or "not before" basis is permissible. The Tournament Director should understand that scheduling "not before" in a Center or show courts may result in a court not having a match until the announced time.
- 4) First round doubles matches can be scheduled on a "not before" basis which will then allow for the fixing of the lucky loser or alternate sign-in deadline.
- 5) Starting matches after Midnight is not recommended (after 1:00 a.m. should be avoided). The ATP Supervisor may postpone a match after examining the impact on the tournament and the players. If postponing the match is not possible, then consideration must be given to moving a match to another court, if available.

**Note applicable to all ATP Tour Tournaments on a trial basis in 2024:** A maximum of 5 matches may be scheduled per court starting at 11 a.m. with three (3) matches during the day session and two (2) matches during the evening session. Any match not on court by 10:30pm will be moved to another court at 11 p.m. local time. No matches will be started after 11 p.m. local time, unless approved by the ATP Supervisor in consultation with ATP management. The ATP Scheduling Working Group reviewing tournament Match Schedule Plans shall have the authority to consider and issue waivers for deviations from the above trial scheduling rules based on local cultural traditions or weather conditions.

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### D. Order of Play

The daily order of play is the published summary of all matches scheduled for a particular day.

- 1) **Release Deadline.** Once the scheduling committee determines the order of play, it should be released no later than 10 p.m. local time at the tournament.
- 2) **Change.** Once released, the order of play may not be changed except upon the approval of the Supervisor.
- 3) **Notification.**
  - a) It is the responsibility of all players to ascertain their schedules from the Supervisor/Referee for each day's play.
  - b) The Supervisor/Referee should also use all available means to notify each player of his schedule.
- 4) **Notes / Reminders.** Daily order of play must have footnotes reflecting the following:
  - a) The singles (and doubles) lucky loser sign-in deadline is \_\_\_\_\_ (on appropriate days).
  - b) The alternate sign-in deadline is \_\_\_\_\_ (on appropriate days).
  - c) Any match on any court or session may be moved.

### E. Calling of Matches

The Supervisor determines when a match is to be called. Players must be ready to play when their matches are called. The Supervisor shall determine when a match is to be called or when a match was in fact called. Schedules and match updates may only be reliably obtained from the Supervisor, Tour Manager or the Referee.

### F. Rain

If because of rain, etc., a tournament cannot be completed within the tournament week, then, at the option of the tournament, one (1) extra day shall be allowed. The Supervisor shall approve the commencement times for matches on the extra day, which shall then be scheduled during the morning or early afternoon. No further extension of the tournament shall be permitted without the approval of ATP.

**Case:** *A tournament with an approved and announced Saturday final is interrupted by weather so that the final is scheduled for Sunday. If adverse weather on Sunday prevents the match from being played, may the tournament be extended to Monday at the option of the tournament?*

**Decision:** *No. For a tournament with a Saturday final the tournament week would end on Saturday and the one (1) extra day allowed at the option of the tournament would be Sunday. It must be noted however that if play cannot be completed on Sunday then ATP would consider approving Monday play only in the case where all parties (tournament & all players) request to finish on Monday.*

### G. Rest Periods - Minimums and Guidelines

- 1) **Between Main Draw and Prior Week's Tournament(s).** Before scheduling matches for the first day of play, the Supervisor must contact the Supervisor(s), Referee(s) or Tour Manager(s) of the preceding week's tournament(s) to deter-

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mine to what extent players still competing may have difficulties in arriving for play. To the extent possible, and providing it does not jeopardize the fairness of scheduling and the completion of his tournament, matches should be scheduled so that each player with reasonable difficulties can be accommodated. The Supervisor shall whenever possible give the player one full day's rest between his last match played in a previous week's tournament or event and the player's first match in the succeeding tournament, unless weather or unavoidable circumstances have caused a schedule disruption or the player was a finalist in a Monday or other delayed final. There shall be no first-round singles matches scheduled to start on Wednesday in 32 draw outdoor tournaments without the approval of ATP or on-site Supervisor. The on-site Supervisor shall consider approving Wednesday starts only in the following circumstances:

- a) If a player is competing on the Sunday in a Grand Slam, ATP Tour, ATP Challenger Tour, Davis Cup or ITF M 25 tournament, and the following week's tournament is on a different continent; or in a Monday Final on the same continent. Davis Cup Ties on the same continent which are delayed until Monday may also be considered. For the purposes of this rule the world is divided into 7 distinct continents. They are Europe, Asia, Antarctica, Australia, Africa, North America (including Central America) and South America. In such cases, the match must be scheduled early Wednesday and if the player enters doubles, then he shall be required to play as determined by the Supervisor.

The criteria listed in a) above shall not apply in the case where a tournament has been approved for a Saturday final.

**Case:** *A player competes in a Grand Slam Junior match on the final Sunday. Is he eligible for a Wednesday start if his next tournament is the following week and on a different continent?*

**Decision:** *No. The Wednesday start provisions indicated in the ATP Rulebook only apply to Main Draw Singles, Main Draw Doubles and Mixed Doubles.*

- 2) **Main Draw and Qualifying.** Other than in exceptional circumstances, no player shall be required to play his first-round match in the singles main draw until at least twelve (12) hours after the completion of his final qualifying match. The following should also be considered:
  - a) If a player plays two (2) rounds of singles qualifying on the first day of qualifying, then the scheduled start time of his final round of qualifying shall be no earlier than eighteen (18) hours from the start time of his second qualifying match.
  - b) If a player plays in two (2) singles qualifying matches on Sunday, then he shall not be scheduled to play in a singles main draw match on Monday. However, the player may be scheduled to play, if necessary, a doubles match on Monday.
  - c) If a player plays in two (2) doubles qualifying matches on Sunday, then he can be scheduled to play in either one (1) singles or one (1) doubles main draw match on Monday.
  - d) If a player plays in one (1) singles qualifying and two (2) doubles qualifying matches on Sunday, then he shall not be scheduled to play on Monday.
  - e) If a player plays in one (1) singles qualifying and one (1) doubles qualifying match on Sunday, then he can be scheduled to play in one (1) singles main

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draw match on Monday. The singles match is to be scheduled early if that player is also playing in a doubles qualifying match (final) on that Monday.

- f) If the final doubles qualifying match is scheduled for Monday, the main draw doubles matches shall be scheduled no earlier than three (3) hours after the final qualifying match. If the main draw doubles match should be scheduled earlier, then it is understood that if a doubles lucky loser is required, the match shall be re-scheduled with that lucky loser inserted.
- g) Any player who becomes a lucky loser may be scheduled to play on Monday regardless of the number of matches that he has competed in on Sunday. Except, however, a player who played in three (3) matches on Sunday may only play one (1) match (singles) on Monday. If the player is to be required to be a doubles lucky loser or is scheduled to play a main draw doubles match, the doubles match would be rescheduled when his team is inserted into the draw unless the Supervisor determines the schedule shall be adversely affected.

**Case:** *Due to weather or other unforeseen circumstances, a player played two singles qualifying matches on Monday in an outdoor tournament. May he be scheduled for a main draw singles match on Tuesday?*

**Decision:** *Yes. The provision of not playing on Monday after playing two qualifying matches on Sunday does not apply as there are no Wednesday starts permitted.*

### 3) Between Main Draw Matches.

- a) Players shall not be scheduled to play in a match within twelve (12) hours after completing his last match the preceding day.
- b) Players shall not be scheduled for more than one (1) singles and one (1) doubles match per day, unless weather or other unavoidable circumstances have caused schedule disruptions. Completion of a match in progress shall count as one (1) match.
- c) A player's singles match on any particular day shall be scheduled before his doubles match(es) unless otherwise directed by the Supervisor. Even without a schedule disruption, a player may be scheduled for two (2) doubles matches if he is not scheduled to play in singles that day.
- d) Whenever it is necessary to schedule a player to compete in more than one match in the same day, a player shall be given the following minimum rest periods (other factors may result in more time being authorized) unless he is in a singles and doubles finals to be played consecutively:
 

	<u>Outdoor</u>	<u>Indoor</u>
i) If he has played less than 1 hour	30 min. rest	30 min. rest
ii) If he has played between 1 and 1/2 hours	1 hr. rest	45 min. rest
iii) If he has played for more than 1 1/2 hours	1 1/2 hr. rest	1 hr. rest
- iv) If play has been interrupted for thirty (30) minutes or more because of rain or other warranted delay, the length of match time would be assessed from the moment play resumes after the delay.
- v) If play is interrupted for less than thirty (30) minutes, match time would be considered continuous from the moment the first ball of the match was put into play.
- e) Whenever it is necessary for a player to compete in two (2) singles matches in the same day, other than in exceptional circumstances a player shall be scheduled the following day no earlier than eighteen (18) hours from the start of his last match of the previous day, singles or doubles.

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### 4) Between Singles Semi-final and Singles Final

- a) When the two (2) semi-final matches are not to be played consecutively, then the scheduled start time of the final shall be no earlier than eighteen (18) hours from the scheduled start time of the second semi-final match. In the case where the two (2) semi-final matches are to be played consecutively (i.e. "followed-by"), then the scheduled start time of the final shall be no earlier than twenty (20) hours from the scheduled start time of the first semi-final match.
- b) Tournaments are encouraged to plan the schedule so that it exceeds the minimum requirement.
- c) If rain or other unavoidable circumstances have caused a disruption in the schedule, then after considering the interests of the tournament, the players, the television and the public, the Supervisor shall determine the revised time of the semi-final and/or the final.

#### **Player Entitled to Minimum Rest**

**Case:** *Because of rain delays, the singles semi-final and final matches are scheduled for Sunday. The two (2) semi-final singles matches are played on two (2) courts starting at 10 a.m. The final, because of television commitments, is scheduled to begin at 2 p.m. with live television coverage. One of the semi-final matches does not finish until 1:15 p.m. The tournament and the television staff still insist that the final match begin at 2 p.m. What is the solution?*

**Decision:** *The player is entitled to a minimum rest of 1 1/2 hours. The final cannot start before 2:45 p.m.*

**Note:** *In circumstances where television is a factor, the Supervisor should try to give as much flexibility as possible by starting the semi-final matches as early as possible. Also, it is important to know the latest start time acceptable for television. The goal is to give the players more than their minimum rest time between a semi-final and final.*

#### **Rain: How Many Matches Per Player?**

**Case:** *Rain has put the tournament behind schedule. Player A's singles match was suspended at one set all. Player A is also behind in the doubles. How many matches may player A be scheduled to play the next day?*

**Decision:** *Three (3). Completion of a match shall count as one (1) match. If the player wins the singles match in progress then he may be scheduled for one (1) more singles plus one (1) doubles. If he loses the first singles match, then he may be scheduled for two (2) doubles matches.*

#### **Scheduling Priorities**

**Case:** *In preparing the schedule of play for Wednesday in a 32-draw outdoor event, the upper half of the draw is the half the tournament would like to play. Several players will have played singles on Monday and not again until Thursday if that half is played. Sections of the draw would have to be split to accommodate players not having two (2) days off between singles matches. What is the correct priority in scheduling?*

**Decision:** *Scheduling in outdoor events must keep sections of the draw together. Preferably, halves of the draw are scheduled*



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*together, if that is not possible then quarters are scheduled together. Players playing singles on Monday and Thursday should be avoided; however, halves of the draw should be kept together. Inclement weather can adversely affect the schedule as well as the fair treatment of the players unless these priorities are followed.*

### **Rain Delayed Semi-final, When to Play Final?**

**Case:** *Rain on Saturday prevents both semi-final singles from being played. The second semi-final is played on Sunday morning, with the winner due to play the final that afternoon. Can the winner of the second semi-final insist on a Monday final?*

**Decision:** *No. Every effort must be made to finish the tournament on Sunday. The winner of the second semi-final should be given the maximum amount of rest possible before playing the final. (ATP Policy)*

### **Moving Indoors at an Outdoor event**

**Case:** *Rain has disrupted play to the point where the event is in danger of not being completed. There are indoor courts available for use. May the Supervisor move the matches indoors to complete this event?*

**Decision:** *Yes. Under the responsibilities of the Supervisor it states that "the Supervisor may, if necessary to eliminate the possibility of a player having to play two singles matches in one day, or if necessary to complete the event, move a match to another court, indoors or outdoors, regardless of surface". The exception to this is if the Tournament Director demonstrates to the Supervisor that there will be a detrimental impact on the success of the tournament if singles or doubles matches are played indoors. In this case, the Supervisor may elect to keep all matches for outdoor play. (ATP Policy)*

## 7.22 On-Court Procedures and Requirements

### A. Start of Tournament

A tournament shall commence when the first serve of the first point of the first match is struck.

### B. Start of Match

A match shall commence when the first serve of the first point is struck.

### C. [Rules of Tennis](#)

The Rules of Tennis shall apply to all ATP Tour and ATP Challenger Tour tournaments except as amended by the ATP Official Rulebook.

### D. Appeal of Calls

#### 1) Questions of Fact.

- a) **Definition.** A question of fact is defined as an issue relating to what actually occurred on court during a specific match. Only the on-court officials shall determine questions of fact arising during a match and the player or the Supervisor may not change such determinations.

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b) **Rule.** A player may not appeal the determination made by the on-court officials on a question of fact.

### 2) Questions of Tennis Law.

a) **Definition.** A question of tennis law is defined as an issue relating to the construction and application of specific facts to the ATP rules and regulations and the rules of tennis. During a match, the Chair Umpire shall first determine questions of tennis law. If the Chair Umpire is uncertain or if a player appeals the determination of the Chair Umpire, then the decision shall be made by the Supervisor, which shall be final and non-appealable.

b) **Player Rights.** A player shall have the right to appeal any ruling of tennis law in accordance with the following procedures:

i) When a player is of the opinion that a ruling by the Chair Umpire on a matter of tennis law is erroneous, he may appeal the ruling by notification to the Chair Umpire in a professional and non-abusive manner.

ii) The Chair Umpire shall stop play and immediately call for the Supervisor. Upon the arrival of the Supervisor, the Chair Umpire shall state the facts of the incident and the Supervisor shall be bound by the facts as stated. The Chair Umpire shall then state his position with respect to the ruling. The Supervisor shall review briefly the applicable rules with the player and the Chair Umpire and either affirm or reverse the ruling.

iii) Play shall be resumed upon the statement of "Let's Play" by the Supervisor and the players must proceed to commence play and the twenty-five (25) second clock shall commence.

### E. Tennis Law - Cases

#### **Appeal of Judgment Calls**

**Case:** A first serve is hit down the middle and is called out and then corrected to good by the center service Line Umpire. The Chair Umpire awards the point to the server, but the receiver disagrees saying that he had a play on the ball. The Chair Umpire agrees and rules that the point be replayed. The Supervisor is called to the court.

**Decision:** Point to server. The Chair Umpire may not change a judgment decision after a player appeal.

#### **Appeal of the "Facts": Receiver**

**Case:** First point of a game, the first serve is called fault and overruled by the Chair Umpire to good. The Chair Umpire then announces 15-Love. The receiver states that the point should be re-played because he returned the ball into the court. The Chair Umpire realizes that the receiver did in fact return the ball and orders the point to be replayed. The server claims that the Chair Umpire cannot change his decision and asks for the Supervisor to be called.

**Decision:** The point is re-played. The Chair Umpire's initial awarding of the point to the server was incorrect based upon the facts as described by the Chair Umpire: The receiver did return the serve.

#### **Appeal of the "Facts": Server**

**Case:** First point of a game, the first serve is called fault and overruled by the Chair Umpire to good. The Chair Umpire awards the point to the server based upon his judgment that the receiver did not have a play on the ball. The receiver claims that he could

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*have played the ball. The Chair Umpire is not sure of his original judgment and orders the point to be re-played. The server claims that the Chair Umpire may not change his judgment based upon an appeal from the receiver and asks for the Supervisor to be called.*

**Decision:** *Point to the server. The facts on which the Chair Umpire based his initial decision did not change. Therefore, the Chair Umpire may not change his original decision based upon a player's appeal or protest.*

### **Umpire Blocked on Question of Fact**

**Case:** *Player A stops play claiming that player B had played the ball after it had bounced twice. The Chair Umpire said that he was "blocked" and could not make the decision.*

**Decision:** *The point stands as played. When the Chair Umpire has the primary responsibility for a call (nets, throughs, not-ups and touches) as opposed to the secondary responsibility (line calls), an immediate decision must be made. If the Chair Umpire did not see a rules violation on something for which he has the primary responsibility then technically no violation can be called*

### **Appealing for a Let**

**Case:** *Player A serves and player B returns the ball for a winner. Player A appeals to the Chair Umpire that the service was a let. The Chair Umpire says that he did not hear a let. Player A then asks player B if he heard a let. Player B answers yes. Upon hearing this, the Chair Umpire says that since both players heard a let, we shall play a let. Player B objects saying that it is the Chair Umpire's call and that he was only confirming to player A that the Chair Umpire had made a mistake.*

**Decision:** *The point stands as played. The Chair Umpire cannot make assumptions as to the intent of player B's comment. The Chair Umpire should be certain that the intention of player B was to play a let before making any decision.*

**F. Hindrance.** A hindrance may result (1) from a corrected call by an official or (2) from an inadvertent event that occurs on-court:

- 1) **Corrected Call.** Whenever there is a corrected call either by overrule, correction by a Line Umpire or otherwise, the Chair Umpire in his sole judgment must determine if either player was hindered, and if so, order a "Let" to be played.
  - a) If a call is corrected from "Good Ball" to "Out," then the point is ended and there is no hindrance.
  - b) If the call is corrected from "Out" to "Good Ball," then there must be a "Let" played unless it was a clear ace or a clear winning shot that the player could not possibly have retrieved. If there is any reasonable possibility that such a ball could have been played, then the player who would have lost the point must be given the benefit of the doubt.
- 2) **Inadvertent or Deliberate event.** A distraction occurring on-court may be ruled inadvertent (unintentional) or ruled deliberate.
  - a) Inadvertent distractions may include the following (a "Let" may be called in these cases): a ball rolling onto the court; a ball falling out of a pocket; a hat falling off; or an involuntary sound or exclamation (ex. verbal reaction to an injury) from a player. Any player who created the hindrance must be advised

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that the next time play is stopped by the Chair Umpire because of that player's similar actions; it shall result in a loss of point.

- b) Any distraction caused by a player may be ruled deliberate and result in the loss of a point (intentional or unintentional). Deliberate is defined as the player meant to do what it was that caused the hindrance or distraction.
- c) Care must be exercised to ensure rulings do not result in providing a player(s) with two opportunities to win a point.

### G. Hindrance Cases

#### **Delaying the Server**

**Case:** During a match with Review ELC in use, the receiver breaks a string after returning a first serve called fault. The server challenges the fault call and the receiver changes his racket before the result of the challenge is displayed on the screen. Should the server be awarded a first serve if the call stands?

**Decision:** Second serve, as the receiver changing his racket did not delay the server in any way.

#### **Corrected Call**

**Case:** A second serve is a "net" call. The service Line Umpire calls "out," then corrects it to "good."

**Decision:** Second serve

#### **Opponent's Gear Falls On The Court**

**Case:** Clothing or equipment (excluding the racquet) that is worn or carried by a player, including a ball from his pocket, falls to the court during play.

**Decision:** The Chair Umpire shall call a let and replay the point. He shall also inform the player that if the Chair Umpire makes a second call of let, it will result in a loss of point.

**Case:** A player's shoe comes off during play and is laying on the court.

**Decision:** The default position of the Chair Umpire should be that the point continues, unless the Chair Umpire is convinced that the opponent is hindered and in that case, a let could be called.

#### **Opponent Makes Noise**

**Case:** During play, a player thinking he has hit a winner, shouts "vamos", "come on", "yes", etc. as his opponent is in the act of hitting the ball.

**Decision:** If the Chair Umpire rules that a hindrance has occurred then, as the sound or exclamation that caused the hindrance was deliberate, the point shall be awarded.

#### **Inadvertent Hindrance**

**Case:** As a player is in the process of hitting a volley into the net, his hat falls off. He then claims a let for hindrance.

**Decision:** No let. A player may not hinder himself. A let should only be called when the opponent could have been hindered.

#### **Singles Stick Falls**

**Case:** After a first serve fault, the singles stick falls to the court.

**Decision:** The Chair Umpire should award a first serve unless in his opinion the replacement time was such that the server was not

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*delayed in his delivery of a second serve.*

### **Spectator Noise**

**Case:** *During play an "out" call is made by a spectator. The player stops playing and claims hindrance.*

**Decision:** *The point stands as played.*

### **Early Foot Fault Call**

**Case:** *The baseline umpire calls a foot fault on the server prior to him hitting a first serve. The server continues with his motion and hits the serve into the net.*

**Decision:** *First serve awarded. It is not a foot fault until the ball has been struck. Therefore, the call is erroneous and the Line Umpire has hindered the server.*

## H. Overrule

- 1) The Chair Umpire may overrule a Line Umpire only if (1) there is a clear mistake by a Line Umpire, and (2) the overrule is made promptly after the mistake. A player may never appeal a determination on questions of fact to the Supervisor.
  - a) **Clear Mistake.** As a matter of practice the Chair Umpire must be in a position to make a determination that a call was erroneous beyond a reasonable doubt. To overrule a ball called "Good" by the Line Umpire, the Chair Umpire must have been able to see a space between the ball and the line. To overrule an "Out" or "Fault" call by a Line Umpire, the Chair Umpire must have seen the ball hit on or inside the line. Clear foot-faults not called by the responsible Line Umpire should be called by the Chair Umpire.
  - b) **Promptly.** The Chair Umpire must overrule immediately after the Line Umpire makes the "clear mistake." The overrule "call" must be made almost simultaneously with the "clear mistake" made by the Line Umpire.
- 2) A player may request that the Chair Umpire verify a call or other determination of fact on a point-ending call made by an on-court official; upon such request the Chair Umpire shall immediately verify the same either by his own personal observation or upon confirmation of the Line Umpire or other on-court official involved. The Chair Umpire may never overrule the call of a Line Umpire upon the request of a player. A Line Umpire may never change a call as a result of a protest or appeal, except in the case of clay court ball mark procedures.
- 3) The request, verification and resumption of play should be completed within the twenty-five (25) seconds allowed between points. If the player prolongs the argument, the Chair Umpire should announce "Let's Play," and the player is subject to the provisions of the Code.

## I. Correction/Verification of Call

**Line umpires.** When a Line Umpire realizes that he/she has made an erroneous call, including an inadvertent sound, he/she should immediately call "Correction" so that the Chair Umpire and the players are aware of the error. The Line Umpire should then make the corrected call.

## J. Ball Mark Inspection Procedures (Clay Courts)

- 1) **Chair Umpire**
  - a) A ball mark inspection requested by a player (team) shall be allowed only if the Chair Umpire cannot determine the call with surety on either a point-end-

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ing shot or when a player (team) stops playing the point during the rally (Returns are permitted but then the player must immediately stop). The Chair Umpire shall check ball marks if there is some doubt about the accuracy of the call.

- b) If the Chair Umpire sees a clear mistake, he may stop play with an overrule.
- c) The original call or overrule shall always stand if the Line Umpire and/or Chair Umpire cannot determine the location of the mark or if the mark is unreadable.
- d) Once the Chair Umpire has identified and ruled on a ball mark, this decision is final and not appealable.
- e) In clay court tennis, the Chair Umpire should not be too quick to announce the score unless absolutely certain of the call. If in doubt, the Chair Umpire should wait before calling the score to determine whether a ball mark inspection is necessary. Ball mark inspections made after the score has been announced or after first serves shall be done as quickly as possible so the server is not unreasonably delayed.
- f) In doubles, the appealing player must make his appeal in such a way that either both players stop playing the point or the Chair Umpire stops play. If an appeal is made to the Chair Umpire, then the Chair Umpire must first determine that the correct procedure was followed. If it is not proper or if it is late, then the Chair Umpire may determine that the opposing team was deliberately hindered.
- g) Players may not cross the net to check a ball mark without being subject to the Code. A player may not erase marks unless he is conceding the call or after a ball mark inspection occurs and the Chair Umpire has made a final decision.

### 2) Line Umpires

- a) If a Line Umpire has to make a close call, he must keep his eyes on the mark and should not look at the Chair Umpire.
- b) If requested by the Chair Umpire, the Line Umpire shall walk directly to the mark and identify the mark to the Chair Umpire. The Chair Umpire shall then inspect the mark and make the determination.
- c) If directed by the Chair Umpire to identify a mark and the Line Umpire is not sure of the mark, the Line Umpire must state immediately to the Chair Umpire, "I do not have the mark."

### K. Clay Court Cases

#### **Can't Find Ball Mark**

**Case:** A Line Umpire calls a ball out on a clay court. The Chair Umpire asks him to show the mark. The Line Umpire cannot locate the mark and neither can the Chair Umpire.

**Decision:** The original (out) call must stand.

#### **Clay Court: Doubles Ball Mark Appeal**

**Case:** Player B returns a serve but his partner, player A, says, "wait" as he moves to look at the mark. The Chair Umpire stops play. The opponent, player C, appeals to the Supervisor, saying player B returned the serve, which player C put away.

**Decision:** The procedure was correct (The Chair Umpire stopped play after an interruption by player A.) The mark is examined and if it is good, Team A-B loses the point; otherwise, it is a second serve.

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### **Must Both Players on a Team Stop to Get Ball Mark Inspection.**

**Case:** *In doubles on a clay court, the second serve is called good. The receiver returns the ball but hesitates in search of the mark. His partner crosses (poaches) and hits the ball into the net. The receiver then appeals the second serve, stating that he stopped play prior to his reflex return.*

**Decision:** *The point stands as played. Both players must stop playing or the player appealing must do so in a manner that results in the Chair Umpire stopping play.*

### **Overrule Then Inspect Ball Mark**

**Case:** *As a Chair Umpire, you overrule a ball on a clay court. The player disagrees and asks for a ball mark inspection. You think that maybe you made a mistake on the overrule.*

**Decision:** *The Chair Umpire should check the mark.*

## **L. Electronic Review / Electronic Review - Line Calling (Review ELC)**

### **A. Electronic Review (Review ELC)**

The use of an approved electronic system for reviewing line calls and/or overrules is authorized for use at ATP events. The protocol for Review ELC is as follows:

- 1) A request for an electronic review of a line call by a player (team) shall be allowed only on either a point-ending shot or when a player (team) stops playing the point during a rally (returns are permitted but then the player must immediately stop).
- 2) In doubles the appealing player must make his appeal in such a way that either play stops or the Chair Umpire stops play. If an appeal is made to the Chair Umpire the Chair Umpire must first determine that the correct appeal procedure was followed. If it was not correct or if it was late, then the Chair Umpire may determine that the opposing team was deliberately hindered, in which case the appealing team loses the point.
- 3) Each player/team shall receive three (3) challenges per set (excluding the tie-break game). If the player/team is incorrect with a challenge, then one of the challenges is lost. If the player (team) is correct with a challenge, then the player retains his same number of challenges. Challenges remaining, if any, at the end of a set do not carry over to the next set.
- 4) During the tie-break game in any set, each player/team shall receive one (1) additional challenge. This is in addition to any challenges not lost, if any, during the set.
- 5) For doubles, the Match Tie Break shall be considered as a new set and each team shall receive three (3) challenges. Challenges remaining from the previous set do not carry over into the Match Tie Break. Successful challenges do not reduce the number of challenges that may remain.
- 6) In order to challenge, a player must show an immediate interest in making a challenge and must do it in a timely manner. The key to the policy is "immediate interest". The player must also make his/her intention to challenge known to the Chair Umpire either verbally or visually using his racquet or finger. The Chair Umpire will (a) reconfirm with the player his intent to challenge; (b) confirm that the player has challenges remaining; and (c) proceed with the electronic review.

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- 7) The original call or overrule will always stand if the electronic review is unable, for whatever reason, to make a decision on that line call or overrule. In this case, the player shall not have his available number of challenges reduced.
- 8) If there is no call made from the on-court officials (unsighted Line Umpire and Chair Umpire cannot make the call) on a point ending shot, the Chair Umpire may call for a review and the result of the review will not affect the remaining challenges of either player.
- 9) The decision of the electronic review is final and cannot be appealed.
- 10) A certified official, approved by the ATP Supervisor, shall act as the Review Official\* and his duties shall include, but are not limited to:
  - a) Determining which impact shall be reviewed by the system.
  - b) Act as the final authority on tracking the number of challenges each player has remaining.
  - c) Monitor the system to ensure that it is functioning properly.
  - d) Notify the Chair Umpire immediately in the case of a system failure or any other condition that prohibits or brings into question the ability of the system to review a challenged call. In this case, the Chair Umpire shall immediately notify both players that review is not available until further notice.

\* Review official and supporting technology staff shall be located within the stadium or arena in a secured area and with an unobstructed view of the court.
- 11) For each court that is using a review system, there shall be a minimum of one (1) video board, of sufficient size, located in a position where the Chair Umpire, players and spectators may view the results of the challenge.
- 12) Review Official Protocol is described in "Exhibit T.

### **B. Electronic Review - Live Line Calling (Live ELC)**

The use of an approved Live ELC electronic line calling system is authorized for use at ATP events in 2024.

The following protocol shall be used.

- 1) There shall be no line umpires. All lines shall be called using the Live ELC System approved by ATP to call all lines.
- 2) Foot-faults will be called by a Review Official monitoring two (2) court-level cameras placed on the baseline and on the center service line at each end of the court if available or the Chair Umpire.
- 3) In the unlikely event the Live ELC system malfunctions, play will be delayed for up until such time as the issue is corrected or 15 minutes have elapsed. If the issue is not resolved within 15 minutes the ATP Tour Supervisor will decide when and how the match will resume.
- 4) If the Live ELC system fails to make a call, the call shall be made by the Chair Umpire. If the Chair Umpire is unable to determine if the ball was in or out, then the point shall be replayed. This protocol applies only to point ending shots or in the case when a player stops play. In the case where there is no call, and the player stops play, the umpire shall call for the shot to be displayed on the video board for confirmation.
- 5) If equipment is available, automatic replays of the call will be shown on the video boards on point ending shots that are "out" by 15 centimeters or less. Winning



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shots warranting a replay will be manually directed to the video board by the Review Official.

- 6) Physical requirements for the on-site booth to be confirmed..

### M. Continuous Play/Delay of Game

Play shall be continuous, except that a maximum of twenty-five (25) seconds may elapse from the moment the ball goes out of play at the end of one point to the time the ball is struck for the next point, except at a ninety (90) second changeover or a one hundred and twenty (120) second set break. The procedures for enforcing this rule are as follows:

- 1) **Time Between Points. 25 Seconds/Continuous Play**
  - a) **Start Stop Watch.** The Chair Umpire must start the stopwatch after the ball goes out of play or when the players are ordered to play.
  - b) **Time Violation or Code Violation.** A Time or Code Violation must be assessed if the ball is not struck for the next point within the twenty-five (25) seconds allowed, except if the Chair Umpire extends the time for special circumstances defined by ATP. There is no time warning prior to the expiration of the twenty-five (25) seconds.
- 2) **90 Seconds/Change-Over (Changing Ends)**
  - a) **Start Stop Watch.** The Chair Umpire must start the stopwatch the moment the ball goes out of play.
  - b) **“Time.”** The Chair Umpire must announce to players “Time” after one (1) minute has elapsed. If requested, prior to the match, by a television broadcaster, the Chair Umpire shall have the authority to delay the start of play until the end of the ninety (90) second changeover period.
  - c) **“15 Seconds.”** The Chair Umpire may announce to players “15 Seconds” if the players are still at their chairs and/or have not started toward their playing positions.
  - d) **Time Violation or Code Violation.** The Chair Umpire must assess a Time Violation or, when applicable, a Code Violation (after a medical time-out or treatment) if the ball is not struck for the next point within the ninety (90) seconds / one hundred twenty (120) seconds allowed, provided there has been no interference which prevented the Server from serving within that time or a delay by the Chair Umpire.
- 3) **120 Seconds/Set Break**
  - a) **Start Stop Watch.** The Chair Umpire must start the stopwatch the moment the ball goes out of play.
  - b) **“Time”.** The Chair Umpire must announce to players “time” after 90 seconds has elapsed. If requested, prior to the match, by a television broadcaster, the Chair Umpire shall have the authority to delay the start of play until the end of the one hundred twenty (120) second set break.
  - c) **“15 Seconds.”** The Chair Umpire may announce to players “15 Seconds” if the players are still at their chairs and/or have not started toward their playing positions.
  - d) **Time Violation or Code Violation.** The Chair Umpire must assess a Time Violation or, when applicable, a Code Violation (after a medical time-out or treatment) if the ball is not struck for the next point within the one hundred twenty (120) / one hundred fifty (150) seconds allowed, provided there has

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been no interference which prevented the server from serving within that time or a delay by the Chair Umpire.

### 4) Not Playing to the Reasonable Pace of the Server

- a) **Start Stop Watch.** The Chair Umpire must start the stopwatch when the player is ordered to play or the moment the ball goes out of play.
- b) **Time Violation or Code Violation.** The Chair Umpire must assess a Code Violation if the receiver is employing “gamesmanship.” The Chair Umpire must issue a Time Violation before the expiration of twenty-five (25) seconds if the receiver’s actions delay the reasonable pace of the server.

### 5) Stoppage and Postponement of a Match

- a) The Chair Umpire may stop a match temporarily because of or conditions of the grounds or weather. Any such stoppage by a Chair Umpire must be reported immediately to the Supervisor. Once a match is stopped and until a match is postponed, the Chair Umpire must ensure that he, the players and all on-court officials remain ready to resume the match. The Supervisor makes the decision to postpone a match until a later day.
- b) Upon stoppage or postponement by the Supervisor, the Chair Umpire shall record the time, point, game and set score, the name of the server, the side on which each player was situated and shall collect all balls in use for the match.

### 6) Warm up / Re-warm up.

There shall be a four (4) minute warm-up before a match and in the case of a stopped or postponed match, the period of warm-up shall be as follows:

- a) 0-15 minutes delay — No warm--up;
- b) more than 15 minutes but less than 30 minutes —Three (3) minutes of warm-up; and
- c) 30 or more minutes of delay — Four (4) minutes of warm-up [Five (5) minutes at Challengers].

## N. Video Review (“VR”)

The use of VR to determine specific judgment calls is approved for use at events where there is Electronic Line Calling (“ELC”) and the VR system has been approved by ATP.

The protocol for use is as follows:

- a) **Reviewable calls**
  - i) Not-up – ball bounced more than once prior to contact.
  - ii) Foul shot – player carries the ball on the racquet, player contacts the ball before it crosses the net, player’s racquet touches the ball while not under the control of the player.
  - iii) Touch – ball touches player, or anything he is wearing or carrying (except racquet), player touches net while ball is in play.
  - iv) Invasion – player touches the opponent’s court with any part of his body or his racquet while the ball is in play.
  - v) Through – the ball passes through the net instead of passing over the net.
  - vi) Hindrance – any decision on whether a point should be awarded, or the point should be replayed. Most common use of this would be a call corrected from out to good and whether the player had a play on the ball.
  - vii) Original Call Stands – when a challenge to a line call has properly been made and the line review system is unable to make a determination, the

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chair umpire may review the call for clear evidence that confirms or overturns the call on the court.

- viii) Foot-faults
- ix) Scoring error

### b) Process

- i) When a reviewable call is challenged, the VR operator will find, through the various camera angles available, the best view of the incident.
- ii) The VR operator will then send the video to a screen attached to the Chair Umpire's chair.
- iii) The Chair Umpire will review the video and determine if there is clear evidence to support the original decision or to overturn the decision.
- iv) If there is no clear evidence, then the original decision stands.

### c) Limit to Challenges

- i) Each player will be limited to three (3) incorrect challenges during the set.
- ii) If any set reaches 6-all, each player will receive one (1) additional challenge.
- iii) A review under a) vii) above shall not be recorded as a won/lost challenge.

## O. Time and Equipment Cases

### **Crowd Movement**

**Case:** The server is given a Time Violation for going beyond the 25 seconds that is allowed between points. The server claims that he should have been given additional time because there were some spectators taking their seats.

**Decision:** The Time Violation stands. The continuous play procedures shall be in effect regardless of spectator movement unless the Chair Umpire believes the movement is intended as a deliberate attempt to distract a player(s) or occurs in the designated lowest tier of seats.

### **Ball Person as Personal Valet**

**Case:** A player receives a time violation from the Chair Umpire while waiting for the ball person to retrieve a towel. The player claims the ball person caused the delay.

**Decision:** The Time Violation stands. Toweling off between points with or without the help of a ball person is not a valid reason for delay.

### **Time Violation, No Play, Results in Code**

**Case:** A player, upon hearing a Time Violation, comes to the Chair Umpire and asks "Why?" He receives an explanation followed by "Let's Play". The player continues his discussion and is given a Code Violation. The player appeals to the Supervisor saying he should have received a Time Violation, Point Penalty.

**Decision:** The Chair Umpire suspends play and calls for the Supervisor. Upon arrival, the Supervisor affirms the decision of the Chair Umpire as the player was directed to play when the Chair Umpire said "Let's Play."

### **Time Violation + 25 Seconds = Code**

**Case:** A player receives a time violation while standing at the back fence. He does not move to play and the Chair Umpire says, "Let's

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*play". After another 25 seconds elapses, what does the Chair Umpire do?*

**Decision:** A Code Violation is announced, (and possibly an inquiry, such as, "Are you OK?") followed by "Let's Play".

### **Two Explanations are Enough**

**Case:** A player asks for an explanation and is given one. He then raises another point and receives another response. How long may this go on?

**Decision:** Normally only twice since continuous play provisions are not being complied with. After two brief responses, the Chair Umpire announces "Let's Play" and subsequently issues a Code Violation if the ball is not in play as a result of that player's action.

### **Changing Shoes**

**Case:** May a player receive extra time on a changeover in order to change his shoes and/or socks? If yes, how many times may he do so during the course of the match?

**Decision:** Yes. The Chair Umpire may allow a reasonable extension of the allotted changeover time in order for a player to change his shoes and/or socks. The player should not be allowed to leave the court in this instance. The player is limited to one change per match when extra time is granted unless the provisions for "equipment out of adjustment" take precedent. In that case, the Chair Umpire has the authority to decide each request on its own merit.

### **Contact Lens**

**Case:** During a match, a player requests permission to leave the court in order to put in a contact lens.

**Decision:** The request to leave the court is denied. Contact lenses shall not be considered as equipment out of adjustment unless the player is wearing them at the time of the incident.

**Note** - Every attempt should be made to assist the player so that he may put the contact lenses in during the changeover.

### **Time: Refusal to Play**

**Case:** After several close calls that go against him, a player comes to his chair on the changeover and says, "I'm not playing until the Line Umpire Crew is changed". After the Chair Umpire calls "Time", the player says, "I told you I'm not playing until the Line Umpires are changed". What should the Chair Umpire do?

**Decision:** The Chair Umpire should order the player to play and after 25 seconds use the Point Penalty Schedule.

### **Re-Gripping Racquet**

**Case:** During a change of ends, while a player is re-taping the grip of his racquet, the Chair Umpire calls time. The player walks out to the baseline still taping the grip. At the end of the 90 seconds, the player has failed to commence his serve and is still working on the grip.

**Decision:** The Chair Umpire issues a Time Violation. The racquet is not equipment out of adjustment and therefore the player must serve within the allotted time. (Rules of Tennis, "Rule 29".) Similarly,

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*adjusting the position of the strings or fixing string savers is not an excuse for delaying play.*

### **Replacing Shoes**

**Case:** *During a match, a player requests permission to leave the court area to retrieve another pair of tennis shoes. He states that he is slipping and wants to get a pair of shoes with a different sole from his locker.*

**Decision:** *The request is denied. However, the Chair Umpire should use all possible means to have the shoes retrieved and brought to the court. This is not considered "Equipment Out of Adjustment". The shoes could have been brought to the court with the player and changed on-court; however, once he has the shoes, reasonable time is allowed for the change.*

### **Shoe Breaks**

**Case:** *A player breaks his shoe and he needs to change, but his second pair is in the locker room.*

**Decision:** *The Chair Umpire should stop play and allow the player to get shoes.*

### **No Play After 90 Seconds**

**Case:** *A player is not ready to play after the ninety (90) second changeover (no injury involved).*

**Decision:** *A Time Violation is announced. "Let's Play" is normally added. The same applies if a player is not ready to play after the 120-second set break.*

## **P. Toilet/Change of Attire Break**

- 1) A player may be permitted to leave the court for a toilet or change of attire break. A player is entitled to one (1) toilet or change of attire break during a best of three set match and two (2) toilet or change of attire breaks during a best of five set match. For best of five set matches one toilet break may be taken during the first three sets. The second break may only be taken after the end of the third set. Toilet or change of attire breaks may only be taken on a set break and can be used for no other purpose. The toilet break is limited to a maximum of three (3) minutes from the time the player enters the toilet.

A change of attire break combined with a toilet break is limited to a maximum of five (5) minutes from the time the player enters the off court changing area/toilet.

A change of attire break is limited to a maximum of five (5) minutes from the time the player enters the off court changing area/toilet.

Players will only be allowed to leave the court on a set break to change wet shorts/underwear. Shirts, socks, and shoes should be changed on court.

Players exceeding the allowed time will be penalized by back-to-back Time Violations.

- a) For doubles, each team is entitled to a total of one (1) toilet or change of attire break in all matches. If partners leave the court together, it counts as the team's authorized break.
- 2) Any time a player leaves the court for a toilet break or a change of attire break, it is considered the authorized break regardless of whether or not the opponent has left the court.

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- 3) Any toilet break taken after the warm-up has started is considered the authorized break. Additional breaks will be authorized, but will be penalized with the back-to-back Time Violations if the player is not ready within the allowed time.
- 4) The Chair Umpire has the authority to decide each request for change of attire break on its own merit when provisions of "equipment out of adjustment" take precedent.

### **Toilet Visit**

**Case:** *In a best of three (3) set match, a player has used his one toilet visit. The player informs the Chair Umpire that at the next changeover he would like to take another toilet visit prior to his serving.*

**Decision:** *The Chair Umpire may allow a player to leave the court but must inform the player that any delay beyond the 90 seconds will be penalized with the back-to-back Time Violations.*

### **Toilet Visit: When Does Play Resume?**

**Case:** *After play has been paused for an authorized toilet visit, when does the "clock" start to resume play?*

**Decision:** *When the player returns to the court and has had the opportunity to retrieve his racquet, then the Chair Umpire should announce "Time". This announcement shall signal the players to resume the match.*

## **Q. Medical**

### **1) Medical Condition**

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist during the warm-up or the match.

#### **a) Treatable Medical Conditions**

- i) **Acute medical condition:** the sudden development of a medical illness or musculoskeletal injury during the warm-up or the match that requires immediate medical attention.
- ii) **Non-acute medical condition:** a medical illness or musculoskeletal injury that develops or is aggravated during the warm-up or the match and requires medical attention at the changeover or set break.

#### **b) Non-Treatable Medical Conditions**

- i) Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
- ii) Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- iii) General player fatigue.
- iv) Any medical condition requiring injections or intravenous infusions, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered. For the avoidance of any doubt, the use of supplemental oxygen is not permitted at any time.

### **2) Medical Evaluation**

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist to evaluate him during the next change over or set

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break. Only in the case that a player develops an acute medical condition that necessitates an immediate stop in play may the player request through the Chair Umpire for the Physiotherapist to evaluate him immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Physiotherapist, such evaluation may be performed in conjunction with the tournament Doctor, and may be performed off-court. \*

If the Physiotherapist determines that the player has a non-treatable medical condition, then the player will be advised that no medical treatment will be allowed.

\* It is recognized that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the tournament Doctor in all decisions regarding diagnosis and treatment.

### 3) Medical Time-Out

A medical time-out is allowed by the Supervisor or Chair Umpire when the Physiotherapist has evaluated the player and has determined that additional time for medical treatment is required. The medical time-out takes place during a change over or set break, unless the Physiotherapist determines that the player has developed an acute medical condition that requires immediate medical treatment.

The medical time-out begins when the Physiotherapist is ready to start treatment. At the discretion of the Physiotherapist, treatment during a medical time-out may take place off-court, and may proceed in conjunction with the tournament Doctor.

The medical time-out is limited to three (3) minutes of treatment. However, at professional events with prize money of \$50,000/€43,000 or less, the Supervisor may extend the time allowed for treatment if necessary.

A player is allowed one (1) medical time-out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

A total of two (2) consecutive medical time-outs may be allowed by the Supervisor or Chair Umpire for the special circumstance in which the Physiotherapist determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist will perform a medical evaluation for the two or more treatable medical conditions during a single evaluation, and may then determine that two consecutive medical time-outs are required.

### 4) Muscle Cramping

A player may receive treatment for muscle cramping only during the time allotted for changeovers and/or set breaks. Players may not receive a medical time-out for muscle cramping. In cases where there is doubt about whether the player suffers from an acute medical condition, non-acute medical condition inclusive of muscle cramping, or non-treatable medical condition, the decision of the Physiotherapist, in conjunction with the tournament Doctor, if appropriate, is final. There

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may be a total of two (2) full change of ends treatments for muscle cramping in a match, not necessarily consecutive.

**Note:** A player who has stopped play by claiming an acute medical condition, but is determined by the Physiotherapist and/or tournament Doctor to have muscle cramping, shall be instructed by the Chair Umpire to resume play immediately.

If the player cannot continue playing due to severe muscle cramping, as determined by the Physiotherapist and/or tournament Doctor, he may forfeit the point(s)/game(s) needed to get to a change of end or set-break in order to receive treatment.

If it is determined by the Chair Umpire or Supervisor that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

### 5) Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist and/or tournament Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a medical time-out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

### 6) Penalty

After completion of a medical time-out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this medical rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

### 7) Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist should be called to the court for evaluation and treatment. The Physiotherapist, in conjunction with the tournament Doctor if appropriate, will evaluate the source of the bleeding, and will request a medical time-out for treatment if necessary.

If requested by the Physiotherapist and/or tournament Doctor, the Supervisor or Chair Umpire may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

### 8) Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist should determine if the player has a treatable medical condition, and if so, whether the medical condition is acute or non-acute.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.



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### 9) Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist, the Chair Umpire shall immediately call for the Physiotherapist and tournament Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete at a professional level, or poses a significant health risk to players, officials or Tournament staff, the Physiotherapist and/or tournament Doctor should inform the Supervisor and recommend that the player is ruled unable to compete in the match to be played, or retired from the match in progress. Additionally, if the Supervisor, in consultation with the tournament Doctor, Physiotherapist, or a representative of the ATP Medical Advisory Board, determines that a player's participation in a tournament match may put the player at risk due to a life threatening or otherwise serious medical problem, the Supervisor has the authority to rule a player ineligible to compete.

The Supervisor shall use great discretion before taking this action and should base the decision on the best interests of professional tennis, as well as taking all medical advice and any other information into consideration.

When the Supervisor has ruled a player ineligible to play due to circumstances involving a life threatening or otherwise serious medical condition, the player may return to play and be deemed eligible upon receipt by ATP of a written statement from the player's personal physician concluding that the player's medical condition is sufficient to play in competition, and the Supervisor, following consultation with the tournament Doctor and/or a representative of ATP Medical Advisory Board (who may require that the player undergo additional testing and obtain a written statement clearing player to return to competition from a specialist physician), indicates that the player is eligible to play.

For retirements or withdrawals that are not deemed to be life threatening or otherwise serious medical condition, the player may subsequently compete in another event at the same tournament if the tournament Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play or no longer poses a significant health risk to players, officials or Tournament Staff, whether the same day or on a later day.

### R. Medical Cases

#### ***Delayed Medical Time-Out***

***Case:*** A player has an accidental injury and asks to have a medical time-out during the next changeover. What procedure should be used for timing the treatment if the Physiotherapist arrives?

***A.*** 30 seconds into the changeover?

***B.*** After 60 seconds has elapsed on the changeover?

***Decision A:*** The Physiotherapist has 3 1/2 minutes [but, as a minimum, he has three (3) minutes to treat after completing his diagnosis] to treat the player before the Chair Umpire announces "Time". The player then has 30 seconds to play, subject to the Point Penalty Schedule.

***Decision B:*** The Chair Umpire stops the clock at 60 seconds and stops play until the Physiotherapist is ready to treat the player. The

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*three-minute medical time-out begins, and after the Chair Umpire announces "Time", the player has 30 seconds to play or be subject to the Point Penalty Schedule.*

### **Equipment Out of Adjustment (Knee Brace)**

*Case: During play, a player's knee brace becomes out of adjustment. The player requests time to repair his knee brace.*

*Decision: The player is allowed reasonable time to repair his knee brace without penalty. Any medical apparatus worn by a player shall be considered as equipment in regards to "Equipment Out of Adjustment".*

### **Exceeding 90 Seconds: Code Violation**

*Case: If a player is receiving treatment by the Physiotherapist on a 90-second change-over, and the treatment goes over the allowed 90 seconds, what happens?*

*Decision: When the Chair Umpire says "Time", the player must put the ball in play within 30 seconds. Any delay after that will result in a Code Violation.*

### **Medical Time-Out and Re-Warm-Up**

*Case: If eight (8) minutes elapse before the Physiotherapist arrives and treatment begins two (2) minutes later (the medical time-out begins) and is completed after another three (3) minutes, is a re-warm-up authorized?*

*Decision: No, a re-warm-up is not authorized.*

### **Medical Time-Out Request Honored?**

*Case: A player asks for the Physiotherapist. After examination, it is determined by the Physiotherapist that the player is suffering from general fatigue that may not be improved by on-court medical treatment. What course of action should the Chair Umpire take?*

*Decision: The Chair Umpire announces, "Let's Play", after the Physiotherapist completes his diagnosis. Delays will be penalized in accordance with the Point Penalty Schedule. The Chair Umpire has the option to issue a Code Violation for Unsportsmanlike Conduct in unusual cases.*

### **Medical Time-Out Starts When?**

*Case A: When does a medical time-out begin?*

*Decision A: Medical time-out begins when the Physiotherapist arrives and is ready and able to treat the player. Thus, the Physiotherapist has completed his examination/diagnosis and the medical time-out starts when the Physiotherapist begins treating the player.*

*Case B: A player asks to see the Physiotherapist during the middle of a game although the Chair Umpire observed no accidental injury. What should the umpire do?*

*Decision B: First, tell the player that you will call the Physiotherapist and he can see him at the changeover. If the player insists that he cannot continue, then stop play and call the Physiotherapist. The Physiotherapist will make the decision, upon examining the player, whether a medical time-out is needed.*

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### **Only 90 Seconds to Re-Tape**

**Case:** A player turns his ankle, which is taped by the Physiotherapist, and then on the next changeover wants the ankle re-taped.

**Decision:** The Chair Umpire may authorize the re-taping which must be completed within the 90-second changeover or the Point Penalty Schedule applies.

### **Penalties After Medical Time-Out**

**Case:** When is the player penalized for going over three minutes on a medical time-out?

**Decision:** After the Chair Umpire says "Time"; the player must put the ball in play within 30 seconds. Any delay after that will result in a Code Violation. The player is allowed the time necessary to put on shoes, socks, ankle supports, etc.

**Case:** A player receives treatment on a changeover or receives a Medical Time-Out. The player is then slow to resume play after "Time" has been called. What is the appropriate penalty?

**Decision:** The appropriate Delay of Game Penalty (Warning, Point, Game).

**Case:** After receiving treatment for cramping on the changeover, a player plays one or more points and then is slow to resume play. If the player goes over the allowed time, what penalty does the player receive?

**Decision:** The appropriate Time Violation (Warning, Point/Fault).

### **Re-Injury**

**Case:** A player injures his ankle and is granted a three (3) minute medical time-out by the Physiotherapist. Five (5) games later, the player asks for another medical time-out claiming that he has re-injured the same ankle.

**Decision:** The Chair Umpire shall call for the Physiotherapist who shall determine upon examination whether or not a three (3) minute medical time-out is authorized.

### **Resuming Play After a Medical Time-Out**

**Case A:** After an injury and a four-minute suspension (by the Chair Umpire) for the arrival of the Physiotherapist, the Physiotherapist arrives and completes the treatment in one and 1/2 minutes. When does play resume?

**Decision A:** Immediately.

**Case B:** After a player becomes injured, the Physiotherapist treats the player in two (2) minutes. When should play resume?

**Decision B:** Immediately when the player and Physiotherapist are satisfied with the treatment administered, but the treatment is not to exceed three (3) minutes.

### **Tape Is Not "Equipment Adjustment"**

**Case:** During play, a player requests play to be suspended in order for him to adjust the tape on his ankle.

**Decision:** Play must continue. Taping is not considered as "Equipment Out of Adjustment".

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**Note:** *The Physiotherapist may be called to make adjustments during the 90-second changeover; however, any delays shall be penalized in accordance with the Point Penalty Schedule. If the player makes the adjustment without the help of the Physiotherapist and violates the continuous play rule, then the player shall be penalized in accordance with the penalties set forth under "Unreasonable Delay", i.e., Time Violation.*

### **Treatment for Fatigue**

**Case:** *May a Physiotherapist put his hands on a player suffering from what appears to be fatigue?*

**Decision:** *Yes. The Physiotherapist then makes the decision regarding a medical time-out.*

### **Treatment: Within 90 Seconds**

**Case:** *After an even game, a player asks to see the Physiotherapist on the next changeover. The next game ends and 90 seconds elapse without the Physiotherapist arriving on-court. The player asks that the changeover time be extended so that he may receive treatment. His rationale is that the Physiotherapist's arrival to the court is not the player's fault.*

**Decision:** *The Chair Umpire suspends play until the Physiotherapist examines the player and determines whether a medical Time-out is needed.*

### **When to Take a Medical Time-Out?**

**Case:** *What happens if a player is injured during a match and decides not to take his injury time-out right away? (Before the end of the next change-over)*

**Decision:** *A player may call for the Physiotherapist at any time. The Physiotherapist shall determine whether the medical time-out is to be authorized.*

### **Chair Umpire Orders Medical Time-Out**

**Case:** *A player has an accidental ankle injury and the Chair Umpire believes that continued play will result in non-professional play. May the Chair Umpire stop play (and call for the Physiotherapist)?*

**Decision:** *Yes.*

### **Singles Retirement: Still in Doubles?**

**Case:** *A player retires from his singles match because of illness or medical reason. May he compete in the doubles competition?*

**Decision:** *If upon examination by the tournament Doctor after the retirement and again before the player's scheduled doubles match, it is determined that the player's condition has "improved" to the extent that he can compete at a professional level, then the player may continue in the doubles competition. If the player's condition has not improved then he must not be allowed to compete in the doubles.*

## S. Miscellaneous Officiating Cases and Decisions

### **Broken String: First Service Fault**

**Case:** *On a first service fault, the receiver breaks a string.*

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**Decision:** *In Singles matches If the receiver changes his racquet, then a first serve will be awarded to the server. If the receiver elects not to change racquets, then the server must play a second serve.*

*In Doubles matches if the receiver changed the racquet with his partner the Chair Umpire should award a second serve unless in his opinion the replacement time was such that the server was delayed in his delivery of a serve.*

**Broken String: First Service Let**

**Case:** *The receiver breaks a string on a first service let.*

**Decision:** *The receiver must change racquets. A player is allowed to finish the point with a broken string but may not start a point with a broken string.*

**Broken String: No Racquets**

**Case:** *The player breaks a string in his last racquet.*

**Decision:** *The player is not allowed to continue with broken strings. The player is subjected to the penalties set forth in the Point Penalty System for Unreasonable Delay.*

**Receiver Not Ready**

**Case:** *The receiver is not ready but looks up as the second serve is hit, reflexes a return and says, "wait."*

**Decision:** *Second serve. The server should observe that the receiver is ready. (If the Chair Umpire believes that gamesmanship is involved on the part of the receivers, then he may issue a code violation for Unsportsmanlike Conduct).*

**Ball Hits Net Post Signage**

**Case:** *The ball, while in play, hits the top of the ATP net signage and goes into the proper court.*

**Decision:** *ATP net signage will be considered permanent fixtures (other than the net, posts, singles sticks, cord or metal cable, strap or band) and will result in the loss of point.*

**Ball hits Overhead Camera Cable**

**Case:** *A player throws up a lob which is over the court and it hits the cable supporting Spider Cam which is positioned diagonally across the court from the service line to baseline. Is the point awarded to the opponent; is the point replayed; or does play continue?*

**Decision:** *The cable is considered a permanent fixture and therefore, it is a loss of point.*

**Invasion: Ball in Play**

**Case:** *A player's dampening device flies out of his racquet and touches the net or goes into his opponent's court.*

**Decision:** *If the ball was still in play, the player loses point. The dampening device shall be considered a part of the racquet.*

**Invasion: No Replay**

**Case:** *After the point has been completed, player discovers opponent's dampening device lying in his court. The player claims a point based on Rules of Tennis, rule "Rule 24").*

**Decision:** *The point stands as played. Since the Chair Umpire did not see the dampening device land in the opponent's court, he may*

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*not rule that an invasion occurred. Invasion occurs only when the ball is in play. Since the Chair Umpire did not know the timing of the incident, he may not assume that an invasion did occur.*

### **Player Hits Net Pipe Support**

*Case: A player touches a "pipe support" with his foot while the ball is in play.*

*Decision: In this case the "pipe support" is to be considered as part of the net; thus if a player touches it while the ball is in play, he loses the point.*

### **Touching Net or Opponent's Court**

*Case: If while the ball is in play a player's foot slides under the net but does not touch the net, should this still be considered a "touch" since the net should have extended fully to the court surface?*

*Decision: No. This cannot be considered a "touch" if the player did not actually touch the net. It is likely, however, that an invasion has occurred from the player's foot touching his opponent's court. If this did occur, then the Chair Umpire shall call an "invasion" and award the point to the player's opponent.*

### **Ball Touches Net Pipe Support**

*Case: The ball falls over the net and hits the "pipe support" used on indoor courts.*

*Decision: In this case, the "pipe support" is to be considered as part of the court; thus when the ball hit the pipe, it would be ruled as a first bounce.*

### **Player Touches Net Outside of Singles Stick**

*Case: A player runs for a drop shot and returns it into the opponent's court and then runs into net between net post and singles stick. What is the ruling?*

*Decision: Play continues. This part of the net is considered a permanent fixture.*

### **Ball Rolls Onto Court**

*Case: After a first service fault, a ball comes into the court from another court.*

*Decision: If the server has started his motion, then a first serve shall be awarded. In other cases, a second serve shall be played unless in the opinion of the Chair Umpire the delay was unusually long and unfairly disrupted the rhythm of the server.*

### **Umpire Unsighted**

*Case: A Line Umpire is unsighted and the Chair Umpire cannot make the decision.*

*Decision: The point is replayed, except in the case where it was discovered after the point had been completed that during a rally a Line Umpire had been unsighted. In that case, the point would stand as played.*

### **Intimidating Line Umpire**

*Case: A serve is hit near the sideline and the receiver, hearing no call, immediately turns around and screams at the Line Umpire. The Line Umpire, who had signaled good, then calls and signals out.*

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**Decision:** *The Chair Umpire rules the serve good based on the Line Umpire's original call. The Supervisor, if called, upholds the Chair Umpire's decision based on an official not changing his call based on a player appeal.*

**Note:** *The Chair Umpire may have to ask for the Line Umpire's original call if he is uncertain or disregard the Line Umpire's call and make the call himself.*

### **Service Order**

**Case:** *In a doubles match, Team A serves out of order. After two points have been played, the Chair Umpire realizes the mistake.*

**Decision:** *The Chair Umpire should correct the mistake immediately.*

### **Receiving Order**

**Case:** *In a doubles match, the players on the team switched their receiving positions during the set. When this is realized, what action should the Chair Umpire take?*

**Decision:** *The original receiving positions of each player on that team must be taken after the completion of the game in progress. If error occurred during a tie break, then the receiving order shall remain as altered until the completion of the tie break game.*

### 7.23 Line Umpire Requirement, Positions and Calls

#### A. Number for Matches

- 1) **Full Complement of Line Umpires.** If a Chair Umpire has a full complement of Line Umpires, then the assignments shall be as follows:
  - a) Base, side, center service and service Line Umpires call all "Outs" and "Faults" for their respective lines.
  - b) Net judge calls all "Nets" and "Throughs" (if designated by the Chair Umpire), measures the net height at the beginning of each set and administers the ball changes. A net device may be authorized for use.
  - c) Base, side and center service Line Umpires call "Foot Faults" on their respective lines.
  - d) Chair umpire calls all "Lets," "Foul Shots," "Foul Strokes," "Hindrances," "Not Ups" and "Touches."
  - e) Line umpires shall not be permitted to call through the net.
- 2) **Less than a Full Complement of Line Umpires.** If less than a full complement of Line Umpires is available, the following should be used (Sufficient Line Umpires must be assigned in the main draw so that the Chair Umpire is not solely responsible for calling any one line.):
  - a) **Seven (7) Line Umpires.** All long lines are called only up to the net. Serves are called from the receiver's end and the center Line Umpire returns to his assigned sideline after the serve is put into play, i.e., there is movement during the point. The assignments for seven (7) Line Umpire crew are as follows:
    - i) Four (4) side Line Umpires, one of who calls the receiver's center service line; after the serve is put into play, this umpire returns to his assigned side line. (The umpire calling the center service line on the receiver's end moves during the point when he returns to his assigned side line after the serve is put into play.). In addition, the side Line Umpire on the receiver's

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end shall alternate calling the center service line of the “deuce” and “advantage” courts, moving between points.

- ii) One Line Umpire calls serves at each end of the court.
  - iii) One Line Umpire calls each base line (2).
  - iv) Chair umpire calls all “Lets,” “Not Ups,” “Foul Shots,” “Touches,” “Hindrances” and “Throughs.”
- b) Six (6) Line Umpires.**
- i) Three (3) umpires cover the long lines; the side service lines are called through the net from the server’s end of court and the center service line is called from the receiver’s end.
    - aa) There is no movement during a point.
  - ii) One Line Umpire calls serves at each end of the court.
  - iii) One Line Umpire calls each base line (2).
  - iv) Chair umpire calls all “Lets,” “Not Ups,” “Foul Shots,” “Touches,” “Hindrances” and “Throughs.”
- c) Five (5) Line Umpires.** The assignments are the same as for the six (6) man crew, except that the center service Line Umpire shall move after the serve to the side line.
- d) Four (4) Line Umpires.** The assignments are the same as for the five (5) man crew, except that the Chair Umpire, depending on personal preference and court surface, selects the lines that he will call.
- e) Less Than Four (4) Line Umpires.** The Chair Umpire shall assign the Line Umpires to the best advantage possible.
- f) Umpiring Without Line Umpires.** If a Chair Umpire is required to umpire a match without any Line Umpires, or without a full complement of Line Umpires, then the Chair Umpire must make the calls for the net and all unattended lines. If the Chair Umpire is unable to give a decision on a call or other questions of fact, then he must order a “Let” to be played.

### **Players Don’t Call Lines**

**Case:** *In ATP Tour or ATP Challenger Tour qualifying events where approval has been granted to use less than five (5) Line Umpires per match; may the Chair Umpire designate certain or all lines for the players to make the calls?*

**Decision:** *No. If a Chair Umpire is required to umpire a match without any Line Umpires or without a full complement of Line Umpires, then the Chair Umpire must make the calls for the net and all unattended lines.*

### **B. Hand Signals of Line Umpires**

The approved hand signals are as follows:

- 1) **“Out” or “Fault.”** The arm should be fully extended sideways at shoulder height, pointing in the direction in which the ball has fallen, palm of the hand facing the Chair Umpire, fingers extended and joined. If the ball falls out of the court to the left or the right, the left or right arm as the case may be is extended after the verbal call of “Out” or “Fault” (as applicable) is made. The hand signal is in addition to and is secondary to the verbal call of “Out” or “Fault”; the hand signal must never be used instead of the verbal call.
- 2) **“Good Ball.”** The hands shall be pointed down with palms down and fingers extended together. There is no verbal call for a good ball. The hand signal is used in silence and only when necessary to verify that a close ball was good.



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- 3) **“Un sighted.”** The hands are placed beneath the eyes facing in the direction of the Chair Umpire but not affecting the vision of the Line Umpire. The hand signal verifies that a Line Umpire is unable to call a ball because of his vision being obscured. There is no verbal call for a Line Umpire being unsighted and the hand signal is used in silence.

### 7.24 Scoring of Match

#### A. Manual

The Chair Umpire shall mark his scorecard in accordance with the following:

- 1) **Pre-Match.** Before the pre-match meeting with the players, ensure the completion of the information requested on the scorecard such as name of tournament, round, players' names, etc.
- 2) **Toss.** After the “toss,” note who won the toss, their election, etc.
- 3) **Warm-Up.** Note the time that the warm-up begins.
- 4) **Time.** Note the time play begins and concludes in each set.
- 5) **Sides For Serve.** Note the initials of each player in the order of their serves and also on the side of the scorecard corresponding to their proper sides of the court.
- 6) **Ball Change.** Mark in advance the game for which a ball change will be made on the left side of the scorecard.
- 7) **Points.** Points should be made by slanted marks in the boxes on the scorecard and/or by the following code:
  - “A” - Ace
  - “D” - Double Fault
  - “C” - Code Violation
  - “T” - Time Violation
  - “.” - First Service Fault (a dot shall be made in the middle of the bottom line of the Server's box).
- 8) **Games.** Games may be marked by either of the following methods:
  - a) **Method A.** The cumulative total of games won by each player is set out in the “Games” column at the end of each game; and
  - b) **Method B.** The cumulative total of games won by the winner of each game only is set out in the “Games” column at the end of each game.

#### B. Handheld Device

Instructions will be provided on-site at ATP Tour tournaments for the operation of the handheld scoring device.

#### C. Point Penalty Card

The Chair Umpire must mark his Point Penalty Card in accordance with the following:

- 1) **Post-Match.** If a Code Violation, Time Violation or Post Match incident occurs, complete the information requested on the Point Penalty Card, such as name of tournament and a summary of the incident.
- 2) **Rules Violation.** The violation should be checked and the Code section noted for each violation.

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- 3) **Statement of Facts.** A contemporaneous statement should be made of all the facts (who, what, when, where and why) of the violation quoting verbatim any statements made that are considered to be obscene or abusive.

### 7.25 Announcing

#### A. Calls of On-Court Officials

The verbal calls of the on-court officials shall be made loudly and clearly in English and any other appropriate language as follows:

- 1) **“Fault.”** If either the first or second service fails.
- 2) **“Out.”** If a return hits the ground, a permanent fixture or another object outside the court.
- 3) **“Net”** If a service hits the top of the net.
- 4) **“Footfault”** If a player violates rule 7 or 8 of the Rules of Tennis.
- 5) **“Let.”** If the Chair Umpire determines that a point should be replayed.
- 6) **“Not Up.”** If a player fails to hit a ball in play on the first bounce.
- 7) **“Foul Shot” or “Touch.”** If a ball is intentionally struck twice, or touched before it comes over the net, or while volleying, the ball hits the court after leaving the racquet before going over the net, or a player touches the net while the ball is in play, or a ball in play touches a player, or anything that he wears or carries falls into the opponent’s court or touches the net.
- 8) **“Hindrance.”** If a player deliberately or involuntarily commits an act which hinders his opponent in making a stroke.
- 9) **“Through.”** If a ball goes through the net.
- 10) **“Wait Please.”** To preclude starting play when a hazard or other circumstance makes it appropriate to delay the beginning of a point. Do not make this call if a player’s arm is in motion to strike the ball (call “Let” immediately after the serve is struck).
- 11) **Overrule.** Make the following announcement:
  - a) **“Correction, the ball was in;”** or
  - b) **“Out” or “Fault.”**

#### B. Code and Time Violations

The following are examples of Code of Conduct announcements to be used:

- 1) Point Penalties assessed for violation of the Code should be announced in accordance with the following examples:
  - “Code Violation, Delay of Game, Warning, Mr.\_\_\_\_(last name).”
  - “Code Violation, Verbal Abuse, Point Penalty, Mr.\_\_\_\_(last name).” “Let’s play” (“Let’s Play” is optional).
  - “Code Violation, Verbal Abuse, Game Penalty, Mr.\_\_\_\_(last name).”If instructed by the Supervisor, the announcement for a default shall be, for example:
  - “Code Violation, Unsportsmanlike Conduct, Default, Mr.\_\_\_\_(last name).”

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- 2) Time Violations resulting from non-compliance with the Unreasonable Delay provisions of the Code shall be announced in accordance with the following examples:
  - “Time Violation, Warning, Mr.\_\_\_\_(last name).” (“Let’s Play” is optional.)
  - Subsequent Delays by the Server:
    - “Time Violation, 2nd Service” (“Let’s Play” is optional.)
  - Subsequent Delays by the Receiver:
    - “Time Violation, Point Penalty, Mr.\_\_\_\_(last name).” (“Let’s Play” is optional.)
- 3) After a point or game penalty, the new score is announced.
- 4) If a Chair Umpire wants the Supervisor to assess an immediate default, he is to announce “Code Violation, Supervisor to the court.”
- 5) A player cannot appeal to the Chair Umpire for the withdrawal of a “Time Violation” or “Code Violation” given to his opponent.
- 6) Code Violations shall be announced in English.

### C. Language - Chair Umpire

Chair umpires should announce matches in the language of the tournament and subsequently in English. Conversations between the Chair Umpire and player may be in any language; however, if the language used is not English, then the Chair Umpire must be prepared to advise the other player of the nature of the discussion.

### D. Medical Time-Out

The following are examples of announcements to be made when there is a medical time-out:

When the Chair Umpire decides to call for the Physiotherapist, the Chair Umpire shall announce:

“The Physiotherapist has been called to the court.”

After a three (3) minute time-out is authorized, the Chair Umpire should make the public announcement of:

“Mr.\_\_\_\_\_ is now receiving a medical time-out.”

The following announcements are to be made privately to the Physiotherapist and both players/teams:

“Two (2) minutes remaining”

“One (1) minute remaining”

“Thirty (30) seconds remaining”

“Treatment complete”

“Time” (public)

Once the “Treatment complete” notice has been given to the Physiotherapist and both players/teams, then if needed, the player should be given the time necessary to put on socks and shoes before “Time” is called.

If there is no play after an additional thirty (30) seconds, the delay is penalized in accordance with the Point Penalty Schedule.

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### E. Player Introductions

The following are examples of announcing statements to be used for player introductions:

- 1) If the introduction of players is to be made from the chair, then during the warm-up, the Chair Umpire says: "This is a \_\_\_round singles/doubles match, best of three (3) tie-break sets. To the right of the chair \_\_\_\_\_(full name) and to the left of the chair \_\_\_\_\_(full name), \_\_\_\_\_(full name) won the toss and elected to \_\_\_\_\_."
- 2) If the introduction of players is made by a tournament announcer, then before each player's first service game the Chair Umpire says: "\_\_\_\_\_(full name) to serve." (optional - "first set").

### F. Score

The following are examples of announcing statements to be used for scoring:

- 1) The Server's score is always called first, except in the Tie-break.
- 2) The score is announced: Fifteen-Love, Love-Fifteen, Thirty-Love, Love-Thirty, Forty-Love, Love-Forty, Fifteen-All, Fifteen-Thirty, Thirty-Fifteen, Fifteen-Forty, Forty-Fifteen, Thirty-All, Thirty-Forty, Forty-Thirty, Deuce (never Forty-All), Advantage \_\_\_\_\_(last name), Game \_\_\_\_\_(last name). For No-Ad scoring, when the score reaches deuce, the chair should announce: "Deuce, Deciding Point, Receiver's Choice."
- 3) The score must be announced loudly and distinctly when a point is finished for the players and the crowd. The Chair Umpire has the option to make the announcement either before or after the applause, whichever guarantees the announcement can be heard by the players. "Timing" for the next point begins when the point ends, not when the announcement is made.
- 4) At the end of a game or set the Chair Umpire, in addition to announcing "Game \_\_\_\_\_(last name)," should announce the score in games in conformity with the following example:
 

"Game Smith, Jones/Smith lead 4 games to 2 (or 4-2)" or Game Smith, 3 games all."

"Game and third set, Smith, 7 games to 5. Jones leads 2 sets to 1."

If there is a scoreboard visible to the spectators, then the set number need not be mentioned. In such case only the score in games should be announced: "Game Smith, first game."
- 5) When a set reaches the Tie-break, the Chair Umpire announces:
 

"Game Smith, 6 games all. Tie-break."
- 6) During the Tie-break, the score is announced by first giving the score and then the name of the player(s) leading, e.g.:
 

"1-0, Jones" or "1-0, Jones/Smith" (Use "Zero" rather than "Love" in the Tie-break.)

"1 All"

"2-1, Smith"

At the conclusion of the Tie-break, the Chair Umpire announces:

"Game and \_\_\_\_\_set, \_\_\_\_\_(last name), 7 games to 6 (or 7-6)."

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- 7) At the conclusion of the match, the Chair Umpire announces the winner in conformity with the following example:

“Game, set and match Smith (optional -3 sets to 2); 3-6, 5-7, 7-5, 6-1, 6-3.”

In each set, call first the number of games won by the winner of the match.

- 8) During the warm-up, the following examples of announcing statements should be used at the appropriate times:

“Three (3) minutes - 3 minutes until warm-up ends.

“Two (2) minutes” - 2 minutes until warm-up ends.

“One (1) minute” - 1 minute until warm-up ends.

“Time” (optional - “prepare to play”)- end of warm-up; direct balls to Server’s end of court.

“\_\_\_\_\_” (full name), (optional - “first set”), to Serve, Play” - immediately prior to Server preparing to serve.



# NEWS RELEASE

7 MARCH 2022

## ATP COMPLETES REVIEW OF ZVEREV ACAPULCO INCIDENT

- *World No.3 receives eight-week suspension and additional fine of US\$25,000, deferred across probation period*

**PONTE VEDRA BEACH, FLORIDA –** The ATP's Senior Vice President of Rules & Competition, Miro Bratoev, has completed his review of Alexander Zverev's conduct in Acapulco, Mexico, where the player was withdrawn from the tournament for Unsportsmanlike Conduct. The review determined that Zverev committed Aggravated Behaviour under the Player Major Offense section of ATP Rules.

As a result, Zverev has been issued an additional fine of US\$25,000 and a suspension for a period of eight weeks from any ATP-sanctioned event. However, the fine and suspension are withheld on the condition that, over a probation period ending 22 February 2023 (one year from the incident), the player does not incur a further Code Violation that results in a fine for:

- Unsportsmanlike Conduct based upon an act, such as disrespectful or aggressive behaviour directed towards an official, opponent, spectator, or other person during or upon conclusion of a match
- Verbal or Physical Abuse of an official, opponent, spectator, or any other person while on-court or on-site

If the conditions are met, the penalties will be formally dismissed following the completion of the probation period. If the conditions are not met, the penalties will be invoked after any appeal process is exhausted.

Zverev already received a total of US\$40,000 in on-site fines for verbal abuse and unsportsmanlike conduct in Acapulco. He also forfeited full prize money of \$31,570 (singles and doubles), as well as all ATP Rankings points from the event.

Per ATP Rules, Player Major Offense determinations are made solely by ATP's Senior Vice President of Rules & Competition, and independently of ATP Management and Board. Zverev has until Friday 11 March to appeal against the outcome of the investigation.

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PREMIER PARTNER





# NEWS RELEASE

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**About The ATP**

As a global governing body of men's professional tennis, the ATP's mission is to serve tennis. We entertain a billion global fans, showcase the world's greatest players at the most prestigious tournaments, and inspire the next generation of fans and players. From the ATP Cup in Australia, to Europe, the Americas and Asia, the stars of the game battle for titles and ATP Rankings points at ATP Masters 1000, 500 and 250 events, and Grand Slams. All roads lead towards the Nitto ATP Finals, the prestigious season finale held in Turin, Italy. Featuring only the world's top 8 qualified singles players and doubles teams, the tournament also sees the official crowning of the year-end ATP World No. 1, the ultimate achievement in tennis. For more information, please visit [www.ATPTour.com](http://www.ATPTour.com).

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# NEWS RELEASE

20 APRIL 2022

## ATP ISSUES CALENDAR FOR SECOND HALF OF 2022 SEASON

We strongly condemn Russia's reprehensible invasion of Ukraine and stand in solidarity with the millions of innocent people affected by the ongoing war.

Our sport is proud to operate on the fundamental principles of merit and fairness, where players compete as individuals to earn their place in tournaments based on the ATP Rankings. We believe that today's unilateral decision by Wimbledon and the LTA to exclude players from Russia and Belarus from this year's British grass-court swing is unfair and has the potential to set a damaging precedent for the game. Discrimination based on nationality also constitutes a violation of our agreement with Wimbledon that states that player entry is based solely on ATP Rankings. Any course of action in response to this decision will now be assessed in consultation with our Board and Member councils.

It is important to stress that players from Russia and Belarus will continue to be allowed to compete at ATP events under a neutral flag, a position that has until now been shared across professional tennis. In parallel, we will continue our joint humanitarian support for Ukraine under [Tennis Plays for Peace](#).

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**About The ATP**

As a global governing body of men's professional tennis, the ATP's mission is to serve tennis. We entertain a billion global fans, showcase the world's greatest players at the most prestigious tournaments, and inspire the next generation of fans and players. From the ATP Cup in Australia, to Europe, the Americas and Asia, the stars of the game battle for titles and ATP Rankings points at ATP Masters 1000, 500 and 250 events, and Grand Slams. All roads lead towards the Nitto ATP Finals, the prestigious season finale held in Turin, Italy. Featuring only the world's top 8 qualified singles players and doubles teams, the tournament also sees the official crowning of the year-end ATP World No. 1, the ultimate achievement in tennis. For more information, please visit [www.ATPTour.com](http://www.ATPTour.com).





# NEWS RELEASE

31 January 2023

## ZVEREV INVESTIGATION COMPLETED

**LONDON – A major independent investigation into Alexander Zverev has found insufficient evidence to substantiate published allegations of abuse. As a result, no disciplinary action will be taken by ATP.**

Commissioned by ATP in October 2021, the investigation looked into allegations of domestic abuse made by Zverev's former girlfriend, Olya Sharypova. While the primary focus of the investigation related to alleged abuses taking place at the ATP Masters 1000 event in Shanghai in 2019, its scope also included purported misconduct in other locations, including Monaco, New York and Geneva, as referenced in public reporting.

The investigation was carried out by The Lake Forest Group (LFG), a third-party investigator, led by founder and chief executive G. Michael Verden and Jennifer Mackovjak. Both Verden and Mackovjak are licensed private investigators with more than 60 years of combined experience in the field, including in professional sports. LFG was directed to conduct the investigation in a fully independent manner, with ATP's outside legal counsel, Smith Hulsey & Busey, serving as an intermediary. ATP assisted with access to information and witnesses as requested.

LFG conducted extensive interviews with both Sharypova and Zverev, and 24 other individuals including family and friends, tennis players, and other parties involved with the ATP Tour. The investigation reviewed submissions by both Sharypova and Zverev, including text messages, audio files, and photos. This included materials voluntarily extracted from Zverev's electronic devices via a third-party forensic expert. LFG also reviewed operational records related to the Shanghai tournament, documents submitted by third-party witnesses, and public records including social media posts and press reports.

Following an exhaustive 15-month process, LFG submitted its full report to ATP. Based on a lack of reliable evidence and eyewitness reports, in addition to conflicting statements by Sharypova, Zverev and other interviewees, the investigation was unable to substantiate the allegations of abuse, or determine that violations of ATP's On-Site Offenses or Player Major Offenses rules took place.

As a result, no disciplinary action against Zverev will be taken by ATP. This determination may however be reevaluated should new evidence come to light, or should any legal proceedings reveal violations of ATP rules. Zverev has consistently denied all allegations and supported ATP's investigation.

**Massimo Calvelli, ATP CEO:** "The seriousness and complexity of these allegations required an extremely thorough investigative process and considerable resources. It also required us to turn to specialist investigators, which was new ground for ATP. We ultimately believe the exhaustive process was necessary to reach an informed judgement. It has also shown the need for us to be more responsive on safeguarding matters. It is the reason we've taken steps in that direction, with a lot of important work still ahead."

In October 2021, ATP commissioned an Independent Safeguarding Report, to ensure all adults and minors involved in men's professional tennis are safe and protected from abuse. A hiring process has recently been completed to appoint a dedicated head of Safeguarding, who will oversee implementation of the report's recommendations.

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# NEWS RELEASE

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## **About The ATP**

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# TENNIS ANTI-CORRUPTION PROGRAM (2024)



Effective 01 January 2024



## A. Introduction

The purpose of the Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies. Any decision related to this Program involving an element of discretion or judgment must always be based on the overall goal of promoting the integrity of tennis.

## B. Definitions

- B.1** “Anti-Doping Rule Violation” refers to a breach of the TADP as defined in Article 2 of the TADP from time to time.
- B.2.** “Agreed Sanction” refers to the sanction(s) agreed by a Covered Person with the ITIA following receipt of a notice by which the ITIA proposes to determine the Covered Person’s guilt and the applicable sanction for one or more Corruption Offenses pursuant to the process set out in Section F.5. and/or the expedited process set out in Section F.7 (“Expedited Agreed Sanction”).
- B.3.** “AHO” refers to an Anti-Corruption Hearing Officer.
- B.4** “ATP” refers to the ATP Tour, Inc.
- B.5** “Business Day” refers to a day when banks are open for business in London, England. In this Program, a period of time expressed as a number of days (whether Business Days or calendar days) refers to days not including the first day.
- B.6.** “CAS” refers to the Court of Arbitration for Sport.
- B.7** “Class B Member of the ITF” refers to a tennis body which holds this category of membership in the ITF in accordance with the ITF constitution.
- B.8.** “Consideration” refers to anything of value except for money.



- B.9.** “Corruption Offense” refers to any violation of any provision of the Program by a Covered Person, including any offense described in Section D, E or F of this Program.
- B.10.** “Covered Person” refers to any Player, Related Person, or Tournament Support Personnel. Covered Person does not include any Sanctioned Event or the Governing Bodies.
- B.11.** “Decision” refers to a written decision of an AHO as described in Section G.4.b.
- B.12.** “Demand” refers to a formal written demand for information issued by the ITIA to any Covered Person.
- B.13.** “Event” refers to those professional tennis matches and other tennis competitions identified in Appendix 1.
- B.14.** “Governing Bodies” refers to the ATP, the ITF, the WTA and the GSB.
- B.15.** “GSB” refers to the Grand Slam Board.
- B.16.** “Hearing” refers to a hearing before an AHO in accordance with Section G of this Program.
- B.17.** “Information in the public domain” refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.
- B.18.** “Inside Information” refers to information about the likely participation or likely performance of a Player in an Event such as information relating to the Player’s health and/or fitness to play, as well as information concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.
- B.19.** “ITF” refers to the International Tennis Federation.
- B.20.** “ITIA” refers to the International Tennis Integrity Agency.
- B.21.** “Major Offense” refers to any Corruption Offense that the ITIA determines by reference to the applicable sanctioning guidelines to be an offense that, based on



the facts underlying the offense, should be subject to a sanction of more than a six month suspension and/or a fine of more than \$10,000.

- B.22.** “National Association” refers to a national tennis association in membership of the ITF in accordance with the ITF constitution.
- B.23.** “Notice of Major Offense” refers to a written communication by the ITIA to a Covered Person pursuant to Section G.1.a. alleging that a Covered Person committed one or more Corruption Offenses that the ITIA has referred to an AHO pursuant to Section F.4.
- B.24.** “Notice of Offense” refers to a written communication by the ITIA to a Covered Person pursuant to Section F.6.a. by which the ITIA provides notice that a Covered Person committed an Offense.
- B.25.** “Offense” refers to any Corruption Offense that the ITIA determines by reference to the applicable sanctioning guidelines to be an offense that, based on the facts underlying the offense, should be subject to a sanction of no more than a six month suspension and/or a fine up to \$10,000.
- B.26.** “Participation” refers to playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event.
- B.27.** “Player” refers to any player who enters or participates in any Event.

A person shall be a Player for the purposes of this Program, and shall remain bound by all provisions of this Program, until the earlier of (i) the date of the Player’s valid retirement in accordance with the requirements of the TADP, or (ii) two years after the last Event in which they enter or participate, unless, at either such time, the Player (a) is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of such period of ineligibility or (b) is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation<sup>1</sup>, in which case the covered period shall instead cease upon the ITIA closing the investigation or the Player or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier.

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<sup>1</sup> By way of example, through having been interviewed.



Where B.27(b) applies, the ITIA shall, where possible, notify the person that they remain a Player by reason of such investigation (save where it is not aware of a law enforcement investigation into the Player or has not been authorized to notify the Player by law enforcement) and shall notify them when they are no longer a Player.

- B.28.** “Program” refers to this Tennis Anti-Corruption Program.
- B.29.** “Provisional Suspension” refers to a period of ineligibility from Participation in Sanctioned Events imposed by the ITIA at any time prior to an AHO’s issuance of a written Decision containing sanctions as described in Section G.4.b.
- B.30.** “Related Person” refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person. A person shall be a Related Person for the purposes of this Program, and shall remain bound by all provisions of this Program, until two years after the last Event at which the Related Person receives accreditation unless the Related Person:
- (i) Notifies the appropriate Governing Body in writing that they are no longer receiving accreditation in which case they will cease to be a Related Person on the date of that notice, save where the Related Person (unless any of (ii), (iii) or (iv) below apply);
  - (ii) Serves in a non-playing capacity on a team at a team Event, in which case the Related Person shall remain bound by all provisions of this Program for one year after the last team Event at which the Related Person served in such capacity (unless a longer period applies under another section of this Section B.30);
  - (iii) Is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of two years or such period of ineligibility (whichever is the later) (unless (iv) applies as at such date); or
  - (iv) Is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation<sup>2</sup>, in which case the covered period shall instead cease upon the ITIA closing the investigation or the Related Person or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier (unless (iii) applies as at such date).

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<sup>2</sup> By way of example, through having been interviewed.



Where B.30(iv) applies, the ITIA shall, where possible, notify the person that they remain a Related Person by reason of such investigation (save where it is not aware of a law enforcement investigation into the Related Person or has not been authorized to notify the Related Person by law enforcement) and shall notify them when they are no longer a Related Person.

- B.31.** “Sanctioned Event” refers to any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by any Governing Body, and/or by any National Association or Class B Member in membership of the ITF.
- B.32.** “SB” refers to the Tennis Integrity Supervisory Board.
- B.33.** “Substantial Assistance” refers to assistance given by a Covered Person to the ITIA that results in the discovery or establishing of a corruption offense by another Covered Person.
- B.34.** “TADP” refers to the Tennis Anti-Doping Programme.
- B.35.** “Tennis Betting” refers to placing a Wager in connection with the outcome or any other aspect of any Event or any other tennis competition. “Tennis Betting” expressly excludes all of the following to the extent that they do not involve a Wager: fantasy sports, prize or prediction competitions, sweepstakes, console, computer, online, social, social media or mobile games or applications.
- B.36.** “Tennis Betting Brand” refers to the name, symbol, logo, design or other mark (i) of a Tennis Betting Operator or a Tennis Betting product or service, or (ii) that, in the ITIA’s discretion, is confusingly similar to the public in comparison to the name, symbol, logo, design or other mark of a Tennis Betting Operator or a Tennis Betting product or service.
- B.37.** “Tennis Betting Operator” refers to any entity that directly offers and/or accepts Tennis Betting, including, without limitation, bookmakers and any person or entity who operates websites, applications, retail, credit, telephone, online and/or mobile Tennis Betting services; casinos operating sports books with Tennis Betting; and lotteries operating sports books with Tennis Betting.





**B.38.** “Tournament Support Personnel” refers to any tournament director, official, owner, operator, employee, agent, contractor (save for in-house tournament broadcast contractors<sup>3</sup> and contractors/staff in food service, cleaning, maintenance and vendor roles and any other role which has a minimal player/official facing or match-related element and is not privy to any non-public player information) or any similarly situated person and ATP, ITF, GSB and WTA staff providing services at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.

A person shall be Tournament Support Personnel for the purposes of this Program, and shall remain bound by all provisions of this Program, until two years after the last Event at which the Tournament Support Personnel provides services or receives accreditation unless the Tournament Support Personnel notifies the appropriate Governing Body in writing that they are no longer providing services or receiving accreditation in which case they will cease to be Tournament Support Personnel on the date of that notice, save where the Tournament Support Personnel(i) is subject to a period of ineligibility under this Program or the TADP, in which case the covered period shall instead cease upon the conclusion of such period of ineligibility; or (ii) is aware that they are the subject of an ITIA investigation and/or a law enforcement investigation<sup>4</sup>, in which case the covered period shall instead cease upon the ITIA closing the investigation or the Tournament Support Personnel or ITIA being informed that the law enforcement investigation has been closed, or ten years, whichever is earlier.

Where B.39(ii) applies, the ITIA shall, where possible, notify the person that they remain a Tournament Support Personnel by reason of such investigation (save where it is not aware of a law enforcement investigation into the Related Person or has not been authorized to notify the Related Person by law enforcement) and shall notify them when they are no longer a Tournament Support Personnel.

**B.39.** “Wager” refers to any arrangement involving a real money stake or financial risk (which includes, without limitation, hard and digital currencies) and/or any other form of financial speculation on the outcome of an unpredictable event.

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<sup>3</sup> This term is intended to cover broadcast personnel who are contracted by the tournament in circumstances where the tournament produces its own broadcast feed and where such personnel solely perform roles which would otherwise have been delivered by an external broadcaster. It does not include contractors/staff who perform support services for the tournament’s broadcast function (e.g. security personnel or drivers, unless they fall within another exception in this Section).

<sup>4</sup> By way of example, through having been interviewed.



**B.40.** “WTA” refers to the WTA Tour, Inc.

## **C. Covered Players, Persons and Events**

- C.1.** All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the ITIA Privacy Policy which can be found at <https://www.itia.tennis/privacy-policy/>. They shall remain bound until such time as they are no longer a Covered Person.
- C.2.** No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.
- C.3.** The ITIA shall be permitted to issue a Notice of Offense, Notice of Major Offense and/or a proposal for an Agreed Sanction (under Section F.5. and/or F.7.) to any individual where they are no longer a Covered Person but were a Covered Person at the time of the events giving rise to the charges within the notice. In those circumstances, the provisions of this Program shall apply to such individual.
- C.4.** It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

## **D. Corruption Offenses and Reporting Obligation**

Commission of any offense set forth in Sections D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.



## D.1. Corruption Offenses.

- D.1.a. No Covered Person shall, directly or indirectly, Wager on the outcome or any other aspect of any Event or any other tennis competition.
- D.1.b. No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting (“Facilitation”).<sup>5</sup>

Actions by Tournament Support Personnel which are taken not in an individual capacity but solely in furtherance of and/or pursuant to a commercial agreement(s) of an Event which is permitted under the relevant Governing Body’s rules are not Facilitation.

- D.1.c. No Covered Person shall, directly or indirectly, offer, provide, seek or obtain accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense, regardless of whether any money, benefit or Consideration is offered or discussed.
- D.1.d. No Covered Person shall, directly or indirectly, contrive the outcome, or any other aspect, of any Event.
- D.1.e. No Covered Person shall, directly or indirectly, facilitate any Player to not use his or her best efforts in any Event.
- D.1.f. No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in

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<sup>5</sup> By way of example, Facilitation includes, but is not limited to: display of live tennis betting odds on a Covered Person’s website or social media; participating in an interview, podcast, writing articles for a publication and / or website in support of Tennis Betting; conducting appearances for, or otherwise participating in any promotion, endorsement and/or commercial advertisement of a Tennis Betting Brand; promoting a Tennis Betting Brand to the general public through posts on a Covered Person’s social media account; and wearing clothing which includes a Tennis Betting Brand.

The Covered Person should seek guidance from the ITIA if they have any uncertainty with respect to violating this Section D.1.b. The onus rests with the Covered Person to ensure (i) the Covered Person’s compliance with Section D.1.b. when engaging in conduct or entering into any agreement and (ii) that the Covered Person monitors the activities of any entity with which the Covered Person has a commercial relationship and is able to terminate the arrangement immediately should any change in such entity’s activities cause the Covered Person to be in violation of this Section D.1.b. (and any successor Section). The ITIA may request the Rules Committee to review any proposed activity and issue a ruling to a Covered Person determining whether or not the proposed activity violates this Section D.1.b. If the Covered Person acts in contravention of the Rules Committee’s ruling, the Covered Person shall have violated this Section D.1.b.



any Event and/or negatively influencing another Player's best efforts in any Event.

- D.1.g.** No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.
- D.1.h.** No Covered Person shall, directly or indirectly, provide any Inside Information (i) in exchange for any money, benefit or Consideration or (ii) when the Covered Person knew or reasonably should have known that the Inside Information might be used for betting purposes, and appears to have been so used, regardless of whether the Covered Person provided it for that purpose or obtained or sought any benefit in return for the Inside Information.
- D.1.i.** No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- D.1.j.** No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.
- D.1.k.** No Covered Person shall, directly or indirectly, offer, pay or accept any money, benefit or Consideration for the provision of a wildcard to an Event.<sup>6</sup>
- D.1.l.** No Covered Person shall make any misrepresentation to seek or obtain on behalf of any person at any Event any registration or accreditation that allows access to areas such person would not otherwise be permitted to access (for example, seeking accreditation for an individual to a "players only" area by falsely certifying that a person is the Covered Person's coach).
- D.1.m.** No Covered Person shall:

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<sup>6</sup> Actions by a Covered Person which are taken not for personal financial gain but solely pursuant to a commercial agreement(s) of an Event which is permitted under the relevant Governing Body's rules are not prohibited under this Section D.1.k.



- D.1.m.i.** purposely delay or manipulate entry of score(s) or scoring data from any Event for any reason; or
- D.1.m.ii.** directly or indirectly, offer, provide, or accept any money, benefit or Consideration for the delay or manipulation of score(s) or scoring data from any Event.
- D.1.n.** No Covered Person shall, directly or indirectly, attempt, agree, or conspire to commit any Corruption Offense.
- D.1.o.** No Covered Person shall, directly or indirectly, solicit, facilitate or incite any other person to commit, attempt, agree or conspire to commit any Corruption Offense.
- D.1.p.** No Covered Person shall, while on site at an Event, make transmissions of or otherwise disseminate the contemporaneous results of any aspect of any Event for the purpose of Tennis Betting without the consent of the relevant Governing Body or Event (“Courtsiding”)
- D.1.q.** No Covered Person, whether personally or via another arrangement or legal entity, may endorse, be employed, sponsored and/or otherwise engaged by a Tennis Betting Operator.
- D.1.r.** No Covered Person shall, in a professional or sport-related capacity, associate with any Related Person who:
  - D.1.r.i.** is serving any period of ineligibility or Provisional Suspension in terms of this Program; or
  - D.1.r.ii** has been convicted or found in a criminal, disciplinary or professional proceedings to have engaged in conduct that would have constituted a Corruption Offense if this Program had been applicable to such person. The disqualifying status of such person will be in force for the longer of two years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or
  - D.1.r.iii** is serving as a front or intermediary for an individual described in Section D.1.r.i. or D.1.r.ii.



To prove a Section D.1.r violation, the ITIA must establish that the Covered Person knew of the Related Person's disqualifying status.

If the Covered Person establishes either:

**D.1.r.iv** that their association with a Related Person described in Section D.1.r.i or D.1.r.ii is not in a professional or sport-related capacity; or

**D.1.r.v.** that such association could not have been reasonably avoided;

that will be a complete defense to the charge that the Covered Person has committed a Section D.1.r violation.

## **D.2. Reporting Obligation.**

### **D.2.a. Players.**

**D.2.a.i.** In the event any Player is approached by any person who requests the Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.

**D.2.a.ii.** In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the ITIA as soon as possible.

**D.2.a.iii.** If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the ITIA as soon as possible.

**D.2.a.iv.** A Player shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.



**D.2.a.v.** A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.

**D.2.b. Related Persons and Tournament Support Personnel.**

**D.2.b.i.** In the event any Related Person or Tournament Support Person is approached by any person who requests the Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.

**D.2.b.ii.** In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the ITIA as soon as possible.

**D.2.b.iii.** A Related Person or Tournament Support Person shall not dissuade or prevent any other Covered Person from complying with any reporting obligation in Section D.2.

**D.2.c.** For the avoidance of doubt, a failure by any Covered Person to comply with (i) the reporting obligations set out in Section D. and/or (ii) the duty to cooperate under Section F.2. shall constitute a Corruption Offense for all purposes of the Program.

## **E. Additional Matters**

**E.1.** Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.



- E.2.** For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
- E.3.** Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.
- E.4.** A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (i) promptly reports such conduct to the ITIA and (ii) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.
- E.5.** Establishment of a Corruption Offense under this Program shall not require (i) proof of any of the purposes described in Section A of this Program (ii) proof of a corrupt motive, gambling or a quid pro quo or (iii) identification of the Event to which a Corruption Offense pertains.

## **F. Investigation and Procedure**

### **F.1. Anti-Corruption Hearing Officer.**

**F.1.a.** The SB shall appoint one or more independent AHOs, who shall be responsible for (i) determining Major Offense matters which are not resolved by way of an Agreed Sanction; (ii) determining appeals on Offense matters; (iii) determining Provisional Suspension appeals and imposing Provisional Suspensions pursuant to Section G.4.a.; and (iv) any other functions as set out in this Program.

**F.1.b.** An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the SB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

### **F.2. Investigations.**

**F.2.a.** The ITIA shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the ITIA, with any Covered Person in furtherance of investigating the possibility of a commission of a





Corruption Offense. Such an investigation shall be focused solely on matters that may evidence or lead to the discovery of evidence of a Corruption Offense, notwithstanding that data and/or other information that may evidence an Anti-Doping Rule Violation by that Covered Person or another Covered Person may be encountered in such investigation.

- F.2.a.i.** The date and time of all interviews shall be determined by the ITIA, giving reasonable allowances for Covered Persons' tournament and travel schedules.
- F.2.a.ii.** The Covered Person shall have the right to have a legal adviser attend the interview(s) with them.
- F.2.a.iii.** The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the ITIA for a minimum of 3 years in a secure place following the conclusion of any investigation or proceedings before an AHO, whichever is later.
- F.2.a.iv.** The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the ITIA.
- F.2.a.v.** Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- F.2.b.** All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if requested. Even in the case where a Covered Person is represented by a legal counsel, the Covered Person is still personally responsible for ensuring that they cooperate fully with the investigation. The Covered Person shall be deemed not to have cooperated if the Covered Person's legal counsel interferes with an ITIA investigation. A Covered Person's failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person in any matter referred to an AHO.
- F.2.c.** When a Covered Person becomes aware that the Covered Person has evidence related to any Corruption Offense, but in any event no later than



when a Covered Person receives an ITIA request for an initial interview or otherwise becomes aware of any ITIA investigation involving any Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.d.(i) or other information related to any Corruption Offense and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.

**F.2.d.** If the ITIA has reasonable grounds to believe that a Covered Person may have committed a Corruption Offense and that access to the following sources is necessary to assist the investigation, the ITIA may make a Demand to any Covered Person to furnish to the ITIA any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers) so that the ITIA may copy and/or download data and/or other information from those devices relating to the alleged Corruption Offense, (ii) access to any social media accounts and data accessed via cloud services by the Covered Person (including provision of user names and passwords), (iii) hard copy or electronic records relating to the alleged Corruption Offense(s) (including, without limitation, itemized telephone billing statements, text of SMS and WhatsApp messages received and sent, banking statements, cryptocurrency wallets, transaction histories for any money transfer service or e-wallet, Internet service records), computers, tablets, hard drives and other electronic information storage devices, and (iv) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense(s). The Covered Person shall furnish such object or information immediately, where practical to do so, or within such other time as may be set by the ITIA. The Covered Person acknowledges and agrees that, considering the large volume of data on some personal devices, the ITIA's examination and extraction of information may take several hours, and that the duration of the extraction process (no matter how long) shall not provide a basis to object to the immediate compliance with a Demand. Any information furnished to the ITIA shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii)



used by the ITIA solely for the purposes of the investigation and prosecution of a Corruption Offense, subject to Section F.2.f.

- F.2.e.** By participating in any Event, or accepting accreditation at any Event, or by completing IPIN registration and/or player agreement forms a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information or delay provision of information requested by the ITIA or the AHO.
- F.2.f** Where a Covered Person provides objects and/or information to the ITIA pursuant to Section F.2.d that may evidence an Anti-Doping Rule Violation by that Covered Person or another Covered Person, the ITIA shall either (i) submit the evidence for review by the TADP Review Board pursuant to TADP Article 7.8.1 to determine whether the Covered Person may have committed one or more Anti-Doping Rule Violations under TADP Article 2, or (ii) make a Demand pursuant to TADP Article 5.7.3.

### **F.3. Provisional Suspension.**

- F.3.a.** The ITIA may at any time impose a Provisional Suspension on a Covered Person, including (i) before a Notice of Major Offense has been issued, (ii) before a Hearing or (iii) at any time after a Hearing but prior to the AHO's issuance of a written Decision.
- F.3.b.** Except as provided in Section G.4.a. and F.3.d. (in which case a Provisional Suspension is mandatory), the ITIA may impose a Provisional Suspension if the ITIA determines that Section F.3.b.i and/or Section F.3.b.ii below apply:

**F.3.b.i.** At least one of the following criteria:

- F.3.b.i.1.** The Covered Person has failed to comply with a Demand; and/or
- F.3.b.i.2.** The Covered Person has delayed or obstructed, without reasonable justification, compliance with a Demand or purported to comply with a Demand through the provision of any object or information that has been tampered with, damaged, disabled or otherwise altered from its original state; and/or



**F.3.b.i.3.** The Covered Person has engaged in Courtsiding (as defined in Section D.1.p.) and in the absence of a Provisional Suspension, the integrity of tennis would be undermined and the harm resulting from the absence of a Provisional Suspension outweighs the hardship of the Provisional Suspension on the Covered Person; and/or

**F.3.b.i.4.** There is a likelihood that the Covered Person has committed a Major Offense and in the absence of a Provisional Suspension, the integrity of tennis would be undermined and the harm resulting from the absence of a Provisional Suspension outweighs the hardship of the Provisional Suspension on the Covered Person.

**F.3.b.ii.** At least one of the criteria from F.3.b.ii.1 to F.3.b.ii.3., in combination with F.3.b.ii.4:

**F.3.b.ii.1.** A Covered Person is currently charged with a criminal offense; and/or

**F.3.b.ii.2.** A Covered Person is the subject of criminal proceedings; and/or

**F.3.b.ii.3.** A Covered Person is subject to any criminal order or sentence; and

**F.3.b.ii.4.** Such charge, proceedings, order or sentence relates to conduct by the Covered Person that would amount to a Major Offense.

Evidence is only required of the criminal charge, proceedings, order or sentence, as applicable, to impose the Provisional Suspension.

**F.3.c.** The ITIA shall promptly notify the Covered Person that the Provisional Suspension has been imposed. The ITIA's notice of the Provisional Suspension to the Covered Person shall include the information upon which the ITIA relied in deciding to impose the Provisional Suspension.



Two or more Covered Persons may be Provisionally Suspended in the same notice when any of the factors listed in Section G.1.c.i-iii applies. The Covered Person may appeal the Provisional Suspension by sending a written notice of appeal to the ITIA within ten Business Days of notification. The Covered Person's written notice of appeal shall include the information upon which the Covered Person's appeal is based. The ITIA shall allow additional time for the Covered Person to send the notice of appeal if the Covered Person requests additional time prior to the expiry of the existing deadline for sending the notice. The ITIA will refer the Covered Person's appeal to an AHO. Within five Business Days after receipt of the Covered Person's notice of appeal of a Provisional Suspension, the ITIA may provide a written reply to the Covered Person's notice of appeal. The AHO will determine the appeal as expeditiously as possible, and, ordinarily, based on written submissions only. Where there are a number of Covered Persons who appeal Provisional Suspensions imposed by the same notice or which are based on related conduct the AHO may consider the appeals together and in such cases the AHO shall issue a single decision regarding the appeals unless the AHO determines that separate decisions would be more appropriate under the circumstances.

**F.3.d.** The provisions of Section H regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a Provisional Suspension. The Provisional Suspension shall take effect from the date on which the ITIA imposes the Provisional Suspension and shall remain in place in accordance with Section F.3.e.

**F.3.e.** A Provisional Suspension shall remain in force unless or until:

**F.3.e.i.** on appeal by the Covered Person, an AHO overturns a Provisional Suspension imposed by the ITIA;

**F.3.e.ii.** an AHO issues a Decision including the sanction (if any) in the Covered Person's case pursuant to Section G.4;

**F.3.e.iii.** the ITIA determines that the Covered Person will not be charged with a Corruption Offense(s);



**F.3.e.iv.** the ITIA determines that a Covered Person who was provisionally suspended under Section F.3.b.i.1 (failure to comply with a Demand) subsequently complied with the Demand; or

**F.3.e.v.** an AHO determines on application by the Covered Person that either of the following apply;

**F.3.e.v.1** In respect of a Provisional Suspension imposed pursuant to Section F.3.b.i, 90 calendar days have passed since the latter of the imposition of a Provisional Suspension by the ITIA or the dismissal of an appeal against the imposition of a Provisional Suspension and as at the date of the application, none of the criteria in Section F.3.b apply; or

**F.3.e.v.2** In respect of a Provisional Suspension imposed pursuant to Section F.3.b.ii, none of the criteria in Section F.3.b.ii apply as at the date of the application nor do any of the criteria in Section F.3.b.i.

In the event of an application by the Covered Person pursuant to Section F.3.e.v.1 or F.3.e.v.2, the ITIA is entitled to make submissions within five Business Days of notification of the application or such longer time period as the AHO may permit.

If an appeal against a Provisional Suspension is upheld, the ITIA cannot later impose a Provisional Suspension against the Covered Person on the same grounds unless it satisfies an AHO that there is new, relevant evidence. Where an AHO is satisfied, the ITIA may impose the Provisional Suspension in accordance with Section F.3.b and the Covered Person may appeal in accordance with Section F.3.c.

**F.3.f.** In the event that a Provisional Suspension is imposed against a Player under this Section F.3. whilst the Player is participating in an Event, that Player will be entitled to retain any ranking points and prize money that the Player has earned from participating in the Event in advance of the Provisional Suspension being imposed subject to Section H.1.f.

**F.3.g.** The ITIA will publicly report the imposition of a Provisional Suspension after the latter of the expiry of the appeal period or the decision of an AHO



to dismiss an appeal, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential, except in cases:

- F.3.g.i** involving a Covered Person who is under the age of eighteen; or
- F.3.g.ii** where there is a significant threat to the life and/or safety of the Covered Person or any member of their family; or
- F.3.g.iii** involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance where the ITIA (or an AHO in the case of an appeal) has determined that publication would undermine any case(s) or investigation(s) related to the information.<sup>7</sup>

#### **F.4. Referral to the AHO.**

If the ITIA concludes after an investigation that there exists a realistic prospect of the ITIA proving that a Corruption Offense has been committed, the ITIA shall, except when it elects to proceed pursuant to Section F.5. or F.6., refer the matter to an AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

#### **F.5. Agreed Sanction.**

At the conclusion of an investigation, if the ITIA concludes that there exists a realistic prospect of the ITIA proving that a Corruption Offense has been committed, the ITIA may send a proposal for Agreed Sanction to a Covered Person setting out:

- F.5.i.** the Corruption Offense(s) alleged to have been committed, including the Section(s) of this Program alleged to have been infringed;
- F.5.ii.** the facts upon which such allegations are based;
- F.5.iii.** the potential sanctions prescribed under this Program for such Corruption Offenses;

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<sup>7</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



**F.5.iv.** the ITIA's proposed sanction(s); and

**F.5.v.** a warning that acceptance of the proposed Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction.

If the Covered Person accepts the proposed Agreed Sanction within ten Business Days of the receipt of the proposal for the Agreed Sanction, then the proposed sanction(s) becomes a final, non-reviewable, non-appealable and enforceable Agreed Sanction, except where pursuant to Section H.6 the sanction is reduced if the Covered Person has provided Substantial Assistance to the ITIA. Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance<sup>8</sup> as described in Section H.6. and, as determined at the discretion of an AHO, publication would undermine any case(s) or investigation(s) related to the purported Substantial Assistance information, the ITIA will publicly report any Agreed Sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

If the Covered Person does not accept the proposed Agreed Sanction within ten Business Days of the date of receipt of the proposal, then the ITIA shall refer the matter to an AHO in accordance with Section F.4 and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

If the Covered Person is under the age of eighteen, the proposal for Agreed Sanction must be delivered to the Covered Person and a parent of the Covered Person, or a legal guardian(s) or other representative(s) authorized to act on behalf of the Covered Person.

Notwithstanding the final and binding nature of an Agreed Sanction, the Covered Person may, at any time after an Agreed Sanction has become final and binding, make an application pursuant to Section H.6 of this Program.

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<sup>8</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.





## F.6. Offenses.

**F.6.a.** At the conclusion of an investigation, if the ITIA determines that the preponderance of the evidence demonstrates that a Covered Person has committed an Offense that, by reference to the applicable sanctioning guidelines, should be subject to no more than a six month suspension and/or a fine up to \$10,000 the ITIA may send a Notice of Offense to a Covered Person setting out:

**F.6.a.i.** the Corruption Offense that has been determined to have been committed, including the Section of this Program determined to have been infringed;

**F.6.a.ii.** the facts upon which such allegations are based;

**F.6.a.iii.** the potential sanctions prescribed under this Program for such Corruption Offense;

**F.6.a.iv.** the sanction, as determined by the ITIA, which shall be no less than an unpublished warning and shall not exceed a six month suspension and/or a fine up to \$10,000;

**F.6.a.v.** a warning that failure to appeal the Notice of Offense within ten days (or such other time specified by the ITIA in the Notice of Offense) constitutes acceptance of the sanction and waives (i) any right to any hearing before an AHO, (ii) any right to appeal in accordance with Section I of this Program, and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the sanction; and

**F.6.a.vi.** a warning that (i) the Covered Person shall solely be responsible for payment of any legal fees or costs the Covered Person incurs in connection with any appeal and (ii) appealing the Notice of Offense may result in an AHO's imposing a sanction greater than the sanction specified in the Notice of Offense.

**F.6.b.** Within ten Business Days of the date of receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense), the Covered Person may appeal the Notice of Offense by providing written notice to the ITIA that the Covered Person:



- F.6.b.i.** admits the Offense but seeks to mitigate the sanction; or
- F.6.b.ii.** disputes the Offense and the sanction.
- F.6.c.** Unless the ITIA provides the Covered Person a proposal for Agreed Sanction pursuant to Section F.5., the ITIA shall refer any appeal of any Notice of Offense to an AHO for final determination.
- F.6.d.** If the Covered Person admits the Offense but seeks to mitigate the sanction under F.6.b.i., the AHO shall determine the sanction without a hearing based on the written submissions of the Covered Person and the ITIA.
- F.6.e.** If the Covered Person disputes the Offense and the sanction under F.6.b.ii., the matter shall proceed to a final hearing before the AHO, which shall be conducted in accordance with the procedures described in G.2. and G.3. of the Program. If the AHO determines that a Corruption Offense has been committed, the AHO shall issue a sanction in accordance with Section H.
- F.6.f.** The AHO's ruling on the Covered Person's appeal of the Notice of Offense pursuant to F.6.b. shall be a final determination of the matter, and the Covered Person shall not be permitted to file any claim, further appeal or seek any other relief from CAS or any other court or tribunal regarding the AHO's ruling.
- F.6.g.** If the Covered Person does not appeal the Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense), then the sanction becomes a final, non-reviewable, non-appealable and enforceable sanction. Except in cases (i) involving a Covered Person who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family, (iii) involving a Covered Person who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance<sup>9</sup> as described in Section H.6. where an AHO has determined that publication

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<sup>9</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



would undermine any case(s) or investigations(s) related to the information or (iv) involving a Covered Person whose sanction determined by the ITIA is a warning without any suspension or fine, the ITIA will publicly report any sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

**F.6.h.** Any suspension resulting from the Offense procedure described in Section F.6. shall commence (i) on the day after the expiration of the time specified in Section F.6.b. within which the Covered Person may appeal the Notice of Offense or (ii) in the case of an appeal, on the day after the AHO issues a final ruling pursuant to Section F.6.e.

## **F.7. Expedited Agreed Sanction**

Notwithstanding the standard Agreed Sanction procedure set out in Section F.5. above, if the ITIA receives credible information from law enforcement (for example, phone records or evidence of money transfers) linking a Covered Person to criminal activity that constitutes one or more Corruption Offenses, the ITIA may send a proposal for an Expedited Agreed Sanction to the Covered Person setting out:

- F.7.i.** a summary of the Corruption Offense(s) alleged to have been committed, including the Section(s) of this Program alleged to have been infringed;
- F.7.ii.** the facts upon which such allegations are based, including the information provided by law enforcement linking the Covered Person to the criminal activity;
- F.7.iii.** the potential sanctions prescribed under this Program for such Corruption Offenses;
- F.7.iv.** the Expedited Agreed Sanction of up to three years and \$15,000; and
- F.7.v.** a warning that acceptance of the proposed Expedited Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction.



If the Covered Person accepts the proposed Expedited Agreed Sanction within ten Business Days of the receipt of the proposal, then the proposed sanction(s) becomes a final, non-reviewable, non-appealable and enforceable Agreed Sanction, except pursuant to Section H.6 the sanction is reduced if the Covered Person has provided Substantial Assistance to the ITIA. Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance<sup>10</sup> as described in Section H.6. and, as determined at the discretion of an AHO, publication would undermine any case(s) or investigation(s) related to the purported Substantial Assistance information, the ITIA will publicly report any Agreed Sanction in full, subject to any necessary redaction of information that the ITIA considers to be sensitive or confidential.

If the Covered Person does not accept the proposed Expedited Agreed Sanction within ten Business Days of the date of receipt of the proposal, then the ITIA may take any action authorized by Section F or G of this Program.

If the Covered Person is under the age of eighteen, the proposal for Expedited Agreed Sanction must be delivered to the Covered Person and a parent of the Covered Person, or a legal guardian(s) or other representative(s) authorized to act on behalf of the Covered Person.

Notwithstanding the final and binding nature of an Agreed Sanction, the Covered Person may, at any time after an Agreed Sanction has become final and binding, make an application pursuant to Section H.6. of this Program.

## **F.8. Contact Requirements.**

Each Covered Person shall be determined to be immediately contactable at their current (i) postal address, (ii) personal mobile telephone or (iii) personal email address. A Notice or communication sent to any postal address, email address or mobile telephone number provided by the Covered Person to a Governing Body or directly to the ITIA shall be deemed to have been sent to the Covered Person's current address or mobile telephone number. In each case it is the responsibility of the Covered Person to ensure that the relevant Governing Body has been

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<sup>10</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



provided with the necessary up to date contact details. Any Notice or other communication delivered hereunder to a Covered Person shall be deemed to have been received by the Covered Person (i) in the case of a postal address, on the date of delivery to such address in the confirmation of delivery provided by the relevant courier service company or (ii) in the case of a personal mobile telephone or personal email address, at the time the relevant communication was sent.

## **G. Due Process**

### **G.1. Commencement of Proceedings.**

**G.1.a.** When the ITIA refers a matter to the AHO pursuant to Section F.4., the ITIA shall send a Notice of Major Offense to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:

**G.1.a.i.** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;

**G.1.a.ii.** the facts upon which such allegations are based; the potential sanctions prescribed under this Program for such Corruption Offense(s); and

**G.1.a.iii.** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.

**G.1.b.** The Notice of Major Offense shall also specify that, if the Covered Person wishes to dispute the ITIA allegations, the Covered Person must submit a written request to the AHO for a Hearing so that it is received as soon as possible, but in any event within ten Business Days of the date of the receipt of the Notice of Major Offense.

**G.1.c.** Two or more Covered Persons may be charged in the same Notice of Major Offense and the case shall proceed on a consolidated basis when any of the following applies:

**G.1.c.i.** each Covered Person is charged with accountability for each Corruption Offense charged;



**G.1.c.ii.** each Covered Person is charged with conspiracy and some of the Covered Persons are also charged with one or more Corruption Offenses alleged to have been committed in furtherance of the conspiracy; or

**G.1.c.iii.** even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice of Major Offense alleged that the Corruption Offenses which were charged were part of a common scheme or plan.

Consolidated proceedings may be severed by the AHO for the fair and efficient management of the proceedings upon the request of a Covered Person.

**G.1.d.** A Covered Person shall direct any response to a Notice of Major Offense to the AHO with a copy to the ITIA and may respond in one of the following ways:

**G.1.d.i.** to admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the ITIA on the recommended sanction.

**G.1.d.ii.** to deny the Corruption Offense and to have the AHO determine at a Hearing conducted in accordance with Section G.2. (i) whether any Corruption Offense has been committed and (ii) any applicable sanctions.

**G.1.d.iii.** to admit that he or she has committed the Corruption Offense(s) specified in the Notice of Major Offense, but to dispute and/or seek to mitigate the sanctions specified in the Notice of Major Offense. Either a request for a hearing or a written submission solely on the issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice of Major Offense. If a hearing is requested, it shall be conducted in accordance with Section G.2. If no hearing is requested, the AHO shall promptly issue a Decision confirming the commission of the Corruption



Offense(s) specified in the Notice of Major Offense and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the ITIA.

**G.1.e.** If the Covered Person fails to file a written request for a Hearing by the deadline set out in Section G.1.b., he or she shall be deemed:

**G.1.e.i.** to have waived his or her entitlement to a Hearing;

**G.1.e.ii.** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice of Major Offense;

**G.1.e.iii.** to have acceded to the potential sanctions specified in the Notice of Major Offense; and

**G.1.e.iv.** the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice of Major Offense and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the ITIA on the recommended sanction).

**G.1.f.** If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the SB appoint a substitute or successor AHO for such matter in accordance with Section F.1.

**G.1.g.** In the event a Covered Person requests a Hearing under Section G.1.d.ii or G.1.d.iii, thereafter, but no more than fifteen Business Days after the date of the Notice or request for a Hearing is received, the AHO shall convene a meeting or telephone conference with the ITIA and/or its legal representatives (if any), the Covered Person to whom the Notice of Major Offense was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting or telephone conference the AHO shall:



- G.1.g.i.** determine the date(s) (no sooner than twenty Business Days after the meeting or telephone conference, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice of Major Offense is sent, and ordinarily within ninety calendar days of the date that the Covered Person requests a Hearing.
  
- G.1.g.ii.** establish dates reasonably in advance of the date of the Hearing at which:
  - G.1.g.ii.1.** the ITIA and the Covered Person shall produce (i) any relevant documents or other materials upon which they intend to rely at the Hearing and (ii) any relevant documents or other materials requested by the other party where it is appropriate to do so;
  
  - G.1.g.ii.2.** the ITIA and the Covered Person shall exchange any sworn witness statements, together with copies of any exhibits that they intend to rely on at the Hearing;
  
  - G.1.g.ii.3.** the ITIA shall submit a written brief with argument on all issues to be raised at the Hearing;
  
  - G.1.g.ii.4.** the Covered Person shall submit an answering brief, addressing the arguments of the ITIA and setting out argument on the issues that the Covered Person wishes to raise at the Hearing; and
  
  - G.1.g.ii.5.** the ITIA may submit a reply brief, responding to the answer brief of the Covered Person.
  
- G.1.h.** If the ITIA and/or the Covered Person wish to rely upon the testimony of any individual at the Hearing they must (i) serve a sworn witness statement for that individual in accordance with the date agreed at Section G.1.g.ii.2. above in which the testimony is set out in full and (ii) ensure that the relevant individual makes themselves available to participate in the Hearing so that they may be cross-examined on their written evidence.





- G.1.i.** The ITIA and/or Covered Person may rely on any and all information and evidence gathered at any time prior to the filing of their written brief. After filing their written brief, additional information or evidence may only be relied on with the permission of the AHO, who, if permission is granted, shall ensure that the other party has a suitable opportunity to respond. The ITIA may at any time in the proceedings apply to the AHO for permission to amend the charges with which the Covered Person has been charged.
- G.1.j.** An AHO may at any time, on an application by a party for the fair and efficient management of the proceedings, order consolidation or separate proceedings under the Program if the AHO is satisfied that it is appropriate and in the interests of the fair and efficient management of proceedings to do so.

## **G.2. Conduct of Hearings.**

- G.2.a.** Hearings shall be conducted on a confidential basis and may be convened entirely by video-link if the AHO and all parties agree. Where the Hearing is to be held in person, ordinarily the Hearing shall take place in the hearing room of the ITIA in London, England, or, if the parties agree, the Hearing may alternatively be held in Florida, USA, or another location agreed by the parties in addition to the AHO. Where the Hearing is held in person, each party shall bear their own travel and accommodation costs.
- G.2.b.** The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- G.2.c.** The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence, challenge the evidence of the other party through cross-examination, address the AHO



and present his, her or its case. The written witness evidence submitted, including that of a Covered Person, shall stand as the evidence of that witness without the need for direct examination at the Hearing.

- G.2.d.** The ITIA shall make arrangements to have the Hearing recorded or transcribed at the ITIA expense. If requested by the Covered Person, the ITIA shall also arrange for an interpreter to attend the Hearing, at the ITIA's expense.
- G.2.e.** Witness testimony presented in person or by audio or video conference is acceptable.
- G.2.f.** The SB members, members of the ITIA Rules Committee (or their nominee(s)) and any employees of the ITIA who are not witnesses shall be permitted to attend all hearings, in person or by audio or video conference.

### **G.3. Burdens and Standards of Proof.**

- G.3.a.** The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- G.3.b.** Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- G.3.c.** If a Covered Person appeals a Provisional Suspension, the AHO shall not overturn the Provisional Suspension unless the AHO determines that the Provisional Suspension is not supported by substantial evidence. Substantial evidence is more than a mere scintilla and means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Circumstantial evidence is sufficient, and direct evidence is not required. The AHO's determination of whether the Provisional Suspension is supported by substantial evidence shall be limited to (i) information considered by the ITIA in imposing the Provisional Suspension, (ii) information included with the Covered Person's written notice of appeal and (iii) information included with any ITIA reply to the



Covered Person's written notice of appeal of a Provisional Suspension. An AHO's decision regarding a Covered Person's appeal of a Provisional Suspension shall have no preclusive effect in any subsequent proceedings by the ITIA involving the Covered Person.

**G.3.d.** The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

#### **G.4. Decisions.**

**G.4.a.** Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make. In the event that the Covered Person is found liable of one or more of the charges against them and sanction is not determined at the same time as the decision on liability, the AHO, either of the AHO's own volition or on an application by the ITIA, must impose a Provisional Suspension pending the final decision on sanction.

**G.4.b.** The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 15 Business Days after the Hearing. The AHO shall issue a single Decision for all Corruption Offenses in a Notice, even if two or more Covered Persons are charged in the same Notice, unless the AHO determined prior to the Hearing that the proceedings should be severed for fair and efficient management. Such Decision will be sent to the parties and shall set out and explain:

**G.4.b.i.** the AHO's findings as to what Corruption Offenses, if any, have been committed;

**G.4.b.ii.** the sanctions applicable, if any, as a result of such findings;

**G.4.b.iii.** that any fine must be paid in full prior to applying for reinstatement;



**G.4.b.iv.** for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and

**G.4.b.v.** the rights of appeal applicable pursuant to Section I of this Program.

**G.4.c.** The ITIA shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the ITIA. Each party shall bear its own costs, legal, expert and otherwise.

**G.4.d.** Subject only to the rights of appeal under Section I. of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

**G.4.e.** If the AHO determines that a Corruption Offense has been committed, the ITIA will publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential, except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided Substantial Assistance or is providing information intended to amount to Substantial Assistance<sup>11</sup> where an AHO has determined that publication would undermine any case(s) or investigation(s) related to the information.

## H. Sanctions

**H.1.** Except as provided in Sections F.5., F.6. and F.7., the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

**H.1.a.** With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c., and (iii) with respect to any violation

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<sup>11</sup> For the avoidance of doubt, this applies for the period during which the information intended to amount to Substantial Assistance is being provided and/or investigated and shall cease if, at the conclusion of that process, the information does not amount to Substantial Assistance. At such time the exception shall no longer apply and the ITIA shall proceed to publish.



of Section D.1., clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

- H.1.b.** With respect to any Related Person or Tournament Support Person, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (c)-(p), Section D.2 and Section F., ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.
- H.1.c.** A Covered Person who has been declared ineligible from Participation in a Sanctioned Event shall be permitted to receive accreditation or otherwise access a Sanctioned Event if invited to do so by any Governing Body for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.
- H.1.d.** No Player who has been declared ineligible shall, during the period of ineligibility, be credited with any ranking points for any competition played during the period of ineligibility.
- H.1.e.** A period of ineligibility under Section H.1.a. or b. shall be tolled during any period for which (i) a Covered Person is suspended by a Governing Body for violating a code (other than this Program) that regulates the conduct of the Covered Person, or (ii) a Player seeks or has obtained approval of a protected ranking or a special ranking for any reason, including due to injury. For the avoidance of doubt, a period of ineligibility under Section H.1.a. or b. shall be held in abeyance during a TADP period of ineligibility.
- H.1.f.** Where a Player is found to have corrupted an Event, they shall forfeit any medals and titles obtained in that Event.
- H.2.** The ITIA may report information regarding an investigation to the SB and the Governing Bodies at any time.
- H.3.** The ITIA may report Corruption Offenses that also violate laws and regulations to the competent administrative, professional or judicial authorities.



- H.4.** If any Covered Person commits a Corruption Offense under this Program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.
- H.5.** If a Covered Person violates the prohibition against Participation during the period of any sanction under this Program any results they obtain during such Participation will be disqualified, with all resulting consequences including forfeiture of any medals, titles, ranking points and prize money, and a new period of ineligibility equal in length to the original period of ineligibility will be added to the end of the original period of ineligibility.

The new period of ineligibility may be adjusted based on the Covered Person's degree of fault in breaching their suspension and other circumstances of the case (and so may include a reprimand and no period of ineligibility). The determination of whether a Covered Person has violated the prohibition against Participation, and whether the new period of ineligibility should be adjusted, will be made by the AHO or the ITIA, whichever body imposed the initial period of ineligibility. A decision pursuant to this Section H.5 by an AHO may be appealed pursuant to Section I.1. A decision pursuant to this Section H.5 by the ITIA may be appealed by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

A Covered Person who violates the prohibition against Participation during a Provisional Suspension under this Program will receive no credit for any period of Provisional Suspension served and any results they obtain during such participation will be disqualified, with all resulting consequences, including forfeiture of any medals, titles, ranking points and prize money. The determination of whether a Covered Person has violated the prohibition against Participation during a Provisional Suspension will be made by the AHO or the ITIA, whichever body imposed the Provisional Suspension. A decision pursuant to this Section H.5 by an AHO may be appealed pursuant to Section I.1. A decision pursuant to this Section H.5 by the ITIA may be appealed within ten Business Days by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

- H.6.** Substantial Assistance. At any time other than during the pendency of an appeal of a Decision, the AHO may reduce any sanction if the Covered Person has provided Substantial Assistance to the ITIA. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the ITIA to make submissions regarding the application. Where a Covered Person commits a Corruption Offense in order to provide Substantial Assistance, the commission of the Corruption Offense shall invalidate



the Substantial Assistance application and the ITIA will, notwithstanding any prior contrary order of an AHO, publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential and the exceptions set forth in Section G.4.e. Further, such Corruption Offense may be the subject of a separate prosecution by the ITIA. The AHO has complete discretion in consideration of an application for reduction of a sanction under this provision. Where the sanction in a particular case is imposed by the ITIA rather than an AHO, the ITIA shall fulfil the role of the AHO as set out in this Section H.6. Save in relation to Agreed Sanctions which incorporate a reduction for Substantial Assistance, a decision pursuant to this Section H.6 by the ITIA may be appealed within ten Business Days by the Covered Person to an AHO who shall consider the appeal on a de novo basis.

## I. Appeals

- I.1. The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b; (ii) a determination that the AHO lacks jurisdiction to rule on an alleged Major Offense or its sanctions; or (iii) a decision by an AHO pursuant to Section H.5 to extend the period of ineligibility from Participation previously imposed in a Decision issued pursuant to Section G.4. The foregoing is an exhaustive list. A Covered Person may not appeal any other matter to the CAS, including without limitation a decision regarding a Provisional Suspension or a decision (or a part thereof) regarding Substantial Assistance. For the avoidance of doubt, appeals against more than one of the elements of a Decision set out in Section G.4.b must be made to the CAS together. Where separate decisions are rendered by an AHO for one or more elements of a Decision set out in Section G.4.b, the time to appeal shall commence running on the date of receipt by the appealing party of the last such decision. The appeal shall be conducted in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings.
- I.2. Any decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
- I.3. In any CAS appeal, the proper parties are (i) the Covered Person and (ii) the ITIA. Neither the AHO, SB, the employees, agents and attorneys of the ITIA, the Tennis Integrity Unit, the PTIOs, the Governing Bodies nor their employees shall be named as parties.



- I.4. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the decision by the appealing party.
- I.5. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.
- I.6. A Covered Person's failure to notify the ITIA of an appeal of a Notice of Offense within ten Business Days of the date of the Covered Person's receipt of the Notice of Offense (or such other time specified by the ITIA in the Notice of Offense) constitutes acceptance of the sanction and waives (i) any right to any hearing before an AHO, (ii) any right to appeal in accordance with Section I of this Program, and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the sanction.
- I.7. Acceptance of an Agreed Sanction waives (i) any right to any Hearing before an AHO in accordance with Section G of this Program, (ii) any right to appeal in accordance with Section I of this Program and (iii) any right to file any claim or seek any relief from CAS or any other court or tribunal regarding the Agreed Sanction, which is final, non-reviewable, non-appealable and enforceable upon a Covered Person's acceptance of an Agreed Sanction.

## **J. Conditions of Reinstatement**

- J.1. If a Covered Person intends to return to participation following a period of ineligibility, they shall complete ITIA-approved education within the final 25% of their period of ineligibility. Once a Covered Person has completed the aforementioned education and their period of ineligibility or suspension has expired and they have paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.
- J.2. All fines and/or prize money forfeitures imposed on Covered Persons hereunder must be paid within thirty calendar days following the letter of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the Covered Person shall be ineligible for participation in any Sanctioned Event until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and/or the ITIA shall have the discretion to establish an instalment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend





beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

## **K. General**

- K.1.** Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.
- K.2.** This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.
- K.3.** In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.
- K.4.** Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
- K.5.** This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
- K.6.** Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person, save that the applicable sanctioning guidelines shall be those in force at the time of the sanctioning exercise.
- K.7.** Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.



## Appendix 1

Grand Slam Tournaments (Excluding the Junior Competition)

Nitto ATP Finals

Next Gen ATP Finals

ATP Masters 1000

ATP 500

ATP 250

ATP Challenger Tour

WTA Finals

WTA 1000

WTA 500

WTA 250

WTA 125

ITF World Tennis Tour Tournaments (Excluding Junior Tournaments)

Davis Cup

Billie Jean King Cup

Hopman Cup

ATP Cup

Laver Cup

United Cup

Olympic Tennis Event

Paralympics Tennis Event

ITF Wheelchair Tennis Events

Any addition of a professional tennis match or other tennis competition to this Appendix 1 must be agreed by the ITIA.



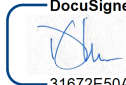
Nebraska Racing & Gaming Commission  
3401 Village Drive, Suite #100  
Lincoln, NE 68516

Date: January 10, 2023

RE: Sportsbook Catalog Request- DP World Tour

I, Robin Miller, General Manager of WarHorse Casino Lincoln, hereby request approval to allow wagering for the DP World Tour League as described in the attached documents.

Sincerely,

DocuSigned by:  
  
31672E50A045419...

Robin Miller  
General Manager  
WarHorse Gaming  
[Rmiller@Warhorsegaming.com](mailto:Rmiller@Warhorsegaming.com)


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For Nebraska Racing and Gaming Commission Use Only

APPROVAL  
DP WORLD TOUR  
JANUARY 2024

I, Casey Ricketts, Director, Nebraska Racing and Gaming Commission, do hereby approve wagering on the DP World Tour as described in the attached documents.

Dated: 01/18/2024 | 3:25 PM EST

DocuSigned by:  
  
F8BBE22D6B5C412...

Casey Ricketts  
Director, Nebraska Racing and Gaming  
Commission

# NEBRASKA RACING AND GAMING COMMISSION



## NEW LEAGUE, WAGER TYPE OR SPORTING EVENT SPORTS APPROVAL REQUEST FORM

### PURSUANT TO NEBRASKA ADMINISTRATIVE TITLE 296 RULE 13.003.04

Licensee Name: WarHorse Gaming LLC
Licensee Representative Name: Chayse Hallowell/Jason Johnston
Type of Request: New League
Example: (New League) (New Event) (New Wager Type – specify for which league(s)/event(s))
Title of new league, new event, and/or new wager type: DP World Tour

**Requests must be submitted in writing on this form ONLY at least ten (10) business days in advance of the requested new event or wagering type will begin, to: Tom Sage, Executive Director Nebraska Racing and Gaming Commission at [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)**

- Requestor must state whether the new event category or wager type is a variation of an authorized event category or wager type, a composite of authorized event category or wager type, or any other event category or wager type compatible with the public interest and is suitable for use.  
The DP World tour is a variation of an authorized event; The PGA/LPGA and Korn Ferry Tour is authorized in Nebraska. The primary mission of The DP World Tour is promoting, managing and administering professional golf tournaments.
- Requestor must provide a complete and detailed description of the new event category or wager type for which approval is sought, including but not limited to: the current wagering rules, the manner in which wagers would be placed, payout information, source of the information used to determine the outcome of the sports wager, and any restrictive features of the wager.  
The DP World Tour is the leading men's professional golf tour in Europe. The first season was 1972. All wager types would mirror other already approved golf leagues.
- Requestor must provide a full description of any technology which would be utilized to offer the new event category or wager type.  
Kambi technology will be used to offer sports betting on the DP World Tour. It will be offered on kiosks and OTC.

- Requestor must provide information or documentation which demonstrates that the granting of the request for approval would be consistent with the public policy of the state.

This offering would be consistent with the rules and regulations issued by the NRGC as well as the Nebraska Gaming Act.

- Requestor must provide evidence of the independent integrity monitoring of the new sporting event or the integrity policy of the Sports Governing Body or equivalent.

The DP World Tour has an extensive integrity policy.

[https://www.europeantour.com/api/images/image/upload/PROD/qxld7jpxvr7wk00y95v8.pdf?\\_ga=2.223284891.1024628576.1665412411-1576022541.1659969651](https://www.europeantour.com/api/images/image/upload/PROD/qxld7jpxvr7wk00y95v8.pdf?_ga=2.223284891.1024628576.1665412411-1576022541.1659969651)

- Requestor must provide contact information for the Sports Governing Body or equivalent.

Tel: +44 (0)1344 840400

Fax: +44 (0)1344 840500

Email: [website.feedback@europeantourgroup.com](mailto:website.feedback@europeantourgroup.com)

- Requestor must provide any other pertinent information or material requested by the Commission in order to make a determination, which must be provided at the expense of the requesting operator.

WarHorse Gaming, LLC will provide any documentation or information requested by the NRGC at our own expense.

- Requestor must provide an explanation that addresses the method by which wagers will be posted, limited, and the date and time that acceptance of wagers will cease.

All events are created centrally on the Kambi platform by the Logistics team, and the responsibility for publishing these events in line with the local regulation is the responsibility of the Operational Regulatory Compliance (ORIC) team.

- Requestor must provide a description of the policies and procedures regarding the league, the event, or the wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

DP World Tour terms and conditions can be found in the following link.

<https://www.europeantour.com/dpworld-tour/news/articles/detail/competition-terms-conditions/>

Integrity policy can be found in the next following link:

<https://www.europeantour.com/dpworld-tour/news/articles/detail/the-european-tour-integrity-programme/>

- Requestor must provide a listing of any known scandals, match fixing or point shaving investigations, criminal investigations, or other incidents that could possibly compromise the integrity of any players, teams, leagues, tournaments, or exhibitions.  
See attachments for scandals.
- Requestor must provide a description of the policies and procedures regarding the league, event, or wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.  
Duplicate question - See two questions above.

- Requestor must provide other such information or documentation which demonstrates that:
  - The event can be effectively supervised by a sport governing body or other oversight body.
  - There are integrity safeguards in place.
  - The outcome can be documented and can be verified.
  - The outcome is not affected by any wager placed.
  - The event is conducted in conformity with all applicable laws and rules, and;
  - Wagering on the event and acceptance of the wager type are consistent with the public policy of this state.

The DP World Tour is the leading men's professional golf tour in Europe. They are committed to ensure all laws and rules are upheld to keep the integrity of the league safe. Their mission statement can be found at the following link:

<https://www.europeantour.com/dpworld-tour/news/articles/detail/modern-slavery-statement-2022/>

- Requestor must list in what other jurisdiction(s) are the league(s), event(s), wager(s) approved. League is offered in surrounding state such as Iowa, Colorado, Arizona, Nevada, etc.
- Requestor must list any jurisdictions where approval has been requested but not granted.  
WarHorse is not aware of any jurisdiction where an application has been denied.

**If existing Nebraska Racing and Gaming Commission (NRGC) Rules and Regulations do not adequately address contingencies of the league, event, or wager type, the licensee may be required to submit proposed amended Rules and Regulations for review and approval.**

**At its sole discretion, NRGC may require an appropriate test or experimental period and subject any technology that would be used to offer an event category or wager type to such testing, investigation, and approval.**

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Abu Dhabi Championship’ taking place at Yas Links, Abu Dhabi, UAE, from 7<sup>th</sup> to 10<sup>th</sup> November 2024 (inclusive) .

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event



organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.

15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.

27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Betfred British Masters’ taking place at The Belfry, Sutton Coldfield, England, from 29<sup>th</sup> August to 1<sup>st</sup> September 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event

- organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
  16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
  23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.



27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
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37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

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“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘BMW PGA Championship’ taking place at Wentworth Club, Virginia Water, Surrey, England from 19<sup>th</sup> to 22<sup>nd</sup> September 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
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3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
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15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
  16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
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25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.

27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

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Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

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31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
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34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.



# PGA European Tour 2024 Ground Regulations

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All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Danish Golf Championship’ taking place at Lübker Golf Resort, Aarhus, Denmark, from 22<sup>nd</sup> to 25<sup>th</sup> August 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event

organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.

15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.

27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘DP World Tour Championship’ taking place at Jumeirah Golf Estates, Earth Course, Dubai, UAE, from 14<sup>th</sup> to 17<sup>th</sup> November 2024 (inclusive) .

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event



- organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
  16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
  23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.

27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.

30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.

31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.

32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.

33. No pets or animals, except for guide dogs, may be brought into the Venue.

34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# 2024 - Ticket Terms and Conditions

These Conditions govern all Tickets and admission to the Venue for the Event.

All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 1 of these Conditions below.

If a Ticket is printed, these Conditions shall appear in an abbreviated form on each such Ticket. In the case of any ambiguity or conflict between these Conditions and the abbreviated form printed on a Ticket, these Conditions shall prevail.

## Definitions and Interpretation

1. In these Conditions, except where the context otherwise requires, the following terms shall have the following meanings:

**“Ambush Marketing”** means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by PGA European Tour which: (a) associates the person with the Event; or (b) exploits the publicity or goodwill of the Event; or (c) has the effect (in the reasonable opinion of PGA European Tour) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

**“Authorised Agents”** means the official corporate hospitality agents and official travel agents appointed by or on behalf of PGA European Tour and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

**“Authorised Person/s”** means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and the Venue and their respective staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event promoter.

**“Commercial Partner”** means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the Event from time to time;

**“Conditions”** means these terms and conditions and the Ground Regulations which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of PGA European Tour from time to time;

**“Event”** means the PGA European Tour Tournament as per description on the ticket(s) purchased.

**“Force Majeure”** means any cause beyond PGA European Tour’s reasonable control including, without limitation, act of God, war, insurrection, riot, civil disturbance, act of terrorism or threat of the same, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, acts or regulations of national or local governments.

**“Ground Regulations”** means the security protocols and other conditions of admission to the Venue published by PGA European Tour and available at <https://www.europeantour.com/european-tour/news/articles/detail/ground-regulations/> as the same may be amended, supplemented or replaced from time to time by PGA European Tour.

**“Guest”** means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of PGA European Tour.

**“Official Ticketing Agents”** means any official ticket agent(s) appointed by or on behalf of PGA European Tour (a list of whom is available on the Tour Website) together with the box office at the Venue (if any).

**“Original Sale Price”** means the specified price of each Ticket plus any delivery or administration fee (or part thereof).

**“Pandemic Event”** means the COVID-19 pandemic or any other epidemic, pandemic, endemic or widespread global or regional illness from time to time (including any events arising out of and/or attributable to such diseases, by way of example, but without limitation, quarantines).

**“person”** shall include natural and juristic persons.

**“PGA European Tour”** means PGA European Tour, a company limited by guarantee (registered in England & Wales under company number 1867610) whose registered office is at Wentworth Drive, Virginia Water, Surrey GU25 4LX, United Kingdom.

**“Photo ID”** means either an original passport, an original photocard driving licence, HM Armed Services identity card or other national identity card.

**“Prohibited Item”** means any of the items listed as such in the Ground Regulations and those items specified in paragraph 40 of these Conditions.

**“Spectator Code of Conduct”** means such code of conduct as may be published and amended from time to time on the Tour Website.

**“Ticket”** means a ticket (whether physical or digital (i.e. e-ticket)) giving right of entry to the Event and the Venue in accordance with the details indicated thereon.

"**Ticket Holder**" means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred.

"**Ticket Purchaser**" means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from any Official Ticketing Agent and/or from any Authorised Agent.

"**Tour Website**" means [www.europeantour.com](http://www.europeantour.com).

"**Venue**" means the entire premises where the Event is being held and to which a Ticket is required to gain access including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

## General

2. The Conditions incorporate the Ground Regulations. By purchasing a Ticket, you agree to comply with the Ground Regulations. If you fail to comply with the Ground Regulations, you may be refused entry to or ejected from the Venue. In the event of any ambiguity between any term(s) of these Conditions and any term(s) of the Ground Regulations, the terms of these conditions will prevail.
3. All Tickets are issued by PGA European Tour, the promoter of the Event, subject to these Conditions. All Tickets are and shall remain the property of PGA European Tour at all times.
4. By their purchase, possession, use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have fully and irrevocably accepted and agreed to be bound by and comply with these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
5. The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter the Venue if they do not understand and agree to these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, possessing the Ticket, presenting the Ticket to any Authorised Person outside the Venue, presenting the Ticket for entry to the Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
6. In allowing the Ticket Holder entry to the Venue, PGA European Tour relies on the Ticket Holder's acceptance of and agreement to these Conditions.

### *\*Purchase of Tickets \**

7. Tickets must only be purchased from or obtained directly through PGA European Tour, an Authorised Agent or an Official Ticketing Agent. Tickets purchased from or obtained through persons other than PGA European Tour, an Authorised Agent or an Official Ticketing Agent (or otherwise in accordance with these Conditions) shall be void or voidable and may be

- seized and/or cancelled without any liability for refund or compensation. PGA European Tour assumes no responsibility for Tickets that have been acquired through the secondary market or unauthorised platforms.
8. Ticket Purchasers must be a minimum of 18 years of age. Any person wishing to attend the Event who is under 18 years old must have their own Ticket. Persons wishing to attend the Event who are younger than 16 years old must be accompanied at all times by a Ticket Holder who is at least 18 years of age and who will be responsible for compliance with these Conditions by the younger spectator. For safety and security reasons, a maximum of 3 (three) children per adult are permitted in the Venue.
  9. Tickets are sold subject to availability. PGA European Tour reserves the right (in its absolute discretion) to limit the number of Tickets purchased or Ticket categories available for purchase by any single person or withdraw from sale, refuse to sell or cancel orders for Tickets from any person where Tickets are paid for with the same credit or debit card or applied for under the same shipping and/or email delivery address or in circumstances where it believes a person intends to offer a Ticket for resale.
  10. Ticket prices shall be set by PGA European Tour or by an Official Ticket Agent. All prices are in local currency and are inclusive of any applicable taxes but may be exclusive of booking or handling fees and collection or secure delivery fees.
  11. PGA European Tour may set special Ticket prices, including Tickets for concessions (i.e. children under a certain age and/or persons over a certain age (as at the time of the Event)), and/or family or package tickets. Ticket Holders taking advantage of such special Ticket prices may be required, upon request by any Authorised Person, to provide proof of his or her age with appropriate Photo ID. Failure to produce proof of age may result in the Ticket Holder being refused entry, being asked to leave the Venue or being asked to pay the full adult price of a Ticket.
  - 12. A payment card used to purchase Tickets must be registered in the name of and at address of the Ticket Purchaser. PGA European Tour and Official Ticket Agents reserve the absolute right to refuse or cancel any orders for Tickets which fail to comply with this paragraph.**
  13. The Ticket Purchaser assumes financial responsibility for all transactions made under his/her name and/or account. Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Ticket Purchaser.
  14. Tickets sales are final. No changes, cancellations or exchanges of any Ticket will be permitted, except as specifically set out in these Conditions or as authorised and facilitated by PGA European Tour or an Official Ticket Agent from time to time.
  15. Once the Ticket purchasing process has been completed, the Tickets have been allocated and payment in full for such Tickets has been confirmed, the Ticket Purchaser will be provided with a confirmation of the sale of Tickets and a booking reference number.

### **Delivery of Tickets**

16. Tickets will be delivered as “e-tickets” to the email address provided by the Ticket Purchaser or delivered as “digital tickets” for being downloaded on a mobile device. Tickets will not be delivered to any other address or email address.



17. The Ticket Purchaser is responsible for accurately providing the address or email address to which the Tickets are to be delivered. Neither PGA European Tour nor any Official Ticketing Agent shall be responsible or liable for non-delivery as a consequence of any error made by the Ticket Purchaser in this regard.
18. If the Ticket Purchaser wishes to make any changes to the shipping address after receiving his/her booking confirmation, then he/she must do so in sufficient time before the scheduled date of delivery.
19. The Ticket Purchaser will receive an order confirmation email and a separate e-Ticket email. Electronic/digital Tickets have a secure bar code which is scanned at the Venue entry point prior to entry into the Event. Such Tickets are subject to the same conditions as any other form of ticket and must not be reproduced or otherwise copied.
20. Upon delivery, the Ticket Purchaser shall assume sole responsibility for the safeguarding of those Tickets. If delivery cannot be accepted for any reason (e.g. addressee unknown), the Ticket Purchaser must inform PGA European Tour that the Tickets were not received and PGA European Tour may allow Tickets to be collected from a specified location.
21. PGA European Tour reserves the right not to replace, issue a duplicate of or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete.
22. If Tickets have not been received 2 days before the commencement of the Event, it is the sole responsibility of the Ticket Purchaser to contact the relevant customer service centre or the website of the Official Ticketing Agency from whom the Tickets were purchased.

#### **Ticket Use and Prohibition on Transfer**

23. Tickets may be issued in the form of RFID device and, in such circumstances, those RFID devices may require activation in advance so as to permit access

to the Venue. Failure to activate an RFID device in advance may result in the refusal of entry.

24. Save as set out in these Conditions, Tickets are strictly non-transferable. It is a fundamental condition of these Conditions that Tickets must not be: (a) offered publicly (including on any website) for sale; or (b) offered, transferred or used in the course of business, in relation to any promotional purpose, as a lot in an auction or for other fundraising purposes, as a prize in any competition, contest or sweepstake or bundled with any other goods or services (including as part of any hospitality or travel package) or otherwise for commercial gain, in each case without the prior written authorisation of PGA European Tour. Any Ticket offered for sale, sold, transferred, used or disposed of other than in accordance with these Conditions may be cancelled by PGA European Tour without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in their possession at the request of an Authorised Person. Further, PGA European Tour may pursue any other legal remedies available to it in relation to any such breach of these Conditions.
25. If a Ticket Purchaser purchases more than one Ticket, those additional Tickets may only be used by the Ticket Purchaser and his/her Guests, each of whom must be a family member, friend or colleague who is known to the Ticket Purchaser personally. The transfer of a Ticket in this manner shall not contravene these Conditions provided always that: (a) such a transfer takes place without payment or benefit in excess of the Original Sale Price of the Ticket; and (b) such a transfer is otherwise subject to these Conditions; and (c) the Ticket Purchaser may be requested to provide the name and address (and any other identification details, as required by PGA European Tour) of those who are intended to accompany him/her at any time by any Authorised Person.
26. Admission to the Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. PGA European Tour and Authorised Persons may conduct security searches (including a search of the Ticket Holder's bags, clothes and other possessions) prior to entry into or at any time within the Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items) and to ensure safety and security at the Event. Police may be informed where searches reveal Prohibited Items the possession of which PGA European Tour and/or any Authorised Person believe may constitute a criminal offence.
27. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items. None of PGA European Tour, the Venue or any Authorised Person accept any responsibility for any loss, theft or damage of a Ticket Holder's personal property and each Ticket Holder hereby releases PGA European Tour, the Venue and each Authorised Person from any liability for any loss or damage to personal property that they may suffer in relation to his or her attendance at the Venue.
28. Ticket Holders must retain their Tickets at all times whilst within the Venue. Tickets (with or without accompanying Photo ID) must be produced for

inspection at Venue entry points or anywhere else within the Venue upon request by any Authorised Person. Failure or refusal to do so may result in the Ticket Holder being ejected from the Venue.

29. Any Authorised Person may refuse admission to or eject from the Venue without refund or compensation a Ticket Holder who, in their reasonable opinion: (a) does not produce a valid Ticket upon request; (b) is in breach of any of the Conditions (including those relating to the use of mobile telephones and similar communications devices); (c) fails to comply with instructions from any Authorised Person; (d) may unreasonably obstruct the viewing of other spectators; (e) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for the Event or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to: (i) public nudity or indecency; (ii) excessive noise or any interference with the conduct of the Event; (iii) the wearing or other display of commercial, political or offensive signage or logos; (iv) the throwing of any object that might injure or cause damage to people or property; (v) the obstruction of any gangway, access-way, exit, entrance or staircase; (vi) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in the Venue or standing on seats; (vii) defacing or obscuring any notice, advertisement, branding or signage; (viii) smoking in any area where smoking is not permitted; and/or (ix) engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, caddie, official, Authorised Person or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nation or ethnic origin; (f) is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance; (g) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue; (h) whilst within the Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to: (i) "inside the ropes" on the golf course itself, any dressing rooms, practice areas or other players' or officials' areas; and/or (ii) any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access; (i) damages, interferes with or tampers with any property of any third party; and/or (j) is in possession of any Prohibited Items, including: (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue (including, without limitation, knives, fireworks, firearms, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers, smoke bombs and/or illicit drugs (other than those prescribed by a registered medical practitioner); (ii) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification; (iii) any camera or other type of photographic or recording device (of any nature whatsoever and whether

capable of capturing still or moving pictures) other than for personal non-commercial use; and/or (iv) any other items that PGA European Tour and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annoyance or which may otherwise give rise to concerns in relation to the safety and security arrangements for the Event.

30. Re-admission to the Venue will only be permitted in the sole discretion of PGA European Tour or an Authorised Person and, if granted, may require the use by a Ticket Holder of alternative access devices in conjunction with their Ticket (e.g. stamp or wristband).

## Refunds

31. Ticket Holders acknowledge that play during any day of a golf tournament may be delayed, interrupted, rescheduled, postponed or cancelled. PGA European Tour will use reasonable efforts to communicate any such delays, interruptions, rescheduling, postponement or cancellation to Ticket Purchasers as soon as is reasonably practicable, including by posting relevant information on the Tour Website. Tickets for named days of the Event cannot be exchanged for an alternative day.
32. If play is delayed or interrupted but has commenced as scheduled or is resumed on the same day then Ticket Holders **shall NOT be eligible for a refund**. If play on any day is rescheduled, postponed or cancelled in its entirety (i.e. not a shot is played on the day for which the Ticket is valid) then the Ticket Purchaser may apply for a refund by following the procedure set out in these Conditions.
33. If entitled to a refund and where a refund is not processed automatically in accordance with these Conditions, the Ticket Purchaser must provide PGA European Tour with all unused original Tickets for the affected day's play, accompanied by a signed application form for a refund, such form and Tickets to be received by PGA European Tour or the Official Ticketing Agent (depending on whom the Tickets were purchased from) not later than 14 (fourteen) days after the conclusion of the Event. **NO REFUNDS ARE AVAILABLE AT THE VENUE UNDER ANY CIRCUMSTANCES.**
34. If spectators are unable to be admitted to the Event because the Event is to be played behind closed doors due to a Pandemic Event, PGA European Tour will notify the original Ticket Purchaser via email to the email address used by the Ticket Purchaser when buying the tickets and automatically refund the amount paid for the Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 60 days of cancellation of the relevant Ticket(s).
35. If social distancing requirements mean that PGA European Tour is unable to honour all the Tickets purchased or allocated for the Tournament (for example, if PGA European Tour is required to increase the distance between different households or if additional restrictions are introduced which mean we are unable to have as many spectators at the Event as originally anticipated when the Tickets were sold), PGA European Tour reserves the right to cancel all or some of the Tickets and to determine which of such Tickets to cancel in its absolute discretion. PGA European Tour will notify the original Ticket Purchaser via email to the email address used by the Ticket Purchaser when buying the tickets and automatically refund the amount paid for the Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 60 days of cancellation of the relevant Ticket(s).

36. If the original Ticket Purchaser is unable to attend the Event because, although the Tournament is played with spectators present, they live in an

area which is subject to a local lockdown restricting them from being able to come to the Venue, as verified by checking their postcode registered by the Ticket Purchaser when buying the Tickets and provided that the Ticket Purchaser contacts PGA European Tour as soon as possible in advance of the Tournament to request a refund, PGA European Tour will cancel such Ticket(s) and refund the amount paid (up to a maximum of the face value of the Ticket(s)) within 60 days of the Ticket Purchaser contacting PGA European Tour to request a refund.

37. Any refund will be processed by PGA European Tour or the Official Ticketing Agent, depending on whom the Tickets were originally purchased from) and shall be made via the payment method used to make the Ticket purchase or as otherwise authorised or facilitated by PGA European Tour or the Official Ticketing Agent from time to time. PGA European Tour shall endeavour to process all refunds promptly. **REFUNDS WILL ONLY BE MADE TO THE ORIGINAL TICKET PURCHASER, NOT EACH TICKET HOLDER.**
38. Any refund shall be limited to the face value of the Tickets purchased. This specifically excludes any applicable delivery charges, booking fees or other charges. There will be no refund of any other expenses incurred by any Ticket Holder in attending the Event and each Ticket Holder acknowledges and accepts that their own personal arrangements (e.g. for travel, accommodation, food and beverage (including hospitality) are entirely at the Ticket Holder's own risk.
39. A refund of the face value of the relevant Tickets is the Ticket Purchaser's sole and exclusive remedy in such circumstances and, to the maximum extent permitted at law, PGA European Tour will have no other liability whatsoever to any Ticket Holder including, but not limited to, for any direct or indirect consequential loss or damage, such as (for example) loss of enjoyment or loss of goodwill.

### **Prohibited Items and Restricted Items**

40. PGA European Tour has the exclusive right to determine what objects may be brought into the Venue by a Ticket Holder. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry to, or eject from the Venue, anyone who is found to have brought such items into the Venue:

Ø ladders (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position;

Ø items which are or, in the opinion of PGA European Tour or any Authorised Person, could be used as weapons (including firearms, knives, sticks etc.);

Ø pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items;

Ø musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast;

Ø model aircraft; drones; kites or other similar airborne craft/item;

Ø bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment;

Ø wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods;

Ø any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour or any Authorised Person, may be used for Ambush Marketing or other similar unauthorised promotional purposes;

Ø alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs;

Ø items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the Event; and

Ø leaflets or other promotional materials.

Prohibited Items may be removed, confiscated or destroyed at the discretion of any Authorised Person and a Ticket Holder will have no right for the item to be returned

41. No pets or animals, except for guide dogs, may be brought into the Venue.

### **Standards of Behaviour**

42. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.

43. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by relevant authorities in accordance with legislative provisions.

44. Defacing or obscuring any notice, advertisement or other article of Event branding is strictly forbidden.

45. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:

Ø all devices must be in SILENT mode at all times;

Ø flash functionality must be switched off;

Ø mobile phone photography for personal use is permitted throughout the week on all areas of the course;

Ø mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones;

Ø calls must be placed or received in approved designated 'Mobile Phone Zones' only;

Ø data use (texting, email, using the European Tour app, social media) is permitted at all times;

Ø the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

46. Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.
47. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by PGA European Tour. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone who, in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
48. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended at any time for the purposes of ensuring the safety and security of all persons attending the Event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
49. No Ticket Holder shall engage in any form of Ambush Marketing and nor conduct any activity that conflicts with, infringes upon or impairs the rights of any Commercial Partner.
50. No Ticket Holder shall be entitled to conduct, carry out or cause to be conducted or carried out any promotions, advertising, marketing or other commercial activity in or around the Venue, unless the same has been expressly authorised in writing in advance by PGA European Tour (and a Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within the Venue).
51. Except in each case with the prior written approval of PGA European Tour, a Ticket Holder shall not whilst in or around the Venue: (a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or (b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.
52. No Ticket Holder shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of



these Conditions, unless authorised or permitted to do so by PGA European Tour; or (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event.

## Media & Recordings

53. Photographs and/or any other recordings of sound made or images taken within the Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private non-commercial and non-promotional purposes only, and in any event not for commercial gain, make or use, broadcast, narrowcast, telecast, transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, utilising television, radio, satellite, the internet, any wireless service or any other current or future means of format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to the Event (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities.
54. Each Ticket Holder attending the Event irrevocably and unconditionally: (a) consents without compensation to the recording of their voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about the Venue; (b) agrees to the transmission and use in perpetuity by PGA European Tour, its Commercial Partners and any licensee or assignee of PGA European Tour of their voice, image and likeness captured whilst present at or about the Venue, free of charge, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies to the fullest extent possible; (c) acknowledges and agrees that PGA European Tour is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraph 53 of these Conditions), including future rights to such recordings or to any works derived from such recordings; (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to PGA European Tour using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder): (i) in whatever form PGA European Tour thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and (ii) without making any identification of the Ticket Holder in relation thereto; and (iii) hereby unconditionally and irrevocably assigns to PGA European Tour all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within the Venue. If any such images should feature an individual prominently PGA European Tour will use reasonable efforts to gain the consent of that person before publishing

such images, however, if this is not possible, entry into the Venue shall be deemed consent (and if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf) unless and until PGA European Tour is notified in writing to the contrary.

55. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the applicable data protection legislation, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.

## Data

56. The personal data that Ticket Purchasers and other Ticket Holders provide to PGA European Tour, to Official Ticketing Agents and to Authorised Agents will, subject to applicable law, be used, processed, stored, and transferred by PGA European Tour in accordance with the terms of its privacy policy <http://www.europeantour.com/aboutus/privacy/index.html> (the “**Privacy Policy**”). For the avoidance of doubt, such personal data shall not be used by PGA European Tour for marketing purposes unless the Ticket Purchaser (for and on his/her own behalf and/or for his/her Guest(s)) has explicitly opted in to receiving such communications during the Ticket booking/purchasing process.
57. Each Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of PGA European Tour of personal data provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable local law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. PGA European Tour may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Event and to give effect to any of its rights in terms of these Conditions. The Ticket Holder can access and/or correct their personal information by written request to PGA European Tour.

## Liability, Waiver and Indemnity

58. None of PGA European Tour, any Official Ticketing Agent, any Authorised Agent, the Venue or any Authorised Person shall be liable for any failure to perform any obligation under these Conditions to the extent that such failure is caused by Force Majeure.
- 59. EACH TICKET HOLDER ADMITTED TO THE VENUE ACKNOWLEDGES THAT THEIR PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT THEIR OWN RISK AND ACCEPTS THE RISKS AND DANGERS IN ATTENDING A GOLF TOURNAMENT, INCLUDING THE POSSIBILITY OF BEING STRUCK BY AN ERRANT GOLF BALL AND THOSE RELATING TO ATTENDING A SPORTING COMPETITION IN A GOLF COURSE ENVIRONMENT EXPOSED TO THE NATURAL ELEMENTS. BY ENTERING THE VENUE ACKNOWLEDGING SUCH RISKS, ALL PERSONS ACCEPT THEIR OWN GENERAL PERSONAL**

**RESPONSIBILITY TO PROTECT THEMSELVES AND OTHERS FROM SUCH RISKS SO FAR AS IS REASONABLY PRACTICABLE, IN PARTICULAR BY WEARING FOOTWEAR AND CLOTHING APPROPRIATE FOR PREVAILING WEATHER AND GROUND CONDITIONS.**

- 60. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PGA EUROPEAN TOUR NOR ANY OFFICIAL TICKETING AGENT NOR ANY AUTHORISED AGENT NOR ANY AUTHORISED PERSON NOR ANY PLAYER OR CADDIE PARTICIPATING IN THE EVENT SHALL BE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR ANY LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING FROM THE EVENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION OR POSTPONEMENT OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING THEIR ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING**
- 61. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD PGA EUROPEAN TOUR, THE OFFICIAL TICKETING AGENTS, THE AUTHORISED AGENTS AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.**

### **Miscellaneous**

62. Nothing in these Conditions affects a Ticket Holder's statutory rights as a consumer.
63. These Conditions have been drafted in the English language. Translations of these Conditions may be made available by Official Ticket Agents. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.
64. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.
65. PGA European Tour reserves the right to make amendments to these Conditions from time to time at its sole discretion and without notice (including, without limitation, by amending or supplementing the Ground

Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Tour Website and, upon request, from PGA European Tour.

66. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.
67. These Conditions (including the Ground Regulations) and the Privacy Policy constitute the entire agreement between PGA European Tour and each Ticket Holder and neither shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of the other in relation to these Conditions which is not expressly set out herein.
68. No failure or delay by PGA European Tour to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that PGA European Tour is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, PGA European Tour (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).
69. No person who is not party to these Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
70. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law and any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, PGA European Tour reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘The Senior Open Presented by Rolex’ taking place at Carnoustie Golf Links, Scotland, from 25<sup>th</sup> to 28<sup>th</sup> July 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
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8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
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14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event

organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.

15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.



27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Dubai Invitational’ taking place at Dubai Creek Resort, Dubai, UAE, from 11<sup>th</sup> to 14<sup>th</sup> January 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

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9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
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- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

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31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.

32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.

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37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
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# PGA European Tour 2024 Ground Regulations

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All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Horizon Irish Open’ taking place at Royal County Down GC, Newcastle, Co Down, Northern Ireland, from 12<sup>th</sup> to 15<sup>th</sup> September 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
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3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
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7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
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9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
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- organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
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  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
  23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

relevant authorities in accordance with legislative provisions.

24. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:
25. all devices must be in SILENT mode at all times.
26. Flash functionality must be switched off.

27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
36. Ladders, (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# PGA European Tour 2024 Ground Regulations

**All tickets permitting access to the Venue are issued, subject to terms & conditions for entry, as set out herein, or as further amended by PGA European Tour from time to time.**

**ENTRY TO THE VENUE SHALL BE DEEMED TO CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL THESE RULES AND REGULATIONS.**

All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Ras Al Khaimah Championship’ taking place at Al Hamra Golf Club, Ras Al Khaimah, UAE, from 25<sup>th</sup> to 28<sup>th</sup> January 2024 (inclusive) .

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
14. In the event of the postponement or abandonment of the Event, refunds (if any) should be claimed in accordance with the ticket terms & conditions published by PGA European Tour. PGA European Tour, as the Event



- organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
  16. Further to paragraph 15, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf.
  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
  23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

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25. all devices must be in SILENT mode at all times.
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- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.

30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.

31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.

32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.

33. No pets or animals, except for guide dogs, may be brought into the Venue.

34. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry, or eject

35. from the Venue, anyone who is found to have brought such items into the Venue:
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37. Items which are, or in the opinion of PGA European Tour or any Authorised Person, could be used as weapons, including firearms; knives; sticks etc.
38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

# PGA European Tour 2024 Ground Regulations

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All capitalised terms used shall have the meanings given to them below:

“Authorised Person/s” means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and their representative staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event organiser.

“Event” means the ‘Volvo Car Scandinavian Mixed’ taking place at Vasatorps Golfklubb, Helsingborg, Sweden, from 6<sup>th</sup> to 8<sup>th</sup> June 2024 (inclusive).

“Venue” means the entire premises where the Event is being held including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

1. Persons will only be permitted to enter and remain within the Venue, or to demarcated areas within the Venue, upon presentation of a valid ticket or accreditation issued by PGA European Tour. Notwithstanding persons being in possession of any ticket, such permission remains at the discretion of PGA European Tour management at all times.
2. PGA European Tour or any Authorised Person shall retain the right, at all times, to permit or prohibit the re-admission to the Venue of any person or persons who have previously purchased a valid entry ticket and who have entered and subsequently left the Venue.
3. All persons seeking to enter and remain within the Venue must comply with any and all instructions and decisions given by PGA European Tour or any Authorised Person. No person shall unreasonably obstruct the viewing of other spectators. Persons are not guaranteed an uninterrupted and/or uninhibited view of the Event, nor is any representation or warranty given as to the quality, content or duration of the Event.
4. All persons seeking entrance into the Venue, or to demarcated areas within the Venue, acknowledge PGA European Tour’s right, and/or any Authorised Person’s right to search any person and their belongings, whether outside or inside the Venue, and to refuse entry or eject from the Venue any person refusing to submit to such a search or any person in whose possession suspicious or inappropriate objects are found, or objects which might be a risk to the safety of other persons, the holder, or that might affect the enjoyment of other persons or the running of the Event.

5. Tickets and accreditations are issued by PGA European Tour for the use by the ticket or accreditation holder only. Neither tickets nor accreditations are transferrable and may not be offered for sale or exchange without the prior written consent of PGA European Tour. Any tickets or accreditations offered for sale or exchange may be confiscated by PGA European Tour or any Authorised Person. PGA European Tour or any Authorised Person reserves the right to refuse admission to or eject from the Venue, (or any demarcated part of the Venue), any person who is suspected of having transferred or is in receipt of a transferred ticket or accreditation in contravention of the Event ticket or accreditation terms & conditions. All tickets remain the property of PGA European Tour as Event organiser at all times.
6. Where an age concession is claimed, proof of identity and age may be requested by PGA European Tour or an Authorised Person.
7. Responsibility for minors or other vulnerable persons brought to the Venue remains at all times with a parent or guardian, as appropriate.
8. Persons entering the Venue do so in acknowledgement of the general risks associated with the game of golf, including risks associated with errant golf shots by any golf player, playing on any day, and those relating to attending a sporting competition in a golf course environment exposed to the natural elements. By entering the Venue in acknowledgement of these risks, all persons accept their own personal general responsibilities to protect themselves and others from risks so far as is reasonably practicable, in particular by wearing footwear and clothing appropriate for weather and ground conditions.
9. Any person displaying behaviour which, in the sole opinion of PGA European Tour or an Authorised Person is, or could be considered to be dangerous, offensive, a nuisance or annoyance to any other persons at the event (including spectators or any other persons) may have their right of admission withdrawn and the person may be ejected from the Venue.
10. Access to the playing areas of the golf course is not generally permitted to spectators without lawful authority or excuse. Any person entering playing areas or other restricted areas of the Venue, as delineated by rope-line, barrier or other similar means of demarcation may be arrested and/or ejected from the Venue.
11. PGA European Tour and/or any Authorised Person reserves the right, at all times, to eject from the Venue any person who fails to comply with published terms & conditions for entry or whose presence, in the sole opinion of PGA European Tour or any Authorised Person, is, or could reasonably be construed as a source of danger, nuisance or annoyance to any other person.
12. Right of admission to the Venue, and to demarcated areas within the Venue, is reserved at the discretion of PGA European Tour. Where admission is refused or the bearer is ejected from the Venue and/or demarcated areas for any reason whatsoever, no refund shall be payable.
13. Tickets must be retained by ticket holders at all times whilst inside the Venue. Tickets must be produced for inspection at Venue entry points and/or at any location inside the Venue, on demand, by PGA European Tour or any Authorised Person.
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- organiser, will have no other liability whatsoever, including (but not limited to) any direct or indirect consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
15. By entering the Venue, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by PGA European Tour for marketing and promotional purposes. Entry into the Venue is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently, PGA European Tour will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent unless the PGA European Tour is notified in writing to the contrary.
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  17. Images taken with a camera, mobile phone or other electronic device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish (including, without limitation, via social media sites) or otherwise exploit photographs, whether for commercial gain or otherwise. PGA European Tour shall own all intellectual property rights in materials taken or recorded in the Venue.
  18. No person shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event; or (d) act in a manner that otherwise poses a threat to the integrity of golf.
  19. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the Data Protection Act, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.
  20. No person shall throw or discharge any missile or other article inside the Venue or shall be involved in the display or distribution of any sponsorship, promotional or marketing materials (whether commercial or not) by any person within the Venue without the express written consent of PGA European Tour. Failure to comply may result in ejection from the Venue and, where appropriate, other enforcement measures in line with legislative provisions.
  21. No goods, (including literature), of any nature may be offered free or for sale by any persons within the Venue without the expressed written consent of PGA European Tour.
  22. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
  23. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by

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26. Flash functionality must be switched off.



27. Mobile phone photography for personal use is permitted throughout the week on all areas of the course.
28. mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones.

- o calls must be placed or received in approved designated 'Mobile Phone Zones' only.

- o Data use (texting, email, using the European Tour app, social media) is permitted at all times.

- o the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

29. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended, at any time, for the purposes of ensuring the safety and security of all persons attending the event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
30. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by the Event management. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone, who in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
31. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
32. Where pre-allocated seating is provided, persons must only occupy the seats allocated to them by their ticket (or similar means). Persons must not occupy any other reserved seat without the prior expressed permission or instruction from an Authorised Person. No person may stand in seating areas while play is in progress. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to structures or seats for which the purchaser does not hold a valid ticket is strictly forbidden. The climbing of walls, fences, temporary structures or any other buildings in the Venue is strictly forbidden. Any such behaviour may result in ejection from the Venue and/or further enforcement action being taken in line with legislative provisions.
33. No pets or animals, except for guide dogs, may be brought into the Venue.
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38. Pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items.
39. Musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
40. Model aircraft; Drones; Kites or other similar airborne craft/item.
41. Bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment.
42. Wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
43. Any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour may be used for ambush marketing or other similar unauthorised promotional purposes.
44. Alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs.
45. Items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the event.
46. Leaflets or other promotional materials.
47. Failure to observe and abide by these regulations shall constitute a breach of contract and may result in ejection from the Venue and/or demarcated areas, cancellation or confiscation of this ticket and/or enforcement action being taken in line with legislative provisions.

**The DP World Tour has fined and banned 26 of its players who competed without consent in LIV and Asian Tour events.**

The sanctions are based on individual cases with fines ranging from £12,500 to £100,000 for each breach and a suspension of up to eight tournaments.

Players that have resigned their membership will not be reinstated until they have paid their fine, from which point their suspensions would apply.

The sanctions relate to breaches in the period 22 June, 2022, to 2 April, 2023.

In April, an arbitration panel sided with the European-based tour in its legal battle against 12 players who had appealed against being fined £100,000 and suspended from the Scottish Open for playing in LIV Golf's inaugural event in June 2022 without permission.

Lee Westwood, Ian Poulter, Sergio Garcia and Richard Bland subsequently resigned their membership of the DP World Tour, with all but Garcia having paid the £100,000 fine.

This announcement details further sanctions imposed for playing in the seven other LIV events in 2022 and those contested before the arbitration panel's verdict was reached.

A statement from the DP World Tour said the "sanctions imposed were determined on a case-by-case basis, acknowledging differences between the events in terms of the impact on the DP World Tour's broadcast partners, sponsors and stakeholders".

It added that the suspensions would comprise "a combination of one or two-week suspensions" and only relate to regular season events, meaning players would be eligible to play in major championships.

**ADVERTISEMENT**

The first tournament where the suspensions will be imposed is the Porsche European Open from 1-4 June, 2023.

The statement concluded: "Further sanctions for breaches of the conflicting tournament regulation in events which occurred subsequent to 2 April, 2023, will be considered in due course."

# Making a disclosure in the public interest (Whistleblowing)

Wednesday, July 3, 2019

We encourage a free and open culture in our dealings between our management team, our staff and all people with whom we engage in business and legal relations. We recognise that effective and honest communication is essential if malpractice is to be effectively handled and our success ensured.

If you are concerned that any behaviour is contrary to this ethic, you can phone the independent Expolink Whistleblowing Hotline number where your call will be in complete anonymity and confidentiality assured by discreet, professional and courteous call handlers.

Calling from	Dial
China (South)	10800 152 2112
China (North)	10800 852 2112
Eire	1800 567 014
France	800 900 240
Germany	0800 182 3246
Hong Kong	800 930 770
Italy	800 783 776
Malaysia	1800 885 530
Portugal	800 880 374
Singapore	800 4411 140
Spain	900 944 401
Sweden	0200 285 415
UAE	8000 44 138 73
UK	0800 374 199

If you prefer, you can also report your concerns via Expolink's safe and secure web-based reporting system: <https://wrs.expolink.co.uk/europeantour>

10 October 2022



# THE PGA EUROPEAN TOUR INTEGRITY PROGRAMME

## POLICY DOCUMENT

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## SECTION 1. Policy

### 1. Application and Scope of Policy

- a) All Covered Persons shall be bound by and comply with all of the provisions set out in the PGAETIP and honour the declaration for “Integrity in Golf”:

***“All Members, Players, Related Personnel and Employees of the PGAET must act with honesty and sportsmanship at all times so that we represent the honour and dignity of fair play and preserve the recognised high standards associated with Integrity in Golf”.***

- b) The PGAET has appointed a person who will be primarily responsible for integrity related issues at the PGAET. That person will be referred to as the Head of Integrity. In relation to any alleged breach of the Policy, the Head of Integrity shall be responsible for ensuring that an investigation is conducted and, where applicable, the Disciplinary Procedure is followed and implemented.

#### 1.1 Application of Policy

- a) This Policy is made by the PGAET and is binding on all Covered Persons, who shall be deemed to accept all the terms set out herein as follows:
- (i) in the case of Members, acceptance of the terms of the Policy is incorporated into the relevant Tour Members General Regulations Handbook;
  - (ii) in the case of Players, acceptance of the terms of the Policy is incorporated into the terms and conditions for participation in a PGAET Sanctioned Tournament;
  - (iii) in the case of Related Personnel, acceptance of the terms of the Policy is incorporated into the terms and conditions of their accreditation or permission to access a golf course at a PGAET Sanctioned Tournament;
  - (iv) in the case of Employees of the PGAET, acceptance of the terms of the Policy is incorporated into contract of employment or services;
  - (v) in the case of any other Covered Person, acceptance of the terms of the Policy is on agreement between the Covered Person and PGAET whether incorporated into the terms and conditions of their accreditation or permission to access a golf course at a PGAET Sanctioned Tournament or otherwise.
- b) It is the responsibility of each Covered Person to acquaint himself or herself with all of the provisions of the PGAETIP (including the Regulations and procedures set out below).
- c) Additionally, each Player will have a duty to inform his Related Personnel about all the relevant provisions of the PGAETIP and instruct each of them to comply with all such relevant provisions including the Regulations.
- d) Any Covered Person who is alleged to have breached the Regulations shall be subject to the procedures and possible sanctions set out in this Policy and those persons should also be aware that conduct prohibited under this Policy may also constitute a criminal offence and/or breach of other applicable laws and regulations.

- e) This Policy may be amended from time to time by the PGAET.
- f) The PGAET may, in its sole discretion, delegate any or all of its powers under this Policy, including but not limited to the power to apply, monitor and enforce this Policy.
- g) This Policy came into effect on 23 November 2015. This Policy was updated on 10 October 2022.
- h) The PGAET may issue an Exclusion Order against any person, whether or not they are subject to this Policy, where it is in the interests of the sport to do so. The Exclusion Order may be indefinite, or for such period as the PGAET may specify.

## 1.2 Scope of Policy

### a) Golf Tournaments

This Policy is binding on all Covered Persons in relation to any professional or elite amateur golf Event that is staged anywhere in the world. Notwithstanding the above, for a Player who is not a Member and his Related Personnel, the requirements in this Policy shall only be binding with regards to their participation in any PGAET Sanctioned Tournament unless they agree otherwise.

### b) Reciprocation of sanction

If a Covered Person is alleged to have committed a breach of a Recognised Integrity Policy then the PGAET may, entirely at its own discretion, accept and reciprocate any decision made or sanction imposed by the relevant tournament authority unless the relevant tournament authority requests that it should not be reciprocal. A Covered Person may apply to the PGAET for a sanction not to be reciprocated but may only do so if they have exhausted all appeal procedures available to them under the Recognised Integrity Policy.

## 2. Education

- a) Each Member will be required to complete the Education Course which will involve an informational presentation and assessment. This is a mandatory assessment and each Member must complete and pass it as a requirement of his membership conditions as set out in the annual membership form.
- b) Each Member must personally complete the Education Course. Any Member found to have had another party complete it for him will be required to personally complete the Education Course and may be liable to sanction under the Policy or PGAET's Code of Behaviour and Disciplinary Procedure.
- c) The Education Course only has to be completed once by each Member, unless otherwise determined by the PGAET.
- d) The PGAET may require other categories of Covered Persons to complete the Education Course as a requirement of their accreditation. Failure to comply with the requirement within timeframes specified by the PGAET may result in accreditation being withheld or withdrawn.
- e) Notwithstanding Section 2(c) and (d) above, all Covered Persons shall regularly review the Policy and read any notifications they receive from the PGAET regarding any amendments to the Policy.



### 3. Regulations

#### a) Corruption Offences

- (i) No Covered Person shall either directly or indirectly Bet or instruct any other person to Bet on the result, progress, conduct or any other aspect of any professional or elite amateur golf Event anywhere in the world.
- (ii) No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet on the outcome or any other aspect of any professional or elite amateur golf Event anywhere in the world, save in instances where such activity is in the course of professional duties and approval has been granted by the PGAET. For the avoidance of doubt, to solicit or facilitate to Bet shall include displaying live golf betting odds on the website or social media platform of a Covered Person.
- (iii) A Covered Person must ensure that any account with a Betting Operator in their name is not used by any other person. All Bets placed using an account with a Betting Operator shall be presumed to be for the benefit of the named account holder.
- (iv) No Member or Player shall have any financial interest, either direct or indirect, in the performance or winnings of any Other Player whether through purse-splitting, prize money “insurance”, financial assistance, Bets or otherwise.
- (v) No Covered Person shall directly or indirectly provide, offer, give, request or receive any money, benefit or consideration in circumstances that the Covered Person might reasonably have expected could bring them, the PGAET or the sport of golf into disrepute.
- (vi) A Member or Player shall not fail to give his best efforts, and a Covered Person shall not either directly or indirectly induce or encourage any Other Player to fail to give his best efforts, in any professional or elite amateur golf Event anywhere in the world.
- (vii) No Covered Person shall directly or indirectly use or provide to any other person any information relating to any aspect of any professional or elite amateur golf Event anywhere in the world, which they have by virtue of their position within the game and which is not publicly available and which information could reasonably be anticipated to be used for, or in relation to, Betting.
- (viii) No Covered Person shall directly or indirectly contrive or attempt to contrive any aspect of any professional or elite amateur golf Event anywhere in the world.
- (ix) No Covered Person shall make any misrepresentation to seek or obtain on behalf of another person any accreditation that allows access to areas such person would not otherwise be permitted access.
- (x) No person shall avoid or fail to obtain the correct level of accreditation prior to entering a PGAET Sanctioned Tournament.
- (xi) Each Member and Player shall be jointly responsible for any actions of his Related Personnel if they (i) had knowledge of the conduct and failed to report such knowledge or (ii) assisted the commission of the conduct or (iii) had a duty to inform his Related Personnel of a requirement under these Regulations and failed to do so. In such

circumstances any proven breach of these Regulations by such “Related Personnel” shall be considered as a breach by the Member or Player himself.

b) Conduct Offences

- (i) A Covered Person must not conduct themselves in a manner that obstructs the proper administration or control of golf under the PGAETIP. A Covered Person must not:
- (a) provide inaccurate information;
  - (b) omit relevant information which is requested by the PGAET or Investigation Unit;
  - (c) fail to comply with a requirement imposed on them by the PGAET or Investigation Unit;
  - (d) mislead or attempt to mislead the PGAET or Investigation Unit; or
  - (e) assist, encourage or cause another person to act in contravention of this Policy.
- (ii) A Covered Person shall co-operate with an Approved Person in the exercise of enquiries or investigation under the PGAETIP, including:
- (a) providing full access to copies of any documents, information, records or other material requested;
  - (b) agree, attend and engage with interview when requested;
  - (c) allowing access to or allow to download data from computers, telephones and/or other communication devices or applications;
  - (d) providing passwords, login credentials and other information required to access computers, telephones and/or other communication devices or applications or to otherwise facilitate access to bank and building society accounts and similar.
- The Covered Person will be permitted 28 days to co-operate with a request on receipt of a Demand. A Demand under paragraphs (c) and (d) will be subject to authorisation by the Chair of the Audit and Risk Committee of the PGAET.
- (iii) An Approved Person may conduct a search of a Covered Person and inspect any property (to include golf equipment) of a Covered Person whilst attending a PGAET Sanctioned Tournament.
- (iv) A Covered Person must not, without prior written permission of the PGAET, associate with a person who is subject to an Exclusion Order under this Policy in connection with professional or elite amateur golf anywhere in the world.
- (v) If a Covered Person knowingly assists or is a party to ‘covering up’ conduct which is prohibited by these Regulations, that Covered Person will be treated as having engaged in such conduct personally.
- (vi) No person may subject any other person to any detriment on the ground or belief that the person has reported a concern to the PGAET or assisted in any manner in relation to investigations or proceedings relevant to this Policy.

c) Reporting Obligations

- (i) A Covered Person shall inform the Head of Integrity and/or the PGAET immediately, on a confidential basis, of any incident or activity, including approaches from any person or third party, which may or will contravene or may or will lead to the contravention of the PGAETIP.
  - (ii) In the event that any Covered Person is approached by any person who offers or provides any type of money, benefit or consideration to that Covered Person to (i) influence the outcome or any other aspect of any professional or elite amateur golf Event anywhere in the world, or (ii) provide information as described in Section 3(a)(vii) above, it shall be the Covered Person's obligation to report such incident to the Head of Integrity and/or the PGAET as soon as possible.
- d) For a breach of these Regulations to be committed, it is sufficient that an offer or enticement was made, regardless of whether any money, benefit or consideration was actually paid or received.
- e) Any alleged breach of these Regulations shall:
- (i) for a Covered Person initially be subject to the investigations procedure set out in Section 4(b) below and may be subject to a Disciplinary Procedure.
  - (ii) for a person not covered by the PGAETIP an Exclusion Order may be issued against any person according to the procedure set out in Section 6 when it is in the interests of the integrity of the sport to do so.

**4. Procedures**

a) Whistleblowing and reporting

- (i) If a Covered Person or any other person wishes to report a concern about suspected wrongdoing that may be a breach of the PGAETIP, they should contact the Head of Integrity. The Head of Integrity will ensure that the report is handled on a confidential basis and take the necessary steps to procure that an investigation into the incident and the alleged breach of the Regulations takes place in accordance with Section 4(b) below.
- (ii) Reports to the Head of Integrity may be made by email to [integrity.confidential@europeantourgroupp.com](mailto:integrity.confidential@europeantourgroupp.com), by phone to +44 7879 437207, or in person whether at Wentworth Head Office or elsewhere.
- (iii) The PGAET will make every effort not to reveal a whistleblower's identity unless the whistleblower agrees to disclosure. As enquiries or investigation develop, the PGAET may not be able to resolve a report without revealing the whistleblower's identity. The PGAET will consult with the whistleblower prior to any disclosure being made regarding their identity. In any event, every effort will be made not to disclose the whistleblower's identity to any person other than a person subject to the enquiry/investigation. The whistleblower will be kept informed of developments relevant to their report by a single point of contact.
- (iv) Reports and personal data will be stored using secure intelligence software with restricted access. Personal data is handled according to the PGAET's data protection policy.

- (v) A whistleblower who makes a report in the reasonable belief that it is in the interests of the sport to do so will not face repercussion if the allegation transpires to be unsubstantiated. However, disciplinary action may be taken against a whistleblower who makes a report frivolously, carelessly, maliciously or for personal gain.
- (vi) The PGAET recognises that whistleblowing can be an extremely difficult experience. Free and independent advice and support is available through charities such as [Protect](#), who are independent from the PGAET and have a confidential helpline. The PGAET is not privy to, or responsible for, any advice provided by Protect or other charities.

#### b) Investigations

- (i) The PGAET will consider, assess and triage all reports made to it by any person. All information will be stored securely on an in-house intelligence system with personal data handled in accordance with the PGAET's privacy policy. The Head of Integrity will determine the appropriate way to proceed, which may include preliminary enquiries, referral for investigation, referral to an authority or noted with no further action.
- (ii) If referred for investigation then the PGAET may investigate in-house or appoint an appropriately retained third party Investigation Unit. A person subject to investigation will receive formal notice of the investigation, together with the PGAET's Investigation Charter that provides information and guidance regarding the process. The notice will include details of who will be conducting the investigation.
- (iii) The investigation must be conducted in a transparent, discreet and fair manner.
- (iv) A report will be completed at the conclusion of the investigation. The PGAET will determine whether any Regulation has been breached and, if so, the relevant person(s) will be subject to the Disciplinary Procedures set out in Section 5. The subject of the investigation must be informed at the earliest opportunity of the outcome of the investigation.

### 5. Disciplinary Procedures, Sanctions and Appeal Process

- a) Following the investigation process and gathering of evidence, if the Head of Integrity believes that there is sufficient evidence to warrant the relevant Covered Person(s) being subject to a Disciplinary Procedure then the Head of Integrity shall determine whether the alleged breach of the Regulations should be considered to be a Minor Breach or a Serious Breach of the Regulations. This will be based on the relevant facts, evidence and findings reported from the investigation and any recommendations made during investigation.

An example of a Minor Breach would be a breach of regulation that will attract a financial penalty only, such as:

A Covered Person placing an insignificant and positive Bet on a Player's or Member's result in a professional or elite amateur golf Event.

However in general terms, very few breaches of the Regulations will be considered to be a Minor Breach due to the potential for such breaches to lead to corruption in the game. Accordingly it is likely that the majority of breaches of the Regulations will be considered to be a Serious Breach.

Where the same Minor Breach or a similar Minor Breach is repeated by a Covered Person or

where the Head of Integrity considers that a Covered Person may be persistently committing Minor Breaches, the Head of Integrity may determine that an alleged breach, which might otherwise be considered to be a Minor Breach, shall be considered to be an alleged Serious Breach by the relevant Covered Person. In such circumstances the Covered Person shall be subject to the provisions of this Disciplinary Procedure relating to a Serious Breach of the Regulations.

In the event that any evidence (such as testimony from officials, players or other persons) is discovered by, or brought to the attention of, the Head of Integrity subsequent to the initial investigation and/or the decision as to whether an alleged breach is to be considered as a Minor Breach or a Serious Breach for the purposes of this Disciplinary Procedure, then the Head of Integrity shall be entitled to re-categorise the breach as he considers appropriate taking into account such evidence and, if appropriate, the Minor Breach procedure or Serious Breach procedure (as is then applicable) shall be applied.

## **b) Minor Breach procedure**

### **(i) Decision of the Head of Integrity**

Having considered the evidence and findings reported from the investigation and the recommendations made by the investigator or Investigation Unit the Head of Integrity shall determine whether on the balance of probabilities a Minor Breach of the Regulations has occurred. If the Head of Integrity determines that a Minor Breach of the Regulations has occurred then a sanction may be imposed according to the following and subject to any published penalty guidelines:

- (I) If the relevant Covered Person is a Player, a Member or Related Personnel – a warning as to the Player's, Member's or Related Personnel's future conduct or a fine of not less than three hundred pounds (£300) and not greater than twelve thousand pounds (£12,000).
- (II) If the relevant Covered Person is an Employee of PGAET – the evidence and findings reported from the investigation and the recommendations made by the Investigation Unit shall be forwarded to the CEO of the PGAET and HR Director by the Head of Integrity and the Employee of the PGAET shall be subject to the PGA European Tour Disciplinary, Dismissal and Grievance Procedures and shall be subject to such sanctions as the PGAET shall determine in accordance with such procedure.

Subsequent Minor Breaches of the Regulations by a Member, Player or Related Personnel will result in a fine being imposed on that Member, Player or Related Personnel which is twice the amount of the fine for the previous Minor Breach of the Regulations, unless the Head of Integrity decides otherwise. Where a fine of twice the amount of the previous fine is imposed on the Member, Player or Related Personnel, due to the Member, Player or Related Personnel committing a subsequent Minor Breach of the Regulations, the maximum level of fine set out in paragraph b(i)(I) above shall not apply.

### **(ii) Appeals against decisions of the Head of Integrity**

A Covered Person may appeal a decision of the Head of Integrity to the Disciplinary Panel sitting as an appellant body by giving written notice to the PGAET within seven (7) days after receiving notice of the sanction. The procedure for any such appeal will be governed

by the provisions of paragraph (b)(iii) below. The matter will be de novo.

**(iii) Procedure at Disciplinary Panel Hearing (sitting as appellant body)**

An appeal hearing before the Disciplinary Panel sitting as an appellant body is an informal inquiry. There are no fixed rules of procedure and professional representation of the Covered Person concerned is not permitted. The purpose of the hearing before the Disciplinary Panel acting as an appellant body is to dispose of the matter as speedily and as informally as possible consistent with a fair hearing and the rules of natural justice. A decision of the Disciplinary Panel sitting as an appellant body shall be final and binding.

The hearing will take place before an independent and impartial three (3) person panel in accordance with the composition requirements stated at paragraph 5(c)(iii), below, save that the Chairperson of the Panel may act alone if determining matters without a hearing.

The Covered Person has the right to appear in person before the Disciplinary Panel sitting as an appellant body and put forward their own explanation of the events surrounding the alleged breach of the Regulations. The Covered Person will be entitled to present their own case in an appropriate manner. The members of the Disciplinary Panel sitting as an appellant body may question the Covered Person as to their explanation of the events surrounding the alleged breach of the Regulations. Alternatively, the Covered Person shall be entitled to provide written submissions setting out the Covered Person's version of the relevant incident and any mitigating circumstances which the Covered Person would like the Disciplinary Panel sitting as an appellant body to take into consideration.

Witnesses will not normally be called but if the Covered Person feels that they cannot do justice to their case unless a particular witness or witnesses are present at the hearing then they must apply by written notice to the PGAET for permission to have such witnesses attend the hearing (and explain why justice cannot be done without the witness(es) attendance) not later than fourteen (14) days prior to the date of the hearing. If the PGAET agrees to such request the Covered Person shall be responsible for procuring the attendance of such witness or witnesses to give evidence before Disciplinary Panel sitting as an appellant body in the presence of the Covered Person at the hearing.

At the hearing the Covered Person will be given the opportunity to question any of the witnesses present. The witnesses shall also be subject to questioning by the PGAET and the Disciplinary Panel sitting as an appellant body.

The Disciplinary Panel sitting as an appellant body shall decide the outcome of the appeal hearing by majority decision and on the balance of probabilities.

The Disciplinary Panel sitting as an appellant body may give its decision at the conclusion of the hearing or at such time following the hearing as it may consider appropriate. In either case the decision will be confirmed in writing as soon as reasonably practicable.

The Director of Tour Operations (or such other person as may be nominated by the Chief Executive of the PGAET) will attend the hearing in an administrative capacity to advise the Disciplinary Panel sitting as an appellant body on procedure and other matters but will not take part in the decision making.

Any costs incurred by the Covered Person in relation to preparing for and attending a

hearing before the Disciplinary Panel sitting as an appellant body, as well as any costs arising in connection with the attendance of any witnesses requested by the Covered Person, will be borne by the Covered Person or otherwise subject to paragraph 5(f), below.

**c) Serious Breach**

(i) If at the conclusion of the investigation into an alleged breach of the Regulations by a Covered Person the Head of Integrity decides on the balance of probabilities that a Serious Breach of the Regulations may have occurred then a disciplinary hearing shall take place before an independent disciplinary panel which shall be formed in accordance with paragraph c(iii) below.

(ii) **Provisional Suspension** – The Head of Integrity may make an application to the Board of the PGAET that a Member or Player be suspended from participation in PGAET Sanctioned Tournaments or the accreditation of a Related Personnel or Employee of the PGAET be suspended and their ability to participate or be involved in PGAET Sanctioned Tournaments be denied pending the outcome of investigation and/or disciplinary or appeal process. The Board of the PGAET by simple majority will determine whether such application by the Head of Integrity is granted.

(iii) **Composition of the Disciplinary Panel** – The Disciplinary Panel shall be an independent and impartial three (3) person panel made up of the following:

- i. an independent, legally qualified person (of at least 6 years post-qualification experience, appointed by the PGAET from a pool of lawyers with the requisite experience, such pool to be appointed annually by the PGAET and which shall consist of up to two (2) eligible persons);
- ii. an ex-member of the DP World Tour or current player on the Legends Tour (appointed by the Covered Person subject to the disciplinary proceedings from a pool of such ex-members/players to be appointed annually by the PGAET and which will consist of up to five (5) eligible persons); and
- iii. an experienced sports administrator (appointed by the PGAET from a pool of sports administrators with the requisite experience, such pool to be appointed annually by the PGAET and which will consist of up to five (5) eligible persons).

The legally qualified person selected by the PGAET shall be the chairperson of the Disciplinary Panel. Where the chairperson of the Disciplinary Panel considers it necessary, the Disciplinary Panel shall be entitled to appoint external experts or lawyers to advise the Disciplinary Panel, subject to the prior written approval of the PGAET as to the cost of obtaining such external advice.

No person who was involved in the events relating to, or the investigation of, the alleged breach or who has a clear vested interest in the outcome of the disciplinary hearing, or who has made strong statements either way on a directly relevant matter, should sit on the Disciplinary Panel. Each person who is approached to sit on the Disciplinary Panel shall be required to make a declaration of any vested interest or involvement in the alleged breach or the investigation of the alleged breach prior to sitting on the Disciplinary Panel. Both the PGAET and Covered Person may submit

objections based on conflict of interest of a Disciplinary Panel member to the Disciplinary Panel for determination.

- (iv) **Commencement of Proceedings** – The Head of Integrity shall prepare documentation and evidence that the PGAET will rely upon to support the charge that the Covered Person has breached the Regulations and shall send the following (“**the Notice**”) to the relevant Covered Person and the Disciplinary Panel no later than twenty one (21) days prior to the disciplinary hearing:
- i. Notification of the Covered Person’s entitlement to have the matter determined by the Disciplinary Panel at a disciplinary hearing together with the date, time and location of the disciplinary hearing;
  - ii. Details of the alleged breach of the Regulations by the Covered Person and the Regulation(s) which it is alleged have been breached;
  - iii. Details of the possible sanctions that may be imposed as a consequence of the alleged breach of Regulations; and
  - iv. Copies of the documentation and evidence that the PGAET will rely upon to support the charge that the Covered Person has breached the Regulations (including, but not limited to, written statements and relevant video footage where applicable).
- (v) **Procedure at a hearing before the Disciplinary Panel** – The Covered Person may be represented and/or assisted at the disciplinary hearing by one person of their choosing (who may be a lawyer, agent, manager, or another such person).

At the disciplinary hearing, if the charge is not admitted, the Head of Integrity (or a lawyer appointed by the PGAET) will present details of the alleged breach of the Policy and the evidence in support of the charge, and make submissions as to whether the charge should be upheld. The Covered Person (or representative) will then present any other evidence and make submissions as to whether the charge should be upheld. The Disciplinary Panel will adjourn to consider whether the charge should be upheld, and reconvene the hearing to orally deliver its decision on whether the charge should be upheld to the parties.

Then (or if the charge is admitted), the Head of Integrity (or a lawyer appointed by the PGAET) will present any relevant evidence and make submissions on the appropriate sanction. The Covered Person (or their representative) will then present any relevant evidence and make submissions on the appropriate sanction (including any mitigating circumstances that the Covered Person would like the Disciplinary Panel to take into consideration).

All relevant evidence (including, without limitation, video footage) will be admissible (i.e. the Disciplinary Panel will not be bound to apply formal rules of evidence and will not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law, but the Disciplinary Panel will be entitled to determine how much weight to attribute to any evidence before it).

The PGAET will be entitled to call witnesses to give evidence at the hearing in support of the charge. The Covered Person will be entitled to call a reasonable number of witnesses to attend the hearing provided that he provides written notice to the



Disciplinary Panel and the PGAET to that effect (subject to the Disciplinary Panel's power to vary the deadline, if appropriate) not later than fourteen (14) days prior to the date of the disciplinary hearing. The Covered Person will be responsible for procuring the attendance of such witnesses to give evidence before the Disciplinary Panel, in the presence of the Covered Person, at the disciplinary hearing. At the disciplinary hearing each party will be entitled to put questions to any of the witnesses, who may also be subject to questioning by the members of the Disciplinary Panel.

The burden of proof will be on the PGAET to establish on the balance of probabilities that the Covered Person committed the charged breach of the Policy. If the Covered Person seeks to establish any fact or circumstances, they must do so on the balance of probabilities.

The Disciplinary Panel may after hearing all the evidence either give its decision at the conclusion of the hearing or at such time following the hearing as it considers appropriate. In either case its decision shall be conveyed to the PGAET and the Covered Person in writing and with written reasons as soon as reasonably practicable following the conclusion of the hearing. The Disciplinary Panel may determine the charge (and if the charge is upheld, the appropriate sanction) by majority decision. Unless appealed in accordance with paragraph 5(e), below, the decision of the Disciplinary Panel shall be final and binding on the PGAET and the Covered Person concerned.

The Disciplinary Panel has the power to regulate its own procedure, including (without limitation) the power: to extend or vary any time limit or in exceptional circumstances modify any procedural rule set out in this Policy; to make appropriate directions (in advance of the hearing and/or at the start of or during the hearing) with respect to the conduct of proceedings before it; to expedite, adjourn or postpone proceedings as it sees fit; to consolidate a matter with any other matter (and/or order concurrent hearings) where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents; to order a Covered Person or accredited person to appear at the hearing as a witness; and to proceed in the absence of a party at a hearing before the Panel or Appeal Panel, provided that the Panel or Appeal Panel is satisfied that the party received notice of hearing or attendance.

#### **d) Sanctions and Conditions of Reinstatement**

- (i) If following a disciplinary hearing, the Disciplinary Panel decides that a breach of the Regulations has been established it shall impose such sanction as it may consider appropriate having regard to the circumstances and any available penalty guidance.

Such sanctions for a Member or Player may range from a requirement that he complete a course of education related to responsible betting, warning, reprimand, censure, a fine, suspension of Membership, suspension from participation in one or more PGAET Sanctioned Tournaments or for a given period of time, disqualification, expulsion from the PGAET, exclusion from access to or any other involvement in the sport of golf, and/or otherwise as the Disciplinary Panel shall determine.

Such sanctions for Related Personnel may include a reprimand, censure, a fine, suspension or removal of the Related Personnel's accreditation which permits the

holder to access restricted areas at PGAET Sanctioned Tournaments, denial of access to attend PGAET Sanctioned Tournaments, exclusion from access to or involvement in the sport of golf, and/or otherwise as the Disciplinary Panel shall determine.

In the case of Employees of PGAET the findings of the Disciplinary Panel shall be forwarded to the CEO and HR Director of the PGAET by the Head of Integrity and the Employee of the PGAET shall be subject to the PGA European Tour Disciplinary, Dismissal and Grievance Procedures and such sanctions as the PGAET shall determine in accordance with such procedure.

- (ii) If following the completion of a Disciplinary Procedure a Member has had his Membership suspended or revoked then in order for that Member to be reinstated as a Member or participate in any PGAET Sanctioned Tournament he must have (in addition to the usual performance related requirements):
  - i. completed the full period of sanction imposed on him by the Disciplinary Panel or the Appeal Panel;
  - ii. paid all fines and costs imposed on him by the Disciplinary Panel or the Appeal Panel; and
  - iii. retaken and successfully completed the Education Course.

**e) Appeals against decisions of the Disciplinary Panel**

- (i) Each of the PGAET and the Covered Person may appeal the final substantive decision of the Disciplinary Panel (i.e. not any procedural decision) or any aspect of it by giving written notice of that appeal to the other party within twenty eight (28) days of receipt of the written reasoned decision.
- (ii) The appeal will be heard by an 'Appeal Panel' constituted from the same Panel as the Disciplinary Panel as set out in and otherwise in accordance with paragraph c(iii), above. For the avoidance of doubt, no person who sat on the Disciplinary Panel in relation to the initial disciplinary hearing will sit on the Appeal Panel.
- (iii) The notice of appeal submitted by the PGAET or the Covered Person must state the grounds of appeal which shall be based on one of the following:
  - i. the decision of the Disciplinary Panel was based on an inaccurate representation of the facts or was a decision that could not reasonably have been reached by the Disciplinary Panel when faced with the evidence before it; and/or
  - ii. there was an injustice because of a serious procedural or other irregularity in the proceedings before the Disciplinary Panel; and/or
  - iii. significant and relevant new evidence has come to light that was not available, and could not have become available on the making of reasonable enquiries, before the conclusion of the investigative process; and/or
  - iv. the sanction imposed by the Disciplinary Panel was grossly

disproportionate to the seriousness of the breach committed; and/or

- v. the Disciplinary Panel misconstrued, failed to apply or wrongly applied the relevant Regulation(s).

The appeal will be limited to the five grounds set out above and will not take the form of a de novo hearing (i.e. the Appeal Panel will not hear the matter as if it were a Disciplinary Panel re-hearing the case at first instance) unless:

- i. the appellant demonstrates a compelling reason why the appeal ought to be heard de novo; or
- ii. the parties agree that the appeal ought to be heard de novo.

In exceptional circumstances the PGAET may, in its sole discretion, before an appeal has been finally determined by an Appeal Panel, request that Sport Resolutions (UK) appoint an Appeal Panel (from the panel members referred to at paragraph 5(c)(iii), above, or other impartial persons, as appropriate) and/or administer the appeal otherwise in accordance with the provisions of these procedures.

If the appeal is heard de novo, the same process as before the Disciplinary Panel will be followed (i.e. in accordance with the procedure set out in paragraphs 5(c)(v) above).

If the appeal is not heard de novo, the same process as before the Disciplinary Panel will be followed, save for any changes required by the context or set out in this section, save that:

- i. At the disciplinary hearing, the appellant (or lawyer/representative on behalf of the appellant) will make submissions as to why the appeal should be upheld and present the evidence in support of the appeal. The respondent (or lawyer/representative on behalf of the respondent) will then make submissions as to whether the appeal should be upheld and present any evidence in support of that position.
- ii. The Appeal Panel will not admit new evidence unless such evidence is (a) significant and relevant and (b) it was not available, and could not have become available on the making of reasonable enquiries, before the conclusion of the Disciplinary Panel hearing.
- iii. The burden of proof will be on the appellant to establish on the balance of probabilities that the appeal should be upheld on one of the five listed grounds. If the respondent seeks to establish any fact or circumstances, they/it must do so on the balance of probabilities.

If an appeal is validly made, all fines, compensation or costs orders made by the Disciplinary Panel will be stayed pending determination of the appeal (and if the Appeal Panel does not in its decision set aside or vary such fine, compensation or costs order, the fine, compensation or costs will be payable within 30 days after the date of the Appeal Panel's decision); and all other sanctions imposed by the Disciplinary Panel, including suspensions, will remain in full force and effect pending determination of the appeal (for the avoidance of doubt, if the sanction imposed by the Disciplinary Panel included a suspension that has been served in full prior to the

time that the appeal is heard, the Covered Person will be eligible to return immediately after the expiry of the suspension).

The Appeal Panel may after hearing all the evidence either give its decision at the conclusion of the hearing or subsequently as it shall consider appropriate. In either case its decision shall be conveyed to the PGAET and the Covered Person in writing and with written reasons as soon as reasonably practicable following the conclusion of the hearing.

In arriving at its decision the Appeal Panel may either uphold the decision of the Disciplinary Panel and disallow the appeal, or it may allow the appeal in whole or in part, or it may remit the matter for rehearing. The Appeal Panel may in its absolute discretion reduce, increase or otherwise vary any sanction imposed by the Disciplinary Panel. The Appeal Panel may determine the appeal by majority decision. A decision of the Appeal Panel will be final and binding on the PGAET and the Covered Person concerned.

**f) Costs**

Any costs incurred by the Covered Person in relation to the preparation for an attending a hearing before a Disciplinary Panel or an Appeal Panel, as well as any costs arising in connection with the attendance of any witnesses requested by the Covered Person at any such hearing, will be borne by the Covered Person unless otherwise agreed in writing in advance by the PGAET. Notwithstanding the foregoing or that it will not ordinarily be the case that the Disciplinary Panel or Appeal Panel makes a costs award, the Disciplinary Panel and/or the Appeal Panel may in its absolute discretion award costs to a successful Covered Person out of the PGAET's funds (although the Disciplinary Panel or Appeal Panel should take into account the PGAET's regulatory responsibility to bring cases in the best interests of the sport) or award costs to the PGAET to be paid by the unsuccessful Covered Person in such amount and on such terms as it considered appropriate. A costs award may be considered appropriate in instances where:

- i. the unsuccessful party to an appeal has acted unreasonably in connection with the appeal;
- ii. an appeal was frivolous; and/or
- iii. it is reasonable in the circumstances to do so.

**g) Enforcement of Payment**

Any fines and/or costs imposed on a Covered Person by the Head of Integrity, Disciplinary Panel sitting as an appellant body, the Disciplinary Panel or the Appeal Panel shall be payable within the time stipulated (except that in the case of an appeal, the payment of any such fines and/or costs shall be suspended pending the hearing of that appeal) and in default of such payment on its due date the Member or Player shall be liable to immediate suspension or expulsion from the PGAET and/or suspended from participating in one or more PGAET Sanctioned Tournaments for a given period of time and the Related Person shall be liable to have his or her accreditation which permits the holder to access restricted areas at PGAET Sanctioned Tournaments suspended or removed.

**h) Variation**

The PGAET may amend the Disciplinary Procedure from time to time in its absolute discretion and any such amendments shall come into force on the date determined by the PGAET and notified to the Members and other Covered Persons in writing.

i) **Waiver of Minor Procedural Irregularities**

In the event that there is a breach of procedure by the PGAET, the Head of Integrity, the Disciplinary Panel or the Appeal Panel during the course of any disciplinary proceedings carried out pursuant to the Disciplinary Procedure, this shall not invalidate the proceedings (or any part of them) unless any such breach is so serious that the Covered Person's position is unfairly prejudiced by such procedural breach to the extent that it would not be possible for the Covered Person to be given a fair hearing.

j) **Governing Law**

The Disciplinary Procedure shall be governed by and construed in accordance with English law.

## 6. Exclusion of non-Covered Persons

The PGAET may at any time investigate the activities of non-Covered Persons that it reasonably believes may be a threat to the integrity of the sport on the basis of its objective and commitment to disrupt and prevent corrupt practices. The PGAET may issue an Exclusion Order against a non-Covered Person in instances where they have engaged in conduct that is contrary to the interests of the sport and their presence at PGAET Sanctioned Tournaments, or association with Covered Persons, is considered undesirable in the interests of the integrity of the sport. Such an assessment will usually be based on a non-Covered Person assisting, encouraging or acting in a manner contrary to the Policy.

If following investigation the Head of Integrity considers a person to have engaged in such conduct and pose such risk then the following process will be followed:

a) **Notice**

The PGAET will serve written notice to the non-Covered Person detailing:

- i. that the PGAET considers that following enquiries the non-Covered Person represents a threat to the integrity of the sport and an Exclusion Order is contemplated;
- ii. details of the alleged conduct;
- iii. consequences of exclusion;
- iv. an invitation to the non-Covered Person to provide a response in writing to the PGAET's allegation within a period of 21 days with details of whether the alleged conduct is disputed, if so then on what basis the alleged conduct is disputed, and a response to the proposed exclusion;
- v. an invitation for the non-Covered Person to agree to be bound by the Policy for the purpose of the disciplinary process, namely provide an opportunity for the non-Covered Person to have the matter considered in accordance with the Disciplinary Procedure;

vi. a link to this Policy.

**b) Service**

The notice will be deemed served according to Section 9. A failure to respond to the notice may be deemed as non-cooperation with the exclusion process.

**c) Response**

The response will be considered by the Head of Integrity. If the Head of Integrity considers the non-Covered Person to remain a threat to the integrity of the sport then the matter will be referred to the Chair of the Audit and Risk Committee to consider issuing an Exclusion Order save in circumstances where the non-Covered Person has agreed to be bound by the Policy, in which case the matter will revert to Section 5.

The Chair of the Audit and Risk Committee will review and determine whether an Exclusion Order is necessary to protect the integrity of the sport based on the facts supporting the notice and the non-Covered Person's response. Review and determination will be conducted on the papers.

If either the Head of Integrity or the Chair of the Audit and Risk Committee conclude that the non-Covered Person is not a threat to the integrity of the sport then the non-Covered Person will receive confirmation of no further action.

If the Chair of the Audit and Risk Committee concludes that the non-Covered Person is, on the balance of probabilities, a threat to the integrity of the sport then confirmation will be provided to the non-Covered Person together with a signed Exclusion Order. An Exclusion Order may run indefinitely or be subject to specified timeframes.

**d) Appeal**

A non-Covered Person issued with an Exclusion Order shall be entitled to appeal such decision to the Disciplinary Panel in accordance with the procedure at Section 5(b)(iii). A notice of appeal must:

- i. explain the basis for the appeal;
- ii. be made within 7 days of receipt of the Exclusion Order;
- iii. be accompanied by a deposit of £500;
- iv. state whether an oral hearing or decision on the papers is requested.

Whether the appeal is by way of oral hearing or on the papers will be solely at the discretion of the of the Disciplinary Panel chairperson. If the matter is to be determined on the papers then a Disciplinary Panel chairperson may act alone to determine the appeal.

A decision of the Disciplinary Panel acting as an appellate body is final and binding, and there shall be no further right of appeal.

**e) Review**

Notwithstanding a non-Covered Person's right to appeal an Exclusion Order, an Excluded

Person shall have the right to have the continuance of their Exclusion Order reviewed upon written request. The review will be conducted by the Chair of the Audit and Risk Committee. The Chair of the Audit and Risk Committee's decision will be based on submissions from the Excluded Person and the PGAET, the PGAET having a right of reply to review.

Other than in exceptional circumstances, an Excluded Person shall be entitled to apply for review no more than once every two years.

## 7. Additional Matters

- a) If any Regulation, rule or provision of this Policy is held invalid, unenforceable or illegal for any reason, by any court of competent jurisdiction, it shall be severed and the remaining provisions of the Policy shall continue in full force and effect.
- b) Except as otherwise stated in this Policy, failure to exercise or enforce any right conferred by this Policy shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

## 8. Confidentiality

The existence of proceedings pursuant to the procedures outlined in the PGAETIP, and all oral or written representations, submissions, evidence, documents and notices made/provided during the course of such proceedings, are confidential, save that the PGAET:

- i. is entitled to issue press releases and make comments (identifying, for example, the parties involved, the nature of the case, as well as the time, date and venue for a hearing);
- ii. will not ordinarily comment publicly on the specific facts of a pending case but will be entitled to do so, including in response to public comments attributed to a party or party's representative(s) and that will be without prejudice to any other action that may be taken by the PGAET;
- iii. is entitled to publish any Disciplinary Panel or Appeal Panel decision or summary of it or any other decision made pursuant to the Disciplinary Procedure after the relevant decision has been communicated to the parties;
- iv. is entitled, at its discretion (i.e., its under no obligation to do so, unless obliged to do so by applicable law) to disclose to third parties (including any relevant Member(s), other interested or affected persons, other sports governing bodies, statutory bodies and law enforcement agencies) information and/or materials regarding investigations, proceedings or matters in accordance with the PGAETIP (including any decision made pursuant to the Disciplinary Procedure) as necessary and/or appropriate, including in order to: (a) notify the third party of any decision and/or sanction; (b) enforce any such decision and/or sanction; (c) protect the integrity of the sport; and/or (d) protect the wellbeing of a participant or other person;
- v. shall maintain and keep up to date on its website the identity of any person subject to suspension, exclusion or ineligibility to hold accreditation, together with their nationality and period of sanction.

## 9. Service

Service of all documents, notices, letters and emails may be served by any means of post, electronic or digital communication to the person, or last known address or electronic or digital inbox, or personal service and/or oral communication. Service will be deemed served according to the following:

- i. in the case of oral or delivery by hand, service will be deemed within 1 hour of service.
- ii. in the case of any form of post (or other service that provides for next-day delivery), service will be deemed 72 hours after it was posted, left with, delivered to or collected by the relevant service provider. If that day falls on a Saturday, Sunday or public holiday (in the country of the recipient's last known address) then it shall be treated as being on the next business day;
- iii. in the case of any form of electronic or digital service, service will be deemed within 12 hours of sending.

## 10. Definitions and Interpretation

In this Policy the following words and expressions shall have the following meanings, unless the context otherwise requires:

Approved Person – means an individual appointed by the PGAET to make enquiries and investigate issues that arise under the PGAETIP.

Bet – means a wager of money or any other form of financial speculation or item of value, including any pay to play gaming (which for the avoidance of doubt shall include any pay to play Fantasy Game of the DP World Tour (or equivalent) that may exist from time to time).

Betting – means making, accepting, or laying a Bet and shall include activities commonly referred to as sports betting such a fixed and running odds, totalisator/toto games, live betting, betting exchange, spread betting and other games offered by sports betting operators.

Betting Operator – means any bookmaker, any pool betting operator, any organisation offering spread betting on golf or person to person betting exchanges on golf, any organisation offering a bet, and the employees of any such organisation.

Covered Person – means any Member, Player, Related Personnel, and/or Employee of the PGAET (as the context so requires); or body corporate, its representatives or person who otherwise agrees to be bound by the PGAETIP/Policy.

Demand – means a formal written demand for information issued by the PGAET.

Disciplinary Procedure – means the disciplinary procedures set out in Section 5.

Education Course – means the education and training programmes relating to Integrity in Golf as directed by PGAET from time to time.

Employees of the PGAET – means any individual who is employed by or contracted to provide personal services to the PGAET.



Event – means any part of a golf tournament or other golf competition however where relevant excludes practice days and pre-tournament pro-ams.

Exclusion Order – means an order issued by the PGAET that prohibits a person’s involvement in and access to PGAET Sanctioned Tournaments.

Excluded Person – means a person subject to the terms of an Exclusion Order.

IBIS – means the International Betting Intelligence System.

IGF – means the International Golf Federation, being the international federation recognised by the IOC as the world governing body for golf.

Integrity in Golf – means the quality of preserving an honest test of skill and ability by promoting professional values and behaviour both on and off the golf course.

Investigation Unit – means an external investigative unit to be appointed by the Head of Integrity to investigate potential breaches of the Regulations.

IOC – means the International Olympic Committee.

Members – means the members of the PGAET from time to time.

Other Player - means any other golfer who participates in any professional or elite amateur golf Event anywhere in the world.

PGAET or DP World Tour – means the PGA European Tour, being the international federation that oversees the administration of the DP World Tour, the Challenge Tour and the Legends Tour.

PGAET Sanctioned Tournament – includes any tournament (including any co-sanctioned tournament) that features on the schedules of the DP World Tour, the Legends Tour or the Challenge Tour and additionally includes the Ryder Cup.

PGAETIP – means the PGA European Tour Integrity Programme. The PGAETIP will include three elements: the ETIP Blueprint Document, the PGAETIP Policy Document and the PGAETIP Education Programme.

Players – means any individual golfer participating in a PGAET Sanctioned Tournament.

Policy – means this PGA European Tour Integrity Programme Policy Document.

Recognised Integrity Policy – means an integrity policy from an outside jurisdiction that is recognised by the PGAET as appropriately protective.

Regulations – means the regulations set out in all parts of Section 3 of the Policy.

Related Personnel – means any individual who is associated with a Member or Player including a Member or Player’s manager, agent, caddie, coach, physio, spouse, partner, back room staff, personal sponsor or any other person (including a family member) who receives accreditation for a PGAET Sanctioned Tournament.

### **Interpretation**

- a) Headings used in this Policy are for convenience only and shall not be deemed part of the substance of this Policy or to affect in any way the language of the provisions to which they refer.
- b) Words in the singular include the plural and vice versa.
- c) Reference to “including” and similar words are not words of limitation.
- d) Words importing a gender include any other gender.
- e) A reference to a Section is a reference to a Section or sub-Section of this Policy.

# Anti-Doping Policy

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2023

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All Players participating in Approved Tournaments shall be subject to the terms and conditions of the European Tour Anti-Doping Policy (DP World Tour Anti-Doping Policy)



## EUROPEAN TOUR ANTI-DOPING POLICY & DEFINITIONS

### A. Introduction

The PGA EUROPEAN TOUR has developed this Anti-Doping Policy (the “Policy”) to protect the integrity that is inherent in the sport of golf, and to ensure the health and safety of all *Players*. Doping is contrary to the spirit of fair competition that has always been a part of golf. This Policy is based on approved International Anti-Doping Standards, tailored to the sport of golf. The PGA EUROPEAN TOUR is committed to educating *Players* on the harms associated with doping substances and the consequences of violating this Policy. The Policy will be administered by the PGA EUROPEAN TOUR Anti-Doping Programme Administrator (the “Anti-Doping Programme Administrator”), with the assistance of PGA EUROPEAN TOUR staff and external legal, medical, and scientific experts. *Italicised words in this Policy have the meanings set forth in the Definitions section.*

***In support of this Policy, PGA European Tour shall promote education of Players and Support Personnel to raise awareness, provide accurate information and develop sound decision-making to prevent intentional or inadvertent Anti-Doping Rule Violations and other breaches of the Anti-Doping or Integrity Policies.***

### B. Policy Application

By virtue of membership, all *Players* who are members of the DP World Tour, Legends Tour or Challenge Tour agree to comply with and be bound by the terms of the Policy. Any *Player* who participates in a PGA EUROPEAN TOUR co-sponsored, approved or coordinated tournament agrees as a condition of participation to comply with and be bound by the terms of the Policy. This Policy also applies to *Player Support Persons, Other Persons and Related Personnel*.

The PGA European Tour has appointed a person with primary responsibility for the management of the Anti-Doping Policy (The Anti-Doping Administrator). In relation to an alleged breach, the Anti-Doping Administrator shall be responsible for ensuring that an investigation is conducted, and where applicable, disciplinary procedures are followed and implemented.

### C. Jurisdiction

The PGA EUROPEAN TOUR retains jurisdiction to bring Anti-Doping Rule Violation cases against retired *Players* or *Players* who are not members on account of an Anti-Doping Rule Violation which occurred while a *Player* was a member or while a *Player* was participating in a PGA EUROPEAN TOUR co-sponsored, approved or coordinated tournament. Actions may be commenced under this Policy against any player or other *Person* for an *Anti-Doping Rule Violation* contained in this Policy within **10 years** from the date the *Anti-Doping Rule Violation* occurred. Any application for Qualifying School for participation from a player currently under suspension following an Anti-Doping Rule Violation found proven via another governing body will not be accepted.

### D. Prohibited Conduct

The following conduct constitutes an Anti-Doping Rule Violation under the Policy:

#### **1. Presence of a Prohibited Substance or its Metabolites or Markers in a Player's sample.**

a. It is each *Player's* personal duty to ensure that no Prohibited Substance enters his body and that no Prohibited Method is used. *Players* are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their samples. Accordingly, it is not necessary that intent, fault, negligence or knowing *Use* on the *Player's* part be demonstrated in order to establish an Anti-Doping Rule Violation under Section D (1).

b. Sufficient proof of an Anti-Doping Rule Violation under Section D(1) is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in a *Player's* A Sample where the *Player* waives analysis of the B Sample and the B Sample is not analysed; or where the B Sample is analysed and the analysis of the B Sample confirms the presence of the Prohibited

Substance or its Metabolites or Markers found in the *Player's* A sample; or where the *Player's* A or B Sample is split into two (2) parts and the analysis of the confirmation of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the *Player* waives analysis of the confirmation part of the split Sample.

c. Excepting those substances for which a Decision Limit (quantitative reporting threshold) is specifically identified in the PGA EUROPEAN TOUR Prohibited List or a WADA Technical Document, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a *Player's* sample shall constitute an Anti-Doping Rule Violation.

d. As an exception to the general rule of Section D(1)(c), the PGA EUROPEAN TOUR Prohibited List may establish special criteria for reporting or the evaluation of certain Prohibited Substances, or rely upon relevant International Standards or Technical Documents for reporting of Atypical Findings which may be further investigated.

## **2. Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method.**

It is each *Player's* personal duty to ensure that no Prohibited Substance enters their body and that no Prohibited Method is Used. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use be demonstrated in order to establish an Anti-Doping Rule Violation for the Use of a Prohibited Substance or a Prohibited Method.

The success or failure of the Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an Anti-Doping rule violation to be committed.

## **3. Evading, Refusing or Failing to Submit to Sample Collection by a Player**

Evading sample collection; or refusing or failing to submit to Sample Collection without compelling justification after notification by a duly authorised person.

**4. Tampering, or Attempted Tampering, with any part of Doping Control by a Player or Player Support Person** which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, intentionally interfering or attempting to interfere with a Doping Control official, providing fraudulent information to the PGA European Tour or intimidating or attempting to intimidate a potential witness.

**5. Possession, by a Player, of any Prohibited Substance or Prohibited Method**, unless the *Player* establishes that the Possession is pursuant to a therapeutic use exemption granted in accordance with Section F (Therapeutic Use Exemptions) or other acceptable justification.

## **6. Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method.**

## **7. Administration or Attempted administration to any Player of any Prohibited Substance or Prohibited Method.**

**8. Complicity**; assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity involving an Anti-Doping Rule Violation or Attempted Anti-Doping Rule Violation by a *Player* or *Player Support Person*, or *Other Persons or Related Personnel*; or a *Player's* violation of a period of ineligibility imposed by the PGA European Tour.

## **9. Prohibited Association**

9.1 Association by a *Player* who is subject to the authority of the PGA European Tour in a professional or sport-related capacity with any *Player Support Person* who:

a. If subject to the authority of the PGA European Tour (or an Anti-Doping Organization), is serving a period of *Ineligibility*; or

b. If not subject to the authority of the PGA European Tour (or an Anti-Doping Organization) and where *Ineligibility* has not been addressed in a results management process pursuant to an Anti-Doping Policy, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if Anti-Doping Policy compliant rules had been applicable to such *Person*. The disqualifying status of such *Person* shall be in force for the longer of six

years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or

c. Is serving as a front or intermediary for an individual described in Section D (10.1 or 10.2).

- 9.2 To establish a violation of Section 10.1, the European Tour must establish that the *Player* knew of the *Player Support Person's* disqualifying status. The burden shall be on the *Player* to establish that any association with *Player Support Personnel* described in this Section is not in a professional or sport-related capacity and/or that such association could not have been reasonably avoided. The European Tour, aware of *Player Support Personnel* who meet the criteria described in this Section, may advise the World Golf Foundation, International Golf Federation or any of its members of that information.

## 10. **Whistle-blower Protection:**

acts by a *Player* or Other Person to Discourage or Retaliate against Reporting to Authorities

a. Any act which threatens or seeks to intimidate another Person with the intent of discouraging the Person from the good-faith reporting of information that relates to an alleged Anti-Doping Rule Violation, Drugs of Abuse Violation, or any other doping activity to the European Tour, law enforcement, or a professional disciplinary body.

b. Retaliation against a Person who, in good-faith, has provided evidence or information that relates to an alleged Anti-Doping Rule Violation or other doping activity, to the European Tour, law enforcement, or a professional disciplinary body.

For the purposes of Section 11, retaliation, threatening and intimidation include an act taken against such Person either because the act lacks a good faith basis or is a disproportionate response.

## **E. Prohibited Substances and Prohibited Methods**

The PGA EUROPEAN TOUR shall publish a PGA EUROPEAN TOUR Prohibited List which identifies substances and methods prohibited under the Policy. Prohibited Substances and Prohibited Methods may be included in the PGA European Tour Prohibited List by general category (e.g., anabolic agents) or by specific reference to a particular substances or method. The PGA EUROPEAN TOUR has the right to amend the PGA EUROPEAN TOUR Prohibited List from time to time. If the PGA EUROPEAN TOUR Prohibited List is amended, unless the PGA EUROPEAN TOUR decides otherwise, the portion so amended will go into effect three months (90 days) after publication.

The PGA European Tour's determination of the Prohibited Substances and Prohibited Methods that will be included in the PGA European Tour Prohibited List and the classification of substances into categories on the PGA European Tour Prohibited List is final and shall not be subject to challenge by a *Player*.

The PGA EUROPEAN TOUR may also establish a PGA EUROPEAN TOUR Monitoring List of substances and methods which are not currently prohibited but which laboratories will be asked to identify in analysing samples so that the PGA EUROPEAN TOUR can evaluate whether those substances or methods are being abused. Laboratory results of samples pertaining to substances on the PGA EUROPEAN TOUR Monitoring List shall be reported anonymously. The presence of a monitored substance in a *Player's* system is not a violation under the Policy.

## **F. Therapeutic Use Exemptions ("TUEs")**

*Players* may be granted a TUE for the use of a *Prohibited Substance* and/or *Prohibited Method* if (and only if), on the balance of probabilities, the following four criteria are fulfilled:

1. The *Prohibited Substance* or *Prohibited Method* in question is needed to treat a diagnosed medical condition supported by clinical evidence;<sup>1</sup> and
2. The therapeutic use of the Prohibited Substance or Prohibited Method will not, on the balance of probabilities, produce any additional enhancement of performance beyond what might be anticipated by a return to the Player's normal state of health following the treatment of a legitimate medical condition<sup>2</sup>; and
3. The Prohibited Substance or Prohibited Method is an indicated treatment for the medical condition, and there is no reasonable therapeutic alternative<sup>3</sup>; and
4. The necessity for the use of the otherwise Prohibited Substance or Prohibited Method is not a consequence, wholly or in part, of a prior use (without a TUE) of any substance or method which was prohibited at the time of such use. .

A TUE can only be granted if all four criteria are fulfilled.

An application (including all requested medical information) for a TUE shall be made to the PGA EUROPEAN TOUR at least **thirty (30) days prior** to participation in the PGA EUROPEAN TOUR co-sponsored, approved or coordinated tournament for which the TUE is sought, unless it is an emergency or exceptional situation.

A Retroactive TUE may be applied for if any of the following apply

- a. Emergency or urgent treatment was necessary.
- b. Exceptional circumstances prevented the Player from submitting a TUE application prior to *Sample* collection (The Player is required to explain the exceptional circumstances that prevented a prospective TUE application)
- c. The Player has prepared a *Medical File* to submit as a TUE application, for a medically justified and specified treatment which is permitted under the TUE Policy.

The application will be considered by an independent TUE Committee appointed and administered by the PGA EUROPEAN TOUR, who may seek the guidance of additional specialists as appropriate from an established list of medical experts<sup>4</sup>.

A *Player* whose TUE application is denied by the TUE Committee may appeal the denial to a TUE Appeal Committee by submitting a written appeal to the PGA EUROPEAN TOUR within fourteen (14) days of the date of Notification of the denial. In considering the appeal, the TUE Appeal Committee may consult with additional medical advisors and may require the Player to submit additional information. Within thirty (30) days of receiving the TUE appeal, the PGA EUROPEAN TOUR will advise the *Player* of the TUE Appeal Committee's decision either confirming the denial of the TUE or granting the TUE. The TUE Appeal Committee's decision on the TUE is final and binding.

Prior to a TUE being granted, a *Player* who uses a substance on the PGA EUROPEAN TOUR Prohibited List does so at his own risk of a TUE denial, potentially resulting in a violation under the Policy. The PGA European Tour may recognise TUEs granted by other golf organisations provided the exemption was granted in a manner consistent with the PGA European Tour's Policy.

The presence of a Prohibited Substance or its Metabolites or Markers, Use or Attempted Use of a Prohibited Substance or Prohibited Method, Possession of a Prohibited Substance or Prohibited Method or administration of a Prohibited Substance or Prohibited Method consistent with the provisions of an applicable TUE shall not be considered an Anti-Doping Rule Violation.

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<sup>1</sup> The Use of the Prohibited Substance or Prohibited Method may be part of a necessary diagnostic investigation rather than a treatment per se.

<sup>2</sup> A Player's normal state of health will be determined on an individual basis. A normal state of health for a specific Player is their state of health but for the medical condition for which the Player is seeking the TUE.

<sup>3</sup> The Physician must explain why the treatment chosen was the most appropriate, e.g., based on experience, side-effect profiles or other medical justifications, including, where applicable, geographically specific medical practice, and the ability to access the medication. Further, it is not always necessary to try and fail alternatives before using the Prohibited Substance or Prohibited Method.

<sup>4</sup> European Tour has established an independent Therapeutic Use Exemption Committee (TUEC) to consider applications for the grant or recognition of TUEs, consistent with the relevant international standard as outlined in PGAET TUE Policy

## G. Sample Collection and Analysis

The PGA EUROPEAN TOUR, and third parties authorised by the PGA EUROPEAN TOUR, may collect a urine and/or blood sample from any *Player* covered by the Policy with or without notice at any time or place. Target Testing may be directed by the Anti-Doping Programme Administrator. Testing at golf tournaments shall take full account of tournament conditions.

The PGA EUROPEAN TOUR has the right to require that *Players* provide their whereabouts to permit testing at any time. Once collected, all samples become the property of the PGA EUROPEAN TOUR.

For purposes of violations of Section D (1) of the Policy, samples shall be analysed only in Approved Laboratories. The choice of the laboratory used for sample analysis shall be determined exclusively by the PGA EUROPEAN TOUR.

Samples shall be analysed to detect Prohibited Substances and Prohibited Methods identified on the PGA EUROPEAN TOUR Prohibited List, and on the PGA, EUROPEAN TOUR Monitoring List or to assist the PGA EUROPEAN TOUR in profiling relevant parameters in a *Player's* urine and/or blood for Anti-Doping purposes. A sample may be reanalysed at any time at the direction of the Anti-Doping Programme Administrator. PGA European Tour may use analytical data from a Doping Control test to monitor eligibility rules. No sample may be used for any other purpose without the *Player's* written consent. Samples used for research shall have any means of identification removed such that they cannot be traced back to a particular *Player*.

Approved Laboratories shall analyse samples and report results in conformance with the International Standard for Laboratories or otherwise as provided in the PGA EUROPEAN TOUR Prohibited List, PGA EUROPEAN TOUR Monitoring List or as directed by the PGA EUROPEAN TOUR. If, at any stage, any question or issue arises in relation to a sample, the laboratory may at the PGA EUROPEAN TOUR's request conduct any further or other tests necessary to clarify the question or issue so raised and such tests may be relied upon by the PGA EUROPEAN TOUR when deciding whether an Anti-Doping Rule Violation may have been committed.

## H. Results Management

1. Unless otherwise agreed, the PGA ET is responsible for results management of its members and tournament participants. Upon receipt of a laboratory report showing **no Adverse Analytical Finding (AAF)** under the Policy, the PGA EUROPEAN TOUR Anti-Doping Programme Administrator will promptly notify the *Player* of the result.

2. Upon receipt of a laboratory report indicating an **Adverse Analytical Finding**, the Anti-Doping Programme Administrator will conduct an expedited review, (with designated independent experts if appropriate), to determine whether an applicable TUE has been granted or whether there is any apparent departure from the International Standard for Testing or International Standard for Laboratories that could reasonably have caused the Adverse Analytical Finding. If that review does not reveal an applicable TUE, or Medical File which is subsequently accepted as explaining the AAF, or departure from the International Standards, the Anti-Doping Programme Administrator shall promptly Notify the *Player* of the Adverse Analytical Finding and the date on which the laboratory will conduct the analysis of the B sample or a split sample for the purpose of confirmation. Analysis of the B or split sample may be delayed, at the Anti-Doping Programme Administrator's discretion, if the *Player* promptly submits a retroactive TUE application or Medical File for review. The *Player* may attend the B (or split) sample analysis accompanied by a representative, or may have a representative appear on his behalf at the *Player's* expense. The *Player* may also waive analysis of the B (or split) sample. The *Player* must notify the Anti-Doping Programme Administrator within two (2) business days whether he will attend the B sample analysis. If the *Player* waives the B or split sample analysis, the PGA EUROPEAN TOUR may nevertheless proceed to have the B or split sample analysed if it considers that such analysis will be relevant to consideration of the *Player's* case. Upon receipt of the laboratory's B or split sample analytical report, the Anti-Doping Programme Administrator shall promptly Notify the *Player* of the result. If the B or split sample analysis confirms the Adverse Analytical Finding, the Anti-Doping Programme Administrator shall provide with the *Player* the applicable laboratory documentation.



3. Upon receipt of a laboratory report indicating an *Atypical Finding* or *Atypical Passport Finding*, the Anti-Doping Programme Administrator shall conduct any follow-up investigation which may be appropriate.

4. If the PGA EUROPEAN TOUR becomes aware of any conduct by a Player or other Person, consistent with a breach of this Policy, the Anti-Doping Programme Administrator shall conduct any follow-up investigation which may be appropriate to determine, on the balance of probabilities to proceed with disciplinary action.

5. At such time as the Anti-Doping Programme Administrator determines that a *Player*<sup>5</sup> may have committed an Anti-Doping Rule Violation, the *Player* shall be Notified of the potential violation. The *Player* shall have seven (7) calendar days from such Notice to provide a written explanation to the Anti-Doping Programme Administrator. The Anti-Doping Programme Administrator will consider any information submitted by the *Player* and shall then decide whether to go forward with an Anti-Doping Rule Violation against the *Player*. If the Anti-Doping Programme Administrator's decision is to go forward with an Anti-Doping rule violation, the *Player* shall be Notified of the Anti-Doping Rule Violation with which he is charged and of the applicable sanctions (or range of sanctions) for such violation in accordance with Section K below.

6. In a case involving an Illicit and Recreational Drug/Substance of Abuse, the Anti-Doping Programme Administrator may decide, rather than referring the case to discipline, to recommend that the *Player* undergo at his own expense a programme of assessment, counselling, treatment or rehabilitation. If the *Player* refuses to undergo, or subsequently fails to complete, the recommended programme, the Anti-Doping Programme Administrator shall decide whether to issue the *Player* with Notice of an Anti-Doping Rule Violation as if no period of assessment, counselling, treatment or rehabilitation has taken place. Decisions regarding Illicit and Recreational Drug/Substance of Abuse may be appealed through the Independent Tribunal process set out in Section I.

7. Every *Player* shall be entitled to a hearing before the Independent Tribunal before any liability or sanction is determined under this Policy, unless he has waived (or is deemed to have waived) his right to a hearing pursuant to Sections H (8) and/or H (9) below (as applicable).

8. Within seven (7) calendar days of Notification of the Anti-Doping Rule Violation with which he is charged, the *Player* shall notify the Anti-Doping Programme Administrator in writing if he wishes to contest the Anti-Doping Rule Violation at a hearing. If the Anti-Doping Rule Violation is contested by the *Player*, a hearing shall be conducted by the Independent Tribunal in accordance with Section J below. If the *Player* fails to notify the Anti-Doping Programme Administrator of his wish to contest the Anti-Doping Rule Violation at a hearing within the designated time, he will be deemed to have waived his right to a hearing and to have accepted the Anti-Doping Rule Violation. The Anti-Doping Programme Administrator shall notify this fact to the *Player* in writing within a further seven (7) calendar days.

9. If the *Player* accepts the Anti-Doping Rule Violation with which he has been charged (or is deemed to have accepted the Anti-Doping Rule Violation in accordance with Section H(8) above) and also accepts the sanction proposed by the European Tour, the Anti-Doping Programme Administrator will issue a written reasoned decision<sup>6</sup> confirming the commission of the Anti-Doping Rule Violation and the sanction imposed (subject to Section M below).

10. If the *Player* accepts the Anti-Doping Rule Violation with which he has been charged (or is deemed to have accepted the Anti-Doping Rule Violation in accordance with Section H (8) above), but does not accept the sanction proposed by the European Tour, the Anti-Doping Programme Administrator will automatically refer the *Player's* case to the Independent Tribunal for a determination on the issue of sanction only. Such determination may be reached on the basis of written submissions without the need for a hearing (unless the *Player* requests a hearing in writing by the deadline stipulated by the Anti-Doping Programme Administrator). The European Tour may elect to have the B sample analysed at their own cost.

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<sup>5</sup> Or where this applies, Other Person or Related Personnel under the jurisdiction of the PGA European Tour.

<sup>6</sup> The written reasoned decision shall be known as a **Results Management Agreement** (RMA), which may recognise prompt admission, taking account of the seriousness of the violation. Discussions to agree the RMA shall be without prejudice to the parties.

## I. Hearings before the Independent Tribunal

1. All hearings shall be conducted before an Independent Tribunal which will sit at the *Player's* election either as a sole arbitrator or as a panel of three (3) arbitrators. The Independent Tribunal shall be formed by selection (within two days) of a sole arbitrator by the *Player*, or an arbitrator selected each by the *Player* and by the European Tour Chief Executive. The selected arbitrators shall then nominate an Independent Chair from the Independent Panel of Arbitrators held by the Anti-Doping Programme Administrator and Notice of the formation shall be sent to the *Player*. The *EUROPEAN TOUR's* Anti-Doping Administrator shall refer the following matters for determination by the *Independent Tribunal*:

- a. A charge that one or more *Anti-Doping Rule Violations* has been committed. Where such charge is upheld or admitted the *Independent Tribunal* will determine what consequences (if any) should be imposed, in accordance with and pursuant to **Section E** Prohibited Substances and Prohibited Methods and **Section K** Sanctions.
- b. An application that a Provisional Suspension not be imposed (or be lifted), pursuant to **Section L** (Provisional Suspension).

and *Notice* of the referral shall be sent to the player.

2. Within seven (7) calendar days of the Independent Tribunal being formed, the sole arbitrator or Chair of the panel will convene a meeting of the *Player* (either in person or by telephone):

- a. to fix a date for the hearing (which shall be within forty-five calendar (45) days of the Notice set forth in Section H (5) above unless such period is extended by the Independent Tribunal for good cause);
- b. to fix a timetable for the submission of written evidence in advance of the hearing;
- c. to make such other procedural directions or decide such other issues as may be considered necessary; and
- d. where relevant, to determine, at the PGA EUROPEAN TOUR's request, the provisional suspension of the *Player* pending the outcome of the hearing.

3. Hearings shall be held at a location designated by agreement between the parties and Independent Tribunal and Notified to the *Player*. Hearings shall be conducted in English unless the parties agree otherwise. Each party has the right to be represented before the Independent Tribunal by legal counsel and, where necessary, by an interpreter (at his or its own expense). Hearing proceedings before the Independent Tribunal shall not be held in public, unless at the request of the *Player*.

4. The procedure to be followed shall be at the discretion of the Independent Tribunal provided that the hearing is conducted in a fair manner and that each party is afforded a reasonable opportunity to present evidence (including the right to call and to question witnesses), to address the Independent Tribunal and generally to present his or its case. All parties shall instruct witnesses or potential witnesses to keep the matter confidential. Where appropriate the Independent Tribunal shall request the assistance of expert witnesses to the Tribunal.

5. The PGA EUROPEAN TOUR shall have the burden of establishing to the comfortable satisfaction of the Hearing Panel<sup>7</sup> that an Anti-Doping Rule Violation has occurred. Facts related to Anti-Doping Rule Violations may be established by any reliable means including, but not limited to, admissions, witness statements, documentary evidence, or conclusions drawn from longitudinal profiling or other analytical information which does not otherwise satisfy all the requirements to establish a violation for Section D (1). Where the burden of proof is placed on the *Player* to rebut a presumption or to establish specified facts or circumstances, the standard of proof shall be by a balance of probability. No discovery shall be permitted for any hearing under this section other than as specified below.

- i. In support of an Adverse Finding or Atypical Finding, laboratory documentation shall be consistent with the International Standard for Laboratories

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<sup>7</sup> This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond reasonable doubt.

- ii. For decisions involving Therapeutic Use Exemptions, a file of all documents considered by the TUE Committee with the timeline of the process shall be required.

The following presumptions shall be applicable:

- a. Analytical methods or decision limits approved by WADA, after appropriate consultation within the relevant scientific community and which have been the subject of peer review, are presumed to be scientifically valid. Either party may seek to rebut the presumption of scientific validity. Approved Laboratories are presumed to have conducted sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The *Player* may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding.
- b. Departures from an International Anti-Doping Standard or other Anti-Doping rule or policy which did not cause an Adverse Analytical Finding or other Anti-Doping Rule Violation shall not invalidate such results. If the *Player* establishes that a departure from the International Standard for Laboratories or other anti-doping rule or policy which could reasonably have caused the Adverse Analytical Finding occurred, then the PGA EUROPEAN TOUR shall have the burden to establish that such departure did not cause the Adverse Analytical Finding or the factual basis for the Anti-Doping Rule Violation.
- c. The hearing panel may draw an inference adverse to a *Player* if the *Player* refuses, after a request made a reasonable time in advance of the hearing, to appear at the hearing and to answer questions from the PGA European Tour or the hearing panel.

6. Once the evidence has been heard and the parties have completed their respective submissions, the Independent Tribunal shall reach a decision as soon as reasonably practicable and, in any event, within 15 days of the date of the hearing (unless exceptional circumstances render this impossible). Where the decision is that an Anti-Doping Rule Violation has been committed, or where the case has been referred to the Independent Tribunal for the determination of sanction only, the Independent Tribunal shall determine the applicable sanction(s) for the Anti-Doping Rule Violation in accordance with the range of sanctions set out in Section K below. In applying the sanctions in Section K in a particular case, the Independent Tribunal may, except for cases involving Illicit and Recreational Drugs/Substances of Abuse, look for guidance to International Anti-Doping Standards. The *Independent Tribunal* shall provide its written decision to both the *Player* and the *EUROPEAN TOUR*. Each of the parties shall be responsible for the availability of their respective witnesses and shall bear its own costs, legal, expert or otherwise. The *Independent Tribunal* shall not have power to order any other party to pay such costs. The *EUROPEAN TOUR* shall meet the costs of convening the *Independent Tribunal*.

7. In the case where the *Player* admits the violation but contests the sanction applicable, the *Player* shall have the burden of establishing that the sanction proposed by the Tour is disproportionate to the violation. The Hearing Panel may increase the sanction(s) if new facts are established during the hearing that would have caused the European Tour to impose a different and/or more significant sanction.

8. Facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which are not the subject of a pending appeal shall be irrefutable evidence against the *Player* or Other Person to whom the decision pertained of those facts unless the *Player* or Other Person establishes that the decision violated principles of natural justice.

9. Management for an investigation of an Anti-Doping Rule Violation by Other Persons under the jurisdiction of the European Tour shall follow the procedural principles set out above.

## **J. Decision of the Independent Tribunal Final**

The majority decision of the Independent Tribunal shall be the full, final and complete disposition of the *Player's* case and shall be binding on both the PGA EUROPEAN TOUR and the *Player*. If the decision is that an Anti-Doping Rule Violation has been committed, the decision shall be published in accordance with the provisions of Section M below.

Each party is responsible for its own costs and legal fees.

## **K. Sanctions**

Sanctions on *Players* may include:

1. Disqualification, including loss of results, points, and prize money from the date the Anti-Doping Rule Violation was found to occur forward.
2. Ineligibility to participate in PGA EUROPEAN TOUR competitions or other activities.
  - a. The applicable period of Ineligibility for a first Anti-Doping Rule Violation under the Policy, other than for Illicit and Recreational Drugs/Substances of Abuse, shall be up to one-year Ineligibility except in cases involving Trafficking, administration, or Aggravating Circumstances, where the sanction may be up to permanent Ineligibility.
  - b. The applicable period of Ineligibility for a second Anti-Doping Rule Violation under the Policy, other than for Illicit and Recreational Drugs/Substances of Abuse, shall be up to five (5) years Ineligibility except in cases involving Trafficking, administration, or Aggravating Circumstances, where the sanction may be up to permanent Ineligibility.
  - c. The applicable period of Ineligibility for a third Anti-Doping Rule Violation under the Policy, other than Illicit and Recreational Drugs/Substances of Abuse, shall be up to a permanent Ineligibility.
  - d. The applicable period of ineligibility for cases involving violations of Sections D (6) to D (8), and/or Aggravating Circumstances shall be up to and including a permanent ban.
3. A Player committing an Anti-Doping Rule Violation under the Policy may also be subject to the imposition of a fine in an amount up to £250,000 (sterling).
4. Sanctions for Illicit and Recreational Drugs/Substances of Abuse may include a PGA EUROPEAN TOUR approved plan of treatment and rehabilitation to be conducted at the Player's expense, in addition to or in lieu of Ineligibility and fines.
5. Participation in activities that violate a sanction of Ineligibility may result in the imposition of a new period of Ineligibility up to twice the length of the original period of Ineligibility.

## **L. Provisional Suspension**

The PGA EUROPEAN TOUR's Anti-Doping Programme Administrator may in exceptional circumstances make an application to the Board of the PGAET to impose a Provisional Suspension from participation in PGAET Sanctioned Tournaments at any time after the PGAET has received an Adverse Analytical Finding or after the Anti-Doping Administrator has decided to move forward with an Anti-Doping Rule Violation and has so Notified the player as provided in Section H (5) above; or to suspend the accreditation of a Related Person or suspend of an employee pending the outcome of the investigations and/or disciplinary hearing or appeal process. The Board of the PGAET by simple majority will determine whether such application by the Anti-Doping Administrator is granted.

A Player may also voluntarily accept a Provisional Suspension. All periods of Provisional Suspension, whether voluntarily accepted or imposed by the PGA European Tour's Anti-Doping Programme Administrator, shall count against any period of Ineligibility ultimately imposed. If a Player is not Provisionally Suspended and chooses to continue participating in any tournaments pending the resolution of the case, then any prize money won by the Player shall be held in escrow pending the outcome of the case.

If a Player is not Provisionally Suspended after Notice provided in Section H (5), the Player may choose to continue participating in any tournaments pending the resolution of the case. However if

any period of Ineligibility is later upheld through the hearing process, then the prize money won by the Player at any time after the PGA EUROPEAN TOUR has received an Adverse Analytical Finding that may result in a finding of an Anti-Doping Rule Violation or after the Anti-Doping Administrator has decided that an Anti-Doping Rule Violation has been committed and so notified the Player as provided in Section H(5) above, must be returned to the PGA EUROPEAN TOUR by direct payment to the Tour within ten (10) days of the conclusion of the hearing process. If the Player fails to return all or any portion of this prize money within ten (10) days of the conclusion of the hearing process, the Player agrees that the PGA EUROPEAN TOUR may deduct all amounts due plus applicable interest from future prize money otherwise payable to the Player by the Tour until repaid in full. A Player may appeal the imposition of a Provisional Suspension to the Independent Tribunal as referred to in Section I.

## **M. Confidentiality and Reporting**

The PGA EUROPEAN TOUR will use all reasonable efforts to maintain the confidentiality of *Players* in all aspects of the Anti-Doping programme, except as provided in this Section M below. Personal data may be processed by third parties in subsequent reports to other Anti-Doping organisations. *Player* data will be limited to those within the golf tours who have an authorised need to know.

The PGA EUROPEAN TOUR will use its reasonable endeavours to ensure that persons under its control do not publicly disclose the identity of a *Player* whose sample has resulted in an Adverse Analytical Finding or who has been alleged to have committed an Anti-Doping rule violation until after the process described in Sections H and I have been completed.

At any time after a *Player* has received Notice as provided in Section H (5), however, the PGA EUROPEAN TOUR may advise the World Golf Foundation or any of its members of the pending case against the *Player* unless the *Player* agrees in advance not to participate in any tournaments of those organisations pending the resolution of the case.

The PGA EUROPEAN TOUR will only discuss the specifics of cases still pending under Sections H and I where to do so is appropriate, in response to public comments attributed to the *Player* or *Player's* representative.

In each case where a period of Ineligibility has been imposed or tournament results have been Disqualified, the PGA EUROPEAN TOUR will, at a minimum, publish the name of the *Player*, the Anti-Doping Rule Violation, and the sanction imposed. As an exception, the PGA EUROPEAN TOUR may decide not to publish information on cases involving Illicit and Recreational Drugs/Substances of Abuse.

The PGA EUROPEAN TOUR may publish statistical information about the Policy, including a list of occasions on which each *Player* has been tested.

## **N. Mutual Recognition of Decisions**

The PGA EUROPEAN TOUR may recognise and give effect to the Anti-Doping decisions of other golf organisations in all cases where those decisions would be equally appropriate under this Policy.

## **O. Release**

As a condition of membership or participation in PGA EUROPEAN TOUR co-sponsored, approved or coordinated tournaments, each *Player* hereby releases the PGA EUROPEAN TOUR, the PGA EUROPEAN TOUR's Chief Executive, the Anti-Doping Programme Administrator, and each director, officer, member, employee, agent or representative of any of the foregoing, jointly and severally, individually and in their official capacity, of and from any and all claims, demands, damages and causes of action whatsoever, in law or equity, in arising out of or in connection with any decision, act or omission arising under the Policy.

## **P. Governing Law, Appeal and Continuing Jurisdiction**

This Policy and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales. All disputes arising from this Policy shall be submitted to the exclusive jurisdiction of the courts of England and Wales. Actions may be commenced under this Policy against any *Player* or other Person for an Anti-Doping Rule Violation contained in this Policy within 10 years from the date the Anti-Doping Rule Violation occurred.

## Definitions

**Adverse Analytical Finding:** A report from a laboratory or other Approved Laboratory that, consistent with the International Standard for Laboratories and Technical Documents, identifies in a sample the presence of a PGA EUROPEAN TOUR Prohibited Substance or its Metabolites or Markers or evidence of the Use of a Prohibited Substance or Prohibited Method on the PGAET Prohibited List.

**Adverse Passport Finding:** A report identified as an Adverse Passport Finding as described in the applicable International Standards.

**Aggravating Circumstances:** Aggravating Circumstances are present when it is clear that the Player intentionally violated the PGA EUROPEAN TOUR Anti-Doping Programme. Examples of the types of evidence supporting a finding of Aggravating Circumstances could include: the Player committed the Anti-Doping rule violation as part of a doping plan or scheme, either individually or involving a conspiracy or common enterprise to commit Anti-Doping rule violations; the Player Used or Possessed multiple Prohibited Substances or Prohibited Methods or Used or Possessed a Prohibited Substance or Prohibited Method on multiple occasions; a normal individual would be likely to enjoy the performance-enhancing effects of the Anti-Doping rule violation(s) beyond the period of Ineligibility which might otherwise be applied, the Player engaged in deceptive or obstructing conduct to avoid the detection or adjudication of an Anti-Doping Rule Violation.

**Anti-Doping Rule Violation:** Prohibited conduct as set out in Section D of this Policy.

**Approved Laboratories:** Laboratories accredited by the World Anti-Doping Agency (WADA) or as otherwise approved by WADA or PGA EUROPEAN TOUR.

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

**Atypical Finding:** A report from a laboratory or other WADA or PGA EUROPEAN TOUR-approved entity which requires further investigation as provided by the International Standard for Laboratories or related Technical Documents prior to the determination of an Adverse Analytical Finding.

**Atypical Passport Finding:** A report described as an Atypical Passport Finding as described in the applicable International Standards.

**Disqualification:** The Player's results in a particular tournament(s) are invalidated, with all resulting consequences including forfeiture of any prize money and points.

**Doping Control:** All steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as sample collection and handling, laboratory analysis, therapeutic use exemptions, results management and hearings.

**Endogenous:** a substance, such as a hormone, that is produced or growing from within.

**Illicit and Recreational Drugs/Substances of Abuse:** The following substances which are normally associated with social abuse rather than athletic performance, including their Metabolites and D and L optical isomers where relevant, are prohibited:

*Natural (e.g. cannabis, hashish and marijuana) or synthetic delta 9-tetrahydrocannabinol (THC) and cannabimimetics (e.g. "Spice" (JWH018, JWH, HU,210); cocaine, methylenedioxyamphetamine (ecstasy), phencyclidine (PCP), dimethylamphetamine (DMA), benzylpiperazine (BZP), and amphetamine, methamphetamine (D-), methylenedioxyamphetamine, p-methylamphetamine, and the following narcotics: buprenorphine (Suboxone), dextromoramide, diamorphine (heroin), fentanyl (Fentora, Duragesic) and derivatives, hydromorphone (Dilaudid), meperidine (Demerol), methadone, morphine (Avinza, Kadian, MS Contin, MSIR), oxycodone (Percocet, Roxicet, Tylox), oxymorphone (Opana, OpanaER), pentazocine (Talwin, Talacen), pethidine.*

**Ineligibility:** No Player who has been declared Ineligible may, during the period of Ineligibility, participate in any capacity in a tournament or other activity of the PGA EUROPEAN TOUR, the International Golf Federation or any of its members, other than authorised Anti-Doping education or rehabilitation programmes.

**International Anti-Doping Standard:** A standard adopted by WADA in support of the World Anti-Doping Code as adopted by the PGA European Tour. Compliance with an International Anti-Doping Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Anti-Doping Standard were performed properly. International Anti-Doping Standards shall include any Technical Documents issued pursuant to the International Anti-Doping Standards.

**International Standard for Laboratories:** The International Anti-Doping Standard for sample analysis established by WADA tailored to the sport of golf.

**International Standard for Testing and Investigations:** The International Anti-Doping Standard for sample collection established by WADA tailored to the sport of golf.

**Marker:** A compound, group of compounds or biological parameters that indicates the Use of a Prohibited Substance or Prohibited Method.

**Medical File;** Player medical information as set out in the TUE Policy

**Metabolite:** Any substance produced by a biotransformation process.

**No Advance Notice:** A Doping Control which takes place with no advance warning to the Player and where the Player is continuously chaperoned from the moment of notification through sample provision.

**Notice:** Any Notification required by this Policy to be given to a Player shall be hand-delivered or sent to him via registered or certified mail, return receipt requested, to the address of the Player as shown in the records of the PGA EUROPEAN TOUR. Delivery to a member's locker at a tournament for which the Player has committed shall also constitute hand delivery under this section. Notice by registered or certified mail shall be effective as of the date of mailing.

**Player Support Person/Other Person/Related Personnel:** Any coach, trainer, manager, agent, caddie, team staff, official, medical, paramedical personnel, parent or any **Other Person** working with, treating or assisting a Player participating in or preparing for a *PGA EUROPEAN TOUR* sanctioned, sponsored, approved or coordinated tournament.

**PGA EUROPEAN TOUR Prohibited List:** The list identifying the Prohibited Substances and Prohibited Methods.

**PGA EUROPEAN TOUR Monitoring List:** The list identifying substances which are not prohibited but which laboratories may, as directed, seek to detect in Player samples and report anonymous results quarterly to the PGA EUROPEAN TOUR.

**Possession:** The actual, physical Possession, or the constructive Possession (which shall be found only if the Player has exclusive control over the Prohibited Substance/Method or the premises in which a Prohibited Substance/Method exists); provided, however, that if the Player does not have exclusive control over the Prohibited Substance/Method or the premises in which a Prohibited Substance/Method

exists, constructive Possession shall only be found if the Player knew about the presence of the Prohibited Substance/Method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping rule violation based solely on Possession if, prior to receiving Notification of any kind that the Player has committed an Anti-Doping Rule Violation, the Player has taken concrete action demonstrating that the Player never intended to have Possession and has renounced Possession by explicitly declaring it to the PGA EUROPEAN TOUR. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Player who makes the purchase.

**Prohibited Method:** Any method so described on the PGA EUROPEAN TOUR Prohibited List.

**Prohibited Substance:** Any substance so described on the PGA EUROPEAN TOUR Prohibited List.

**Provisional Suspension:** The Player is barred temporarily from participating in any tournament prior to the final decision in the matter.

**Tampering:** Conduct which subverts the Doping Control process but would otherwise be included in the definition of Prohibited Methods such as altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; or obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring. Tampering specifically includes, but is not limited to intentionally interfering or Attempting to interfere with a Doping Control official; or providing fraudulent information to the PGAET or its agents, or intimidating or Attempting to intimidate a potential witness.

**Target Testing:** Selection of Players for testing where specific Players are selected on a non-random basis for testing at a specified time.

**Trafficking:** Selling, giving, transporting, sending, delivering or distributing a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player to any third party without acceptable therapeutic justification.

**Use:** The utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.

**WADA:** The World Anti-Doping Agency





## **FURTHER INFORMATION - CONTACT**

### **EUROPEAN TOUR ANTI-DOPING ADMINISTRATOR**

Michele Verroken

M: +44 (0) 7785 326569

Email: [michele@sportingintegrity.com](mailto:michele@sportingintegrity.com) / [michele.verroken@consultant.europeantourgroup.com](mailto:michele.verroken@consultant.europeantourgroup.com)

### **EUROPEAN TOUR CHIEF MEDICAL OFFICER**

Dr Andrew Murray

M: +44 7791 303980

Email: [amurray@europeantour.com](mailto:amurray@europeantour.com)

### **EUROPEAN TOUR HEAD OF INTEGRITY**

Andrew Howell

M: +44 7879 437207

Email: [AHowell@europeantourgroup.com](mailto:AHowell@europeantourgroup.com)

### **EUROPEAN TOUR DIRECTOR OF OPERATIONS**

David Garland

M: +44 (0) 7899 940040

Email: [dgarland@europeantour.com](mailto:dgarland@europeantour.com)

### **PGA EUROPEAN TOUR**

Wentworth Drive  
Virginia Water  
Surrey GU25 4LX  
England

T : +44 (0) 1344 840400

F: +44 (0) 1344 840500

E: [info@europeantour.com](mailto:info@europeantour.com)

[www.europeantour.com](http://www.europeantour.com)



***“All Members, Players, Related Personnel and Employees of the PGA European Tour must act with honesty and sportsmanship at all times so that we represent the honour and dignity of fair play and preserve the recognised high standards associated with Integrity in Golf”.***

***For more information on the European Tour Integrity Policy:***

<https://www.europeantour.com/european-tour/news/articles/detail/the-european-tour-integrity-programme/>

**How to avoid breaching Integrity Regulations:**

- 1. Be SMART – Know the rules**
- 2. Be SAFE – Never bet on Golf**
- 3. Be CAREFUL – Never share inside information**
- 4. Be CLEAN – Never fix an outcome or event**
- 5. Be OPEN – Tell someone if you are approached**

***Making a disclosure in the public interest (Whistleblowing)***

<https://www.europeantour.com/european-tour/news/articles/detail/making-a-disclosure-in-the-public-interest-whistleblowing/>

**Anti-Doping is an important part of the Tour’s Integrity Programme**

***#protectingintegrityingolf***

This booklet prepared by Sporting Integrity for DP World Tour/PGA European Tour  
*Information contained within this booklet is subject to copyright*



## Confidential Helpline

**NO OBLIGATION, NO DEMANDS - JUST HELP WHEN YOU NEED IT**

The Confidential Helpline has been set up for Members of the European / Legends / Challenge Tours, their partners / wives and Members of the European Tour Caddies Association, who would like to talk to a professional counsellor and therapist in absolute confidence.

If you are struggling with a personal problem such as drink, drugs or gambling dependency, family issues, bereavement, depression or anything else that may be affecting your profession and your life in general, help is just a phone call away.

- Free confidential help and support when and where you need it.
- Experienced, professional counsellors and therapists and life coaches who understand the pressures of your profession.

The helpline doesn't have to be the first port of call. You could chat to European / Legends / Challenge Tour Medical staff or another employee / Member and be put directly in touch with help. The first call is just the start. As soon as your need is ascertained, face-to-face meetings close to your home will follow.

Don't delay making a call. There is no such thing as a time waster with this service.

This Confidential Helpline is set up specifically for the benefit of European / Legends / Challenge Tour Members, their partners / wives and Members of the European Tour Caddies Association and the PGA European Tour will fund up to three initial sessions as required.

**CALL THE CONFIDENTIAL HELPLINE ANY TIME ON:**

- 0844 800 6873 (Calls from the UK)
- +44 1373 858080 (Calls from outside the UK)

# DP WORLD TOUR CONTAINER COMPETITIONS

## TERMS AND CONDITIONS

### 1. Identity of the organiser

1.1. DP WORLD FZE, a company registered in United Arab Emirates, with D-U-N-S number 561406039 and registered office at FZA 17, Jebel Ali Free Zone PO Box 17000, Dubai (UAE) (“**DP World**”) is running a competition through physical donations named “DP WORLD TOUR GOLF CONTAINER COMPETITIONS” within 2023 DP World Tour season regarding DP World’s unique golf ball container. DP World is on a mission to collect and redistribute used, lost and unwanted golf balls to give them back to grassroots golf projects, in an effort to help grow the game of golf for everybody. Entrants will be eligible for winning different prizes (the “**Competitions**”).

1.2. The Competition will be governed by the following terms and conditions (the “**Terms and Conditions**”).

### 2. General aspects

## 2.1. Introduction and general structure

The Competitions will be run through physical donations means regarding the unique golf ball container (the “**Container**”):

a. a. The physical donation competition will encourage entrants to donate one or more golf balls, placing them into a the Container or collection unit which will then be placed into the Container throughout the 2023 DP World Tour season at the key events listed below. The final opportunity to donate a ball will take place on November 19, 2023 at the DP World Tour Championship in Dubai, United Arab Emirates. The Container will be visible at the following DP World tour events:

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### **Event**

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Hero Dubai Desert Classic in Dubai (United Arab Emirates)

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Korea Championship in Incheon (South Korea)

---

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## Event

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BMW International Open in Munich (Germany)

---

DP World Tour Championship in Dubai (UAE)

---

The Ryder Cup

Entrants will be able to enter this competition at the listed events through a tablet (or equivalent device) via a submission form and will previously accept these Terms and Conditions

We will refer to this physical donation competition as the “**Physical Competition**”.

2.2. Temporal scope

The collecting of golf balls to be placed into the Container will begin at 05:00 Central European Time (CET) on January 26, 2023 (the “**Opening Date**”) and will extend to 23:59 Central European Time (CET) on November 19, 2023 inclusive (the “**Closing Date**”).

DP World reserves its right to terminate the Competitions in advance or to extend them in time.

### 2.3. Territorial scope

The territorial scope of the Competitions is United Arab Emirates, South Korea, Italy, Germany and England. Therefore, unless otherwise set forth in the applicable laws, only entrants from those countries (or attending to the events) will be eligible to take part in the Competitions.

### 2.4. Disclosure of the Competitions

The Competitions will be launched across relevant digital and social channels owned by DP World from the Opening Date onwards. DP World will also disclose the Competitions and their functioning in the events through promotional means and marketing materials.

## 3. Eligibility

3.1. Only natural persons over 18 years of age with legal residence in the territories mentioned in these Terms and Conditions that have accepted

them and comply with them are eligible to participate in the Competitions. Entries must be made on entrants' own name, not being possible to do so on behalf of a third party.

3.2. Notwithstanding, partners, administrators, workers, employees or family members of DP World or entities from its group of undertakings cannot take part in the Competitions.

3.3. In entering the Competitions, entrants confirm that they are eligible to do so and to claim the prizes. DP World may require entrants to provide proof that they are eligible to enter the Competitions (for instance, requesting their identity documents) and, up to the extent it is permitted under data protection regulations, it may perform checks to verify their eligibility.

## 4. How to participate

### 4.1. Physical Competition

In order to enter into the Physical Competition, entrants must:

1. Deposit a minimum of one (1) golf balls in the Container / Collection Unit available at the event at stake.
2. Fill a submission form in a tablet provided by DP World or its representatives, by providing his/her name, surname and contact details.
3. Accept these Terms and Conditions in the tablet.



Each of the golf balls deposited by an entrant will be understood as a single and independent participation. Thus, being possible that the entrant participates multiple times in this Physical Competition.

## 5. The prizes

5.1. The Prizes vary depending on the Competitions and can also be delivered during the course of each event and after the Closing Date. All prizes are described in these Terms and Conditions and will be listed and detailed at [www.dpworld.com/dpwtcontainer](http://www.dpworld.com/dpwtcontainer).

### 5.2. Prizes of the Physical Competition

- **“On the spot”** prize. These prizes can be won by an eligible entrant at any event over the course of the 2023 DP World Tour season, with four (4) individual winners being selected at each event in which the Container is present, at any time in the day of that particular event.
  - The prizes will be listed at [www.dpworld.com/dpwtcontainer](http://www.dpworld.com/dpwtcontainer) ahead of each event and will consist of a 2023 DP World Tour season branded backpack, branded cap, sleeve of golf balls, boot bag and a polo shirt. The total value of these prizes amounts to £250.
- **Season Draws** This prize can only be won once by an eligible entrant that has donated one or more golf balls during the season after the Closing Date of the Competition. This prize will consist of:
  - A “VIP” trip for the entrant and a person of his or her choice (a total of two) wins a DP World Tour Golden Ticket which gives them a pair of VIP tickets to the 2024 DP World Tour Championship. The total value of this prize amounts to £1,000. The particularities of the “VIP” trip are the following:

- Four (4) days of hospitality at the tournament, hosted in tournament hospitality.
- Economy flights to the tournament venue and return economy flights for the entrant and the person of his/her choice. These flights will be managed to make possible that the entrant and the person of his/her choice fly from their home destination to Dubai (and vice versa).
- Five (5) nights accommodation at a standard double bedroom at a tournament hotel.
- **"Event Draws"**. . These prizes can be won by an eligible entrant at any event over the course of the 2023 DP World Tour season, with 1 (1) individual winners being selected at each event in which the Container is present, at any time in the day of that particular event.
  - The prizes will be promoted ahead of that particular event and are the responsibility of the promoter.

5.3. The winning prizes are not negotiable, transferrable, cannot be sold or otherwise transmitted and no cash alternative is available. Likewise, prizes will not include any costs, taxes or amounts not expressly mentioned in these Terms and Conditions or other expenses in which the entrants may incur in connection with them (e.g., visas, local taxes applicable in Dubai for visitors, etc.).

## 6. Winners selection and announcement

### 6.1. Winners selection

The winning entrants will be drawn at a random ballot from all those entrants at the end of the season.

The selection of the winning entrants of the “On the spot” prize will be made automatically through the smartsheet application installed in the tablets of DP World or its designates representatives at the events where the Container is present. Winners will be contacted on that same day.

The selection of the winning entrants of the rest of the prizes envisaged in these Terms and Conditions will be performed after the Closing Date. Concretely, it will be performed on Monday November 19, 2023 directly by DP World or indirectly by the agencies appointed by DP World. In any event, DP World will witness the drawn random ballot.

The decision of DP World regarding any aspect of the winners selection and announcements is final and binding and no correspondence will be entered into about it, unless otherwise envisaged in the applicable laws.

DP World may disqualify any entrant whose entry does not comply with these terms and conditions (in DP World’s sole opinion) or who, in DP World’s sole determination, has acted in a manner that is unlawful, fraudulent, dishonest or unjust to other entrants including, without limitation, tampering with the operation of the Competitions, manipulating the Competitions, hacking, deceiving, cheating or by

harassing or threatening other entrants or a representative of DP World.

#### 6.2. Winners announcement

DP World will contact the winners of the prizes via the contact details provided when they filled the entry forms or the applicable submission forms for the Competitions.

The winners will have a maximum of five (5) calendar days to provide a response to DP World from the time of the notification for responding to DP World and confirming their acceptance of the prize. If any of the winners are unreachable or unable to comply with the present Terms and Conditions, then DP World reserves the right to offer the prizes to the next eligible entrant drawn at random basis in the terms set forth in this clause.

If a winner has any special accessibility requirements, the winner will need to make DP World aware of this as soon as materially possible to ensure that the winner will be able to receive the prize (e.g., in terms of flight reservation, delivery of material items, etc.).

## **7. General covenants and limitation of liability**

7.1. The entrants, by the mere fact of participating in the Competitions, accept these Terms and Conditions.

7.2. The entrants shall not be entitled to claim damages, including damages based on any pre-contractual obligations or on tort, unless arising by (a) willful misconduct or gross negligence of DP World or any of its agents or servants; or (b) negligent violation of a material contractual duty by DP World or any of its agents or servants; or (c) negligence of the DP World or DP World's agents and servants in respect of DP World's duties in a way causing injury to life, body or health; or (d) lack of a guaranteed quality; or (e) any compulsory statutory liability of DP World or DP World's agents and servants.

7.3. DP World is liable for the slightly negligent breach of a material contractual duty, the breach of which endangers the achievement of the purpose of the Terms and Conditions, or for the breach of obligations, the fulfilment of which makes the proper execution of the Terms and Conditions possible in the first place and on the observance of which the entrants may regularly rely. In this case, however, DP World shall only be liable for the foreseeable damage typical for the Terms and Conditions.

7.4. DP World is liable by mandatory provisions on product liability.

7.5. DP World is not responsible for incidents and events of any kind that are caused by a breakdown in the computer system nor for incidents that have their origin in cases derived from causes such as a breakdown in the telephone, computer or electrical network or caused by natural external agents (atmospheric, climatological) or by a deficient operation of the entities providing these services.

7.6. DP World is not responsible for any errors that participants may make when providing their personal data. Entries will not be accepted if they do not contain the mandatory data requested or if the data are incorrect. If the data is uncertain or incomplete or not up to date, DP World may not award the prizes to the winners where applicable. In such cases, the entry submission forms will not allow entrants to progress through the various steps for submitting them.

7.7. DP World intends the Competitions to be carried out with equal opportunities among the different entrants. Therefore, any abusive or fraudulent use of these Terms and Conditions will result in the consequent disqualification of the participant in the Competitions, denying the applicable entries.

7.8. In the event that DP World or any entity that is professionally linked to the Competitions detect any anomaly or suspects that an entrant impeding the normal development of his/her participation in the Competitions, illegally altering his/her entry by means of any

procedure, technical or computerized, in order to forfeit his/her participation, it may unilaterally eliminate the registration of that entrant.

7.9. The prizes are non-transferable. The marketing and/or sale of the prizes is prohibited. In the event that actions aimed at reselling the prizes are detected, DP World will immediately request the withdrawal of the prize (or, where applicable, request its return), reserving the right to take the appropriate extrajudicial and judicial measures, including those aimed at protecting its corporate image. It may also bring such actions to the attention of the relevant authorities.

## 8. Personal data protection

8.1. DP World is compromised with the privacy of entrants and has implemented appropriate safeguards, guarantees as well as technical and organizational measures to ensure compliance with the applicable data protection regulations and the preservation of the privacy rights of entrants.

8.2. When you accept these Terms and Conditions and become an entrant of the Competitions, your personal data will be processed as follows:

**Who is the controller of your personal data?** Your personal data will be processed by DP World, acting as a data controller, with corporate particulars set forth in clause 1 of these Terms and Conditions.

For dealing with data protection matters, you may contact DP World to the following address: [data.protection@dpworld.com](mailto:data.protection@dpworld.com).

**For what purposes and under which legal grounds is your personal data processed?** Your personal data will be processed for the purposes of:

- **Executing these Terms and Conditions and carrying out all the necessary steps to ensure such execution..** The legal ground of the processing is the execution of contract and the legitimate interest of DP World in achieving such execution. The entrant may request further information regarding DP World's legitimate interest at any given time at the data protection address envisaged in this clause.
- **Complying with legal obligations.** The legal ground of the processing is compliance with obligations set forth in the applicable international, regional and local laws as well as managing petitions and information requests filed by authorities and courts.
- **Using you name in publicity in connection with the Competitions.** Such use will be limited to (i) promote the events and for reasonable and related promotional purposes; (ii) a time frame of a maximum of one year after the Closing Date; and (iii) the performance of promotional activities by DP World, directly or indirectly, in the territories where DP World operates, or the golf tournaments take place and through its social medial channels and official website. The legal ground of the processing is the express consent given by the entrant in



this regard and collected by DP World (or its representatives) for these specific purposes.

DP World does not carry out any enrichment of its databases with information from third party databases, nor will it make automated decisions based solely on the automated processing of entrants' personal data, without human intervention and producing legal effects or significantly affecting the entrants, which may fall within the cases provided for in article 22 of the General Data Protection Regulation. Likewise, DP World does not carry out complex or automated profiling. Any automated decisions or complex profiling must be subject to the explicit, express and separate consent of the entrant.

**For how long your data will be stored?** DP World will retain entrants' personal data for as long as the Competition and these Terms and Conditions are in force, until the winners' selection and announcement after the Closing Date and, after that, DP World will keep your personal data duly blocked up to the extent liabilities may arise.

**Which are the recipients of your personal data?** DP World will only transfer your personal data to those third parties which are legally or contractually linked to DP World that are necessary for the execution of the Competitions envisaged in these Terms and

Conditions and the proper allocation of the prizes (and their management).

DP World is located in Dubai and the events integrating the Competitions may be located in territories which are not part of the European Economic Area. In this regard, DP World will not perform international data transfers to these territories unless having previously implemented the safeguards and guarantees envisaged in data protection regulations (e.g., existence of an adequacy decision or execution of standard contractual clauses).

Entrants may request DP World further information about these safeguards and guarantees at the data protection address envisaged in this clause.

**Which are your data protection rights?** Entrants may exercise, under the terms provided for by applicable data protection regulations, the right to access, rectify or delete personal data, limit or oppose the processing of personal data, as well as the right to data portability, by writing to the addresses of DP World set forth in these Terms and Conditions.

Entrants may also lodge a complaint before data protection supervisory authorities.

## 9. Industrial and intellectual property rights

9.1. The contents, distinctive signs and materials that conform the Competitions are protected by industrial and intellectual property regulations and are owned by DP World or its licensors. None of such contents, distinctive signs and materials can be copied, reproduced, modified, published, transmitted, distributed, communicated to the public or otherwise exploited on a commercial bases through any means without the previous written permission of DP World and in accordance with these Terms and Conditions.

9.2. For the avoidance of doubt, the Competitions are not, in any way, sponsored, supported, endorsed or organized by any social media channels.

## 10. General issues

10.1. Modification of the Competitions and these Terms and Conditions

DP World is entitled to change these Terms and Conditions at any time. The entrants will be informed thereof in writing or by e-mail and will have the right to object to the amended Terms and Conditions with regard to ongoing continuing obligations within one month of notification. If the entrant does not object within this period, current

continuing obligations shall continue to exist under the amended Terms and Conditions. If the entrant objects in due time, such continuing obligations shall continue to exist under the original Terms and Conditions; however, DP World will be entitled to terminate the contractual relationship properly in case of such objection.

Likewise, any changes will be communicated to all previous entrants to the contact details provided when filling the forms and will be announced in the Competitions' website ([www.dpworld.com](http://www.dpworld.com)) as well as in the applicable social media channels.

#### 10.2. Severance

The illegality, invalidity or unenforceability of any clause in these Terms and Conditions will not affect the legality, validity or enforceability of its other clauses. In the event any clause is deemed to be illegal, invalid or unenforceable, these Terms and Conditions must remain in effect and must be construed in accordance with their terms and spirit as if the illegal, invalid or unenforceable clause was not contained.

#### 10.3. Tax

These Terms and Conditions are subject to the applicable tax regulations that are in force in the territories of the Competitions at a given time.

# 11. Jurisdiction and applicable law

11.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, must be governed by and construed in accordance with the laws of Dubai, excluding its conflict of laws principles.

11.2. In the event the entrant acts as a “consumer” (as defined in the applicable regulations), the entrant may initiate any dispute or claim that arises before the courts of his/her domicile or before those set forth in the applicable consumer regulations. Under these circumstances, if the entrant is located in the European Union, he/she may also submit any dispute or claim arising out of or relating to this EULA to an alternative dispute resolution (“ADR”) procedure. The list of ADR platforms made available by the European Commission can be found at the following hyperlink: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

# 12. Contact

12.1. For any queries or additional information regarding these Terms and Conditions or the Competitions, you may contact DP World at

any time at the following

hyperlink: <https://www.dpworld.com/contact-us>.




Nebraska Racing & Gaming Commission  
3401 Village Drive, Suite #100  
Lincoln, NE 68516

Date: January 10, 2023

RE: Sportsbook Catalog Request- La Liga

I, Robin Miller, General Manager of WarHorse Casino Lincoln, hereby request approval to allow wagering for the La Liga League as described in the attached documents.

Sincerely,

DocuSigned by:  
  
31672E50A045419...

Robin Miller  
General Manager  
WarHorse Gaming  
[Rmiller@Warhorsegaming.com](mailto:Rmiller@Warhorsegaming.com)

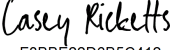
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For Nebraska Racing and Gaming Commission Use Only

APPROVAL  
LA LIGA  
JANUARY 2024

I, Casey Ricketts, Director, Nebraska Racing and Gaming Commission, do hereby approve wagering on the La Liga league as described in the attached documents.

Dated: 01/18/2024 | 4:07 PM EST

DocuSigned by:  
  
E8BBE22D6B5C412...

Casey Ricketts  
Director, Nebraska Racing and Gaming  
Commission

# NEBRASKA RACING AND GAMING COMMISSION



## NEW LEAGUE, WAGER TYPE OR SPORTING EVENT SPORTS APPROVAL REQUEST FORM

### PURSUANT TO NEBRASKA ADMINISTRATIVE TITLE 296 RULE 13.003.04

Licensee Name: WarHorse Gaming LLC
Licensee Representative Name: Jason Johnston/Chayse Hallowell
Type of Request: New League
Example: (New League) (New Event) (New Wager Type – specify for which league(s)/event(s))
Title of new league, new event, and/or new wager type: La Liga

**Requests must be submitted in writing on this form ONLY at least ten (10) business days in advance of the requested new event or wagering type will begin, to: Tom Sage, Executive Director Nebraska Racing and Gaming Commission at [Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)**

- Requestor must state whether the new event category or wager type is a variation of an authorized event category or wager type, a composite of authorized event category or wager type, or any other event category or wager type compatible with the public interest and is suitable for use.  
La Liga is a variation of an authorized event; Premier League, MLS, Champions League, and the FIFA World Cup are authorized in Nebraska. General Assembly is the governing body. For more information, see La Liga Institutional Information Is it compatible with public interest. It is suitable for use.
- Requestor must provide a complete and detailed description of the new event category or wager type for which approval is sought, including but not limited to: the current wagering rules, the manner in which wagers would be placed, payout information, source of the information used to determine the outcome of the sports wager, and any restrictive features of the wager.  
La Liga started in 1929 and is a collection of the top spanish soccer teams. Wager types and the verification of results would be the same as previous approved soccer leagues.
- Requestor must provide a full description of any technology which would be utilized to offer the new event category or wager type.  
Kambi technology will be used to offer sports betting on the La Liga matches. It will be offered on kiosks and OTC.



- Requestor must provide information or documentation which demonstrates that the granting of the request for approval would be consistent with the public policy of the state.

This offering is available at all sportsbooks and would be consistent with the public policy of the state. This offering would be consistent with the rules and regulations issued by the NRGC as well as the Nebraska Gaming Act.

- Requestor must provide evidence of the independent integrity monitoring of the new sporting event or the integrity policy of the Sports Governing Body or equivalent.

La Liga has an extensive integrity policy which can be found here:  
<https://www.laliga.com/en-GB/transparency/compliance/policy>

- Requestor must provide contact information for the Sports Governing Body or equivalent.  
Email: [laliga@laliga.es](mailto:laliga@laliga.es)  
Phone: 91 205 50 00  
See attached institutional info doc for more.

- Requestor must provide any other pertinent information or material requested by the Commission in order to make a determination, which must be provided at the expense of the requesting operator.

WarHorse Gaming, LLC will provide any documentation or information requested by the NRGC at our own expense.

- Requestor must provide an explanation that addresses the method by which wagers will be posted, limited, and the date and time that acceptance of wagers will cease.

All events are created centrally on the Kambi platform by the Logistics team, and the responsibility for publishing these events in line with the local regulation is the responsibility of the Operational Regulatory Compliance (ORC) team.

- Requestor must provide a description of the policies and procedures regarding the league, the event, or the wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

<https://assets.laliga.com/assets/2022/08/03/originals/b2c5bc07a4f73c9885c09ff167a76d9d.pdf>

- Requestor must provide a listing of any known scandals, match fixing or point shaving investigations, criminal investigations, or other incidents that could possibly compromise the integrity of any players, teams, leagues, tournaments, or exhibitions.

See attached documents regarding scandals.

- Requestor must provide a description of the policies and procedures regarding the league, event, or wager's integrity. If this is a new league request, provide a copy of the league's integrity policy.

Duplicate question

<https://assets.laliga.com/assets/2022/08/03/originals/b2c5bc07a4f73c9885c09ff167a76d9d.pdf>

- Requestor must provide other such information or documentation which demonstrates that:
  - The event can be effectively supervised by a sport governing body or other oversight body.
  - There are integrity safeguards in place.
  - The outcome can be documented and can be verified.
  - The outcome is not affected by any wager placed.
  - The event is conducted in conformity with all applicable laws and rules, and;
  - Wagering on the event and acceptance of the wager type are consistent with the public policy of this state.

La Liga is the highest level of soccer in Spain. They are committed to ensure all Laws and Rules are upheld to keep the integrity of the league safe. See attached Code of Ethics doc for more information.

- Requestor must list in what other jurisdiction(s) are the league(s), event(s), wager(s) approved.

League is offered is surrounding states such as Iowa, Colorado, Arizona, Nevada, etc.

- Requestor must list any jurisdictions where approval has been requested but not granted.

N/A

**If existing Nebraska Racing and Gaming Commission (NRGC) Rules and Regulations do not adequately address contingencies of the league, event, or wager type, the licensee may be required to submit proposed amended Rules and Regulations for review and approval.**

**At its sole discretion, NRGC may require an appropriate test or experimental period and subject any technology that would be used to offer an event category or wager type to such testing, investigation, and approval.**

## LEGAL NOTICE AND CONDITIONS OF USE

Thank you for visiting us. This policy explains what information we gather, and how and why we collect it, when you visit LaLiga's Environment, you use our services, you take part in any of our promotions, competitions or events and, in general, when you interact with LaLiga. It additionally explains how we use this information.

Among other services, we offer those of our LaLiga Environments [www.laliga.com](http://www.laliga.com) and [www.laliga4sports.es](http://www.laliga4sports.es), and all sites of LaLiga's Environment or the mobile applications property of LaLiga (LaLiga, LaLiga Tv, LaLiga Fantasy Marca, La Quiniela, Head Soccer, Head Soccer Heroes) and/or those services including a link to this privacy policy. Hereinafter, all these environments are grouped under the name "LaLiga Environment".

### 1. Holder or provider of the service

In compliance with Article 10 of Law 34/2002, of 11 July, *Ley de Servicios de la Sociedad de la Información y Comercio Electrónico (LSSICE)* [Law on Information Society Services and Electronic Commerce], we provide the identity details of the provider of the service below.

**Holder:** The Liga Nacional de Fútbol Profesional (hereinafter, "LaLiga") is a private-law Sports Association, by virtue of the provisions laid down under Articles 12 and 41 of the Ley del Deporte [Law 10/1990, of 15 October, on Sport], which exclusively and compulsorily comprises all Public Limited Sports Companies and Clubs taking part in official football competitions on a national level, of a professional nature. LaLiga is registered with number 1 in the Professional Leagues section of the Record Book of Sports Associations of the Higher Sports Council.

**TAX ID:** G-78069762

**Address:** Calle Torrelaguna 60, 28043 Madrid, Spain.

**Telephone number:** (+34) 91 205 50 00

**Fax:** (+34) 91 408 08 28

**Email address:** [laliga@laliga.es](mailto:laliga@laliga.es)

LaLiga is the owner of the domain name [www.laliga.com](http://www.laliga.com)

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## Nature and system of law of LALIGA

The **Liga de Fútbol Profesional** is a **private sports federation**, which, as established in accordance with the provisions of **Act 39/2022 of 30 December on Sport** (Official State Gazette No. 314 of 31 December - "Act on Sport") and 23 to 28 of **Royal Decree 1835/1991 of 20 December on Spanish Sports Federations** (Official State Gazette no. 312 of 30 December - "Royal Decree on Federations"), consists exclusively and compulsorily of all public sports companies and first and second division clubs that participate in official professional football competitions at national level.

It is governed by the aforementioned Law 39/2022, of December 30, on sports, Royal Decree 1835/1991, of December 20, on Spanish Sports Federations, and by its Statutes and social regulations.

**It has its own legal personality and endowed with full capacity to act in order to pursue its purposes.** It is autonomous with regard to its internal organisation and the way it is run with respect of Real Federación Española de Fútbol.

Main offices: Calle Torrelaguna 60, 28043, Madrid, España.

Opening hours: Mondays to Thursdays, from 08:00 am to 08:00 pm and Fridays, from 08:00 am to 06:00 pm.

Phone number: 91 205 50 00

e-mail: [laliga@laliga.es](mailto:laliga@laliga.es)

## LALIGA Functions

LALIGA performs out the following **duties and powers** (article 3 of the Articles of Association):

1.- The LALIGA's **duties and powers** include the following:

a. To organise official nation-wide professional football competitions in co-ordination with the Real Federación Española de Fútbol in keeping with the criterion the High Council for Sport may exclusively lay down to guarantee national and International commitments.

Such co-ordination shall be materialised by the parties entering into covenants, the contents of which shall be construed to form part of LALIGA's corporate purpose for all intents and purposes. Any agreements or covenants which may be entered into with the High Council for Sport, the Association of Spanish Footballers and with private and public organisations shall likewise form part of LALIGA's corporate purpose.

b. With regard to its associates, to perform the duties of oversight, control and supervision set forth by the prevailing Sports Act and its implementing provisions, as well as any other which may be laid down through an agreement entered into by LALIGA and its associates.

c. To exercise disciplinary powers with respect of its associates under the terms set forth under the Law, these Articles, Regulations and provisions of this nature set forth to implement them.

d. Within the scope set forth in Royal Decree 203/2010 of 26th February, to approve the Regulation for the prevention of violence, racism, xenophobia and intolerance in sports events, setting the conditions and the pace of the acquisitions, execution and financing of any equipment, works and facilities that have to be done, along with their respective conditions of maintenance and conservation once they have been finalised.

e. To exploit commercially any rights and products which are inherent to or a consequence of the competitions it organises, be it directly by LALIGA or through a partial or total assignment of such commercial exploitation to third-party natural or legal persons, or by incorporating a company with them in any legal form and with the interest established by the General Assembly, providing that the main purpose of such companies is to perform the aforementioned commercial exploitation.

Any corporate brands, logos, emblems, official mascots and others belonging to the Liga Nacional de Fútbol Profesional which are duly registered at the Intellectual Property Registry shall be products or rights subject to commercialisation, as shall the joint use thereof with all the names, coat of arms, logos and official colours of the Sports Corporations or Clubs affiliated to the Liga Nacional de Fútbol Profesional. However, in any event, the right of the Sports Corporations and Clubs to contract on an individual basis shall be respected.

Likewise, the Liga Nacional de Fútbol Profesional may jointly exploit the official statistical data of all the matches in competitions organised by LALIGA, without detriment to the rights of the Sports Corporations and Clubs to individually exploit said statistical data of the matches in which they have taken part.

f. To issue a preliminary report in cases of a disposal of facilities owned by Sports Corporations under the circumstances set forth by the prevailing Sports Act and its implementing provisions.

g. To issue a preliminary report on the draft budgets of Public Limited Sports Companies and Clubs which take part in the competitions it organises, as well as to set rules and criteria for drawing them up and, if it should deem it appropriate or necessary, to oversee fulfilment of the budget definitively approved.

h. For the purposes set forth in article 46.4 of the prevailing Sports Act, to issue a preliminary report on the amendments proposed by the Real Federación Española de Fútbol, where these are significant for the official nation-wide professional competitions LALIGA is responsible for organising.

i. To establish its own internal organisation, to manage its own economic resources independently and to lay down the regulations to implement these Articles

j. To appoint the representatives corresponding to LALIGA in any agencies or bodies.



k. In accordance with provisions set forth in Royal Decree 258/1998 of 20 February, partially amending Royal Decree 419/1991 of 27 March governing the distribution of the proceeds and prizes from Apuestas Deportivas del Estado (State Sports Betting Agency) and from any other gaming activities managed by the Organismo Nacional de Loterías y Apuestas del Estado (State National Lottery and Gaming Organisation) and with the implementing provisions thereof, to establish the formulae to distribute the amounts to be received by Sports Corporations and Clubs from the LIGA'S share in the proceeds from the State's sports betting activities. Such formulae shall reflect objective criteria.

l. To exercise the control and oversight functions, in order to enforce compliance with the limits established with respect to the share capital of Public Limited Sports Companies, which are set out in the applicable regulations at all times.

m. To commercialise jointly the audiovisual contents exploitation rights of football competitions it organises, along with any other audiovisual rights over football competitions whose commercialisation may be entrusted to or assigned to it.

**2.- LALIGA's duties and powers include the following:**

- a. To oversee the contractual relationships between Sports Corporations and Clubs and their professional footballers and any other professionals that may join them in the future.
- b. To set the dates, times and changes thereof of professional competitions, except where the changes that occur are a consequence of a decision taken by the disciplinary bodies of the Real Federación Española de Fútbol after the total or partial suspension, cancellation or repetition of a match. Regarding the National Football League Championship, the Liga Nacional de Fútbol Profesional shall give the Real Federación Española de Fútbol notice of any changes it may authorise. The Real Federación Española de Fútbol shall hold responsibility for authorising such changes and give the Liga Nacional de Fútbol Profesional notice thereof with regard to the Spanish Championship and the Copa de S.M. el Rey (King's Cup).
- c. To approve regulations on advertising on the uniforms used by the teams of the Corporations or Clubs which are members in accordance with the provisions laid down on such matters by International Football Organisations.
- d. To govern and check the uniforms of opposing teams, as well as static and moving advertising at matches in accordance with obligatory international regulations and with the Real Federación Española de Fútbol.
- e. To approve regulations on the format, issuance, sale and supply of tickets to gain access to the sports stadiums of its member Corporations and Clubs, along with any other matters having to do with ticketing.
- f. To establish the official model of match ball in accordance with International Board regulations.
- g. To set each season the maximum number of licences for each Sports Corporation or Club that make up the First and Second Divisions, as well as to set the dates and registration periods for them. These decisions may not be changed during the course of the season in question.
- h. To process the registration in the League of footballers belonging to the Corporations and Clubs that are members of LALIGA, as well as to issue obligatory prior approval of their licences and the licences of team delegates, managers, assistant managers, physical trainers, doctors, nurses, physiotherapists, kit managers and of any other person who could sit on the team's bench during a match or take part in any way in the competition as a preliminary and necessary requirement to take part in professional activities or competitions.

- i. To approve the economic and corporate requirements for Sports Corporations and Sports Clubs so they may join LALIGA
- j. To set the regulations on players on team sheets at professional competitions, along with the regulations on the interrelationship between Sports Corporations or Clubs and their affiliates or subsidiaries. In any event, any regulations on such matters that may be set forth shall be sent to the Real Federación Española de Fútbol for their inclusion in Federation Regulations.
- k. To set the conditions and number of people authorised to be on the perimeter the pitch at professional competitions and to give the Real Federación Española de Fútbol notice of any resolutions that may be adopted thereof, so that it may include them in Federation Regulations.
- l. To set the conditions which facilities at sports stadiums must meet to hold professional competitions, as well as safety and access control regulations and any others that may be set forth.

3.- The following are LALIGA's **duties and powers**, which are subject to co-ordination with the Real Federación Española de Fútbol:

- a. To draw up and approve the competition schedule for the First and Second Divisions for the approval of the Real Federación Española de Fútbol's President, determining the conditioning factors for the draw of matches with respect of circumstances of geographic proximity or any other that may be established.
- b. To determine the composition and number of teams that make up professional competitions, the amendment of which shall require an agreement between the Real Federación Española de Fútbol and the Liga Nacional de Fútbol Profesional.
- c. To make proposals on how official nation-wide professional competitions are to be held, the final classification and how to determine the winning Sports Corporations or Clubs, without detriment to the Real Federación Española de Fútbol's prior agreement to carry them out.
- d. By mutual agreement with the Real Federación Española de Fútbol, to establish the number of professional footballers who are not nationals of a Member State of the European Union or of the European Economic Area that may be signed up or registered by affiliated Sports Corporations and Clubs, along with the terms so that they may be chosen to play for them in the competitions it organises.
- e. To agree on the criteria governing promotion and relegation between the First and Second Divisions and to give the Real Federación Española de Fútbol notice thereof. Such criteria shall be set before the start of the competition in question and may not be changed during the course thereof
- f. In conjunction with the Real Federación Española de Fútbol, to set the criteria and number of teams to be promoted and relegated between the Second Division and the Second Division "B", which shall be set before of the start of the competition in question and may not be changed during the course thereof
- g. To give the Real Federación Española de Fútbol prior mandatory notice in change of residence proceedings of footballers who have joined or wish to join Sports Corporations or Clubs forming part of the Liga Nacional de Fútbol Profesional, or the affiliates or subsidiaries of any of them.
- h. By reaching mutual agreement with the Real Federación Española de Fútbol, to set the amounts for training and promotional rights corresponding to the first professional registration of footballers in Sports Corporations and Clubs which take part in professional competitions.

## Applicable regulations

### National sports legislation

LALIGA is governed by the legal regime established in the Act on Sport and in the Royal Decree on Federations.

The Articles of Association, General Regulation of LALIGA and Regulation on Television Broadcasting

**a) General considerations**

LALIGA is regulated by its **Articles of Association**, the **General Regulation** and the **Regulation on TV Broadcasting**, which were approved by the highest governing body, the General Assembly, and ratified by the **Executive Committee of the High Council for Sport**, articles 10.2 b) and 41.3 of the Sport Act. The Articles of Association, the General Regulation and the Regulation on TV Broadcasting are available to be consulted at any time on the website ([www.laliga.com](http://www.laliga.com)).

In accordance with the provisions of Article 26 of Royal Decree 1835/1991, of December 20, the Articles of Association of the professional leagues must include at least the following points:

1. **Specific name, corporate purpose and registered office.**
2. **Governance and representation bodies and their duties and powers**, and also the system for appointing and dismissing them. The President and the Assembly are necessarily governance bodies. Holding the office of President shall be incompatible with holding a managerial position in a sports club or joint-stock company of the associates of LALIGA.
3. **Own and delegated powers.**
4. **Procedure for approving and reforming** of its Articles of Association and Regulations.
5. **Specific disciplinary regime** for its associates, which shall necessarily include, in a differentiated manner, the system of infringements and sanctions for its directors or administrators.
6. **Capital, economic-financial and budgetary management regime.**
7. **Grounds for winding up or liquidation.**
8. **Rules and standards for preparing budgets** by its associates and for **overseeing** them.

For its part, Article 57 of the Act on Sport 39/2022 sets out the minimum content of the statutes of the professional leagues:

- a) **The bodies that make up its structure**, among which there must be an economic control commission whose composition and obligations will be similar to those established in sports federations for this body.
- b) **The manner in which its members are elected and dismissed.**
- c) **Forms of integration into the league.**
- d) **The rights and duties** of its members.
- e) **Own and delegated powers.**
- f) Such **other elements as may be deemed necessary** for the ordering of his or her internal life.

## **b) Articles of Association**

Approved, using their latest wording, by the **Executive Committee of the High Council for Sport** in its meeting of **9 June 2023**.

These Articles of Association and, in particular, Chapter II of Title I, referring to the organisational structure of LALIGA, constitute the basic foundations on which the basic legal regime of good governance of LALIGA's governance and administrative bodies is based.

## **c) The General Regulation**

The General Regulation are part of the governance of LALIGA, and as such complement the legal framework defined by the Articles of Association regarding the development of the General Assembly and the Division Committees (Book I) and the system for the election of the President (Book II), the Vice-Presidents and members of the Executive Committee (Book III).

## **d) Regulation on TV Broadcasting**

Approved by the **Executive Committee of the High Council for Sport** in its meeting on **18 July 2016** and its subsequent amendment adopted by the Extraordinary General Assembly on 21 March 2018 and later by the **Executive Committee of the High Council for Sport** in its meeting on **26 July 2018**. It was incorporated into the General Regulation of LALIGA on 14 August 2018.

The Regulation on TV Broadcasting describes the commitments acquired by the Clubs/SADs with LALIGA in order to harmonise the image and audiovisual perception of the competitions organised by LALIGA. Thus, the Regulation: a) Specifies the facilities that Clubs/SADs are required to provide for each match, and the procedures to be adopted in the organisation of the matches and; b) Defines the concrete actions that Clubs/SADs must take to achieve the established standards and the steps that LALIGA will follow to ensure the implementation of these standards.

## **The Code of Good Governance**

Approved by the **Extraordinary General Assembly of LALIGA**, on **21 July 2005**. The Code was revised and adapted to the statutory and organisational reality of LALIGA and the latest legislative reforms in the field of transparency and good governance, and its latest version was adopted by the **Extraordinary General Assembly of LALIGA**, on **24 September 2015**. Work is currently underway to adapt it to the current Act on Sport. It is divided into six chapters and consists of fourteen articles.

Chapter I defines the rules of good governance of LALIGA, establishing the rights of members of LALIGA (article 1). It also describes the structure, operation and duties of the Executive Committee, the General Management and the Legal Department (articles 2 to 4, respectively).

Chapter II on remuneration sets out a series of prohibitions, restrictions and reporting obligations for remuneration, in articles 6 and 7. Chapter III "*Control and ordinary*

*management*” (article 8) defines the content of the LALIGA’s economic transaction procedures manual, called *“Purchasing and Payables Procedures Manual”* together with Article 10 of Chapter IV, which establishes the criteria for action in relation to the acquisition or supply of goods or provision of services from the time the need for the service/purchase arises until payment is made. All individual purchases/services by each Department must be subject to these criteria. Article 9 of Chapter IV, *“relations with third parties”*, regulates the duties to provide information on relations with third parties. Finally, Chapters V and VI, in articles 11 to 14 of the Code, deal with the duty of LALIGA to promote sports ethics and form a legal regime that covers claims related to the compliance, or failure to comply, with the Code of Good Governance. It does so by creating a specific good governance Committee chaired by the President of LALIGA.

## LALIGA governance structure

Article 6 of the Articles of Association defines the governance structure of LALIGA, which can be summarised as follows:

- General Assembly;
- Division Committees;
- The Executive Committee;
- President;
- The Audiovisual Rights Management Oversight Body;
- Electoral Committee;
- The Association Disciplinary Judge;
- Economic oversight Committee;
- The Budget Validation Body;
- Licensing Committee;
- The Regulatory Compliance Body;
- Audit and Internal Control Committee
- Corporate General Management;
- The Legal Counsel;

The following is a list of the powers and duties of the different entities that currently make up LALIGA, in accordance with the system of good governance laid down in the Articles of Association, the General Regulation and the aforementioned Code of Good Governance.

### GENERAL ASSEMBLY

#### **a) Basic principles and regulatory standards**

The General Assembly is LALIGA’s highest body of governance and the expression its associates’ will. Its meeting may be annual or extraordinary meetings.

The legal regime of the General Assembly is provided for in Articles 8 to 21, inclusively, of the Articles of Association and in Book I, Articles 1 to 6, of the General Regulation.

In order to validly convene the Assembly, at least two-thirds of its full members, apart from the President and the Secretary, must be in attendance at the first call and in the second

call, at least sixteen full members must be in attendance with at least eight members from each Division in attendance.

The call shall be in writing by the President and sent to the address appearing in LALIGA for each associate through any means of communication, including post, telex, fax, courier service, etc., with acknowledgement of receipt, and at least ten days before the date the meeting is to be held, except in pressing cases which the President has duly justified, in which case such time limit may be reduced to forty-eight hours.

The venue, date and time of the Assembly on the first and second call shall appear on the call, as shall the nature of the meeting and the Agenda.

At the moment the Assembly is called, the Legal Department shall send each full member the documents on each of the items on the Agenda which shall be addressed at the Assembly, except when for time constraints they cannot be attached, in which case such documents shall be placed at the disposal of each member at the headquarters of LALIGA before the Assembly is held.

Every full member of the General Assembly has the right to vote, and most agreements are passed by a simple majority.

## **b) Composition**

The General Assembly shall be comprised of full members, the President of the LIGA, who shall also be the Assembly's Chairman, and by a representative of each of the teams registered by the Sports Corporations or Clubs registered in the LIGA at the moment the General Assembly is held and which have not had their right to vote suspended.

LALIGA's Legal Counsel shall act as the Secretary and be entitled to take the floor, but not to vote.

The President of the Real Federación Española de Fútbol shall be entitled to take the floor, but not to vote.

The following may also attend Assemblies without the right to take the floor or to vote, except where the Chairman concedes them the floor:

- Any persons invited by the Chairman.
- A companion for each full member of the Assembly.
- A representative of the Sports Corporations or Sports Clubs that are affiliates of LALIGA which have had their right to vote suspended

## **c) Annual General Assembly**

The Annual General Assembly's powers are as follows:

- To examine and approve, as appropriate, the annual report, accounts and settlement of the financial year corresponding to the season which has come to an end.

- To examine and approve, as appropriate, the budget for the financial year of LALIGA corresponding to the current season.
- To take resolutions on proposals on any matters lying within the competence of LALIGA brought before it by any body of LALIGA exercising the powers and/or duties assigned to it, by the President of LALIGA or by at least eleven of its members, except in cases where such power is expressly assigned to another body of LALIGA in these Articles.
- To take decisions on the passing on of costs to members of LALIGA through either maintenance fees or any other kind of fees, respecting the powers expressly assigned in these Articles to the Division Committees. In such cases, the Annual General Assembly shall limit itself to determining to which and/or what amount shall be passed on the First Division members as a whole and what amount shall be passed on to Second Division Members as a whole.
- To take decisions on the terms of registration in LALIGA and on the terms for taking part in each Division.
- To appoint, as appropriate, LALIGA's external auditors.
- To set the caps on aid to members of LALIGA that may be laid down through regulations.

The Annual General Assembly shall meet once a year within six months following the date each financial year of LALIGA ends.

#### **d) Extraordinary General Assembly**

Extraordinary General Assembly Meetings shall be held where any of the Division Committees by simple majority, LALIGA's President or the Executive Committee by simple majority may so resolve, or where a meeting is requested by at least eleven of its members.

The powers reserved for the Extraordinary General Assembly are as follows:

- To elect of the President of LALIGA.
- To approve, amend or repeal the Articles of Association and General Regulation.
- To censure the President.
- To authorise the undertaking of economic obligations where these exceed 15 per cent of the approved budget.
- To change the registered office.
- To ratify at the proposal of the Executive Committee any agreements approved by said Committee to be entered into by LALIGA with the High Council for Sport or with the Real Federación Española de Fútbol with regard to co-ordinating the organisation of professional competitions, as well as with the Association of Spanish Footballers.
- To approve at the proposal of the Executive Committee the issues envisaged in items g) and i) of article 3.2 and in items b), c) and e) of article 3.3 of the Articles.
- In accordance with provisions set forth in Royal Decree 258/1998 of 20 February partially amending Royal Decree 419/1991 27 March governing the distribution of the proceeds and prizes from Apuestas Deportativas del Estado (State Sports Betting Agency) and from any other gaming activities managed by the Organismo Nacional de Loterías y Apuestas del Estado (State National Lottery and Gaming Organisation) and with the implementing provisions thereof, to establish the formulae to distribute the amounts to be received by Sports Corporations and Clubs for LALIGA's share in the proceeds from the State's sports betting. Such formulae shall reflect objective criteria.

- To establish the formulae to share out the amounts obtained as revenue from betting on professional competitions involving both Divisions other than the betting mentioned in the preceding paragraph.
- To elect the Association Disciplinary Judge and the Economic Oversight Committee.
- To review and take a definitive resolution on the decisions taken by the Executive Committee on the approval or rejection of specific applications for admission to LALIGA.
- To establish or change the formulae to share out the amounts obtained by LALIGA as a result of the payments made to it by UEFA arising from the notion of solidarity.
- Regarding any other matter the competence of which has not been assigned to another body of LALIGA by these Articles.

## DIVISION COMMITTEES

### **a) Basic principles and regulatory standards**

The Division Committees are bodies of the different categories of competition. Their purpose is to examine, deliberate on and approve any competencies within the remit of each of them or expressly delegated to them by the General Assembly and which are not expressly delegated to other bodies of LALIGA or that cannot be delegated.

The legal regime of the Division Committees is provided for in Articles 22 to 26, inclusively, of the Articles of Association and in Book I, Articles 1 to 6, of the General Regulation.

Division Committee meetings shall be called and held every quarter during the course of the competitions and extraordinarily where requested by at least six of its members or where the President of LALIGA may deem it necessary.

In order to validly convene Division Committee meetings, at least two-thirds of its full members must be in attendance at the first call along with the President and the Secretary or whoever may replace them according to the Articles, and at the second call, at least one third of full members must be in attendance.

Each of the members of the Division Committees shall be entitled to one vote. The votes shall be secret, except where otherwise agreed by the Committee meeting. Resolutions shall be adopted by a simple majority of the votes cast, other than on resolutions stated on the Articles.

### **b) Composition**

Each Division Committee shall be comprised of the President of LALIGA, who shall chair it, and by a representative of each of the Sports Corporations or Clubs registered in the same category of competition of the National Professional League Championship at the moment the meeting is held. The Corporate General Manager shall attend and be entitled to take the floor, but not to vote. The Legal Counsel of LALIGA shall act as Secretary, but shall not be entitled to take the floor or vote.

As many Division Committees as there are categories of competition organised by LALIGA in the National League Championship shall be set up.



### **c) Powers**

The powers of the Division Committees shall be as follows:

- 1.- To approve the share out of the economic funds allocated to each category of competition among the Sports Corporations and Clubs that comprise each Committee.
- 2.- To approve the schedule of match dates affecting their Division. Should this power be legally and solely attributed to LALIGA, the General Assembly shall hold responsibility for approving said schedule by reinforced majority.
- 3.- To approve the match times affecting their Division.
- 4.- To look into and, as appropriate, approve amendments having to do with the competition where these solely affect the Division approving such resolution.
- 5.- To determine the rules on the organisation and performance of corresponding Division's matches, always in accordance with the rules laid down by the competent authorities.
- 6.- To approve the performance of promotional and commercial exploitation activities of the competition in which they take part and which solely affect the Sports Corporations and Clubs of the same Division. Promotion and commercial exploitation shall be construed as defined in article 3, paragraph 1, item e) of these Articles.
- 7.- To decide on the criteria to share among its members the revenue obtained or that applies to the Division in question, including the revenue from betting on the professional competition where solely the Division in question is involved.
- 8.- To elect and, as appropriate, censure the representatives of each Division Committee in the Executive Committee in accordance with the provisions set forth in these Articles and in the General Regulation.
- 9.- To elect the first and second Vice-Presidents of LALIGA, as appropriate.
- 10.- To censure the first or second Vice-President of LALIGA, as appropriate.
- 11.- To request the calling of an Extraordinary General Assembly.
- 12.- To propose the commencement of disciplinary proceedings against any member of their own Division.
- 13.- To take decisions on how expenses shall be passed on among members of said Division through maintenance fees or any other fees.
- 14.- To decide on the granting of aid to the members of their own Division, always in accordance with the cap laid down by the General Assembly.

15.- To approve the matters envisaged in items b), c), d), article 3.2 of these Articles.

16.- Any other matters that solely and exclusively affect the Division which are not expressly attributed to another body of LALIGA.

## THE EXECUTIVE COMMITTEE

### **a) Basic principles and regulatory standards**

The Executive Committee is LALIGA's ordinary body of governance. Its legal regime is governed by Articles 27 to 31, inclusively, of the Articles of Association, by Book III, Articles 17 to 31 of the General Regulation and by Articles 2 and 3 of the LALIGA Code of Good Governance.

Executive Committee meetings shall be called and held on a monthly basis during the course of competitions and extraordinarily where requested by at least four of its members or where the President of LALIGA may deem it necessary. The date, venue and Agenda shall be set by the proponents or by the President of LALIGA. The call shall state the Agenda, the venue, the date and the time of the first and second call.

Meetings shall be deemed to have been validly convened at the first call where a half plus one of its members are in attendance and at the second call whatever the number of members in attendance may be. At least half an hour shall elapse between the first and the second call

Resolutions shall be adopted by a simple majority of the votes cast, other than those resolutions concerning matters stated by the Article which shall be adopted by a qualified majority.

### **b) Composition**

It shall be chaired by the President of LALIGA and additionally comprised of the two Vice-Presidents and by the representatives of the Sports Corporations and Clubs elected in the way laid down in the General Regulation by the Division Committees under the following terms:

- Six by the First Division Committee
- Six by the Second Division Committee

The Corporate General Manager shall attend and be entitled to take the floor, but not to vote. The Legal Counsel of LALIGA shall act as the Secretary of the Executive Committee and shall be entitled to take the floor, but not to vote.

Members are elected by the Division Committees during the month following the month in which the Executive Committee has approved the liquidation of the immediately preceding financial year. Their term of office is two years and may be renewed for successive terms. The Public Limited Sports Companies and Clubs that are elected appoint their regular member (representative) and an alternate member (or proxy).

At present, the composition of the Executive Committee<sup>[1]</sup> is as follows:

President:	Mr. Javier Tebas Medrano
Vice-Presidents 1º:	Mr. Miguel Ángel Gil Marín
Vice-Presidents 2º:	Mr. Francisco J. Catalán Vena
MEMBERS FOR 1ª DIVISIÓN - LALIGA EA SPORTS	
SEVILLA FÚTBOL CLUB, SAD:	Main representative: Mr. Jose Mª del Nido Carrasco Proxy: Mr. Jesús Arroyo Sánchez
REAL BETIS BALOMPIÉ, SAD:	Main representative: Mr. Ángel Haro García Proxy: Mr. Federico Martínez Fera
REAL SOCIEDAD DE FÚTBOL, SAD:	Main representative: Mr. Pedro Uribe Etxebarria Proxy: Ms. Nerea Aramburu
CÁDIZ C.F., SAD:	Main representative: Mr. Manuel Vizcaíno Fernandez Proxy: Mr. Rafael Jesús Contreras Chamorro
GETAFE C.F., SAD	Main representative: Mr. Ángel Torres Sánchez Proxy: Mr. Antonio Sánchez Mora
VILLARREAL CLUB DE FÚTBOL, SAD:	Main representative: Mr. Fernando Roig Negueroles Proxy: Mr. Álvaro Esteso Massó
MEMBERS FOR 2ª DIVISION - LALIGA HYPERMOTION:	
CLUB DEPORTIVO TENERIFE, SAD:	Main representative: Mr. Santiago Pozas Arjona

	Proxy: Mr. Samuel Gómez Abril
REAL VALLADOLID, SAD:	Main representative: Mr. David Espinar Rivarés
	Proxy: Mr. Mattieu A. Jaques Fenaert
REAL ZARAGOZA, SAD S.D.	Main representative: Mr. Raúl Sanllehi Colom
	Proxy: Mr. Juan Forcén Márquez
CLUB DEPORTIVO LEGANÉS, SAD	Main representative: Mr. Eduardo Cosín de Carvajal
	Proxy: Mr Martín César García Ortega
ÉIBAR, SAD:	Main representative: Mr. Amaia Gorostiza Tellería
	Proxy: Mr. Jon Ander Ulazia Garetxana
S.D. HUESCA, SAD:	Main representative: Mr. José Luis Ortas Perez
	Proxy: Mr. Fernando Callizo Oliván
Chief Corporate Officer, LALIGA:	Mr. Javier Gómez Molina
Chief Executive Officer, LALIGA:	Mr. Óscar Mayo Pardo
Secretary of the Executive Committee LALIGA:	Ms. María José López Lorenzo

[1] Resulting composition from the electoral process carried out in July 2022 and September 2023 with respect to vacancies produced after the end of the 2022/2023 Season.

### **c) Powers**

It is worth highlighting, among others, the following powers of the Delegate Committee:

- To request the calling of a General Assembly and to carry out any resolutions validly adopted by the General Assembly and/or the Division Committees.
- Propose the appointment, dismissal and re-election of the external auditors to the General Meeting, on a prior proposal from the Audit and Internal Control Committee.

- To negotiate and, as appropriate, approve agreements with the RFEF (Real Federación Española de Fútbol), the AFE (Spanish Footballers' Association) and public institutions subject to the Extraordinary General Assembly's ratification referred to in article 11 f) of these Articles.
- To take decisions regarding contested resolutions adopted by the Division Committees under the terms provided for in article 26.
- To decide on the approval or rejection of applications for admission to LaLiga, which may, as appropriate, be delegated to the Legal Counsel. Such delegation shall be granted by means of the majority needed to adopt resolutions on the matter referred to in this section.
- To act and exercise rights, either in the courts or out of them, in the interests of LaLiga, without detriment to the power provided for in article 33.
- To resolve urgent matters broached before it by any member regarding matters approved by a competent body, respecting in any event organisational hierarchies and the provisions set forth in the Articles and the regulations.
- To deal with any consultation broached on the interpretation of LaLiga's Articles and Regulations.
- To propose the initiation of disciplinary proceedings
- To issue mandatory reports in accordance with prevailing legislation with the capacity, as appropriate, to delegate such power to the Legal Counsel. Such delegation shall be granted by means of the majority needed to adopt resolutions on the matter referred to in this section.
- To draw up LaLiga's budget, as well as the Annual Report, Profit and Loss Account and the Budget Settlement.
- To recommend rules and criteria on drawing up the budgets of LaLiga members.
- Supervising and ensuring the integrity of internal financial and non-financial information systems.
- At the proposal of the Audit and Internal Control Committee, determining and supervising the internal control and risk management system.
- At the proposal of the Audit and Internal Control Committee, determining and supervising the Compliance Management System and amendments to the policies that make it up.
- Any others matters that are expressly assigned to it in these Articles or in the regulations.
- To decide on LaLiga's functional structure and work posts at the proposal of the President and to elect two members of the SEFPSA Board of Directors pursuant to the provisions set forth in article 46 of these Articles of Association.
- Appointing the members of the Audit and Internal Control Committee, on the proposal of the President.
- At the proposal of the Audit and Internal Control Committee, selecting, appointing and dismissing the Regulatory Compliance Body Manager and, if appropriate, the internal audit functions manager.

After having conducted the relevant formalities, to declare and, as appropriate, render without effect the existence of a situation of economic difficulty suffered by a Club/Sports Corporation in

accordance with the Collective Agreement entered into by LaLiga and the Association of Spanish Footballers

## **President**

### **a) Basic principles and regulatory standards**

The President of LaLiga shall be chosen from among the candidates who meet the requirements provided for in these Articles by means of a free, direct and secret vote by all the members of the General Assembly.

The legal regime of the President is provided for in Articles 32 to 37, inclusively, of the Articles of Association and in Book II, Articles 1 to 9, of the General Regulation. The President's term of office shall last for four years counting from the date of his/her election and the President may be re-elected for identical successive periods.

The President is the highest official of LaLiga and holds responsibility for its governance and legal representation, and is conferred with LaLiga's executive powers. The office of President shall be remunerated and the President's remuneration shall be set through a resolution of the General Assembly.

### **b) Powers**

The following powers have been vested on the President of LaLiga:

- To ensure fulfilment of the Articles, General Regulation, circulars and other resolutions adopted by the General Assembly, the Executive Committee, the Division Committees and other bodies of LaLiga and taking the necessary decisions for such purpose.
- To chair the General Assembly, the Executive Committee, the Division Committees and other bodies of LaLiga as set forth, call their meetings, set their Agendas, direct deliberations and order the voting to take place under the terms set forth in these Articles.
- To represent LaLiga before any person or organisation, public or private, within any sphere with the broadest legal powers, and thus with the necessary or suitable capacity to contract, reach agreements, file, continue with, acquiesce and abandon court, administrative and economic-administrative proceedings before agencies and courts of any jurisdiction or nature, be they Spanish or foreign, with the power to answer interrogatories and grant powers of attorney to court representatives and attorneys.
- To agree on the acquisition or disposal by any title over goods or rights, works, services and supplies, except where the power is reserved for another body.
- To exercise oversight of the budgets of Sports Corporations and Clubs as provided under the terms set forth in article 3.1.g) of the Articles.
- To set up joint and other committees with the Real Federación Española de Fútbol, the Asociación de Futbolistas Españoles (Spanish Footballers' Association), the High Council for Sport, the Internal Revenue Service, Sports Corporations or Clubs and/or any other institutions, agencies and/or private or public legal persons or natural persons, laying down their rules and rules of procedure, as well as appointing LaLiga's representatives in such Committees, which may even be natural persons, regardless of whether or not they have an employment relationship with LaLiga.
- To raise before competent bodies proposals for the adoption of resolutions under the terms set forth in these Articles.

- Any powers delegated to the President by the General Assembly, the Executive Committee, the Division Committees and other bodies of LaLiga.
- Any others corresponding to the President according to the provisions set forth in these Articles or in the General Regulation.
- The President may delegate any of the powers vested in him/her to the Vice-Presidents of LaLiga, the Corporate General Manager and the Legal Counsel, and must give notice of such delegation to all affiliates of LaLiga.
- The President may delegate any of the powers vested in him/her to two employees of LaLiga, provided that such delegation is jointly and severally authorised by any of the aforementioned (Vice-Presidents, Corporate General Manager and Legal Counsel). Once such delegation has been made, notice thereof should be given to all LaLiga affiliates.
- To propose the functional organisation of LaLiga to the Executive Committee, including the hiring, appointment, dismissal and removal of LaLiga's employees.
- To open, run and cancel current, savings and credit accounts at any credit, financial or banking institution, be they public or private, savings banks and in general terms any other kind of financial account jointly and severally with the Legal Counsel and the Corporate General Manager. Two signatures of any of the three above shall suffice for such purposes. The President may likewise issue, accept or endorse bills of exchange and other securities within the constraints set forth herein and may also administer LaLiga's funds with broadest possible powers of administration.

In the elections held in November and December 2023, Mr. Javier Tebas Medrano was elected President of LALIGA for a fourth consecutive term.

#### VICE-PRESIDENTS OF THE LIGA

According to what is stated in article 38 of the Articles LaLiga has two Vice-Presidents, who shall be appointed as follows:

The candidate put forward by the First Division Corporation or Club that turns out to be elected by the First Division Committee at the election called for such purpose shall hold the office of First Vice-President.

The candidate put forward by the Second Division Corporation or Club that turns out to be elected by the Second Division Committee at the election called for such purpose shall hold the office of Second Vice-President.

The Vice-Presidents' term of office shall be of two years and they may be re-elected for successive periods.

The Vice-Presidents shall stand down from office should the Sports Corporation or Club they represent cease to take part in the Division for which they were elected and/or when they no longer represent the Club.

During the 2022/2023 Season both the First and Second Deputy Chairmen remained in office. The current First Deputy Chairman is Miguel Ángel Gil Marín, representing Club Atlético de Madrid, SAD, and the Second Deputy Chairman is Francisco Javier Catalán Vena, representing Levante Unión Deportiva, SAD.

## CORPORATE GENERAL MANAGER

According to what is stated in article 44 bis of the Articles, LaLiga's Corporate General Manager is the person appointed by the Executive Committee at the proposal of the President, under whose management the Corporate General Manager oversees the activities and duties of each of LaLiga's divisions, departments and services in accordance with the guidelines approved by the Executive Committee. He/She also manages and oversees LaLiga's human resources and holds responsibility for proposing the hiring of staff to the President for the Executive Committee's subsequent approval.

The following are also the Corporate General Manager's powers, which shall always be under the President's management:

- Responsibility for LaLiga's economic area, acting under the guidelines laid down by the General Assembly, the Executive Committee and the President. He/she is in charge of LaLiga's accounts and ensures any expenses incurred are in accordance with approved budgets. Those holding responsibility for financing and/or accounting departments shall report to him/her. The Corporate General Manager is responsible for preparing the annual report, accounts, settlement for the financial year and the draft budget for it to be drawn up by the Executive Committee and subsequently approved by the General Assembly, along with issuing any reports on economic matters requested by the General Assembly or the President. He/she holds responsibility for the accounts between LaLiga and its affiliates.
- Holding the highest responsibility for the economic oversight mechanism for Sports Corporations and Clubs, as governed by Book X of the General Regulation. Supervising the Economic Oversight Department referred to in said Book X also falls within his/her duties.
- Holding the highest responsibility for the effective implementation and fulfilment of the rules and criteria to draw up the budgets of the entities affiliated to LaLiga. Such implementation and fulfilment shall be done in accordance with the provisions set forth in the Articles of Association and with the rules and criteria approved by the Executive Committee.
- Holding responsibility for managing and overseeing the Works Department with a view to adapting stadiums to legislation on the prevention of violence, racism and xenophobia in sport which may prevail from time to time, managing and overseeing this department regardless of which entity it may be placed under (LaLiga, Sociedad Española de Fútbol Profesional, S.A. or its subsidiary).
- The Corporate General Manager may open, run and cancel current, savings and credit accounts at any credit, financial or banking institution, be it public or private, savings banks and in general terms any other kind of financial account jointly and severally with Legal Counsel and the President. Two signatures of any of the three above shall suffice for such purposes. The Corporate General Manager may likewise issue, accept or endorse bills of exchange and other securities within the constraints set forth herein and may also administer LaLiga's funds with broadest possible powers of administration.
- Along with Legal Counsel and the President, the Corporate General Manager is jointly and severally entitled to sign on behalf of the organisation to dispose of funds in the current, savings and credit accounts opened in LaLiga's name at any credit institution, bank or savings bank, and in general terms in any other kind of financial account, as well as to accept bills and issue promissory notes within the limits set forth herein. Two signatures of any of the above shall suffice for such purposes.



His/her appointment shall be made by the Executive Committee at the President's proposal. The Corporate General Manager's term of office shall be linked to that of the President, so that where the President who has put forward his/her appointment should stand down from office, his/her term of office shall also come to an end automatically, without detriment to his/her removal from office at any time. Currently, LaLiga's Corporate General Manager is José Guerra Álvarez.

## **Legal Counsel**

The Legal Counsel of LaLiga is the person appointed by the Executive Committee at the President's proposal, whose duties are listed below:

- The Legal Counsel holds responsibility for LaLiga's legal advice and for its legal affairs.
- The Legal Counsel is the Secretary of all LaLiga's collegiate bodies and is in charge of advising them, drawing up the minutes of their meetings and issuing any certificates they may request. He/she is responsible for keeping LaLiga's book of minutes and other official books. Asimismo, con su firma autoriza las comunicaciones, convocatorias y circulares de LaLiga.
- Along with the Corporate General Manager and the President, the Legal Counsel is jointly and severally entitled to sign on behalf of the organisation to dispose of funds in the current, savings and credit accounts opened in LaLiga's name at any credit institution, bank or savings bank, and in general terms in any other kind of financial account, as well as to accept bills and issue promissory notes within the limits set forth herein. Two signatures of any of the above shall suffice for such purposes.
- Along with the President, the Legal Counsel shall also hold the power to represent LaLiga on his/his own before any person or organisation, public or private, within any sphere with the broadest legal powers, and thus with the necessary or suitable capacity to contract, reach agreements, file, continue with, acquiesce and abandon court, administrative and economic-administrative proceedings before agencies and courts of any jurisdiction or nature, be they Spanish or foreign, with the power to answer interrogatories and grant powers of attorney to court representatives and attorneys.
- The following institutional duties lie within the Legal Counsel's competence through the President's delegation and under the Executive Committee's oversight:
- Relationships with the Real Federación Española de Fútbol, with the Association of Spanish Footballers or International relationships with the Association of European Leagues, UEFA, FIFA, etc.
- Any powers vested in the Legal Counsel through delegation by LaLiga different bodies of governance and representation and Executive Committee.
- The Legal Counsel's term of office shall be of four years and may be expressly or implicitly extended for equal periods of time.

The Executive Committee may appoint at President's proposal one or several Legal Department alternates from among those responsible for LaLiga's internal bodies. The Legal Department alternate(s) shall stand in for the Legal Counsel in the event of his/her abstention, absence or illness or where an objection is lodged against him/her or, as appropriate, in the processing of any proceedings involving the temporary suspension of certain rights of the affiliates laid down by the Articles.

## **OTHER LALIGA BODIES**

### **a) Comisión Electoral**

It is the body responsible for ensuring compliance with LALIGA's election procedures for the election of the Chairman and, therefore, the one that calls the elections and the competent body to resolve any complaints that may be made during the same.

Once the position in the Chairman's Office of LALIGA becomes vacant, the Electoral Committee is formed, consisting of five members. Three members shall be appointed at random from among LALIGA affiliates competing in the First Division at the time of the vacancy and two shall be appointed at random from among LALIGA affiliates competing in the Second Division at the time of the vacancy.

The Committee shall choose a Chairman and Deputy Chairman from among its members by a simple majority.

### **b) Association Disciplinary Judge**

The Association Disciplinary Judge is the body entrusted with initiating and resolving in a single instance any disciplinary proceedings that arise from a breach or infringement of LaLiga's Articles and General Regulation by any of its affiliates.

The Judge shall not currently hold or have held during the last three seasons a management position or maintained an employment relationship with any Sports Corporation or Club among those affiliated to LaLiga.

A Law graduate with at least five years of professional experience shall be appointed, and he/she shall be appointed by the Assembly of LaLiga Judge's terms of office shall last for one league season and may be expressly or implicitly extended for successive periods

### **c) Economic Oversightcommittee**

LaLiga's Economic Oversight Committee is entrusted with verifying the appropriate fulfilment of the economic oversight rules and the rules and criteria to draw up the budgets of LaLiga's affiliates. As appropriate, it may impose the relevant penalties pursuant to the provisions set forth in article 78 bis of the Articles of Association.

The Committee shall consist of five members, who shall not currently hold or have held during the last three seasons a management position or maintained an employment relationship with any Sports Corporation or Club among those affiliated to LaLiga Three of the appointments shall be for economists, chartered accountants or auditors and the other two appointments shall be for Law Graduates. All its members shall have at least five years of professional experience.

The members of the Committee shall be appointed by the Assembly of LaLiga Their terms of office shall last for one league season and may be expressly or implicitly extended without a time limit.

### **d) Licensing Committee**

LaLiga's Licensing Committee is the body entrusted with definitively resolving any conflicts which may arise between the LaLiga's members connected with the processing of provisional licences or their prior approval to take part in professional competitions.

The Committee shall consist of three full members and three alternate members, who shall not currently hold or have held during the last three sports seasons a management position or maintained an employment or service provision relationship with any Sports Corporation or Club among those affiliated to LaLiga.

Law Graduates shall be thus appointed. All its members shall have at least five years of professional experience. Their terms of office shall last for two sports seasons. The members of the Committee shall be appointed by the Executive Committee of LaLiga at the proposal of the President.

### **e) Legal Committee**

The Legal Committee is the body entrusted with adopting the resolutions corresponding under the Law to LaLiga's collegiate governance, representation and internal bodies (Executive Committee and Division Committees) in accordance with the provisions set forth in the Articles and in the General Regulation of LaLiga in any cases where there is an abstention or objection involving more than fifty per cent (50%) of the representatives of the affiliated Clubs or Sports Corporations that comprise such bodies

The Committee shall consist of three members, who shall not currently hold or have held during the last three seasons a management position or maintained an employment relationship with any Sports Corporation or Club among those affiliated to LaLiga.

Law Graduates with at least five years of professional experience shall be appointed, and they shall be appointed by the Executive Committee of LaLiga. Their terms of office shall last for one league season and may be expressly renewed for successive periods.

### **f) Budget Validation Body**

LaLiga's Budget Validation Body is, by the President's delegation, entrusted with verifying affiliated Sports Corporations or Clubs' fulfilment of the rules and criteria to draw up the budgets of entities affiliated to the LIGA in accordance with the Articles of Association and the aforementioned rules and criteria. Their powers are the following:

1. To propose to the President of LaLiga the validation and acceptance of the budgets submitted by Sports Corporations and Clubs.
2. To request the relevant explanations of the information said budgets accept or upon which they are based, as well as to request adjustments to the amounts appearing therein.
3. To bring the relevant conclusions before the competent bodies of LaLiga for the purposes laid down in the rules and criteria to draw up the budgets of Sports Corporations and Clubs.

The Body shall be comprised of three people appointed by the President of LaLiga. Said appointments shall be ratified by the members of LaLiga's Executive Committee and must have the votes in accordance with the Articles.

### **g) Regulatory Compliance Body**

On 11 September 2015, the Executive Committee approved the establishment of the Regulatory Compliance Body, thus amending the Articles of Association approved by the Extraordinary General Meeting on 24 September 2015.

The aforementioned Body is responsible for managing LALIGA's Regulatory Compliance Management System and the internal self-regulation rules that form part of it, as well as for the regular assessments of compliance with these rules. It has autonomous powers of initiative and control and reports to and is directly dependent on the Audit and Internal Control Committee, without prejudice to the fact that it may also report directly to the Executive Committee.

#### **h) Audit and Internal Control Committee.**

During the 2020/2021 Season, an amendment to the articles of association was approved, first of all by the Executive Committee on 24 June 2021 and, subsequently, by the Extraordinary General Meeting on 30 June of the same year, which consisted of the inclusion of a new precept into LALIGA's Articles of Association, article 43 Sexies, regulating the constitution, set up and duties of an Audit and Internal Control Committee.

The new body is in charge of supervising the independence of the external auditor, the process for drawing up and presenting financial and non-financial information, internal control and risk management systems and internal audit and compliance duties, both for LaLiga and its subsidiary companies.

#### **i) Audiovisual Rights Management Oversight Body**

Body provided for in article 6 of the Articles of Association and article 10 of Title V of Book XI of the General Regulation. It has the following powers:

- Managing the marketing and exploitation of audiovisual rights in compliance with statutory and regulatory standards.
- Proposing decisions on the distribution criteria to the LaLiga governance bodies under the terms provided in prevailing laws.
- Monitoring, reviewing and auditing the business management and economic results derived from the joint exploitation and marketing of audiovisual rights.
- Establishing the standard for the production and execution of the audiovisual recording of nationwide professional football matches, based on a common style that promotes the integrity of the competition, compliance with the regulations in force on the holding of matches and the value of the product.
- Determining the amounts that, in accordance with current legislation, each Club/SAD is entitled to receive for the exploitation and marketing of audiovisual rights.
- Gathering and verifying the data necessary to assess the social implementation of the affiliate Clubs/SAD and any other that is necessary to determine the income that each Club/SAD should receive from variable items.
- Before the end of the calendar year in which each season has started, publishing the criteria for the distribution of audiovisual revenues, the amounts corresponding to each participating entity and the amounts contributed in compliance with the obligations provided for prevailing laws, on the website.
- Any other powers attributed by current legislation or delegated to it by the corresponding bodies of LaLiga.

The composition of the Audiovisual Rights Management Control Body will be renewed every season. It is made up of the following members: a) The two Clubs or SADs with the highest audiovisual rights revenue at national level in the last five years; b) Two first division Clubs/SADs elected by the teams in that category that were not members of the Committee, by virtue of the previous section; c) One second division Club/SAD elected by the Clubs/SADs in that category; d) The President of LaLiga, who will have the casting vote in the event of a tie.

After the electoral process carried out during the month of November 2023, the composition of the aforementioned body is as follows: for the First Division, in addition, Real Madrid and Fútbol Club Barcelona (for section a), Club Atlético de Madrid, SAD and Club Atlético Osasuna for section b); and for the Second Division, the Reial Club Deportiu Espanyol de Barcelona SAD.

The State Tax Administration Agency and the General Treasury of the Social Security, as public creditors, will also be called, and will be entitled to speak but not to vote, insofar as any of the affiliate Clubs/SADs have outstanding amounts to be paid to any of the aforementioned administrations.



# CODE OF ETHICS

NG-CTO-002

**LALIGA**

 **DO THE RIGHT THING.**

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## 1. INTRODUCTION AND PURPOSE

The purpose of the Code of Ethics is to establish the values and principles of the LALIGA Organization, which allow us to consolidate an upright, ethical and responsible conduct. Therefore, this document is conceived as a set of rules that define LALIGA's corporate culture.

In this sense, although the Code of Ethics cannot and does not intend to contemplate all situations that may arise in our day-to-day work, it does constitute a normative framework of reference to orient and guide our actions and decisions.

## 2. SCOPE OF APPLICATION

The Code of Ethics binds and applies to the following persons (hereinafter referred to as "subject persons"), without exception:

- (i) All professionals of the LALIGA Organization, understood as "professionals", any natural persons who carry out their professional activity within the scope of the LALIGA Organization, regardless of the modality of their contractual relationship – employment, provision of services or other – with the entity in question, their geographical location, the place of provision of their services and their hierarchical position.
- (ii) All members of the governing bodies of the LALIGA Organization, understood as members of the bodies of the Liga Nacional de Fútbol Profesional and members of the administrative bodies of the rest of the entities belonging to the LALIGA Organization, as well as their natural person representatives when they are legal persons, regardless of the type of contractual or organizational relationship, geographical location, place of provision of their services and the hierarchical position they occupy.

For the purposes of this Code of Ethics, the term "LALIGA organization", "Organization" or "LALIGA" means the Liga Nacional de Fútbol Profesional and any other entities majority-owned or wholly owned by it, regardless of their geographical location, as well as the Fundación LALIGA.

All subject persons must be aware of and respect the content of this Code of Ethics insofar as it is applicable to them.

## 3. THE VALUES OF LALIGA

The values that define LALIGA's culture and must guide the conduct of the people subject to this Code are the following:

### 3.1. MAKE IT MATTER. TO EVERYONE

We are aware that football is a sport capable of reaching, involving and uniting everyone, being present in any corner of the world. For this reason, we recognize and celebrate the diversity of people, cultures and countries, promoting their integration, universality and accessibility through sport.

We also believe in the importance of teamwork, solidarity, generosity and the vocation to help achieve a better and fairer society.

### 3.2. AIM HIGH. WITHOUT FEAR

We are ambitious and competitive by nature, we try to overcome the challenges and obstacles that may appear on a day-to-day basis with the greatest possible proactivity.

At the same time, we anticipate the needs and desires demanded by society, always with a pioneering spirit and self-improvement, trying to go beyond our limits and aiming for excellence to be better people and professionals, reaching new goals and objectives.

### 3.3. BELIEVE IN TALENT. LEAVE A MARK

We believe in the strength of people's talent, recognizing and appreciating the abilities of all. Therefore, collaboration and the exchange of ideas are encouraged, both internally and externally, with our stakeholders, maintaining ethical and quality standards in everything we do.

We seek results in the most correct and efficient way possible, based on meritocracy and promoting a fair and equitable environment. All of this allows us to boost the potential of individuals, our clubs and other stakeholders.

### 3.4. DO THE RIGHT THING. PERIOD

We believe in the power of sport to change attitudes that make us better as people and as a society, always promoting an environment where every decision and action is based on compliance with applicable regulations, the highest ethical standards and respect for others.

It all starts with fair play, so being transparent and honest is one of our main premises. In short, integrity, legality, ethics, transparency and respect are pillars that must define our actions.

## 4. GENERAL PRINCIPLES OF CONDUCT

On the basis of LALIGA's values, the following are the guidelines of conduct that all persons subject to this Code of Ethics, without exception, must respect within the scope of their relationship with LALIGA, prioritizing and being common in all of them, compliance with laws, regulations, circulars of regulatory and/or supervisory bodies, as well as the internal regulations of the Organization that are applicable to our activities. Consequently, when the regulations applicable to the relationship with LALIGA of a subject person establish provisions in relation to the guidelines of conduct listed below, the provisions of the applicable regulations will be fully applicable, without prejudice to the fact that they must be complemented with the provisions of this Code of Ethics.

### 4.1. INFORMATION-RELATED CONDUCT GUIDELINES

#### 4.1.1. Confidentiality of Information.

LALIGA considers that the protection of information and knowledge are essential for the performance of its activity. For this reason, the persons subject to this Code must maintain secrecy with respect to all confidential information<sup>1</sup> of which they have knowledge within the scope of their relationship with the Organization, whether related to LALIGA or any other third party, and in addition, they must:

- a. Use such information exclusively for the performance of his/her activity or professional responsibilities in the Organization.
- b. Not use the confidential information of the LALIGA Organization for their own benefit or for the benefit of a third party.

#### 4.1.2. Completeness and veracity of information

Transparency is an essential principle of LALIGA and, therefore, all persons subject to the Code of Ethics must ensure the integrity and veracity of all information to be communicated, both internally and externally, including accounting and financial information, which must be complete, accurate and truthful. Therefore, under no circumstances will incorrect or inaccurate information be knowingly provided that may mislead the recipient of such information.

<sup>1</sup>Any data, documentation or information, of a technical, economic, financial, commercial, strategic, creative, design or any other nature, including, but not limited to, discoveries, concepts, ideas, know-how, techniques, designs, drawings, drafts, diagrams, models, samples, replicas, databases, computer programs, client lists, procedures or documents of any kind relating to the activities of the LALIGA Organization, which has not been published by it.



In this regard, the accounting and financial information of the entities that make up the Organization must be carried out with transparency and rigour, respecting in all cases the applicable Law and complying with the Organization's internal control procedures, in order to ensure that they reflect the true image of each and every one of the operations carried out.

#### 4.1.3. Protection of personal data

All persons subject to this Code must ensure the protection of the personal data processed within the scope of their relationship with LALIGA, and in particular, respect for and compliance with the applicable legislation and/or internal regulations on data protection.

### 4.2. CONDUCT GUIDELINES RELATED TO CORPORATE ASSETS

#### 4.2.1. Responsible use of resources

Persons subject to this Code to whom corporate resources are provided for the performance of their activities and responsibilities within the scope of their relationship with LALIGA must use them to meet the professional purposes for which they are intended, in an efficient manner and with due diligence. Therefore, they will refrain from making any improper or inappropriate use of such corporate resources.

#### 4.2.2. Use of information and communication technologies

In addition to the provisions of the previous section (4.2.1), in the use of computer systems and information technologies, maximum security measures must be taken and the rules of use established for this purpose by the Organization must be strictly complied with.

Likewise, in relation to the use of information and communication technologies, including Artificial Intelligence (AI) software programs or systems capable of performing tasks that generally require human intelligence, such as learning, reasoning, perception, understanding, problem-solving and interaction with the environment, such use must be carried out in a responsible manner, guaranteeing at all times the fundamental rights of citizens, including their privacy, the security and confidentiality of information, and the applicable internal or legal regulations.

#### 4.2.3. Corporate image and reputation

LALIGA pays special attention and care to its corporate image and reputation, and the persons subject to this Code must act with the utmost diligence to preserve the good image and reputation of the Organization in all its activities, acting loyally and avoiding disqualifications, criticisms or any type of statements through any oral or written means, including social networks, which could compromise or damage, directly or indirectly, the image and reputation of LALIGA, its dependent entities, its directors, members of its governing bodies or, in general, any interest group, and in particular, comments that could have defamatory or discrediting content or intentions, or that are insulting, offensive or vexatious.

### 4.3. PATTERNS OF CONDUCT RELATED TO THE ENVIRONMENT AND THE MARKET

#### 4.3.1. Respect for the environment

LALIGA is committed to the rational and efficient use of the resources it manages, and carries out its activity with an active and responsible commitment to protecting and conserving the environment.

Therefore, the persons subject to this Code must seek the sustainable development of their activity within the scope of their relationship with the Organization, and with the utmost respect for the applicable environmental regulations, which must also be promoted in relations with our stakeholders.

#### 4.3.2. Relationship with the market

LALIGA is committed to fair and honest market competition, not admitting deceptive, fraudulent or malicious practices or conduct with which to obtain inappropriate advantages in the market. All persons subject to this Code must protect, within the scope of their relationship with the Organization, the fundamentals of free competition, avoiding preventing, restricting or distorting competition.

#### 4.3.3. Fight against bribery, corruption, money laundering and terrorist financing

LALIGA expresses its absolute rejection of any type of corruption, bribery or extortion, and therefore, all persons subject to the Code of Ethics, without exception, will refrain from carrying out any type of practice that could be framed in such behaviors, to obtain directly or indirectly an undue benefit or advantage of any nature, through the use of practices that contravene the Law, the values set out in this document, or the internal regulations that may be applicable, where applicable, in matters of corruption, gifts, invitations, donations, purchases and contracts.

In addition, appropriate rules and procedures for the prevention of money laundering and terrorist financing must be applied in business relations.

In this regard, if there are doubts about any type of practice and, in particular, whether or not it is prohibited, or how to act in a given situation, the LALIGA Compliance Body (cumplimiento@laliga.es) must be consulted.

#### 4.3.4. Integrity of LALIGA's sports competitions

Professional sport plays a fundamental role in society. It has a strong social, educational, cultural and recreational dimension, and contributes greatly to economic and social cohesion. The values transmitted through sport contribute to the development of knowledge, motivation, skills and a willingness to make a personal effort.

For this reason, principles such as fair play, compliance with the rules of the game, respect for others, solidarity and discipline become essential in our sports competitions, and the people subject to this Code must not only respect them but also promote them in order to avoid or mitigate the risk of any conduct that has the purpose of the game, by act or omission, deliberately and fraudulently predetermine or alter the outcome of the competition.

Likewise, persons subject to the Code of Ethics shall refrain from participating and/or making, directly or indirectly through third parties, any type of bet, whether promoted by public or private institutions, linked to LALIGA sports competitions or others in which the Clubs and Sports Limited Companies (SADs) that are part of LALIGA participate.

### 4.4. STAKEHOLDER CONDUCT GUIDELINES

#### 4.4.1. Relationship with customers, suppliers and collaborators

LALIGA considers its customers, suppliers and collaborators, together with its employees and affiliated Clubs/SADs, essential for the achievement of its objectives of growth and continuous improvement, and must establish a framework of collaboration with all of them governed by trust, legality, respect, transparency and mutual benefit.

Likewise, the persons subject to the Code of Ethics and, in particular, those who intervene directly or indirectly in the selection or contracting of clients, suppliers or collaborators, must act with impartiality, objectivity and transparency, respecting the applicable regulations for this purpose and avoiding any interference or personal interests with those of the LALIGA Organization.

On the other hand, all customers, suppliers and collaborators with whom it is contracted must also respect, within the framework of the contractual relationship, the values and principles set out in the Third Party Code of Ethics.

#### 4.4.2. Relationship with affiliated Clubs/SADs

Relations with LALIGA affiliates must be based on respect, equal treatment, transparency and mutual trust, within a framework of continuous collaboration governed by compliance with the Law, the applicable Statutes and Regulations.

#### 4.4.3. Relationship with authorities and Public Administrations

Relations with Institutions, Bodies and Public Administrations, both national and international, must be governed by institutional respect, transparency and maximum collaboration, and must duly comply with their resolutions and instructions within the legally required deadlines.

In this sense, the persons subject to the Code of Ethics must maintain at all times, in relation to their functions in the LALIGA Organization, an attitude of respect, transparency and collaboration in the face of any requirement, inspection or supervision that may be carried out, all of which must be managed by the persons validly authorised to do so. Therefore, any information or documentation that is transmitted to the authorities or Public Administrations must be truthful, adequate, useful and consistent.

#### 4.4.4. Relationship with professionals of the LALIGA Organization

LALIGA rejects any manifestation of physical, sexual, gender, psychological, moral harassment or abuse of authority, as well as any other conduct that could be offensive and/or that violates the individual rights of the person. Therefore, intimidation, disrespect or any form of physical or verbal aggression are unacceptable and will not be allowed at work. And in this sense, no type of discrimination based on race, sex, religion, nationality, political opinion, sexual orientation or any other personal, physical or social condition of people will be tolerated.

Likewise, LALIGA considers the development of its professionals to be important, and equal treatment must be provided between men and women, with equal opportunities in access to work and professional promotion, which must be carried out with criteria of equity, objectivity and transparency. All this, facilitating the necessary balance between professional and personal life, in order to be able to reconcile work needs with family responsibilities and personal needs in the best possible way.

#### 4.4.5. Prevention of violence against children and adolescents

Child abuse in all its forms is a social problem of extraordinary magnitude that concerns all citizens, and in particular all persons who are in contact with or carry out their professional activity with minors, which is the case in the field of sport.

For this reason, the persons subject to this code, and especially those who, in the context of their relationship with LALIGA, may have a direct or indirect relationship with minors, must ensure that all activities with minors are carried out in safe environments and equipped with adequate protection measures against any form of violence against children and adolescents, as well as fully complying with both the applicable legislation and internal regulations.

#### 4.4.6. Occupational health and safety

Health and safety at work is a priority for LALIGA, and a safe and risk-free working environment must be guaranteed. Therefore, all persons subject to this Code must be aware of, respect and comply with the occupational health and safety protection standards applicable to them.

#### 4.4.7. Loyalty. Conflicts of interest

Persons subject to this Code of Ethics must always act, in the fulfilment of their responsibilities, with loyalty, honesty and in defence of the interests of the LALIGA Organization. Consequently, subject persons must refrain from prioritizing their personal interests at the expense of the Organization and from intervening or influencing, directly or indirectly, the decision-making affected by the potential conflict of interest. They must also refrain from using the name of LALIGA to unduly influence the conduct of private

transactions, make use of corporate assets for private purposes – including the Organization's confidential information – and carry out activities on their own account or on behalf of others that involve actual or potential competition with the Organization, or that place them in permanent conflict with the interests of LALIGA.

A conflict of interest is considered to exist in those situations in which the interest, direct or indirect, of a subject person or of a person linked to a subject person is opposed, collides, interferes or may interfere, directly or indirectly, with the interests of the LALIGA Organization.

For these purposes, and except where LALIGA's internal regulations provide otherwise, the following shall be considered as persons related to the subject persons:

1. In the case of a subject person who is a legal person:
  - Partners or shareholders who are in a position of control over the subject person.
  - De jure or de facto administrators, liquidators and attorneys-in-fact with general powers of attorney of the subject person.
  - Persons who, in respect of the representative of the subject person, are considered to be related persons in accordance with the provisions of paragraph 2) below.
  - Companies that are part of the same group as the subject person.
2. In the case of a subject person who is a natural person:
  - Your spouse or person with a similar affective relationship.
  - Their ascendants, descendants and siblings and those of their spouse or person with a similar affective relationship.
  - The spouses of their ascendants, descendants and siblings of the subject person.
  - Entities or companies in which it holds, directly or indirectly, including through an intermediary, a shareholding that gives it significant influence or in which it holds or in whose parent company it holds a position on the board of directors or in senior management.
  - The legal entity that is the subject person who has been appointed as its representative in the LALIGA Organization.

#### 4.4.8. External labor, business, political or associative activities

Professionals with an employment relationship of the LALIGA Organization shall refrain from carrying out any other work, business, political or associative activity outside the Organization, whether paid or not, that takes place during working hours and may interfere with the performance of their duties or whose compatibility is subject to legal or contractual restrictions or conditions, nor use LALIGA resources in this context, and must consult with the People Management area or the Compliance Body for any exception in this regard.

Likewise, in general, the aforementioned professionals may not use the LALIGA brand in the aforementioned activities.

On the other hand, the link, membership or collaboration with political parties or with other types of entities, institutions or associations outside the LALIGA Organization, must be done in such a way that their personal nature is clear and any involvement of the LALIGA is avoided, during free time and without the use of resources of any entity of the Organization.

#### 4.4.9. Intellectual and industrial property rights

Persons subject to the Code of Ethics must respect the intellectual and industrial property and the right of use that corresponds to LALIGA, to any of the entities of its Organization, to its affiliated Clubs/SADs or to any other third party, in relation to corporate logos, trademarks, logos,

## **LALIGA**

anagrams, logos, projects, programs and computer systems, equipment, manuals, knowledge and, in general, any work or work developed or created directly or indirectly by any of the entities of the LALIGA Organization, its affiliated Clubs/SAD or any other third party.

Likewise, the persons subject to this Code shall refrain from using the image, name or trademarks of LALIGA for private purposes or for purposes unrelated to the Organization, and shall act taking care not to infringe any type of image or intellectual or industrial property rights of third parties, and in particular, of the affiliated Clubs/SAD or their athletes, without proper authorization.

### **5. INTERPRETATION AND CONSULTATION ON THE CODE OF ETHICS**

Any doubts that may arise regarding the interpretation or application of the Code of Ethics should be consulted with the Compliance Body ([cumplimiento@laliga.es](mailto:cumplimiento@laliga.es)), which will promote the dissemination, knowledge of and compliance with this Code.

### **6. BREACHES AND YOUR DUTY TO REPORT**

Persons subject to the Code of Ethics have the duty to comply with the provisions of the Code, as well as to inform the Compliance Body of any breach of this Code of which they are aware or suspected.

Any breach of the Code of Ethics may be subject to sanction in accordance with the legally applicable disciplinary, contractual, statutory or organic regime.

### **7. ENTRY INTO FORCE**

This Code of Ethics, approved by the LALIGA General Assembly on the 23<sup>rd</sup> October 2023, repeals any previous version and will remain in force from the day following its communication by telematic means through the internal communication channels of the LALIGA Organization.

 **DO THE RIGHT THING.**



# THIRD PARTY CODE OF ETHICS

GENERAL RULES  
NG-CTO-007

**LALIGA**

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## 1. INTRODUCTION AND PURPOSE

LALIGA, its subsidiaries and investee companies, including the Fundación LALIGA (LALIGA Organisation) maintain the highest ethical standards in their business activities and expect the same from their third parties, understood as such to its suppliers, consultants, advisors or any individual or legal entity that maintains a contractual relationship of any kind with any of the entities of the LALIGA Organization (hereinafter, "Third Party").

Therefore, this Code, drafted in a spirit of cooperation and seeking mutual benefit, aims to establish the general guidelines of conduct and integrity that all LALIGA Organisation Third Parties must apply, regardless of their geographic location and with no exceptions.

The LALIGA Organisation specifically expects its Third Parties, including their directors and employees, to comply with the conduct guidelines set forth below.

## 2. THIRD PARTY CONDUCT GUIDELINES

### 21. RESPECT FOR THE LAW

The LALIGA Organisation strictly complies with applicable laws, standards and regulations, both domestic and international, and expects the Organisation's Third Parties to respect and comply with the same principle, refraining from conducting practices that endanger the legality of their business processes and also avoiding any unethical or dishonest conduct that, without infringing the Law, could damage the reputation or negatively affect the image of the LALIGA Organisation.

### 22. FIGHT AGAINST BRIBERY AND CORRUPTION

Third Parties must act with ethics, honesty and integrity in their relationships with their third parties, whether public or private, respecting the principle of zero tolerance to any form of corruption, bribery or extortion.

Thus, Third Parties' directors and employees must refrain from directly or indirectly promising or offering any type of payment in cash, in kind, or any other benefit that could be considered a bribe, to influence the actions or decisions of a third party, whether public or private, including LALIGA Organisation professionals, to obtain an undue advantage.

### 23. PREVENTION OF MONEY LAUNDERING AND FINANCING TERRORISM

Third Parties undertake to apply suitable measures at all times to prevent or impede operations related to money laundering or financing terrorism; they must inform the LALIGA Organisation entity with which they have a contract of any irregular payments, suspicious transactions or suspected money laundering related to such contract, directly or indirectly affecting the LALIGA Organisation.

### 24. PERSONAL DATA PROTECTION

LALIGA Organisation Third Parties must comply with applicable personal data protection and privacy legislation and will process personal data only according to the documented instructions of LALIGA. They must also accredit having sufficient guarantees for applying appropriate technical and organisational measures such that data processing complies with applicable data protection regulations and guarantees that data subjects' rights will be protected.

### 25. CONFIDENTIALITY AND INFORMATION SECURITY

Third Parties must take maximum precautions and responsibility regarding information they know or access as a result of their relationship with the LALIGA Organisation; data must be kept secret, ensuring the confidentiality, availability and integrity of such information, reducing the risks of dissemination and disclosure, as well as undue use, as much as possible.

Third Parties must also guarantee that they have implemented the necessary physical and logical security measures to ensure the protection and security of LALIGA Organisation information, whether digital, on paper or any other physical means.

For these purposes, any information not published in the LALIGA's webpage information and personal data the Third Party may have access to and which may be disclosed verbally, in writing or by any other means, is considered confidential information.

### 26. RESPECT AND HUMAN RIGHTS

In this area, the Organisation's Third Parties must: (i) protect the values defended in the Universal Declaration of Human Rights; (ii) the ten principles established in the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights; (iii) Organisation for Economic Cooperation and Development guidelines for multinational enterprises; (iv) and the Declaration on Fundamental Principles and Rights at Work by the International Labour Organisation (ILO), with special emphasis on eradicating child labour.

Regarding this latter issue, the LALIGA Organisation undertakes that all its employees, and those of its subcontractors, are over 16 or the age stipulated in the country where they operate where the Law is more restrictive. Furthermore, in no case will any minor carry out jobs that are hazardous or interfere in their education or physical, mental, moral or social development.

### 27. DEFENDING COMPETITION

Third Parties must respect fair market competition, promoting free competition with their competitors and avoiding deceitful, fraudulent or malicious practices or conducts that lead to inappropriate advantages, or illegally or unduly restrict trade or competition.

### 28. CORPORATE IMAGE AND REPUTATION

LALIGA places special emphasis on its corporate image and reputation. Thus, all directors, professionals and subcontractors of LALIGA Organisation Third Parties must maintain its image and reputation, using them appropriately at all times.

### 29. ENVIRONMENT

Third Parties must maintain a firm commitment to conserving and preserving the environment and biodiversity, complying with applicable legislation in this regard, and taking care to ensure sustainable development through its activities.

## 3. ACCEPTANCE AND COMPLIANCE WITH THE THIRD PARTY CODE OF ETHICS

LALIGA Organisation Third Parties must expressly accept the rules of action established in this Code of Ethics. They will also allow and participate in any activities to verify and control compliance with this Code established by the LALIGA Organisation, as well as implementing any necessary corrective actions. For this purpose, they will also notify the LALIGA Organisation of any information deemed relevant regarding the requirements established in this Code of Ethics.

Any breach of the provisions of this Code by a Third Party may have different consequences on the contractual relationship with the LALIGA Organisation, depending on the severity of the breach, from termination of the contract to disqualification as an approved LALIGA organization Third Party, notwithstanding other applicable legal and administrative actions.

## 4. INTERPRETATION AND QUERIES

Any doubts arising from the interpretation or application of this Code should be consulted with the LALIGA Organization Compliance Body.

## 5. APROVAL OF THE THIRD-PARTY CODE OF ETHICS

This Code of Ethics was approved by the Delegated Commission of LaLiga on 15th October 2019.



 **DO THE RIGHT THING.**





# GOOD PRACTICES

Rules and principles for Spanish federations, leagues and sportspeople



## AIM / TARGET GROUP

Integrity and good practices in sport must be considered an essential element in defining an honest and loyal sportsperson in accordance with the basic and elementary principles of all competitive physical activity. Rigging, the predetermination of results or sporting corruption itself, whatever its origin, only distances this individual from what is commonly understood as fair play, and therefore, they are outside the rules of the game. The aim of this guide is none other than to serve as a tool for all sportspeople who, following the rules and recommendations contained in it, intend to have their sporting and personal careers built on integrity and honour. Similarly, compliance with all these rules and recommendations only reinforces the protection that LALIGA intends to give to the competition, and therefore to all those involved in it.

Protecting football players, coaches and in general all the people who work for football is one of LALIGA's priority objectives, in order to achieve a competition with integrity in all its aspects.

## **/ ENTERTAINMENT AND LEISURE BETTING RULES**

According to the current gambling regulations in Spain, you cannot place bets on your team, nor on the teams involved in your competition, even if they are not playing against you. Don't play, don't gamble! Gambling in Spain is a regulated activity. The Gambling Act (13/2011 of 27 May) establishes the criteria and conditions to access betting, as well as its characteristics and limitations. This Law contains a specific provision for sportspeople in Article 6, which establishes a ban on betting for sportspeople, coaches, managers or other direct participants in the sporting event or activity on which the bet is placed.

**In other words, a sportsperson may not place a bet of any kind on their own matches, nor may they place bets on matches in their own competition.**

As far as football is concerned, the sports disciplinary regulations of the Real Federación Española de Fútbol prohibit betting directly or indirectly related to the match in question, sees it as a very serious offence, and establishes sanctions that can even lead to the permanent removal of a sports licence. Remember, the game is not to be messed with.



## **✓ RULES ON PREDETERMINATION, MATCH-FIXING OR RIGGING ELEMENTS OF THE MATCH**

Nowadays, there are many ways of detecting whether a match has been manipulated due to, among other elements, the irregular alteration of the quotas, which can lead to complaints to the competent bodies in sporting matters, or directly to criminal proceedings. Don't gamble. Predetermining the outcome of a match, or any element or outcome of a match, in advance goes against one of the most basic principles of sport: the uncertainty of the outcome at any stage of the game. Breaking this maxim disrupts the whole system on which fair and honest competition should be based. Fixing, predetermination or rigging of the results of a match, as well as of any element of the match, is a CRIME. Since 2015, the Criminal Code includes the offence of corruption between private individuals (Article 286 bis), and establishes prison sentences of up to four years for those who manage to or simply attempt to rig or alter the result of a match or any of its elements. The mere fact of offering, promising or granting an advantage of any kind to the opponent in a sporting competition is a criminal offence. In addition to these criminal consequences, there are sporting consequences for your career, or direct career-ending consequences. Sports disciplinary regulations provide for disqualifications of up to five years for offenders, which means the end of your sporting career. LALIGA works firmly in the control, prevention, investigation and reporting of these behaviours, which, together with technological advances in the detection of betting fraud, are very valuable tools in the fight against this scourge. LALIGA has its own match-fixing detection system called TYCHE which, together with the work of the Integrity Officers, allows us to monitor, analyse and track bets placed on our competitions from anywhere in the world.

Similarly, the use of inside, privileged or confidential information is strictly prohibited when it is used for purposes other than those authorised. This inside information is the information that sportspeople have by the mere fact of belonging to a club or team, and which could allow them in some cases to obtain some kind of advantage over third parties when placing a bet. If you have inside and confidential information, do not use it for gambling or give it to a third party; misuse of this information can come back to harm you.



**Our analysts can detect suspicious movements in any competition, whatever the category, and report such conduct to the competent authorities as a criminal offence. Don't risk getting involved in a police investigation with criminal consequences of imprisonment and removal of sports licence for life.**



## **/ RULES ON BONUSES FOR WINNING OR EXTRA-SPORTING INCENTIVES**

Winning bonuses, also known as third party bonuses, are a disruption of the competition, undermining the integrity and fairness of the competition. Although they may seem less serious than losing bonuses, and contrary to the thesis defending their ethics and legality, third party bonuses are strictly forbidden, and therefore investigated and prosecuted by sports organisations and even by the courts. In fact, the April 2020 judgement in the so-called "Osasuna case" of the Provincial Court of Navarra is the first in Spain to convict for the crime of sports corruption. In other words, there is already a ruling that winning bonuses are a crime in our country, which means that they also fall under the type of sporting corruption typified by Art. 286 Bis. 4 of the Criminal Code, punishable by up to four years imprisonment and a fine of up to three times the gain or advantage. Cheating is therefore also accepting a bonus for winning.

Also, Article 82 of the Disciplinary Code of the Real Federación Española de Fútbol establishes both the promise, offering, giving or receiving of any compensation to a third party as an inducement to achieve a positive result that could benefit the payer as a serious offence.

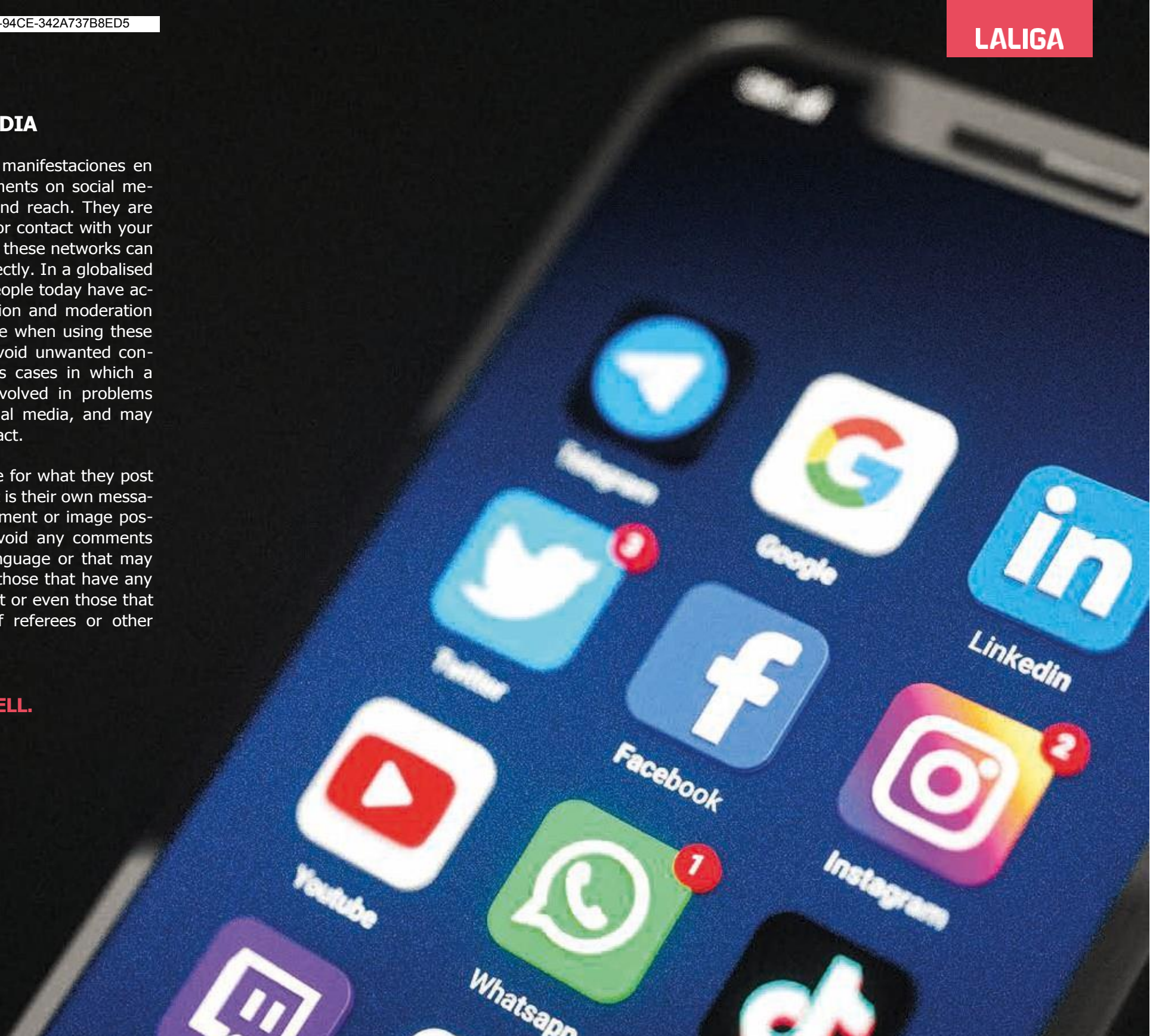
**FIFA, for its part, remarks that those activities that directly or indirectly, by action or omission, either influence in a lawful manner or manipulate the course of a match or competition, its result or any other aspect concerning it, will be sanctioned with a ban of at least five years on football-related activities and a minimum fine of CHF 100,000. In serious cases, the period of validity of said prohibition will be longer, or even for life.**

## USE OF SOCIAL MEDIA

Sé consciente de que tus manifestaciones en Be aware that your statements on social media have a great impact and reach. They are undoubtedly a basic tool for contact with your followers, but a bad use of these networks can be detrimental. Use it correctly. In a globalised world, where millions of people today have access to social media, caution and moderation on the part of sportspeople when using these networks is essential to avoid unwanted conflicts. There are numerous cases in which a sportsperson has been involved in problems due to the misuse of social media, and may even be reported for this fact.

Every person is responsible for what they post on their profiles, whether it is their own message or a repost of any comment or image posted by another person. Avoid any comments that use discriminatory language or that may incite violence, as well as those that have any political or religious content or even those that judge the performance of referees or other teammates or coaches.

**USE YOUR HEAD,  
USE SOCIAL MEDIA WELL.**



## / DISCRIMINATION - RACISM

LALIGA has been working for years on a maxim: Zero tolerance for any kind of discrimination, whether based on race, nationality, religion, language, sexuality or disability. Any behaviour that violates the values of equality that should prevail in sport is liable to be reported to the competent sporting or legal bodies, thus jeopardising your future as a sportsperson.

In this regard, all sportspeople and other people involved in sport are invited to report any conduct that promotes discrimination, whether verbal, physical, or even through comments on social media, with the intention of putting an end to it and being able to hold the perpetrators to account.

In the communication channel <https://canalcomunicaciones.laliga.com/stopracismo> you can send us the comments that you deem appropriate, with confidentiality being guaranteed. LALIGA promotes the social value of sport, the inclusion of everyone in sport and equality in its access, playing and enjoyment.

**THERE IS NO PLACE IN SPORT FOR INTOLERANT OR DISCRIMINATORY BEHAVIOUR, IF YOU SUFFER A CASE OF DISCRIMINATION OR INTOLERANCE,**

**REPORT IT.**





## **/ COMMUNICATION CHANNEL**

LALIGA provides you with a whistleblowing channel, [integridad@laliga.es](mailto:integridad@laliga.es), so that you can contact professionals from LALIGA's Integrity and Security Department and inform them of any relevant information in relation to the pre-determination of results, match-fixing, betting or other criminal offences.

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# Barcelona referee scandal: La Liga club denies wrongdoing after paying \$1.5 million to referee chief's company

By [Jonathan Johnson](#) Feb 16, 2023 at 7:56 am ET • 3 min read



Getty Images

Barcelona paid nearly \$1.5 million to the former refereeing committee vice-president [Jose Maria Enriquez Negreira](#) via a company of his between 2016-18, according to a bombshell Spanish language report from Cadena SER. Disgraced former president Josep Maria Bartomeu claimed that payments were made legitimately and then later finished as part of cost cuts.



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An official Barcelona statement, which confirmed receipt of refereeing reports from a company, said, "Knowing the facts which the Prosecutor's Office is investigating related to payments made to external companies, [the club] wants to make clear:

"That in the past Barcelona contracted the services of an external technical consultant, who provided, in video form, technical reports referring to players from the youth categories of the Spanish state for the club's technical secretary.

"Additionally, the relationship with this external provider expanded to technical reports related to professional refereeing, with a view to complementing the information required by the first-team and academy coaching staff, a usual practice in professional football clubs.



"At present, these types of external services fall to a professional assigned to the Area of Football. Barcelona regrets that this information appeared just at the best sporting moment of the present season.

"Barcelona will take legal action against those who damage the club's image with possible insinuations contrary to the reputation of the institution which could be produced based on this information."

According to Bartomeu, similar payments have existed since the early 2000s despite ex-Barca supremo Joan Gaspart denying any such sums. Joan Laporta who became president in 2003 after Gaspart's three-year reign ended and returned in 2021 confirmed that more payments exist, but maintained they are for normal consulting services.



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"After the information which has appeared in Cadena Ser, it has to be said that Barcelona in the past had contracted the services of an external consultant for reports on players from youth categories of the Spanish state," said Laporta. "Along with this, this same external consultant gave refereeing advice, which is very usual at the big clubs, as has always been done.

"Indeed, we have this refereeing advice in-house now. In the club's organization chart it is in the department of football with full normality. The news surprises me, it is not a coincidence that it has come out now. I want to communicate that

any tendentious interpretation that insinuates things that are not right will receive a proportional and adequate response from the club. So we reserve all the actions we need to defend Barcelona's honor and its interests.

"And I want to make it very clear, cules: it is not a coincidence that this information has come out now, information like this when things are going well. It is not a coincidence."

Barcelona prosecutor's office is investigating Enriquez Negreira's DASNIL 95 SL for corruption between individuals which stems from a treasury inspection of tax irregularities which Cadena SER reports as being worth almost \$1.5m from 2016 until 2018. The investigation is also happening because Enriquez Negreira did not provide documentation proving that he was providing Barca with a service.

Enriquez Negreira told Cadena SER that his advice was verbal and included players' conduct with referees. DASNIL was owned by Enriquez Negreira and operated by his son Javier Enriquez Romero and Enriquez Negreira has denied that he ever favored Barca in any refereeing decisions or disputes.

"The CTA wants to make it clear that Mr Enriquez Negreira has not been part of any federative structure since 2018," read a Comité Técnico de Arbitro (CTA), which is responsible for refereeing in Spain, statement. "The CTA deplores behaviours that could violate its ethics code. No active referee or member of the CTA bodies may carry out any work that is likely to constitute a conflict of interest. The CTA is making itself available to authorities to offer its full collaboration with any type of information it can provide."

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Brazil has been rocked by a betting scandal involving two of its international players, as has been confirmed by their Olympic head coach, Ramon Menezes.

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West Ham United's Lucas Paqueta is being investigated as part of this, as is Real Betis' Luiz Henrique. As a result, Menezes will not call upon the latter during the upcoming international break, as per **MD**.

"I'm also going to tell the truth. Luiz Henrique was a summoned player. Let's wait and see what

happens.”

The investigation, which has been reported by Globo, has been brought about after a number of people, allegedly close to Paqueta, placed bets on the West Ham player to be yellow-carded during a Premier League match against Aston Villa on the 12th of March. As part of these bets, they also had Henrique to be cautioned during Betis’ match against Villarreal on the same day, which both players were.

**Real Betis** have yet to address the situation, and Henrique is still believed to be part of Manuel Pellegrini’s squad for tomorrow’s match against Atletico Madrid.



Posted by  
**John Menzies**

19 August 2023, 9:09

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# THE SHAME IN SPAIN Valencia caught up in La Liga match-fixing scandal with win over Real Valladolid that secured Champions League investigated

Gerard Couzens

Published: 12:42, 28 May 2019 Updated: 20:14, 28 May 2019

**VALENCIA'S win on Sunday that secured Champions League qualification is being investigated, a veteran Spanish crime reporter claimed today.**

Spanish football has been rocked by [an alleged match-fixing scandal and a number of footballers have](#)

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[reportedly been arrested](#), including Leeds United's Samuel Saiz.



**Valencia stars celebrate securing Champions League football with win over Real Valladolid** Credit: AFP OR LICENSORS

Nacho Abad said on Spanish national TV this morning: "On the last day of the La Liga season on May 18, a match involving a team which will play Champions League football next season was allegedly fixed.

"The match was the one Valencia won 2-0 away to Valladolid. This was the final trigger that led to all the arrests that are taking place today."

Diverting any blame away from [Valencia football club, who on Saturday beat Barcelona to lift the Copa del Rey](#), he added: "It wasn't a game that was allegedly fixed between clubs.

"What we're talking about is players and ex-players who allegedly fixed the match to earn money from



He added: "Let's suppose the captain has let himself be influenced by bets, it doesn't mean that the whole team would play worse, so we'll have to see if there are more arrests later today and in coming days."

Valencia secured fourth place in La Liga and qualification for next season's Champions League ahead of Getafe and Sevilla with their away win on the final day.

If Valladolid had beaten Valencia, both Getafe and Sevilla could have nipped in front.

Valladolid finished 16th after escaping the threat of relegation earlier in the season.

Spanish sports journalist Alfredo Duro took to Twitter after the Valladolid-Valencia match to rage: "Was it necessary that the game between Valladolid and Valencia was so blatant?"



### Valencia's win over Real Valladolid has been investigated

Credit: AFP OR LICENSORS





**Borja Fernandez was captain for Real Valladolid against Valencia on May 18** Credit: AFP or licensors

Fernandez said after his last game with Valladolid and his retirement from football: "I've thought about retiring many times in the last few years as I'm getting on.

"Little by little you come round to the idea, but it's impossible to deal with it when the moment arrives. I've felt very emotional over the last few days."

[Several Spanish papers reported this morning Leeds attacker Saiz had been arrested](#) although radio station COPE said it had confirmed he was under investigation but had not been formally jailed.

Leeds signed Saiz from Huesca in 2017 and he made 58 appearances for the club before being loaned out to Getafe in December.



“But COPE journalist Gemma Santos has been able to confirm the player has not been arrested.”

Gemma Santos tweeted: “That’s correct. Our reporting team have had it confirmed that Samu Saiz is not under arrest.”

Officers did not refer to the players by their names in a statement they issued at midday today and a spokesman for Spain’s National Police said she was unable to say whether they included Saiz, former Real Madrid player Raul Bravo and Huesca president Agustin Lasiosa.

But the force said in a statement: “National Police officers are carrying out an operation against an organisation allegedly dedicated to professional football match-fixing.

## **EXPECT TO ARREST**

“As part of Operation Oikos, directed by Court of Investigation Number Five in the city of Huesca, nine searches will be carried out in different parts of the country in relation with the crimes of sports match-fixing, money laundering and criminal organisation.

“Eleven people are expected to be arrested, among them active and retired first division football players, second division footballers who are still playing, as well as the presidents and heads of a club.

“The investigation has enabled investigators to confirm that those under investigation reached agreements with different players to fix at least three matches in the first, second and third divisions.

“The match-fixing that was attempted in the third



of money that was being wagered compared with normal volumes for this division.”

## **BRAVO THE 'RINGLEADER'**

Spanish reports have described 38-year-old Bravo, who won 14 International caps and played for Spain at Euro 2004 in Portugal, as the suspected ringleader of a criminal organisation dedicated to gambling-motivated match-fixing of games in Spain's top two flights.

A second-division match last season between Huesca and Nastic de Tarragona has been identified locally as another suspect game.

Home side Huesca, who had already been promoted to La Liga, lost 1-0 to Nastic who were fighting to stay in the second division.

Nigerian Ikechukwu Uche scored the only goal of the game in May last year in the 72nd minute.

Around 30 betting agencies and websites are said to have suspended betting after detecting an alarming rise in bets on a 0-0 draw at half-time and an away team victory at the end of the match.

Francesco Baranco, Secretary General of Federbet which fights against match-fixing, described the movements as “mad.”

An increased number of bets which aroused suspicion reportedly came from Ukraine and Asia.

The Spanish Football Federation is believed to have flagged up its suspicions of possible match-fixing before today's police operation with Spanish state



and he was inside accompanying the search.

A reporter for the morning show on the Antena 3 channel - called Espejo Publico - said he had seen officers coming out of the property carrying boxes.

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Sociedad Deportiva Huesca lawyer Pedro Camarero has confirmed several arrests have taken place on the orders of an investigating judge.

He also confirmed he had not been able to contact the club president, said to be among the detainees.

Camarero told press outside the club's stadium:







**Leeds star Samuel Saiz has reportedly been arrested for alleged match fixing** Credit: PA:Press Association



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# El Clasico corruption scandal: Linesman claims to have been told to favour Real Madrid in La Liga clash with Barcelona

Spain's biggest football match is at the centre of allegations of corruption

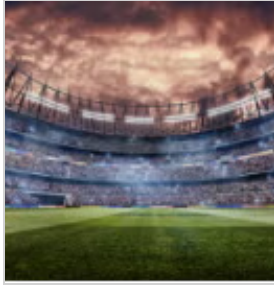
Jack de Menezes • Thursday 22 October 2015 09:18 BST •  Comments



Real Madrid forward Cristiano Ronaldo (Getty Images)







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Spanish football has found itself at the centre of a corruption scandal surrounding its biggest match of the season after a linesman made a complaint to police after being approached and told to favour Real Madrid in next month's El Clasico with Barcelona.

A report in the [Daily Mail](#) on Thursday revealed that anti-corruption officials are taking the claims seriously, although the identities of the match officials are being kept secret due to a fear of reprisals against them.

It is understood that one of the pre-designated linesmen had been contacted by the match referee, and informed that the refereeing committee are pressuring him in to favouring Real with his decisions in their clash with fierce rivals Barcelona at the Santiago Bernabeu on 21 November.



*I have no idea where they come from. It is like something out of a Kafka novel*

— Jose Angel Jimenez Munoz de Morales, La Liga Referees' Committee —

The linesman has also reported Jose Angel Jimenez Munoz de Morales, a member of the referees' committee, for allegedly contacting him directly to put extra pressure on the official to rule in Real's favour.

Munoz de Morales has denied any wrongdoing, and said on Wednesday night: "I have no idea where they come from. It is like something out of a Kafka novel."

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The claims come just two months after the Atletico Madrid manager, Diego Simeone, claimed it would be made easier for Real to win La Liga this season due to the reputation of the club meaning that one title in seven years is not enough.

Simeone said: "The league is dangerously prepared for Real Madrid. Madrid cannot go seven years with only winning one league. This year I think that sadly it is difficult to see another team winning it."



*Madrid cannot go seven years with only winning one league*

— Diego Simeone, Atletico Madrid head coach —

their own side. Real have seen just one spot-kick go their way this season compared to the seven that the Catalans have already received, and have claimed that any favouritism from referees would surely see this number increase.

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**Cc:** Osterloo, Diane; beckertrans@icloud.com; CYNTHIA SMITH; Jordan Custer  
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Mr. Jorde-

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Main Office: 402-471-4155  
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Cell: 531-810-1309  
[casey.ricketts@nebraska.gov](mailto:casey.ricketts@nebraska.gov)

**From:** Brian Jorde <BJorde@dominalaw.com>  
**Sent:** Wednesday, December 27, 2023 11:32 AM  
**To:** Ricketts, Casey <Casey.Ricketts@nebraska.gov>; Sage, Tom <Tom.Sage@nebraska.gov>  
**Cc:** Osterloo, Diane <Diane.Osterloo@nebraska.gov>; beckertrans@icloud.com; CYNTHIA SMITH <usasteward@gmail.com>; Jordan Custer <JCuster@dominalaw.com>  
**Subject:** RE: Request for Email Approval (Becker.Hastings HER)

Casey:

1. Thank you for your prompt response.
2. What is that date of that meeting please and is it an in-person or remote meeting?

Respectfully,  
Brian

[Brian E. Jorde](mailto:Brian.E.Jorde@dominalaw.com)  
Lawyer  
DOMINALAW Group pc llo  
[www.dominalaw.com](http://www.dominalaw.com)

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**From:** Ricketts, Casey <[Casey.Ricketts@nebraska.gov](mailto:Casey.Ricketts@nebraska.gov)>  
**Sent:** Wednesday, December 27, 2023 11:30 AM  
**To:** Brian Jorde <[BJorde@dominalaw.com](mailto:BJorde@dominalaw.com)>; Sage, Tom <[Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)>  
**Cc:** Osterloo, Diane <[Diane.Osterloo@nebraska.gov](mailto:Diane.Osterloo@nebraska.gov)>; [beckertrans@icloud.com](mailto:beckertrans@icloud.com); CYNTHIA SMITH <[usasteward@gmail.com](mailto:usasteward@gmail.com)>  
**Subject:** RE: Request for Email Approval (Becker.Hastings HER)

Mr. Jorde-

I have reached out to our Commissioners on your request below and they would prefer this item is placed on the January agenda. I will make sure this is done. If you have any additional questions please don't hesitate to reach out.

Thank you  
Casey

Casey Ricketts  
Director of Compliance  
State Deputy Sheriff  
Nebraska Racing & Gaming Commission  
3401 Village Dr. Ste 100  
Lincoln, NE 68516  
Main Office: 402-471-4155  
Desk: 402-471-8035  
Cell: 531-810-1309  
[casey.ricketts@nebraska.gov](mailto:casey.ricketts@nebraska.gov)

**From:** Brian Jorde <[BJorde@dominalaw.com](mailto:BJorde@dominalaw.com)>  
**Sent:** Tuesday, December 26, 2023 3:08 PM  
**To:** Sage, Tom <[Tom.Sage@nebraska.gov](mailto:Tom.Sage@nebraska.gov)>; Ricketts, Casey <[Casey.Ricketts@nebraska.gov](mailto:Casey.Ricketts@nebraska.gov)>  
**Cc:** Osterloo, Diane <[Diane.Osterloo@nebraska.gov](mailto:Diane.Osterloo@nebraska.gov)>; [beckertrans@icloud.com](mailto:beckertrans@icloud.com); CYNTHIA SMITH <[usasteward@gmail.com](mailto:usasteward@gmail.com)>  
**Subject:** Request for Email Approval (Becker.Hastings HER)

**To: Nebraska Racing and Gaming Commission**  
Attn: Director Tom Sage

1. At the November 17, 2023, Commission Meeting Hastings Exposition and Racing, Inc. (HER) was conditionally approved to move its Race Licenses from Adams County to Keith County.
2. Two conditions were placed on conditional approval:
  - a. Commission receipt of the three Market Studies required to be completed per statute; and
  - b. Commission receipt and approval of the proposed Keith County racetrack design and associated features design and layout.
3. HER understands that approval of 2(b) above is not approval to build and such detailed construction blueprints are a prerequisite to commencing construction.
4. HER understands that on or about December 20, 2023, the Commission did receive the three market studies and on December 20, 2023, Director Sage forwarded to the Commission HER's Ogallala racetrack and associated features detailed site plan, design, and overall layout.

5. HER believes the two conditions placed on its approval to relocate the Race License from Adams County to Keith County have now been satisfied and therefore, HER respectfully requests email approval by the Commission, as has been done in the past on various other requests, of HER's Application to move its Racing License to Keith County. Again, this is only approval to move not to build.
6. Table 39 on page 46 (page 51 of the PDF) of the Market Study shows that only Scenario #7, our proposed move from Hastings (Adams Co.) to Ogallala (Keith Co.), is a NET POSITIVE for all the other existing racetrack/casinos in Nebraska. You can't have more of a win-win situation than that.
7. We thank you for your time and consideration and look forward to your email approval as soon as possible before the end of 2023.

Respectfully,  
Brian

[Brian E. Jorde](#)

Lawyer

**DOMINALAW Group pc llo**

[www.dominalaw.com](http://www.dominalaw.com)

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Jim Pillen  
Governor

## STATE OF NEBRASKA

### NE RACING & GAMING COMMISSION

3401 Village Drive, STE 100  
Lincoln, Nebraska 68516  
Phone: (402) 471-4155  
[racingcommission.nebraska.gov](http://racingcommission.nebraska.gov)

December 18, 2023

Elite Casino and Resort  
700 East Stolley Park Rd  
Grand Island, NE 68802

Attn: Vince Fiala

Good morning,

I, Casey Ricketts-Director of Compliance, Nebraska Racing and Gaming Commission, on behalf of Executive Director Tom Sage, do hereby approve your request to increase your hours of operation to 24 hours a day from Christmas Day until New Years Day understanding on January 2, 2024 you will resume current hours of operation.

Thank you,

Sincerely,

*Casey Ricketts*

Casey Ricketts  
Director of Compliance  
Nebraska Racing and Gaming Commission

*An Equal Opportunity  
Employer*

Printed with soy ink on recycled  
paper



To: Tom Sage  
Executive Director – Nebraska Racing & Gaming Commission

From: Vince Fiala

cc: Casey Ricketts, Sharon Haselhoff, Tim Stransky

Date: 12/14/2023

Re: Hours of Operation

---

Grand Island Casino Resort is looking for NRGC approval to increase our hours of operation to 24 hours a day from Christmas Day until New Years' Day. We would open at 7:00 a.m. on 12/25/23 and not close until 3:00 a.m. on January 2, 2024. After 1/2/24 Grand Island Casino Resort would go back to the current hours of operation.

Thank you for considering our request.

## Sage, Tom

---

**From:** Vincent Fiala <vince.fiala@grandislandresort.com>  
**Sent:** Thursday, December 14, 2023 1:12 PM  
**To:** Sage, Tom  
**Cc:** Ricketts, Casey; Sharon A. Haselhoff; Tim Stransky; Vincent Fiala  
**Subject:** Request to Temporarily Change Hours of Operation  
**Attachments:** Commission Memo 12-14-23 hrs of operation.docx

Tom,

Please see our request to change hours of operation between Christmas Day and New Years' Day.

Thanks,

**Vincent Fiala**  
General Manager



700 East Stolley Park Rd  
PO Box 1448  
Grand Island, NE 68802  
p. 308.675.5600 ext. 51009 c.712.460.3204  
[grandislandcasinoresort.com](http://grandislandcasinoresort.com)

# Directive

**TITLE:** Health Papers  
**NUMBER:** 01-24

The Nebraska Racing & Gaming Commission is hereby notifying the Racing Secretary and the Racing Industry that Nebraska Rule of Racing 9.001.15 will be strictly enforced. The association conducting the racing meet is responsible for compliance with this rule. The following points are covered by this directive:

- Every horse that comes on the grounds of any racetrack in Nebraska is required to have an official health certificate
- Included in this requirement are any horses that will be in race training, pony horses, companion horses and ponies, and young animals stabled on the grounds for any reason.
- A federally accredited veterinarian must examine each horse at the farm or stable of origin to certify the animal free of infectious diseases. This includes a temperature reading.
- Copies of an official health certificate must be filed with the appropriate state jurisdiction as well as the copy that will accompany the horse to the track.
- These certificates are current for a period of thirty days.
- Any horse that travels from track to track within Nebraska without leaving the stable area for more than 30 days will not be required to have a new certificate issued each time there is a change of venue within Nebraska.
- A horse who is shipped out of state to compete at another track, or a horse that is taken to an off-track site for greater than 30 days will be required to have a new health exam prior to being allowed back on the grounds.

- These health certificates will be filed with the race office along with the foal papers for each horse. Pony people will be expected to produce proper papers for their animals but may keep them in their files.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date



# Directive

**TITLE:** Jockey Mount Fees  
**NUMBER:** 02-24

The Nebraska Racing & Gaming Commission hereby adopts the following directive to address the discrepancies with Jockey Mount Fees in Rule 11.005.01 in its Rules and Regulation printed in its 2007 addition. The Jockey Mount Fees should be as follows:

Purse	Winner	Second	Third	Losing
3,000-4,999	10%	\$70.00	\$60.00	\$55.00
5,000-9,999	10%	\$80.00	\$65.00	\$60.00
10,000-14,999	10%	5%	5%	\$65.00
15,000-24,999	10%	5%	5%	\$70.00
25,000-49,999	10%	5%	5%	\$80.00
50,000-99,999	10%	5%	5%	\$95.00
100,000 & Up	10%	5%	5%	\$120.00

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Regulation of Androgenic-Anabolic Steroids  
**NUMBER:** 03-24

The Nebraska Racing & Gaming Commission hereby directs that the following be followed for the 2024-racing season:

- (1) No AAS shall be permitted in test samples collected from racing horses except for endogenous concentrations of the naturally occurring substances **boldenone**, **nandrolone**, and testosterone at concentrations less than the indicated thresholds.
- (2) Concentrations of these AAS shall not exceed the following free (*i.e.*, not conjugated) steroid concentrations in plasma or serum:
  - (a) Boldenone – A confirmatory threshold not greater than 25 picograms/milliliter for all horses, regardless of sex.
  - (b) Nandrolone – A confirmatory threshold not greater than 25 picograms/milliliter for fillies, mares, and geldings; males' horses other than geldings shall be tested for Nandrolone in urine.
  - (c) Testosterone – A confirmatory threshold not greater than 100 picograms/milliliter for fillies, mares, and gelding.
- (3) Total concentrations of these AAS shall not exceed the following total concentrations in urine after hydrolysis of conjugates:
  - (a) Boldenone - A confirmatory threshold not greater than 1 nanogram/milliliter for fillies, mares, and geldings; a confirmatory threshold not greater than 15 nanograms/milliliter in male horses other than geldings.
  - (b) Nandrolone - A confirmatory threshold not greater than 1 nanogram/milliliter for fillies, mares, and geldings; a confirmatory threshold not greater than 45 nanograms/milliliter (as 5 $\alpha$ -estrane-3 $\beta$ ,17 $\alpha$ -diol) of urine in male horses other than geldings.
  - (c) Testosterone – A confirmatory threshold of not greater than 55 nanograms/milliliter of urine in fillies and mares (unless in foal); a confirmatory threshold of not greater than 20 nanograms/milliliter in geldings
- (4) Any other AAS are prohibited in racing horses.
- (5) The sex of the horse must be identified to the laboratory on all pre-race and postrace samples designated for AAS testing.
- (6) If an anabolic steroid has been administered to a horse to assist in its recovery from illness or injury, that horse may be placed on the Veterinarian's List to monitor the concentration of the drug or metabolite in urine or blood. After the concentration has fallen below the designated threshold for the administrated AAS, the horse is eligible to be removed from the list.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Cancel Delay

**NUMBER:** 04-24

## Rule 23.001.04 (9) (b) - Cancel Delay

The Nebraska Racing & Gaming Commission is hereby notifying Nebraska Track Managers, Mutuel Managers, and the Racing Industry that Nebraska Rule of Racing 23.001.04 (9)(b), "The period allowed for the cancellation of tickets may not exceed ten (10) seconds or such lesser time as the Commission may establish" will be changed to a zero (0) cancel delay. The association conducting racing meets in the state is responsible for compliance with this rule.

The Racing & Gaming Commission believes that changing the cancel delay to zero is an important step toward helping to ensure the integrity of the mutuel pools in Nebraska.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Test Barn Staff Using Needles

**NUMBER:** 05-24

Pursuant to Rule 18.019 of the Nebraska Rules of Racing, the Nebraska Racing & Gaming Commission is authorizing veterinarian technicians approved by the Official Veterinarian and working in the test barn the authorization to use and possess hypodermic needles and syringes.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Wearing Licenses  
**NUMBER:** 06-24

The Nebraska Racing & Gaming Commission is concerned about security at our racetracks. To help increase security, the Racing & Gaming Commission is hereby directing that all licensees must wear their Nebraska Racing & Gaming Commission license while on the grounds of an association. This includes all horsemen, mutuel tellers, and security officers, commission employees, racing officials and racing office staff.

The license must be always visible.

Licensees needing a clip for their license, or a clip hole punched in their license, please contact the license office at the track.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Jockey/Veterinarian License

**NUMBER:** 07-24

The Nebraska Racing & Gaming Commission directs that the following be immediately implemented:

A person licensed as a jockey or veterinarian may not be licensed in another capacity.

---

Dennis P. Lee, Chairman  
NE Racing Commission

---

Date

# Directive

**TITLE:** Rule 23.001.13  
**NUMBER:** 08-24

The Nebraska Racing & Gaming Commission hereby grants the State Steward the authority to waive NSRC Rule 23.001.13 (6) (7) (8) if he believes that the waiving of the rule is in the best interest of the Nebraska racing industry.

The Commission further authorizes the State Steward the authority to determine if exacta, trifecta, or superfecta should be offered if the number of "betting interests scheduled to start" is below the numbers indicated in 23.001.13 (6) (7) (8).

# Directive

**TITLE:** Revocation  
**NUMBER:** 09-24

## Licensees Requirement to Report Suspensions or Revocations

The Nebraska Racing & Gaming Commission directs that the following be immediately implemented:

Requires that a licensee disclose to the stewards and the Racing & Gaming Commission any suspensions or revocation from any other jurisdiction while his/her Nebraska license is in effect no later than seventy-two (72) hours after the ruling is issued.

Failure to disclose this information will result in disciplinary action by the Racing & Gaming Commission or the Stewards.

---

Dennis P. Lee, Chairman  
NE Racing Commission

---

Date



# Directive

**TITLE:** Saddling Horses in the Paddock

**NUMBER:** 10-24

The Nebraska Racing & Gaming Commission directs that the following be immediately implemented:

All horses are expected to be saddled in their assigned stalls in the paddock. The paddock judge or stewards must approve any deviation from this directive prior to the horse entering the paddock.

---

Dennis P. Lee, Chairman  
NE Racing Commission

---

Date

# Directive

**TITLE:** Approved Safety Vests  
**NUMBER:** 11-24

The Nebraska Racing & Gaming Commission Rule is as follows:

**11.001.08** - In riding a race, a jockey must be neat in appearance. All riders must be dressed in clean jockey costume, cap and jacket of silk, satin or waterproof, white, or light breeches and top boots. In all races, jockeys must wear approved safety helmets and safety vests, the weight of which shall not be included in the jockey's weight.

**The list below is the Safety Vests that the Nebraska Racing & Gaming Commission has approved:**

The safety vest must comply with one of the following minimum standards or later revisions:

- (a) British Equestrian Trade Association (BETA):2000 Level 1
- (b) Euro Norm (EN) 13158:2000 Level 1
- (c) American Society for Testing and Materials (ASTM) F2681-08 or F1937
- (d) Shoe and Allied Trade Research Association (SATRA) Jockey Vest Document M6 Issue 3
- (e) Australian Racing Board (ARB) Standard 1.1998

A safety helmet or a safety vest shall not be altered in any manner, nor shall the product marking be removed or defaced.

# Directive

**TITLE:** Approved Safety Helmets  
**NUMBER:** 12-24

The Nebraska Racing & Gaming Commission Rule is below:

**11.001.08** - In riding a race, a jockey must be neat in appearance. All riders must be dressed in clean jockey costume, cap and jacket of silk, satin or waterproof, white or light breeches and top boots. In all races, jockeys must wear approved safety helmets and safety vests, the weight of which shall not be included in the jockey's weight.

**The list below is the Safety Helmets that the Nebraska Racing & Gaming Commission has approved:**

The helmet must comply with one of the following minimum safety standards or later revisions:

- a) American Society for Testing and Materials (ASTM 1163)
- b) European Standards (EN-1384 or PAS-015 or VG1)
- c) Australian/New Zealand Standards (AS/NZ 3838
- d) ARB HS 2012); or Snell Equestrian Standard 2001

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Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Riding Crop  
**NUMBER:** 13-24

**The Nebraska Racing & Gaming Commission is hereby notifying the Nebraska Racing Industry that the standards listed below will be the requirements for riding crops used at racing facilities that are licensed by the Nebraska Racing & Gaming Commission:**

- (1) All riding crops are subject to inspection and approval by the stewards and the clerk of scales.
- (2) Riding crops shall have a shaft and a flap and will be allowed in flat racing, including training only as follows:
  - (a) Maximum weight of eight ounces
  - (b) Maximum length, including flap of 30 inches
  - (c) Minimum diameter of the shaft of three-eighths inch; and
  - (d) Shaft contact area must be smooth, with no protrusions or raised surface, and covered by shock absorbing material that gives a compression factor of at least one millimeter throughout its circumference.
- (3) The flap is the only allowable attachment to the shaft and must meet these specifications:
  - (a) Length beyond the end of the shaft a maximum of one inch
  - (b) Width a minimum of 0.8 inch and a maximum of 1.6 inches
  - (c) No reinforcements or additions beyond the end of the shaft
  - (d) No binding within seven inches of the end of the shafts
  - (b) Shock absorbing characteristics like those the contact area of the shaft

# Directive

**TITLE:** Jockey Insurance  
**NUMBER:** 14-24

The Nebraska Racing & Gaming Commission is directing through this directive that all license racing facilities will follow the requirements s below:

- (1) An association shall have on file with the commission a copy of the actual policy and post in the jockeys' quarters a summary of the association's insurance coverage for jockeys who are injured while on the grounds of the association. Upon the request of any licensed jockey who is participating in the race meet, the association must provide a copy of the policy of such insurance. Such request shall be made in writing to a racing official designated by the association in the notice to respond to such requests.
- (2) In the event that the insurance policy is changed during the race meet, the association shall promptly notify the commission and post a notice of any such changes.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Non-Steroidal Anti-Inflammatory Drugs (NSAIDs)  
**NUMBER:** 15-24

The Nebraska Racing & Gaming Commission has adopted the following directive pertaining to NSAIDs:

**9.001.29** A horse is permitted to race with **one** of three non-steroidal anti-inflammatory drugs (NSAIDs) in its system. Phenylbutazone, Flunixin, or Ketoprofen are approved for use pursuant to rule 14.002 and subsections thereafter and must be declared on the entry card at the time of entry. An NSAID shall not be administered in any form or be available for any horse through feed or other substances, within the twenty-four hours prior to the running of a horse in a race. The presence of more than one NSAID is not permitted in a horse's system on race day.

**14.002.01** The use of one of three approved NSAIDs shall be permitted under the following conditions:

Not to exceed the following permitted serum or plasma threshold concentrations which are consistent with administration by a single intravenous injection at least 24 hours before the post time for the race in which the horse is entered:

1. Phenylbutazone (or its metabolite oxyphenbutazone) –5 micrograms per milliliter.
2. Flunixin – 20 nanograms per milliliter.
3. Ketoprofen – 2 nanograms per milliliter.

**14.002.02** These or any other NSAID are prohibited to be administered within the 24 hours before post time for the race in which the horse is entered.

**14.002.03** The presence of more than one of the three approved NSAIDs or any unapproved NSAID in the post-race serum or plasma sample is not permitted. The use of all but one of the approved NSAIDs shall be discontinued at least 48 hours before the post time for the race in which the horse is entered.

**14.002.04** Any horse to which a NSAID has been administered shall be subject to having a blood and/or urine sample(s) taken at the direction of the official veterinarian to determine the quantitative NSAID level(s) and/or the presence of other drugs which may be present in the blood or urine sample(s).

**14.008.04A** No fewer than three horses, or such larger number as may be designated by the Commission, shall be selected at random each race day from horses that are required to report to the test barn. From each of the horses so selected, a blood sample shall be obtained in an amount to be determined by the official veterinarian. These samples shall be designated for quantitative analysis of levels of Phenylbutazone, Flunixin, or Ketoprofen medication by the official laboratory as designated on the entry card. The blood samples shall be in addition to urine samples.

**14.008.04B** This rule shall not be construed to prohibit the testing of any blood samples for other prohibited drugs, nor to prohibit or prevent quantitative testing for levels of Phenylbutazone, Flunixin, or Ketoprofen in any other blood samples

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Thresholds  
**NUMBER:** 16-24

The Nebraska Racing & Gaming Commission has adopted by directive the ARCI Controlled Therapeutic Medication Schedule.

14.011.01 The official blood (serum or plasma) and urine samples may contain only the following therapeutic medications, their metabolites or analogues and shall not exceed the threshold concentrations specified in this rule:

- a) Acepromazine 10 nanograms per milliliter as 2-(1-hydroxyethyl) Promazine sulfoxide (HEPS) in urine
- b) Albuterol 1 nanogram per milliliter of urine
- c) Betamethasone 10 picograms per milliliter of plasma or serum
- d) Butorphanol 300 nanograms per milliliter of total butorphanol in urine or 2 nanograms of free butorphanol per milliliter per milliliter of plasma or serum
- e) Cetirizine 6 nanograms per milliliter of plasma or serum
- f) Cimetidine 400 nanograms per milliliter of plasma or serum
- g) Clenbuterol 140 picograms per milliliter of urine or Level of Detection in plasma or serum
- h) Dantrolene 100 picograms per milliliter of 5-hydroxydantrolene in plasma or serum
- i) Detomidine 2 nanogram per milliliter of carboxydetomidine in urine. Level of Detection for detomidine in plasma
- j) Dexamethasone 5 picograms per milliliter of plasma or serum
- k) Dimethyl sulfoxide (DMSO) 10 micrograms per milliliter of plasma or serum
- l) Flunixin 20 nanogram per milliliter of plasma or serum
- m) Furosemide 100 nanogram per milliliter of plasma or serum
- n) Glycopyrrolate 3 picograms per milliliter plasma or serum
- o) Guaifenesin 12 nanograms per milliliter of plasma or serum
- p) Ketoprofen 2 nanograms per milliliter of plasma or serum
- q) Isoflupredone 100 picograms per milliliter of plasma or serum
- r) Lidocaine 20 picograms per milliliter of total 3OH-lidocaine in plasma
- s) Mepivacaine 10 nanograms total hydroxymepivacaine per milliliter of urine or above Level of Detection of mepivacaine in plasma



- t) Methocarbamol 1 nanogram per milliliter of plasma or serum
- u) Methylprednisolone 100 picograms per milliliter of plasma or serum
- v) Omeprazole Omeprazole sulfide – 10 nanograms per milliliter of plasma or serum
- w) Phenylbutazone 5 micrograms per milliliter of plasma or serum
- x) Prednisolone 1 nanogram per milliliter of serum or plasma
- y) Procaine Penicillin (administration must be reported to Commission) 25 nanograms per milliliter of plasma or serum
- z) Ranitidine 40 nanograms per milliliter of plasma or serum
- aa) Triamcinolone Acetonide 100 picograms per milliliter of plasma or serum
- bb) Xylazine 200 picograms per milliliter of plasma or serum

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Environmental Contaminants  
**NUMBER:** 17-24

The Nebraska Racing & Gaming Commission has adopted the following directive pertaining to Environmental Contaminants:

**14.007.01** The following substances can be environmental contaminants:  
Regulatory thresholds have been set for the following substance:

Arsenic	0.3 micrograms/milliliter total arsenic in urine
Caffeine	100 nanograms/milliliter of serum or plasma
Cobalt	25 ppb in blood or serum
Estradiol	0.045 micrograms/milliliter, free + conjugated 5 $\alpha$ -estrane-3 $\beta$ , 17 $\alpha$ -diol, in the urine of male horses other than geldings
Gamma Aminobutyric Acide (GABA)	110 nanograms/milliliter of plasma or serum
Hydrocortisone	1 microgram/milliliter of urine
Methoxytyramine	4 micrograms/milliliter, free + conjugated in urine
Salicylate/Salicylic Acid	750 micrograms/milliliter of urine or 6.5 micrograms/serum or plasma
Theobromine	2 micrograms/milliliter of urine or 0.3 micrograms/milliliter serum or plasma

# Directive

**TITLE:** Simulcast Agreements

**NUMBER:** 18-24

The Nebraska Racing & Gaming Commission has adopted the following directive pertaining to Simulcast Agreements:

The Racing Commission finds that simulcasting is very important to the Nebraska Racing Industry and is aware that approving simulcasting agreements is time sensitive and that the Commission may not meet in time to approve simulcasting agreements.

For these reasons the Racing Commission authorized the Executive Secretary the authority to approve simulcasting agreements on a temporary basis until the approval can be ratified by the Commission at a scheduled Commission meeting.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** 5-Year-Old Maiden  
**NUMBER:** 19-24

The Nebraska Racing & Gaming Commission has adopted the following directive pertaining to Maidens older than 5 years:

The Nebraska Racing & Gaming Commission is hereby notifying the Nebraska Racing industry that the requirements in NSRC Rules 9.001.16 and 9.001.16A of not allowing Maidens older than 5 years will be waived for the remainder of the 2022 racing season. The Commission is still requiring that horses over twelve (12) years of age must receive special permission from the Commission.

## Current NSRC Rules

**9.001.16** No maiden older than 5 years will be waived for the remainder of racing season (5) years of age nor any horse over twelve (12) years of age will be allowed to start in Nebraska unless special permission to deviate from this rule is requested by an association and approved by the Commission.

**9.001.16A** A maiden five years of age or older, to be eligible to enter or start, must have a record of one or more prior starts at a recognized meet. Any exception to this requirement must be requested by the association and approved by the Commission.

---

Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Tattoos  
**NUMBER:** 20-24

The Nebraska Racing & Gaming Commission is directing through this directive that all license racing facilities will follow the requirements s below:

The Nebraska Racing & Gaming Commission hereby adopts the following directive to address the changes to digital tattooing in the racing industry. The current rules from the NSRC 2007 Rules and Regulation are listed below.

13.003.01 It shall be the duty of the official identifier to check all contestants for every race and to have all horses properly identified, keeping a record of all identifying marks on solid-colored horses and horses starting for the first time according to the published record of the "Chart Books" of the Daily Racing Form and official records of the AQHA.

13.003.02 The official identifier shall check tattoo brands on all horses which have been tattooed for positive identification. The trainer or other designated handler of each horse shall visibly display the lip tattoo to the identifier. If the identifier encounters a horse too unruly to check the lip tattoo, the stewards shall be notified.

13.003.02A No horse shall be allowed to race unless it has been lip tattooed. For good cause, the stewards may waive this requirement if the horse is otherwise properly identified. However, the horse shall be tattooed thereafter within such time as set by the stewards.

Directive changing rule to the below:

## 13.003 IDENTIFIER

13.003.01 It shall be the duty of the official identifier to check all contestants for every race and to have all horses properly identified, either by Digital Tattoo identification, or by keeping a record of all identifying marks on solid-colored horses and horses starting for the first time according to the published record of the "Chart Books" of the Daily Racing Form and official records of the AQHA.

13.003.02 The official identifier shall confirm the Digital Tattoo of the horse with a scanner and an electronic tablet, or the tattoo brands on all horses, which have been tattooed for positive identification. For horses without a Digital Tattoo, the trainer or other designated handler of each horse shall visibly display the lip tattoo to the identifier. If the identifier encounters a horse too unruly to check the lip tattoo, the stewards shall be notified.

13.003.02A No horse shall be allowed to race unless it has been lip tattooed or Digitally Tattooed. For good cause, the stewards may waive this requirement if the horse is otherwise properly identified. However, the horse shall be tattooed thereafter within such time as set by the stewards.

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Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Equine Injury Database  
**NUMBER:** 21-24

The Nebraska Racing & Gaming Commission is hereby notifying the Racing Secretary and the Racing Industry that Nebraska Rule of Racing 9.001.15 will be strictly enforced. The association conducting the racing meet is responsible for compliance with this rule. The following points are covered by this directive:

The Nebraska Racing & Gaming Commission is concerned with the health, welfare and safety of the horse and the racing industry. With the Commission concerned about these issues, the Commission will be directing all officials and practicing veterinarians licensed in the State of Nebraska to report all horse injuries and deaths that occur in a racing enclosure to the Racing & Gaming Commission in an expedited manner. The Commission is directing that this will be reported by completing the Jockey Club Equine Injury Database form. These forms will be available in the Racing & Gaming Commission and Stewards' offices at each Nebraska racing facility. The Commission is directing that the forms be turned in to the Racing Commission or Stewards office within twenty-four hours of an incident. If neither office is open, dark days, submit the form the next available entry of racing day.

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Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

---

Date

# Directive

**TITLE:** Use of Riding Crop  
**NUMBER:** 22-24

- (A) Although the use of a riding crop is not required, any jockey who uses a riding crop during a race shall do so only in a manner consistent with exerting his/her best efforts to win.
- (B) In all races where a jockey will ride without a riding crop, an announcement of such fact shall be made over the public-address system.
- (C) No electrical or mechanical device or other expedient designed to increase or retard the speed of a horse, other than the riding crop approved by the stewards, shall be possessed by anyone, or applied by anyone to the horse at any time on the grounds of the association during the meeting, whether in a race or otherwise.
- (D) Riding crops shall not be used on two-year-old horses before April 1 of each year.
- (E) The riding crop shall only be used for safety, correction, and encouragement, and be appropriate, proportionate, professional, considering the rules of racing herein. However, stimulus provided using the riding crop shall be monitored so as not to compromise the welfare of the horse.
- (F) Use of the riding crop varies with each horse and the circumstances of the race.
- (G) Except for extreme safety reasons all riders should comply with the following when using a riding crop:
- (a) Initially showing the horse the riding crop, and/or tapping the horse with the riding crop down, giving it time to respond before using it.
  - (b) Having used the riding crop, giving the horse a chance to respond before using it again.
    - 1. "Chance to respond" is defined as one of the following actions by a jockey:
      - a. Pausing the use of the riding crop on their horse before resuming; or
      - b. Pushing on their horse with a rein in each hand, keeping the riding crop in the up or down position; or
      - c. Showing the horse the riding crop without making contact; or
      - d. Moving the riding crop from one hand to the other.
  - (c) Using the riding crop in rhythm with the horse's stride.
- (H) When deciding whether to review the jockey's use of the riding crop, Stewards will consider how the jockey has used the riding crop during the entire race, with particular attention to its use in the closing stages, and relevant factors such as:
- (a) The way the riding crop was used
  - (b) The purpose for which the riding crop was used
  - (c) The distance over which the riding crop was used and whether the number of times it was used was reasonable and necessary
  - (d) Whether the horse was continuing to respond.



(I) In the event there is a review by the Stewards, use of the riding crop may be deemed appropriate in the following circumstances:

- (a) To keep a horse in contention or to maintain a challenging position prior to what would be considered the closing stages of a race,
- (b) To maintain a horse's focus and concentration,
- (c) To correct a horse that is noticeably hanging,
- (d) To assure the horse maintains a straight course, or
- (e) Where there is only light contact with the horse.

(J) Prohibited use of the riding crop includes but are not limited to striking a horse:

- (a) On the head, flanks or on any other part of its body other than the shoulders or hind quarters except when necessary to control a horse.
- (b) During the post parade or after the finish of the race except when necessary to control the horse.
- (c) Excessively or brutally causing welts or breaks in the skin.
- (d) When the horse is clearly out of the race or has obtained its maximum placing.
- (e) Persistently even though the horse is showing no response under the riding crop; or
- (f) Striking another rider or horse.

(K) After the race, horses will be subject to inspection by a racing or official veterinarian looking for cuts, welts, or bruises in the skin. Any adverse findings shall be reported to the Stewards.

- (a) The giving of instructions by any licensee that if obeyed would lead to a violation of this rule may result in disciplinary action also being taken against the licensee who gave such instructions.

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Dennis P. Lee, Chairman  
NE Racing & Gaming Commission

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Date

# Directive

TITLE: NQHRA Embryo Transfer Guidelines  
NUMBER: 23-24

The Nebraska Racing and Gaming Commission has adopted by directive the following NQHRA Embryo Transfer Guidelines.

## **NQHRA Embryo Transfer Guidelines**

A Quarter Horse foaled by a mare that is not its genetic dam but transferred to her by embryo/oocyte transfer technique shall be eligible for Nebraska Bred registration if the following conditions are met:

- All requirements for an embryo transfer registration as defined by the American Quarter Horse Association national breed registry are fulfilled.
- A mare must have been continuously in the State of Nebraska for 90 days prior to foaling except that this period may be reduced in days by the following situation:

Mares in foal purchased at a nationally recognized thoroughbred or quarter horse blood stock sale, the name and pedigree of the mare being listed in the sale catalog, and which is brought into this state and remains in this state 30 days immediately prior to foaling.

Mares purchased at private treaty must meet the 90-day requirement.

- The Recipient mare owner must file an Embryo Transfer Recipient Mare registration form with the NQHRA registrar prior to foaling.
- The Recipient mare and foal must remain continuously in Nebraska after foaling for a minimum period of 30 days and be inspected by a NQHRA designated representative prior to leaving the state.

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Dennis P. Lee, Chairman  
Nebraska Racing and Gaming Commission

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Date



Agreement Number: Q-1246583

## ORDER FORM

This Order Form is made by and between Nebraska Racing and Gaming Commission (hereinafter “**Client**”) whose principal place of business is 3401 Village Dr, Suite100, Lincoln, Nebraska, United States 68516 and Diligent Corporation (hereinafter “**Diligent**”), whose principal place of business is located at 1111 19th St NW, 8th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

### A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “**Agreement**”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

### B. Diligent Services

#### BoardEffect Package Subscription

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
BoardEffect Platform Subscription	BoardEffect Platform	December 29, 2023	March 28, 2025	1	1,000.00 USD	1,000.00 USD
BoardEffect Boards		December 29, 2023	March 28, 2025	1	0.00 USD	0.00 USD
BoardEffect User		December 29, 2023	March 28, 2025	20	275.00 USD	5,500.00 USD

**Total Annual Subscription Fee: 6,500.00 USD**

**One-Time Installation Fee: 1,000.00 USD**

As of the execution of this Order Form, Client will pay a total of 7,500.00 USD (plus applicable taxes) for the subscriptions and/or services purchased under this Order Form for the first 15 months of the Initial Term (including 3 Free Months). Thereafter all Subscription Fees shall be payable on an Annual basis in advance. Upon execution of this Order Form, Diligent will issue billing documents for such subscriptions and/or services, which may include invoices or credit memos as applicable.

Pricing is valid until December 31, 2023. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “**Effective Date**” of this Agreement shall be the Start Date as set forth above and the Initial Term of the Agreement shall run from the Effective Date through the End Date as set forth above.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to [billing@diligent.com](mailto:billing@diligent.com). All Subscription Fees shall be payable on an Annual basis in advance. All payments are due Net 30 days from the date of invoice.



Agreement Number: Q-1246583

**C. Notices And Client Information**

	Invoicing	Notices
<b>Client Contact Name:</b>	Aaron Courtright	
<b>Address:</b>	3401 Village Dr Ste 100 Lincoln, NE 68516	
<b>Billing Contact:</b>	Rita Pracht	
<b>Phone:</b>	402-480-4555	
<b>E-mail:</b>	Aaron.Courtright@Nebraska.gov	
<b>Additional Email:</b>		AMERContract@diligent.com
<b>VAT/Tax ID:</b>		
<b>Purchase Order:</b>		

**IF APPLICABLE:**  Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this Order Form.

**Notices to Diligent:**

Except as otherwise identified, all notices to Diligent shall be sent to: [Legal@diligent.com](mailto:Legal@diligent.com)



Agreement Number: Q-1246583

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

**Nebraska Racing and Gaming Commission**  
("Client")

By:

DocuSigned by:  
*Casey Rickettss*  
BC8BC69E11AB45F...

Name:

Casey Rickettss

Job Title:

Director of Compliance

Date:

December 27, 2023 | 12:33 PM EST

**Diligent Corporation**  
("Diligent")

By:

Name:

Job Title: General Counsel

Date:

**From:** [Paul Bauer](#)  
**To:** [Sage, Tom](#)  
**Cc:** [Ken Chaudhari](#); [Rashmi Samani](#)  
**Subject:** Request to be added to the 19th agenda meeting to present Fremont casino  
**Date:** Thursday, January 11, 2024 4:10:32 PM  
**Attachments:** [fremont locations.pdf](#)

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You don't often get email from bowtiebauer@kw.com. [Learn why this is important](#)

City: Fremont

City involvement: We have had multiple meetings with the mayor (Joey Spellerberg), city administrator (Jody Sanders), and city planning director (Jennifer Dam).

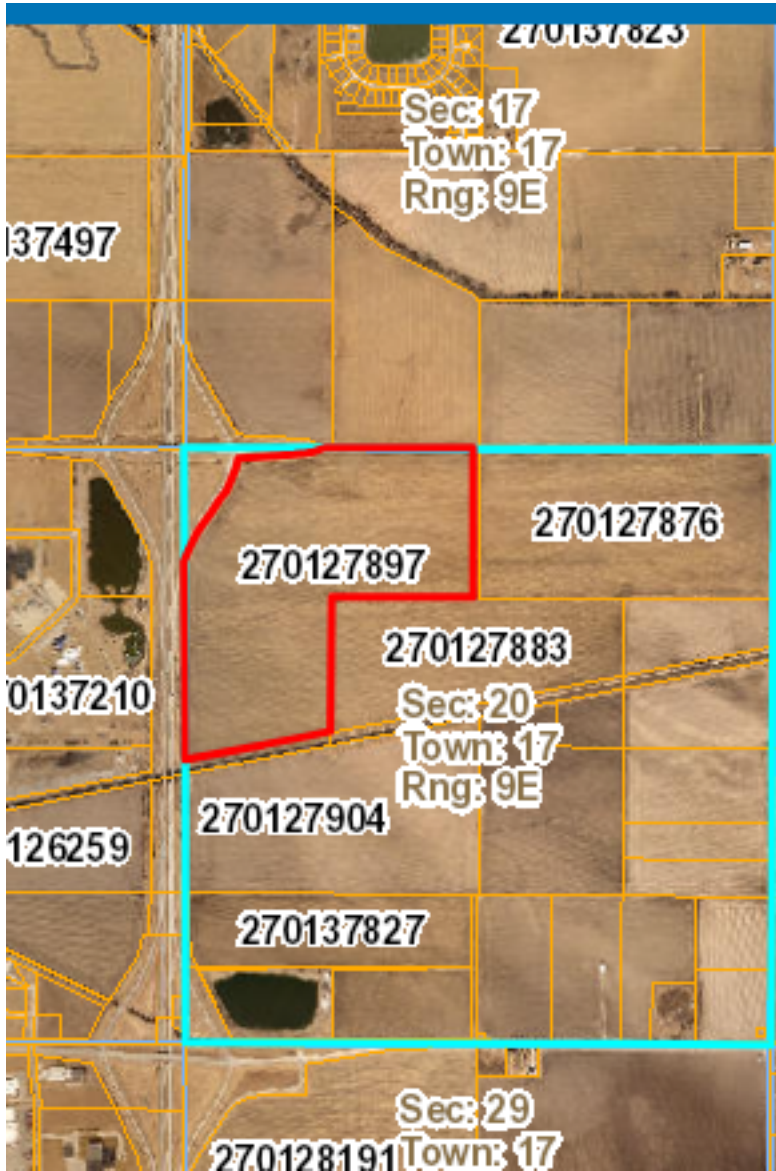
Possible locations: Attached (These locations were selected by Jennifer Dam).

Law firm: worked with Goosmann Law firm for almost 200 hours on the Casino process.

track: They have not identified a potential partner with the race track yet.

Main investors: KRG Investment Group

Future endeavors around the casino: entertainment district, hotel, and apartment complex



Results

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Parcels

Sections

Parcels (1) ▲

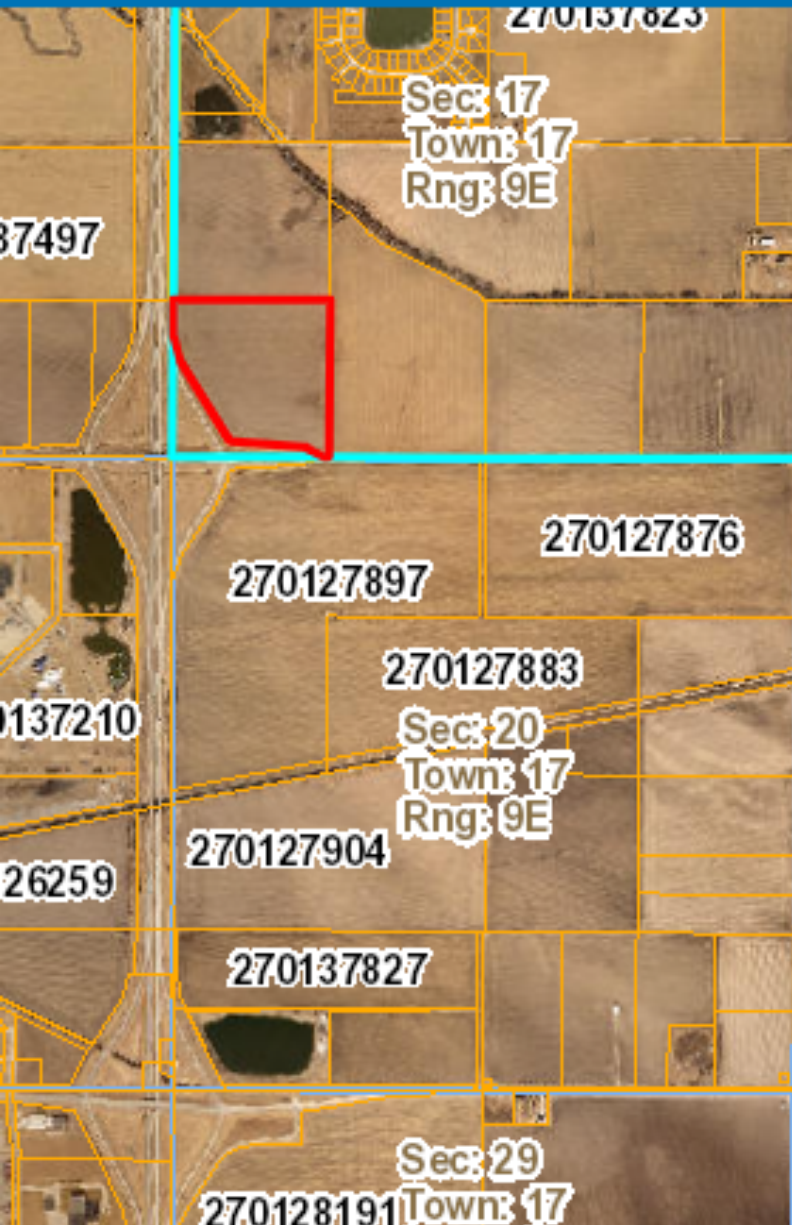
▲ PID	OwnerName	OwnerAddress	PropertyAddress	LegalD
270127897	NEW HORIZON TIC BRABEC LLC	100 E 6TH ST FREMONT NE 68025-5030		TL 5,11, PT 17 110.71A 17 9

Sections (1) ▲

T	R	SEC	LabelID	Shape STA Area	Shape STL Length
17	9E	20			

270139636 Town: 17

Lat: 41.985711 Long: -96.4486



Results

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Parcels

Sections

Parcels (1) ▲

▲ PID	OwnerName	OwnerAddress	PropertyAddress	LegalD
270126077	DIERS, CHARLES H (LLC	MARY ANN DIERS YOST 2445 N BROAD ST FREMONT NE 68025-0000		PT TL 1: 33.13A 17 9

Sections (1) ▲



Lat: 41.986675 Long: -96.437512



Results

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Show All Features

Filter Results By

Parcels

Sections

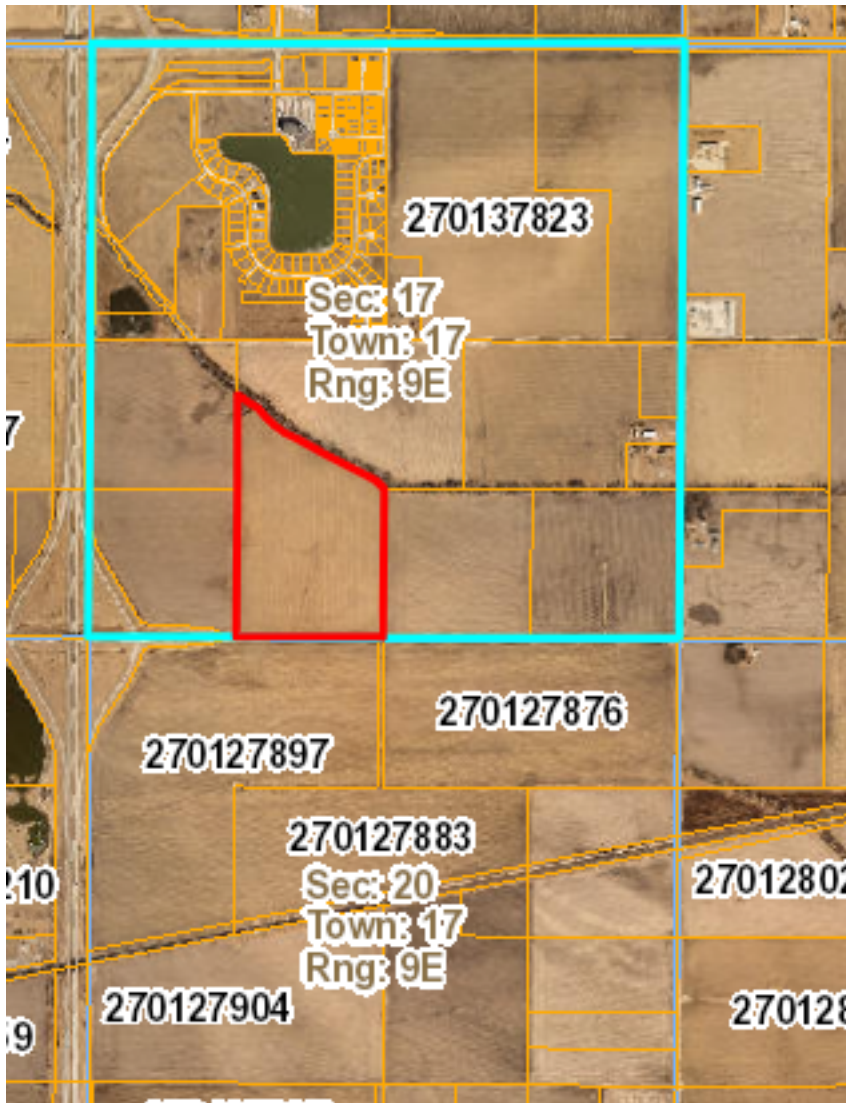
Parcels (1) ▲

▲ PID	OwnerName	OwnerAddress	PropertyAddress	LegalD
270126063	QUICK, CORI L (& BROOKE C MCALPIN TRUSTEES	8028 S 185TH CIR OMAHA NE 68136-6449		TL 5 54, 17 9

Sections (1) ▲

T	R	SEC	GlobalID	Shape STAree0	Shape STLLength

Lat: 41.429302 Long: -96.4





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Filter Results By

Parcels

Sections

Parcels (1) ▲

▲ PID	OwnerName	OwnerAddress	PropertyAddress	LegalD
270138033	MENARD INC CORPORATE ACCOUNTING	4777 MENARD DR EAU CLAIRE WI 54703-9604		PT SE1/ PT TL 1/ 89.31A 9

Sections (1) ▲

T	D	SEC	ChalID	Shape STArea	Shape STLenth

Lat: 41.449091   Long: -96.44314

2024 FONNER PARK OFFICIALS:

Racing Secretary & Director of Racing	Douglas Schoepf
Assistant Racing Secretary & Stakes Coordinator	Wayne I. Anderson
Starter	Scott Peers
Clocker, Clerk of Scales & Jockey Room Custodian	Don Frazier
Paddock Judge & Assistant Clocker	Fred Ecoffey
TRPB Digital Tattoo Technician & Identifier	Dennis Hall
Track Announcer	Dustyn Stortzum
Track Physician	Dr. Corey Ohlson, MD
State Veterinarian	Dr. David Radechel, DVM
Mutuel Manager	Lori Graves
Money Room Manager	Ronda Manka
Track Photographer	Bridget Lewandowski
Track Security	Double Locked Security
Track Surface Superintendent	Rick Danburg
Horsemen's Bookkeeper	Deb Peers

BOARD OF STEWARDS & PLACING JUDGES:

Douglas Schoepf  
Robert W. Pollock  
Greg Hosch

EXECUTIVE STAFF:

Christopher C. Kotulak	Chief Executive Officer
Mark Landis	Finance & Operations Assistant
Kelly Groetzinger	Administration & Special Groups
Corinne Ketterling	Office Administration & Bookkeeping
Kathy Foley	Administration & Simulcast Agreements
Zach Rouzee	Accounting Specialist
Julie Saalfeld	Administration and Payroll/Benefits

FONNER PARK BOARD OF DIRECTORS:

Steve Hansen	President
Bill Oltean	1 <sup>st</sup> Vice President
Matt Maser	2 <sup>nd</sup> Vice President
Jayne Smith	3 <sup>rd</sup> Vice President
Pat O'Neill	Secretary
Jerry Heidelk	Treasurer
Jeff "Whitey" Richardson	Ex-Officio