

Cricket Australia

Anti-Corruption Code

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ANTI-CORRUPTION CODE

ARTICLE 1. INTRODUCTION, SCOPE AND APPLICATION

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

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

1.2. This Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases where an issue arises that is not expressly addressed in this Anti-Corruption Code. Such interpretation and application shall take precedence over any strict legal or technical interpretations of this Anti-Corruption Code that may otherwise be proposed.

1.3. This Anti-Corruption Code applies to all Participants.

<p>NOTE: For the avoidance of doubt, CA's jurisdiction to take action against a Participant under this Anti-Corruption Code is limited, subject to the provisions of Article 1.6 below, to corrupt conduct taking place in, or in relation to, Domestic Matches sanctioned or approved by CA.</p>
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1.4. Each Participant is automatically bound by this Anti-Corruption Code as soon as he/she becomes a Participant. From that point, he/she shall be deemed to have agreed:

- 1.4.1.** for the purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of this Anti-Corruption Code, and shall confirm such agreement in writing upon demand;
- 1.4.2.** that it is their personal responsibility to familiarise themselves with all of the requirements of this Anti-Corruption Code, including what conduct constitutes an offence under this Anti-Corruption Code, and to comply with those requirements;
- 1.4.3.** to submit to the authority of CA to adopt, apply, monitor and enforce this Anti-Corruption Code and to investigate apparent or suspected conduct that may constitute an offence under this Anti-Corruption Code;

- 1.4.4.** to submit to the jurisdiction of any Anti-Corruption Tribunal convened under this Anti-Corruption Code to hear and determine:
 - 1.4.4.1. any allegation by CA that the Participant has violated this Anti-Corruption Code; and
 - 1.4.4.2. any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of CA or the Anti-Corruption Tribunal, as applicable);
- 1.4.5.** to submit to the exclusive jurisdiction of any CAS panel convened under this Anti-Corruption Code to hear and determine appeals made pursuant to this Anti-Corruption Code; and
- 1.4.6.** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the Anti-Corruption Tribunal and the CAS.

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

- 1.5.1.** not to commit corrupt conduct as set out under those rules; and
- 1.5.2.** to submit to the jurisdiction of first instance and appeal hearing panels convened under those rules to hear and determine allegations of breach of such rules and related issues.

NOTE: Copies of the anti-corruption rules of the ICC can be found on the ICC Website. The substance of each set of anti-corruption rules of the ICC are materially the same as this Anti-Corruption Code.

1.6. For the avoidance of any doubt:

- 1.6.1.** Where a Participant's alleged conduct would amount solely to a violation of this Anti-Corruption Code (whether such conduct actually relates to a Match or Event or not), CA will have the exclusive right to take action against the Participant under this Anti-Corruption Code for such conduct;
- 1.6.2.** Where a Participant's alleged conduct would amount solely to a violation of the anti-corruption rules of the ICC (whether such conduct actually relates to an International Match or not), the ICC will have the exclusive right to take action against the Participant under its own anti-corruption rules;
- 1.6.3.** Where a Participant's alleged conduct would amount solely to a violation of the anti-corruption rules of another National Cricket Federation (whether such conduct actually relates to a Match taking place within the territory of such National Cricket Federation or not), the relevant National Cricket Federation will have the exclusive right to take action against the Participant under its own anti-corruption rules;
- 1.6.4.** Where a Participant's alleged conduct would amount to a violation of this Anti-Corruption Code and one or more of the anti-corruption rules of the ICC and/or the anti-corruption rules of any other National Cricket Federation:
 - 1.6.4.1. if the alleged conduct relates solely to one or more Domestic Matches or Events held under CA's jurisdiction, CA will have the priority right and responsibility to take action under this Anti-Corruption Code against any relevant Participant for such conduct (irrespective of the nationality or place of residence of the Participant), but where it fails to take any action under its anti-corruption rules within 180 days of becoming aware of the conduct or agrees to defer to the National Cricket Federation to which the Participant is affiliated, the National Cricket Federation to which the Participant is affiliated may instead take action against the Participant in respect of such conduct under its anti-corruption rules provided it has first given notice in writing of such to CA.
 - 1.6.4.2. if the alleged conduct relates solely to one or more International Matches (other than International Tour Matches), the ICC will have the exclusive right to take action against the Participant under its own anti-corruption rules;
 - 1.6.4.3. if the alleged conduct relates solely to one or more International Tour Matches played in CA's jurisdiction, then, unless otherwise agreed between the ICC and CA:
 - 1.6.4.3.1. the ICC will have priority right and responsibility to take action under its anti-corruption rules against any Participant who participated on behalf of, or who was

in any way associated with, or whose conduct was related to, the participating representative team of a full member of the ICC (or associate member of the ICC with Test and/or ODI or T20I Status) in the International Tour Match; and

1.6.4.3.2. CA will have the priority right and responsibility to take action under this Anti-Corruption Code against any Participant who participated on behalf of, or who was in any way associated with, or whose conduct was related to, the participating domestic, guest or invitational team in the International Tour Match;

1.6.4.4. if the alleged conduct relates to one or more Domestic Matches or Events held under the jurisdiction of CA and one or more International Matches and/or one or more Match played under the jurisdiction of another National Cricket Federation, CA and the ICC and/or the other relevant National Cricket Federation(s) shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant Participant for such conduct. In the absence of agreement, CA shall take action solely with respect to conduct relating to the relevant Domestic Match(es) or Event(s) held under its jurisdiction, the ICC shall take action solely with respect to conduct relating to the relevant International Matches and/or the other relevant National Cricket Federation(s) shall take action solely with respect to conduct relating to the other relevant Match; or

1.6.4.5. if the alleged conduct relates to an offence under any of Article 2.4 of the Anti-Corruption Code (or any analogous provision in the anti-corruption rules of the ICC or any other National Cricket Federation) and does not in any way relate to either an International Match or a Domestic Match, CA the ICC and/or the relevant National Cricket Federation(s) shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant Participant for such conduct provided, however, that in the absence of agreement, the ICC shall not take action with respect to the relevant conduct unless the relevant Participant has played in an International Match in the previous twelve (12) months prior to the date the alleged offence was committed.

1.7. Where CA and/or the ICC and/or any relevant National Cricket Federation agree between them, in accordance with the principles described in Article 1.6 above, that in any particular circumstance it would be more appropriate for CA to take action under this Anti-Corruption Code in relation to any conduct relating to one or more Match(es) or Event(s) held within the jurisdiction of another National Cricket Federation, and/or one or more International Match(es), then all references in this Anti-Corruption Code to 'Domestic Match' shall be deemed to be extended to include the relevant 'International Match' and/or other relevant 'Match' or 'Event' (as applicable).

1.8. Each Participant shall continue to be bound by and required to comply with this Anti-Corruption Code until he/she no longer qualifies as a Participant (the "**End Date**"). Notwithstanding the foregoing, CA shall continue to have jurisdiction over him/her pursuant to this Anti-Corruption Code after the End Date in respect of matters taking place prior to the End Date; and he/she shall continue to be bound by and required to comply with this Anti-Corruption Code after the End Date with respect to the investigation, prosecution and adjudication of such matters.

1.9. Without prejudice to Articles 1.4 and 1.5, CA shall be responsible for promoting Anti-Corruption Code awareness and education amongst all Participants.

1.10. The conduct prohibited under this Anti-Corruption Code may also be a criminal offence and/or a breach of other applicable laws or regulations. This Anti-Corruption Code is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the sport of cricket. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Participants must comply with all applicable laws and regulations at all times.

1.11. For the avoidance of any doubt, nothing in this Anti-Corruption Code is intended in any way to replace or amend CA's Minimum Standards for Players and Match Officials Area which shall remain in full force and to which all Participants agree to be bound at all times.

1.12. Unless otherwise indicated, references in this Anti-Corruption Code to Articles and Appendices are to articles and appendices of this Anti-Corruption Code. Capitalised words in this Anti-Corruption Code are defined terms and their respective definitions are set out in Appendix 1.

ARTICLE 2. OFFENCES UNDER THIS ANTI-CORRUPTION CODE

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

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

2.1. Corruption:

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

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

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

2.2. Betting:

- 2.2.1.** Placing, accepting, offering, laying or otherwise entering into any Bet in relation to the result, progress, conduct or any other aspect of any Match or Event.
- 2.2.2.** Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to place, accept, offer or otherwise enter into a Bet in relation to the result, progress, conduct or any other aspect of any Match or Event.
- 2.2.3.** Ensuring the occurrence of a particular incident in a Match or Event, which occurrence is to the Participant's knowledge the subject of a Bet and for which he/she expects to receive, directly or indirectly or has received any Reward.

NOTE: A "Bet" as referred to in this Article 2.2 also applies to any Bet placed by a betting syndicate/punters' club (or any similar betting arrangement) of which the Participant is a member or participant.

2.3. Misuse of Inside Information:

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

NOTE: Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose Inside Information: (a) to

journalists or other members of the media; and/or (b) on social networking websites where the Participant knew or should reasonably have known that such disclosure might lead to the information being used in relation to Betting. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of the Participant's family) where it is reasonable for the Participant to expect that such information can be disclosed in confidence and without being subsequently used for Betting.

2.3.3. Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or facilitating (with or without Reward):

2.3.3.1. any Participant to commit an offence under any of the foregoing provisions of this Article 2.3; and/or

2.3.3.2. any other person to do any act that would be an offence if that person were a Participant.

2.4. General:

2.4.1. Giving or providing to any Participant any Reward:

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

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

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

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

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

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

2.4.3. Failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) any and all gifts (whether monetary or otherwise), hospitality, rewards and/or other non-contractual benefits offered to a Participant that have a value of US\$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant, (ii) benefits provided pursuant to a Participant's contract with CA and/or a State or Territory Association, or (iii) cricket hospitality gifts from CA or a State or Territory Association in connection with Matches the Participant is participating in.

2.4.4. Failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in conduct that would amount to a breach of this Anti-Corruption Code.

NOTE: This Article is intended to capture approaches or invitations received by the Participant via any medium, including without limitation, all social media platforms.

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

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

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

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

2.4.6. Failing or refusing, without compelling justification, to cooperate with any reasonable investigation carried out by the Designated Anti-Corruption Official in relation to possible offences under this Anti-Corruption Code (by any Participant), including, without limitation, failure to provide accurately and completely any information and/or documentation requested by the Designated Anti-Corruption Official (whether as part of a Demand or otherwise) that may be relevant to such investigation.

2.4.7. Obstructing or delaying any investigation that may be carried out by the Designated Anti-Corruption Official in relation to any conduct relating to this Anti-Corruption Code (by any Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that:

2.4.7.1. may be relevant to that investigation; and/or

2.4.7.2. may be evidence of or may lead to the discovery of evidence of conduct that constitutes an offence under this Anti-Corruption Code.

2.4.8. Failing or refusing to cooperate with any proceedings brought against any Participant for conduct that may amount to a breach of this Anti-Corruption Code, including (without limitation):

2.4.8.1. failing to provide a witness statement(s) in respect of information in the possession of the Participant; and/or

2.4.8.2. failing to attend, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an Anti-Corruption Tribunal and/or CAS under this Anti-Corruption Code, where requested by the Designated Anti-Corruption Official.

2.4.9. Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.4.

2.5. For the purposes of this Article 2:

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

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

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

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

- 2.6.1.** Whether the Participant him/herself was participating or involved in any way in the specific Match(es) or Event(s) in question.
- 2.6.2.** The nature or outcome of any Bet(s) on the Match(es) or Event(s) in issue.
- 2.6.3.** The outcome of any Match(es) or Event(s) in issue.
- 2.6.4.** Whether the Participant's efforts or performance (if any), or the efforts or performance of any other player or other person, in the Match(es) or Event(s) in issue were (or could be expected to have been) affected by the acts or omissions in question.
- 2.6.5.** Whether any of the results in the Match(es) or Event(s) in issue were (or could be expected to have been) affected by the act or omissions in question.

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

- 2.7.1.** an offence under this Anti-Corruption Code to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported pursuant to the Anti-Corruption Code thereafter) due to the Participant's honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person.
- 2.7.2.** an offence under Article 2.4.8 of the Anti-Corruption Code if the Participant adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each Participant and shall not be a sufficient reason).

ARTICLE 3. STANDARD OF PROOF AND EVIDENCE

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

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

3.2. With respect to online sports betting, it is a Participant's personal duty to ensure that no conduct prohibited pursuant to Article 2.2 is carried out on any account related to or operated by or on behalf of the Participant.

3.3. Where a Participant seeks to rely on an excuse or defence that asserts the alleged infringing conduct on the account related to or operated by or on behalf of the Participant was not carried out by him/her, the burden shall be on that Participant to adduce sufficient credible evidence to prove, on the balance of probabilities:

- 3.3.1. that he/she did not carry out the alleged infringing conduct on the account; and
- 3.3.2. the identity of the person/s (if known or able to be reasonably ascertained) that did carry out the alleged infringing conduct.

ARTICLE 4. INVESTIGATIONS AND NOTICE OF CHARGE

4.1. Any allegation or suspicion of a breach of this Anti-Corruption Code, whatever the source, shall be referred to the Designated Anti-Corruption Official for investigation.

4.2. The Designated Anti-Corruption Official may, at any time, conduct investigations into the activities of any Participant who he/she suspects may have committed an offence under this Anti-Corruption Code. Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, the ICC and/or other National Cricket Federations and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities) and all Participants must cooperate fully with such investigations failing which any such Participant shall be liable to be charged with a breach of Articles 2.4.6, 2.4.7, 2.4.8 and/or 2.4.9 (and it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a Participant to invoke any privilege against self-incrimination, which privilege is deemed to have been waived by the Participant). The Designated Anti-Corruption Official shall have discretion, where he/she deems appropriate, to stay his/her own investigation pending the outcome of investigations being conducted by the ICC and/or other National Cricket Federations and/or other relevant authorities.

4.3. As part of any investigation under this Anti-Corruption Code, the Designated Anti-Corruption Official may (including after a Notice of Charge has been provided to the relevant Participant):

4.3.1. conduct an interview with the Participant and the Participant agrees to honestly answer all questions put to the Participant in connection with such investigation, other than in circumstances where such an answer would render the Participant liable to prosecution for an indictable offence in Australia. The Participant will be entitled to appoint one representative and one support person, including the ACA to be present when such questioning takes place;

4.3.2. make a written demand to any Participant (a “**Demand**”) to provide to CA with any information, statement, document or Mobile Device(s) (subject to Article 4.4 below), that the Designated Anti-Corruption Official reasonably believes may be relevant to the investigation. Such information may include (without limitation):

4.3.2.1. copies or access to all relevant records (such as current or historic telephone records, bank statements, internet services records and/or other records stored on computer hard drives, electronic devices or other information storage equipment); and/or

4.3.2.2. subject to the processes outlined in Article 4.4 below, any data, messages, photographs, videos, audio files and/or documents or any other relevant material contained on his/her Mobile Device(s) (including but not limited to, information stored through SMS, WhatsApp or any other messaging system); and/or

4.3.2.3. all the facts and circumstances of which the Participant is aware with respect to the matter being investigated, and

subject to any applicable principles of Australian law, the Participant shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the Designated Anti-Corruption Official.

4.4. Where such a Demand relates to the request to take possession of and/or copy or download information contained on a Participant’s Mobile Device(s) (a “**Download**”), then the Designated Anti-Corruption Official must (having regard to the factors listed in Article 4.4.2.1(a) to (c) in drafting that Demand):

4.4.1. take immediate possession of the Mobile Device(s) upon the Participant’s receipt of the Demand, failing which any such Participant shall be liable to be charged with a breach of Articles 2.4.6, 2.4.7, 2.4.8 and/or Article 2.4.9 of this Anti-Corruption Code;

4.4.2. turn off the Mobile Device(s) and must not proceed with the Download until either:

- 4.4.2.1. the CA General Counsel or a Commissioner (the choice of which these options is nominated by the Participant in writing) has reviewed the Demand and has, in writing, informed the Designated Anti-Corruption Official of their satisfaction that:
 - (a) there are reasonable grounds that the Demand may be relevant to the investigation conducted under this Anti-Corruption Code;
 - (b) the Demand is not vague, oppressive or without reasonable basis; and
 - (c) the Demand contains sufficient specificity and particulars of the scope of the Download,
- 4.4.2.2. notwithstanding Article 4.4.2.1 above, the Participant provides written consent to the Designated Anti-Corruption Official proceeding with the Download to be conducted by CA, waiving the requirement for the matter to be determined by the CA General Counsel or Commissioner pursuant to Article 4.4.2.1.

4.5. Where the requirements of Article 4.4.2.1 have been met, or in the case of Article 4.4.2.2, the Participant has provided his/her written consent to the Download), CA must inform the Participant of their rights of election under this Article 4.5 and the Participant must respond to the Demand, within the timeframe stipulated in the Demand (which must be no less than 48 hours), electing to:

- 4.5.1. consent in writing to the Designated Anti-Corruption Official proceeding with the Download to the extent permitted by the Demand, to be conducted by CA, in which case the Participant must provide all relevant password(s) and access code(s) for the Mobile Device(s) to the Designated Anti-Corruption Official; or
- 4.5.2. notify the Designated Anti-Corruption Official that he/she has engaged an independent and reputable Third-Party Forensic IT Specialist (whose costs will be met by the Participant), to undertake the Download to the extent permitted by the Demand, in which case, upon CA's agreement (acting reasonably) as to the identity of the Third-Party Forensic IT Specialist, CA will hand over the Mobile Device(s) to the authorised nominee from the Third-Party Forensic IT Specialist and the Participant must provide all relevant password(s) and access code(s) for the Mobile Device(s) to the authorised nominee from the Third-Party Forensic IT Specialist. The Third-Party Forensic IT Specialist must then undertake the Download to the extent permitted by the Demand and forthwith provide that information to CA and to the Participant; or
- 4.5.3. have the matter determined by the CA General Counsel in respect of the Demand as it relates to the Download in accordance with Article 4.6 below.

4.6. Where a Participant elects for the matter to be determined by the CA General Counsel in accordance with Article 4.5.3, the following provisions will apply:

- 4.6.1. In making a determination in respect of the Demand as it relates to the Download, the CA General Counsel shall have regard to:
 - 4.6.1.1. the scope of Demand as it relates to the Download and the nature of the investigation; and
 - 4.6.1.2. alternative methods available for obtaining the evidence relevant to the investigation.
- 4.6.2. After consideration of the matters listed in Article 4.6.1, the CA General Counsel may determine:
 - 4.6.2.1. that the Download must be undertaken by CA, authorising the Designated Anti-Corruption Official to proceed with the Download; or
 - 4.6.2.2. that an independent and reputable Third-Party Forensic IT Specialist be engaged by CA (at CA's cost) to undertake the Download at the direction of CA, in which case, CA will hand over the Mobile Device(s) to the authorised nominee from the Third-Party Forensic IT Specialist and the Participant must provide all relevant password(s) and access code(s) for the Mobile Device(s) to the authorised nominee from the Third-Party Forensic IT Specialist; or
 - 4.6.2.3. any other determination he/she deems necessary in respect of the Download.
- 4.6.3. Such determination by the CA General Counsel under Article 4.5.3 shall be binding on the Participant and CA.

4.7. Where appropriate, the Participant may seek an extension of such deadline by providing the Designated Anti-Corruption Official with cogent reasons (in writing) to support an extension, provided that the decision to grant or deny such extension shall be at the discretion of the Designated Anti-Corruption Official, acting reasonably at all times. For the avoidance of doubt, this Article 4.7 does not apply to the Designated Anti-Corruption Official taking immediate possession of the Mobile Device(s) upon the Participant's receipt of the Demand pursuant to Article 4.4.1.

4.8. Any information furnished to CA (whether as part of an investigation or pursuant to a specific Demand) will:

4.8.1. not be used for any purpose other than pursuant to this Anti-Corruption Code and will be kept strictly confidential except when:

4.8.1.1. it becomes necessary to disclose such information in support of a charge of an offence under this Anti-Corruption Code or the Anti-Corruption Code of the ICC and/or any other National Cricket Federation;

4.8.1.2. such information is required to be disclosed by any applicable law;

4.8.1.3. such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant Match or Event; and/or

4.8.1.4. such information may also amount to evidence of infringements of other applicable laws or regulations (in which case CA may share such information with the competent authorities -- including the ICC, other National Cricket Federations and/or any applicable police, taxation, fraud, criminal intelligence or other authorities -- whether pursuant to formal information-sharing agreements with such authorities or otherwise).

4.8.2. be stored securely by CA, with access limited to those individuals within the CA Integrity & Security Unit involved in the investigation and hearing of the matter and CA's legal representatives; and

4.8.3. be destroyed by CA, in circumstances where CA's Head of Integrity & Security determines either:

4.8.3.1. that the investigation to which the Demand and information relates has closed;

4.8.3.2. that the Notice of Charge has been determined in finality; or

4.8.3.3. that the information is not relevant to the investigation,

4.8.3.4. unless such information (or any part thereof) forms part of the evidence relevant to the investigation or any hearing conducted pursuant to this Anti-Corruption Code, in which case such information will form part of the investigation or hearing files held by the CA Integrity & Security Unit.

4.9. All Participants must cooperate with CA in relation to any investigation or hearing brought against any other Participant for conduct in breach of this Anti-Corruption Code, including (without limitation):

4.9.1. by complying with any Demand issued in accordance with the Anti-Corruption Code;

4.9.2. where requested by the Designated Anti-Corruption Official:

4.9.2.1. providing a witness statement(s) in respect of information or documents in the possession of the Participant; and/or

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

4.10. If at any time, the Designated Anti-Corruption Official determines that there is a case to answer under Article 2, then the Participant shall be sent written notice of the following, copied to CA's Chief Executive Officer and the CEO of the State or Territory Association to which the Participant is affiliated (the "**Notice of Charge**"):

- 4.10.1. that the Participant has a case to answer under Article 2;
- 4.10.2. the specific offence(s) that the Participant is alleged to have committed;
- 4.10.3. details of the alleged acts and/or omissions relied upon in support of the charge;
- 4.10.4. the range of sanctions applicable under this Anti-Corruption Code if the charge is admitted or upheld;
- 4.10.5. (where applicable) the matters relating to Provisional Suspension specified at Article 4.12; and
- 4.10.6. the matters relating to responding to a Notice of Charge specified at Article 4.11.

4.11. Responding to a Notice of Charge

- 4.11.1. The Notice of Charge shall specify that, if the Participant wishes to exercise his/her right to a hearing before the Anti-Corruption Tribunal, he/she must submit a written request for such a hearing so that it is received by the Designated Anti-Corruption Official as soon as possible, but in any event within seven (7) days of the receipt by the Participant of the Notice of Charge. The request must also state how the Participant responds to the charge(s) and must explain (in summary form) the basis for such response.
- 4.11.2. If the Participant fails or refuses to file a written request for a hearing before the Anti-Corruption Tribunal by the deadline specified in Article 4.11.1 (or by any extended deadline that the Designated Anti-Corruption Official deems appropriate), then he/she shall be deemed to have:
 - 4.11.2.1. waived his/her entitlement to a hearing;
 - 4.11.2.2. admitted that he/she has committed the offence(s) under this Anti-Corruption Code specified in the Notice of Charge; and
 - 4.11.2.3. acceded to the range of applicable sanctions specified in the Notice of Charge.

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

- 4.11.3. Where the Participant does request a hearing in accordance with Article 4.11.1, the matter shall proceed to a hearing in accordance with Article 5.

4.12. Provisional Suspension

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

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

- 4.12.2. Where a Provisional Suspension is imposed, the Participant shall be given an opportunity to contest such Provisional Suspension in a Provisional Hearing taking place on a timely basis after its imposition. At any such Provisional Hearing, it shall be the burden of CA to establish: (a) that there is a strong, arguable case against the Participant on the charge(s) that have been made (or are to be made) against him/her; and/or (b) that, in such circumstances, the integrity of the sport could be seriously undermined

if a Provisional Suspension was not imposed against the Participant. The Senior Commissioner shall have the discretion to determine the appropriate procedure to be followed at any such Provisional Hearing, provided that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Senior Commissioner and present his/her case.

- 4.12.3.** Regardless of whether a Provisional Hearing has been held pursuant to Article 4.12.2, where a full hearing under Article 5 has not been convened within three (3) months of the imposition of a Provisional Suspension, the Participant shall be entitled to apply to the Senior Commissioner (sitting alone) to lift the Provisional Suspension. If such an application is made, it shall be the burden of CA to establish that there is/remains (a) a strong, arguable case against the Participant on the charge(s) that have been made against him/her; and/or (b) a risk that the integrity of the sport could be seriously undermined if the Provisional Suspension was lifted. The Senior Commissioner shall have discretion to determine the procedure for considering such application as he/she considers appropriate (including whether to convene a hearing or to determine the matter on the papers), provided that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Senior Commissioner and present his/her case.
- 4.12.4.** No Participant who is the subject of any Provisional Suspension may, during the period of any Provisional Suspension, play, coach or otherwise participate or be involved in any capacity in any Match or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by CA, the ICC, another National Cricket Federation or any member of a National Cricket Federation. The ICC and other National Cricket Federations will be entitled to give effect to and enforce this Article 4.12.4 in their respective geographical jurisdictions.
- 4.12.5.** A Participant who is not Provisionally Suspended may voluntarily suspend him/herself by written notice to the Designated Anti-Corruption Official. In that case, provided that the Participant respects that voluntary Provisional Suspension until the charge(s) against him/her is/are determined, he/she shall be given credit for such voluntary Provisional Suspension in accordance with Article 6.3. A copy of any such voluntary Provisional Suspension shall be sent to the ICC and (if applicable) the National Cricket Federation to which the Participant is affiliated without unnecessary delay.

ARTICLE 5. THE DISCIPLINARY PROCEDURE

5.1. Hearings under this Anti-Corruption Code

- 5.1.1.** Where CA alleges that a Participant has committed an offence under this Anti-Corruption Code, and the Participant submits the response required under Article 4.12.1 by the specified deadline disputing the charge and/or the sanctions to be imposed for such offence under this Anti-Corruption Code, then the matter shall be referred to the Anti-Corruption Tribunal by CA's Head of Integrity and Security (in consultation with CA's Chief Executive Officer).
- 5.1.2.** CA's Head of Integrity and Security (in consultation with CA's Chief Executive Officer) shall appoint the three Commissioners to form the Anti-Corruption Tribunal to hear the case. One member of the Anti-Corruption Tribunal, who shall be a lawyer, shall sit as the Chairperson of that Anti-Corruption Tribunal. The Commissioners appointed to the Anti-Corruption Tribunal shall be independent of the parties and shall have had no prior involvement with the case.
- 5.1.3.** The Chairperson of the Anti-Corruption Tribunal may convene a preliminary hearing with:
- 5.1.3.1. the Designated Anti-Corruption Official and his/her legal representatives (if any); and
 - 5.1.3.2. the relevant Participant and his/her legal representatives (if any).
- 5.1.4.** If a preliminary hearing is to be convened, it should take place as soon as reasonably practicable and be by telephone conference call (unless the Chairman of the Anti-Corruption Tribunal determines otherwise). The non-participation, without compelling justification, of the Participant or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the Chairperson of the Anti-Corruption Tribunal from proceeding with any such preliminary hearing, whether or not any written submissions are made on behalf of the Participant.

- 5.1.5.** The purpose of any preliminary hearing shall be to allow the Chairperson of the Anti-Corruption Tribunal to address any preliminary issues. Whether or not a preliminary hearing is held, the Chairperson of the Anti-Corruption Tribunal may:
- 5.1.5.1. determine the date(s) upon which the full hearing shall be held; and
 - 5.1.5.2. make such orders as the Chairperson of the Anti-Corruption Tribunal shall deem appropriate in relation to the production of relevant documents and/or other materials between the parties.
- 5.1.6.** If, because of a legitimate objection or for any other reason, a member of the Anti-Corruption Tribunal is, or becomes, unwilling or unable to hear the case, then CA's Head of Integrity and Security may, in consultation with CA's Chief Executive Officer: (a) appoint a replacement Commissioner to the Anti-Corruption Tribunal; or (b) authorise the remaining members of the Anti-Corruption Tribunal to hear the case on their own.
- 5.1.7.** Subject to Article 8 and the discretion of the Chairperson of the Anti-Corruption Tribunal to order otherwise for good cause shown by either party and unless otherwise agreed between the parties, hearings before the Anti-Corruption Tribunal shall: (a) take place at a venue specified by CA; and (b) be conducted on a confidential basis.
- 5.1.8.** CA may appoint a Commission Counsel to assist the Anti-Corruption Tribunal in the conduct of any hearing by presenting or facilitating the presentation of any relevant evidence and submissions relating to the case against the Participant.
- 5.1.9.** Each of the following individuals must attend any hearing before the Anti-Corruption Tribunal:
- 5.1.9.1. the Designated Anti-Corruption Official and his/her legal representatives (if any); and
 - 5.1.9.2. the relevant Participant and his/her legal representatives (if any).
- 5.1.10.** Each of the Participant (at his/her own expense) and the Designated Anti-Corruption Official has the right to be present and to be heard at the hearing and to be represented at the hearing by legal counsel of his/her or its own choosing. The Designated Anti-Corruption Official shall be entitled to be represented prior to, and during, the hearing (if he/she considers necessary) by a representative of CA's Legal Department. At the discretion of the Anti-Corruption Tribunal, a representative from the ICC may also attend any such hearing (but strictly as an observer only and with no right to be heard). Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative shall be given the opportunity to participate in the hearing by telephone or video conference (if available).
- 5.1.11.** Without prejudice to Article 3.2.2, the Participant may choose not to appear in person at the hearing, but instead provide a written submission for consideration by the Anti-Corruption Tribunal, in which case the Anti-Corruption Tribunal shall consider the submission in its deliberations. However, the non-attendance of the Participant or his/her representative at the hearing, after proper notice of the hearing has been provided, without compelling justification, shall not prevent the Anti-Corruption Tribunal from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf.
- 5.1.12.** The procedure to be followed at the hearing (including the language in which the hearing is to be conducted and whether translations of evidence and/or interpreters are required) shall be at the discretion of the Chairperson of the Anti-Corruption Tribunal, provided that the hearing is conducted in a manner that offers the Participant a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the Anti-Corruption Tribunal and present his/her case.
- 5.1.13.** Subject to Articles 1.4 and 1.5, the Chairperson of the Anti-Corruption Tribunal may order the consolidation of a case with other case(s) as he/she shall deem appropriate. For example, where two or more Participants are alleged to have committed offences under this Anti-Corruption Code, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents.
- 5.1.14.** If required by the Chairperson of the Anti-Corruption Tribunal, CA shall make arrangements to have the hearing recorded and/or transcribed (save for the private deliberations of the Anti-Corruption Tribunal).

The costs of recording and/or transcription shall be paid by CA, subject to any costs-shifting order that the Anti-Corruption Tribunal may make further to Article 5.2.3.

5.2. Agreed Sanction

- 5.2.1.** Notwithstanding any of the other provisions of this Anti-Corruption Code, at any time during the matter it shall be open to CA to offer the Participant a proposed sanction with respect to the charge(s) against him/her in order to avoid the need for a hearing or the continuation of a hearing before the Anti-Corruption Tribunal (the “**Proposed Sanction**”).
- 5.2.2.** In determining the Proposed Sanction, CA will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom.
- 5.2.3.** The offer of a Proposed Sanction by CA shall specify that the Participant may:
- 5.2.3.1. admit the charge(s) and accede to the Proposed Sanction. In such circumstances, and provided that such admission has been received by CA’s Head of Integrity and Security by the time specified in the Proposed Sanction, the hearing before the Anti-Corruption Tribunal shall not be required or continued (as applicable) and no further action shall be taken, save that:
 - 5.2.3.1.1. the Proposed Sanction shall be imposed; and
 - 5.2.3.1.2. CA shall promptly issue a public statement confirming the Participant’s admission of the offence(s) charged and the imposition of the Proposed Sanction. Following issuance of the public statement, CA will provide notice of it to the ICC and, where it is not CA, to the National Cricket Federation or State and Territory Association to which the Participant is affiliated;
 - 5.2.3.2. admit the offence(s) charged but dispute the Proposed Sanction, in which case the Participant must file a response to the Proposed Sanction in accordance with Article 4.11.1 within the time specified in the Proposed Sanction; or
 - 5.2.3.3. deny the offence(s) charged, in which case he/she must file a response to the Proposed Sanction in accordance with Article 4.11.1 within the time specified in the Proposed Sanction.
- For the sake of clarity, a Proposed Sanction can be offered to a Participant at the same time and in the same document as the Notice of Charge, with any relevant timelines allowed to run concurrently.
- 5.2.4.** Any discussions between CA and the Participant relating to the Proposed Sanction shall take place on a “without prejudice” basis and in such a manner that they shall not delay or in any other way interfere with the proceedings.
- 5.2.5.** Any agreement resulting from the offer of a Proposed Sanction shall be evidenced in writing, signed by CA’s Head of Integrity and Security and the Participant, and shall set out the sanction imposed on the Participant for his/her breach of the Anti-Corruption Code (the “**Agreed Sanction**”).
- 5.2.6.** Upon receipt of notice of the Agreed Sanction, the Anti-Corruption Tribunal shall discontinue (where applicable) any proceedings on the terms thereof without the need for any further hearing.

5.3. Decisions of the Anti-Corruption Tribunal

- 5.3.1.** The Anti-Corruption Tribunal shall provide to the parties its decision in writing, with reasons, as soon as reasonably practicable after and, in any event, within thirty (30) days of the conclusion of the hearing. That written decision will set out and explain:
- 5.3.1.1. with reasons, the Anti-Corruption Tribunal’s findings as to whether any offence(s) under this Anti-Corruption Code has/have been committed;
 - 5.3.1.2. with reasons, the Anti-Corruption Tribunal’s findings as to what sanctions, if any, are to be imposed (including any fine and/or period of Ineligibility);
 - 5.3.1.3. with reasons, the date that such period of Ineligibility shall commence pursuant to Article 6.4; and

- 5.3.1.4. the rights of appeal described in Article 7.
- 5.3.2.** CA will provide the ICC and, where it is not CA, the National Cricket Federation or State and Territory Association to which the Participant is affiliated, with a full written copy of the findings and decisions of the Anti-Corruption Tribunal at the same time as such decision is provided to the Participant and prior to publicly announcing such decision.
- 5.3.3.** The Anti-Corruption Tribunal shall have discretion to announce the substance of its decision to the parties (and the ICC) prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a Provisional Suspension has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the Anti-Corruption Tribunal shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision. Notice of such decision will be provided by CA to the ICC and, where it is not CA, the National Cricket Federation or State and Territory Association to which the Participant is affiliated, without unnecessary delay following its announcement.
- 5.3.4.** The Anti-Corruption Tribunal has the power to make a costs order against any party to the hearing in respect of the costs of convening the Anti-Corruption Tribunal and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems fit (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If the Anti-Corruption Tribunal does not exercise that power, CA shall pay the costs of convening the Anti-Corruption Tribunal and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).
- 5.3.5.** Subject only to the rights of appeal under Article 7, the Anti-Corruption Tribunal's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

ARTICLE 6. SANCTIONS

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

- 6.1.1.** aggravate the nature of the offence including, without limitation:
- 6.1.1.1. a lack of remorse on the part of the Participant;
 - 6.1.1.2. whether the Participant has previously been found guilty of any similar offence under this Anti-Corruption Code and/or any predecessor regulations of CA and/or any similar regulations of the ICC or any other National Cricket Federation;
 - 6.1.1.3. where the amount of any profits, winnings or other Reward, directly or indirectly received by the Participant as a result of the offence(s), is substantial and/or where the sums of money otherwise involved in the offence(s) are substantial;
 - 6.1.1.4. where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or the public interest in the relevant Match(es) or Event(s);
 - 6.1.1.5. where the offence affected (or had the potential to affect) the result of the relevant Match(es) or Event(s);
 - 6.1.1.6. where the welfare of a Participant or any other person has been endangered as a result of the offence;
 - 6.1.1.7. where the offence involved more than one Participant or other persons; and/or
 - 6.1.1.8. any other aggravating factor(s) that the Anti-Corruption Tribunal considers relevant and appropriate.
- 6.1.2.** mitigate the nature of the offence including, without limitation:

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

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

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

ANTI-CORRUPTION CODE OFFENCE	RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY
Articles 2.1.1 to 2.1.5 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.
Articles 2.2.1 to 2.2.3 (Betting)	A minimum of one (1) year and a maximum of five (5) years.
Articles 2.3.1 and 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)	A minimum of one (1) years and a maximum of five (5) years.
Articles 2.3.2 and 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of inside information)	A minimum of six (6) months and a maximum of five (5) years.
Articles 2.4.1 to 2.4.6 (General)	A minimum of six (6) months and a maximum of five (5) years).
Articles 2.4.7 to 2.4.9 (General)	Any period from zero up to a maximum of five (5) years.

6.2.2. may impose a fine on the Participant of an unlimited amount;

- 6.2.3. may require the Participant to undergo counselling for a specified time;
- 6.2.4. may require the Participant to perform voluntary service for a specified amount of time to cricket or the community; and/or
- 6.2.5. may reprimand the Participant.

6.3. The Anti-Corruption Tribunal may impose a lesser penalty to the range of permissible periods of Ineligibility stipulated in Article 6.2 in the following circumstances:

- 6.3.1. one or more of the factors that mitigate the nature of the offence (as are prescribed in Article 6.1.2) are present and the collective value of those mitigating factors is such that the lesser penalty is reasonable; and
- 6.3.2. where CA makes written application to the Anti-Corruption Tribunal for a variation from the range of permissible periods of Ineligibility, providing such written application adequately details the reasons for requesting the Anti-Corruption Tribunal to apply a sanction outside the stipulated range of permissible periods of Ineligibility. For the avoidance of doubt, the Anti-Corruption Tribunal is not bound to vary the range of permissible periods of Ineligibility merely because of the receipt of a written application from CA and may impose such penalty as it sees fit, within the range of sanctions stipulated in Article 6.2.

6.4. For the avoidance of doubt:

- 6.4.1. the Anti-Corruption Tribunal or CA (only in relation to a Proposed Sanction) may suspend any portion of a period of Ineligibility to be imposed on a Participant where one or more of the factors that mitigate the nature of the offence (as are prescribed in Article 6.1.2) are present and the collective value of those mitigating factors is such that the lesser penalty is reasonable;
- 6.4.2. the Anti-Corruption Tribunal will have no jurisdiction to adjust, reverse or amend the results of any Domestic Match or Event;
- 6.4.3. where a Participant is found guilty of committing two Anti-Corruption Code offences in relation to the same incident or set of facts and sanctioned separately, then any sanctions imposed should ordinarily run concurrently (and not cumulatively); and
- 6.4.4. where a fine and/or costs award is imposed against a Participant, then such fine and/or costs award must be paid:
 - 6.4.4.1. by the Participant (and not, unless CA agrees, by any other third party); and
 - 6.4.4.2. directly to CA within one calendar month of receipt of the decision imposing the fine and/or costs award.

However, CA will consider any request from any Participant, on the grounds of financial hardship, to make the payment of such fines and/or costs award over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or instalment thereof) not be paid to CA within such deadline or by the time of the next agreed payment date, then, unless CA agrees otherwise, the Participant may not play, coach or otherwise participate or be involved in any capacity in any Match until such payment has been satisfied in full. The ICC and other National Cricket Federations will be entitled to give effect to and enforce this Article 6.4.3 in their respective geographical jurisdictions.

6.5. Any period of Ineligibility imposed on a Participant shall commence on the date that the decision imposing the period of Ineligibility is issued or backdated at the discretion of CA; provided that any period of Provisional Suspension served by the Participant shall be credited against the total period of Ineligibility to be served.

6.6. No Participant who has been declared Ineligible may, during the period of Ineligibility: (a) play, coach, officiate or otherwise participate or be involved in any capacity in any Match or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the ICC, a National Cricket Federation (including CA) or any member of a National Cricket Federation or State and Territory Association; and (b) hold (or continue to hold) any position within CA or a State or Territory Association (including as an employee, official or officer or an employee, official or officer of a Big Bash League team) or receive accreditation to provide media or other

services at any official venue or Domestic Match. The ICC and other National Cricket Federations will be entitled to give effect to and enforce this Article 6.6 in their respective geographical jurisdictions.

- 6.7.** A Participant who is subject to a period of Ineligibility shall remain subject to this Anti-Corruption Code during that period. If a Participant commits an offence under this Anti-Corruption Code during a period of Ineligibility, this shall be treated as a separate offence under this Anti-Corruption Code and separate proceedings will be brought pursuant to Article 4.10 of this Anti-Corruption Code or under the anti-corruption rules of the ICC or any other National Cricket Federation, as applicable.
- 6.8.** Once any period of Ineligibility has expired, the Participant will automatically become re-eligible to participate (in the case of a Player) or assist a Player's participation (in the case of a Player Support Personnel) or officiate (in the case of an Umpire or Match Referee) or be appointed to support an Umpire or Match Referee (in the case of an Umpire Support Personnel) in Domestic Matches and Events provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of CA; (b) satisfied, in full, any fine and/or award of costs made against him/her by any Anti-Corruption Tribunal or the CAS; and (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as CA may reasonably consider necessary given the nature and scope of the offence committed. However, CA will consider any request from any Participant, on the grounds of financial hardship, to make the payment of such fines and/or costs over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or installment thereof) not be paid to CA within such deadline or by the time of the next agreed payment date, then, unless CA agrees otherwise, the Participant may not play, coach, officiate or otherwise participate or be involved in any capacity in any Domestic Match until such payment has been satisfied in full.

ARTICLE 7. APPEALS

- 7.1.** The following decisions made under this Anti-Corruption Code may be challenged by CA or the Participant who is the subject of the decision (as applicable) and/or the ICC solely and exclusively by appeal to CAS as set out in this Article 7:
- 7.1.1.** a decision by the Senior Commissioner, pursuant to Articles 4.12.2 or 4.12.3, to lift or not to lift a Provisional Suspension;
 - 7.1.2.** a decision that a charge of an offence under this Anti-Corruption Code should be dismissed for procedural or jurisdictional reasons;
 - 7.1.3.** a decision that an offence under this Anti-Corruption Code has (or has not) been committed; and/or
 - 7.1.4.** a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this Anti-Corruption Code.
- 7.2.** Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 7.3.** For the avoidance of any doubt, no party shall have any right of appeal against an Agreed Sanction imposed pursuant to Article 5.2.
- 7.4.** The deadline for filing an appeal to CAS shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party pursuant to Article 5.3.1. To be a valid filing under this Article, a copy of the appeal must also be filed on the same day with the other party/parties to the proceedings.
- 7.5.** In all appeals to CAS pursuant to this Article 7:
- 7.5.1.** CAS' Code of Sports-related Arbitration shall apply, save as amended below.
 - 7.5.2.** Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing de novo of the issues raised by the case. In all other cases, the appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.
 - 7.5.3.** The governing law shall be the laws of the State of Victoria, Australia.
 - 7.5.4.** The decision of CAS on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the CAS decision.

ARTICLE 8. PUBLIC DISCLOSURE AND CONFIDENTIALITY

- 8.1.** Save in exceptional circumstances where CA, acting reasonably, deems it necessary for the purposes of protecting the integrity of the sport and/or any of its Participants (for example in circumstances where there is significant damaging and/or incorrect media speculation), neither CA nor the ICC, or any other National Cricket Federation shall publicly identify any Participant who is being investigated or is alleged to have committed an offence under this Anti-Corruption Code unless and until he/she has been formally charged pursuant to Article 4.10, at which point it shall be entitled to publicly announce the name of the Participant charged and the offence with which he/she has been charged.
- 8.2.** Thereafter, CA will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the Participant involved in the case or his/her representatives or where otherwise necessary to preserve the public's confidence in the ability of CA, the ICC and/or the National Cricket Federations to fight corruption in the sport.
- 8.3.** Once the Anti-Corruption Tribunal has issued its decision pursuant to Articles 5.2.1 or 5.2.3 in respect of any charges brought under this Anti-Corruption Code:
- 8.3.1.** If the decision is that an offence has been committed: (a) the decision may, at the discretion of CA, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, CA may also publish details of such other parts of the proceedings before the Anti-Corruption Tribunal as CA thinks fit.
- 8.3.2.** If the decision exonerates the Participant, then the decision may be publicly reported only with the consent of the Participant. CA shall use reasonable efforts to obtain such consent, and (if consent is obtained), shall publicly disclose the decision in its entirety or in such redacted form as the Participant may approve.
- 8.4.** CA shall use its best endeavours to ensure that persons under its control do not publicly identify any Participant who is alleged to have committed an offence under this Anti-Corruption Code, other than in accordance with Articles 8.1 to 8.3. However, CA in its discretion may at any time disclose to other organisations such information as CA may consider necessary or appropriate to facilitate administration or enforcement of the Anti-Corruption Code, provided that each organisation provides assurance satisfactory to CA that the organisation will maintain all such information in confidence.

ARTICLE 9. RECOGNITION OF DECISIONS

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

ARTICLE 10. LIMITATION PERIODS

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

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

- 11.1.** This Anti-Corruption Code may be amended from time to time by CA, with such amendments coming into effect on the date specified by CA or, if no date is specified, on the date the amended Anti-Corruption Code is published on the official CA website.

11.2. The headings used for the various Articles of this Anti-Corruption Code are for the purpose of guidance only and shall not be deemed to be part of the substance of this Anti-Corruption Code or to inform or affect in any way the language of the provisions to which they refer.

11.3. This Anti-Corruption Code shall come into full force and effect on 4 October 2020 (the “**Effective Date**”). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor anti-corruption or other relevant rules of CA, nor shall it apply retrospectively to matters pending before the Effective Date; provided, however, that any case pending prior to the Effective Date, or brought after the Effective Date but based on acts or omissions that occurred before the Effective Date, shall be governed by the predecessor version of the Anti-Corruption Code that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.

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

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

APPENDIX 1 - DEFINITIONS

ACA. Australian Cricketers' Association.

Agreed Sanction. As defined in Article 5.2.

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

Bet. Any wager, bet or other form of speculation for consideration, and Betting is the carrying out of such activity, including pay to play fantasy leagues.

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

CA. Cricket Australia or its designee.

CA Anti-Corruption Code for Other Cricket Events. The CA Anti-Corruption Code for Other Cricket Events dated 27 February 2019.

CA's Chief Executive Officer. The person appointed by the CA board of directors from time to time to act as CA's Chief Executive Officer (or his/her designee).

CA General Counsel. The person holding that position at CA from time to time (including any person acting in that position).

CA's Head of Integrity and Security. The person holding that position at CA from time to time (including any person acting in that position).

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

Commission Counsel. An independent person appointed by CA to assist the Commissioners in the conduct of the Anti-Corruption Tribunal.

Commissioner. The independent person(s) appointed by CA from the Conduct Commission, to perform the functions assigned to the Commissioner under the CA Conduct Commission Terms of Reference.

Conduct Commission. The CA Conduct Commission established under the CA Conduct Commission Terms of Reference.

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. CA's Head of Integrity and Security and any designee/s duly authorised by him/her.

Director. A director or officer of CA, State or Territory Association (including a W/BBL Team) (or has held the role of director or officer of CA, State or Territory Association, including a W/BBL Team in the preceding twelve (12) months).

Domestic Match. Any cricket match:

- (a) played as part of the Australian men's domestic one-day competition;
- (b) played as part of the Australian men's domestic four-day competition;
- (c) played as part of the Australian domestic twenty20 competition (Big Bash League and Women's Big Bash League);
- (d) played by a State or Territory Association team or invitational representative Australian team against a touring international team in Australia or against any other team overseas;

- (e) played by a Big Bash League or WBBL team against a touring international team in Australia or against any team overseas;
- (f) played as part of the WNCL competition;
- (g) played as part of the Futures League competition;
- (h) played as part of the National Under 19 Male Championships;
- (i) played as part of the National Under 18 Female Championships;

and includes any other matches played under the jurisdiction or auspices or with the consent or approval of CA or a State or Territory Association unless captured as a Match or Tournament by the CA Anti-Corruption Code for Other Cricket Events.

Effective Date. As defined in Article 11.3.

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

ICC. The International Cricket Council or its designee.

ICC Events. Each of the following:

- (a) the ICC Cricket World Cup;
- (b) the ICC World Twenty20;
- (c) the ICC Champions Trophy;
- (d) the ICC World Cricket League Championship and League Divisions 2-8 (inclusive) and any regional qualifying events thereto;
- (e) the ICC Women's Cricket World Cup;
- (f) the ICC Under 19 Cricket World Cup;
- (g) the ICC World Cup Qualifying Tournament;
- (h) the ICC Women's Cricket World Cup Qualifying Tournament and any regional qualifying events thereto;
- (i) the ICC World Twenty20 Qualifying Tournament;
- (j) the ICC Under 19 Cricket World Cup Qualifying Tournament and any regional qualifying events thereto;
- (k) the ICC Intercontinental Cup and Shield; and
- (l) any other event organised or sanctioned by the ICC from time to time which the ICC deems it appropriate that the anti-corruption rules of the ICC should apply.

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

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

International Match. Each of the following (in men's and women's cricket):

- (a) any Test Match, One Day International Match or Twenty20 International Match;

- (b) any Match played as part of an ICC Event;
- (c) any International Tour Match; and
- (d) any other Match organised or sanctioned by the ICC from time to time to which the ICC deems it appropriate that the anti-corruption rules of the ICC should apply.

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

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

Match Referee. Any match referee who (a) is appointed (or who has been appointed in the preceding twelve (12) months) by CA or any other relevant party as the official match referee for any Matches, whether such Match Referee carries out his/her functions remotely or otherwise and/or (b) is contracted by CA to act as a match referee and/or (c) is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or any other anti-corruption rules of the ICC or any other National Cricket Federation..

Mobile Device(s). Any portable device (including, without limitation, a personal digital assistant (PDA), blackberry, mobile phone, tablet, iPhone, iPad or Smart Watch/Bracelet) which is capable of connecting to or using any mobile telecommunications technology to enable or facilitate transmission of textual material, data, voice, video or multimedia services.

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

Notice of Charge. As defined in Article 4.10.

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

Other Cricket Event. Any Match or Tournament as defined by the CA Code of Conduct for Other Cricket Events other than the Futures League Competition and WNCL Competition.

Participant. Any Director, Senior Manager, Match Referee, Player, Team Official, Pitch Curator, Player Agent, Umpire, Umpire Support Personnel.

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

Player. Any cricketer who

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

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

Proposed Sanction. As defined in Article 5.2.

Provisional Hearing. For purposes of Article 4.11, an expedited hearing before the Senior Commissioner (sitting alone) that provides the Participant with notice and an opportunity to be heard in either written or oral form on whether or not the Provisional Suspension imposed on him/her should be lifted.

Provisional Suspension. The Participant being temporarily barred from participating in the sport of cricket pending a determination of a charge that he/she has committed an offence under this Anti-Corruption Code, as set out more specifically in Article 4.11.

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

Senior Commissioner. The Senior Commissioner of the Conduct Commission.

Senior Manager. Any individual holding the role of CEO, Executive General Manager, General Manager or Head of Department with CA, a State or Territory Association or W/BBL Team (or has held the role of CEO, Executive General Manager, General Manager or Head of Department of CA, State or Territory Association, including a W/BBL Team in the preceding twelve (12) months).

Smart Watch/Bracelet. A Mobile Device with a touchscreen display, designed to be worn on the wrist capable of being connected to a Mobile Device or Wi-Fi network, and/or in any way capable of receiving communications.

State or Territory Association. Each of the six (6) member associations of CA, and NT Cricket and Cricket ACT, including for the avoidance of doubt, the W/BBL Teams.

Substantial Assistance. For purposes of Article 6.1.2.7, a Participant must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this Anti-Corruption Code and/or that the Designated Anti-Corruption Official reasonably considers may be helpful to it in its enforcement of the Anti-Corruption Code and equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate upon request by the Designated Anti-Corruption Official with the investigation and adjudication of any case related to that information, including, for example, presenting truthful testimony at a hearing if requested to do so by CA or other relevant body. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

Team. Any team that plays in a Match.

Team Official. Any coach, trainer, team manager, media manager, security manager, selector, official, doctor, physiotherapist, dietitian, fitness or other health related advisor, room attendant or any other person representing or otherwise affiliated to a Team or squad that is chosen to represent CA, a State or Territory Association or W/BBL Team in any Match or series of Matches (or who has been employed by, represented or been otherwise affiliated to a Team or squad that is chosen to represent CA, a State or Territory Association or W/BBL Team in the preceding twelve (12) months).

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

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

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

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

Wi-Fi. Means a facility allowing Mobile Devices or other devices to connect to the Internet or communicate with one another wirelessly within a particular area.

W/BBL Team. Each of the Women's Big Bash League teams and Big Bash League teams.