

## ITF DAVIS CUP REGULATIONS



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## **A. THE COMPETITION**

### **1. Title and format**

- 1.1 The Davis Cup, which is the ITF's Official Team Championship for men, aka 'Davis Cup, the World Cup of Tennis' is owned by the ITF and managed by the ITF and ITFL.
- 1.2 The Competition will be played in the following format:
  - 1.2.1 The Qualifiers, consisting of two knock-out rounds:
    - 1.2.1.1 Qualifiers 1<sup>st</sup> Round Ties consisting of 13 Home or Away Ties to be played between 26 Nations (selected in accordance with Regulation 22.1) to determine which 13 Nations advance to the Qualifiers 2<sup>nd</sup> Round Ties and which 13 Nations participate in World Group I; and
    - 1.2.1.2 Qualifiers 2<sup>nd</sup> Round Ties consisting of 7 Home or Away Ties to be played between 14 Nations (selected in accordance with Regulation 22.2.1) to determine which 7 Nations advance to the Finals; and
  - 1.2.2 The World Group I and World Group II Play-offs consisting of:
    - 1.2.2.1 World Group I Play-offs: one knock-out round of 13 Home or Away Ties to be played between 26 Nations (selected in accordance with Regulation 26.2), to determine which 13 Nations participate in World Group I and which 13 Nations participate in World Group II;
    - 1.2.2.2 World Group II Play-offs: one knock-out round of 13 Home or Away Ties to be played between 26 Nations (selected in accordance with Regulation 24.4.4), to determine which 13 Nations participate in World Group II and which 13 Nations participate in Regional Group III; and
  - 1.2.3 World Groups I and II: each consisting of one knock-out round of 13 Home or Away Ties to be played between 26 Nations (selected in accordance with Regulation 24.4.3 and 24.4.5).
  - 1.2.3 Regional Groups III, IV and V, each including Nations from different geographic zones (Group III from (i) Europe (ii) Africa, (iii) Americas, and Asia/Oceania, Group IV from (i) Europe/Africa, (ii) Americas, and (iii) Asia/Oceania and Group V from (i) Africa and (ii) Asia/Oceania), playing a round robin competition.
  - 1.2.4 The Finals, an event to be played by 8 Nations (selected in accordance with Regulation 25) at one venue over three straight knock-out rounds:

Quarter-Finals, Semi-Finals and Final, to determine the champion Nation.

## **2. Rules and Regulations**

- 2.1 The Competition will take place in accordance with the following (collectively, the **Rules and Regulations**): these Davis Cup Regulations, including the attached schedules (together, the **Regulations**), the ITF Constitution, the Rules of Tennis, the ITF Duties and Procedures for Officials, the Hosting Manual, the Commercial Letter(s), the Financial Letter, the Tennis Anti-Doping Programme, the Tennis Anti-Corruption Program, and any other rules, policies or documents issued by the ITF from time to time that apply according to their terms to the Competition, each as amended from time to time. Unless specified otherwise, the provisions in the Rules and Regulations apply to all levels of the Competition.
- 2.2 By submitting an entry and/or by participating in the Competition, a Nation and each of its Team Members is deemed to have agreed to be bound by and to comply with the Rules and Regulations and will be liable for the consequences set out in the Rules and Regulations in case of any breach. The ITF may require a Nation and/or its Team Members to sign and return a consent form specifically confirming such agreement, but the agreement is legally binding whether they do so or not.
- 2.3 Defined terms used in these Rules and Regulations (denoted by initial capital letters) have the meaning given to them in Schedule 1. In addition, Schedule 1 includes certain rules of interpretation to be used in interpreting and applying the Rules and Regulations.
- 2.4 The Regulations may be altered as specified in the ITF Constitution. The expectation is that they will be altered at least annually so that a new and bespoke version applies for each new edition of the Davis Cup competition. Consequently, no Nation or other person acquires any accrued or vested rights under these Regulations, or any legitimate expectation, in relation to future editions of the Davis Cup competition.

## **3. Personal data**

- 3.1 All personal data submitted by Nations and/or Team Members will be processed in accordance with applicable data protection laws. Nations and Team Members acknowledge and agree that personal data is processed by the ITF for the purposes of administering the Davis Cup competition, enforcing the Rules and Regulations, maintaining the integrity of the sport and as further set out in the applicable ITF privacy notice(s) available on the ITF website at: [www.itftennis.com/en/about-us/privacy-notices](http://www.itftennis.com/en/about-us/privacy-notices)

## **B. MANAGEMENT OF THE COMPETITION**

### **4. The Board**

- 4.1 The Competition will be managed by the Board and/or its delegate(s).
- 4.2 The powers and duties of the Board in respect of the Competition include the following:
  - 4.2.1 to take such steps as are necessary (including intervening in the organisation of any Tie or Event) to protect the best interests of the Competition;
  - 4.2.2 to refuse or revoke the entry of any Nation in the Competition in accordance with Regulation 15.2;
  - 4.2.3 to determine that Ties may not be hosted by a Nation for a specified period where in the Board's opinion that Nation is unable to conduct a Tie in the manner required to maintain the integrity of the Competition and/or the safety of the participants, spectators, and/or personnel, or otherwise in accordance with its obligations under the Rules and Regulations;
  - 4.2.4 to decide disputes arising in connection with all financial matters;
  - 4.2.5 to decide the scale of Player Prize Money (in agreement with the Event Committee) and Participation Payments to Nations, based on decisions taken at an Annual General Meeting;
  - 4.2.6 to appoint a Tournament Director for the Finals (unless the Board has appointed an Event Committee, in which case the Event Committee will appoint the Tournament Director for the Finals);
  - 4.2.7 to license or assign Commercial Rights to third parties;
  - 4.2.8 to register in the name of the ITF any trademarks in connection with the Davis Cup competition and to protect such trademarks; and
  - 4.2.9 to exercise any other powers and fulfil any other duties assigned to the Board in the Rules and Regulations.
- 4.3 Subject to Regulation 15.2, all decisions of the Board in respect of the Competition will be made in accordance with the quorum and majority requirements specified in the ITF Constitution.

### **5. The Davis Cup Committee**

- 5.1 The Board will appoint a Davis Cup Committee, in accordance with the ITF Constitution and the committee's terms of reference. Each member of the Davis Cup Committee must be from a different Nation (except that one member could

be from the Nation that the ITF President comes from), which Nation must have played in the Davis Cup competition in at least 10 separate years.

5.2 The powers and duties of the Davis Cup Committee will be to:

5.2.1 manage the Competition as delegated by the Board;

5.2.2 where requested or appropriate, report to the Board and/or Finance Committee on matters relating to the administration of the Competition;

5.2.3 report to the Board and/or Finance Committee on all Competition financial matters related to the Finals, Qualifiers and World Group I and below;

5.2.4 request further details of the income and expenditure set out in a participating nation's Statement of Account; and

5.2.5 to exercise any other powers and fulfil any other duties assigned to it by the Board or in the Rules and Regulations.

## **6. Executive Director**

6.1 The ITF will appoint an Executive Director for the Competition who will:

6.1.1 implement and enforce the decisions relating to the Competition rendered by the Board, the Davis Cup Committee, the ITF Internal Adjudication Panel (IAP), the Independent Tribunal, and the CAS;

6.1.2 co-ordinate the arrangements for the Competition;

6.1.3 liaise with and advise the Event Committee and the Tournament Director regarding the proper organisation of the Finals; and

6.1.4 be the representative of the Board for the purposes of any correspondence or notices required under the Rules and Regulations.

## **7. Finals Organiser**

7.1 The Board may appoint a third party organiser to take on some or all of the Board's responsibilities in relation to the event organisation of the Finals.

## **8. The Event Committee**

8.1 An Event Committee will be established by the Board to oversee the strategic direction of the Finals, and to manage the relationship between the ITF and any Finals Organiser.

8.2 The Event Committee will be made up of two ITF and two ATP representatives.

## 9. Tournament Director

9.1 The Board, or the Event Committee, will appoint a Tournament Director for the Finals who will:

9.1.1 attend the Finals; and

9.1.2 liaise with the Davis Cup Committee and the Executive Director regarding the Finals.

## C. PERSONNEL

### 10. Appointment of Officials

10.1 Officials will be appointed in accordance with the following table at least 21 days before the first match in the Tie or Event in question:

<b>Position</b>	<b>Minimum number to be appointed</b>	<b>Appointing body</b>	<b>Qualifications required (if applicable)</b>
<b>Finals</b>			
<b>Referee</b>	2	DCC	ITF Certified Official Gold badge
<b>Neutral Chair Umpire</b>	4	DCC	ITF Certified Official Silver badge or higher
<b>Chief Umpire</b>	1	Finals Host <u>Nation</u> (approved by ITF)	ITF Certified Official Silver badge or higher
<b>Chief Umpire (if <u>Live ELC</u> is in use)</b>	0 or 1 (optional)	Finals Host <u>Nation</u> (approved by ITF)	ITF Certified Official White badge or higher
<b>Line Umpires</b>	Reasonable number depending on number of courts and sessions	Finals Host <u>Nation</u> (approved by ITF)	Experience at international-level events

	(and 7 if Live ELC is in use)		
<b>Review Official (if <u>Review</u> or <u>Live ELC</u> is in use)</b>	1 if <u>Review ELC</u> is in use. 2 if <u>Live ELC</u> is in use.	DCC	ITF Certified Official Review Official certification
<b>Qualifiers</b>			
<b>Referee</b>	1	DCC	ITF Certified Official Silver badge or higher
<b>Neutral Chair Umpire</b>	2	DCC	ITF Certified Official Silver badge or higher
<b>Chief Umpire</b>	1	Home Nation (approved by ITF)	ITF Certified Official Silver badge or higher
<b>Chief Umpire (if <u>Live ELC</u> is in use)</b>	0 or 1 (optional)	Home Nation (approved by ITF)	ITF Certified Official White badge or higher
<b>Line Umpires</b>	20	Home Nation (approved by ITF)	Experience at international-level events
<b>Review Official (if <u>Review</u> or <u>Live ELC</u> is in use)</b>	1 if <u>Review ELC</u> is in use. 2 if <u>Live ELC</u> is in use.	DCC	ITF Certified Official Review Official certification
<b>World Groups I and II and World Group I and II Play-offs</b>			
<b>Referee</b>	1	DCC	ITF Certified Official Silver badge or higher
<b>Neutral Chair Umpire</b>	2	DCC	ITF Certified Official Bronze badge or higher

<b>Chief Umpire</b>	1	Home Nation (approved by ITF)	ITF Certified Official White badge or higher
<b>Line Umpires</b>	16	Home Nation (approved by ITF)	Experience at international-level events
<b>Review Official (if <u>Review</u> or <u>Live ELC</u> is in use)</b>	<u>1 if Review ELC is in use.</u>  <u>2 if Live ELC is in use.</u>	DCC	ITF Certified Official Review Official certification
<b>Regional Groups</b>			
<b>Referee</b>	1	ITF	ITF Certified Official Silver badge or higher
<b>Assistant Referee</b>	Depending on number of participating nations and courts	ITF	ITF Certified Official White badge or higher
<b>Chair Umpire</b>	Reasonable number depending on number of participating nations and courts	ITF	ITF Certified Official White badge or higher
<b>Chief Umpire</b>	1	Host Nation (approved by ITF)	ITF Certified Official White badge or higher
<b>Line Umpires</b>	Reasonable number depending on number of participating nations and courts	Host Nation (approved by ITF)	Experience at national- level events

- 10.2 All Officials nominated by a Home/Host Nation are subject to the approval of the ITF, whose decision will be final.
- 10.3 Home/Host Nations that are unable to comply with the requirements of Regulation 10.1 must contact the ITF for advice and direction as soon as practicable, but in any event at least five weeks before the first match in the Tie/Event in question.
- 10.4 In addition to any duties set out in these Regulations, the duties of Officials are set out in the ITF Duties and Procedures for Officials.
- 10.5 If any Nation wishes to use an Electronic Line Calling System (either Review ELC or Live ELC) at a Tie or Event where Electronic Line Calling is not provided by the ITF, they must obtain the ITF's permission and comply with any requirements set out in the Hosting Manual in relation to the use of Electronic Line Calling.

## **11. Appointment of Tie/Event personnel**

- 11.1 The ITF will appoint an ITF Event Manager to assist with the operational management in the lead-up to each Tie/Event. The ITF will decide whether or not it is necessary for the appointed ITF Event Manager to attend a Tie/Event in person.
- 11.2 For the Finals, with the exception of the Referees, Neutral Chair Umpires and Review Officials, the Host will appoint all the Event personnel, unless agreed otherwise by the ITF.

For Qualifiers, World Groups I and II, and World Groups I and II Play-off Ties, the Home Nation must appoint (at a minimum) the following personnel to attend its Tie by the applicable deadline set out in the table below:

<b>Tie personnel</b>	<b><u>Available from</u></b>	<b>Language requirements</b>
<b>Official Organiser</b>	No later than the Questionnaire Deadline	Fluent in English
<b>Security Officer</b>	No later than the Questionnaire Deadline	n/a
<b>Visiting Nation Team Host</b>	No later than one week prior to the arrival of the first member of the Visiting Nation at the Tie venue	Highly proficient in spoken English or the language of the Visiting Nation
<b>Independent Doctor</b>	No later than one week prior to the first day of play in the Tie	Proficient in spoken English
<b>Chief of Ball Persons</b>	To be decided by the Home Nation	n/a

<b>Reasonable number of Ball Persons (depending on the number of courts and sessions)</b>	To be decided by the Home Nation	n/a
<b>Media Manager</b>	No later than two weeks prior to the first day of play in the Tie	Highly proficient in written and spoken English
<b>Racquet stringers</b>	Must be operational from the first day of <u>practice</u>	n/a

11.3 For Regional Group Events, the Host Nation must appoint (at a minimum) the following Event personnel to attend its Event by the applicable deadline set out in the table below:

<b>Tie personnel</b>	<b><u>Available from</u></b>	<b>Language requirements</b>
<b>Official Organiser</b>	No later than 10 days after the DCC appoints the Host Nation	Fluent in English
<b>Security Officer</b>	No later than 10 days after the DCC appoints the Host Nation	n/a
<b>Independent Doctor (although they may be on-call only)</b>	No later than the first day of play in the Event	Proficient in spoken English
<b>Sports Physiotherapist</b>	No later than two days prior to the first day of play in the Event	Proficient in spoken English
<b>Chief of Ball Persons</b>	<u>No later than 10 days after the Davis Cup Committee appoints the Host Nation</u>	n/a
<b>Reasonable number of Ball Persons (depending on the number of courts and sessions)</b>	No later than the first day of play in the Event	n/a
<b>Media Manager</b>	At least four days prior to the first day of play in the Event.	n/a
<b>Racquet stringer</b>	Must be operational from the first day of <u>practice</u>	n/a

## **12. Powers and duties of different Officials/personnel**

### **12.1 Referee**

12.1.1 The Referee is the on-site representative of the ITF.

12.1.2 The Referee's duties include:

- 12.1.2.1 arriving on site at the Tie/Event venue no later than the day specified by the ITF;
- 12.1.2.2 inspecting the match court and practice courts where necessary;
- 12.1.2.3 convening a Captains' Meeting in accordance with Regulation 46;
- 12.1.2.4 ensuring that all playing arrangements for the Tie/Event are satisfactory;
- 12.1.2.5 ensuring that the programme of play is arranged in accordance with Regulation 52, and if necessary changing the time for the start of play;
- 12.1.2.6 ensuring that Chair Umpires and Line Umpires have been appointed, and (if necessary) appointing substitutes for any umpires during the course of a match;
- 12.1.2.7 ensuring the uniform administration of the Rules and Regulations on site;
- 12.1.2.8 deciding any disputes or questions of interpretation that arise on site in relation to the Rules and Regulations;
- 12.1.2.9 deciding whether to stop or postpone a match or to transfer it indoors or to another surface due to the state of the courts, bad weather, darkness, or other factor, and, if the match is stopped or postponed, deciding if and when play should resume;
- 12.1.2.10 enforcing (or instructing a Chair Umpire to enforce) the Code of Conduct (for example, ensuring that all Team Members comply with rules on dress and equipment; ensuring that any disturbance or interference with play is addressed appropriately);
- 12.1.2.11 ensuring that changes to Player selections (including on health grounds) are made in accordance with Regulation 43;

- 12.1.2.12 changing the decision of a Line Umpire or Chair Umpire, or ordering a point to be replayed, when a very clearly incorrect factual decision has been made. (The Referee only has this authority when there is a non-neutral Chair Umpire officiating and the Referee is sitting on court. The intention is to give the Referee power to correct very clear mistakes, not to become a second Chair Umpire);
- 12.1.2.13 ensuring that only the on-court Officials and the nominated Players/Captain of each Nation are present for any on-court Opening, Team Presentation and Closing Ceremony; and
- 12.1.2.14 after the Tie, submitting a report of the Tie to the ITF for distribution to the two Nations that played in the Tie.

12.1.3 The Referee's powers include the following:

- 12.1.3.1 Subject to Regulation 77.2, the Referee will have the following powers in relation to misconduct by a Team Member on site before, during, and/or after a Tie:
  - a) In the case of the Captain, the Referee may give a formal warning. On or after issuing a second formal warning, the Referee may remove the Captain from his duties for the match and/or for any or all of the remaining matches of that Tie or Event (in which case the Captain may be replaced only by one of his Nation's nominated Players). Where warranted, the Referee may remove the Captain without a formal warning for a single incident of misconduct.
  - b) In the case of any Team Member (including a Captain), the Referee may order that the Team Member (i) have his accreditation revoked, (ii) be removed from the Tie/Event venue, and/or (iii) be denied access to the Tie/Event venue for a specified period of time (including for the remainder of the Tie or Event). Prior to doing so, the Referee must use best efforts to obtain the approval of the Executive Director.
  - c) In addition to the above consequences, the Captain/Team Member is subject to the applicable provisions and penalties in the Code of Conduct.
- 12.1.3.2 The Referee may also make a recommendation to the ITF IAP that the Captain be disqualified from acting in that capacity, and/or as a Player, in subsequent Ties in the

Competition, and/or in subsequent editions of the Davis Cup competition.

- 12.1.3.3 Prior to or during a Tie, the Referee may (in his absolute discretion) call off a match, Tie and/or Event in accordance with Regulation 31 and may (in consultation with the ITF) call off a Tie and/or Event in accordance with Regulation 61.

12.1.4 All decisions of the Referee are final.

## 12.2 ***ITF Event Manager***

12.2.1 The ITF Event Manager is responsible, in conjunction with the Referee (where relevant), for overseeing the day-to-day operational running of the Tie or Event (excluding the Finals) in the lead-up to and on site at the Tie/Event, to verify that it is carried out in accordance with these Regulations, the Hosting Manual and Commercial Letter.

12.2.2 For the Finals, the ITF event staff are responsible, in conjunction with the Referee, for overseeing the running of the Event in the lead-up to and on site at the Event, to verify that all arrangements are carried out in accordance with these Regulations.

## 12.3 ***Official Organiser***

12.3.1 The Official Organiser must arrive on site on the same day (or earlier) as the Referee, ITF Event Manager or their designate (whichever is the earliest to arrive) and remain on site for the duration of the Tie.

12.3.2 The Official Organiser is responsible for:

- 12.3.2.1 the organisation and administration of the venue where the Tie/Event is to be played;
- 12.3.2.2 ensuring that the instructions of the Referee and/or ITF Event Manager are carried out;
- 12.3.2.3 liaising with the Title Partner and Global Partners to ensure that all applicable commercial requirements are properly addressed;
- 12.3.2.4 liaising with the Security Officer in relation to the security arrangements for the Tie/Event; and
- 12.3.2.5 liaising with the Referee and ITF Event Manager on site to ensure the smooth running of the Tie/Event.

12.3.3 The Official Organiser cannot be a Team Member of a team competing in the Tie/Event that they are organising.

## 12.4 ***Security Officer***

12.4.1 The Security Officer is responsible for:

- 12.4.1.1 the formulation, administration and implementation of a security plan for the Tie/Event and all events and other sites associated with the Tie/Event;
- 12.4.1.2 meeting the requirements of any Security Guidelines issued by the ITF or the Davis Cup Committee from time to time;
- 12.4.1.3 ensuring that the organisation of the Tie/Event complies with all local laws, regulations and guidelines concerning the health, safety, security and welfare of all persons participating in and/or attending the Tie/Event; and
- 12.4.1.4 liaising with any relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security of all participants and spectators and other attendees in the location of the Tie/Event.

12.4.2 The Security Officer may delegate any of the above duties to other suitably qualified persons, provided that the ITF is notified of such delegation.

## 12.5 ***Media Manager***

12.5.1 For the duration of the Tie, the Media Manager must operate from the media room and be available to answer any media queries (including overseas phone calls) relating to the Tie/Event.

## 12.6 ***Visiting Nation Team Host***

12.6.1 The Visiting Nation Team Host is responsible for assisting the Visiting Nation as necessary during the Tie/Event.

## **D. ENTERING THE COMPETITION**

### **13 Eligibility of Nations**

#### **13.1 *General requirements***

13.1.1 Subject to Regulation 13.1.2, the Competition is open only to National Associations that are Class B Members of the ITF (as defined in the ITF Constitution).

13.1.2 The Board has granted a dispensation from Regulation 13.1.1 to the regional groups listed below, each of which may compete in the Competition as if it were a Nation:

13.1.2.1 Pacific Oceania (including Players eligible for a Nation that is i) a Class C Member of the ITF and ii) a recognised member nation of the Oceania Tennis Federation, but excluding players from Australia and New Zealand and any other Class B Nation); and

13.2.1.1 The Organisation of Eastern Caribbean States (OECS), including (for purposes of this Regulation) the Commonwealth of Dominica, Grenada, Montserrat, St. Kitts and Nevis, St Vincent and The Grenadines, British Virgin Islands, Anguilla and Martinique.

13.1.3 If a Nation that was previously part of one of the regional groups listed at Regulation 13.1.2 acquires Class B status, a Player or Captain eligible for that new Class B Nation shall only be eligible to represent the new Class B Nation in the Competition (and not the regional group that they were previously eligible to represent).

13.1.4 If Regulation 13.1.3 applies, then a Player or Captain's previous representation of the regional group shall not constitute previous representation of another Nation for the purposes of Regulation 14.1.1.

## 13.2 Eligible Nations that cease to exist

13.2.1 If the country or territory of a Nation that would otherwise have been eligible to participate in any part of the Competition is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, or otherwise ceases to exist, the Davis Cup Committee will select another Nation to take the original Nation's place from:

13.2.1.1 the newly created Nation(s) (if any); or

13.2.1.2 the Nation(s) that would be selected as replacement Nations following the criteria set out under Regulation 18 if the original Nation is treated as a 'withdrawing' Nation (i.e. the replacement Nation will be selected based on the level of the Competition in which the original Nation would have been eligible to compete in, and the time at which the original Nation ceases to exist).

13.2.2 The Davis Cup Committee may make any necessary consequential amendments to the composition of the World Groups I and II and Regional Groups.

13.2.3 Any newly created Nation that is eligible and enters the Competition but is not selected as the replacement for the original Nation will play in the lowest Group in its Region.

13.2.4 When a country divides into two or more countries or territories or is absorbed in whole or in part by another country or territory, or otherwise ceases to exist, the Davis Cup Committee shall decide which nation(s) (if any) is entitled to inherit the historical Davis Cup records for that country that ceases to exist.

## **14 Eligibility of Players and Captains**

### **14.1 *General requirements***

14.1.1 To be eligible to represent a Nation in the Competition, a Player/Captain must:

14.1.1.1 be male (if a Player);

14.1.1.2 have reached his 14th birthday by the first day of the Tie (for Qualifiers, World Groups I and II and Play-off Ties) or the Monday of the week of the Event (for the Finals and Regional Group Events);

14.1.1.3 be in good standing with his National Association, meaning that:

(a) he is free from a suspension for breach of a code of conduct or other disciplinary regulations, imposed by (i) his National Association, (ii) the ITF, or (iii) by another relevant organisation enforcing a code of conduct that the ITF considers is relevant to his Good Standing;

(b) he does not have fines of \$500 or more owing to the ITF, having been afforded sufficient time to pay the fine(s);

(c) both he and the National Association accept that he is under the National Association's jurisdiction while participating in Ties/Events for which it has nominated him;

(d) he makes himself available for selection for Official Team Championships and the Olympic Tennis Event;

(e) he respects the spirit of fair play and non-violence at all times; and

- (a) he agrees to be bound by and to comply with the Rules and Regulations, including agreeing to submit to Anti-Doping testing in accordance with the Tennis Anti-Doping Programme and the conditions of entry, including any code of conduct adopted for the Tie/Event and the terms and conditions contained in the IPIN registration system (where an IPIN is held);
- (f) agrees to undergo any medical control and/or other tests which are in operation at any event which he enters;
- (g) Has not been convicted by a competent court of a country of an offence:
  - i. In respect of which an unsuspended sentence of at least 12 months was imposed; or
  - ii. Which involved any act or omission which would reasonably be considered to compromise the integrity of tennis, his National Association, the ITF and/or the safety of those taking part in and/or attending a Tie or Event; and
- (h) Has not otherwise engaged in conduct which brings his National Association and/or the ITF into disrepute.

(defined collectively as the **Good Standing Criteria**).

14.1.1.4 not have represented any other Nation in previous editions of the Davis Cup competition (other than the Junior Davis Cup) or in the Olympic Tennis Event. He shall be deemed to have represented another Nation in a previous edition of the Davis Cup competition if that Nation previously nominated him as its captain or as one of its players:

- (a) for the Finals (whether group stage or knock-out): at midday (local time at the Event) on the day before the first round robin match;
- (b) for all other Events in the Competition: at the time of a draw for any Tie/Event in the Competition.

14.1.1.5 satisfy one of the following conditions in relation to the country/territory of the Nation that he wishes to represent:

- (a) he is a citizen of that nation, currently holds a valid passport of that nation, and has held a passport of that nation for a minimum of two years (24 months) in the past five years;
- (b) he is a citizen of that nation, but (in circumstances where that nation does not issue its own passport) currently holds a valid qualifying passport (issued on behalf of that nation) and has held a qualifying passport (issued by or on behalf of that nation) for a minimum of two years (24 months) in the past five years which confirms the player's place of birth as that nation; or
- (c) after a consecutive period of five years (60 months) of residence in that nation, he can provide a genuine reason for being unable to hold or make an application to hold a current valid passport where:
  - i. he was born, or has a parent or grandparent who was born in that nation; or
  - ii. he has obtained or procured the right to remain permanently or has been granted humanitarian protection in that nation.

14.1.2 With regards to the Good Standing requirement at 14.1.1.3:

- 14.1.2.1 A National Association shall make an initial determination of whether a player meets the Good Standing Criteria (an 'NA Determination');
- 14.1.2.2 An NA Determination can only be reviewed where:
  - (a) It relates only to Good Standing Criteria (a), (h) or (i);
  - (b) The player/captain has exhausted any internal National Association appeal mechanisms (if the review is sought by the player/captain); and
  - (c) The request for a review is lodged no later than 21 days after the party requesting the review receives notice of a final NA Determination;
- 14.1.2.3 A review by a player/captain or the ITF of an NA Determination shall be heard by the IAP.
- 14.1.2.4 The IAP may set aside the NA Determination only where it would be unreasonable in all the circumstances to deny or

allow (as applicable) the player/captain eligibility to represent their nation, including but not limited to:

- (a) Where the NA Determination was so unreasonable as to be manifestly excessive or manifestly prejudicial to the player/captain;
- (b) Whether the proceedings that resulted in the NA Determination were procedurally unfair or contrary to natural justice, having regard to all the circumstances; or
- (c) Where the reputation of the competition or the ITF would suffer serious prejudice if the player/captain were to participate.

14.1.2.5 Any decision of the IAP made in relation to an NA Determination shall be final and binding. For the avoidance of doubt, the IAP shall not act as a further appeal body for, nor have any powers to dismiss or modify any disciplinary suspension or sanction that falls within Good Standing Criteria (a), and appeals against any such decision shall be handled in accordance with the procedural rules applicable to that decision.

14.1.3 It is strongly recommended that Captains have a coaching qualification that is recognised by the National Association concerned.

14. It is recommended that a Player has a WTN (if they do not have an ATP or ITF Ranking).

#### 14.2 ***Application for special exemption if Player/Captain not otherwise eligible***

14.2.1 If a Player/Captain is not eligible pursuant to Regulation 14, a National Association may apply to the ITF IAP for permission to nominate him on the basis of the full circumstances of their case. An application for exemption from the requirements in Regulation 14.1.1.4 or 14.1.1.5 must demonstrate that the Player/Captain has a sufficient, genuine connection and commitment to life and tennis in the nation that they wish to represent. The complete application and all supporting materials must be received by the ITF at least three months prior to the Tie/Event for which the Nation wishes to nominate the Player/Captain.

#### 14.3 ***Players/Captains eligible to represent more than one Nation***

14.3.1 If:

14.3.1.1 a Player/Captain is, or may be, eligible under Regulation 14 to represent more than one Nation, and one of those Nations wishes to nominate him to represent it at a Tie/Event; or

14.3.1.2 a Nation applies for a special exemption for a Player/Captain under Regulation 14.2 and that Player/Captain is, or may be, eligible to represent another Nation(s);

the Nation wishing to nominate the Player/Captain must submit the nomination/application to the ITF no later than three months prior to the Tie/Event for which they wish to nominate the Player/Captain. The ITF will notify the other Nation(s) concerned, which will have 15 days from receipt to comment, should it wish to do so.

14.3.2 If a Player/Captain is nominated without an application being made for a special exemption under Regulation 14.2, the ITF Executive will decide on the eligibility of the Player/Captain having taken into account all relevant matters. The decision of the ITF Executive may be appealed to the ITF IAP, which will consider the matter as an appeal in accordance with its Procedural Rules. The appeal must (i) be made in writing, (ii) detail the basis of the appeal, and (iii) be filed with the ITF IAP within 14 days of notification of the decision of the ITF Executive. There is no right to appeal or challenge the ITF IAP's decision.

14.3.3 If an application for special exemption is made under Regulation 14.2, the ITF IAP will decide on the application having taken into account all relevant matters.

14.3.4 In exceptional circumstances, the other Nation(s) concerned may not be notified before the Player/Captain's eligibility is considered by the ITF Executive or the ITF IAP. In such circumstances, the ITF Executive or ITF IAP shall reach a provisional view under Regulation 14.3.2 or 14.3.3 respectively, subject to any subsequent comments received from the other Nation(s). If the provisional view is to approve the eligibility of the Player/Captain to represent the nominating/applying Nation, and the Nation wishes to proceed with the nomination and/or application, the other Nation(s) concerned will then be notified of the nomination/application that has been received by the ITF and will have 15 days from receipt to comment should it wish to do so. The ITF Executive or ITF IAP will then reach its decision having considered any comments from the other Nation(s) concerned, in accordance with Regulation 14.3.2 or 14.3.3 above.

#### 14.4 ***Eligibility of Players/Captains where Nation is divided or absorbed***

14.4.1 Notwithstanding Regulation 14.1.1.4:

14.4.1.1 If a Player/Captain has represented or has been eligible to represent a Nation, and the country or territory of that Nation is subsequently divided into two or more countries or territories represented by different Nations, the Player/Captain will be required to submit to the ITF IAP, proof of residence and/or proof of familial connection to the Nation that he wishes to represent in the Competition (being of the two or more new countries or territories). The IAP shall determine, to its reasonable satisfaction, whether the Player/Captain has demonstrated a genuine connection to his nominated nation to determine him eligible to compete for that nation in the Competition.

14.4.1.2 If a Player/Captain has represented or has been eligible to represent a Nation, and the country or territory of that Nation is absorbed in whole or in part by the country or territory of another Nation, he will immediately be eligible to represent that other Nation.

14.4.2 Once a Player/Captain is determined eligible under Regulation 14.4.1 (or its comparable predecessor) to represent a newly formed nation, and then plays for that newly formed nation, any subsequent application to represent a Nation must be made under Regulation 14.2.

#### 14.5 ***Request for evidence of eligibility***

14.5.1 A Nation must only select Players and a Captain who are eligible to represent it in the Competition. Upon request by the ITF, a Nation must produce evidence to show that a Player/Captain is eligible to represent it.

#### 14.6 ***No right to participate***

14.6.1 No person is entitled as of right to participate in the Competition, even if they are otherwise eligible to do so. Notwithstanding any other provision in the Regulations, the ITF has the absolute right to refuse a Nation's nomination of any Player and/or Captain, and to refuse to permit any of the Nation's other Team Members to participate in the Competition. The ITF may exercise that right as it sees fit, with or without providing reasons.

### **15 Entries**

15.1 To participate in the Competition, an eligible Nation must submit an entry form by no later than the Entry Deadline and pay the applicable entry fee set out in the relevant Financial Letter by the deadline specified by the ITF.

15.2 The entry of any Nation may be refused or revoked by the Members at an Annual General Meeting if in the opinion of at least three-quarters of those

Members present and voting at the Annual General Meeting the participation of said Nation may result in the Competition being brought into disrepute. If, due to timing, the Members are unable to consider any issue relating to the refusal or revocation of a Nation's entry at the Annual General Meeting, the powers conferred on the Members under this Regulation may be exercised by the Board, provided that at least nine members of the Board are present at the relevant meeting and at least two-thirds of those present and voting cast their vote in favour of the refusal or revocation.

## **16 Insurance policies required of all Nations**

- 16.1 As a condition of entry in the Competition, each Nation must take out and maintain at its own expense:
- 16.1.1 suitable travel, medical, and personal accident (including repatriation) insurance for each of its Team Members covering the period of their travel to/from and participation in the Competition; and
  - 16.1.2 Insurance policies on such terms and against such risks as are normally insured against by organisations which stage sports events that are similar or equivalent to the Tie(s) and/or Event(s) hosted by that Nation, including suitable event cancellation and abandonment insurance covering all reasonably known financial risks arising from the rescheduling, cancellation and/or abandonment in whole or in part of a match, Tie and/or Event due to force majeure.
- 16.2 Upon request by the ITF, the Nation must provide a copy of the above insurance policies to the ITF.

## **E. ABSENCES FROM THE COMPETITION**

### **17 Withdrawals**

- 17.1 A Nation may not withdraw from the Competition after its entry is accepted by the ITF. A withdrawal shall include where a Nation notifies the ITF that it does not intend to compete in a Tie/Event.

### **18 Replacements in the Competition**

- 18.1 If an eligible Nation:
- 18.1.1 does not enter the Competition;
  - 18.1.2 withdraws from the Competition, is determined to be in a different level of the Competition than the Qualifiers, or is determined to be ineligible to participate in the Competition prior to the Qualifiers Draw or World Group I or II Play-offs Draw (in the case of any Nation that would otherwise have participated in the Qualifiers, or the Play-offs respectively, or is already qualified for the Finals); or

18.1.3 withdraws from the Competition, is determined to be participating in a different level of the Competition than it would otherwise have been eligible for, or is determined to be ineligible to participate in the Competition prior to the scheduled final day of the Qualifiers 1<sup>st</sup> Round or World Group I or II Play-offs (in the case of any Nation not participating in the Qualifiers 1<sup>st</sup> Round, or the Play-offs respectively, or is already qualified for the Finals);

then the Davis Cup Committee (or, if the relevant Nation is a Wild Card, the Event Committee) will select another Nation to take its place according to the table below (depending on the level of the Competition in which the non-entering/withdrawing Nation was going to participate):

<b>Relevant Nation</b>	<b>Replacement Nation to be selected from:</b>
Qualifiers	<p>a) If the relevant Nation was seeded, it will be replaced by the highest ranked Nation from the 13 unseeded Nations competing in the Qualifiers, using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw, and that previously unseeded Nation will then be replaced by the highest ranked Nation that lost its World Group I Tie in the previous edition of the Competition using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.</p> <p>b) If the relevant Nation was not seeded it will be replaced by the highest ranked Nation that lost its World Group I tie in the previous edition of the Competition using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.</p>
Wild Card	<u>Event Committee discretion from any Nation that meets the criteria set out at Regulation 21.1.</u>
World Groups I and II and Play-offs	Davis Cup Committee discretion
Regional Groups	Withdrawals from Regional Groups will be dealt in accordance with the provisions on the composition of Regional Groups in Regulation 25.4.

18.2 If a Nation withdraws from the Competition, is determined to be participating in a different level of the Competition than it would otherwise have been eligible for, or is determined to be ineligible to participate in the Competition after the applicable deadline in Regulation 18.1, then the Davis Cup Committee (or, if the relevant Nation is a Wild Card, the Event Committee) will determine the replacement Nation (if any) in accordance with the table below, unless the

Davis Cup Committee (or the Event Committee) determines that it is not practicable to fill that place:

<b>Time</b>	<b>Replacement Nation (if any):</b>
<b>Qualifiers Nations (excluding Wild Cards)</b>	
After the Qualifiers Draw, but prior to the Qualifiers 1 <sup>st</sup> Round	Davis Cup Committee discretion
After the Qualifiers 1 <sup>st</sup> Round, but prior to the Qualifiers 2 <sup>nd</sup> Round	Davis Cup Committee discretion
During the Qualifiers 1 <sup>st</sup> Round or Qualifiers 2 <sup>nd</sup> Round	The relevant Nation will not be replaced. It will be defaulted and any Tie it was scheduled to play will count as a straight loss. See also Regulation 63.
<b>Finals Nations (excluding Wild Cards)</b>	
After the Qualifiers 2 <sup>nd</sup> Round, but prior to the Finals	Davis Cup Committee discretion
During the Finals	The relevant Nation will not be replaced. It will be defaulted and any Tie it was scheduled to play will count as a straight loss. See also Regulation 63.
<b>Wild Cards</b>	
After the Qualifiers Draw or the Qualifiers 1 <sup>st</sup> Round, but prior to the Qualifiers 2 <sup>nd</sup> Round	<u>Event Committee discretion from any Nation entered in the Competition, provided that it meets the Wild Card criteria set out at Regulation 21.1.</u>
During the Finals or Qualifiers 2 <sup>nd</sup> Round	The relevant Nation will not be replaced. It will be defaulted and each remaining Tie will count as a straight loss. See also Regulation 63.
After the Qualifiers 2 <sup>nd</sup> Round, but prior to the Finals	<u>Event Committee discretion</u>
<b>World Group I and II Play-offs</b>	

After the World Group I and II Play-off Draws	Davis Cup Committee discretion
<b>World Group I and II</b>	
After the World Group I and II Draws	Davis Cup Committee discretion
<b>Regional Groups</b>	
After the World Group I and II Draws	No replacement

- 18.3 When the Davis Cup Committee has discretion under Regulation 18.1 or 18.2 about a replacement Nation, it will take into account all relevant factors, including (but not limited to) the timing of the replacement, the most recent Nations Rankings, results of most recent rounds, ensuring the replacement does not compromise the format of the Competition, and any other relevant factor.
- 18.4 If the Davis Cup Committee decides pursuant to Regulation 18.2 to replace a Nation that withdraws from the Qualifiers 2<sup>nd</sup> Round after the Qualifiers 1<sup>st</sup> Round but prior to the Qualifiers 2<sup>nd</sup> Round, the place in a Tie that the replacement Nation was scheduled to play may be filled by the Davis Cup Committee, if it considers such replacement practicable, taking into account all relevant facts, including (but not limited to) the timing of the withdrawal, the cost implications, and repercussions for the Nation that would have been playing the replacement Nation.
- 18.5 If the withdrawing Nation would (but for its withdrawal) have been the Home Nation in a Home or Away Tie, the Davis Cup Committee has discretion to determine which Nation will be designated as the Home Nation for that Tie (i.e. either the Nation selected to replace the withdrawing Home Nation or the Visiting Nation), depending on the circumstances and the timing of the withdrawal.
- 18.6 The Davis Cup Committee may make any necessary consequential amendments to the composition of the Regional Groups (save that those consequential amendments will not trigger the application of Regulation 18.1 or 18.2).

## **19 Consequences to Nations that do not enter or withdraw from the Competition**

- 19.1 Any Nation that does not enter or withdraws from the Competition by the relevant deadline in Regulation 18.1 or whose entry is revoked will be required to play in the lowest Group of its Region in the next edition of the Davis Cup competition that it enters, unless the Davis Cup Committee waives this requirement based on exceptional circumstances (for example, where the withdrawal was the result of force majeure).

19.2 Any Nation that withdraws from the Competition after the relevant deadline in Regulation 18.1:

19.2.1 will not be eligible to participate in any other level of the Competition in that edition of the Competition unless decided otherwise by the ITF IAP;

19.2.2 will not be eligible to take part in the next edition of the Davis Cup competition, unless decided otherwise by the ITF IAP (and in either case the next time the Nation participates the Nation will be required to play in the Group determined by the ITF IAP in consultation with the Davis Cup Committee); and/or

19.2.3 may be subject to the following penalties imposed by the ITF IAP:

19.2.3.1 a fine; and/or

19.2.3.2 if the ITF IAP applies the exception under Regulation 19.2.2 to a Finals Nation, then it may relegate that Nation to a lower group for the next edition of the Davis Cup competition; and/or

19.2.3.3 The payment of all reasonable expenses incurred by the ITF, the Finals Organiser and/or the other Nation(s) participating in the Tie/Event up to the date when notice of withdrawal was received by the ITF.

19.2.4 Any claim for reasonable expenses under this Regulation must be made within two months of the date fixed for the conclusion of the Tie/Event. In the event of disagreement, the ITF IAP will determine the amount of reasonable expenses to be paid by the withdrawing Nation.

19.2.5 The withdrawing Nation will be allowed one month from the date of the decision of the ITF IAP to pay any moneys due under this Regulation 19. It will not be eligible to participate in any future edition of the Davis Cup competition until such sums payable have been paid in full.

19.3 This Regulation 19 applies in addition to the consequences set out for a no-show under Regulation 63.

## **F. COMPETITION DATES AND FORMAT**

### **20 Competition dates**

20.1 The Davis Cup Committee will decide on and will notify the participating Nations of the dates for all Ties/Events in the Competition.

20.2 Unless decided otherwise by the Davis Cup Committee, the different Competition levels will each be played during designated weeks. The Qualifiers 1<sup>st</sup> Round and World Group I and II Play-offs will be played first, followed by

Qualifiers 2<sup>nd</sup> Round, World Groups I and II and Regional Groups, and then the Finals.

## **21 Wild Cards**

21.1 Subject to Regulation 22.1.2.2 and 22.3 below, the Event Committee will select two Wild Cards for the Competition from any Nation that meets one of the following criteria (using the ATP rankings published and existing Nations Rankings on the Monday following the conclusion of the Roland Garros French Open in the year that the Wild Cards are being selected):

21.1.1 the Nation has a Davis Cup Nation's Ranking of 50 or above; and/or

21.1.2 one or more of the Nation's Players is ranked in the top 10 of ATP singles players in the ATP rankings.

21.2 One of these Nations will receive a Wild Card into the Finals (and so will not participate in the Qualifiers). Subject always to Regulation 2.4, if the Finals Host Nation meets the criteria set out at Regulation 21.1 then that Nation shall receive the Wild Card into the Finals. Another Nation will receive a Wild Card into the Qualifiers 2<sup>nd</sup> Round and shall be Seed 1 in the Qualifiers Draw. Subject always to Regulation 2.4 and 22.3 (*Seeding*), the winner of the previous edition of the Competition shall receive the Wild Card into the Qualifiers 2<sup>nd</sup> Round.

21.3 Subject to Regulation 18, Wild Cards will not play in the Qualifiers 1<sup>st</sup> Round, World Groups and/or Regional Groups in the Competition.

## **22 Qualifiers**

### **22.1 Composition**

22.1.1 The Nations participating in the Qualifiers 1<sup>st</sup> Round will be 26 Nations from the following 28 Nations:

22.1.1.1 the 8 Nations that competed in the Finals of the previous edition of the Competition;

22.1.1.2 the 7 Nations that lost their Qualifiers 2<sup>nd</sup> Round Ties in the previous edition of the Competition; and

22.1.1.3 the 13 Nations that won their World Group I Ties in the previous edition of the Davis Cup competition.

22.1.2 Two of the 28 Nations from 22.1.1 shall not play in the Qualifiers 1<sup>st</sup> Round because:

22.1.2.1 One of the Nations is selected as the Wild Card for the Finals in accordance with Regulation 21 or if the Wild Card for the Finals is not selected from the 28 Nations, then a play-off Tie shall take place before the Qualifiers 1<sup>st</sup> Round between

the two lowest ranked Nations (based on their Davis Cup Nations Ranking at the end of the year) that won their World Group I Tie in the previous edition of the Davis Cup, with the losing Nation from that Play-Off playing in a World Group I Play-Off instead of the Qualifiers 1<sup>st</sup> Round. The Play-off Tie shall follow the same format as a World Group Play-off Tie; and

- 22.1.2.2 One of the Nations shall be selected as the Wild Card into the Qualifiers 2<sup>nd</sup> Round.

## 22.2 **Format of play**

22.2.1 The Qualifiers will consist of two knock-out rounds. The Qualifiers 1<sup>st</sup> Round will consist of 13 Home or Away Ties played between 26 Nations (each Nation playing one Tie). The Qualifiers 2<sup>nd</sup> Round will consist of 7 Home or Away Ties played between 14 Nations (each Nation playing one Tie). The 14 Nations shall be the 13 winners of the Qualifiers 1<sup>st</sup> Round Ties and the Nation that received a Wild Card into Qualifiers 2<sup>nd</sup> Round.

22.2.2 Ties must be played over two consecutive days.

22.2.3 Qualifiers Ties may be played on Friday/Saturday or Saturday/Sunday, at the election of the Home Nation. The Home Nation must confirm the days of play no later than the Questionnaire Deadline. If the Home Nation does not confirm within this deadline, the Tie must be played on Friday/Saturday, unless agreed otherwise by the Davis Cup Committee.

22.2.4 Each Tie will consist of four singles matches and one doubles match. Each match (singles and doubles) will be played to the best of three tie-break sets, and doubles matches will be played with regular ad scoring.

## 22.3 **Seeding**

22.3.1 There will be 14 seeds in the Qualifiers Draw. Subject always to Regulation 2.4, the winner of the previous edition of the Competition shall be Seed 1 and shall receive a Wild Card into the Qualifiers 2<sup>nd</sup> Round. The runner-up in the previous edition of the Competition shall be Seed 2. The highest ranked Nations that are not already seeded 1 or 2 will then be seeded 3 to 14 in ranking order in accordance with the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.

22.3.2 Seeds will be placed as follows; seed 1 on line 1 with a bye on line 2, meaning seed 1 goes directly into the Qualifiers 2<sup>nd</sup> Round; seed 2 on line 5; seed 3 on line 9; seed 4 on line 13; seed 5 on line 17; seed 6 on line 21; seed 7 on line 25; seed 8 on line 28; seed 9 on line 24; seed 10 on line 20; seed 11 on line 16; seed 12 on line 12; seed 13 on line 8 and

seed 14 on line 4. The unseeded Nations will then be randomly drawn by lot to play the seeded Nations.

- 22.3.3 Subject always to Regulation 2.4, in the event that the winner of the previous edition of the Competition is not in the Qualifiers Draw (for example, if they receive a Wild Card into the Finals), the runner-up in the previous edition of the Competition shall be Seed 1 and receive a Wild Card into the Qualifiers 2<sup>nd</sup> Round. The 13 highest ranked Nations that are not already seeded will then be seeded 2 to 14 in ranking order in accordance with the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.
- 22.3.4 In the event that the runner-up in the previous edition of the Competition is not in the Qualifiers Draw (but the winner is), the 13 highest ranked Nations that are not already seeded will be seeded 2 to 14 in ranking order in accordance with the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.
- 22.3.5 If neither the winner nor the runner-up of the previous edition of the Competition are in the Qualifiers Draw, the Event Committee shall have discretion to award the Wild Card into the Qualifiers 2<sup>nd</sup> Round to any Nation in the Qualifiers Draw that meets the Wild Card criteria at Regulation 21.1. That Nation shall then be Seed 1. Nations shall then be seeded from 2-14 in ranking order in accordance with the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.

## 22.4 ***Qualifiers Draw***

- 22.4.1 The Davis Cup Committee will complete the Qualifiers Draw. Choice of Ground for the Qualifiers 1st Round Ties will be determined at the same time as the Qualifiers Draw. A representative from each participating Nation may be present at the Qualifiers Draw.
- 22.4.2 Choice of Ground for the Qualifiers 2nd Round Ties will be determined after the Qualifiers 1st Round Ties have taken place and in accordance with Regulation 30.2, except that if the Seed 1 Nation that receives a Wild Card into the Qualifiers 2nd Round is the Champion from the previous edition of the Competition then they shall be the Home Nation for their Qualifiers 2nd Round Tie. The Champion Nation will be considered to have exercised its Choice of Ground against the Nation that it is drawn against in the Qualifiers 2nd Round. In the event that Choice of Ground would otherwise have fallen to the opposing Nation and subject always to Regulation 2.4, on the next two occasions those two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reason.
- 22.4.3 If two Nations have previously been drawn to meet each other in the two preceding successive years in any knock-out Home or Away draw

(i.e. excluding the Quarter-Finals, Semi-Finals and Final in the Finals) they will be drawn in different halves of the Qualifiers Draw.

## **22.5 *Qualifiers results***

- 22.5.1 The 13 Nations that win their Qualifiers 1st Round Ties will play in the Qualifiers 2nd Round.
- 22.5.2 The 13 Nations that lose their Qualifiers 1st Round Ties will play the remainder of the Competition in World Group I (according to the provisions on the composition of World Groups I and II set out in Regulation 24.4).
- 22.5.3 The 7 Nations that win their Qualifiers 2nd Round Ties will qualify for the Finals.
- 22.5.4 Subject always to Regulation 2.4, the 7 Nations that lose their Qualifiers 2nd Round Ties will play in the Qualifiers 1st Round in the next edition of the Competition (unless selected as a Wild Card pursuant to Regulation 21.1).

## **23 Finals**

### **23.1 *Composition***

- 23.1.1 The 8 Nations participating in the Finals will be:
  - 23.1.1.1 the 7 Nations that win their Qualifiers 2nd Round Ties in the Competition; and
  - 23.1.1.2 One Wild Card.

### **23.2 *Format of play***

- 23.2.1 The Finals will consist of the following rounds (in the following order):
  - 23.2.1.1 a Quarter-Final round contested by the eight Nations participating in accordance with Regulation 23.1.1;
  - 23.2.1.2 a Semi-Final round contested by the four Nations that win the Quarter-Finals; and
  - 23.2.1.3 a Final contested by the two Nations that win the Semi-Finals.
- 23.2.2 Each Tie in the Finals will consist of two singles matches and one doubles match, all played on one day. Each match (singles and doubles) will be played to the best of three tie-break sets, and doubles matches will be played with regular ad scoring.

### 23.3 ***Seeding***

23.3.1 Four Nations will be seeded for the Finals. These seeds will be the highest ranked Nations and in ranking order, in accordance with the most recent Davis Cup Nations Ranking at the time of the Finals Draw.

### 23.4 ***Finals Draw***

23.4.1 The Finals Draw will consist of the teams provided for in Regulation 23.1.

23.4.2 If two Nations have previously been drawn to meet each other in the two preceding successive years in any knock-out Home or Away draw (i.e. excluding the Quarter-Finals, Semi-Finals and Final in the Finals) they will be drawn in different halves of the Finals Draw.

23.4.3 Subject to Regulation 23.4.2, Nations that qualify for the Finals will be drawn and placed as follows:

23.4.3.1 Seed 1 shall be placed on line 1;

23.4.3.2 Seed 2 shall be placed on line 8;

23.4.3.3 Seeds 3 and 4 shall be drawn on lines 3 and 6 by lot;

23.4.3.4 All other Nations shall be drawn on lines 2,4,5 and 7 by lot.

### 23.5 ***Promotion and relegation***

23.5.1 Subject always to Regulation 2.4, the Nations in the Finals will be entitled to participate in the Qualifiers 1st Round of the next edition of the Davis Cup competition (unless selected as a Wild Card pursuant to Regulation 21.1).

## 24 **World Groups I and II (including Play-offs)**

24.1 There will be two World Groups in the Competition. World Group I is the higher of the two Groups.

24.2 Prior to determining which Nations participate in World Group I, World Group II and Regional Group III, there will be a Play-off round for World Group I and II.

24.3 After the Play-offs, World Groups I and II and the Regional Groups shall be set for the Competition. This Regulation 24 sets out the requirements applicable to both World Groups I and II and the respective Play-offs.

### 24.4 ***Composition***

24.4.1 The Nations participating in the World Group I Play-offs will be (i) the 13 Nations that lost their World Group I ties in the previous edition of the

Competition; and (ii) the 13 Nations that won their World Group II ties in the previous edition of the Competition.

- 24.4.2 In the event that a Wild Card into the Finals was granted to a Nation from the World Group I Play-offs, that Nation would be replaced in the World Group I Play-Offs by the losing team from the play-off Tie referred to in Regulation 22.1.2.1.
- 24.4.3 The Nations competing in World Group I will be (i) the 13 Nations that win their World Group I Play-off Ties in the Competition; and (ii) the 13 Nations that lose in the Qualifiers 1st Round of the Competition;
- 24.4.4 The Nations participating in the World Group II Play-offs will be (i) the 13 Nations that lost their World Group II Ties in the previous edition of the Competition; and (ii) the 13 Nations that advanced from their Regional Group III Events in the previous edition of the Competition.
- 24.4.5 The Nations competing in World Group II will be (i) the 13 Nations that lose in the World Group I Play-offs in the Competition; and (ii) the 13 Nations that win their World Group II Play-off Ties in the Competition.

#### **24.5 *Format of play***

- 24.5.1 Each Nation in the World Group I and II Play-offs and each Nation in World Groups I and II will play one Tie in a Home or Away format. Ties must be played over two consecutive days.
- 24.5.2 World Group I and II Ties and World Group I and II Play-offs may be played on Friday/Saturday or Saturday/Sunday, at the election of the Home Nation. The Home Nation must confirm the days of play no later than the Questionnaire Deadline. If the Home Nation does not confirm within this deadline, the Tie must be played on Friday/Saturday, unless agreed otherwise by the Davis Cup Committee.
- 24.5.3 Each Tie will be played over two days and will consist of four singles matches and one doubles match. Each match (singles and doubles) will be played to the best of three tie-break sets, and all matches will be played with regular ad scoring.

#### **24.6 *Draws***

Play-off Ties:

- 24.6.1 The Davis Cup Committee will conduct the Play-offs Draw after the last of the World Group I and II Ties of the previous edition of the Davis Cup Competition. The Play-offs Draw is made up of two separate draws for World Groups I and II. Choice of Ground will be determined at the same time as the draw pursuant to Regulation 30.2. A representative from each participating Nation may be present at the draw.

- 24.6.2 If two Nations have previously been drawn to meet each other in the two preceding successive editions of the Davis Cup competition in any knock out Home or Away draw (i.e. excluding Quarter-Finals, Semi-Finals and Final in the Finals), they will be drawn in different halves of the Play-off Draw.
- 24.6.3 Nations shall be seeded and drawn for each of World Group I Play-offs and World Group II Play-offs as follows:
- 24.6.3.1 13 Nations shall be seeded based on the most recent Davis Cup Nations Rankings at the time of the Draw;
- 24.6.3.2 Seed 1 will be placed on line 1; seed 2 on line 2; seed 3 on line 3; seed 4 on line 4; seed 5 on line 5; seed 6 on line 6 and so on in the same order;
- 24.6.3.3 Nations ranked 14 to 26 will be drawn randomly by lot.

World Group I and II Ties:

- 24.6.4 The Davis Cup Committee will conduct the World Group I and II Draw after the Qualifiers 1<sup>st</sup> Round, World Group I and II Play-offs. The World Group I and II Draw is made up of one separate draw for each of the World Groups. Choice of Ground will be determined at the same time as the draw pursuant to Regulation 30.2. A representative from each participating Nation may be present at the draw.
- 24.6.5 If two Nations have previously been drawn to meet each other in the two successive preceding editions of the Davis Cup competition in any knock out Home or Away draw (i.e. excluding Quarter-Finals, Semi-Finals and Final in the Finals), they will be drawn in different halves of the World Group I and II Draw.
- 24.6.6 Nations shall be seeded and drawn for each of World Group I and World Group II as follows:
- 24.6.6.1 13 Nations shall be seeded based on the most recent Davis Cup Nations Rankings at the time of the Draw;
- 24.6.6.2 Seed 1 will be placed on line 1; seed 2 on line 2; seed 3 on line 3; seed 4 on line 4; seed 5 on line 5; seed 6 on line 6 and so on in the same order;
- 24.6.6.3 Nations ranked 14 to 26 will be drawn randomly by lot.

**24.7 Promotion and relegation**

- 24.7.1 Subject always to Regulation 2.4, and subject to any necessary adjustments to the World Groups made by the Davis Cup Committee:

- 24.7.1.1 The 13 Nations that win their World Group I Ties will participate in the Qualifiers 1<sup>st</sup> Round of the next edition of the Davis Cup competition.
- 24.7.1.2 The 13 Nations that lose their World Group I Ties will participate in the World Group I Play-offs of the next edition of the Davis Cup competition.
- 24.7.1.3 The 13 Nations that win their World Group II Ties will participate in the World Group I Play-offs of the next edition of the Davis Cup competition.
- 24.7.1.4 The 13 Nations that lose their World Group II Ties will participate in the World Group II Play-offs of the next edition of the Davis Cup competition.

## **25 Regional Groups**

- 25.1 There will be three Regional Groups in the Competition. Regional Group III shall be the highest of the three levels followed by Regional Groups IV and V. The ITF may add further Regional Group levels if necessary to accommodate the number of Nations entered in the Competition.
- 25.2 Regional Group III and IV are split into four geographical Regions: (i) Europe (ii) Africa, (iii) the Americas, and (iv) Asia/Oceania.
- 25.3 Regional Group V is split into two geographical Regions: (i) Africa, and (ii) Asia/Oceania.

### **25.4 Composition**

- 25.4.1 The Davis Cup Committee will determine the composition of Regional Groups shortly after the World Group II Play-offs.
- 25.4.2 Notwithstanding Regulation 25.4.3, the Davis Cup Committee may make necessary adjustments to the size of each Regional Group Event by moving Nations between the levels.
- 25.4.3 The Davis Cup Committee will determine the total number of Nations that will play in each Group taking into account the number of Nations that can practically compete in one Regional Group Event. Once the Davis Cup Committee has determined the size of the Groups, the composition will be as determined below.
  - 25.4.3.1 Regional Group III in Africa, Americas, Asia/Oceania and Europe will consist of:
    - (a) the Nations relegated from World Group II Play-offs in the Competition;

- (b) the Nations that advance from Regional Group IV in the previous edition of the Davis Cup competition; and
- (c) the Nations that did not advance or were not relegated from Regional Group III in the previous edition of the Davis Cup competition.

25.4.3.2 Regional Group IV in Africa and Asia/Oceania will consist of:

- (a) the Nations relegated from the respective Regional Group III in the previous edition of the Davis Cup competition;
- (b) the Nations that advance from Regional Group V in the previous edition of the Davis Cup competition; and
- (c) the Nations that did not advance or were not relegated from the respective Regional Group IV in the previous edition of the Davis Cup competition.

25.4.3.3 Regional Group IV in Americas and Europe will have a variable number of Nations consisting of:

- (a) the Nations relegated from the respective Regional Group III in the previous edition of the Davis Cup competition;
- (b) the Nations that did not advance or were not relegated from the respective Regional Group IV in the previous edition of the Davis Cup competition;
- (c) any Nation in these regions entering the Competition that are not otherwise qualified (or selected) to participate in higher levels of the Competition;
- (d) any Nation in these regions entering the Davis Cup competition for the first time; and
- (e) any Nation in these regions that did not compete in the previous edition of the Davis Cup competition.

25.4.3.4 Regional Group V in Africa and Asia/Oceania will have a variable number of Nations consisting of:

- (a) the Nations relegated from the respective Regional Group IV in the previous edition of the Davis Cup competition;

- (b) the Nations that did not advance or were not relegated from the respective Regional Group V in the previous edition of the Davis Cup competition;
- (c) any Nation in these regions entering the Competition that are not otherwise qualified (or selected) to participate in higher levels of the Competition;
- (d) any Nation in these regions entering the Davis Cup competition for the first time; and
- (e) any Nation in these regions that did not compete in the previous edition of the Davis Cup competition.

### **25.5 Format of play**

- 25.5.1 Regional Groups will be played on a round robin or on a combined round robin basis, as determined by the Davis Cup Committee from time to time depending on the number of Nations in each Region of each Group, with the aim of maximising competitive play while still allowing a reasonable rest for the Nations.
- 25.5.2 Each Regional Group Event will be played at one or more venues selected by the Davis Cup Committee.
- 25.5.3 Each Tie in the round robin will consist of two singles matches and one doubles match played in one day. Each match will be played to the best of three tie-break sets played with regular ad scoring.

### **25.6 Seeding**

- 25.6.1 Seeding will be determined in accordance with the most recent Davis Cup Nations Ranking at the time of the respective Regional Group Event Draw.

### **25.7 Regional Group Event Draws**

- 25.7.1 The Regional Group Event Draws will take place on the day prior to the start of the Event, unless otherwise decided by the ITF.
- 25.7.2 If the Regional Group Event is to be played at:
  - 25.7.2.1 one location, then there will be one draw for each Group; or
  - 25.7.2.2 more than one location, then for each Group there will be a (i) a pre-draw to determine which Nations will play at each location, no later than ten weeks before the Event, and (ii) a draw at each location to determine the round robin groups.

- 25.7.3 Each Region in Regional Group III, IV and V will be split into round robin groups. If a Regional Group is made up of eight Nations, it will be divided into two groups of four Nations. For any other number of Nations, the Davis Cup Committee will decide on the number of groups, and how many Nations will be in each one.
- 25.7.4 When drawing the Nations into two round robin groups, the highest seeded Nation will be placed in one group and the second seeded Nation will be placed in the other group. Thereafter the remaining Nations will be drawn in pairs according to their Davis Cup Nations Rankings. When there is an odd number of Nations remaining, the last three Nations will be drawn together. The same principles will be applied if there are more than two round robin groups.
- 25.7.5 If there are round robin groups with different numbers of Nations, the highest seeded Nation(s) will be drawn in the group(s) with the least number of Nations.

## **25.8 Promotion and relegation**

- 25.8.1 Subject always to Regulation 2.4, thirteen Nations will advance from Regional Group III to the World Group II Play-offs in the next edition of the Davis Cup competition. The Davis Cup Committee will determine the number of Nations promoted from each Group.
- 25.8.2 The Davis Cup Committee will determine the number of Nations relegated from each Regional Group III depending on the size of that Group. The Nations that will be relegated will move to the lower Group based on their sporting results in that year's Regional Group III event.
- 25.8.3 The number of places for promotion and relegation from Regional Groups IV and V will be determined by the Davis Cup Committee when it determines the composition of the Regional Groups in accordance with Regulations 25.4.

## **26 Davis Cup Nations Ranking**

- 26.1 Nations will start the Competition with their year-end Davis Cup Nations Ranking from the previous edition of the competition. The ranking points attributable to each edition of the Davis Cup competition will be determined by the Davis Cup Committee. The process for determining Nations' rankings is set out on the Davis Cup website at [www.daviscup.com/en/rankings/rankings-explained](http://www.daviscup.com/en/rankings/rankings-explained).
- 26.2 If the Davis Cup Nations Ranking is being used to determine the selection or placement of a Nation in the Competition, where there is a tie between more than one Nation based on Davis Cup Nations Ranking, the order of the Nations

shall be determined by applying the following criteria (in the following order) until the Nations can be split:

- 26.3.1 The number of Ties played by the Nation in the period from which the Davis Cup Nations Ranking has been determined (with fewer Ties equalling a higher position in the order);
- 26.3.2 Drawn by lot.

## **G. ORGANISATION OF TIES/EVENTS**

### **27 General hosting requirements**

- 27.1 Ties/Events must be organised in accordance with the Rules and Regulations, including the Hosting Manual, the Commercial Letter applicable to the relevant level of Competition, and the Financial Letter, and any other hosting requirements issued by the ITF.

### **28 Organising body**

#### 28.1 Finals

- 28.1.1 The ITF is responsible for organising the Finals. The ITF may delegate some or all of that responsibility to a third party.
- 28.1.2 The requirements for the organisation of the Finals will be set out in a contract between the ITF and any third party to whom the responsibility for organising has been delegated.

#### 28.2 Qualifiers, World Groups I and II and Play-offs

- 28.2.1 The organisation of Qualifiers, World Group I and II Ties and World Group I and II Play-off Ties are the responsibility of the Nation competing in the Tie that is designated as the 'Home Nation', unless Regulation 30.2.5.2 applies (in which case the Davis Cup Committee will specify which of the competing Nations is responsible for organising the Tie). The Choice of Ground provisions set out in Regulation 30.2.1 will determine how the Home Nation is selected.

#### 28.3 Regional Groups

- 28.3.1 The organisation of Regional Group Events is the responsibility of the relevant Host Nation. Any Nation in the Regional Groups may apply to host a Regional Group Event, by submitting an Application to Host Form to the ITF by no later than the Host Application Deadline. The Application to Host form will be subject to the approval of the Davis Cup Committee.

## 29 Approval of arrangements

### 29.1 Home Nation Questionnaire (Qualifiers, World Groups I and II and Play-offs)

- 29.1.1 Once a Home Nation knows that it will be hosting a Tie, it must provide the ITF with a duly completed Questionnaire, setting out the Home Nation's proposed arrangements for the Tie, by the applicable deadline set out in the table below (the **Questionnaire Deadline**).

<b>Qualifiers 2<sup>nd</sup> Round</b>	<u>90 days before the start of the Tie</u>
<b>Qualifiers 1<sup>st</sup> Round</b>	14 days after the Qualifiers Draw.
<b>World Group I and II Play-offs</b>	<u>90 days before the start of the Tie.</u>
<b>World Group I and II</b>	<u>90 days before the start of the Tie.</u>

- 29.1.2 A Nation may not publicly disclose any details set out in its Questionnaire until the Questionnaire has been approved by the ITF or until the ITF has given its consent to do so.
- 29.1.3 Any Nation due to compete in the Qualifiers 1<sup>st</sup> Round in the next edition of the Competition must inform the ITF of any/all potential venue choice(s) (city and stadium) that they would consider if drawn as a Home Nation for the Qualifiers 1<sup>st</sup> Round, no later than 15 days after the completion of their World Group I Tie or the conclusion of the Finals, whichever they have been participating in.
- 29.1.4 If a Home Nation fails to provide a fully completed Questionnaire to the ITF in accordance with the applicable Questionnaire Deadline, the ITF IAP may impose the following penalties on the Home Nation:
- 29.1.4.1 Reduction of Davis Cup Nations Ranking Points;
  - 29.1.4.2 A fine;
  - 29.1.4.3 Withholding of all or part of any payments to the Nation under Schedule 2, Article 9; and/or
  - 29.1.4.4 An order to pay financial compensation to the Visiting Nation and/or the ITF for any resulting increase in costs.

## **29.2 Application to Host Form (Regional Groups)**

- 29.2.1 The ITF will publish Hosting Requirements for Regional Group Events. The Host Nation must confirm that it will comply with those requirements and set out any further proposed arrangements for the Event, in an Application to Host Form, which must be submitted to the ITF by the Host Application Deadline.
- 29.2.2 A Nation may not publicly disclose any details set out in its Application to Host Form until the application has been approved by the ITF or until the ITF has given its consent to do so.

## **29.3 Davis Cup Committee approval**

- 29.3.1 The arrangements for hosting and organising Ties/Events are subject to approval by the Davis Cup Committee (excluding the Finals). The Davis Cup Committee may reject any proposed arrangements for a Tie/Event that do not comply with the Rules and Regulations. The Davis Cup Committee may also grant exemptions from the applicable hosting requirements where it is satisfied that suitable alternative arrangements can be made that will not prejudice the Competition.
- 29.3.2 Once arrangements for a Tie/Event have been approved by the Davis Cup Committee, a Nation must consult the ITF as soon as reasonably practicable if it has any concerns about its ability to deliver those arrangements. Changes to approved arrangements may only be made with the agreement of the Davis Cup Committee and only under justified circumstances.
- 29.3.3 The Davis Cup Committee may delegate its approval power under this Regulation 29.3 to the ITF Executive. If a Nation participating in a Tie/Event disputes a decision made by the ITF Executive in relation to the arrangements for that Tie/Event, it may request that the decision be reviewed by the Davis Cup Committee.

## **29.4 Power to intervene in the organisation of a Tie/Event**

- 29.4.1 The Davis Cup Committee may intervene at any time in the organisation of a Tie/Event if it considers that the conditions for or the circumstances surrounding the Tie/Event (including the climate and/or other playing conditions, such as the surface of the courts and/or balls) or local organisation do not or are unlikely to meet at all times the high standards of the Davis Cup competition. For the Finals, the Davis Cup Committee shall raise its concern(s) with (to) the Event Committee.
- 29.4.2 In the event that a Nation fails to comply with any hosting requirements set out in the Rules and Regulations, the Davis Cup

Committee may (without prejudice to the ITF IAP's general sanctioning powers) relocate that Tie/Event.

## **30 Venues**

### **30.1 Finals**

30.1.1 The Finals will be held at one or more fixed location(s) decided, in consultation with the Finals Organiser if any, and published by the ITF.

### **30.2 Qualifiers, World Groups I and II and Play-offs (Choice of Ground)**

30.2.1 The venue for Qualifiers Ties, World Group I and II Ties and World Group I and II Play-off Ties is determined by the Nation that has Choice of Ground (save if Regulation 30.2.5.2 applies). Choice of Ground will be determined in the following sequence:

30.2.1.1 If the Nations have played each other in one or more previous editions of the Davis Cup competition, the Nation that did not have the choice in their most recent meeting will have choice in the Competition. Ties played (i) prior to 1970, (ii) in the Finals, and (iii) in Regional Groups do not count for these purposes.

30.2.1.2 If the most recent Tie between the Nations was not played for any reason, the Davis Cup Committee shall decide the Choice of Ground taking into account any relevant factors.

30.2.1.3 If Regulations 30.2.1.1 and 30.2.1.2 do not apply, Choice of Ground will be decided by lot.

30.2.2 A Nation with Choice of Ground must choose a location:

30.2.2.1 within its own country or territory; or

30.2.2.2 within an overseas territory or associated state of its own country or territory, provided that any Member for that territory or state (even if not participating in the Competition) and the Davis Cup Committee agree; or

30.2.2.3 on a Neutral Ground (and the Neutral Ground must be in the same geographical continent as the Nation with Choice of Ground unless otherwise agreed by the Davis Cup Committee); or

30.2.2.4 in the country of the opposing Nation, provided that the opposing Nation and the Davis Cup Committee agree.

- 30.2.3 Applications to hold a Tie under Regulation 30.2.2.3 or 30.2.2.4 must reach the ITF no more than 14 days after the Qualifiers Draw, the Qualifiers 1<sup>st</sup> Round, the World Group I and II Draw or Play-off Draw (as applicable) or before the Questionnaire Deadline, whichever is earlier.
- 30.2.4 For the purposes of Regulation 30.2.2, a Nation with Choice of Ground that chooses to play:
- 30.2.4.1 on a Neutral Ground will be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie;
- 30.2.4.2 in the country or territory of the opposing Nation will be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie;
- and in both cases the Nation that so chooses will be considered to have exercised its Choice of Ground (for purposes of future application of regulations equivalent to Regulation 30.2.1.1).
- 30.2.5 A Nation with Choice of Ground may lose its choice at any time if the Davis Cup Committee considers that it is not possible or practicable for the opposing Nation to reach or play at the venue chosen for the Tie, due to (for example) an incident such as war, political unrest, terrorism or natural disaster. In such cases:
- 30.2.5.1 The Nation with Choice of Ground may choose to play on a Neutral Ground, subject to the Davis Cup Committee's approval (and the Neutral Ground must be in the same geographical continent as the Nation with Choice of Ground unless otherwise agreed by the Davis Cup Committee) and provided that the ITF receives a full completed application in writing from the Nation no later than five working days after the Nation receives the Davis Cup Committee's decision under Regulation 30.2.5. If the application to play on a Neutral Ground is accepted, the Nation with Choice of Ground will be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and will be considered to have exercised its Choice of Ground for purposes of future application of regulations equivalent to Regulation 30.2.1.1.
- 30.2.5.2 If the Nation does not exercise the choice given to it under Regulation 30.2.5.1, the Davis Cup Committee may decide that the Tie will be held on a Neutral Ground or in the country or territory of the opposing Nation. The agreement of the opposing Nation is not required in either scenario.

- (a) If the Davis Cup Committee's decision is to hold the Tie on a Neutral Ground, the Home Nation will remain the Home Nation for the purposes of the financial arrangements of the Tie and the ITF will be responsible for the conduct of the Tie. On the next occasion the two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reasons.
- (b) If the Davis Cup Committee's decision is to play in the country or territory of the opposing Nation, the Nation with Choice of Ground will be considered the Visiting Nation (and the opposing Nation will be considered the Home Nation) for the purposes of the conduct and financial arrangements of the Tie. Subject always to Regulation 2.4, on the next two occasions the two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reasons.

30.2.5.3 In exceptional circumstances, the Davis Cup Committee may decide to postpone the Tie so that it may be played at the venue selected by the Nation with Choice of Ground.

30.2.6 The Home Nation has the right to choose the ball and court surface for the Tie. If the ITF is responsible for the conduct of the Event under Regulation 30.2.5.2 (a), the Davis Cup Committee will choose the ball and court surface for the Tie.

30.2.7 Decisions made by the Davis Cup Committee under Regulation 30.2.5 may be challenged by the Nation(s) concerned to the Independent Tribunal, sitting under its Supervisory jurisdiction, in accordance with its procedural rules, meaning that the challenge under this Regulation shall not take the form of a *de novo* review, but instead shall be limited to a consideration of whether the decision being challenged:

30.2.7.1 Was irrational (i.e. it falls outside the range of what a reasonable decision-maker might decide), arbitrary or capricious;

30.2.7.2 Was based on an error of law (i.e. it is contrary to the ITF Rules, properly construed or to applicable law); or

30.2.7.3 Followed a procedure in reaching the decision that was unfair.

30.2.8 Any challenge brought under Regulation 30.2.7 shall be considered on the papers by the Independent Tribunal, unless the Independent

Tribunal considers that an oral hearing is necessary in order for it to fairly decide upon the challenge.

### 30.3 **Regional Groups**

- 30.3.1 In selecting one or more venues proposed by a Host Nation in its Application to Host Form, the Davis Cup Committee will consider:
- 30.3.1.1 the number of courts, facilities, and Officials available;
  - 30.3.1.2 the availability and cost of hotel accommodation;
  - 30.3.1.3 the Host Nation's previous experience in organising international tennis events, if any;
  - 30.3.1.4 airport accessibility; and/or
  - 30.3.1.5 any other factors that it considers relevant to the successful organisation of the Event.
- 30.3.2 The Davis Cup Committee may change the selected venue for the Regional Group Events at any time in the event of an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances, the Davis Cup Committee may postpone the Event. Decisions made by the Davis Cup Committee under this Regulation may be challenged by the Nation(s) concerned to the Independent Tribunal, sitting under its Supervisory jurisdiction, in accordance with its procedural rules, meaning that the challenge under this Regulation shall not take the form of a *de novo* review, but instead shall be limited to a consideration of whether the decision being challenged:
- 30.3.2.1 was irrational (i.e. it falls outside the range of what a reasonable decision-maker might decide), arbitrary or capricious;
  - 30.3.2.2 Was based on an error of law (i.e. it is contrary to the ITF Rules, properly construed, or to applicable law); or
  - 30.3.2.3 Followed a procedure in reaching the decision that was unfair.
- 30.3.3 Any challenge brought under Regulation 30.3.2 shall be considered on the papers by the Independent Tribunal, unless the Independent Tribunal considers that an oral hearing is necessary in order for it to fairly decide upon the challenge.

## 30.4 **Minimum requirements for venues**

- 30.4.1 The Home/Host Nation must ensure that during the period of the Tie/Event no other tennis event is taking place at the venue selected for the Tie/Event.
- 30.4.2 Unless specified otherwise, the requirements below apply to Home Nations only. Regulations 30.4.2.6 and 30.4.2.7 apply also to Host Nations.
- 30.4.2.1 **Location.** Qualifiers Ties must be held in a major city or heavily populated area of the country or territory of the Home Nation. It is recommended (but not required) that Home Nations of World Group I and II Ties and Play-off Ties comply with this requirement.
- 30.4.2.2 **Airport.** The airport must either be an international airport or capable of easy connection to an international airport by a regularly scheduled daily commercial flights and must be easily accessible from the city where the Tie is held.
- 30.4.2.3 **Tie/Event hotels.** There must be sufficient hotel accommodation of the highest category available to accommodate teams (5 stars or equivalent for Qualifiers and 4 stars or equivalent for levels below Qualifiers), Officials and members/representatives of the participating Nations, Title Partners, Global Partners, and media (4 stars or equivalent for all Ties/Events).
- 30.4.2.4 **Stadium.** The stadium must be within reasonable distance of the Tie hotels (maximum 45 minutes by car).
- 30.4.2.5 **Minimum seating capacity.** The stadium of any Qualifiers 2<sup>nd</sup> Round Tie must have a minimum of 4,000 seats. The stadium of any Qualifiers 1<sup>st</sup> Round Tie must have a minimum of 2,000 seats.
- 30.4.2.6 **Transportation.** An efficient transportation system must be provided to and from the airport and between the Tie hotels and venue, as set out in the Hosting Manual.
- 30.4.2.7 **Facilities.** The stadium and venue must have appropriate on-site facilities, as set out in the Hosting Manual.

## 31 Courts

### 31.1 *Surface of courts*

31.1.1 The ITF will determine the surface type of the courts to be used in the Competition. Subject to Regulation 31.1.2, the surface type of the courts to be used in the Competition must be acrylic, asphalt, carpet, clay, hybrid clay, artificial clay, concrete, grass or artificial grass (as defined in the current version of the "ITF approved tennis balls, classified surfaces & recognised courts: a guide to products and test methods"). A Tie may not be played on any other surface type except by mutual agreement between the two Nations competing in the Tie and subject to the approval of the Davis Cup Committee.

31.1.2 For all Ties in the Finals, Qualifiers, World Group I and World Group I Play-offs, the court surface must be of a type used in a Grand Slam tournament or in a minimum of three ATP World Tour tournaments (each at a level of ATP 250 or higher) held in the year prior to the Tie.

For all Ties in the Finals, Qualifiers, World Group I and World Group I Play-offs that are played on hard courts, the court surface must be an ITF classified surface product listed in the *ITF Approved Tennis Balls, Classified Surfaces & Recognised Courts*. For all Ties in World Group II, World Group II Play-offs, and Regional Group Events that are played on hard courts, it is recommended that the court surface be an ITF classified surface product.

31.1.3 Temporary surfaces:

31.1.3.1 In the event that a Home/Host Nation proposes to play a Tie on any court surface laid on a temporary basis, the Home/Host Nation must notify the ITF and the Visiting Nation/participating Nation(s) of such proposal by no later than the Questionnaire Deadline or by the Host Application Deadline (as applicable). Such notification must include the name of the proposed court installer and must provide sufficient detail as to the proposed surface type, its component and the method of installation and construction.

31.1.3.2 The ITF will confirm in writing to the Home/Host Nation whether or not it approves the proposed temporary surface and court installer. If the ITF does not approve the temporary surface and/or court installer, the Home/Host Nation and/or the proposed court installer may appeal the ITF's decision to the Davis Cup Committee. The Davis Cup Committee's decision will be communicated to the parties in writing and will be final and binding.

31.1.4 Carpet (permitted for Regional Group Events only):

31.1.4.1 If a Regional Group Event is to be played on carpet, the Host Nation must inform the ITF and the participating Nations about the type of carpet to be used and the type of base on which the carpet is to be laid.

31.1.4.2 A carpet surface (whether synthetic or other) may not be laid on a temporary basis if a Tie is held outdoors.

31.2 ***Court Pace Rating***

31.2.1 The pace of the courts to be used in the Competition, excluding grass and clay surfaces, must have a measured Court Pace Rating between 24 and 50 (inclusive) when using the Tie ball. Where practicable, Court Pace Ratings will be confirmed and approved by the ITF in advance of the Tie. Otherwise, all testing to determine Court Pace Ratings will be conducted on site.

31.2.2 If on-site testing establishes that the match court does not comply with the required Court Pace Rating, the ITF IAP may impose the following penalties on the Home Nation:

31.2.2.1 reduction of Davis Cup Nations Ranking Points;

31.2.2.2 a fine;

31.2.2.3 withholding all or part of any payments to the Nation under Schedule 2, Article 10;

31.2.2.4 forfeiture of Choice of Ground on the subsequent occasion(s) when the Nation would otherwise be entitled to choose, to apply either generally and/or to the next time(s) the Nation in question would otherwise be entitled to Choice of Ground against the Visiting Nation;

31.2.2.5 relegation to a lower division of the next edition of the Davis Cup competition;

31.2.2.6 disqualification from the Competition and/or ineligibility for future editions of the Davis Cup competition; and/or

31.2.2.7 an order to pay financial compensation to the Visiting Nation.

31.3 ***Court covers/water removal for outdoor courts***

31.3.1 Court covers for outdoor clay and grass courts:

31.3.1.1 In the Qualifiers, court covers with the appropriate water drainage adequate for all clay and grass courts must be provided for all outdoor Ties, and must be available at least eight days before the first day of the Tie.

31.3.1.2 In World Group I and II, Play-off and Regional Group Events, court covers for clay and grass courts are recommended.

31.3.2 Water removal equipment for outdoor hard courts:

31.3.2.1 When a Tie is played on a hard court (acrylic type), appropriate equipment/squeegees must be provided to remove water from the court.

#### 31.4 ***Artificial Lighting***

31.4.1 Play is allowed with artificial lighting outdoors or indoors provided that:

31.4.1.1 there is (evenly distributed over the match court surface) a minimum of (i) 1,200 lux per square metre for Qualifiers and World Group I Ties, and (ii) 500 lux per square metre for World Group I Play-off Ties, World Group II and World Group II Play-off Ties and all Regional Group Events; and

31.4.1.2 Any practice facilities have similar lighting to the match court available for all participating Nations.

31.4.2 All light measurements are to be taken one metre above the playing surface.

31.4.3 The Referee will determine when it is appropriate to turn on artificial lighting on outdoor courts.

31.4.4 The ITF reserves the right to increase the minimum required lux levels from 1,200 to 2,000 or from 500 to 1,200 (as applicable) if there is a particular broadcasting requirement for this. Any such requirement will be communicated to the Home Nation within 7 days of the Draw in which they are designated as the Home Nation for the Tie.

#### 31.5 ***Match court lines and markings***

31.5.1 The lines on courts (other than grass courts) must be marked with paint (or other similar substance), tapes of linen (or other similar material), or metal painted white. Grass courts must be marked with chalk or paint.

28. A court marked for doubles with a doubles net may be used for singles matches if it is properly equipped with singles sticks.

### **31.6 Dimensions**

28. The overall court area must be rectangular in shape and conform to ITF Rules of Tennis.
- 31.6.1 Unless otherwise approved by the Davis Cup Committee for all Qualifiers, World Group and Play-off ties and all Regional Group Events, there must be a space behind each baseline of not less than 6.40 metres (21 feet) and at the sides of not less than 3.66 metres (12 feet).
- 31.6.2 For Qualifier Ties, it is recommended that there is a space behind each baseline of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet).
- 31.6.3 The chairs of the Line Umpires, if any, may be placed at the back and the sides of the court within the above minimum distances provided they do not protrude into the area by more than 0.914 metres (3 feet).

### **31.7 Minimum height to the ceiling**

- 31.7.1 Unless otherwise approved by the Davis Cup Committee (or the Event Committee for the Finals), there must be a clear space from the court surface to the ceiling (measured at the net) of not less than:
- 31.7.1.1 12 metres for Ties in the Finals and Qualifiers; and
- 31.7.1.2 9 metres for all World Group, Play-off and Regional Group Events.

### **31.8 Application to vary court requirements**

- 31.8.1 No exemptions will be permitted from the requirements set out in Regulations 24 to 31.3.
- 31.8.2 The requirements in Regulations 31.4 to 31.7 may be varied only with the prior approval of the Davis Cup Committee. The Home/Host Nation must apply for such approval no later than the Questionnaire Deadline or Host Application Deadline (as applicable).

### **31.9 No changes to courts during Tie/Event without Referee consent**

28. From the date the Referee arrives on site for the Tie/Event until the Tie is over, the surface of the court(s) and/or court surrounds cannot be changed without the Referee's consent.

### 31.10 ***Consequences if match court(s) not playable***

31.10.1 Prior to or during a Tie/Event, if the Referee determines that the match court(s) is/are not (or will not be) playable for any reason at the scheduled start time of play or at any point during the Tie/Event, he may:

31.10.1.1 call off the match, Tie and/or Event;

31.10.1.2 postpone the start time of the match, Tie and/or Event (if he believes that a playable match court may be available within a reasonable time); and/or

31.10.1.3 reschedule the order of play.

31.10.2 If the Referee calls off a match, Tie and/or Event under Regulation 28 in circumstances where in his opinion the Home/Host Nation (or any court supplier/installer it engaged) was at fault for failing to provide a playable match court in accordance with any of the requirements in Regulations 24 to 31.7 (except for Regulation 31.2):

31.10.2.1 for Qualifiers Ties, World Group I and II Ties and Play-off Ties, the Home Nation will be deemed to have forfeited the match and/or Tie and the Referee will declare the Visiting Nation the winner of the match and/or Tie (however, the Referee must obtain the approval of the Executive Director or his designee for such forfeit);

31.10.2.2 for Regional Groups, the Host Nation must reschedule the match, Tie and/or Event in accordance with the instructions of the Davis Cup Committee; and

31.10.2.3 in addition to the above, on application by the ITF, the ITF IAP may also impose any penalties on the Home/Host Nation as it sees fit in accordance with Regulation 76.

31.10.3 For the avoidance of doubt, bad weather or other unavoidable hindrance would not constitute a reason for the Referee to award a match and/or Tie to the Visiting Nation or for the ITF IAP to penalise the Home/Host Nation.

### 31.11 ***Availability of match and practice courts***

31.11.1 The Referee will be responsible for the allocation (at his discretion) of match and practice courts at all times before and during the Tie/Event.

31.11.2 For Regional Group Events:

- 31.11.2.1 All of the singles matches in a Tie must be played on the same court.
- 31.11.2.2 The Referee may transfer a doubles match to a different court.
- 31.11.3 The Home Nation in Qualifiers, World Group I and II and Play-off Ties must make match and practice courts available as follows:
  - 31.11.3.1 The match court must be available for practice at least three days before the Tie is due to start.
  - 31.11.3.2 One practice court of exactly the same surface and conditions as, and in close proximity to, the match court must be freely available to both Nations during the three days before the Tie is due to start and during the Tie.
  - 31.11.3.3 If indoors, the Home Nation may arrange to have only the match court available for both practice and the Tie, in which case the Visiting Nation will have priority in the practice schedule.
  - 31.11.3.4 If hard court is the selected playing surface, and provided two indoor practice courts of exactly the same surface as, and in close proximity to, the match court are freely available to both Nations during the three days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of two days before the Tie is due to start.
- 31.11.4 In the case of a temporary clay court, unless otherwise approved by the ITF, construction of the court must begin at least four days before the first day of practice in the Tie/Event (for example, if the court must be ready at 9.00am (local time) on Tuesday, then construction must start at the latest on the Friday morning of the week prior to the Tie).
- 31.11.5 All courts required for practice under Regulation 31.11.2 and 31.11.3 must be ready by no later than 9.00am on the indicated day and be in a condition suitable for competitive play, as determined by the Referee.
- 31.11.6 All practice sessions on site during the week of a Tie will remain open. The court area will be restricted to the Nations, Team Members, Officials, and any other person authorised by the Referee.
- 31.11.7 For Regional Group Events, the ITF will set out the requirements for the match court(s) and the recommended number of practice courts in the Hosting Requirements.

## 31.12 ***Mobile Roof Policy***

- 31.12.1 In the event that a Home/Host Nation proposes to play a Tie/Event at a venue with a mobile roof, the Home/Host Nation must notify the ITF and Visiting Nation/participating Nation(s) whether the Tie/Event will be played outdoors or indoors, by the Questionnaire Deadline.
- 31.12.2 If the Tie/Event is played indoors, the mobile roof must remain closed.
- 31.12.3 If the Tie/Event is played outdoors, every effort must be made to play the Tie/Event outdoors, save that:
- 31.12.3.1 In the event of rain falling prior to the scheduled start of play, the roof may be closed at the direction of the Referee;
- 31.12.3.2 If play commences with the roof closed, the roof will remain closed for the remainder of the match. If the weather forecast is favourable, the Referee may decide to open the roof for the following match(es) on the same day;
- 31.12.3.3 If play commences with the roof open, a decision to close the roof during play will only be made by the Referee when rain is expected to interrupt and delay play; and
- 31.12.3.4 If play commences with the roof open and the Referee invokes the Extreme Heat Condition: Suspension of Play, the match will stop after an even number of games in the set, or at the completion of a set/tie break. At this time, the Referee will close the roof and it will remain closed for the remainder of the match, and for any following match(es) at the start of which the Extreme Heat Condition: Suspension of Play is still in effect.

## 32 Balls

### 32.1 ***Ball types***

- 32.1.1 Subject to the applicable Court Pace Rating under Regulation 31.2, the following types of balls may be used in the following circumstances:

<b>Court Pace Rating in Tie/Event</b>	<b>Type of ball permitted</b>
Slow ( $\leq 29$ )	Type 1 or 2
Medium (30-44)	Type 2
Fast ( $\geq 45$ )	Type 2 or 3

<b>Altitude where Tie/Event held</b>	<b>Type of ball permitted</b>
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Less than 1,219m above sea level	Type specified for Court Pace Rating, as above
1,219m or higher above sea level	Types specified for High Altitude, as described in Appendix I of the Rules of Tennis

32.1.2 The type of ball to be used in a Tie/Event will be selected by:

Finals	The <u>Event Committee</u>
Qualifiers, World Groups I and II and Play-offs	The Home Nation (save if Regulation 30.2.5 applies)
<u>Regional</u> Groups	The Host Nation

32.1.3 Each Home/Host Nation must seek the ITF's approval for its choice of ball by no later than (respectively) the Questionnaire Deadline or the Host Application Deadline.

### **32.2 Consequences for use of unauthorised balls**

32.2.1 If any Home/Host Nation uses a type of ball during a Tie/Event that is not one of the types of balls approved by the ITF, or that is otherwise not suitable for play (e.g., it is too soft):

32.2.1.1 the Referee has the power to (i) require that approved balls be used and postpone the start time of a match, Tie and/or Event, as necessary (if practicable in the circumstances), or (ii) continue match play with the unauthorised balls (provided that they are suitable for play); and

1.1.2.1 on application by the ITF, the IAP may impose any penalties as it sees fit in accordance with Regulation 76 (regardless of the Referee's decision under Regulation 32.3).

### **32.3 Change of Balls**

32.3.1 For Ties in the Finals, Qualifiers, World Groups I and II and the Play-offs, in each match the balls must be replaced with six new balls after the first seven games and after each subsequent nine games, unless both Captains and the Referee agree otherwise.

32.3.2 For Regional Groups, in each match the balls must be replaced with four new balls after the first nine games and after each subsequent 11 games.

## **33 Language for calling score**

33.1 The official language for calling the score is English. In each Tie, the participating Nations and the Referee may mutually agree upon a second

language to be used by the Chair Umpire in calling the score. Failing such agreement, only the English language will be used.

## **34 Visas**

34.1 The Home/Host Nation must:

34.1.1 advise the participating Nations of any requirements for visa applications when notifying them of arrangements for the Tie/Event;

34.1.2 give every assistance to ITF personnel, Tie/Event personnel, Officials and Nations participating in the Tie/Event in obtaining any necessary visas;

34.1.3 facilitate the visa application process by providing any necessary documentation or other information in a timely manner;

34.1.4 ensure that visas are issued 14 days before the Monday of the week of the Tie/Event to a minimum of 15 people nominated by the Nation(s), and to all ITF personnel, Tie/Event personnel and Officials attending the Tie/Event (provided in each case that the individual in question has met the requirements to obtain a visa).

34.2 Each Nation participating in a Tie/Event is responsible for completing the requirements for visa applications, and complying with any timings notified to them. Failure to do so may result in visas not being issued in sufficient time, which shall not be the responsibility of the Home/Host Nation or Finals Organiser.

## **35 Security**

35.1 The Home/Host Nation must:

35.1.1 plan and implement a comprehensive Security Plan that:

35.1.1.1 ensures, as far as is reasonably practicable, the health, safety, security and welfare of all members of the participating Nations, ITF personnel and contractors and any Officials, at all times, from arrival in the country or territory of the Tie/Event until departure from the country or territory of the Tie/Event or 24 hours after the conclusion of the Tie/Event, whichever is the earlier;

35.1.1.2 ensures, as far as reasonably practicable, the health, safety, security and welfare of all persons attending the Tie/Event in any capacity; and

35.1.1.3 applies to each Tie/Event venue (including practice, match and Official Function venues), and any official hotel,

facilities, and transportation organised by the Home/Host Nation and/or the ITF;

- 35.1.2 provide a duly completed Security Questionnaire and (if requested) the Tie/Event Security Plan to the ITF by the deadline specified by the ITF, and any further documents or information as may requested by the ITF from time to time;
- 35.1.3 comply with all security, health and safety laws, regulations and guidelines applicable to the holding of an event in the location of the Tie/Event;
- 35.1.4 liaise with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of the Tie/Event and the implementation of the Security Plan;
- 35.1.5 comply with any Security Guidelines or special requests that the ITF may issue/make from time to time; and
- 1. notify the ITF about any specific security risk at or in connection with the Tie/Event of which it is advised.

35.2 Request for special security arrangements by a participating Nation:

- 35.2.1 Where special circumstances apply to a particular Tie/Event, no later than 14 days prior to the Tie/Event and in consultation with the ITF, a participating Nation may request that the Home/Host Nation take into account the need for specific security arrangements (at the cost of the Nation making the request). Should that participating Nation attend with its own security personnel, it must identify such personnel to (and they must liaise with) the Home/Host Nation's Security Officer.

### **36 Automated External Defibrillators**

36.1 Sufficient Automated External Defibrillators (AEDs) must be located on site so that an AED is within three minutes of all areas of play on both practice and match days.

### **37 Insurance**

37.1 In addition to the insurance requirements set out at Regulation 16, each Home/Host Nation must:

- 37.1.1 take out and maintain suitable public and product liability insurance policy that is compliant with local laws and regulations and that, at a minimum, covers claims made for damage to third party property and/or death/injury caused to people at the Tie/Event. "ITF Ltd and

ITF Licensing (UK) Ltd” must be named as additional insured parties on the policy;

37.1.2 take out and maintain all other compulsory insurances that are required by local law or regulation, e.g. employer's liability (workers compensation), vehicle, etc; and

37.1.3 ensure that all venues, training facilities, etc, for the Tie/Event have appropriate insurance cover in place, including for material damage, business interruption, and public liability.

37.2 Upon request by the ITF, the Nation must provide a copy of the above insurance policies to the ITF.

## H. TEAM NOMINATIONS

### 38 Team Nominations

38.1 Each participating Nation must provide its team nominations to the ITF no later than the applicable deadline set out in the table below (**Team Nomination Deadline**):

Finals	28 days before the Monday of the week of the Event
Qualifiers	28 days before <u>the Monday</u> of the week of the Tie
World Groups I and II and Play-offs	10 days before the first day of the Tie
Regional Groups	28 days before the Monday of the week of the Event

38.2 The team nominations must include the following number of Players/Captains, nominated in order of merit (determined in accordance with Regulation 38.4), without specifying which Players will play singles/doubles:

Finals, Qualifiers, World Groups I and II and Play-offs	A playing Captain and three to four Players; or A non-playing Captain and four to five Players.
Regional Groups	A playing Captain and two <u>or three</u> Players; or A non-playing Captain and three <u>or four</u> Players

38.3 In order to be eligible to be nominated, a Player/Captain must, 28 days ahead of the Tie/Event, either (i) have had their eligibility approved by the ITF, or (ii) have had the nominating Nation submit to the ITF a complete application for

special exemption under Regulation 14.2, together with all supporting materials required by the ITF.

38.4 The order of merit of Players will be determined (and the indicative order of merit included at the team nomination will be amended) in accordance with the following:

38.4.1 the ATP singles rankings (protected rankings are not used) published as follows:

38.4.1.1 for the Finals, the singles rankings published on the Monday of the week of the Event. If new rankings are not available by when the Referee requires, the most recent available singles rankings will be used; or

38.4.1.2 for the Qualifiers, World Groups I and II and the Play-offs, the singles rankings published on the Monday of the week of the Tie; or

38.4.1.3 for Regional Groups, the singles rankings published 28 days before the Monday of the week of the Event; or

38.4.2 If the Players do not have an ATP singles ranking, their ITF singles ranking as published in accordance with 38.4.1.1-38.4.1.3;

38.4.3 if the Players do not have ATP or ITF singles rankings, their World Tennis Number; or

38.4.4 If the Players do not have a World Tennis Number, their national ranking; or

38.4.5 if the Players do not have a national ranking (or their National Association has no national ranking system), their ranking according to their Captain.

38.5 Only Players nominated in accordance with this Regulation 38 (or changed in accordance with Regulation 39) may be selected to play in the singles and doubles matches of the relevant Tie/Event.

38.6 Upon request by the ITF, a Nation must provide evidence to support the rankings assigned to its Players.

38.7 For each Tie in the Qualifiers, World Groups I and II and the Play-offs, a Nation may nominate different Players and/or Captains.

### **39 Changes to team nominations**

39.1 Team nominations may only be changed in the following circumstances:

- 39.1.1 Player nominations may be changed at any time prior to the applicable Team Nomination Deadline.
- 39.1.2 After the applicable Team Nomination Deadline:
- 39.1.2.1 a maximum of three nominated Players may be changed up to 11.00am (local time at the Event) the day before play is scheduled to start for the Finals;
  - 39.1.2.2 a maximum of three nominated Players may be changed up to one hour before the Tie Draw for Qualifiers Ties;
  - 39.1.2.3 a maximum of two nominated Players may be changed up to one hour before the Tie Draw for World Group I and II and Play-off Ties); and
  - 39.1.2.4 a maximum of two nominated Players may be changed up to 11.00am (local time at the Event) the day before the round robin match play is scheduled to start for Regional Group Events.

For the avoidance of doubt, adding (rather than replacing) a nominated Player (e.g. adding a fifth player when only four were nominated previously) before this deadline constitutes a change of nomination.

- 39.1.3 The nomination of a non-playing Captain may be changed at any time before the Nation's first match in the Tie/Event.
- 39.1.4 Notwithstanding Regulation 39.1.2, for the Finals, if following the start of play in that week, three or more Players are, in the Referee's opinion incapacitated by illness or injury and are unable to play during the Finals, the Executive Director (in consultation with the Davis Cup Committee where possible, and the Referee) may permit the Nation to change one or more of those withdrawn Players. Save where the Referee considers that there is an obvious injury or illness, before the Referee makes a decision as to the fitness of a Player, the Player must undergo an examination by the Independent Doctor, who must complete the "ITF Medical Certification" form. The Executive Director shall have discretion to impose conditions as it sees fit, and prior to making its decision must consult with the Davis Cup Committee (where possible) and the Referee.

## **40 Notice of changes to team nominations**

- 40.1 Any changes to team nominations:

- 42.1.1 made before the Referee arrives on site at the Tie/Event must be notified by the Nation to the ITF, and then the ITF will notify the other Nation(s) participating in the Tie/Event;
- 42.1.2 made after the Referee arrives on site at the Tie/Event must be notified by the Nation to the Referee, and the Referee will notify the Captain(s) of the other Nation(s) participating in the Tie/Event.

#### **41 Replacement of nominated Captain**

- 41.1 If the nominated Captain is unable to fulfil his duties on court, he may only be replaced by one of the Nation's nominated Players. The replacement Captain will sit on the court.

### **I. PLAYER SELECTIONS**

#### **42 Notification of selection of singles and doubles Players**

- 42.1 Subject to Regulation 43, the Captain may select any of the nominated Players to play singles and/or doubles.
- 42.2 Each Captain must give to the Referee the names of his two singles Players in order of merit (see Regulation 38.4) and the names of his two doubles Players by the applicable deadline set out in the table below (**Player Selection Deadline**):

Finals	No later than one hour before the scheduled start time of each Tie those Players are playing in
Qualifiers, World Groups I and II and Play-offs	No later than the relevant Tie Draw
Regional Groups	No later than one hour before the scheduled start of play each day during the Event

- 42.3 Of the two singles Players for each Nation, for purposes of determining order of play, the Player with the higher ranking will be referred to as 'number one' and the Player with the lower ranking will be referred to as 'number two'.

#### **43 Changes to Player selections**

- 43.1 First and second singles matches:
  - 43.1.1 Subject to Regulation 43.4 a Captain may not change their selection of Players for the first and second singles matches after the Player Selection Deadline.

43.2 Third and fourth singles matches (applies only to the Qualifiers, World Groups I and II and the Play-offs):

44.2.1 A Captain may change the selection of Players for the third and fourth singles matches, provided that (i) any substitute Player is selected from among the Players nominated for the Tie who has not competed in the first or second singles matches; and (ii) they give the Referee notice of such change no later than:

43.2.1.1 for the third singles match, no later than 15 minutes (ten if interval reduced to 20 minutes) after the completion of the doubles match; and

43.2.1.2 for the fourth singles match, no later than 10 minutes after completion of the third singles match.

43.3 Doubles match:

44.3.1 A Captain may change the selection of Players for the doubles match, provided that (i) they give the Referee notice of such change no later than the relevant deadline set out below, and (ii) any substitute Player is selected from among the Players nominated for the Tie.

Finals	No later than 15 minutes <u>(ten if interval reduced to 20 minutes under Regulation 54)</u> after the completion of the preceding singles match.
Qualifiers, World Groups I and II and Play-offs	At least one hour before the scheduled start of play for the doubles match.
<u>Regional</u> Groups	No later than 15 minutes <u>(ten if interval reduced to 20 minutes under Regulation 54)</u> after the completion of the preceding singles match.

43.4 Changes of Players for disciplinary reasons or due to illness, accident or other unavoidable hindrance:

43.4.1 Any selected Player who has been withdrawn by the Captain for disciplinary reasons may only be replaced with the permission of the Referee. Any substitute permitted by the Referee must be selected from among the Players nominated for the Tie/Event. The withdrawn Player may not compete thereafter in the Tie/Event but may compete in subsequent Ties/Events of that edition of the Competition.

43.4.2 If, in the Referee's opinion (subject to Regulation 43.4.3), a Player is incapacitated by illness, injury or other unavoidable hindrance, the Referee may permit the replacement of that Player (and the replacement of the Player's doubles partner) from among the Players nominated for that Tie/Event. A Player who has withdrawn from the first or second singles matches under this Regulation may be selected for the doubles match and/or for the third or fourth singles match. If a Player(s) is replaced under this Regulation, the opposing Captain will be given the opportunity to change his/her Player(s) after learning of the opposing Nation's replacement:

43.4.2.1 If a Player is replaced after the draw and on the day before play starts, the opposing Captain has up to one hour after notification of the replacement to make a change of their own.

43.4.2.2 If a Player is replaced on a day when their Nation is playing, the opposing Captain has up to 15 minutes before the start of the match in which there has been a replacement, to make a change of their own.

43.4.3 Save where the Referee considers that there is an obvious injury or illness, before the Referee makes a decision as to the fitness of a Player, the Player must undergo an examination by the Independent Doctor, who must complete the "ITF Medical Certification" form. This Regulation applies to a Referee's decision (i) to replace a Player on grounds of illness/injury, and (ii) to permit a Player to return to play after being replaced due to illness/injury.

#### **44 Referee power to vary Change of Selection Deadlines**

44.1 In case of bad weather or other unavoidable circumstances on site, the Referee may vary the Change of Selection Deadlines.

#### **45 Notification of Player selections**

45.1 Any notice by a Captain under Regulation 43 must be given to the Referee in writing by the applicable deadline. The Referee will inform the Captain of the other participating Nation(s) as soon as practicable.

### **J. PRE-TIE EVENTS**

#### **46 Captains' Meeting**

46.1 The Referee may call a Captains' Meeting at the Finals for the Quarter-Finals, Semi-Finals and/or Final. The Referee will call a Captains' Meeting for all other Ties/Events in the Competition.

- 46.2 A Captains' Meeting (if held) must take place by no later than the applicable deadline set out in the table below.

<b>Finals</b>	No later than two days before the scheduled start of play.
<b>Qualifiers, World Groups I and II and Play-offs</b>	No later than two days before the first match in a Tie.
<b>Regional Groups</b>	No later than the day before the first match in the Event.

- 46.3 Captains (whether playing or non-playing) must attend (on time) any Captains' Meeting concerning their Tie/Event called by the Referee.
- 46.4 During a Captain's Meeting, the Referee and the Captains will discuss the arrangements for the Tie/Event, and the Captains must each sign a statement of arrangements to be made for the Tie/Event and the Official Functions.

#### **47 Pre-Draw Press Conference**

- 47.1 A Pre-Draw Press Conference must be held at least 24 hours before the relevant Tie Draw for Qualifiers, World Group I and II and Play-off Ties.

#### **48 Pre-Tie Function**

- 48.1 A Pre-Tie Function:

49.1.1 may be organised by the ITF or the Finals Organiser;

49.1.2 must be held, at least 24 hours before the start of play, for Qualifiers, World Group I and II and Play-off Ties.

#### **49 Tie/Event Draw**

- 49.1 Unless specified otherwise by the ITF, the Tie/Event Draw must take place by the applicable deadline set out in the table below.

<b>Qualifiers, World Groups I and II and Play-offs</b>	The Tie Draw must take place immediately after the Pre-Tie Function on the day prior to the first match in the Tie, at least 24 hours before the start of play.
<b>Regional Groups</b>	The Event Draw must take place following the Captains' Meeting unless decided otherwise by the ITF.

## **50 Post-Draw Press Conference**

- 50.1 A Post-Draw Press Conference must be held immediately after the Tie Draw, save in the case of Regional Group Events.

## **51 Official Dinner**

- 51.1 An Official Dinner may be organised for Regional Groups and the Finals.

## **K. PLAYING SCHEDULE**

### **52 Start and end of play**

- 52.1 The start and end of play must be arranged so that it is possible for play to be completed each day under reasonable conditions. Scheduling will take into account the best interests of the Nations to the extent possible, providing it does not jeopardise the completion of the Tie/Event (and this will override the specific times currently stated in Regulation 52.1).

- 52.2 For Qualifiers, World Group I and II and Play-off Ties:

53.2.1 There must be a minimum of 20 hours between the start time of play on the first day and the scheduled start time of play on the second day.

53.2.2 There must be six hours of daylight for play outdoors on the first day of play (irrespective of surface) and eight hours of daylight for the second day of play.

53.2.3 If artificial light will be used, or if the Tie is held indoors, the first match must start no later than 6.00pm on both days.

- 52.3 For Regional Group Events, the Host Nation must propose start of play times in the Host Application Form, which is subject to the approval of the ITF.

- 52.4 Changes to start and end of play times:

53.4.1 The Referee may amend the scheduled start and end times of play (in consultation with the ITF) to ensure play will be completed under reasonable conditions, save that the Referee is not required to consult with the ITF when play is rescheduled due to bad weather.

53.4.2 The start times for play may be varied by the ITF in consultation with relevant commercial partners in order to accommodate any television or other agreements. For the Finals, this will be agreed between the ITF, the Finals Host Nation and the Referee. If the Tie/Event is being hosted by a Home/Host Nation, the ITF will first consult with the Home/Host Nation, and will give full consideration to factors important to the success of the Tie within the Home/Host Nation.

### **53 Interval between matches**

53.1 Unless decided otherwise by the Referee, and subject to Regulation 53.2, singles matches will be scheduled as follows:

54.1.1 for the Finals and Regional Groups:

54.1.1.1 singles matches will follow each other directly; and

54.1.1.2 there shall be a maximum interval of 30 minutes between any singles and doubles matches played on the same day (reduced to 20 minutes if neither Player from the second singles match is playing in the doubles match).

54.1.2 for Home or Away Ties:

54.1.2.1 there shall be an interval of 15 minutes between any two singles matches played on the same day; and

54.1.2.2 there shall be an interval of 30 minutes between any doubles and singles matches played on the same day (reduced to 20 minutes if none of the Players from the doubles match are playing in the third singles match).

53.2 If a Player is required to play two matches in the same day because of a change of schedule (for example bad weather or other unavoidable circumstances), the Referee may extend the interval between two matches (notwithstanding Regulation 53) to give the Player a longer rest period, provided that the interval between the two matches does not exceed two hours (with the maximum time to be afforded only in exceptional circumstances).

### **54 Persons permitted on court**

54.1 No person other than the Players/Captains competing in the match, the Officials officiating the match and the ball persons may be on court during the course of a match without the Referee's permission.

### **55 Captain's role on court**

55.1 The Captain will sit on the court beside the chair of his team. He may not move away from that area. He may talk to his team, to the Chair Umpire and to the Referee. He may not talk to any Line Umpires.

### **56 Medical and toilet breaks**

56.1 Schedule 5 sets out the conditions for medical and toilet breaks during a match.

## L. HOW A TIE/EVENT IS DECIDED

### 57 Qualifiers, World Groups I and II and Play-offs (Home or Away format)

#### 57.1 *Order of play*

57.1.1 Subject to Regulations 57.1.2 and 57.1.3, the order of play will be:

Day 1:

1. first singles match (number one Player v number two Player; or vice versa depending on the Tie Draw)
2. second singles match (reverse singles)

Day 2:

3. doubles match
4. third singles match (number one Player v number one Player)
5. fourth singles match (number two Player v number two Player)

57.1.2 The order of play for Day 1 will be determined by the Tie Draw. The names of four singles Players will be included in the Draw and one Player's name will be drawn. That Player will play in the first singles match against the Player with the opposite ranking (i.e. if the Player drawn is ranked number one for his Nation, he will play the Player ranked number two for the opposing Nation; if the Player drawn is ranked number two for his Nation, he will play the Player ranked number one for the opposing Nation).

57.1.3 The Referee may change the order of the doubles match. However, prior to making such a decision, the Referee must endeavour to obtain the approval of the Executive Director.

#### 57.2 *Scoring*

58.2.1 The Nation that wins the majority of matches in the Tie will be declared the winner of the Tie.

#### 57.3 *Dead match policy*

58.3.1 If the third match (doubles) is decisive, only the fourth match must be played. The fifth match will not be played unless both Nations and the Referee agree.

58.3.2 If the fourth match (third singles) is decisive, the fifth match will not be played unless both Nations and the Referee agree.

- 58.3.3 If the fourth match is not completed (due to injury, etc), the Referee may require the Nations to play the fifth match.
- 58.3.4 Any dead match played pursuant to this Regulation 57.3 will be played to the best of three sets, with a 10-point match tie-break in the third set and regular ad scoring.
- 58.3.5 The Referee will make all decisions relating to the implementation of this Regulation.

## **58 Regional Groups**

### **58.1 *Order of play***

59.1.1 The order of play for each Tie in the Event will be, over one day:

1. first singles match (number two Player v number two Player)
2. second singles match (number Player one v number one Player)
3. doubles match

### **58.2 *Scoring***

59.2.1 The Nation that wins the majority of the matches in the Tie will be declared the winner of that Tie and awarded one point.

59.2.2 When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless the Referee decides that it not practicable due to an unavoidable hindrance. When a knock-out format is used, where a result has been obtained after the singles matches the Referee may decide to cancel the doubles match.

59.2.3 The final standings in each group shall be determined by the following count-back calculation (i.e. determined by the first of the following methods that applies, following the order set out below):

59.2.3.1 Greatest number of points.

1.1.5.1 If two Nations are tied with an equal number of points, head-to-head results.

59.2.3.2 If three or more Nations are tied with an equal number of points, the following metrics are applied to decide the winner (in the order set out below):

- (a) any Nation that has not played in all Ties in its round robin group is automatically eliminated
- (b) highest percentage of matches won;
- (c) highest percentage of sets won from all matches played;

- (d) highest percentage of games won from all matches played; then finally
- (e) the Nations' positions on the Davis Cup Nations Ranking on the Monday of the week of the Event.

59.2.3.3 The count-back calculation in Regulation 59.2.3.3 will continue until one of the following scenarios occurs:

- (a) all of the Nations that were previously tied can be distinguished by the same metric, in which case the Nations will be ordered in accordance with that metric and there shall be no consideration of the head-to-head record; or
- (b) one or more of the Nations is distinguished from the other Nations such that only two Nations remain tied, at which point the tie between those two Nations will be broken by their head-to-head record.

59.2.4 In the event that a Nation withdraws from the Event prior to completing all of the Ties in its round robin group, any points earned against the withdrawing Nation will not be counted in the count-back calculation. (For example, if Nation A beats Nation B, where the former has not yet played Nation C, and Nation B withdraws, the score from the match between Nation A and B will not be included in the count-back calculation).

59.2.5 The ITF will announce the format for determining the overall winner of the Event in advance of the Event. The ITF may determine the format at its discretion. The possible formats include:

59.2.5.1 The winner is based on the Nation that has the greatest number of points following the round robin, determined in accordance with the count-back calculation in Regulation 59.2.3.

59.2.5.2 The round robin is followed by a play-off between the winners or other top-placed finishers (as specified by the ITF) of each round robin group.

## **60 Finals**

### **60.1 Schedule**

60.1.1 Unless otherwise stated, the ITF shall determine the schedule of play. Decisions regarding the schedule are not appealable.

## 60.2 ***Order of play***

60.2.1 The order of play for each Tie in the Finals will be over one day as follows:

1. first singles match (number two Player v number two Player)
2. second singles match (number one Player v number one Player)
3. doubles match

## 60.3 ***Scoring – Finals***

60.2.1 In the Quarter-Final, Semi-Final and Final Ties, the Nation that wins the majority of matches in the Tie will be declared the winner of the Tie.

### **60.3 Dead match policy for Finals**

60.4.1 In the Quarter-Finals and Semi-Finals, if the second match is decisive, the doubles match must still be played unless both Nations and the Referee agree otherwise.

60.4.2 Any dead doubles match played pursuant to Regulation 60.4.1 will be played to the best of three sets with a 10-point match tie-break in the third set and regular ad scoring.

60.4.3 In the Final, if the second singles match is decisive, the doubles match will not be played. The Closing Ceremony and Trophy presentation will take place immediately after the second singles match.

60.4.4 The Referee will make all decisions relating to the implementation of this Regulation.

## **61 Consequences if play called off due to bad weather or other unavoidable hindrance or circumstances**

61.1 Where play is called off due to bad weather or any other unavoidable hindrance:

61.1.1 if a result has been obtained, Nations are not required to complete the Tie and/or Event unless decided otherwise by the Referee.

61.1.2 if a result has not been obtained:

61.1.2.1 For any Home or Away Tie or Regional Group and for the Finals, Nations must stay and play for two further days if necessary to conclude the Tie/Event or applicable stage of the Finals (until eliminated). If the Tie/Event or Finals (as applicable), has not been concluded after those two days, every effort must be made to conclude it on a further third or fourth day.

61.1.2.2 If a Player's other commitments make it impossible for him to stay longer than two days after the initially-scheduled completion date, then the Referee will postpone the Tie/Event or Finals (as applicable). The ITF (in consultation with the Davis Cup Committee where necessary) will then notify the Nations concerned of the new date by which any outstanding Tie(s) must be played and concluded.

61.1.2.3 Failure to conclude a Tie/Event or the Finals as provided in Regulation 61.1.2 may result in one or more participating Nations being defaulted.

61.2 Consequences if play called off due to the other unavoidable circumstances:

61.2.1 Where play is interrupted due to circumstances outside the Host/Home Nation's control, including, on-site exposure to Covid-19, or government decree, the Referee, in consultation with the ITF Executive, may call off a Tie and/or Event.

61.2.2 Where the Referee calls off a Tie and/or Event pursuant to Regulation 61.2.1:

61.2.2.1 if a result has been obtained, Nations are not required to complete the Tie and/or Event.

61.2.2.2 if a result has not been obtained, the Referee will postpone the Tie. The ITF (in consultation with the Davis Cup Committee where necessary) will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

## **62 Scoring if match is a walk-over or started and not completed**

62.1 If a match is a walk-over (i.e. a player defaults before play is started), the score must be recorded as 6-0, 6-0.

62.2 If a match is started but not completed, the full score must be recorded. (For example, if Player A leads over Player B by 6-1, 4-3 when Player B is injured and unable to continue, Player A's victory must be recorded as 6-1, 6-3).

## **63 Default in the event of a no-show**

63.1 If a Nation is due to participate in the Competition and either fails to send a team to compete in a Tie/Event or their team fails to arrive on-site for and/or compete in a Tie:

63.1.1 it will be defaulted from the Tie;

63.1.2 it will be defaulted from the remainder of the Event, unless decided otherwise by the Referee;

63.1.3 it will be defaulted from the remainder of the Competition, unless decided otherwise by the ITF IAP;

63.1.4 it may, on application by the ITF, be subject to a fine imposed by the ITF IAP;

63.1.5 (for a No Show in the Finals or a Home or Away Tie) it will be liable for all reasonable expenses incurred by the ITF, or the Finals Organiser and the other Nation(s) participating in the Tie/Event up to the date when notice of default was received by the ITF (as determined by the ITF IAP);

63.1.6 it will not be eligible to participate in the next one or more editions of the Davis Cup competition at the ITF IAP's discretion; and

63.1.7 (for a No Show in the Finals) it may be relegated to a lower group for the next edition of the Davis Cup competition that it participates in (as determined by the ITF IAP).

63.2 Any claim for reasonable expenses under this Regulation must be made within two months of the date fixed for the conclusion of the Tie/Event. In the event of disagreement, the ITF IAP will determine the amount of reasonable expenses to be paid by the defaulting Nation.

63.3 The defaulting Nation will be allowed one month from the date of the decision of the IAP to pay any monies due under this Regulation 63 (if applicable). It will not be eligible to participate in any future edition of the Davis Cup competition until such sums payable have been paid in full.

## **M. CEREMONIES**

### **64 ITF approval**

64.1 The location and timing of any ceremonies are subject to the ITF's prior approval.

### **65 Opening Ceremony**

65.1 An Opening or Team Presentation Ceremony (where the Players/Captains are introduced on court) must take place on the first day of the Tie/Event (and every day of the Finals), save that it is optional for Regional Group Events.

### **66 Team Presentation Ceremony**

66.1 A Team Presentation Ceremony may also take place in Home or Away Ties only if both Nations participating in the Tie agree. If so agreed, it must take place on the second day of the Tie.

## **67 Trophy and Closing Ceremony**

- 67.1 The trophy presented by Mr. Dwight F. Davis in 1900 will be awarded to the winner of the Final (the Trophy) during the Closing Ceremony, which is to take place immediately after the completion of the Final.
- 67.2 The winning Nation may keep the Trophy in its possession until a date specified by the ITF in the year following the Final. After the Final, it is the responsibility of the winning Nation to arrange for the shipment of the Davis Cup Trophy:
- 67.2.1 back to its country or territory, clearing the Trophy through customs and paying any costs incurred; and
- 67.2.2 to the ITF the following year so that it is received no later than the date specified by the ITF, clearing the Trophy through customs and paying any costs incurred.
- 67.3 The Trophy will at all times remain the property of the ITF. Nations must comply (and must ensure that any Team Member or third party handling the Trophy complies) with the Davis Cup Trophy Protocol.

## **N. COMMERCIAL AND FINANCIAL RIGHTS/OBLIGATIONS**

### **68 Commercial and financial rules**

- 68.1 The commercial and financial rights and obligations of Nations and Team Members are set out in Schedule 2, the Hosting Manual, the Commercial Letter(s) and the Financial Letter.

## **O. INTEGRITY**

### **69 Anti-Doping**

- 69.1 The Tennis Anti-Doping Programme (the TADP, available for download at [www.itia.tennis](http://www.itia.tennis)) applies to the Competition, and testing may be conducted during the Competition in accordance with the TADP. Each Nation and Team Member, and each Player Support Person (as defined in the TADP), shall be deemed to have agreed to be bound by and to comply with all of the provisions of the TADP.
- 69.2 Re-assessment of results:
- 69.2.1 If any Player's results in the Competition are disqualified pursuant to the TADP, those results will not be re-assessed for the purposes of the Competition, except that any wins by the Player (or by a doubles pair including the Player) in the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead matches in which the Player would have played will be awarded to the opposing Nation of such Player.

69.2.2 If such re-assessment results in the Nation that originally lost the Final being declared the winner:

69.2.2.1 the Nation that originally won the Final must repay to the ITF the difference between the Participation Payment it received for winning and the Participation Payment paid to the Nation that originally lost the Final;

69.2.2.2 the other Players from the original winning Nation must return the difference between the Player Prize Money paid to the Players of the winning Nation and that paid to the Players of the runner-up Nation; and

69.2.2.3 the amounts under Regulations 69.2.2.1 and 69.2.2.2 will be paid to the new winning Nation and Players only once the ITF receives the repayments.

69.3 Forfeiture of Nation's Participation Payment:

69.3.1 Where a Player's results in any Tie are disqualified pursuant to the TADP, that Player's Nation must repay to the ITF the following proportion of its Participation Payment (after deducting any payment paid to that Nation's Players) within the deadline specified by the ITF:

69.3.1.1 For Finals and Regional Groups: the proportion is equal to the number of matches played by the Player divided by the total number of matches played by the Player's Nation.

69.3.1.2 For Qualifiers, World Groups I and II and Play-offs: the proportion is 20% per singles match and 10% per doubles match played by the Player.

69.4 Forfeiture of prize money and Player Prize Money:

69.4.1 Where a Player's results in any Tie are disqualified pursuant to the TADP, the Player will forfeit any prize money and Player Prize Money he actually received (or is owed).

69.4.1.1 If the Player participated in a Tie/Event where Player Prize Money is paid, he must repay that to the ITIA.

69.4.1.2 If the Player received prize money paid to him by his Nation, the Nation must repay the prize money to the ITIA.

69.4.2 The Player and/or his Nation (as applicable) must repay the Player Prize Money and/or prize money to the ITIA within a deadline specified by the ITIA. The Player and/or Nation (as applicable) must provide proof of the Player Prize Money and/or prize money actually received or paid/owed. In the event that a Player or Nation cannot establish to the satisfaction of the ITIA how much money the Player actually received, the Player Prize

Money and/or prize money (as defined in the TADP) to be forfeited under the TADP will be based on the same proportions as set out in Regulation 1.

69.4.3 Where the Player and/or Nation fail(s) to provide proof of the Player Prize Money and/or prize money received or paid/owed that is satisfactory to the ITIA, the ITIA may conduct an investigation to determine that amount, including by making a written demand to the Player and/or his Nation to furnish any evidence the ITIA considers relevant to its investigation (including bank statements and/or signed witness statements). Where the ITIA establishes that the amount of Player Prize Money and/or prize money actually received by or owed to the Player exceeds the amount of Player Prize Money and/or prize money that would have been deemed forfeited under Regulation 69.4, the ITIA may require the Nation to pay the actual amount received/owed.

## **70 Anti-corruption**

70.1 The Tennis Anti-Corruption Program (available for download at [www.itia.tennis](http://www.itia.tennis)) applies to the Competition. Each Nation, Team Member and any other Covered Person (as defined in the Tennis Anti-Corruption Program) shall be deemed to have agreed to be bound by and to comply with all of its provisions.

## **P. INVESTIGATIONS AND RECIPROCITY**

### **71 ITF power to investigate potential breaches**

71.1 The ITF has the power to conduct investigations into any potential breach of the Regulations.

71.2 Nations and any person bound by the Regulations must cooperate fully with investigations conducted pursuant to this Regulation 71. In cases of refusal or failure to cooperate without compelling justification, disciplinary proceedings may be brought against the Nation and/or person concerned before the Independent Tribunal (sitting as a first instance body), and if the Independent Tribunal finds that there has been such refusal or failure without compelling justification then it shall impose upon the Nation and/or Team Member such sanctions as it sees fit.

71.3 The ITF may make a written demand to a Nation and/or any person bound by the Regulations to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a breach of the Regulations, including requiring a representative of the Nation and/or the person concerned to attend an interview and/or to provide a written statement setting forth his knowledge of the relevant facts.

71.4 The ITF may in its absolute discretion share information concerning any complaint against any person bound by the Regulations with, and/or may conduct an investigation in conjunction with, any other tennis organisation or any other relevant authorities. The ITF may also refer the complaint and/or any information received during the course of its investigations or proceedings to any authorities it considers appropriate in its absolute discretion. The ITF may, where it deems appropriate, stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

## **72 Reciprocity**

72.1 Defined terms used in this Section are:

72.1.1 Tennis Organisation means any organisation involved in the governance, regulation, sanctioning, organization, or administration of tennis, including but not limited to the Women's Tennis Association, Association of Tennis Professionals, Grand Slam Tennis, and each National Association;

72.1.2 Disciplinary Sanction means a suspension, ineligibility or other sanction issued against a Nation or Covered Person (as defined in Article IV - ITF Welfare Policy) pursuant to a conduct or disciplinary process, under a code of conduct or disciplinary policy (including where some or all of the sanction is suspended, but strictly excluding monetary fines);

72.1.3 Reciprocate means the affirmation, modification or extension of a Disciplinary Sanction;

72.2 The ITF reserves the right to ask the ITF IAP to Reciprocate with respect to any or all Ties/Events a Disciplinary Sanction issued against a Nation or Covered Person either (i) by or on behalf of the ITF pursuant to any ITF code or policy, or (ii) by any other Tennis Organisation or relevant authority.

72.3 When considering whether to Reciprocate a Disciplinary Sanction, the IAP will have regard to the following matters:

72.3.1 Whether the decision to impose the suspension or Disciplinary Sanction was so unreasonable as to be manifestly excessive or unduly lenient;

72.3.2 Whether the disciplinary proceedings that resulted in the Disciplinary Sanction were procedurally unfair or contrary to natural justice, having regard to all the circumstances.

72.4 A decision by the IAP to Reciprocate a Disciplinary Sanction may be appealed by the Nation or Covered Person and/or the ITF to the Independent Tribunal, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the Independent Tribunal's decision).

72.5 The ITF shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person or Nation with and/or conduct an investigation in conjunction with any Tennis Organisation or any other relevant authorities. The IAP may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities they consider appropriate in their absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of an investigation being conducted by any Tennis Organisation and/or any relevant authority.

## **Q. DISPUTES AND ENFORCEMENT OF REGULATIONS**

### **73 On-site enforcement**

73.1 The Referee is responsible for enforcing the Rules and Regulations on site.

### **74 First instance proceedings**

#### **74.1 Referee**

74.1.1 The Referee has exclusive jurisdiction, in the first instance, over the following matters:

74.1.1.1 unless expressly referred elsewhere in the Code of Conduct, an allegation that a Team Member has committed an offence under the Code of Conduct that is not a Major Offence or a breach of the Welfare Policy;

74.1.1.2 any disputes or questions of interpretation that arise on site at any Ties/Events in relation to the Rules and Regulations; and

74.1.1.3 any other decisions, disputes, questions of interpretation or other matters that are entrusted under the Rules and Regulations to the Referee.

74.1.2 Unless expressly provided otherwise, there is no right of appeal from the Referee's decisions.

#### **74.2 Davis Cup Committee**

74.2.1 The Davis Cup Committee (or its delegate) will decide any issues entrusted to it under these Regulations. Unless expressly provided otherwise, there is no right of appeal from its decisions.

### **74.3 Board, ITF Executive or other designated person/entity**

74.3.1 The Board, ITF Executive and any other person/entity designated under these Regulations may decide any issues entrusted to them (respectively) under these Regulations. Unless expressly provided otherwise, there is no right of appeal from their respective decisions.

### **74.4 ITF Internal Adjudication Panel**

74.4.1 The ITF IAP has exclusive jurisdiction, in the first instance, over the following matters:

74.4.1.1 any request for a decision that is expressly entrusted under the Rules and Regulations to the ITF IAP;

74.4.1.2 any dispute or question about the proper interpretation of these Regulations (save in respect of any matters that arise on site during the Competition, which fall under the jurisdiction of the Referee);

74.4.1.3 any dispute or question about Player/Captain eligibility arising under the Regulations;

74.4.1.4 any allegation that a Team Member or other person or entity bound by the Regulations has failed to comply with any other aspect of the Rules and Regulations (unless expressly referred elsewhere); and

74.4.1.5 any other dispute arising out of or relating in any way to the Regulations that is referred to it by the Board (and if the matter referred under this Regulation involves a challenge of a decision, the ITF IAP shall have supervisory jurisdiction in accordance with the IAP Procedural Rules).

74.4.2 Any disputes referred under these Regulations to the ITF IAP must be referred to the ITF within 14 days of the Nation or person concerned becoming aware of the dispute. Any failure to meet that deadline shall constitute a waiver of all rights in respect of the dispute, unless decided otherwise by the ITF IAP.

74.4.3 The ITF IAP has appellate jurisdiction over decisions of the Referee as to which the Rules and Regulations provide an express right of appeal.

74.4.4 The ITF IAP shall conduct all proceedings before it in accordance with its Procedural Rules.

74.4.5 Decisions of the ITF IAP are final and binding on all parties unless specified otherwise in ITF Rules and Regulations, and may only be challenged by way of appeal as set out in Regulation 77.

## **74.5 *Independent Tribunal***

74.5.1 The Independent Tribunal has exclusive jurisdiction, in the first instance, over the following matters:

74.5.1.1 request for a decision that is entrusted under the Rules and Regulations to the Independent Tribunal;

74.5.1.2 any allegation arising in relation to the Competition of a breach of:

- (a) the Tennis Anti-Doping Programme;
- (b) the Code of Conduct for a Major Offence;
- (c) the Welfare Policy; and

74.5.1.3 any other dispute arising out of or relating in any way to the Regulations that is referred to it as a first instance body by the Board or the ITF IAP (and if the matter referred under this Regulation involves a challenge of a decision, the Independent Tribunal shall have supervisory jurisdiction in accordance with the Independent Tribunal Procedural Rules).

74.5.2 The Independent Tribunal shall have exclusive appellate and supervisory jurisdiction over decisions of the ITF IAP under the Regulations (save where provided otherwise in ITF Rules or the IAP Procedural Rules e.g. for decisions of that panel on appeals against decisions of the Referee, as to which there shall be no right of appeal). The Independent Tribunal may also hear any other appeals and challenges expressly referred to it under the Rules and Regulations. Where there is a right of appeal to the Independent Tribunal, the parties may agree to waive the first instance proceedings and instead have a single (first instance) hearing before the Independent Tribunal, with no further right of appeal from its decision.

74.5.3 The Board or the ITF IAP may (where it deems it appropriate) refer any matter under Regulation 74.4 to the Independent Tribunal. The Independent Tribunal will sit as a first instance body, but there shall be no right of appeal against the Independent Tribunal's decision.

74.5.4 The Independent Tribunal will conduct all proceedings before it in accordance with its Procedural Rules.

74.5.5 Decisions of the Independent Tribunal sitting as a first instance tribunal may only be challenged by way of appeal to the CAS, as set out in the Independent Tribunal Procedural Rules.

74.5.6 Decisions of the Independent Tribunal sitting as an appellate body are final and binding, with no further right of appeal to any further body.

#### **74.6 *Anti-Corruption Officer***

74.6.1 The Anti-Corruption Officer has exclusive jurisdiction, in the first instance, over any allegation in relation to the Competition of a breach of the Tennis Anti-Corruption Program.

74.6.2 Decisions of the Anti-Corruption Officer may be appealed as set out in the Tennis Anti-Corruption Program.

### **75 Provisional suspensions**

75.1 Provisional suspensions may be imposed in accordance with Schedule 3 (Code of Conduct) Article III section C, and/or Schedule 4 (Welfare Policy) Article b(i), or where otherwise expressly provided in the Rules and Regulations (such as in the Tennis Anti-Doping Programme and Tennis Anti-Corruption Program).

### **76 Sanctions**

76.1 Where the ITF IAP and/or the Independent Tribunal (as applicable) upholds an allegation of breach of the Regulations, it may impose one or more of the sanctions below for such breach, unless the Regulations specify other specific sanctions for such breach:

76.1.1 a caution, reprimand and/or warning as to future conduct;

76.1.2 a fine payable by a specified date;

76.1.3 withholding of part or all of any payments otherwise due under Schedule 2, Articles 10-11;

76.1.4 disqualification/expulsion from the Competition and/or any specific matches, Ties and/or Events in the Competition, with all resulting consequences;

76.1.5 a specified period of ineligibility from participating in the Davis Cup competition, with all resulting consequences; and/or

76.1.6 such other sanction(s) as the Panel deems appropriate.

76.2 The ITF IAP and/or Independent Tribunal (as applicable) has the power to suspend all or any part of a sanction for a specified period, and to vacate the suspended sanction(s) at the end of that period if there have been no further breaches in the interim.

## 77 Appeals

### 77.1 Standard appeal procedure

77.1.1 Subject to any contrary provision in the Rules and Regulations, appeals must be brought within no later than 21 days after receipt of the decision in question.

77.1.2 Notwithstanding Regulation 1.1.1. above the ITF Executive or the IAP may reduce the 21 day appeal timeframe in exceptional circumstances, including but not limited to, where a decision needs to be rendered expeditiously to ensure the successful delivery of the Competition.

77.1.3 Subject to any contrary provision in the Rules and Regulations, appeals may (only) be brought by:

77.1.3.1 the person/Nation that is the subject of the decision being appealed;

77.1.3.2 the Nation of the person who is the subject of the decision being appealed;

77.1.3.3 any Nation that is directly affected by the decision being appealed; and/or

77.1.3.4 the ITF.

77.1.4 A Nation will not be 'directly affected' pursuant to Regulation 77.1.3.3 above based solely on it or its Players being a competitor of the person or organisation that is the subject of a decision sought to be appealed.

### 77.2 Expedited appeal procedure available for Finals

77.2.1 For the Finals, where a Referee makes a decision under Regulation 12.1.3.1 against a Team Member for misconduct, or a Team Member is defaulted from a Tie as a result of an On-site Offence, the group of Referees appointed for the Finals (or the Executive Director) shall have the power to remove the Team Member, or default the Player, for the remainder of the Finals, provided that (in the view of the Referees or Executive Director) such measure is required to protect the integrity and/or reputation of the Davis Cup competition, the ITF and/or the sport of tennis. A decision under this Regulation may be appealed by:

77.2.1.1 the Team Member that is the subject of the decision being appealed;

77.2.1.2 the Nation of the person who is the subject of the decision being appealed; and/or

77.2.1.3 the ITF.

77.2.2 Any appeal under this Regulation 77.2 during the Finals may be subject to the special expedited procedure set out below, provided that the requirements set out below are met:

- 77.2.2.1 In order for the special expedited procedure to apply, the Team Member/Nation concerned must provide written notification of his intention to appeal to the Executive Director (who will notify the Independent Tribunal and, unless already notified, the Nation of the Team Member concerned) within one hour of notification of the decision in issue. If the Executive Director considers that the one-hour deadline is not feasible in the circumstances, he may extend that deadline, but in any event it shall not exceed 24 hours following notification of the decision. No notice of intention to appeal is required for any appeal by the ITF.
- 77.2.2.2 The appellant must file a written notice of appeal as soon as practicable with the Executive Director (who will forward the appeal to the Independent Tribunal and, where applicable, the Nation of the person concerned), but in any event no later than 48 hours after notification of the decision in issue. The Independent Tribunal may invite the respondent and/or any other interested parties to file written response submissions within 24 hours (or less) of receipt of the notice of appeal.
- 77.2.2.3 Subject to Regulation 77.2.2.4, the Independent Tribunal will order an oral hearing to proceed on site (or other convenient location for the parties) as soon as reasonably practicable in the circumstances.
- 77.2.2.4 Subject to the approval of the Independent Tribunal, the parties to the appeal may agree to waive the right to an oral hearing, so that the Independent Tribunal renders a decision on the papers alone.
- 77.2.2.5 The parties may be assisted by a legal or other representative during the hearing, and may call witnesses.
- 77.2.2.6 The Independent Tribunal will issue a decision as soon as reasonably practicable after the hearing and/or receipt of written submissions. The Independent Tribunal may issue the operative part of the award in writing, with a written reasoned decision to follow later.
- 77.2.2.7 The Independent Tribunal has the power to vary the deadlines set out in this Regulation depending on the specific circumstances of the case. The Independent Tribunal will apply its Procedural Rules, amended as necessary to accommodate this special expedited procedure for the Finals.

77.2.3 If the person/Nation concerned does not request (or comply with the requirements for) the special expedited procedure set out above, he/it may still bring an appeal to the Independent Tribunal, in accordance with the standard appeal procedure under Regulation 76 (or other specific procedure provided in the relevant section of the Regulations). In such a case, the person/Nation concerned shall not be entitled to an expedited procedure under the Independent Tribunal's Procedural Rules, unless the Independent Tribunal decides otherwise based on the specific circumstances of the matter in issue.

## **78 Failure to pay fines**

78.1 A Nation that fails to pay a fine within three months will not be allowed to participate in further editions of the Davis Cup competition until the fine is paid in full, unless otherwise decided by the ITF IAP.

## **R. MISCELLANEOUS**

### **79 Communications**

79.1 Any communications required to be made by the ITF (or any of its representatives) under the Regulations to:

79.1.1 a Nation will be sent to the National Association of that Nation by post, email or otherwise at the ITF's discretion;

79.1.2 one or more of the Nation's Team Members, directors, officials, officers, members of staff, employees, contractors, agents, supporters or other representatives may be sent to the individual in question directly (by post, email or otherwise at the ITF's discretion) or to the National Association to which the individual is affiliated in accordance with Regulation 1 (in which case it will be the responsibility of the National Association to ensure that the communication is passed to the relevant individual(s)).

79.2 For the purposes of Regulation 79.1, a Nation and/or individual will be deemed to have received a communication from the ITF under these Regulations (a) if sent by email, on the business day such email is sent (or, if not sent on a business day, on the first business day after the day on which it is sent); and (b) if sent by post, three business days after the day upon which the notification is posted to the Nation and/or individual. For these purposes, a 'business day' means a day on which the banks are open for business in the country/territory of the Nation or (as applicable) in the country in which the individual is residing.

79.3 Any communications required to be made by a Nation to the ITF under the Regulations must, unless otherwise specified by the ITF, be made by email. The Nation may choose to send a copy by post to:

International Tennis Federation  
FAO Executive Director  
Bank Lane  
Roehampton  
London SW15 5XZ  
United Kingdom  
Email: executive.director@itftennis.com

## **80 Governing law and jurisdiction**

- 80.1 The Rules and Regulations and any dispute arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law, without regard to English law conflict of law principles.
- 80.2 Strictly subject to the alternate dispute resolution provisions set out in Regulations 73 to 77 or elsewhere in the Rules and Regulations, each Nation and each of its Team Members, directors, officials, officers, members of staff, employees, contractors, agents, and representatives agrees to submit any disputes or claims or other matters arising in relation to the Rules and Regulations (including any non-contractual disputes or claims) to arbitration before the CAS, to the exclusion of any other court or forum. Unless otherwise agreed, such disputes must be lodged within 21 days of the occurrence of the acts or omissions on which the claim or dispute is based, or (if later) of the claimant's knowledge of such acts or omissions. Any claim or dispute involving the ITF as a respondent party that constitutes a challenge to a decision made by or on behalf of the ITF under the Rules and Regulations shall be determined by the CAS exercising a supervisory jurisdiction only.

## **81 Waiver of claims and limitation of liability**

- 81.1 Subject to Regulation 81.3, by submitting an entry and/or participating in the Competition, each Nation and each of its Team Members agrees to waive all claims of any kind, nature and description, for themselves and for their executors, administrators, heirs and personal representatives, including past, present and future claims, for:
- 81.1.1 any injuries, losses or damages sustained in travelling to and/or from the Competition venue; and/or
- 81.1.2 participating in the Competition;
- against each of the ITF (and its designees), the Finals Organiser, Home/Host Nations, Sponsors and any other commercial partners.
- 81.2 The ITF bears no liability to any Nation (or any of its Team Members) or any other persons or entities for any loss incurred as a result of a delayed, cancelled or rescheduled match, Tie and/or Event.

81.3 Nothing in the Regulations excludes or limits the liability of the ITF (and its designees), the Finals Organiser, Home/Host Nations or Sponsors or other commercial partners (i) for death or personal injury caused by their (respective) negligence; (ii) for fraud; or (iii) to the extent that such exclusion or limitation is not permitted by applicable law.

## **82 Severability**

82.1 A ruling by a competent authority that any provision of the Regulations is invalid or unenforceable shall not affect the legal enforceability of the Regulations as a whole. Instead, such provision shall be replaced by the ITF with a valid and enforceable replacement provision as close as possible in effect to the replaced provision.

## **83 Matters not provided for**

83.1 Where a matter arises for which provision has not been made in the Regulations, the Board will provide for the matter as it sees fit.

## SCHEDULE 1: DEFINITIONS AND INTERPRETATION

S1.1 The following words or terms have the following meanings when used in the Rules and Regulations:

**Annual General Meeting:** as defined in the ITF Constitution.

**Anti-Corruption Officer:** means the position described in Regulation 74.6.

**Application to Host Form:** the form to be completed by any Nation wishing to apply to host a Regional Group Event.

**ATP:** Association of Tennis Professionals.

**Board:** the Board of Directors of the ITF.

**Captain:** any captain (whether playing or non-playing) nominated by a Nation to participate in one or more Ties and/or Events in the Competition.

**Captains' Meeting:** a meeting called by the Referee with the Captains of the two Nations participating in a Tie, or the Captains of all Nations participating in the Event, as described in Regulation 46.

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

**Chair Umpire:** the on-court official responsible for calling the score and otherwise officiating a match. The Chair Umpire may be 'neutral' (i.e. from a different country than the two Nations in the match) or 'non-neutral' (from the same country as one of the two Nations in the match).

**Change of Selection Deadline:** the deadlines for changing singles and doubles Player selections set out in Regulation 42.

**Chief Umpire:** the on-site official responsible for assisting the Referee and managing and overseeing the Line Umpires appointed for any Tie/Event.

**Choice of Ground:** as defined in Regulation 30.2.

**Closing Ceremony:** the Trophy presentation ceremony held on court immediately after the conclusion of the Final, as described in Regulation 67.

**Code of Conduct:** the code of conduct set out at Schedule 3.

**Commercial Letter:** the letter(s) sent by the ITF to participating Nations no later than eight weeks before each Tie/Event setting out details of the commercial and operational requirements to be fulfilled by participating Nations and the way in which the participating Nations may be permitted to exercise rights in the Competition.

**Commercial Rights:** as defined in Schedule 2, Article 1.1.

**Competition:** as defined in Regulation 1.2.

**Court Pace Rating:** the pace of a court surface, determined in accordance with the Rules of Tennis.

**Covered Person:** as defined in the preamble to the Welfare Policy.

**Davis Cup:** the annual international men's team tennis tournament known by that name, being an official team competition of the ITF.

**Davis Cup Committee (or DCC):** the body appointed by the ITF to manage the Davis Cup competition, which has the powers and duties set out in Regulation 5.

**Davis Cup Nations Ranking:** the ranking of a Nation in the Competition, published at: [www.daviscup.com/en/rankings/current-rankings.aspx](http://www.daviscup.com/en/rankings/current-rankings.aspx)

**Davis Cup Trophy Protocol:** the protocol established by the ITF regarding the handling of the Trophy, as amended from time to time.

**Electronic Line Calling (or ELC):** a method of determining the impact location between a ball and court surface, normally with respect to service lines and court boundaries without assistance from a Chair Umpire or Line Umpires.

**Electronic Line Calling System:** the collective hardware and software used to make electronic line calls and provide feedback.

**Entry Deadline:** 3pm GMT on 24 July 2025.

**Event:** a series of Ties played between more than Two Nations (with a play-off or knock-out format) played within a one week period.

**Event Committee:** as described in Regulation 8.

**Event Draw:** the draw that will take place at Regional Group Events to determine the composition of the round robin groups.

**Event Sponsor:** a company or other entity appointed by a Host Nation as a sponsor of a Regional Group Event.

**Executive Director:** the person appointed by the ITF with the powers and duties set out in Regulation 6.

**Final:** the final round of the Competition, contested by two Nations for the Trophy.

**Finals:** the top level of the Competition held over a period of one week, consisting of Quarter-Finals, Semi-Finals and the Final.

**Finals Draw:** the draw for the Finals.

**Finals Host Nation:** the Nation in which the Finals is being hosted.

**Finals Organiser:** a third party appointed by the ITF to organise the Finals.

**Financial Letter:** the letter sent by the ITF to participating Nations setting out further details of the financial requirements and benefits applicable to participating Nations.

**Global Partner:** a company or other entity to which the ITF (or its designee) grants a package of rights relating to part or all of the Competition;

**Grand Slam Tennis:** the body responsible for co-ordination between the four Grand Slam tournaments.

**Gross Receipts:** all monies received by a Home Nation in respect of admissions to the grounds, courts and stands at the Tie venue after the deduction of any government and/or municipal taxes (such deductions not exceeding 20% of the gross receipts).

**Home or Away:** the format for Ties in the Qualifiers, World Groups I and II and Play-offs, where the location of each Tie is determined in accordance with Choice of Ground principles (Regulation 30.2), and where each Tie has a Home Nation (hosting the Tie) and a Visiting Nation (save if Regulation 30.2.5.2 applies).

**Home Nation:** a Nation responsible for hosting a Home or Away Tie in the Qualifiers, World Groups I and II or Play-offs, determined in accordance with Regulation 30.2.

**Home Nation Rights:** as defined in Schedule 2, Article 19.1

**Host Application Deadline:** to be determined from time to time by the ITF Executive and notified in advance to the Nations participating in that Event.

**Host Nation:** a Nation responsible for hosting a Regional Group Event.

**Hosting Manual:** a manual issued by the ITF, setting out the requirements for organising Ties/Events in the Competition.

**Hosting Requirements:** a document issued by the ITF, setting out the hosting requirements for Regional Group Events.

**Independent Doctor:** an independent medical doctor appointed for a Tie/Event in accordance with Regulation 11, and with the responsibilities (among others) set out in Schedule 5.

**Independent Tribunal:** an independent and impartial tribunal appointed in accordance with the Independent Tribunal's Procedural Rules.

**IAP:** see ITF Internal Adjudication Panel.

**IPIN (International Player Identification Number):** a number given to a Player upon registration for an ITF IPIN membership.

**ITF:** ITF Limited (t/a the International Tennis Federation), responsible for the regulation of the Davis Cup competition (including the contents of the Regulations), and/or ITF Licensing (UK) Limited, which owns all the commercial rights in (and the rights to operate and manage) the Davis Cup competition, and/or their designees.

**ITF Constitution:** the memorandum of association, articles of association and bye-laws of the ITF, as amended from time to time, available at [www.itftennis.com/en/about-us/governance/rules-and-regulations/constitution](http://www.itftennis.com/en/about-us/governance/rules-and-regulations/constitution)

**ITF Duties and Procedures for Officials:** the rules of procedures and duties for Officials issued by the ITF, as amended from time to time.

**ITF Event Manager:** the person appointed by the ITF, with the powers and duties set out at Regulation 12.2.

**ITF Executive:** the executive staff members of the ITF responsible for the organisation of professional tennis events.

**ITF Internal Adjudication Panel:** an internal hearing panel appointed in accordance with the ITF Internal Adjudication Panel's Procedural Rules.

**ITF World Tennis Number (WTN):** a rating based upon an assessment of results from an extended period back to produce a number on a scale from 40 (closer to beginner) to 1 (closer to pro) with all numbers appearing to two (2) decimal places.

**ITFL:** ITF Licensing (UK) Limited.

**ITIA:** the International Tennis Integrity Agency.

**Line Umpire:** the match-court official responsible for making line calls (among other things). Where Live ELC is in use, Line Umpires will be in reserve and available in the event of a failure with the Live ELC.

**Live ELC:** an Electronic Line Calling System which is accredited by the ITF to provide near instantaneous line calls for all 'out' calls using audio and/or visual feedback.

**Major Offence:** the offences set out at Schedule 3 (Code of Conduct), Article III.

**Media Manager:** the person appointed to manage the media at a Tie/Event with the powers and duties set out in Regulation 12.5.

**Medical Time-Out:** as described in Schedule 5.

**Members:** as defined in the ITF Constitution.

**Nation:** has the same meaning as 'National Association'.

**National Association:** a member association of the ITF, representing one country or territory, including its officers, directors, employees, representatives, consultants, agents and volunteers, as well as the team representing it in the Davis Cup competition.

**Neutral Ground:** location for a Home or Away Tie that is not in the country of either the Home Nation or Visiting Nation (i.e. a neutral venue), as described in Regulation 30.2.

**No Show:** as defined in Regulation 63.

**Official:** includes any match officials appointed by the ITF (or its designee) or a Home/Host Nation, including the Referee, Chair Umpires (whether neutral or non-neutral), Chief Umpires, Line Umpires and the Review Official.

**Official Dinner:** an official dinner that may be held by the organiser of a Tie/Event.

**Official Functions:** include the Captains' Meeting, Pre-Draw Press Conference, Pre-Tie Function, Post-Draw Press Conference, on-court ceremonies (including the Opening Ceremony, Team Presentation Ceremony and Closing Ceremony), Official Dinner, and any Official Welcome Event.

**Official Organiser:** the person appointed by a Home/Host Nation with the powers and duties set out in Regulation 12.3.

**Official Welcome Event:** an official event that may be held for the Finals.

**Official Sponsor:** a sponsor of the Competition and/or any Tie/Event in the Competition granted the right by the ITF (or its designee) to use the designation 'Official Sponsor'.

**Official Supplier:** a supplier of the Competition and/or any Tie/Event in the Competition granted the right by the ITF (or its designee) to use the designation 'Official Supplier'.

**Official Team Championship:** as defined in the ITF Constitution.

**Olympic Tennis Event:** the Olympic Games and those continental games from which an individual may qualify directly for the Olympic Games.

**On-site Offence:** the offences set out in Article II of the Code of Conduct.

**Opening Ceremony:** as described in Regulation 65.

**Participation Payment:** payment paid to Nations, which the Nation may then distribute to its Team Members as it wishes.

**Play-offs:** see definition for **World Group Play-offs** below.

**Player:** any tennis player nominated by a Nation to participate (or otherwise participating) in one or more Ties/Events in the Competition.

**Player Prize Money:** money paid to Players for specific rounds as set out in the Financial Letter.

**Player Selection Deadline:** as specified in Regulation 42.1.

**Player Support Team Member:** as defined in the preamble to the Welfare Policy.

**Point Penalty Schedule:** the point penalty schedule set out at Schedule 3 (Code of Conduct), section S.

**Post-Draw Press Conference:** as described in Regulation 50.

**Pre-Draw Press Conference:** as described in Regulation 47.

**Pre-Tie Function:** as described in Regulation 48.

**Procedural Rules:** the procedural rules of the ITF Internal Adjudication Panel and/or the procedural rules of the Independent Tribunal, both as amended from time to time.

**Qualifiers:** two rounds of knock-out Home or Away Ties consisting of Qualifiers 1<sup>st</sup> Round and Qualifiers 2<sup>nd</sup> Round.

**Qualifiers 1<sup>st</sup> Round:** a round of 13 knock-out Home or Away Ties contested by 26 Nations, the winners from which advance to the Qualifiers 2<sup>nd</sup> Round Ties and from which the losing Nations participate in World Group I.

**Qualifiers 2<sup>nd</sup> Round:** a round of 7 knock-out Home or Away Ties contested by 14 Nations, the winners from which advance to the Finals.

**Qualifiers Draw:** draw made up of two rounds (the Qualifiers 1<sup>st</sup> Round and Qualifiers 2<sup>nd</sup> Round) to determine which Nations will play each other in the Qualifiers.

**Quarter-Finals:** a round in the Finals contested by the eight Nations prescribed in Regulation 23.1.

**Questionnaire:** the form setting out various arrangements for the organisation of the Tie that are subject to the approval of the Davis Cup Committee.

**Questionnaire Deadline:** as specified in Regulation 28.

**Referee:** the referee appointed for a Tie/Event by the Davis Cup Committee or ITF (see Regulation 10.1) with the duties and powers set out under Regulation 9.

**Region:** a geographical zone in each of the Regional Groups, including (i) Europe/Africa (which for Regional Groups shall be further subdivided into a Europe Zone and an Africa Zone), (ii) the Americas, or (iii) Asia/Oceania.

**Regional Group:** any one of Group III-V (and any additional Group added under Regulation 25.1), which are different levels of the Competition below World Groups I and II (and **Regional Groups** shall refer to all such Groups in the Competition).

**Regulations:** as defined in Regulation 2.1.

**Related Person:** any Team Member; any management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Team Member; and any other person who receives accreditation to a Tie/Event at the request of a Team Member or any other Related Person.

**Review ELC:** an Electronic Line Calling System which is accredited by the ITF to provide an in/out decision for a selected ball impact after a point has ended.

**Review Official:** the match official responsible for reviewing the electronic line calling system on site.

**Rules and Regulations:** as defined in Regulation 2.2.

**Rules of Tennis:** the rules of tennis issued by the ITF, as amended from time to time.

**Security Guidelines:** the guidelines issued by the ITF from time to time, setting out requirements for security at Ties/Events.

**Security Officer:** the person appointed to manage security at a Tie/Event, with the duties set out in Regulation 12.4.

**Security Plan:** the form to be completed by Home/Host Nations and submitted to the ITF upon request, setting out detailed security plans and arrangements for a Tie/Event.

**Security Questionnaire:** the form to be completed by Home/Host Nations in relation to security arrangements for a Tie/Event.

**Semi-Finals:** a round in the Finals contested by the four Nations that win their Quarter-Final Ties.

**Sponsor:** includes the Title Partner, Global Partners, Team Sponsors and Tie Sponsors and any other Official Sponsor of the Competition.

**Sports Physiotherapist:** a physiotherapist appointed by the Host Nation for Regional Group Events or any physiotherapist engaged by a Nation and/or a Player to treat Player(s)/himself during the Competition.

**Statement of Accounts:** an account of the income and expenditures received/paid by a Home Nation in relation to a Tie that must be provided to the ITF in accordance with Schedule 2, Article 25.1.

**Team Member:** Players and Captains nominated by a Nation to participate (or otherwise participating in) the Competition and any extra players, coaches, trainers, medical and para-medical personnel, physiotherapists (and other physicians) and any other Player support personnel attending the Competition on behalf of a Nation and/or assisting a Player and/or Captain participating in the Competition.

**Team Nomination Deadline:** as specified in Regulation 38.1.

**Team Presentation Ceremony:** as described in Regulation 66.

**Team Sponsor:** an entity appointed by a National Association as a sponsor of its team.

**Tennis Anti-Corruption Program (or TACP):** the Tennis Anti-Corruption Program issued by the ITIA, as amended from time to time.

**Tennis Anti-Doping Programme (or TADP):** the Tennis Anti-Doping Programme issued by the ITIA, as amended from time to time.

**Tie:** a series of three or five matches (with one doubles match and the rest singles) played between two Nations in the Competition.

**Tie Draw:** a draw completed before a Tie to determine the order of play.

**Tie Sponsor:** a company or other entity appointed by a Home Nation as a sponsor of a Home or Away Tie/Event.

**Title Partner:** the company or other entity to which the ITF (or its designee) grants naming rights (and other rights, as agreed) to the Competition.

**Tournament Director:** the person appointed to represent the Finals in accordance with Regulation 9.

**Trophy:** as described in Regulation 67.

**Visiting Nation:** a Nation playing in a Home or Away Tie that is not responsible for hosting the Tie (i.e. that is not the Home Nation), determined in accordance with Regulation 30.2.

**Visiting Nation Team Host:** the person appointed by a Home Nation to assist a Visiting Nation during a Home or Away Tie, as described in Regulation 12.6.

**Welfare Policy:** the Welfare Policy set out at Schedule 4.

**Wild Card:** a Nation selected to play in the Qualifiers 2<sup>nd</sup> Round or Finals in accordance with Regulation 21.

**World Groups I and II:** two World Groups, which are different levels of the Competition below the Qualifiers (World Group I being the higher level).

**World Group I and II Draw:** the draws to determine which Nations will play Ties against each other in each Group of World Group I and II.

**World Group Play-offs:** a round of Ties played before the World Group I and II Ties to determine which Nations will play Ties in World Group I, World Group II and Regional Group III (also "**Play-offs**").

**WTA:** Women's Tennis Association.

- S1.2 The ITF may publish the Regulations in languages other than English. In the event of any discrepancy between the English language version of the Regulations and any other language versions of the Regulations, the English language version will govern.
- S1.3 Any words following the terms 'including', 'include', 'in particular', 'such as', 'for example', or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- S1.4 Unless specified otherwise, (i) references to a 'Regulation' refer to a numbered provision in the Regulations, (ii) references to a 'Schedule' refer to the schedules to the Regulations (which form an integral part of the Regulations), and (iii) references to 'Article' refer to a numbered provision in the Schedules.
- S1.5 References to provisions of the ITF Constitution or of the other Rules and Regulation will be deemed to include references to any successor provisions thereto as may be issued after the date these Regulations are issued.
- S1.6 Unless the context requires otherwise, references to the male sex ('he' and 'his') are to be deemed to encompass the female sex as well ('she' and 'her').
- S1.7 To the extent there is any inconsistency between the ITF Constitution on the one hand and these Regulations on the other hand, the ITF Constitution will govern.

## **SCHEDULE 2: COMMERCIAL AND FINANCIAL RULES**

### **A. OWNERSHIP OF RIGHTS**

#### **1 ITF rights**

- 1.1 Any and all rights of a commercial nature and any other exploitation of the Competition and/or any match, Tie and/or Event within the Competition, and all intellectual property rights associated with the Competition and/or any match, Tie and/or Event within the Competition, are owned by and vested in the ITF (the **Commercial Rights**).
- 1.2 The ITF has absolute discretion with respect to the Commercial Rights. It may exploit all or some of the Commercial Rights itself; it may authorise others to exploit all or some of the Commercial Rights; and/or it may decide not to exploit (and not to allow others to exploit) some of the Commercial Rights. The ITF may also appoint one or more commercial representatives to act as a broker or agent on behalf of the ITF with respect to some or all of the Commercial Rights.
- 1.3 Save where expressly provided to the contrary in this Schedule 2 or otherwise in the Rules and Regulations, all of the Commercial Rights will be reserved in their entirety to the ITF and/or its designees, and all of the revenues arising from the exploitation of the Commercial Rights will accrue to the ITF and/or its designees.
- 1.4 All references in this Schedule 2 to 'the ITF' shall be deemed to mean 'ITFL'.

#### **2 Nation rights**

- 2.1 The Nations will have the rights and be entitled to keep the revenues as set out in the subsequent sections of this Schedule 2, and as otherwise set out in the Rules and Regulations.

### **B. PROVISIONS COMMON TO ALL LEVELS OF THE COMPETITION**

#### **Part I: Commercial rights and obligations**

#### **3 Sponsorship rights**

- 3.1 The ITF has the following rights (without limitation) in relation to the Competition, including the Finals:
- 3.1.1 the title of the Competition;
  - 3.1.2 the use of any logo, mascot, symbol, legend or device associated with the Competition;
  - 3.1.3 advertisements within the court area and stadium in accordance with the split of rights agreed by the ITF and the Nations (as shown in the Commercial Letter). No venue may be selected if it has permanent signs

at courtside positions or within the angle of the main television cameras. For the purposes of this provision, '**advertisements**' means all space available for advertising within the court area (including the court, surrounds and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects; and

3.1.4 appointment of entities as Title Partner, Global Partner, Official Sponsors of and/or Official Suppliers to the Competition.

3.2 The commercial rights of each participating Nation will be set out in the Commercial Letter.

## **4 Image Rights**

4.1 Each Team Member nominated to participate in (or otherwise attending or participating in) the Competition grants a worldwide, perpetual, irrevocable, royalty free, transferrable and sub-licensable licence to the ITF (and to the ITF's licensees, including the Finals Organiser, broadcasters and the ITF's Sponsors, including in respect of the Final in accordance with Article 14) and the right in perpetuity to make, use and show from time to time and at the ITF's discretion, audio or audio-visual footage, still pictures and live, taped or filmed television, games-based imagery and other reproductions of him, his name, voice, likeness, signature and biographic material in connection with the promotion and/or commercialisation of the Competition, future editions of the Competition, the ITF itself and/or the sport of tennis, without compensation for himself, his heirs, devisees, executors, administrators or assigns (the **Image Rights**). Each Team Member waives any moral rights (and/or any other rights of attribution in any jurisdiction) in respect of the Image Rights.

4.2 No Team Member's image may be used in a manner that implies a commercial endorsement by the Team Member individually of any product or company save as required by Article 14 and/or as otherwise agreed by separate agreement.

4.3 Each Nation must notify its Team Members of the grant to the ITF (and its licensees) of the Image Rights, and must do or procure to be done all such further acts and things, and will execute or procure the execution of all such other documents, as may be required to give full force and effect to the grant of that licence.

## **5 Media Rights**

5.1 The ITF owns and has absolute discretion with respect to both domestic and international Media Rights without territorial limitation, save as set out in this Schedule 2. For the purposes of this Schedule 2, the term **Media Rights** means the right to attend at and to film, record, produce and transmit, distribute, broadcast and otherwise exploit anywhere in the world, audio, audio-visual and visual coverage and images of Ties, matches and other Competition-related content, in whole or in part, whether live or delayed, current or archive, in any

media and by all methods of transmission now existing or as may be developed in the future (including satellite, cable and terrestrial television and radio, internet (including OTT), mobile technology, closed circuit and other technologies) to residential premises, commercial premises or otherwise and including delivery on a linear, on-demand or other basis, whether physical, digital or otherwise, whether free, pay, or otherwise, in all formats (including 4K, 8K and 3D) and including all fixed media (including DVD, Blu-Ray Disc, HD-DVD and CD), virtual and/or augmented reality and interactive and other functionality. The Media Rights include Betting Media Rights (as defined below).

5.2 "**Betting Media Rights**" means the right to transmit, distribute, make available and otherwise exploit any audio-visual coverage of Ties, matches and other Competition-related content, in whole or in part (including clips), on a live and/or delayed basis, in any media and by any transmission means, for any purpose connected with Betting (including via online betting platforms and in retail betting premises).

## **6 Recordings**

6.1 All rights (including copyright) in any and all coverage of the Competition (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and any other reproductions shall be the exclusive property of the ITF. If a Nation wishes to film or make use of footage from the Competition, it must obtain prior written approval from the ITF.

## **7 Competition Data**

### **7.1 Competition Data Rights**

7.1.1 For the purposes of this Schedule 2, the following terms are defined as follows:

7.1.1.1 **Betting:** any form of betting or gambling activity (involving a bet or a stake) in connection with the outcome of any match(es), Tie(s), Event(s) and/or the Competition or any part of any of them (including by means of pool betting, pari mutual betting, lotteries, spread betting, betting exchanges and other direct wagering) and any ancillary services including risk, trading and pricing services.

7.1.1.2 **Competition Data:** any order of play/schedule, draw, scoring and other data (including live match scores/in-match incident such as match starting, challenge, a point being scored, number of aces etc) and/or any other statistical information relating to the Competition, any match, Tie and/or Event therein, and/or any Nation and/or Team Member, howsoever generated, including PAT Data.

- 7.1.1.3 **Data Rights:** the right to collect, create, assemble and/or use Competition Data including the right to store, reproduce, exploit, onward supply or make available any Competition Data for media, fan engagement and Betting purposes.
  - 7.1.1.4 **Match Period:** in respect of each match, the period commencing at the start of that match and expiring 30 seconds after the conclusion of the last game in that match.
  - 7.1.1.5 **Player Analysis Technology Data (or PAT Data):** Player performance analysis data and/or other data or information (and any analysis derived from that data or information) that is collected (a) during a match in the Competition, and (b) by means of any system of Player analysis technology that is approved by ITF for use in the Competition, whether or not it is collected by or in co-operation with the ITF, the Nation or the Team Member.
  - 7.1.1.6 **Venue Data Feed:** a feed of certain Competition Data supplied by the ITF (or its licensee or contractor) to a Home/Host Nation for use exclusively in venues for in-venue services.
- 7.1.2 The ITF owns, controls and will have the exclusive right to exercise (itself or via third parties) all Data Rights in respect of any and all Ties and other elements of the Competition. Each Nation will assist the ITF (and its licensees and contractors) in its efforts to exercise the Data Rights.
- 7.1.3 Where a Nation receives Competition Data (including via a Venue Data Feed) it shall only use such Competition Data as follows:
- 7.1.3.1 Competition Data (excluding PAT Data) can be used in a Nation's official publications, websites, mobile applications, accounts on social media and other digital platforms provided that: (i) any such use takes place after the applicable Match Period; and (ii) the relevant publication, website, application, account or platform is not offered or marketed as being for use in connection with Betting ;
  - 7.1.3.2 Competition Data (excluding PAT Data) can be supplied to Tie Sponsors, Team Sponsors and/or Official Suppliers appointed by a Nation in accordance with the Regulations provided that any such supply:
    - (a) takes place after the applicable Match Period;
    - (b) is for non-Betting purposes;

(c) is for their own use and publication in connection with the Nation that they sponsor/supply; and

(d) is not for onward supply to third parties; and

7.1.3.3 A Home/Host Nation hosting a Tie can use Competition Data (excluding PAT Data) from a Venue Data Feed during the relevant match for on-site purposes at the venue where the match is being played (including, for example, on in-venue scoreboards) but not for any purpose linked to Betting;

7.1.4 In addition, where a Home/Host Nation is hosting a Tie in World Group I and II, the Play-offs or any Regional Group Event and it is entitled to appoint a host broadcaster and/or domestic broadcast licensee(s) in respect of such Tie pursuant to Article 20.3, its host broadcaster and (if applicable) its broadcast licensees in the Domestic Territory may use Competition Data in their live and/or delayed transmissions of that Tie provided that:

7.1.4.1 such use is an integral part of the broadcast transmission of the Tie;

7.1.4.2 the Competition Data is not used in connection with Betting or for Betting purposes; and

7.1.4.3 the Competition Data used relates only to the Tie that is being broadcast.

7.1.5 If the ITF provides a live score centre of any match on the ITF website in which a Nation's Team participates, the Nation may request the ITF's permission to incorporate a link on their official website that enables viewers to access and view such live score centre on the ITF website. The ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with the ITF's directions.

7.1.6 All other rights to use or create or assemble Competition Data or in any way to exercise the Data Rights are reserved exclusively to the ITF and may be exploited by the ITF at its sole election.

## **7.2 Competition Data Rights protection**

7.2.1 Nations shall not (and shall not allow or authorise any third party to): (i) collect or create Competition Data; or (ii) disseminate, transmit, publish or release of any Competition Data and/or any match score or other related statistical data, from the venue of any Tie/Event.

7.2.2 Without prejudice to the generality of Article 7.2.1, the use of laptop computers, mobile phones or other handheld electronic devices within

the venues to collate, collect, use, store, reproduce, onward supply or make available any Competition Data for Betting or other commercial purposes (save for incidental use within editorial reporting) is prohibited and each Nation must take reasonable steps to enforce such prohibition (including by means of venue regulations, ticket conditions and accreditation terms). Continual use of laptops, mobile phones or other handheld electronic devices within the confines of the match courts (spectator areas) for any Tie or Event is prohibited. This provision does not apply to use by credentialed personnel of a Nation and/or the ITF of Competition Data in the performance of their duties.

7.2.3 Nations must co-operate with the ITF in relation to:

7.2.3.1 any system or scheme that the ITF implements for the collection, supply, licensing and/or other exploitation (in each case by the ITF itself or via an appointed third party) of Competition Data; and

7.2.3.2 any measures that the ITF takes to protect the value and/or exclusivity of the Data Rights including the disruption and/or the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Competition Data.

### **7.3 PAT Data exploitation**

7.3.1 The ITF has, subject to the Rules of Tennis, agreed that Nations and Team Members using approved PAT systems may collect, collate, assemble and store PAT Data from matches played in the Competition subject to the following conditions:

7.3.1.1 Nations, Team Members and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data may only use such PAT Data for internal analysis and coaching purposes of the respective Player and/or Nation and such use is strictly subject to Rule 31 of the Rules of Tennis.

7.3.1.2 Each Nation shall (and shall procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data on their behalf shall):

(a) not publish, use or otherwise exploit any PAT Data or supply any PAT Data or analysis derived therefrom to third parties for any purposes other than as described in this Article 7.3 or that have otherwise been pre-approved in writing by the ITF;

- (b) take such steps as the ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, including to ensure that no PAT Data or analysis or product derived therefrom may be used or supplied to any third party for any purpose related to Betting;
- (c) ensure that the ITF is able to access free of charge any and all such PAT Data live and/or delayed at the venue of the match and/or such other point as may be agreed, and the ITF is free to use such PAT Data and authorise third parties to use such PAT Data for any purposes;

7.3.2 In the event that such PAT Data is accessed by unauthorised third parties and/or the ITF reasonably believes that PAT Data, PAT equipment and/or PAT services are being used for any purposes in breach of the Rules and Regulations, the ITF is entitled to rescind its approval and the Nations and Team Members will immediately cease use of the PAT system pending resolution.

## **8. Venue access and facilities**

Home/Host Nations shall procure for the ITF (and its licensees and contractors) reasonable access and accreditations to applicable Tie/Event venues and all existing services (e.g. internet, electricity and water) and facilities (e.g. desks, chairs, camera and commentary positions and parking) at each such venue before, during and after the relevant Tie(s)/Event(s) (at reasonable times notified by the ITF) free of charge for the purpose of assisting them to carry out their responsibilities which may include: site visits; installation and removal of equipment; filming, producing and distributing live video coverage; collecting and distributing Competition Data; and other activities in connection with the same. The ITF shall consult with the Home/Host Nation prior to the relevant Tie(s)/Event(s) with a view to ensuring that any disruption to the organisation of the relevant Tie(s)/Event(s) is kept to a minimum.

Home/Host Nations shall use reasonable care and skill where they are involved in the provision of access or facilities for the ITF (or its licensees or contractors) at venue(s) pursuant to Article 8.

## **Part II: Finances**

### **9. Currency**

The official currency of the Competition is the US dollar. Financial transactions under the Regulations may be conducted in currencies other than the US dollar where agreed in writing between the two parties involved in the transaction. Such agreement should specify the currency in which the transaction will be conducted and the date on which any conversion to/from any other currency

will be calculated. Unless otherwise agreed in writing between the parties, the official currency will apply and the date of completion of the Tie in question will be the relevant date for conversion of amounts from any other currency.

## **10 Participation Payments**

- 10.1 Each Nation participating in the Competition will receive a Participation Payment, which may be made up of income from licence fees, sponsorship deals, and/or broadcast or other rights deals in relation to the Davis Cup. The amount of the payment will be based on performance in the Competition, and will be determined by the Board in consultation with the Davis Cup Committee. It is up to the Nation to determine any distribution of the Participation Payment to its Team Members.
- 10.2 The ITF may (as it sees fit) make a separate payment to the Home/Host Nation for hosting a Tie/Event, as determined by the Board in consultation with the Davis Cup Committee.

## **11 Player Prize Money**

- 11.1 For the Ties/Events where it is paid, Player Prize Money must be paid in full in accordance with the distribution agreed by the Nation and the Players. If no agreement is reached on the distribution, the Player Prize Money must be distributed in full to that Nation's Players in accordance with the policy notified to the Nations by the ITF.

## **Part III: Specific sanctions**

### **12 Failure to comply**

- 12.1 Any failure by a Nation to comply with its obligations under this Schedule 2 may cause financial loss to the ITF and give rise to sanctions (including monetary fines) being imposed on the Nation under Regulation 76.
- 12.2 If a Nation fails, without the consent of the ITF, to comply with any of its obligations under this Schedule 2, and the ITF IAP upholds an allegation of such failure/breach, then in addition to its sanctioning powers under Regulation 76, the ITF IAP may also order forfeiture of that Nation's Choice of Ground on the first occasion on which it is entitled to such choice in the next edition of the Davis Cup competition.

## **C. FINALS**

### **Part I: Commercial rights and obligations**

#### **13 Media Rights**

- 13.1 Participating Finals Nations will have no Media Rights. The ITF shall retain all Media Rights (and any revenue generated from any exploitation of Media

Rights, whether international or domestic), subject to any agreements with its licensees who may be authorised to exploit these rights.

## **14 Image Rights**

14.1 In respect of the Finals, each Player/Captain acknowledges and agrees that Sponsors may use his Image Rights (further to the licence granted in Article 4.1), subject to the following conditions:

14.1.1 the rights are restricted to use by Sponsors in connection with each Player's/Captain's status as a member of his Nation and must only be used in materials featuring no less than four Players/Captains;

14.1.2 the images may only be used by Sponsors in promotions that reference their association with the Finals;

14.1.3 the Image Rights may only be used by one Team Sponsor or one Tie Sponsor, and only within the geographic territory of the relevant Nation;

14.1.4 all use by Sponsors (including scope and duration of use) will be subject to the prior written approval of the ITF;

14.1.5 no Player's/Captain's image may be used in a manner that is materially more prominent than the images of other Player/Captain used; and

14.1.6 in any event the rights may only be exercised by Sponsors for a period that expires no later than one year after the Final.

14.2 As to use of Image Rights by Sponsors, unless otherwise approved by the ITF:

14.2.1 the Title Partner may use the Image Rights on a worldwide basis for a maximum period of four months after the Final;

14.2.2 the Global Partners may use the Image Rights on a worldwide basis for a maximum period of four months after the Final. The Image Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. The Image Rights may not be used for any form of on-product advertising or promotion; and

14.2.3 a Team Sponsor or Tie Sponsor may use the Image Rights, but such use is restricted to the scope set out in Article 14.1.3, and restricted to within the geographic territory of the Nation associated with that Team Sponsor/Tie Sponsor.

## Part II: Ticketing and hospitality

### 15 Complimentary tickets/hospitality

- 15.1 Each Nation participating in the Finals may receive up to the following number of complimentary tickets and hospitality allocations (upon request to the ITF) for each session of the Finals in which it participates:

<b>Number of seats</b>	<b>Type/position</b>	<b>Hospitality</b>
<b>18</b>	For Team Members directly behind the Nation's Captain's seat	Not included
<b>10</b>	Priority positions in the Presidential box	Included (free of charge)
<b>100</b>	First category session tickets	Not included

- 15.2 Location of complimentary seats:

15.2.1 If the Tie venue has boxes, each of the Nations participating in the Tie will not automatically be entitled to have their (respective) complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six.

15.2.2 The seats in each complimentary ticket category allocation must be positioned together.

### 16 Right to purchase additional tickets/hospitality

- 16.1 Each Finals Nation is entitled:

16.1.1 to purchase, subject to availability, additional seats for its delegates in the Presidential box.

16.1.2 to purchase 10% of all available tickets (excluding the number previously allocated to it as complimentary under Article 15.1) for each Tie it competes in, provided that it makes such request to the ITF by the deadline set by the ITF and notified to participating Nations no later than seven months before the Finals. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), save that each participating Nation will be entitled (at a minimum) to purchase 500 first category tickets, at face value. The seats in each price category must be positioned together in significant numbers, and the majority of the seats must be located in a block directly behind the relevant Nation's team bench, unless otherwise agreed by the ITF; and

16.1.3 to use a reasonable-sized facility on site at the Finals venue for each Tie it competes in for its official party (maximum of 100 people), provided that it makes such request to the ITF or Finals Organiser by the deadline set by the ITF and notified to participating Nations. Use of the facility will be free of charge, but the ITF or Finals Organiser is entitled to charge the Nation at cost for food, drink, decoration, etc.

## **17 The Final**

17.1 The ticket allocations and entitlements detailed in Article 15 and 16 remain applicable for the Final, subject to the following:

17.1.1 the minimum first category ticket entitlement for participating Nations referred to at Article 16.1.2 will be 750, subject to availability.

17.2 The Presidents (and their guest) of Nations that have participated in the Finals but are not participating in the Final are entitled (upon request to the ITF at reasonable notice and where available) to receive complimentary seats in the Presidential box (including hospitality) for use by themselves and their partners.

## **Part III: Finances**

### **18 Expenses**

18.1 For the Finals, the ITF or Finals Organiser will reimburse the general travelling expenses of the Nation's Players and Captain as set out in the Financial Letter and agreed by the Board in consultation with the Davis Cup Committee.

18.2 The ITF or Finals Organiser will provide meals on match and practice days on site at the Finals venue for up to 20 Team Members of all participating Nations, at no cost.

18.3 The ITF or Finals Organiser will provide and pay for accommodation for each Nation's nominated Players and Captain, as set out in the Financial Letter.

18.4 For the avoidance of doubt, each Nation is responsible for the cost of all other travel, accommodation, subsistence and other expenses incurred as a result of participation in the Finals.

## **D. QUALIFIERS, WORLD GROUPS I & II AND WORLD GROUP I & II PLAY-OFFS**

### **Part I: Commercial rights and obligations**

19.1 Subject to the provisions set out in the relevant Commercial Letter(s), in addition to the rights set out at Article **Error! Reference source not found.**, the Home Nation has (in relation to the Tie that it organises) the right to (together, the **Home Nation Rights**):

- 19.1.1 retain Gross Receipts (subject to the allocation under Article 23) and the rights and proceeds to and from hospitality, the programme, food, beverages, merchandise and other on-site sales related to the Tie;
- 19.1.2 advertisements within the court area and stadium of the Tie, as set out in the relevant Commercial Letter. The Home Nation must provide the Title Partner and other Global Partners of the Competition appointed by the ITF the opportunity to purchase such advertising opportunities and subject to the conditions set out below;
- 19.1.3 appoint entities as Official Suppliers of the Tie;
- 19.1.4 the right to appoint a number of Tie Sponsors in accordance with the Commercial Letter;
- 19.1.5 feature Davis Cup-specific material on its website, in accordance with any guidelines provided by the ITF;
- 19.1.6 transmit audio coverage of the relevant Tie for inclusion in any audio-only radio service or programme for intelligible reception by means of home and personal radio receivers within the Home Nation's Domestic Territory;
- 19.1.7 income generated from advertising on the big-screen in-venue (where present) as set out in the Commercial Letter;
- 19.1.8 commercial/product display booths outside the court area;
- 19.1.9 selection of the ball to be used, subject to Regulation 32; and
- 19.1.10 selection of the court surface and manufacturer, subject to Regulation 31.
- 19.2 Further detail on the rights of Home Nations and the rights of sponsors of Qualifiers and/or World Group I and II and/or Play-off Ties will be set out in the Commercial Letter.
- 19.3 The following restrictions apply to the exercise of Home Nation Rights:
  - 19.3.1 If the Davis Cup Committee decides to relocate a Tie and/or otherwise to revoke a Nation's status as a Home Nation in circumstances permitted under the Regulations, that Nation will lose the right to exercise the Home Nation Rights. If the Davis Cup Committee relocates the Tie to the country of the Visiting Nation, then the Visiting Nation will become the Home Nation for that Tie, and if the Davis Cup Committee relocates the Tie to a neutral venue then the ITF will perform the obligations of the Nation otherwise responsible for organising the Tie, except that the Home Nation will remain as the Home Nation for the purposes of the financial arrangements of the Tie (as set out in Regulation 29.2.4(a)).

19.3.2 Companies that acquire Home Nation Rights may not undertake substantial promotional or advertising activities at any particular Tie (i) that conflict with licensed product lines advertised within the precincts of the court by the Title Partner and/or Global Partners, or (ii) that are greater than and/or derogate from those rights acquired by the Title Partner and Global Partners. Nations must ensure that the Title Partner is clearly recognised as the main sponsor of the Competition and must give the Title Partner appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may intervene if it reasonably believes that this Article 19.3.2 has been or is about to be breached in a manner that may jeopardise its contract(s) with the Title Partner or any Global Partner.

19.3.3 Home Nation Rights for advertisements within the court and the stadium of the Tie may only be acquired by a Team Sponsor and Tie Sponsors, of which there must be not more than the limit for that Tie as set out in the relevant Commercial Letter. Tie Sponsors must be companies whose principal place of business is located within and/or substantially serves the metropolitan area of the Tie venue. Within the stadium and court area, no one Sponsor can have more than four signs in total, unless agreed otherwise in writing by the ITF (in its sole discretion). Any Tie Sponsor or Team Sponsor must be notified to the ITF at least 15 days prior to the first match in the Tie.

19.4 In relation to advertisements, the Home Nation must:

19.4.1 ensure that the precincts of the court are cleared of advertising, franchise, display and other rights that have not been granted by or with the approval of the ITF or otherwise in accordance with the Rules and Regulations;

19.4.2 ensure that no obstructions are placed or remain between the camera(s) and courtside advertising;

19.4.3 where applicable, obtain a written statement from the prospective host broadcaster that specifies any restrictions applicable to the display of advertising boards, banners or any similar identification on its broadcast feed and immediately send a copy upon receipt to the ITF;

19.4.4 procure that any holders of Home Nation Rights whose advertising or identification may be seen on television comply with any restrictions imposed by the host broadcaster under Article 19.4.3;

19.4.5 allow relevant contractors access to the match court at least 48 hours prior to the start of play to erect and install advertisements, displays, equipment and so on; and

19.4.6 remove or cover any advertisements that do not comply with the Rules and Regulations.

- 19.5 If the Home Nation fails to comply with Article 19.4, the ITF may instruct its own contractors to remove or cover up any advertisements as necessary to comply with the Rules and Regulations.
- 19.6 The ITF undertakes to ensure that the holders of any International Rights comply with any restrictions (provided that they are legitimate and notified to the ITF) imposed by the host broadcaster pursuant to Article 19.4.3.

## **20 Media Rights**

- 20.1 For the Qualifiers, the Home Nation will have no rights (or obligations) to broadcast a Tie. ITF shall retain all Media Rights and there will be no 50:50 split between the ITF and the Qualifiers Nations, of the net profit from the exploitation of any broadcast rights.
- 20.2 For the purposes of this Schedule 2: "**Domestic Broadcast Rights**" means the right, for the period of the relevant Tie and for 7 days following its conclusion, and solely within the Domestic Territory, to transmit, distribute, broadcast and otherwise exploit audio-visual coverage of the Tie, in whole or in part, whether live or delayed, via any media and means of communication, to residential premises, commercial premises or otherwise. Domestic Broadcast Rights expressly excludes Betting Media Rights in any territory including the Domestic Territory. "**Domestic Territory**" means the territory of the Home Nation in which the Tie is being staged.
- 20.3 For World Groups I and II and Play-offs, the Domestic Broadcast Rights relating to each Tie are assigned to the Home Nation, subject to the following conditions:
- 20.3.1 The ITF may acquire the Domestic Broadcast Rights for all Ties to be staged in a Home Nation's territory in the Competition by notifying the relevant Home Nation no later than 14 days after the World Group I and II Draw or the Play-offs Draw (as applicable).
- 20.3.2 If the ITF exercises its option pursuant to Article 20.3.1 (above) for any territory or territories:
- 20.3.2.1 the respective Domestic Broadcast Rights will be immediately assigned back to the ITF and the ITF will assume responsibility for performing all host broadcaster obligations in relation to the relevant Tie;
- 20.3.2.2 the Home Nation must cooperate fully with the ITF (and/or its licensee(s) and their contractors) in performing its duties as host broadcaster, including by providing free of charge access to the venue(s) and all facilities at the venue(s) (such as electricity, camera and commentary positions and parking) as further set out in Article 7.4 (above);

20.3.2.3 the ITF will pay to the Home Nation:

- (a) if it has had one or more home Ties in the past three years at the World Group I or II level (from 2021 onwards), and/or Zone Group I or II level (up until 2019):
  - (i) income in an amount equal to the best annual net income (i.e., revenue after deduction of any costs of production or other costs associated with the sale of such Domestic Broadcast Rights borne by the Home Nation) that the Home Nation generated from the sale of Domestic Broadcast Rights in relation to a Group I or II Tie (as specified in Article 20.3.2.3(a) above) in the past three years; and
  - (ii) 50% of any net income above the amount in paragraph (i) immediately above that the ITF receives by way of rights fees that is attributable solely to the exploitation of Domestic Broadcast Rights for the relevant Home Nation's Tie, unless a separate agreement is made between the ITF and such Home Nation; or
- (b) if a Nation has not had a home Tie for the past three years at the World Group I or II level (from 2021 onwards), and/or Zone Group I or II level (up until 2019), then in the first year that such Home Nation has a home Tie at the World Group I or II level, 100% of the net income that the ITF receives by way of rights fees that is attributable solely to the exploitation of the Domestic Broadcast Rights for the Home Nation's Tie, unless a separate agreement is made between the ITF and such Home Nation.

20.3.3 If the ITF does not exercise its option pursuant to Article 20.3.1 for any territory or territories, the Home Nation must:

- 20.3.3.1 use commercially reasonable efforts to arrange for the Ties to be produced and televised in its Domestic Territory, and retain the receipts from this source. The Home Nation must provide a host broadcaster or make such provision 50 days before the

start of the relevant Tie, otherwise Article 20.3.4 will apply. For the avoidance of doubt the Home Nation may not enter into agreements for the televising of any Ties other than those taking place in World Groups I and II and Play-offs where it is the Home Nation and it is entitled to exploit the Domestic Broadcast Rights pursuant to this Article 19;

20.3.3.2 ensure that it enters into a contract with any host broadcaster engaged pursuant to Article 20.3.3.1 that: (i) permits access free of charge to the feeds of all coverage produced by the host broadcaster of all matches in the Tie for the ITF (and its licensees and their contractors); and (ii) stipulates that host broadcasts are to be in compliance with the ITF's host broadcast manual. The Home Nation must keep the ITF apprised of its negotiations with the host broadcaster in this respect. The ITF reserves the right to intervene in the negotiations if it believes, on reasonable grounds, that it will not receive access to the host broadcaster signal on reasonable terms.

20.3.4 If the Home Nation is responsible for contracting a host broadcaster but fails to do so by the deadline in Article 20.3.3.1:

20.3.4.1 the ITF may appoint a host broadcaster for that Home Nation's territory for the relevant Tie. In such case, the Domestic Broadcast Rights will also be deemed to be automatically assigned back to the ITF and any net income received by way of rights fees that is attributable solely to the exploitation of the Domestic Broadcast Rights will be divided equally between the Home Nation and the ITF; or

20.3.4.2 If the ITF declines to appoint a host broadcaster pursuant to Article 20.3.4.1 (above), the Home Nation may retain the right to appoint a host broadcaster and exploit the Domestic Broadcast Rights, but only if it guarantees to deliver a full live feed of internationally acceptable standard free of charge to the ITF and its licensees (and their contractors).

20.3.5 The ITF will issue separate requirements to each Nation including in relation to (i) the international distribution of feeds of coverage produced by the Nation, and (ii) the supply of suitable recordings for highlights or compilation programmes.

## Part II: Ticketing and hospitality

### 21 Complimentary tickets/hospitality

21.1 The Home Nation of any Qualifiers, World Group I and II or Play-off Tie must provide the following complimentary seats/tickets and hospitality (upon request) to the Visiting Nation for each session:

<b>Visiting Nations</b>		
<b>Number of seats</b>	<b>Type/position</b>	<b>Hospitality</b>
<b>18</b>	For Team Members directly behind the Nation's Captain's seat	Not included
<b>Up to 10</b>	Priority positions in the Presidential box	Included (free of charge)
<b>50</b> (Qualifiers) <b>25</b> (World Groups I and II and Play-offs)	First category daily tickets	Not included

21.2 The Home Nation of any Qualifiers, World Group I and II or Play-off Tie must provide the following complimentary seats/tickets and hospitality (upon request) to the ITF, Title Partner and Global Partners for each session:

<b>ITF, Title Partner and Global Partners</b>		
<b>Number of seats</b>	<b>Type/position</b>	<b>Hospitality</b>
<b>Up to 6</b> (ITF) <b>Up to 20</b> (Qualifiers) (in <u>total</u> for Title Partner and Global Partners where requested) <b>Reasonable number upon request</b> (World Groups I and II and Play-offs) (in <u>total</u> for Title Partner and Global Partners)	Presidential box	Included (free of charge)
<b>310</b> (Qualifiers) <b>210</b> (World Groups I and II and Play-offs) (in <u>total</u> for ITF, Title Partner and Global Partners)	First category daily tickets	Not included

### 21.3 Location of complimentary seats:

21.3.1 If the Tie venue does not have any boxes, the Home Nation must give the Visiting Nation and the ITF, Title Partner and Global Partners first choice (with priority for the Visiting Nation) for the location of their complimentary tickets after the Home Nation's requirements for its President's area have been met.

21.3.2 If the Tie venue has boxes, the Visiting Nation, ITF, Title Partner and Global Partners will not automatically be entitled to have their (respective) complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six.

21.3.3 The seats in each complimentary ticket category must be positioned together.

## **22 Right to purchase additional tickets/hospitality**

### 22.1 The Visiting Nation is entitled:

22.1.1 to purchase 10% of all available tickets (excluding the number previously allocated to it as complimentary under Article 21.1), provided that it makes such request to the Home Nation no later than 20 days after being advised of the ticket prices and venue for the Tie. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), save that the Visiting Nation will be entitled (at a minimum) to purchase 500 first category tickets at cost. The seats in each price category must be positioned together in significant numbers, and the majority of the seats must be located in a block directly behind the Visiting Nation's team bench, unless otherwise agreed by the ITF; and

22.1.2 to use a reasonable-sized facility on site at the Tie venue for its official party (maximum of 50 people), provided that it makes such request to the Home Nation no later than 30 days before a Tie. The Home Nation is entitled to charge the Visiting Nation at cost for food, drink, decoration, etc.

22.1.3 The ITF, Title Partner and Global Partners are entitled to purchase (in total):

22.1.3.1 10% of all available tickets (excluding the number previously allocated to them as complimentary under Article 21.2), provided that they make such request to the Home Nation no later than 30 days before the Tie. Such tickets must be divided

in proportion to the number of available tickets in the two highest price categories (excluding boxes), with the entitlement to purchase 500 first category tickets per session, at face value. The seats in each price category must be positioned together in significant numbers, and must be in a good location; and

22.1.3.2 750 hospitality passes of a first class standard at market price. The price must include facility construction, food and beverages, decoration, staff etc. but does not have to include local taxes. The ITF, Title Partner and Global Partners must be given first choice of the location of their hospitality area after the Home Nation's requirements for its President's area have been met.

### **Part III: Finances**

#### **23 Allocation of Gross Receipts**

23.1 The Home Nation shall make the following payments from Gross Receipts in the following order for each Tie:

23.1.1 10% of the Gross Receipts must be paid to the ITF, which payment must (in any event) be no lower than:

23.1.1.1 \$2,500 for World Group I Ties

23.1.1.2 \$1,500 for World Group I Play-off Ties;

23.1.1.3 \$1,500 for World Group II Ties;

23.1.1.4 \$1,500 for World Group II Play-off Ties; and

23.1.1.5 \$7,500 for Qualifiers 1<sup>st</sup> Round and Qualifiers 2<sup>nd</sup> Round Ties.

23.1.2 The Home Nation must pay the expenses set out in Article 24.3.1, in accordance with any further specifications set out in the Financial Letter.

23.1.3 Any balance remaining may be retained by the Home Nation.

23.1.4 If there is insufficient money in the Tie account, any balance owed must be paid by the Home Nation.

23.2 If a Tie is played on a Neutral Ground under Regulation 30.2.5.2 where both Nations are considered Visiting Nations, the Nation organising the Tie (as designated by the Davis Cup Committee) must make the payments under Article 23.1, as if it were the Home Nation. If there is insufficient money in the Tie account, any balance owed must be paid by the two Visiting Nations in equal shares.

- 23.3 The Home Nation must provide certified vouchers for all receipts and all tax and other deductions.

## **24 Expenses**

### **24.1 Officials**

24.1.1 The ITF will pay the travelling expenses of the Referee and neutral Chair Umpires to/from their location to the Tie venue (i.e. airfare or other modes of transport).

24.1.2 The Home Nation must pay the fees, accommodation, transport (between hotel and venue) and subsistence costs of the Referee and neutral Chair Umpires.

### **24.2 Nominated teams – general travelling expenses**

24.2.1 For each Tie that a Nation plays away from home, the ITF will reimburse the general travelling expenses of the Nation's nominated Players and Captain as set out in the Financial Letter and agreed by the Board in consultation with the Davis Cup Committee.

### **24.3 Nominated teams – accommodation/meals**

24.3.1 The Home Nation must provide and pay for meals on match days on site at the Tie venue for the nominated Players and Captains of both Nations only.

24.3.2 Each Nation must pay its own costs for accommodation and meals (with the exception of on-site meals on match days), irrespective of where the Tie is played, as well as any additional costs of the team members not covered in Article 24.3.1.

## **25 Statement of Accounts**

25.1 The Home Nation must provide a Statement of Accounts setting out the income and expenses under Article 23, signed by an authorised representative of the Home Nation (or other Nation organising the Tie under Article 23.2), to the ITF within two calendar months after the conclusion of the Tie.

25.2 Where a Nation fails to submit the required Statement of Accounts by the specified deadline, the ITF IAP will impose a fine of not more than 10% of the contribution payable in respect of that Tie, for each month of delay, and may rule the Nation ineligible for future editions of the Davis Cup until it pays fines and amounts owed in full.

## **26 Nation defaulting on payments**

26.1 Where a Nation fails to make any payment due under the Rules and Regulations, either to the ITF or to another Nation, without prejudice to the

Nation's obligation to discharge its liabilities to the ITF or the other Nation, the ITF IAP will impose a fine (to be paid to the creditor in question) of not more than 10% of the amount outstanding for each month of delay in payment, and may rule the defaulting Nation ineligible for future editions of the Davis Cup until its liabilities under this Regulation have been fully discharged.

- 26.2 A creditor Nation must file a claim with the ITF IAP within four calendar months of the conclusion of the Tie/Event concerned, giving particulars of the amounts due to it in respect of general travelling expenses, subsistence and details of the Gross Receipts (if known).

## **E. REGIONAL GROUPS**

### **27 Commercial rights**

- 27.1 Subject to Article 27.2 (below), commercial rights in respect of Ties in the Regional Group Events will be governed by Section B of this Schedule 2 and the relevant Commercial Letter.
- 27.2 Domestic Broadcast Rights and host broadcast obligations for all Ties at Regional Group Events shall be governed by terms equivalent to Article 20.2 and 20.3 (with amendments where necessary for context only).

### **28 Ticketing and hospitality**

- 28.1 The allocation of tickets will be as set out in the Hosting Manual.

### **29 Finances**

- 29.1 All financial matters relating to the Regional Groups will be set out in the Financial Letter.

## **SCHEDULE 3: DAVIS CUP CODE OF CONDUCT**

### **ARTICLE I: GENERAL**

#### **A. Purpose**

The ITF implements this Davis Cup Code of Conduct in order to maintain fair and reasonable standards of conduct by Team Members and Related Persons in Ties and to protect their rights, the rights of the public and the integrity of the sport of tennis.

#### **B. Applicability**

This Code of Conduct applies to the Competition and to all Team Members, Related Persons and (for Article V and Article VI) Covered Persons.

#### **C. United States Dollar**

All monetary fines set forth in this Code of Conduct are in US Dollars.

### **ARTICLE II: ON-SITE OFFENCES**

#### **A. General**

Each Team Member shall, during all matches and at all times while within the precincts of the site of a Tie/Event (which shall include any official venue or location related to the Tie/Event), and/or otherwise while engaged in activities in connection with a Tie/Event, conduct himself in a professional manner. The provisions hereinafter set forth shall apply to each Team Member's conduct while within the precincts of each such site and/or while engaging with any person(s) in connection with the Tie/Event (including but not limited to Officials, the Tournament Director and ITF staff members) and who are involved in the running of and/or otherwise connected to a Tie/Event in which they are (or are due to be) participating or in which they have already participated.

#### **B. Punctuality**

Captains must provide team selections by the Player Selection Deadline and the Change of Selection Deadline. Failure to do so may result in a fine of up to \$5,000.

Matches shall be called in accordance with the order of play. Players and Captains shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Ties shall be the Referee's timepiece.

1. Any Player and/or Captain not ready to walk on court when his match is called may be fined up to \$5,000.
2. Any Player not ready to play (and/or any Captain not on court) within fifteen (15) minutes after his match is called may be fined up to an additional \$10,000 and

the Player shall be defaulted unless the Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

Players and Captains must attend Official Functions on time and comply with ITF instructions regarding the timing and organisation of any such Official Functions. Failure to do so may result in a fine of up to \$10,000.

### **C. Dress and equipment**

Each Player and Captain must dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire must be worn.

#### **1. Unacceptable attire**

Sweatshirts, gym shorts, dress shirts, T-shirts or any other inappropriate attire shall not be worn during a match (including the warm-up).

#### **Shoes**

Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves marks beyond what is considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

##### **(a) Grass court shoes**

In a Tie played on grass courts, no shoes other than those with rubber soles, without heels, ribs, studs or coverings, shall be worn by Players.

Special grass court shoes will not be used without the express approval of the Referee. Such shoes will not be approved unless they comply with the following specifications:

The pimples or studs on the base of the sole shall have maximum top diameter of three (3) millimetres and a minimum top diameter of two (2) millimetres. The maximum height of the pimples or studs shall be two (2) millimetres with a maximum of 10 degree angle slope between the base and the top of the pimple. The durometers shall be between 58 and 63 based on the shore "A" scale. The pimple top diameter compared to its respective pimple density per square inch shall be within the following guidelines:

Pimple Top Diameter Pimple	Density Per Square Inch
2.00mm	32
2.25mm	28
2.50mm	24
2.75mm	21
3.00mm	18

Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing around the toes must be smooth. Players desiring approval of special grass court shoes should submit a sample shoe to the ITF in advance of the Tie.

As an alternative to the above specifications, players may also use the special grass court shoes developed, tested and approved by Wimbledon. These special grass court shoes are available from the ITF upon request.

## **(b) Clay court shoes**

Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Referee has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at Ties played on clay courts.

Special grass court shoes as described in section (a) above shall not be worn during a match on clay courts.

## **2. Team identification**

(a) Team identification principles – the Nation's Players and Captains shall be required at all times to dress in compliance with the team identification principles which are set out in the *Davis Cup Clothing Guidelines*. To comply, a Player and Captain shall:

- i) display the Nation's name on the back of their shirts; or
- ii) dress in their Nation's colours, as approved by the ITF.

For the Finals only, Players and Captains must dress in their Nation's "Away" colours if instructed to do so by the Referee or the ITF in respect of any Match, Tie or Event.

A Nation's "Away" colours shall be approved by the ITF in advance of the Finals in accordance with the *Davis Cup Clothing Guidelines*.

(b) Team identification principles – as relates to substantially the same colours requirement.

The two Players in a doubles team shall be dressed in substantially the same colours.

The additional team identification principles will be satisfied so long as both members of a doubles team:

- i) display the Nation's name on the back of their shirts and dress in substantially the same colours; or
- ii) dress in their Nation's colours, as approved by the ITF.

Nations should refer to the *Davis Cup Clothing Guidelines* to ensure compliance with this Section 2.

### **3. Identification**

No identification shall be permitted on a Player's or Captain's clothing, products or equipment on court during a match, at any Official Function or press conference (including the media and promotional events referred to at section H below), except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purpose of the rules):

#### **(a) Shirt, sweater, or jacket**

##### **(i) Sleeves**

One (1) manufacturer's identification on each sleeve, neither of which exceeds eight (8) square inches (52 sq.cm) shall be permitted. If written identification is used within this eight (8) square inches (52 sq.cm) area on either or both sleeves, such written identification may not exceed four (4) square inches (26 sq.cm) per sleeve.

##### **(ii) Sleeves or Front**

A total of two (2) commercial (non-manufacturer's) identifications, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and one (1) commercial identification of a Nation's Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the sleeves and/or front of the garment.

##### **(iii) Front, back and collar**

A total of two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification, which does not exceed four (4) square inches (26 sq.cm), plus the National Association's logo which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

#### **(b) Shorts**

Two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm), or one (1) manufacturer's identification which does not exceed four (4) square inches (26 sq.cm) shall be permitted. On compression shorts, one manufacturer's identification not to exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identifications on shorts shall be permitted.

**(c) Socks/shoes**

Manufacturer's identifications on each sock and on each shoe shall be permitted. The identifications on the sock(s) on each foot shall be limited to a maximum of two (2) square inches (13 sq.cm).

**(d) Racquet**

Manufacturer's identifications on racquet and strings shall be permitted.

**(e) Hat, headband, wristband or face covering**

One (1) manufacturer's identification, not to exceed two (2) square inches (13 sq.cm) shall be permitted.

**(f) Bags, other equipment or paraphernalia**

Tennis equipment manufacturer's identifications on each item plus two (2) separate commercial identifications on one (1) bag, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted.

**(g) Other tennis, sport or entertainment event**

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trade mark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition, tennis tournament, any other sport or entertainment event is prohibited on all dress or equipment, unless otherwise approved by the ITF.

**(h) General**

In the event that utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

No identification shall be permitted on a Player's or Captain's clothing, products or equipment that (i) relates to tobacco, e-cigarettes, betting or hard liquor, (ii) is political in nature, (iii) is detrimental to the sport of tennis, the ITF or the Davis Cup competition and/or (iv) that in the opinion of the Referee shares a clear visual likeness with any such entity referenced in (i) so that the identification could reasonably be mistaken for such entity.

For the purposes of this rule, the manufacturer means the manufacturer of the clothing or equipment in question.

In addition, the size limitation shall be ascertained by determining the area of the actual patch or other addition to a Player's clothing without regard to the colour of the same. In determining area, depending on the shape of the patch or other addition, a circle, triangle or rectangle shall be drawn around the same and the size of the patch

for the purpose of this rule shall be the area within the circumference of the circle or the perimeter of the triangle or rectangle as the case may be.

#### **4. Warm-up clothing (sweater, jacket, tracksuit pants)**

Players may wear warm-up clothing during the warm-up and during a match provided it complies with the foregoing provisions and provided further that the Players obtain approval of the Referee prior to wearing warm-up clothing during a match.

The country name of the Player's Nation must be displayed on the back of the sweater or jacket. This is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a Nation's Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a Nation's Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the sweater or jacket.

One logo of the National Association which does not exceed 12 square inches (77.5 sq.cm) is permitted on the sweater, jacket, or tracksuit pants.

This warm-up clothing can only be used during the warm-up, Pre-Tie Function, official ceremonies and Pre-Draw, Post-Draw and Post Match\_Press Conferences.

#### **5. Change/taping**

Any Player who violates this section (dress and equipment) may be ordered by the Chair Umpire or Referee to change his attire or equipment immediately. No taping over of such attire shall be allowed. Failure of a Player to comply with such order may result in immediate default.

#### **6. Fines**

Any Player and/or Captain who violates this section (dress and equipment) and (if a Player) is not defaulted shall be subject to the following fines:

- (a) Violation of the provisions with respect to unacceptable attire or team identification shall result in a fine of up to \$10,000.
- (b) Violation of the provisions with respect to manufacturer's identification shall result in a fine of up to \$1,000.
- (c) Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- (d) Violation of the provisions with respect to other tennis, sport or entertainment event shall result in a fine of up to \$10,000.

If a violation of this section occurs during the Finals, the Nation of the relevant Player/Captain must pay the relevant fine to the ITF on behalf of the Player/Captain.

#### **D. Leaving the court**

Players and Captains shall not leave the court area during a match (including the warm-up) without the permission of the Umpire. Violation of this section shall subject a Player and/or Captain to a fine of up to \$6,000 for each violation. In addition the Player may be defaulted and subjected to the additional penalties for failure to complete a match as set out below.

#### **E. Best efforts**

A Player shall use his best efforts to win a match when competing in a Tie. Violation of this section shall subject a Player to a fine of up to \$10,000 for each violation. For purposes of this section, the Referee and/or the Chair Umpire shall have the authority to penalise a Player in accordance with the Point Penalty Schedule.

In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in these Regulations.

#### **F. Failure to complete a match, Tie and/or Event**

All Players and Captains selected for any match, Tie and/or Event must complete such match, Tie and/or Event unless they are incapacitated by illness, accident or other unavoidable hindrance.

Violation of this section shall:

(a) For the Qualifiers, World Groups I and II, the Play-offs and Regional Group Events:

- i) subject the Player and/or Captain to a fine of up to \$10,000 and ineligibility to represent his Nation in the next match, Tie and/or Event whether in the current Competition or subsequent editions of the Davis Cup competition.

(b) For the Finals only:

- i) subject a Player and/or Captain to a fine of up to \$100,000 and ineligibility to represent his Nation in the next match, Tie and/or Event whether in the current Competition or subsequent editions of the Davis Cup competition; and
- ii) (notwithstanding the Referee's authority to default Team Members at Section U below, and only where a nation fails to field a doubles team for a dead Tie that is required to be played by the Regulations) confer on the Referee the authority to default the Nation of the Player/Captain in breach of this Section F from the next doubles match that the Nation is scheduled to play in its next Tie during the Finals. Before issuing a

default under this sub-section (b) (ii), the Referee must use best efforts to obtain the approval of the Executive Director.

The power to declare the Player and/or Captain ineligible to represent his Nation for the remainder of the Tie or Event shall be exercised by the Referee, who shall use his/her best efforts to obtain the approval of the Executive Director. Any further ineligibility shall be determined by the ITF IAP.

In circumstances that are flagrant and particularly injurious to the success of a match, Tie and/or Event, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in that section.

### **G. Full Performance in the Finals**

Notwithstanding section F above, any match, Tie and/or Event that is not completed in the Finals shall subject the Nation of the Player who is responsible for not completing the match, Tie and/or Event to a fine of up to \$100,000 for each violation.

### **H. Media obligations**

Players and Captains have the following media obligations:

#### **Pre-Tie:**

- (a) Each Nation's nominated Players and Captain must attend (if held) any:
  - i) Tie/Event Draws;
  - ii) Post-Draw Press Conference and broadcast interviews; and
- (b) Captains must attend the Pre-Draw Press Conference (if held).
- (c) For the Qualifiers, each Nation's nominated Players and Captain must attend additional promotional and media activities if requested (lasting a maximum of one hour in total).
- (d) For the Finals each Nation's nominated Players and Captain must attend a team press conference and broadcast interviews, and additional promotional and media activities (lasting a maximum of two hours in total).

#### **Post-match:**

- (a) Unless injured and physically unable to appear, the Player(s) who participated in the match must attend the post-match press conference organised at an appropriate and reasonable time whether they won or lost the match. Captains must attend only the last post-match press conference organised on each day of the Tie in which they participate.

- (b) The Nation's nominated Players and Captain must participate in post-match one-to-one interviews with the national broadcasters of the Home and Visiting Nation, ITF TV and a journalist from the official Davis Cup website.
- (c) For the Final, each of the winning Nation's nominated Players and Captain must attend promotional and media activities (lasting a maximum of four hours in total).

Violation of this section shall subject a Player/Captain to a fine of up to \$10,000 for each incident. (For the avoidance of doubt, if more than one Player/Captain from the same Nation fail to attend the same media event, e.g. two Players fail to attend the same Tie/Event Draw, the total fine for their collective conduct will be \$10,000; but, if any of a Nation's Players/Captains fail to attend different media events, e.g. a Nation's Player fails to attend a Tie/Event Draw and its Captain fails to attend a Pre-Draw Press Conference, then a fine of up to \$10,000 may apply to each failure).

If a Player or Captain fail to attend a media obligation due to a medical reason, the Referee has the discretion to request they undergo a medical examination by the Independent Doctor.

## **I. Ceremonies**

For the purpose of ceremonies and Official Functions, the nominated Players and Captains of all participating Nations are required to attend the following functions (if held) in appropriate team dress unless reasonably unable to do so, as determined by the Referee:

- (a) Pre-Tie Function
- (b) Opening Ceremony
- (c) Team Presentation Ceremony
- (d) Closing Ceremony
- (e) Official Welcome Event
- (f) Official Dinner

Violation of this section shall subject each Player/Captain to a fine of up to \$10,000 for each incident. (For the avoidance of doubt, if more than one Player/Captain from the same Nation fails to attend the same ceremony/Official Function, e.g. two Players fail to attend the Opening Ceremony, the total fine for their collective conduct will be \$10,000; but, if any of a Nation's Players/Captains fail to attend different ceremonies/Official Functions, e.g. a Nation's Player fails to attend the Opening Ceremony and its Captain fails to attend the Closing Ceremony, then a fine of up to \$10,000 may apply to each failure).

If a Player or Captain fail to attend an Official Function or ceremony due to a medical reason, they must undergo a medical examination by the Independent Doctor.

## **J. Time violation/delay of game**

Following the expiration of the warm-up period play shall be continuous and a Player and/or Captain shall not unreasonably delay a match for any cause.

A maximum of twenty-five (25) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the first serve of the next point. If such serve is a fault the second serve must be struck by the server without delay.

When changing ends a maximum of ninety (90) seconds shall elapse from the moment the ball goes out of play at the end of the game until the time the first serve is struck for the next game. If such first serve is a fault the second serve must be struck by the server without delay. However, after the first game of each set and during a tie-break, play shall be continuous and the Players shall change ends without a rest period.

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the first serve is struck for the next set.

If a set ends after an even number of games, there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready.

The first violation of this section, as either server or receiver, shall be penalised by a time violation warning and each subsequent violation, as either server or receiver, shall be penalised as follows:

- Server The time violation shall result in a "fault"
- Receiver The time violation shall result in a "point penalty"

When a violation is a result of a medical condition, refusal to play or not returning to the court within the allowed time, a Code of Conduct violation (delay of game) penalty shall be assessed in accordance with the Point Penalty Schedule.

## **K. Audible obscenity**

Team Members shall not use audible obscenity within the precincts of the site. Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in that section.

For the purpose of this section, audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the Chair Umpire, spectators, linesmen or ball-persons.

## **L. Coaching and Team Members**

Coaching is allowed under the following conditions:

- (a) When the Player is at the same end of the court as the Captain, verbal or visual communication is permitted between points.
- (b) When the Player is at the opposite end of the court to the Captain, only visual communication (subtle hand signals or gestures) is permitted between points.
- (c) Verbal coaching must consist of a few words and/or short phrases.
- (d) Visual coaching must consist of subtle hand signals or gestures.
- (e) The Captain must be on court within the designated area by the player bench only.
- (f) Coaching must be done in a timely manner so as to not disrupt play. No extra time will be allowed for a Player to receive coaching. Delays will be penalised under section J. Time Violation/delay of game.
- (g) Coaching from members of the team bench will be permitted during change of ends and set breaks only. No coaching between points will be permitted from the team bench.

No other coaching is permitted during a match.

Players shall also prohibit their Team Members (1) from using audible obscenity within the precincts of the site, (2) from making obscene gestures of any kind within the precincts of the site, (3) from verbally abusing an official, opponent, spectator or other person within the precincts of the site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the site and (5) from giving, making, issuing, authorising or endorsing any public statement within the precincts of the site which have, or are designed to have, an effect prejudicial or detrimental to the best interests of the Davis Cup competition and/or of the officiating thereof.

Violation of this section shall subject a Player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of the Tie, or are singularly egregious, the Referee may order the Team Member to be removed from the stands or the precincts of the site and upon his failure to comply with such order may declare an immediate default of the Player.

### **M. Visible obscenity**

Team Members shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in that section.

For the purposes of this section, visible obscenity is defined as the making of signs by the person with his hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

### **N. Abuse of balls**

Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precincts of the site except in the reasonable pursuit of a point during a match (including warm-up). Violation of this Section shall subject a Player to fine up to \$700 for each violation. In addition, if a Player commits such violation during a match the Player shall be penalised in accordance with the Point Penalty Schedule below.

For the purposes of this section, abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

### **O. Abuse of racquets or equipment**

Players shall not violently or with anger hit, kick or throw a racquet or other equipment within the precincts of the site. Violation of this section shall subject a Player to a fine up to \$1,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below.

For the purpose of this section, abuse of racquets or equipment is defined as intentionally and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during a match out of anger or frustration.

### **P. Verbal abuse**

Team Members shall not at any time directly or indirectly verbally abuse any official, sponsor, opponent, spectator or other person within the precincts of the site.

Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of

a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

#### **Q. Physical abuse**

Team Members shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the site.

Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

#### **R. Unsportsmanlike conduct**

Team Members shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Violation of this Section shall subject a Team Member to a fine of up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Davis Cup competition, the ITF or the sport of tennis generally. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interest of the Davis Cup competition and/or the officiating thereof.

#### **S. Partisan crowd/spectator behaviour**

During Competition matches each Nation must control its supporting spectators so that play is not interrupted or disturbed. In the event that the spectators or any individual spectators supporting a Nation behave in such a partisan manner that play

is unreasonably interrupted or the Players at any time are unreasonably provoked and/or intimidated, the Referee shall penalise such Nation's player in accordance with the following:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD AND EACH SUBSEQUENT offence	GAME PENALTY

However, after the third partisan crowd violation, the Referee shall determine whether each subsequent offence shall constitute a default.

In circumstances that are flagrant and particularly injurious to the success of a Tie, the Referee shall have the authority to declare a default for a single violation of this section.

## **T. Point Penalty Schedule**

The Point Penalty Schedule to be used for violations set forth is as follows:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD AND EACH SUBSEQUENT offence	GAME PENALTY

However, after the third Code of Conduct violation, the Referee shall determine whether each subsequent violation shall constitute a default.

The decision of the Referee under the Point Penalty Schedule shall be final and not subject to appeal.

For the avoidance of doubt, the Point Penalty Schedule applies in addition to any other sanction (such as fines) that might apply under this Code of Conduct.

## **U. Defaults**

The Referee may declare a default for either a single violation of this Code of Conduct (immediate default) committed by any Team Member or pursuant to the Point Penalty Schedule set out above. In all cases of default, the decision of the Referee shall be final and not subject to appeal.

Any Player who is defaulted under this provision may be fined up to \$2,000 in addition to any or all other fines levied with respect to the offending incident.

In addition, any Player who is defaulted under this provision may be defaulted from the remainder of the Tie/Event, except when the offending incident involves only a violation of the punctuality or dress and equipment sections of this Code of Conduct, or as a result of a medical condition or when his doubles partner commits the Code of Conduct violation that causes the default. Default of a Player from the remainder of the Tie/Event may include at the Referee's discretion the removal of accreditation and denial of access to the site.

A default as a result of a violation by a Team Member other than a Player will subject that Team Member to removal of accreditation, and at the Referee's discretion, denial of access to the site (except for a violation arising during the Finals, in which case Regulation 77.2 applies).

However, prior to any default from the remainder of the Tie, removal of accreditation and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the Executive Director.

## **V. Doubles match**

### **1. Point penalties/game penalties/defaults**

Point penalties, game penalties and/or a default if assessed for violation of this Code of Conduct shall be assessed against the doubles team.

### **2. Fines**

Fines for violation of the provisions on team identification for doubles teams shall be assessed against the team. All other fines for violation of Article II shall be assessed only against the individual member of the doubles team who is in violation unless both members of the team are in violation.

## **W. Determination and penalty**

The Referee shall make such investigation as is reasonable to determine the facts regarding all On-site Offences and upon determining that a violation has occurred shall specify the applicable fine and/or other sanction and give written notice to the Captain.

## **X. Payment of fines**

The ITF shall deduct any fines from a Nation's Participation Payment.

## **Y. Appeals**

Any Team Member found to have committed an On-site Offence at a Tie/Event may appeal the offence placed on their record and/or any fine imposed (but not any point penalties or defaults) to the ITF IAP in accordance with Regulation 77.

## **ARTICLE III: MAJOR OFFENCES**

### **A. Aggravated Behaviour**

No Team Member or Related Person at any Tie shall engage in "Aggravated Behaviour" which is defined as follows:

1. One or more incidents of behaviour designated in this Code of Conduct as constituting "Aggravated Behaviour".

2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup competition, or is singularly egregious.
3. A series of two (2) or more violations of this Code of Conduct within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is egregious and is detrimental to the Davis Cup competition.

Violation of this Section by a Player/Captain, directly or indirectly through a Related Person or others, shall subject a Player/Captain to a fine up to \$250,000 or the amount of Player Prize Money and/or prize money earned at the Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Ties and/or any ITF tournament, event or circuit.

Violation of this section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or any ITF tournament, event or circuit.

#### **B. Conduct contrary to the integrity of the game**

No Player, Captain or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a Player and/or Captain is convicted of the violation of a criminal law of any country or territory, the punishment for which includes possible imprisonment for more than one year, he may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the game of tennis. In addition, if a Player, Captain or Related Person has at any time behaved in a manner severely damaging to the reputation of the sport, he may be deemed by virtue of such behaviour to have engaged in conduct contrary to the integrity of the game of tennis and be in violation of this section. Violation of this section by a Player and/or Captain, directly or indirectly through a Related Person or others, shall subject a Player and/or Captain to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Ties and/or any ITF tournament, event or circuit. Violation of this Section shall be Aggravated Behaviour and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or any ITF tournament, event or circuit.

#### **C. Determination and penalty**

The ITF will investigate all facts concerning any alleged Major Offence. All Players, Captains and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a Player, Captain or Related Person (a '**Demand**') to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including requiring the Player, Captain or Related Person to attend an interview and/or to provide a written statement setting forth his knowledge of the relevant facts and circumstances. The Player, Captain or Related Person must furnish such information within seven business days of the making of such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this section, the ITF forms the view that a Player, Captain or Related Person has a case to answer for commission of a Major Offence, the ITF shall send a written notice to the player or other person (the '**Notice of Charge**') setting out:

(a) the Major Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;

(b) the potential consequences applicable if it is determined that the alleged Major Offence has been committed;

(c) the Player, Captain or Related Person's entitlement to respond to the Notice of Charge in one of the following ways:

(i) To admit the Major Offence(s) charged, and accede to the consequences specified in the Notice of Charge;

(ii) To admit the Major Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or

(iii) To deny the Major Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing; and

(d) that, if the Player, Captain or Related Person wishes to exercise his right to a hearing before the Independent Tribunal, he must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Player, Captain or Related Person's receipt of the notice. The request must also state how the Player, Captain or Related Person responds to the charge in the notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Player, Captain or Related Person will be deemed to have admitted the Major Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Player, Captain or Related Person admits the Major Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Major Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Player, Captain or Related Person and to any other party that has a right, further to Regulation 77, to appeal the decision.

## **Provisional suspension**

At the time, afterwards, or before it issues a Notice of Charge, the ITF may impose a provisional suspension on the Player, Captain or Related Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.

Where a provisional suspension is imposed, the ITF shall notify the Player, Captain or Related Person of his right:

- (a) at his election, to make an application to the Chair of the Independent Tribunal convened to hear his case, either immediately or at any time prior to the full hearing, for an order that the provisional suspension should not be imposed (or, if the provisional suspension has been imposed, that it should be vacated). The Chair of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and
- (b) to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him is determined, as soon as possible, consistent with the requirements of due process.

In circumstances where the ITF decides not to impose a provisional suspension, the Player, Captain or Related Person shall be offered the opportunity to accept a voluntary provisional suspension pending the resolution of the matter. If the Player, Captain or Related Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Player, Captain or Related Person must communicate his acceptance in writing to the ITF, in a form acceptable to the ITF.

No admission shall be inferred, or other adverse inference drawn, from the decision of a Player, Captain or Related Person (a) not to make an application to avoid (or to vacate) a provisional suspension, or (b) to accept a voluntary provisional suspension.

A Player, Captain or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Competition or subsequent edition of the Davis Cup competition.

Any period of provisional suspension served by the Player, Captain or Related Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Player, Captain or Related Person must have respected the terms of the provisional suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the provisional suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Player's, Captain's or Related Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Player, Captain or Related Person

shall receive a credit for such period of provisional suspension served against any period of suspension that may ultimately be imposed on appeal.

### **Hearing**

If the Player, Captain or Related Person charged exercises their right to a hearing, the matter shall be referred to the Independent Tribunal and shall proceed in accordance with the procedures set out in the Independent Tribunal Procedural Rules.

Subject only to the rights of appeal set out in Regulation 77, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

Any breach by a player or Related Person of the terms of their sanction under this Article III shall be referred to the ITF IAP and dealt with pursuant to clause 5 of the ITF Internal Adjudication Panel Procedural Rules.

### **D. Payment of fines**

All fines imposed by the Independent Tribunal for Major Offences shall be deducted from the Nation's Participation Payment, or (where there are no payments outstanding or they are not sufficient to cover the fine) shall be paid by the Player/Captain and/or his Nation to the ITF by the deadline specified by the Independent Tribunal (or ITF where the Player or Captain does not exercise their right to a hearing).

## **ARTICLE IV: WELFARE POLICY**

Each Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Schedule 4.

## **ARTICLE V: MISCONDUCT**

- A. For the purposes of this article, '**Covered Persons**' shall have the same meaning as set out in the Welfare Policy in Schedule 4.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or Nation who/that engages in or commits any act of misconduct which does not fall within any behaviour or conduct that is specifically prohibited in this Code of Conduct, or is prohibited but such prohibition is limited in its application so that it is not expressed to apply to the applicable Covered Person or Nation, shall be in violation of this section.
- C. For the purposes of this section, '**Misconduct**' means any conduct or behaviour that is contrary to the integrity or reputation or interests of the ITF, the Davis Cup competition, any other tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.

- D. Any individual or Nation who/that believes that any Covered Person or Nation has committed misconduct in violation of this section may file a written complaint with the Executive Director. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct.
- E. Upon receipt of such a complaint, or if the ITF itself considers that there has been apparent misconduct, the ITF shall cause an investigation to be made of all facts concerning the alleged misconduct and shall provide written notice of such investigation to the Covered Person involved; the Covered Person shall be given at least ten (10) days to provide to the ITF, directly or through counsel, such evidence as the Covered Person deems to be relevant to the investigation. All Covered Persons must cooperate fully with such investigations. Upon the completion of the investigation, the ITF shall refer the matter to the ITF IAP.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF IAP shall promptly issue a written decision, including sanctions (if any). A copy of the decision shall be promptly delivered to all parties.
- G. The ITF IAP may impose appropriate sanctions on Covered Persons or a Nation including:
1. In the case of a Player or Captain, a fine of up to \$250,000 or the amount of Player Prize Money and/or prize money earned at the Tie during or at which the violation of this section occurs, whichever is greater, and/or a maximum penalty of permanent suspension from play in all Ties in the Competition and/or subsequent editions of the Davis Cup competition;
  2. In the case of a Nation, disqualification in respect of the Competition, and/or refusal of entry for future editions of the Davis Cup competition until assurances of compliance with the Regulations and Code of Conduct are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF IAP, do not justify disqualification, the ITF IAP may decide to impose only a fine or withhold part or whole of the payment set out in Schedule 2, Article 10.
  3. In the case of all other Covered Persons, denial of privileges or a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or the Davis Cup competition.
- H. Any Covered Person sanctioned for misconduct by the ITF IAP may appeal that decision to the Independent Tribunal in accordance with Regulation 77.
- I. If any Team Member commits misconduct during the Finals, Regulation 77.2 applies.

## **ARTICLE VI: COVID-19 PROTOCOLS**

In response to the Covid-19 pandemic, the ITF introduced an obligation for Home/Host Nations and Covered Persons to comply with the *Davis Cup and Billie Jean King Cup Covid-19 Protocols* including the *Minimum Standards of Behaviour* (the "Protocols").

The ITF reserves the right at any time to reintroduce the obligation for Home/Host Nations and Covered Persons to comply with the Protocols. The ITF's decision to reintroduce the obligation for Home/Host Nations and Covered Persons to comply with the Protocols shall be made entirely at the ITF's discretion. The ITF shall endeavour to notify Covered Persons, National Associations, Regional Associations or other governing bodies of the reintroduction of the Protocols, but the Protocols shall be enforceable in any event.

In the event the ITF decides to reintroduce the obligation for Home/Host Nations and Covered Persons to comply with the Protocols, the provisions in Article VI. A – D below shall apply:

A. For the purposes of this article, 'Covered Persons' shall have the same meaning as set out in the Welfare Policy in Schedule 4.

B. **MINIMUM STANDARDS OF BEHAVIOUR**

All Home/Host Nations and Covered Persons shall comply with the Protocols. Any failure to comply with the Protocols shall amount to a violation of this Article VI. Violation of this Article VI may result in the following sanctions:

1. For a Player or Team Member: a fine of up to \$10,000, and/or an Immediate Default under Article II. Section U and ineligibility to represent his Nation in the next match, Tie and/or Event in the current Competition. If such violation occurs during a match (including the warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule at Article II.S. One violation of this section that is flagrant and particularly injurious to the success of a match, Tie and/or Event or the Competition, or is singularly egregious, or a series of two (2) or more violations of this section within a twelve (12) month period which when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Tie and/or Event or the Competition may also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in that section.
2. In the case of the Nation responsible for a Covered Person: disqualification in respect of the Tie, Event or Competition. For one or more violations which are singularly or collectively flagrant or egregious or detrimental or injurious to the tournament, the ITF IAP may, upon referral by the Referee or the Executive Director, consider the violation as Misconduct under Article V of the Code of Conduct;

3. In the case of all other Covered Persons: immediate denial of privileges or revocation of accreditation and denial of access to the Tie, Event or Competition. One or more violations which are singularly or collectively flagrant or egregious or detrimental or injurious to the tournament may also result in permanent revocation of accreditation and denial of access to future editions of the Competition as determined by the ITF;
4. In circumstances of any failure by a Home/Host Nation to comply with the Protocols, including the *Minimum Standards of Behaviour*, the Davis Cup Committee may (without prejudice to the ITF IAP's general sanctioning powers) intervene in the organisation of, relocate, suspend or cancel the Tie/Event.

#### C. DETERMINATION AND PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all offences under Article VI.B and upon determining that a violation has occurred shall specify the applicable fine and/or other sanction and (where appropriate) give written notice to the Captain. In addition, the Referee may refer a specific violation to the ITF IAP under Section B.(ii). All Covered Persons must cooperate fully with such investigations.

A violation by a Covered Person may subject that Covered Person to (as applicable) a fine, default, disqualification, immediate removal of accreditation and/or denial of access to the site, at the Referee's discretion (except for a violation arising during the Finals by a Player or Team Member, in which case Regulation 77.2 applies). Before issuing any default from the remainder of the Tie, removal of accreditation and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the Executive Director.

#### D. APPEALS

Any Player or Team Member found to have committed an offence under Article VI.B at a Tie or Event may appeal the offence and/or any fine imposed to the Independent Tribunal in accordance with Regulation 77. Any other Covered Person found to have committed an offence under Article VI.B at a Tie or Event may appeal the offence and/or any sanction imposed to the IAP in accordance with Regulation 77.

## **SCHEDULE 4: WELFARE POLICY**

A “**Covered Person**” is bound by all sections of this Welfare Policy, and is any person who:

- Competes, coaches, officiates, works at, or otherwise participates in (whether as a player or supporting role, including parents and legal guardians of a player) in a tennis event organised or sanctioned by the ITF;
- Attends or is employed at an ITF Regional Training Centre;
- Is a member of an ITF Touring Team in any capacity;
- Is an ITF employee or ITF-appointed consultant;
- Holds an ITF or ITF-recognised Officiating or Coaching certification;
- Receives accreditation at any ITF Tournaments, Events and activities; or
- Acts as an ITF contractor or volunteer in relation to any of the above.

### **Section A.**

Criminal Conduct – illegal drugs and substances

Any Covered Person convicted of or having entered a plea of guilty or no contest to a criminal charge or indictment relating to the use, possession, distribution or intent to distribute illegal drugs or substances will be deemed to be in violation of this Section A of the ITF Welfare Policy and shall be subject to sanction in accordance with the *Procedural Rules Governing Proceedings before an Internal Adjudication Panel Convened Under ITF Rules*.

### **Section B.**

Children Safeguarding Policy

*Published separately and available in full on the ITF website at [www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations](http://www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations)*

### **Section C.**

Adult Safeguarding Policy

*Published separately and available in full on the ITF website at [www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations](http://www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations)*

### **Section D.**

Safeguarding and Case Management Procedures

*Published separately and available in full on the ITF website at [www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations](http://www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations)*

## **SCHEDULE 5: MEDICAL/TOILET BREAKS AND EXTREME WEATHER CONDITIONS**

An Independent Doctor (referenced in this Schedule) must be appointed for all Ties/Events in the Competition. For some Ties, the Independent Doctor must be on site at all times, whereas for other Ties the Independent Doctor is required to be on-call only (see Regulation 11.3). Where this Schedule requires consultation with the Independent Doctor, and if at the time consultation is required the Independent Doctor is on-call but not on site, the Referee shall have discretion to decide whether it is necessary for the Independent Doctor to come on site for the consultation or whether it is sufficient to communicate with the Independent Doctor by telephone.

### **1. Medical condition**

- 1.1 A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Sports Physiotherapist (*as defined in the ITF Guide to Recommended Healthcare Standards*) during the warm-up or the match.
- 1.2 Treatable medical conditions include:
  - (a) Acute medical condition: the sudden development of a medical illness or musculoskeletal injury during the warm-up or the match that requires immediate medical attention.
  - (b) Non-acute medical condition: a medical illness or musculoskeletal injury that develops or is aggravated during the warm-up or the match and requires medical attention at the changeover or set break.
- 1.3 Non-treatable medical conditions include:
  - (a) Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
  - (b) Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
  - (c) General Player fatigue.
  - (d) Any medical condition requiring injections or intravenous infusions, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.
  - (e) Any medical condition requiring oxygen, unless prior medical approval has been given by the ITF. Except as permitted by this provision, the use of supplemental oxygen is not permitted at any time, for any reason.

## **2. Medical evaluation**

- 2.1 During the warm-up or the match, the Player may request through the Chair Umpire for the Sports Physiotherapist, in conjunction with the Independent Doctor, to evaluate him during the next change over or set break. Only in the case that a Player develops an acute medical condition that necessitates an immediate stop in play may the Player request through the Chair Umpire for the Sports Physiotherapist, in conjunction with the Independent Doctor, to evaluate him immediately.
- 2.2 The purpose of the medical evaluation is to determine if the Player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed off-court and may proceed in conjunction with the Independent Doctor.
- 2.3 If the Referee, in consultation with the Independent Doctor, determines that the Player has a non-treatable medical condition, then the Player will be advised that no medical treatment will be allowed.

## **3. Medical Time-Out**

- 3.1 A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Sports Physiotherapist has evaluated the Player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Sports Physiotherapist, in conjunction with the Independent Doctor, determines that the Player has developed an acute medical condition that requires immediate medical treatment.
- 3.2 The Medical Time-Out begins when the Sports Physiotherapist is ready to start treatment. At the discretion of the Referee, treatment during a Medical Time-Out may take place off-court, and may proceed in conjunction with the Independent Doctor.
- 3.3 The Medical Time-Out is limited to three minutes of treatment.
- 3.4 A Player is allowed one Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one treatable medical condition.
- 3.5 A Player may receive treatment for muscle cramping only during the time allotted for change of ends and/or set breaks. Players may not receive a Medical Time-Out for muscle cramping.

- 3.6 In cases where there is doubt about whether the Player suffers from an acute medical condition, non-acute medical condition inclusive of muscle cramping, or non-treatable medical condition, the decision of the Referee, in consultation with the Independent Doctor, is final. If the Sports Physiotherapist, in conjunction with the Independent Doctor, believes that the Player has heat illness, and if muscle cramping is one of the manifestations of heat illness, then the muscle cramping may only be treated as part of the recommended treatment by the Sports Physiotherapist, in conjunction with the Independent Doctor, for the heat illness condition.
- 3.7 A Player who has stopped play by claiming an acute medical condition, but is determined by the Referee, in consultation with the Independent Doctor, to have muscle cramping, shall be ordered by the Chair Umpire to resume play immediately.
- 3.8 If the Player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he may forfeit the point(s)/game(s) needed to get to a change of ends or set-break in order to receive treatment. There may be a total of two full change of ends treatments for muscle cramping in a match, not necessarily consecutive.
- 3.9 If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code of Conduct violation for unsportsmanlike conduct may be issued.
- 3.10 A total of two consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Sports Physiotherapist, in conjunction with the Independent Doctor, determines that the Player has developed at least two distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Sports Physiotherapist, in conjunction with the Independent Doctor, will perform a medical evaluation for the two or more treatable medical conditions during a single evaluation, and may then determine that two consecutive Medical Time-Outs are required.

#### **4. Medical Treatment**

- 4.1 A Player may receive on-court medical treatment and/or supplies from the Sports Physiotherapist, and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

#### **5. Penalty**

- 5.1 After completion of a Medical Time-Out or medical treatment, any delay in resuming play shall be penalised by Code of Conduct violation for delay of

game. Any Player abuse of this provision will be subject to penalty in accordance with the unsportsmanlike conduct section of the Code of Conduct.

## **6. Bleeding**

- 6.1 If a Player is bleeding, the Chair Umpire must stop play as soon as possible, and the Sports Physiotherapist should be called to the court by the Chair Umpire for evaluation and treatment. The Sports Physiotherapist, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.
- 6.2 If requested by the Sports Physiotherapist, in conjunction with the Independent Doctor, the Referee may allow up to a total of five minutes to ensure the bleeding is controlled.
- 6.3 If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

## **7. Vomiting**

- 7.1 If a Player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the Player requests medical evaluation. If the Player requests medical evaluation, then the Sports Physiotherapist, in conjunction with the Independent Doctor, must determine if the Player has a treatable medical condition, and if so, whether the medical condition is acute or non-acute.
- 7.2 If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

## **8. Incapacity**

- 8.1 If any concern arises about a Player's medical condition (whether physical or psychological) that he is unable to compete, or he poses a serious health risk to other Players, Officials or Tie organisers or staff, the Sports Physiotherapist and/or Independent Doctor should be called to assist the Player.
- 8.2 If the issue arises during a match, the Chair Umpire should immediately call for the Sports Physiotherapist and/or Independent Doctor to assist the Player.
- 8.3 The Independent Doctor is responsible for ensuring that the Player is afforded the best medical attention, that his well-being is not put at risk, and that his medical condition is not a risk to other Players or the public at large. All discussions between the Independent Doctor and the Player take place within the context of a doctor-patient relationship and are therefore confidential and may not be divulged to a third party without the informed consent of the player. However, if the Independent Doctor determines that the Player's medical condition makes the Player unable to participate safely in the match, the Player must permit the Independent Doctor to advise the Referee of their determination (only disclosing medical information to which the Player has

consented). Upon receipt of such a report from the Independent Doctor, the Referee will decide whether to retire the Player from the match in progress or withdraw him from the match to be played (as applicable). The Referee shall use great discretion before taking this action, and should base the decision on the best interests of professional tennis, as well as taking all medical opinion and advice, and any other relevant information into consideration.

8.4 If the Player's medical condition improves sufficiently to return to competition, the Independent Doctor may inform the Referee accordingly. At the discretion of the Referee, the Player may subsequently compete in another match at the same Tie, either that day or on a subsequent day.

8.5 It is recognised that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

## **9. Toilet break**

9.1 A Player is allowed to request permission to leave the court for a reasonable time for a toilet break.

9.2 Toilet breaks should only be taken on a set break and can be used for no other purpose.

9.3 In singles, a Player is entitled to one toilet break.

9.4 In doubles matches, each doubles team is entitled to a total of two breaks. If partners leave the court together, it counts as one of the team's authorised breaks.

9.5 Any time a Player leaves the court for a toilet break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court.

9.6 Any toilet break taken after a warm-up has started is considered one of the authorised breaks.

9.7 Additional breaks will be authorised (own time) but will be penalised in accordance with back-to-back time violations, warning, then penalties (depending on whether a time violation warning has been previously issued or not) regardless of whether serving or receiving until the player is back on court and ready to play.

9.8 Any Player abuse of this rule will be subject to penalty in accordance with the unsportsmanlike conduct section of the Code of Conduct.

## **10. Lightning**

10.1 The Referee or his/her designee is responsible for monitoring the local weather for lightning. The Referee has the authority to suspend play when a

thunderstorm appears imminent (for instance if lightning is sighted and thunder occurs in 30 seconds or less). Everyone on-site should be advised to seek appropriate shelter immediately. Play should not resume until the likelihood of a lightning strike has passed (as a guideline, at least 30 minutes after the last lightning strike is seen and the last sound of thunder is heard). Additional information on thunderstorms and lightning is provided in the ITF Guide to Recommended Health Care Standards for Tennis Tournaments.

## 11. Extreme Weather Conditions

### 11.1 Definitions

#### (a) Extreme Heat Condition: Modification of Play

Extreme Heat Condition: Modification of Play criterion is defined as when the Wet-Bulb Globe Temperature (WBGT) on court meets or exceeds 30.1°C (86.2°F). If the WBGT cannot be measured, then the Heat Index should be calculated using the chart below, and Extreme Heat Condition: Modification of Play criterion is defined as when the Heat Index meets or exceeds 34.0°C (93.2°F).

#### (b) Extreme Heat Condition: Suspension of Play

Extreme Heat Condition: Suspension of Play criterion is defined as when the WBGT on court meets or exceeds 32.2°C (90.0°F). If the WBGT cannot be measured, then the Heat Index should be calculated using the chart below, and Extreme Heat Condition: Suspension of Play criterion is defined as when the Heat Index meets or exceeds 40.1°C (104.2°F).

Air temperature											
	21.1°C 70°F	23.9°C 75°F	26.7°C 80°F	29.4°C 85°F	32.2°C 90°F	35°C 95°F	37.8°C 100°F	40.6°C 105°F	43.3°C 110°F	46.1°C 115°F	48.9°C 120°F
Relative humidity	Heat Index (combined index of air temperature and relative humidity)										
0%	17.8°C 64°F	20.6°C 69°F	22.8°C 73°F	25.6°C 78°F	28.3°C 83°F	30.6°C 87°F	32.8°C 91°F	35°C 95°F	37.2°C 99°F	39.4°C 103°F	41.7°C 107°F
10%	18.3°C 65°F	21.1°C 70°F	23.9°C 75°F	26.7°C 80°F	29.4°C 85°F	32.2°C 90°F	35°C 95°F	37.8°C 100°F	40.6°C 105°F	43.9°C 111°F	46.7°C 116°F

<b>20%</b>	18.9° C 66°F	22.2° C 72°F	25°C 77°F	27.8° C 82°F	30.6°C 87°F	33.9°C 93°F	37.2° C 99°F	40.6°C 105°F	44.4° C 112°F	48.9°C 120°F	54.4° C 130°F
<b>30%</b>	19.4° C 67°F	22.8° C 73°F	25.6°C 78°F	28.9° C 84°F	32.2°C 90°F	35.6°C 96°F	40.1° C 104°F	45°C 113°F	50.6° C 123°F	57.2°C 135°F	64.4° C 148°F
<b>40%</b>	20°C 68°F	23.3° C 74°F	26.1°C 79°F	30°C 86°F	33.9°C 93°F	38.3°C 101°F	43.3° C 110°F	50.6°C 123°F	58.3° C 137°F	66.1°C 151°F	
<b>50%</b>	20.6° C 69°F	23.9° C 75°F	27.2°C 81°F	31.1° C 88°F	35.6°C 96°F	41.7°C 107°F	48.9° C 120°F	57.2°C 135°F	65.6° C 150°F		
<b>60%</b>	21.1° C 70°F	24.4° C 76°F	27.8°C 82°F	32.2° C 90°F	37.8°C 100°F	45.6°C 114°F	55.6° C 132°F	65°C 149°F			
<b>70%</b>	21.1° C 70°F	25°C 77°F	29.4°C 85°F	33.9° C 93°F	41.1°C 106°F	51.1°C 124°F	62.2° C 144°F				
<b>80%</b>	21.7° C 71°F	25.6° C 78°F	30°C 86°F	36.1° C 97°F	45°C 113°F	57.8°C 136°F					
<b>90%</b>	21.7° C 71°F	26.1° C 79°F	31.1°C 88°F	38.9° C 102°F	50°C 122°F						

## 11.2 Measurement Procedure

The WBGT or Heat Index should be measured at least three (3) times daily by the Referee or his/her designee. Ideally, measurements should be taken every 2 hours, but a minimum three (3) readings should be taken at the following times:

- (a) 30 minutes before match play begins;
- (b) Middle of the scheduled day's play; and
- (c) Just prior to beginning the last match of the day, or just prior to the start of the first evening session match.

The WBGT or Heat Index should also be measured under the following circumstances:

- (a) Following any suspension of play; and
- (b) At the discretion of the Referee, in consultation with the Independent Doctor and/or Sports Physiotherapist.

Details on the measurement of WBGT and Heat Index are provided in the current edition of the *ITF Guide to Recommended Health Care Standards for Tennis Tournaments*.

### 11.3 Extreme Heat Condition: Modification of Play

When the Extreme Heat Condition: Modification of Play criterion is met before the start or resumption of a match, the procedures set out below in Regulation 11.4 should be followed.

If there is a change in weather conditions and the Extreme Heat Condition: Modification of Play criterion is met while a match is in progress, as determined by the periodic monitoring set out above in Regulation 11.2, the procedures set out below in Regulation 11.4 should be followed on all courts, including matches already in progress. Once notified that the Extreme Weather Condition: Modification of Play criterion is met, the Chair Umpire must inform the players when the players next approach the players' bench for a change of ends or set break.

If there is a change in weather conditions and the Extreme Heat Condition: Modification of Play criterion is no longer met, as determined by the periodic monitoring set out above in Regulation 11.2, those matches already in progress should continue to follow the procedures set out below in Regulation 11.4 until they are completed or suspended.

### 11.4 Modification of Play Procedures (Singles and Doubles)

A 10-minute break will be allowed between the second and third sets (in a best of 3 tie-break sets match) if one or more of the players requests such a break. If neither/none of the players requests such a break, then play will continue.

However, if a match has already resumed following the suspension of play and one set was completed before the suspension of play, the 10-minute break will no longer be available, unless otherwise decided by the Referee.

The Referee, in consultation with the Independent Doctor/Sports Physiotherapist, may choose to delay the starting time for matches until such a time as the Extreme Heat Condition: Modification of Play criterion is no longer met.

- (a) During the 10-minute break:

- (i) Coaching is allowed.
  - (ii) A Medical Evaluation, Medical Time-Out or Medical Treatment is not allowed, unless approved by the Referee. Approval would normally be restricted to requests for the Independent Doctor/Sports Physiotherapist that are made on-court to the Chair Umpire, or were already agreed before the end of the second set. However, a player is allowed to receive an adjustment of medical support, medical equipment and/or medical advice from the Independent Doctor/Sports Physiotherapist during the 10-minute break.
- (b) Immediately following the 10-minute break:
- (i) Any delay in resumption of play will subject a player to Time Violations under the Code of Conduct (Warning, and Point Penalties only apply).
  - (ii) No re-warm up is allowed.
  - (iii) A player is not allowed to receive a Medical Evaluation, Medical Time-Out or Medical Treatment, unless approved by the Referee.
- (c) Consecutive Breaks:

An Extreme Weather Condition: Modification of Play 10-minute break and a Toilet break cannot be taken consecutively.

#### 11.5 Extreme Heat Condition: Suspension of Play (Singles and Doubles)

When the Extreme Heat Condition: Suspension of Play criterion is met before the start or resumption of a match, the start or resumption of play should be suspended until Extreme Heat Condition: Suspension of Play criterion is no longer met. If a game is in progress when the Extreme Heat Condition: Suspension of Play criterion is met, play should be suspended at the end of that game. Once the Extreme Heat Condition: Suspension of Play criterion is no longer met, the Referee should give the players reasonable notice of the time at which play will resume.



## **SCHEDULE 6: BOARD AND COMMITTEE**

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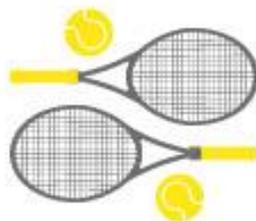
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