

**GOLF AUSTRALIA  
PGA of AUSTRALIA  
AUSTRALIAN LADIES PROFESSIONAL GOLF**  
Policy Document

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**Policy on Match-Fixing & Anti-Corruption**

## Foreword

In response to the National Policy on Match-Fixing in Sport endorsed by the Sports Ministers of Australia on 10 June 2011 and to adhere with the provisions described therein, the Boards of Golf Australia (GA), PGA of Australia (PGA) and Australian Ladies Professional Golf (ALPG) on the dates set out below have adopted this Policy on Match-Fixing & Anti-Corruption (the Policy). The purpose of this Policy is to:

- maintain the integrity of Golf in Australia;
- protect against any efforts to impact improperly the results of any golf tournament;
- establish a uniform and consistent scheme of enforcement and sanctions applicable to all tournaments conducted under the auspices of GA, PGA and ALPG; and
- adhere to the provisions of the National Policy on Match Fixing in Sport adopted and endorsed by all Australian Sports Ministers on 10 June 2011.

The policy represents a commitment by the sport of Golf in Australia to address the issue of inappropriate and fraudulent sports betting and match-fixing activities with the aim of protecting the integrity of Golf.

The Board of GA, PGA and ALPG have resolved to adopt this Policy with the aim of deterring match-fixing, and dealing with it should it arise, and in so doing preserve the integrity of Golf in Australia.

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**Mr John Hopkins**  
**Chairman**  
**Golf Australia**

**Mr Mark Gibson**  
**Chairman**  
**PGA of Australia**

**Ms Shani Waugh,**  
**President**  
**Australian Ladies Professional Golf**

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## **Policy on Match-Fixing & Anti-Corruption**

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### **Table of contents**

<b>1. Introduction .....</b>	<b>1-4</b>
<b>2. Definitions &amp; Interpretations .....</b>	<b>2-4</b>
Interpretation.....	2-6
<b>3. Application.....</b>	<b>3-7</b>
3.1 Application of Policy.....	3-7
3.2 Education.....	3-7
3.4 Code of conduct.....	3-7
<b>4. Prohibited Conduct .....</b>	<b>4-8</b>
<b>5. Reporting process .....</b>	<b>5-9</b>
<b>6. Investigations.....</b>	<b>6-10</b>
6.1 Investigations – the GIO.....	6-10
6.2 Golf Integrity Hearing Panel - GIHP .....	6-11
6.3 Provisional suspension.....	6-12
6.4 Notices .....	6-12
<b>7. Due Process .....</b>	<b>7-12</b>
7.1. Commencement of Proceedings. ....	7-12
<b>8. Conduct of Hearings. ....</b>	<b>8-14</b>
<b>9. Burdens and Standards of Proof.....</b>	<b>9-14</b>
<b>10. Decisions.....</b>	<b>10-15</b>
<b>11. Sanctions.....</b>	<b>11-15</b>
<b>12. Appeals .....</b>	<b>12-16</b>
<b>13. Confidentiality and reporting .....</b>	<b>13-16</b>
<b>14. Criminal offences.....</b>	<b>14-17</b>
<b>15. Privilege .....</b>	<b>15-17</b>
<b>16. Information sharing.....</b>	<b>16-17</b>
16.1 Monitoring by Betting Operators .....	16-17
16.2 Sponsorship .....	16-18
<b>Annexure A —Golf Australia Code of Conduct.....</b>	<b>16-19</b>
Preamble .....	16-20

# GOLF AUSTRALIA PGA of AUSTRALIA AUSTRALIAN LADIES PROFESSIONAL GOLF

Policy Document

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## Policy on Match-Fixing & Anti-Corruption

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### 1. Introduction

- (a) GA, PGA and ALPG recognise that betting is a legitimate pursuit, however illegal or fraudulent betting is not. Fraudulent betting on sport and associated match-fixing is an emerging and critical issue globally for sport, the betting industry and governments alike.
- (b) Golf in Australia, has an obligation to address the threat of match-fixing and the corruption that flows from that.
- (c) GA, PGA and ALPG, their Member Associations and Tournament Organisers have a zero tolerance for illegal gambling and match-fixing.
- (d) GA, PGA and ALPG will engage the necessary technical expertise to administer, monitor and enforce this Policy.
- (e) The purpose of this Policy is to:
  - i. maintain the integrity of Golf in Australia;
  - ii. protect against any efforts to impact improperly the results of any golf tournament;
  - iii. establish a uniform and consistent scheme of enforcement and sanctions applicable to all tournaments conducted under the auspices of the Governing Bodies; and
  - iv. adhere to the provisions of the National Policy on Match Fixing in Sport adopted and endorsed by all Australian Sports Ministers on 10 June 2011.
- (f) The conduct prohibited under this Policy may also be a criminal offence and/or a breach of other applicable laws or regulations. This Policy is intended to supplement such laws and regulations. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Covered Persons must comply with all applicable laws and regulations at all times.

### 2. Definitions & Interpretations

In this Policy, unless the contrary intention appears or the context otherwise requires:

**ALPG** means Australian Ladies Professional Golf Incorporated (Y0785945)

**Anti-Match-Fixing Education Program** means the online resource provided by the Federal Department of Health that all Covered persons should undertake located at the url. <http://elearning.sport.gov.au/>

**Bet** means a wager of money or Consideration or any other form of financial speculation on an Event or part thereof

**Betting Operator** means any company or other undertaking that promotes, brokers, arranges or conducts any form of wagering or betting activity in relation to Events

**CAS** means the Court of Arbitration for Sport

**CEO** means the Chief Executive Officer of each Governing Body as appointed from time to time

**Consideration** means anything of value

**Covered Person** means any Player, Related Person, or any Tournament Support Personnel

**Decision** means a decision of a GIHP regarding the commission of Prohibited Conduct

**Demand** means a written demand for information issued by the GIO to any Covered Person

**Event** means all professional golf tournaments including those tournaments that are also open for amateur players' participation, whether men's or women's, organised or sanctioned by any of the Governing Bodies. For the avoidance of doubt, 'Event' includes State open championships but does not include golf tournaments open solely to amateur players, club tournaments and social participation in the sport of Golf

**GIHP** means the Golf Integrity Hearing Panel appointed jointly by the CEOs of the Governing Bodies from time to time in accordance with **clause 6.2** of this Policy. The GIHP must consist of at least three (3) members, one of whom should be an Australian Legal Practitioner of at least five (5) years standing and one of whom should be a professional golfer. No GIHP member should, but for their appointment by the Governing Bodies CEOs to the GIHP, be ordinarily in the employment of any Governing Body

**GIO** means the Golf Integrity Officer appointed jointly by the CEOs of the Governing Bodies and if no such appointment has been made at the relevant time, the Chief Financial Officer of the Relevant Governing Body appointed from time to time shall act as the Golf Integrity Officer. In the case of an allegation being made against the GIO, the Chairman of the Board will act as the GIO

**Golf Australia** means Golf Australia Limited (ACN 118 151 894)

**Governing Body** means Golf Australia, the PGA or the ALPG, or collectively, 'Governing Bodies'

**Hearing** means a hearing before a GIHP in accordance with **clause 9** of this Policy

**Information in the Public Domain** means information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information that has been disclosed according to the rules or regulations governing a particular Event

**Inside Information** means information relating to an Event that a Covered Person possesses by virtue of their position within the sport of Golf whether as a player, support person or official. Such information includes but is not limited to, factual information

regarding the competitors in the Event, tactical considerations or any other aspect of the Event but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant Event.

**Notice** means a written Notice sent by the GIO to a Covered Person alleged to have engaged in Prohibited Conduct

**PGA** means the Professional Golfers Association of Australia (ACN 127 641 829)

**Player** means any golfer who enters or participates in an Event

**Policy** means this Policy on Match-Fixing & Anti-Corruption

**Prohibited Conduct** means engaging in any of the conduct described in **clause 4** of this Policy

**Related Person** means any caddie that has registered for an Event or any Golf Australia National Level coach or PGA or ALPG member that is a coach of a Player

**Relevant Governing Body** means Golf Australia, PGA or ALPG to which a Player or Related Person is directly related or, in the case of Tournament Support Personnel, who the tournament director or employee of the Governing Body is engaged by.

**Tournament Support Personnel** refers to any tournament director or employee of a Governing Body engaged in the conduct of an Event

## Interpretation

- (a) Headings used in this Policy are for convenience only and shall not be deemed part of the substance of this Policy or to affect in any way the language of the provisions to which they refer.
- (b) Words in the singular include the plural and vice versa.
- (c) Reference to 'including' and similar words are not words of limitation.
- (d) Words importing a gender include any other gender.
- (e) A reference to a clause is a reference to a clause or subclause of this Policy.
- (f) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (g) In the event any provision of this Policy is determined invalid or unenforceable, the remaining provisions shall not be affected. This Policy shall not fail because any part of this Policy is held invalid.
- (h) Except as otherwise stated herein, failure to exercise or enforce any right conferred by this Policy shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

### **3. Application**

#### **3.1 Application of Policy**

- (a) This Policy has been made jointly and adopted by the Boards of Golf Australia, PGA and ALPG and is binding on all Players, Related Persons and Tournament Support Personnel. The Governing Bodies are responsible for implementing, administering and enforcing this Policy. The Governing Bodies agree to cooperate to the maximum extent that is possible in the implementation, administration and enforcement of this policy.
- (b) All Players, Related Persons and Tournament Support Personnel shall be deemed to accept all terms set out herein as follows:
  - i. in the case of Players, acceptance of the terms of the Policy is incorporated into the terms and conditions for participation in an Event;
  - ii. in the case of Related Persons, acceptance of the terms of the Policy is incorporated into the terms and conditions in their accreditation or permission to access a course or conduct their activities as a Related Person at an Event; and
  - iii. in the case of Tournament Support Personnel acceptance of the terms of the Policy is incorporated into their relevant service or employment agreement.
- (c) It is the responsibility of all Covered Persons to acquaint himself or herself with all of the provisions of this Policy which is available online at <http://www.golf.org.au/>
- (d) This Policy may be amended from time to time by joint agreement of the Governing Bodies.
- (e) The Boards of Golf Australia, PGA and ALPG may, delegate any or all of their powers under this Policy, including but not limited to the power to apply, monitor and enforce this Policy.

#### **3.2 Education**

- (a) All Covered Persons are required to complete appropriate education and training programs as directed by the Governing Bodies from time to time.
- (b) All Covered Persons are required as at the commencement of this Policy to undertake the Anti-Match-Fixing Education Program. At the commencement of the Policy, Golf Australia, PGA and APLG will alert all Covered Persons to the existence of the Policy and to this requirement.
- (c) All persons who become Covered Persons after the commencement of this Policy are required to undertake the Anti-Match-Fixing Education Program:
  - i. in the case of Players, prior to competing in an Event, or
  - ii. in the case of Related Persons, prior to attaining accreditation or gaining access to attend an Event; and
  - iii. in the case of Tournament Support Personnel prior to commencing that role.

#### **3.3 Code of conduct**

Covered Persons will be required to acknowledge as a condition to entry into an Event or as a condition of their service or employment agreement as the case may be that in

addition to this Policy, all Covered Persons are bound by the Code of Conduct (see Annexure A), as amended from time to time, which is underpinned by the following principles:

- Be smart: know the rules
- Be safe: never bet on your sport
- Be careful: never share sensitive information
- Be clean: never fix an event
- Be open: tell someone if you are approached.

#### 4. Prohibited Conduct

4.1 A Covered Person must not directly or indirectly, alone or in conjunction with another or others breach this Policy or the Code of Conduct by engaging in the Prohibited Conduct described in the following provisions:

- (a) No Covered Person shall, directly or indirectly Bet or attempt to Bet on the outcome of an Event or any part thereof;
- (b) No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet on the outcome of an Event or any part thereof;
- (c) No Covered Person shall directly or indirectly participate (whether by act or omission) in match-fixing by:
  - i. Deliberately underperforming or 'tanking' as part of an arrangement relating to betting on the outcome of an Event or any part thereof;
  - ii. Deliberately fixing, or exerting any undue influence on, any occurrence within any Event as part of an arrangement relating to betting on the outcome of an Event or any part thereof;
  - iii. Inducing or encouraging any Player to deliberately underperform as part of an arrangement relating to betting on the outcome of any Event or any part thereof;
  - iv. Inducing or encouraging any Related Person to deliberately impact on a player as part of an arrangement relating to betting on the outcome of any Event or any part thereof;
  - v. Providing Inside Information other than in connection with bona fide media interviews and commitments;
  - vi. Ensuring that a particular incident, that is the subject of a Bet, occurs;
  - vii. Entering into an arrangement between Players to share prize money irrespective of the final places achieved at an Event;
  - viii. Providing or receiving any gift, payment or benefit of reasonable substance that might reasonably be expected to bring the Covered Person, the Governing Bodies, or the sport of Golf into disrepute; or
  - ix. Engaging in conduct that relates directly or indirectly to any of the conduct described in **clauses 4(c)(i) to (vii)** above and is prejudicial to a Covered Person, the Governing Bodies or the interests of the sport of Golf or which brings a Covered Person, the Governing Bodies or the sport of Golf into disrepute.



- (d) Any attempt or any agreement to act in a manner that would constitute Prohibited Conduct shall be treated as if the relevant Prohibited Conduct had occurred, whether or not the Prohibited Conduct actually occurred as a result of the attempt or agreement to act.
- (e) If a Covered Person knowingly assists or is a party to 'covering up' Prohibited Conduct, that Covered Person will be treated as having engaged in the Prohibited Conduct personally.
- (f) Nothing in this section 4 prevents the Governing Body Board from enforcing any other Rules and Regulations or referring any Prohibited Conduct to a relevant law enforcement agency.

## 5. Reporting process

- 5.1 A Covered Person to whom this policy applies must promptly notify the GIO if he or she:
  - (a) is interviewed as a suspect, charged, or arrested by police in respect of conduct that would amount to an allegation of Prohibited Conduct under this Policy
  - (b) is approached by another person to engage in conduct that is Prohibited Conduct
  - (c) knows or reasonably suspects that another person has engaged in conduct, or been approached to engage in conduct that is Prohibited Conduct
  - (d) has received, or is aware or reasonably suspects that another person has received, actual or implied threats of any nature in relation to past or proposed conduct that is Prohibited Conduct.
  - (e) If a Covered Person wishes to report the GIO for involvement in conduct that is Prohibited Conduct under this Policy then the Covered Person to which this **clause 5** applies may report the conduct to the Chairman of the Board of the Relevant Governing Body.
- 5.2 Notification by a Covered Person under this **clause 5** can be made verbally or in writing at the discretion of the Covered Person and may be made confidentially if there is a genuine concern of reprisal.
- 5.3 The GIO (or the Chairman of the Board of the Relevant Governing Body as the case may be) must record the fact of the reporting of the Prohibited Conduct and particulars of the alleged Prohibited Conduct in writing within 24 hours of the report from the Covered Person.
- 5.4 Any report by a Covered Person under this **clause 5** will be dealt with confidentially by the GIO unless disclosure is otherwise required or permitted under this Policy, by law, or if the allegation of the Prohibited Conduct is already in the public domain.
- 5.5 A Covered Person has a continuing obligation to report any new knowledge or suspicion regarding any conduct that may amount to Prohibited Conduct under this Policy, even if the Covered Person's prior knowledge or suspicion has already been reported.

## 6. Investigations

### 6.1 Investigations – the GIO

- (a) Upon receipt of a report or information that a Covered Person has allegedly breached this Policy including by engaging in actual or suspected Prohibited Conduct, the GIO must, as soon as reasonably practicable commence an investigation to determine whether such conduct has occurred.
- (b) Without limiting the powers of the GIO to conduct their investigation in any lawful way in which they see fit, the GIO shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the GIO, with any Covered Person in furtherance of investigating the possibility as to whether a Covered Person has engaged in Prohibited Conduct.
- (c) If the GIO has a reasonable basis for suspecting that a member of the public that is not a Covered Person may have information that would assist in his or her investigation, the GIO may request that person attend an interview. The GIO however will have no coercive powers to force a member of the public who is not a Covered Person to attend an interview.
- (d) The date and time of all interviews shall be determined by the GIO, giving reasonable allowances for Covered Persons' tournament and travel schedules. The GIO must use his or her best endeavours to complete their investigations within three (3) days of receipt of the initial information that an alleged offence had occurred pursuant to **clause 5**.
- (e) The Covered Person shall have the right to have counsel attend the interview(s).
- (f) The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the GIO for a minimum of 3 years in a secure place.
- (g) The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the Governing Body.
- (h) Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- (i) All Covered Persons must cooperate fully with investigations conducted by the GIO including giving evidence at hearings, if requested.
- (j) No Covered Person shall tamper with or destroy any evidence or other information related to any Prohibited Conduct.
- (k) If the GIO believes that a Covered Person may have engaged in Prohibited Conduct, the GIO may make a Demand to any Covered Person to furnish to the GIO any information regarding the alleged Prohibited Conduct, including, without limitation:
  - i. records relating to the alleged Prohibited Conduct (including, without limitation, itemised telephone billing statements, text SMS messages received and sent,

banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and

- ii. a written statement setting forth the facts and circumstances with respect to the alleged Prohibited Conduct. The Covered Person shall furnish such information within twenty-four (24) hours of the making of such Demand. Any information furnished to the GIO shall be:
    - a. kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of Prohibited Conduct, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations; and
    - b. used solely for the purposes of the investigation and prosecution of Prohibited Conduct.
  - iii. By participating in or attending any Event, or accepting accreditation at any Event, or accepting a role in conjunction with an Event, a Covered Person contractually agrees to waive and forfeit any rights, defences, and privileges provided by any law in any jurisdiction to withhold information requested by the GIO. If a Covered Person fails to produce such information, the GIO may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.
- (l) If following his or her investigations, the GIO is of the view that an allegation against a Covered Person that they have engaged in Prohibited Conduct is trivial or lacking in supporting evidence, he or she must make a permanent record of the allegation made and of the investigations he or she had undertaken but he or she is not bound to report the allegation to the Board.

## **6.2 Golf Integrity Hearing Panel – GIHP**

- (a) In the event that the GIO concludes that a Covered Person may have engaged in Prohibited Conduct, the GIO shall provide a report to the CEO of the Relevant Governing Body on the outcome of his or her investigations and upon receipt of the GIO's report, the CEO of the Relevant Governing Body shall appoint a GIHP and refer the matter to the GIHP.

For time to time, the Governing Bodies Boards will come together to keep a list of no more than ten (10) persons that it considers appropriate to sit on the GIHP (the GIHP List). The CEO of the Relevant Governing Body will initially make reference to the GIHP List prior to appointing the GIHP and appoint members of the GIHP from the GIHP. In the event that the CEO of the Relevant Governing Body is unable to fill each position on the GIHP after making an approach to each potential member listed on the GIHP List, the CEO of the Relevant Governing Body may appoint to the GIHP a suitably qualified person or persons to constitute the GIHP.

- (b) Once the GIHP has been appointed, the matter shall proceed to a Hearing before the GIHP in accordance with **clause 8** of this Policy.
- (c) The GIHP shall be appointed for the purpose of:
  - i. determining whether a Covered Person has engaged in Prohibited Conduct, and
  - ii. fixing the sanctions for any Prohibited Conduct found to have been committed.
- (d) Members of the GIHP shall serve until the conclusion of the particular matter for which each member was appointed as a member of the GIHP. If a member of the GIHP becomes unable to serve until the conclusion of the matter, a new member may be appointed by the remaining members to complete the tasks required by this Policy.
- (e) The GIHP may utilise the assistance of a suitably qualified person to assist it to carry out the tasks required of them. Each Governing Body shall also provide assistance to the GIHP as required.
- (f) The members of the GIHP may charge a fee for the time they spend in performing their functions under this policy and be reimbursed their reasonable expenses associated with the delivery of their services as a member of the GIHP.

### **6.3 Provisional suspension**

The GIO may make an application to the Board of the Relevant Governing Body that the accreditation of a Covered Person be suspended and their ability to participate or be involved in an Event be denied pending the outcome of a GIO investigation and GIHP hearing. The Board of the Relevant Governing Body by simple majority will determine whether such application by the GIO is granted.

### **6.4 Notices**

Each Covered Person shall be determined to be immediately contactable at the most current postal address provided to a Relevant Governing Body. Any Notice delivered hereunder to a Covered Person at such address, shall be deemed to have been received by the Covered Person on the date of delivery to such address in the confirmation of delivery provided by a courier service company. At its discretion, as an alternative to or in conjunction with the courier delivery, any other method of secure and confidential communication may be used, including, but not limited to hand delivery, facsimile or e-mail, provided that the burden of proving receipt via such alternative methods shall be on the sending party.

## **7. Due Process**

### **7.1. Commencement of Proceedings**

- (a) In the event that the GIO refers a matter to the GIHP pursuant to this Policy, the GIO shall also send a Notice to each Covered Person alleged to have committed Prohibited Conduct, with a copy to the GIHP, setting out the following:
  - i. the Prohibited Conduct alleged to have been committed, including the specific Section(s) of this Policy that are alleged to have been infringed;
  - ii. the facts in summary form upon which such allegations are based;
  - iii. the potential sanctions prescribed under this Policy for such Prohibited Conduct;
 and

- iv. the Covered Person's entitlement to have the matter determined by the GIHP at a Hearing.
- (b) The Notice shall also specify that, if the Covered Person wishes to dispute the GIO's allegations, the Covered Person must submit a written request to the GIHP for a Hearing so that it is received as soon as possible, but in any event within two (2) business days of the date of delivery of the Notice as defined in **clause 6.4**.
- (c) A Covered Person shall direct any response to a Notice to the GIHP with a copy to the GIO and may respond in one of the following ways:
  - i. admit the Prohibited Conduct and accede to the imposition of sanctions, in which case no hearing shall be conducted and the GIHP shall promptly issue a Decision confirming the commission of the Prohibited Conduct alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the GIHP after requesting and giving due consideration to a written submission from the GIO on the recommended sanction.
  - ii. deny the Prohibited Conduct and to have the GIHP determine the charge, and if the charge is upheld, the sanctions, at a hearing conducted in accordance with **clause 8**.
  - iii. admit that he or she has committed the Prohibited Conduct specified in the Notice, but to dispute and/or seek to mitigate the sanctions specified in the Notice. Either a request for hearing or a written submission solely on the issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice. If a hearing is requested, it shall be conducted in accordance with **clause 8**. If no hearing is requested, the GIHP shall promptly issue a Decision confirming the commission of the Prohibited Conduct specified in the Notice and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the GIO.
- (d) If the Covered Person fails to file a written request for a hearing by the deadline set out in **clause 7.1(b)**, he or she shall be deemed:
  - i. to have waived his or her entitlement to a hearing;
  - ii. to have admitted that he or she has engaged in the Prohibited Conduct specified in the Notice;
  - iii. to have acceded to the potential sanctions specified in the Notice; and,
  - iv. the GIHP shall promptly issue a Decision confirming the commission by the Covered Person of Prohibited Conduct alleged in the Notice and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the GIO on the recommended sanction).
- (e) If, for any reason, the GIHP is or becomes unwilling or unable to hear the case, then the GIHP may request that the GIO appoint a substitute or successor GIHP for such matter in accordance with this Policy.
- (f) The GIHP may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Prohibited Conduct. If the GIHP requests such an additional investigation, the GIO shall conduct the investigation in accordance with the GIHP directions and shall report the findings of that investigation to the GIHP and the Covered Person implicated in the alleged

Prohibited Conduct at least ten (10) days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the GIHP.

## **8. Conduct of Hearings**

- (a) The GIHP shall convene a hearing within two (2) days of receipt of a notice requesting a hearing pursuant to **clause 7.1(b)**.
- (b) Hearings shall be conducted in private.
- (c) The Covered Person shall have the right:
  - i. to be present and to be heard at the Hearing;
  - ii. to be represented at the Hearing, at his or her expense, by legal counsel.
- (d) The GIO may also be represented by legal counsel at a Hearing at the expense of the Relevant Governing Body.
- (e) The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the GIHP, in which case the GIHP shall take such submission into account in making its Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the GIHP from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- (f) The procedures followed at the Hearing shall be at the discretion of the GIHP, provided that the Hearing shall be conducted in accordance with the rules of natural justice and in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the GIHP and present his or her case.
- (g) The GIO shall make arrangements to have the Hearing recorded or transcribed at the expense of the Relevant Governing Body. If requested by the Covered Person, the GIO shall also arrange for an interpreter to attend the Hearing, at the expense of the Relevant Governing Body.
- (h) Witness testimony presented in person or by telephone or video conference is acceptable.
- (i) The CEO of the Relevant Governing Body shall be permitted to attend all hearings, in person or by audio or video conference.

## **9. Burdens and Standards of Proof**

- (a) At a Hearing, the GIO shall have the burden of establishing that a Covered Person has engaged in Prohibited Conduct. The standard of proof required shall be set by the GIHP as being a standard commensurate with the severity of the sanctions being sought to be imposed by the GIO.
- (b) The GIHP shall be bound by the rules of natural justice in all aspects of the hearing.

## 10. Decisions

- (a) Once the parties have presented all of their evidence the GIHP shall make its determination as to whether a Covered Person has engaged in Prohibited Conduct.
- (b) In the event that the GIHP finds that a Covered Person has engaged in Prohibited Conduct and where **clause 11** of this Policy specifies a range of possible sanctions for the Prohibited Conduct found to have been committed, the GIHP shall seek submissions from both the Covered Person and the GIO in relation to the sanctions to be imposed.
- (c) After considering the submissions on sanctions from both parties, the GIHP must fix the sanction.
- (d) The GIHP shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:
  - i. the GIHP's findings as to what Prohibited Conduct, if any, has been committed;
  - ii. the sanctions applicable, if any, as a result of such findings; and
  - iii. the rights of appeal applicable pursuant to **clause 12** of this Policy.
- (e) The Relevant Governing Body shall pay all costs and expenses of the GIHP and of staging the Hearing. The GIHP shall not have the power to award costs or make any costs order against a Covered Person or the GIO. Each party shall bear its own costs, legal, expert and otherwise.
- (f) Subject only to the rights of appeal under **clause 12** of this Policy, the GIHP's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the GIHP determines that a Covered Person has engaged in Prohibited Conduct, the GIO will publicly report the Decision.

## 11. Sanctions

- (a) In the event that the Covered Person admits to engaging in Prohibited Conduct or the GIHP makes a finding that a Covered Person has engaged in Prohibited Conduct, the GIHP may order that the Covered Person:
  - i. be counselled and/or required to complete a course of education related to responsible gambling and harm minimisation;
  - ii. be reprimanded;
  - iii. be fined;
  - iv. be suspended from participating in any Event for a defined period of time;
  - v. lose accreditation to continue their involvement in the sport of Golf;
  - vi. be ineligible, from participating in any Event or from any other involvement in the sport of Golf under control by any of the Governing Bodies;
  - vii. be denied access to attend Events.
- (b) Notwithstanding the provisions of **clause 11** the GIHP may impose any other such penalty as they consider appropriate in their discretion.
- (c) In addition to the penalties set out above, the GIHP may impose any combination of these penalties in its absolute discretion taking account of the gravity of the Prohibited Conduct.

- (d) Further, the GIHP may, depending on the circumstances of the Prohibited Conduct, suspend the imposition of a penalty or part thereof in its absolute discretion.
- (e) All fines received pursuant to this Policy must be remitted to the Relevant Governing Body for use by the Relevant Governing Body for the development of integrity programs or as otherwise deemed appropriate

## 12. Appeals

- (a) Any Decision:
  - i. that a Covered Person has engaged in Prohibited Conduct;
  - ii. that a Covered Person has not engaged in Prohibited Conduct;
  - iii. imposing sanctions for engaging in Prohibited Conduct;
  - iv. that the GIHP lacks jurisdiction to rule on alleged Prohibited Conduct or its sanctions;may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the GIO.
- (b) Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
- (c) The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.
- (d) The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.
- (e) Any decision of the GIHP remains in effect while under appeal unless CAS orders otherwise.

## 13. Confidentiality and reporting

- (a) The Governing Bodies, the GIHP and GIO must not disclose any specific facts of an allegation that a Covered Person has engaged in Prohibited Conduct or a breach of this Policy unless such breach has been proven before the GIHP.
- (b) Where any public announcement may be considered detrimental to the wellbeing of a Covered Person, the CEO of the Relevant Governing Body will determine the most appropriate course of action in its sole discretion based on the circumstances of the Covered Person.
- (c) All parties must maintain all information received in the course of any report, Notice, Hearing or appeal (other than a notice of decision by the GIHP or CAS) in relation to an allegation of Prohibited Conduct as strictly confidential.
- (d) This **clause 13** does not apply if the disclosure of such information is required by law or the Board determines to refer information to a law enforcement agency or if such information is already in the public domain.



## 14. Criminal offences

- (a) Any allegation that a Covered Person has engaged in Prohibited Conduct which is considered by the Board or GIO as a prima facie unlawful offence must be reported to the state police force in the jurisdiction the offence is alleged to have occurred and/or the Australian Federal Police.

## 15. Privilege

- (a) Notwithstanding anything else in this Policy, a Covered Person who is interviewed under suspicion, charged or arrested by a law enforcement agency in respect of a criminal offence that is, or may be considered to be conduct that is Prohibited Conduct under this Policy shall not be required to produce any information, give any evidence or make any statement to the Board, GIO or GIHP if they establish that to do so would breach any privilege against self-incrimination, or legal professional privilege.
- (b) **Clause 15(a)** does not limit the Board of the Relevant Governing Body or any of the Governing Bodies from enforcing any other Rules and Regulations.

## 16. Information Sharing

### 16.1 Monitoring by Betting Operators

- (a) Covered Persons are required to disclose information to the GIO of any business interests, and connections with Betting Operators.
- (b) The GIO will work with Betting Operators to help ensure the ongoing integrity of the Events.
- (c) Betting Operators will monitor and conduct regular audits of their databases and records to monitor the incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Covered Persons have engaged in Prohibited Conduct under this Policy.
- (d) In order to enable the Betting Operator to conduct such audits, the GIO may, from time to time and subject to any terms and conditions imposed by relevant legislation (including in relation to confidentiality and privacy), provide to Betting Operators details of Covered persons who are precluded by virtue of this Policy from engaging in Prohibited Conduct.
- (e) Betting Operators must provide the GIO with regular written reports on incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Covered Persons have engaged in Prohibited Conduct under this Policy.
- (f) All requests for information or provision of information by GIO or a Betting Operator shall be kept strictly confidential and shall not be divulged to any third party or otherwise made use of except where required by law or where information is already in the public domain other than as a result of a breach of this Policy.

## **16.2 Sponsorship**

- (a) The Governing Bodies acknowledge that betting is a legal activity, and recognise that Betting Operators may wish to enter Commercial Partnerships to promote their business.
  
- (b) The Governing Bodies may enter Commercial Partnerships with Betting Operators from time to time, subject to any applicable legislative requirements.

**As adopted by Golf Australia Golf Australia Limited (ACN 118 151 894)**

**25 March 2013.**

As adopted by **the Professional Golfers Association of Australia (ACN 127 641 829)**

**Insert date**

**As adopted by Australian Ladies Professional Golf Incorporated (Y0785945)**

**Insert date**

**Golf Australia**  
**PGA of Australia**  
**Australian Ladies Professional Golf**

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**Anti-Match-Fixing code of conduct**

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## Code of Conduct

### Preamble

Golf Australia, PGA and ALPG, being the Governing Bodies for Golf in Australia, recognise that betting is a legitimate pursuit, however illegal or fraudulent betting is not. Fraudulent betting on sport and associated match-fixing is an emerging and critical issue globally, for sport, the betting industry and governments alike.

Accordingly, the Governing Bodies have a major obligation to address the threat of match-fixing and the corruption that flows from that.

The Governing Bodies have a zero tolerance for illegal gambling and match-fixing.

The Governing Bodies have developed a Policy on Match-Fixing to:

- protect and maintain the integrity of the sport of professional Golf
- protect against any efforts to impact improperly the result of any match
- establish a uniform rule and consistent scheme of enforcement and penalties
- adhere to the National Policy on Match-Fixing in Sport as agreed by Australian Governments on 10 June 2011.

A copy of the Policy on Match-Fixing and Anti-Corruption can be obtained from the Governing Bodies upon request, and is available on the Golf Australia website at <http://www.golf.org.au/>

The Governing Bodies will engage necessary technical expertise to administer, monitor and enforce this Policy.

### 1. Application

The Policy, as amended from time to time, includes a defined list of Covered Persons to whom this Code of Conduct applies. The Policy applies to all Players, support personnel and tournament staff.

This code of conduct sets out the guiding principles for all Covered Persons on the issues surrounding the integrity of sport and betting.

### 2. Guiding Principles

- (i) Be smart: know the rules
- (ii) Be safe: never bet on your sport
- (iii) Be careful: never share sensitive information
- (iv) Be clean: never fix an event
- (v) Be open: tell someone if you are approached

#### (i) Be smart: know the rules

Find out the betting integrity rules set out in the Policy prior to each season, so that you are aware of the most recent position regarding betting.

If you break the rules, you will be caught and risk severe punishments including a potential lifetime ban from Golf and even being subject to a criminal investigation and prosecution.

## **(ii) Be safe: never bet on your sport**

Never bet on yourself, your opponent or your sport. If you, or anyone in your entourage, bet on you or your opponents you risk being severely sanctioned. It is best to play safe and never bet on any golf events including:

- never betting or gambling on your own matches or any competitions in your sport; including betting on yourself or your team to win, lose or draw as well as any of the different spot bets (such as first to birdie, score on front 9, etcetera)
- never instructing, encouraging or facilitating any other party to bet on tournaments you are participating in
- never ensuring the occurrence of a particular incident, which is the subject of a bet and for which you or any other person expect to receive or have received any reward, and
- never giving or receiving any gift, payment or other benefit in circumstances that might reasonably be expected to bring you or your sport into disrepute.

## **(iii) Be careful: never share sensitive information**

As a Covered Person you will have access to information that is not available to the general public, such as knowing that a particular opponent is injured. This is considered sensitive, privileged or inside information. This information could be sought by people who would then use that knowledge to secure an unfair advantage to make a financial gain.

There is nothing wrong with you having sensitive information; it is what you do with it that matters. Most Covered Persons know that they should not discuss important information with anyone outside of their support crew (with or without reward) where the Covered Person might reasonably be expected to know that its disclosure could be used in relation to betting.

## **(iv) Be clean: never fix an event**

Play fairly, honestly and never fix an event or part of an event. Whatever the reason, do not make any attempt to adversely influence the natural course of an event or tournament, or part of an event or tournament. Sporting contests must always be an honest test of skill and ability and the results must remain uncertain. Fixing an event or tournament, or part of an event or tournament goes against the rules and ethics of sport and when caught, you may receive a fine, suspension, lifetime ban from golf, and/or even a criminal prosecution.

Do not put yourself at risk by following these simple principles:

- Always perform to the best of your abilities.
- Never accept to fix a tournament. Say no immediately. Do not let yourself be manipulated - unscrupulous individuals might try to develop a relationship with you built on favours or fears that they will then try to exploit for their benefit in possibly fixing an event or tournament. This can include the offer of gifts, money and support.
- Seek treatment for addictions and avoid running up debts as this may be a trigger for unscrupulous individuals to target you to fix competitions. Get help before things get out of control.

**(v) Be open: tell someone if you are approached**

If you hear something suspicious or if anyone approaches you to ask about fixing any part of a match then you must tell someone at Golf Australia, PGA or LPGA (this person is stipulated in the National Policy) straight away. If someone offers you money or favours for sensitive information then you should also inform the person specified above. Any threats or suspicions of corrupt behaviour should always be reported. The police and national laws are there to protect you. The Governing Bodies have developed the Policy and the procedures contained in it to help.