

# **AGENDA**

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Development

Integrity

Science & Technical

Anti-Doping and Anti-Corruption

## **AGENDA**

## 1. OPENING ADDRESS FROM THE PRESIDENT

## **ESTABLISHMENT OF A QUORUM - ARTICLE 18(b):**

The quorum shall be one half of the Class B Members or any number of Class B Members holding, in aggregate, at least half of the Class B Shares, but a vote may be taken even if at any time some of the Class B Member delegates comprising a quorum have left the conference hall.

#### **APOLOGIES FOR ABSENCE**

## **APPOINTMENT OF A PARLIAMENTARIAN**

To approve the appointment of Stuart Smith (GBR) as Parliamentarian for the duration of the 2017 Meeting.

## **ELECTION OF SCRUTINEERS – ARTICLE 18(f):**

At the commencement of each General Meeting, three scrutineers shall be elected. Nominations for such scrutineers shall be accepted from any delegate of either a Class B or Class C Member, provided that no such delegate may put forward the name of more than one candidate. The vote for the election of the three scrutineers shall be taken by a show of hands.

## APPROVAL OF THE 2016 MINUTES - ARTICLE 14(b)(i):

To approve the minutes of the previous General Meeting.

#### **OBITUARIES**

**REVIEW OF THE YEAR** 

## 2. FINANCE

# REPORT BY THE CHAIRMAN OF THE FINANCE COMMITTEE TO ALL NATIONAL ASSOCIATIONS ON THE FINANCIAL STATEMENTS FOR 2016

The enclosed financial summary provides a comparison of the actual 2016 results, as detailed in the financial statements which form part of the ITF Annual Report and Accounts, with the 2016 Budget presented to the AGM in Zagreb.

This report is provided in conjunction with the Annual Report and Accounts, which gives more detail on the performance as well as detailed Cash Flow and Balance Sheet information.

In addition to the historical information, the financial summary also gives information on the budget for current year and projections for the following year. Further information will be given in the Update Session on Finance.

#### **2016 RESULTS SUMMARY**

The budget for 2016, presented to the Board in November 2015 and subsequently approved by the AGM in Zagreb, outlined a Total budget surplus for the year of \$0.3m arising from a planned Operating deficit of \$1.0m, net Investment income of \$1.5m and a Taxation charge of \$0.2m.

The reason for the planned deficit was to draw down from the Strategic Investment Fund held within reserves to support Pro Circuit prize money increases and development projects.

The financial statements of the ITF Trust ("ITF") record an Operating deficit of \$0.9m for the year, within \$50,000 of the original budget. Net investment gains were larger than expected at \$2.8m giving a Total surplus of \$1.5m – an improvement of \$1.3m from budget.

The increase in reserves due to the Total surplus is offset by an adverse foreign exchange rate movement on the ITFs outstanding currency hedges of \$1.1m, resulting in an increase of reserves of \$0.4m to \$49.6m.

## **Operating Income**

Operating income was \$55.6m versus a budget of \$55.0m, a \$0.6m increase.

The budget included an uncontracted sponsorship target of \$2.4m. Whilst some sponsorship packages were sold, including Betway, \$0.8m of this target remained unsold representing an adverse variance to budget. Olympic income, shown within sponsorship income in the table below, increased by \$0.2m.

Receipts from events showed a \$0.8m adverse variance to budget partly due to reduced Davis Cup ticket contributions whilst TV income increased by \$1.2m over budget with favourable broadcast agreements in the later rounds of the Davis Cup and Fed Cup.

Data Rights sales income increased compared to budget by \$0.6m in the final year of the profit sharing contract.

Finally, prize money forfeited by players due to anti-doping violations added \$0.2m of unbudgeted income.

## **Operating expenses**

Operating costs were \$56.5m, \$0.5m greater when compared to budget of \$56.0m.

Significant variances include the cost of the Independent Review Panel investigation into integrity in tennis, which was unforeseen at the time of creating the 2016 budget; Anti-Doping costs of high

profile appeals; and legal and professional fees arising from Davis Cup, Fed Cup and Olympics eligibility appeals.

These negative variances were offset by foreign exchange gains and savings on pro-circuit prize money funding due to a reduced level of tournaments than expected at the newly created \$25,000 level.

Despite the large unforeseen costs, the Operating result was delivered on budget reflecting effective budgetary control and a reasonable balance of risk and opportunity having been built into financial projections.

#### **BUDGET FOR THE PERIOD 1 JANUARY TO 31 DECEMBER 2017**

The budget for 2017 provided in the financial summary outlines the expected result for 2017 approved by the Board in November 2016. The Budget result shows an Operating surplus of \$1.1m.

The budget includes \$18.2m of contracted income from existing sponsors, \$1.1m of uncontracted global sponsorship and \$0.4m of uncontracted tie specific sponsorship.

Television income of \$14.9m includes the fixed income from beIN SPORTS media rights contract and additional sales of technical TV income.

Data Rights sales revenue is guaranteed at \$12.6m in the first year of the 5 year fixed income contract with Sportradar.

The budget includes some significant investment in the Davis Cup and Fed Cup in line with ITF 2024, including 3% increases in prize money; the Promotional Fund retained at previous levels; and entry fees have been waived.

TV distributions of \$4m have been included, split between \$2.5m of estimated contractual distributions per the terms of the Davis Cup Regulations, and an additional \$1.5m of incremental discretionary distributions to be distributed out of available surpluses.

Total Tennis Development expenditure has been increased by \$2.9m furthering the ITFs mission to develop tennis globally as described in ITF 2024.

The 2017 budget includes a number of investment items and new initiatives in line with ITF 2024, including player education; player pathway (the transition tour); wheelchair classification; social media support; out-of-competition anti-doping testing; and increasing the transparency of the dispute resolution and appeals processes.

After the Operating surplus of \$1.1m, net income from the investment portfolios has been budgeted at \$1.4m based on 3% of the estimated value on 1st January.

Tax charges, being withholding tax on TV income and Australian Corporation Tax on license fee income from Hopman Cup are estimated to amount to \$0.3m.

After factoring in the investment income and tax, the Total result is a surplus of \$2.2m.

#### **PROJECTIONS FOR 2018**

The estimates for 2018 were revised as part of the 2017 budget process. Consequently the projected results have changed since the numbers presented to the AGM in 2016. The revised numbers are now based on the 2017 budget, updated for known changes.

For 2018 we are showing two scenarios – the first based on business as usual and the second includes the Fixed Venue Finals for Davis Cup and Fed Cup with further increases in income and associated distributions to nations.

Work done on the proposal to introduce a Fixed Venue Final in 2018, as presented to the Board in March 2016, indicates the possibility of substantially increasing revenue from a number of sources including ticket sales, hosting rights and hospitality as well as enhanced opportunities for commercial income generation beyond the sale of existing sponsorship packages.

The projections for 2018 currently estimate an Operating surplus of \$1.0m in the business as usual scenario, and \$3.0m in the Fixed Venue Final scenario reflecting increased income but allowing for associated increases in prize money and distributions to nations.

This estimate excludes investment in strategic imperatives driven by ITF 2024 that will be funded from the Strategic Investment Funds held within reserves. It is important to note that any such drawdown from reserves will represent a reduction in the surplus for the year, or potentially may result in a deficit.

Strategic Investment activities, presented to the Board in June 2017 and approved in principle, include investment in our flagship competitions, investigating new properties, investment in ICT, digital presence and communications. All these projects are derived from and are in direct support of ITF 2024.

In addition to this, any incremental income generated by a Fixed Venue Final will provide further opportunities to fulfil the ambitions of ITF 2024.

Please note that due to the restructuring at the beginning of 2016 various expenditure lines have been moved to reflect areas of budget responsibility.

# BUDGET & ACTUAL 2016, BUDGET 2017, FORECASTS 2018

# Figures in US\$ '000

SUMMARY	BUDGET	ACTUAL	VARIANCE TO BUDGET	BUDGET	FORECAST NO FIXED VENUE FINAL 2018	FORECAST FIXED VENUE FINAL 2018
	2010	2010	2010	2017	2016	2018
INCOME EXPENSE	55,023 (55,998)	55,562 (56,490)	539 (492)	70,314 (69,236)	72,480 (71,478)	
OPERATING SURPLUS / (DEFICIT)	(975)	(928)	47	1,078	1,002	3,002
Investment income (Including interest) Investment management Revaluation of Olympic deposits & Investments	1,802 (280) 0	2,247 (308) 832	445 (28) 832	1,853 (398) 0	1,884 (434) o	(434)
SURPLUS / (DEFICIT) BEFORE TAXATION Less: Taxation (including Hopman Cup) Exceptional items	547 (275) 0	1,843 (294) 0	1,296 (19) 0	2,533 (336) 0	2,452 (360) 0	(360)
NET SURPLUS / (DEFICIT)	272	1,549	1,277	2,197	2,092	4,092

INCOME			VARIANCE		FORECAST	FORECAST
	BUDGET	ACTUAL	TO BUDGET	BUDGET	NO FIXED VENUE FINAL	FIXED VENUE FINAL
	2016	2016	2016	2017	2018	2018
	2010	2010	2010	2017	2016	2016
Sponsorship Income						
Davis Cup	15,187	14,685	(502)	15,083	15,295	15,295
Fed Cup	2,432	2,122	(310)	2,111	2,180	
Olympic	5,638	5,808	170	5,734	5,734	,
Junior Davis Cup/Fed Cup	510	475	(35)	485	440	
Wheelchair	787	760	(27)	920	920	
Hopman Cup	300	344	44	350	350	350
Other Sponsorship	1,035	1,034	(1)	1,134	1,134	
Sub-total	25,889	25,228		25,817	26,053	26,053
Receipts from Events	6,267	5,503	(764)	5,963	6,010	6,010
TV & Licensing	7,727	8,881	1,154	14,930	15,893	15,893
Fixed Venue Final	0	0	О	О	О	10,000
Data sales	5,575	6,158	583	12,600	12,600	12,600
Merchandising	0	0	О	О	О	О
Subscriptions	2,211	2,218	7	2,247	2,269	2,269
Authorisation Fees	911	920	9	911	920	920
Foundation	185	186	1	187	189	189
Technical	861	918	57	1,051	1,072	1,072
GSDF	2,320	2,255	(65)	2,320	2,320	2,320
Wheelchair Silver Fund	67	84	17	84	84	84
Development Generation Funding	0	0	О	1,200	2,000	2,000
Anti-Doping	2,298	2,558	260	2,343	2,367	2,367
iCoach	196	117	(79)	78	78	78
Olympic Solidarity	361	276	(85)	356	356	356
Sundry	155	260	105	227	269	
TOTAL	55,023	55,562	539	70,314	72,480	82,480

# BUDGET & ACTUAL 2016, BUDGET 2017, FORECASTS 2018

EXPENSE	BUDGET	ACTUAL	VARIANCE	BUDGET	FORECAST	FORECAST
			TO BUDGET		NO FIXED VENUE FINAL	
PROFESSIONAL TENNIS	2016	2016	2016	2017	2018	2018
DAVIG CUD						
DAVIS CUP		44.0	(****)	=0-		
Prize money Event Expenses	11,496	11,377	(119) 69	11,780 3,463	12,133	
Event Expenses	3,378	3,447	09	3,403	3,533	3,533
FED CUP						
Prize money	3,201	3,201	0	3,297	3,396	
Event Expenses	2,055	2,018	(37)	2,085	2,126	2,126
Hopman Cup Event Expenses	2	-47	(49)	30	31	31
Olympics	0	1	1	72	74	74
Men's Tennis	792	432	(360)	97	99	99
Officiating	321	320	(1)	326	333	333
Women's Tennis	353	255	(98)	272	278	
Beach Tennis	35	26	(9)	72	73	73
Juniors Tennis	1,011	1012	1	571	583	583 *
Seniors	358	290	(68)	307	313	313 *
Wheelchair	572	530	(42)	661	675	675 *
Wheelchair Silver Fund	67	84	17	84	84	84 *
Data Sales	4,389	3,727	(662)	9,450	9,450	9,450
ITF Contribution to GS Board	196	180	(16)	188	192	192
ITF Contribution to Tennis Integrity Unit	192	1613	1,421	929	948	
Staff Costs TOTAL	1,955 30,373	2,827 31,293	872 920	2,769 36,453	2,824 37,145	2,824 40,145
TENNIS DEVELOPMENT						
Development	3,067	2,844	(223)	5,436	6,506	6,506
GSDF	2,320	2,255	(65)	2,320	2,320	2,320
Development Assistance	175	181	6	190	194	194
iCoach	108	46	(62)	14	14	14
Regional Grants	570	570	0	723	737	737 *
Staff costs	1,818	852	(966)	995	1,015	
TOTAL	8,058	6,748	(1,310)	9,678	10,786	10,786
COMMERCIAL DEPARTMENT						
TV Costs	1,423	1,441	18	1,850	1,869	1,869
Commercial	491	710	219	989	1,008	
Contractual distribution of Commercial Income	0	O	0	2,505	2,756	2,756
Incremental distribution of Commercial Income	О	0	О	1,500	1,500	
Incremental distribution from fixed venue final	О	0		О	О	5,000
Merchandising	О	0	О	О	0	0
Staff Costs	945	1,052	107	705	719	719
TOTAL	2,859	3,203	344	7,549	7,852	12,852
PRESIDENTIAL / COMMUNICATIONS						
Communications	1,030	1,152	122	1,227	1,251	1,251
Annual General Meeting	408	412	4	612	524	524
Board of Directors	269	265	(4)	393	401	524 401
Management	189	244	55	239	243	243
Marketing the Game	819	796	(23)	678	691	691
Staff Costs	2,585	2,515	(70)	2,457	2,437	2,437
Sub-total	5,300	5,384	84	5,606	5,547	5,547

# BUDGET & ACTUAL 2016, BUDGET 2017, FORECASTS 2018

	,		,				
EXPENSE (Continued)	BUDGET	ACTUAL	VARIANCE TO BUDGET	BUDGET	FORECAST NO FIXED VENUE FINAL	FORECAST FIXED VENUE FINAL	
	2016	2016	2016	2017	2018	2018	
SCIENCE, TECHNICAL AND INTEGRITY		<u> </u>	<del></del>		<u> </u>		
Anti Doping	2,749	3,097	348	2,901	2,959	2,959	
Technical	165	145	(20)	238	243	243	
Sport Science & Medicine Commission	70	44	(26)	70	72	72	
Foundation	151	126	(25)	127	129	129	
Constitution	17	23	6	20	20	20 *	3
Rules of Tennis	15	13	(2)	71	72	72 *	4
Staff costs	655	746	91	881	899	899	
TOTAL	3,822	4,194	372	4,308	4,394	4,394	
FINANCE & ADMINISTRATION Administration	116	149	33	109	111	111	
IT	718	585	(133)	616	628	628	
Legal & Professional	445	905	460	628	641	641	
Security	0	93	93	128	131	131	
Insurance	302	312	10	324	330	330	
Finance	20	10	(10)	30	30	30	
Premises	1,026	1,067	41	949	968	968	
Staff Costs	1,909	2,001	92	1,797	1,833	1,833	
Provision for Doubtful debts	0	(174)	(174)	0	0	0	
TOTAL	4,536	4,948	412	4,581	4,672	4,672	
DEPRECIATION	1,050	1,043	(7)	1,061	1,082	1,082	
OPERATING FOREIGN EXCHANGE MOVEMENTS		(323)	(323)	0	0	0	
		(3-3)	0-3/				
TOTAL EXPENSES	55,998	56,490	492	69,236	71,478	79,478	
*1 - line items have been moved from Development to Professional Tennis department after ITF reorganisation at the beginning of 2016 *2 - line item has been moved from Presidential to Development department after ITF reorganisation at the beginning of 2016 *3 - line item has been moved from Presidential to Science, Technical and Integrity department after ITF reorganisation at the beginning of 2016 *4 - line item has been moved from Professional Tennis to Science, Technical and Integrity department after ITF reorganisation at the beginning of 2016							
BALANCE SHEET	BUDGET	ACTUAL	VARIANCE TO BUDGET	BUDGET	FORECAST NO FIXED	FORECAST FIXED VENUE	

BALANCE SHEET	BUDGET	ACTUAL	VARIANCE TO BUDGET	BUDGET	FORECAST NO FIXED VENUE FINAL	FORECAST FIXED VENUE FINAL
	2016	2016	2016	2017	2018	2018
					-	
NET ASSETS TOTAL NET ASSETS	49,471	49,617	146	51,814	53,906	55,906
RESERVES						
Opening Reserves	49,199	49,199	О	49,617	51,814	51,814
Surplus for the year	272	1,549	1,277	2,197	2,092	4,092
Movements in reserves	0	(1,131)	(1,131)	0	0	0
TOTAL RESERVES	49,471	49,617	146	51,814	53,906	55,906

# 3. CONSTITUTION

#### THE CONSTITUTION

#### **Proposals to Amend**

Where CAPITALS and strike through are used in the text of an Article or Bye-law, the Motion before the Meeting is to ADD the words in CAPITAL LETTERS and delete the words struck through.

Decisions taken at a General Meeting become effective immediately unless specified otherwise in the relevant Resolution, in the Constitution or in the relevant international Competition Regulations.

Membership changes take effect from 1 January the following year.

\*\*\*\*

The Constitutional Committee and the Board of Directors **recommend acceptance** of the following amendment to **Article 23(e)** to provide for more up-to-date language in relation to 'remote' voting, which recognises (a) electronic voting as the common method, and (b) that modern business practice allows sufficient opportunities and methods of sharing documents and discussion to render the need for an increased majority for such votes unnecessary:

#### 23. PROCEEDINGS OF THE BOARD OF DIRECTORS

(e) Unless otherwise required by these Articles, all questions (other than questions of procedure) at meetings of the Board of Directors and all Resolutions of the Board of Directors shall be decided by a majority of votes. IN THE CASE OF VOTES CONDUCTED BY ELECTRONIC MEANS, A MAJORITY OF ALL MEMBERS OF THE BOARD OF DIRECTORS SHALL BE REQUIRED. In the case of an equality of votes, the Chairman shall have a second and casting vote. Provided that in the case of postal or fax voting called for by the Chairman, the required majority shall be two-thirds of the Board of Directors."]

\*\*\*\*

#### **Bye-law 2.1 TEAM COMPETITIONS**

The ITF Board of Directors has approved the inclusion of the Doris Hart Cup (Women's 80 Team Cup) to become an Official Team Competition of the ITF under Bye-law 2.1 of the Constitution from 1 January 2018.

## **RESOLUTION PROPOSED BY THE US VIRGIN ISLANDS (USVI)**

The USVI proposes to reduce the annual subscription rates of Class B member associations. The full proposal, received on 4 April 2017, is provided below.

The US Virgin Islands submits a Resolution for the reduction of Annual Subscription Rates of Class B Members.

#### Existing Clause - Subscription Rates 2017

Class B Members & Class C Members shall pay an annual subscription in accordance with Article 6. The amount payable in the current year is as follows:

- i. Class C Members: US\$759
- ii. Class B Members US\$759 and in addition a sum of US\$4,525 for each Class B share which it holds for a total of US\$5,284.

## **Proposed Amended Clause**

Class B Members & Class C Members shall pay an annual subscription in accordance with Article 6. The annual fee amount starting in 2018 is proposed to be as follows:

- i. Class C Members: US\$759 plus annual increase.
- ii. Class B Members: Class C rates plus US\$4,525 (\$5,284) plus annual rate increase with a reduction for one vote of \$3,500 from the annual subscription rate for all nations.

#### **Example:**

The \$3,500 reduction would mean that a one vote nation would pay \$1,784 and not \$5,284. For nations that have more than one vote, they would pay what they do now, less \$3,500. For example, a three-vote nation now pays  $$5,284 \times 3 = $15,852$  and under my proposal they would pay \$12,352.

#### **Rationale & Comments**

- 1. Presently, only Class B members may vote on activities and matters of the ITF. The cost for such right is, for 2017, \$5,284. This excessive full membership fee is an unreasonable burden on many of the member federations, such as evident that 62-member nations, approximately 30% of total membership, do not have the right to vote. In addition, whereas, the Davis Cup and Fed Cup are supposed to be the showcase of the ITF, 30% of its members cannot participate. The excessive fee is like a Poll taxes that have been outlawed in many Nations, i.e., only the rich have the right to vote.
- 2. The ITF subscription is the highest amongst all other International Federations affiliated to the IOC. The ITF Board had indicated that it was researching other IF's annual fees, but such study has not been presented to the member nations for review.
- The ITF member nations are contributing to the success of ITF by participating in ITF Futures, ITF Junior Events, Junior Team Competitions, Davis Cup & Fed Cup. The right to participate in some of these activities, should not be based on the financial situation of member nations.

- 4. The lowering of the ITF annual fee for one vote would allow and encourage more nations to:
  - a. Become Class B members and have a vote on matters of the ITF;
  - b. Participate, as a matter of right, in the various ITF events, both at the Junior and Adult levels;
  - c. Attend the Regional Annual General Meeting;
  - d. Attend the ITF Annual General Meeting;
  - e. Develop national programs and activities for Juniors and Adults.
- 5. The savings for one vote would encourage more nations to participate in the Davis Cup and Fed Cup events.
- 6. It is expected that more Class C members would become Class B members and participate in the ITF AGM and Davis and Fed Cups.

## Estimated Cost to the ITF in US dollars:

## ITF Fee Reduction

149 Class B Nations:  $149 \times 3,500 = -$521,500.00$ 

## Proposed Savings to the ITF in US dollars:

Since Class B Nations would receive a \$3,500 savings, the ITF could reduce the financial impact of the proposed fee change by eliminating its cost of the following:

- Eliminate the \$500 plane fare reimbursement and the 4 nights of hotel to attend the ITF AGM (based on the 2016 attendance of 105 nations and a hotel rate for the 2017 AGM of \$148 for 4 nights): 105 x \$1,092 = \$114,660.00
- Reduce the \$2,500 Development Assistance Grant for one-vote nations participating in Davis Cup Group III/IV and Fed Cup Group I III events to \$1,250.

Davis Cup: 43 one vote nations x \$1,250 = \$53,750.00 Fed Cup: 30 one vote nations x \$1,250 = \$37,500.00

It can be expected that some class C members would become Class B members:

Assume 20 nations from Class C to Class B: 20 x \$1,025 = \$20,500.00

Net Loss to ITF= -\$295,090.00

With an estimated ITF operating budget for 2017 of \$69,529,000 the potential lost to the ITF would be less than 0.5%.

Even with the elimination of the AGM assistance and reduction of the Davis & Fed Cups assistance grants, the nations would benefit more with the \$3,500 reduction in a Class B vote. If a Class B nation did not participate in either/or the Davis and Fed Cups or attend the ITF AGM, there would be a substantial cost savings which could be used for internal activities.

## **Report of the Board of Directors**

The Board of Directors **does not support** the resolution proposed by the USVI.

# 4. MEMBERSHIP

#### **MEMBERSHIP**

Note: Applications approved at the AGM for Class B or Class C Membership, an increase or decrease in shares take effect from 1 January 2018. Expulsions, suspensions and readmittance take effect immediately.

#### TRANSFER TO CLASS C MEMBERSHIP

#### Aruba

To consider an application from Aruba Lawn Tennis to transfer to Class C Membership.

## **Report of the Board of Directors**

The Board **recommends acceptance** of this application.

\*\*\*

#### NOTICE OF INTENTION TO APPLY FOR CLASS B MEMBERSHIP IN 2018

In accordance with Article 3(i) the **All Nepal Lawn Tennis Association** has notified the ITF of their intention to apply for Class B Membership in 2018.

\*\*\*

# RESIGNATION, SUSPENSION OF MEMBERSHIP, TERMINATION OF MEMBERSHIP AND EXPULSION

In accordance with Articles 4(a), 4(d), 4(g) and 4(h) of the 2017 ITF Constitution:

- (a) Any Class B Member or Class C Member may resign as a Member by notice in writing to the Company delivered on or before the 31st day of December in any year and in default shall be held liable for the subscription for the following year. Upon such resignation, the shares held by such resigning Member shall be deemed to have been thereby surrendered for cancellation and shall accordingly be cancelled by the Board of Directors forthwith. The Register of Members shall be amended accordingly.
- (d) Any Class B Member or Class C Member who fails for two successive years to pay its subscriptions may either (i) be suspended (by a resolution of the Council passed with at least a two-thirds majority) or (ii) be expelled (by a resolution of the Council passed with at least a two-thirds majority) from the Company and its shares forfeited to the Company. The Board of Directors shall determine whether the sanction in the resolution to be put to the Council should be suspension or expulsion. Any proposed suspension or expulsion shall be upon notice as specified in Article 4(e) below.
- (g) Notice of any proposed suspension (including any resulting from a provisional suspension imposed under Article 4(e) or 4(f)) or termination of Membership, expulsion or re-admittance to Membership, with the exception of the lifting of a suspension under Article 5(f), shall appear on the agenda of the General Meeting at which it is to be moved.
- (h) Any Member who is suspended shall not be entitled to submit resolutions to, attend or vote at any General Meeting of the Company and shall not participate in the Official Team Competitions of the Company.

#### **RESIGNATION OF MEMBERSHIP**

It is with regret the Board of Directors advises that **Bonaire Lawn Tennis Bond** resigned from ITF membership with effect from 5 June 2017 and their Class C share has been surrendered.

## **SUSPENSION OF MEMBERSHIP**

## **CLASS B MEMBERS**

Congo Cote D'Ivoire Ethiopia Sudan

#### **CLASS C MEMBERS**

Cape Verde Chad Gambia Tanzania

## **Report of the Board of Directors**

It is with regret that the Board of Directors advises that the above Members should be **suspended** from the Company for having failed for two successive years to pay their annual subscriptions.

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#### 2018 SUBSCRIPTION

Details of the 2018 subscription will be announced at the Annual General Meeting.

# **5. RULES & REGULATIONS**

#### THE DAVIS CUP REGULATIONS

## "Various" proposals to amend for 2018

#### Key:

Blue underlined – The motion is to add these words

Stricken through (in any colour) - The motion is to delete the words stricken through.

Green underlined – Pre-existing wording where the motion is to move such wording within the frame of the rule.

#### NUMBER OF SETS IN SINGLES AND DEAD RUBBER POLICY

As part of the Davis Cup reform package approved by the Board of Directors, the following changes are proposed for the WG and Zone groups I & II:

- All singles matches to be best of three tie break sets (doubles to remain best of five tie break sets).
- Fourth singles match not to be played if the third match is decisive and longer than 90 minutes or three sets in duration. This is to reduce the number of dead rubbers played.
- If any dead rubber reaches one set all, the third set to be a match tie break (10 points).

#### 36. TIE - HOW DECIDED

- (a) A Tie shall be decided by the combined results of Singles and Doubles, and the side which shall wins the majority of matches shall be the winner of the Tie.
- (b) In Singles, each Team shall, subject to Regulation 35, consist of two players, who shall play each against each of the opposing team to the best of five three tie-break sets. The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
- (c) In the Doubles, each team shall consist of two players, who shall play against the opposing team to the best of five tie-break sets. Unless otherwise decided by the Referee, the Doubles match must take place between the second and third singles matches. However, prior to making such a decision, the Referee must use best efforts to obtain the approval of the Executive Director.
- (d) The players shall not be entitled to a rest period after the third set in any match.
- (ed) For all Ties in the World Group and Zone Groups I and II:

With respect to the third day, if the third singles match is at least four sets ninety (90) minutes or three (3) sets in duration and decides the outcome of the Tie, the fourth singles match will not be played, unless both teams agree otherwise.

If the third singles match decides the outcome of the Tie but is less than four sets ninety (90) minutes or three (3) sets in duration, the fourth singles match must be played as scheduled (to the best of three tie break sets).

If any dead singles match reaches one set all, the third set will be a match tie break (10 points).

## For the Davis Cup Final:

With respect to the third day, if the third singles match is at least three full sets in duration and decides the outcome of the Tie, the fourth singles match will not be played, unless the Executive Director decides otherwise, the closing ceremony will take place after play is concluded.

If the third singles match decides the outcome of the Tie but is less than three full sets in duration, the fourth singles match must be played as scheduled (to the best of three tie-break sets).

If any dead singles match reaches one set all, the third set will be a match tie break (10 points).

All decisions relating to the implementation of this Regulation shall be the responsibility of the Referee (or the Executive Director in the case of the Final) and if the Tie is decided on the second day, the third and fourth singles matches must be played as scheduled to the best of three tie break sets.

(fe) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the third day, teams are not required to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the third day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude a Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day. If any player's commitment makes it impossible for him to stay longer than two days after the agreed completion date, then the Tie shall be declared postponed by the Referee. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

#### 1st ROUND HOME TIE FOR THE PREVIOUS YEAR'S FINALISTS

A proposal to enable finalist nations to capitalise on the success of their team in the previous year. World Group Finalists would be given the option to have Choice of Ground in their 1<sup>st</sup> Round tie the following year, even if they were not due to have Choice of Ground as per the Home and Away sequence. This would enable them to showcase their team on home soil with extra exposure for National Association (NA) commercial partners and the competition as a whole. However if the finalist nations do not wish to host, then the other nations in question would have Choice of Ground, as otherwise would have been the case.

#### 27. CHOICE OF GROUND

- (a) Choice of Ground shall be determined in the following sequence:
  - (i) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation.

In the first round only, if the Nation otherwise entitled to choice according to Regulation 27(a)(i) is playing one of the two World Group finalist Nations from the previous year's Competition, then prior to it being determined as the Nation with Choice of Ground the finalist Nation shall have the option to take Choice of Ground. If the finalist Nation makes that choice, on the next two occasions the two Nations meet, the Choice of Ground will be with the Nation that lost its choice pursuant to this Regulation. To exercise such right the finalist Nation must notify the ITF in writing by no later than ten (10) working days after the Competition Draw.

If this is one of these is not applicable, then

- (ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Davis Cup Committee select a Neutral Ground (e.ii.a), in which case the Davis Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within <u>its</u>their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of <u>its</u>—their opponents, provided that <u>its</u>—their opponents are in agreement, and the Davis Cup Committee gives their approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.
  - (i) A Nation with the Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - (ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice.

- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Davis Cup Committee, it is not possible or practical for the Visiting Nation to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - (i) the Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Davis Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than five (5) working days after receipt of any such Committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of the conduct and financial

- arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
- In this case the Nation with Choice of Ground is considered to have exercised such choice.
- (ii) If it does not exercise this choice the Davis Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
  - (a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
    - 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.
  - (b)If the Committee's decision is to play in the country or territory of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- (iii) In exceptional circumstances the committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

#### PRACTICE AND MATCH COURT AVAILABILITY

A proposal to decrease organisational requirements and reduce costs for host nations:

- Reduction of the availability of the match court by one day.
- Reduction of the availability of the practice court by one day.
- Reduction of the number of practice courts by one.

#### 39. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

The match court must be available for practice at least <u>four three</u> days before the Tie is due to start. In addition, one indoor practice court of exactly the same surface as, and in close proximity to, the match court must be freely available to both teams during the <u>four three</u> days before the Tie is due to start and during the period of the Tie. The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case, the Visiting Nation shall have priority in the practice schedule.

If <u>hard court is the selected playing surface a hard court</u>, 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 teams during the <u>four three</u> 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.

(b) Outdoors:

The match court must be available for practice at least <u>four three</u> days before the Tie is due to start.

In addition, two-one practice courts of exactly the same surface as, and in close proximity to, the match court, must be freely available to both teams during the eight-six days before the Tie is due to start and during the period of the Tie.

- (c) In the case of a temporary clay court, a minimum of four days must be allowed from the start date for construction of the court to the first day of practice.
- (d) All courts required for practice under sections (a) and (b) must be ready by no later than 9am on the indicated day and be in a condition suitable for competitive play as determined by the Referee.
- (e) All practice sessions on site during the week of a Tie will remain open. The court area will be restricted to the Teams, Team personnel, ITF Officials and any other person authorized by the Referee.
- (f) Practice on the match court must at all times before and during the period of the Tie be at the discretion of the Referee.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

#### **OFFICIAL FUNCTIONS**

## (Combination of Draw, Post-draw Press Conference and Official Dinner)

A combination of amendments, with the principle objective of reducing player on-site commitment by combining the official dinner with the official draw and also removing the requirement for players to attend pre-draw press conferences.

The proposed amendments can be summarised as follows:

 For all World Group, Zone Group I and II Ties except for the Final, the introduction of the concept of a "Pre-Tie Function" at lunchtime the day before the Tie starts (i.e. the time of the current Draw). Captains and nominated players must attend this function for a maximum of two hours.

At this function, the following will take place:

- The Draw.
- The Official Lunch (instead of Dinner).
- The Post-draw press conferences and interviews.
- In addition, from now on only Captains must attend pre draw press-conferences, which will take place at least 24 hours before the draw. Players are no longer required to attend.
- Note that for the Final, the functions schedule will remain as they are but as indicated in Appendix F, the official dinner is to be moved to two days before the commencement of play (i.e. Wednesday under the current format).
- It has been identified that the Regulations refer to the "Draw" throughout to mean three separate functions:
  - 1 the initial draw done in September for the next year.
  - 2 the draw for the play-offs.
  - 3 the draw conducted at each tie to determine the order of play in the singles. Therefore for clarity each function now has a distinct name.
- Code of Conduct, Art II:
  - G. Media Conference: whilst making changes necessary as a result of the combination of the draw, etc, it was identified that this paragraph was not clear as to some of the media obligations. It has been redrafted to make it clearer.
  - H. Ceremonies: whilst making changes necessary as a result of the combination of the draw, etc, it was identified that the wording "under the above section" served no purpose, so it has been removed.

## 4. ENTRIES

- (a) The closing date for eligible Nations to enter shall be no later than 1<sup>st</sup> July in the preceding vear.
- (b) The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of at least three-quarters of those present and voting. Where in any year the Annual General Meeting takes place before the close of entries on 1<sup>st</sup> July or after the Competition Draw for the next year's Competition, the powers conferred on an Annual General Meeting in relation to the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of at least two-thirds of those present and voting.
- (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the <a href="Competition">Competition</a> Draw, its place shall be taken by another Nation, to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the Nations that lost in the World Group Play-off Ties.
  - If a Nation which is eligible to take part in the Zone Group I Competition does not enter or withdraws prior to the <u>Competition &Draw</u>, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group II of its Zone.

If a Nation which is eligible to take part in the Zone Group II Competition does not enter or withdraws prior to the <u>Competition</u> Draw, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee and any Nation not entering shall play, when next it enters, in Group IV of its Zone.

(d) If, before the <u>Competition</u> Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations that lost in the World Group Play-off Ties.

If, before the <u>Competition</u> Draw is to take place, a Nation which is eligible to take part in the Zone Group I Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country and territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group II of its Zone.

If, before the <u>Competition</u> Draw is to take place, a Nation which is eligible to take part in the Zone Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country and territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee. Any newly created Nation, not selected as a replacement, shall play in Group IV of its Zone.

## 14. SPECIFIC SANCTIONS FOR BREACH

(a) If a Nation withdraws from the Competition, after the <u>Competition</u> Draw has been made, that Nation will not be eligible to take part in the Davis Cup in the following year, unless otherwise decided by the ITF Internal Adjudication Panel. In addition, and/or in the alternative, the ITF Internal Adjudication Panel may fine the withdrawing Nation.

#### IV. DIVISION OF COMPETITION

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#### 18. THE WORLD GROUP PLAY-OFF

(a) Participation

There will be World Group Play-off Ties comprised of the losing Nations from the first round in the World Group and the Nations promoted from the Groups I of the Americas Zone, the Asia/Oceania Zone and the Europe/Africa Zone.

(b) Draw and seeds

A <u>Play-Off</u> Draw will be made by the Davis Cup Committee no later than one week after the completion of the Zonal Groups I. Eight Nations shall be seeded. Their selection shall be made by the Davis Cup Committee in accordance with most recent Davis Cup Nations Ranking.

Seeds shall be placed as follows:

Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7; seed 5 on line 9; seed 6 on line 11; seed 7 on line 13; seed 8 on line 15

(c) If two Nations have met each other in two successive years in the World Group Play-off Ties, in the third year they will be drawn in different sections of the draw.

Note: All other references to the World Group in these Regulations include the

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#### 20. AMERICAS AND ASIA/OCEANIA ZONES GROUP I

(a) Participation

The strongest Nations in the Americas Zone and the strongest Nations in the Asia/Oceania Zone shall each play in Group I of their area. They shall be selected as follows:

- (i) Those Nations from the Zone who were defeated in the World Group Play-off Ties of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Zone the previous year.
- (b) Seeds
  - (i) Two Nations shall be seeded, unless there are eight or more Nations in the Group, in which case four shall be seeded.
  - (ii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
  - (i) The seeds shall be drawn and placed as follows:

    Seeds 1 and 2 shall be placed at the top and at the bottom of the <u>Competition</u> Draw respectively. If four Nations are seeded, Seeds 3 and 4 shall be drawn first into the top of the second guarter and then into the bottom of the third guarter.
- (c) Byes

If there are Byes they shall be given to the seeded Nations in descending order.

If the number of Byes exceeds the number of seeds, the remaining Byes shall be evenly placed in different sections of the draw.

(d) Competition Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn into different halves of the draw.

(e) Promotion

The two winners in the last round in each Group will be promoted to the World Group Playoff Ties (see Regulation 18).

(f) Relegation

In each Group there shall be a Play-off Round in the order of the original <u>Competition</u> Draw between the Nations who lose their first Tie (including Nations that have a First Round bye and lose their first Tie). The losers of this Play-off Round shall play in a second Play-off Round and the loser of this second Play-off Round shall be relegated to Group II of the respective Zones. (Depending on number of Nations, a third Play-off Round might be needed).

#### 21. EUROPE/AFRICA ZONE GROUP I

(a) Participation

The strongest Nations in the Europe/Africa Zone shall play in Group I. They shall be selected as follows:

- (i) Those Nations from the Zone who were defeated in the World Group Play-off Ties of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Europe/Africa Zone in the previous year.
- (b) Seeds
  - (i) Four Nations shall be seeded.
  - (ii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
  - (iii) The seeds shall be drawn and placed as follows:

    Seeds 1 and 2 shall be placed at the top and at the bottom of the <u>Competition</u> Draw respectively. Seeds 3 and 4 shall be drawn first into the top of the second quarter and then into the bottom of the third quarter.
- (c) Byes

If there are Byes they shall be given to the seeded Nations in descending order. If the number of Byes exceeds the number of seeds the remaining Byes shall be evenly placed in different sections of the draw.

(d) Competition Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves of the draw.

(e) Promotion

The four winners in the last round of the Group will be promoted to the World Group Playoff Ties (see Regulation 18).

(f) Relegation

There shall be a Play-off round in the order of the original <u>Competition &D</u>raw between the Nations who lose their first Tie (including Nations that have a First Round Bye and lose their first Tie). The losers of this Play-off Round shall play in a second Play-off Round. The two losers of this Play-off Round shall be relegated to Group II of the Zone. (Depending on number of Nations, a third Play-off Round might be needed).

#### 22. AMERICAS AND ASIA/OCEANIA ZONES GROUP II

(a) Participation

Eight Nations in the Americas Zone and eight Nations in the Asia/Oceania Zone shall each play in Group II of their area. They shall be selected as follows:

- (i) The Nation who was relegated from Group I of the area the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and
- (iii) The two Nations with the best record from Group III the previous year.
- (b) Seeds

Four Nations shall be seeded. The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.

The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

(c) Competition Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves of the draw.

(d) Promotion

The winner of the Groups shall be promoted and play in Group I of their Zone in the following year.

(e) Relegation

There shall be two Play-off Ties in each Group for the four Nations losing in the First Round, the Nations playing each other in the order of the original Competition &Draw.

The two losers of these Play-off Ties shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

## 23. EUROPE/AFRICA ZONE GROUP II

(a) Participation

Sixteen Nations in the Europe/Africa Zone shall play in Group II, selected as follows:

- (i) The two Nations relegated from Group I the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and
- (iii) The four Nations with the best record from Group III the previous year.
- (b) Seeds

Eight Nations shall be seeded. The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed in positions 1 and 16 respectively. Seeds 3 and 4 shall be drawn first into position 5 and then position 12. Seeds 5 and 6 shall be drawn first into position 7 and then position 10. Seeds 7 and 8 shall be drawn first into position 3 and then position 14. The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

(c) Competition Draw

If two Nations have been drawn to meet each other in two successive years in the First Round, in the third year they shall be drawn in different halves of the draw.

If there are two or more nations from the continent of Africa in the Europe/Africa Zone Group II, these nations shall be evenly placed in different halves/sections of the draw.

(d) Promotion

The two winners in the third round shall be promoted and play in the Europe/Africa Zone Group I in the following year.

(e) Relegation

There shall be four Play-off Ties for the eight First Round losers in the Group, the Nations playing each other in the order of the original <u>Competition dD</u>raw. The four losers of these Play-off Ties shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

#### V. ARRANGEMENTS FOR THE COMPETITION

#### 25. THE COMPETITION DRAW

(a) The <u>Competition</u> Draw for the World Group and Zonal Competitions Groups I and II, at which each challenging Nation may be represented, shall be made by the Davis Cup Committee, not later than the second week of October.

Choice of Ground for all these Ties shall be determined at the same time (see Regulation 27).

(b) The complete <u>Competition</u> <u>Draw shall be sent within seven days to all Nations included in that Competition Draw.</u>

#### 27. CHOICE OF GROUND

- (a) Choice of Ground shall be determined in the following sequence:
  - (i) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation.

    If this is not applicable, then
  - (ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Davis Cup Committee select a Neutral Ground (e.ii.a), in which case the Davis Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Davis Cup Committee gives their approval. Applications must reach the ITF as soon as possible after the <a href="Competition">Competition</a> Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.

#### 29. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be submitted to the ITF for approval as follows: World Group Ties

- No later than 80 days before the First Round
- No later than 15 days after the completion of the First Round
- No later than 20 days after the completion of the Quarterfinals
- No later than 7 days after the completion of the Semifinals

World Group Play-off Ties

No later than 20 days after the <u>Play-Off</u> Draw

. . .

#### 31. OFFICIAL ORGANISER AND SECURITY OFFICER

Within 10 (ten) days of the <u>Competition</u> Draw or the completion of the previous round the Home Nation must inform the ITF of the appointment of an English speaking official to organise each Tie (the "Official Organiser") and the appointment of a suitably qualified security officer (the "Security Officer").

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#### **35. TEAM NOMINATIONS**

- (a) Each competing Nation must no less than 10 days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Davis Cup Executive Director without specifying which players shall play in singles and doubles:
  - A team of a minimum of three and a maximum of four which must include the nomination of a playing Captain; or
  - A team of a minimum of four and a maximum of five which must\_include the nomination of a non-playing Captain

Two of the nominated players may be changed up to one hour before the Draw.

Any of the above nominations may be changed up to 10 days before the Tie.

Only players nominated in accordance with the above shall be selected to play in the singles and doubles matches of that Tie.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Tie.

Different players and/or Captains may be nominated by a Nation for each Tie.

If the Captain is unable to fulfil his duties on court, he may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw must take place <u>at the Pre-Tie Function</u> on the day preceding the Tie and at least 24 hours before the commencement of play, unless otherwise agreed by the ITF.

- (b) Players who have not reached their fourteenth birthday on the date fixed for the commencement of the Tie are not eligible to be nominated.
- (c)(i) Before commencement of the Draw each Captain must give to the Referee the names of his two singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. Protected rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking.
  - After the Draw has been made, no variation may be made in the composition of the singles team for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for Team disciplinary reasons or who in the Referee's opinion, is incapacitated by illness, injury or other unavoidable hindrance. Any substitute sanctioned by the Referee as a result of the withdrawal of a player for Team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.
  - (ii) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
    - Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.
    - Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, the Referee must sanction the substitution of that player by another player nominated for the Tie.

- (iii) Any substitute nominated under section (ii) above for the third or fourth singles match must be selected from among the players nominated for the Tie and who has not competed in the first or second singles matches.
- (d) (i) Before commencement of the Draw, each Captain must give to the Referee the names of the doubles team. A player who has withdrawn from the singles team due to illness, accident or other unavoidable hindrance, may be nominated for the doubles match and for the third or fourth singles match under the provisions under (c) (ii) and (iii) above.
  - (ii) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.
  - (iii) If, between the change of nomination deadline and start of play in the doubles match, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, the Referee may sanction the substitution of that player, or both players of the team from among the players nominated for that Tie.
- (e) Before taking a decision as to the fitness of a player, the Referee must request him to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF Medical Certification", unless, in the opinion of the Referee, there is an obvious injury.
- (f) Any notice by a Captain under this Regulation 35(c) or (d) must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- (g) In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

#### 36. TIE - HOW DECIDED

- (a) A Tie shall be decided by the combined results of Singles and Doubles, and the side which shall win the majority of matches shall be the winner of the Tie.
- (b) In Singles, each Team shall, subject to 35, consist of two players, who shall play each against each of the opposing team to the best of five tie-break sets.

  The Draw shall determine the order of play on the first day, and is the random selection by the player that shall be the player to play first. If that player is The Number One

lot of the player that shall be the player to play first. If that player is Tthe Number One ranked player of each his team, he shall play against the Number Two ranked player of the opposing team, or vice versa if he is Number Two on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.

- (c) In the Doubles, each team shall consist of two players, who shall play against the opposing team to the best of five tie-break sets. Unless otherwise decided by the Referee, the Doubles match must take place between the second and third singles matches. However, prior to making such a decision, the Referee must use best efforts to obtain the approval of the Executive Director.
- (d) The players shall not be entitled to a rest period after the third set in any match.
- (e) For all Ties in the World Group and Zone Groups I and II:

With respect to the third day, if the third singles match is at least four sets in duration and decides the outcome of the Tie, the fourth singles match will not be played, unless both teams agree otherwise.

If the third singles match decides the outcome of the Tie but is less than four sets in duration, the fourth singles match must be played as scheduled (to the best of three tie-break sets).

For the Davis Cup Final:

With respect to the third day, if the third singles match is at least three full sets in duration and decides the outcome of the Tie, the fourth singles match will not be played.

If the third singles match decides the outcome of the Tie but is less than three full sets in duration, the fourth singles match must be played as scheduled (to the best of three tie-break sets).

All decisions relating to the implementation of this Regulation shall be the responsibility of the Referee and if the Tie is decided on the second day, the third and fourth singles matches must be played as scheduled to the best of three tie-break sets.

(f) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the third day, teams are not required to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the third day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude a Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day. If any player's commitment makes it impossible for him to stay longer than two days after the agreed completion date, then the Tie shall be declared postponed by the Referee. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

#### 38. SURFACE OF COURTS AND PLAYING CONDITIONS

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## (c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 500 lux per square metre (1,200 lux in the case of the World Group and Zone Group I), evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one metre above the playing surface.

In exceptional circumstances when play is on covered courts, this minimum may be reduced provided that the approval of the Davis Cup Committee is obtained. Applications must reach the ITF as soon as possible after the <a href="Competition">Competition</a> Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

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#### (e) Dimensions

For all Ties in the World Group, there must be 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) unless otherwise approved by the ITF. For all Ties in the Zonal Competition, there shall 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) unless otherwise approved by the ITF. Furthermore, for all Ties, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible after the Competition Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the Line Umpires 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 more than 0.914 metres (3 feet).

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#### (h) Minimum height to the ceiling

There must be a space from the court surface to the ceiling of not less than 9 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9 metres clear (or 12 metres in case of the World Group) must reach the ITF as soon as possible after the <a href="Competition">Competition</a> Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.

#### **60. TELEVISION**

All Media Rights are the property of the ITF.

. . .

- (b) In the Zonal Competition the domestic rights are assigned to the Home Nation subject to the following conditions which will apply on a year by year basis:
  - 1) In respect of Ties taking place in 2017 and any year thereafter, ITF shall have an irrevocable option to acquire the exclusive domestic television rights from each Home Nation. Said options(s) to be exercised by ITF giving notice in writing to the respective Home Nation that it is acquiring the domestic television rights for all Ties to be staged in that territory for the forthcoming year in accordance with this Regulation. Such notice must be received by the relevant Home Nation no later than 30 days following the Davis Cup Competition Deraw for that forthcoming year.

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#### 63. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31<sup>st</sup> October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements which must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the Competition owned by the ITF. The Operations Manual must be fulfilled and failure to do so will be treated as a breach of these Regulations.

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the <u>Competition</u> Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

## **APPENDIX B**

#### DAVIS CUP CODE OF CONDUCT

#### **ARTICLE II: PLAYER ON-SITE OFFENCES**

#### 4. IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match, at the Pre-Tie Function or at any press conference or Tie ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

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#### 5. WARM-UP CLOTHING (SWEATER, JACKET)

This warm-up clothing can only be used during the warm-up, <u>Pre-Tie Function</u>, official ceremonies and pre-draw press conferences.

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#### G. MEDIA CONFERENCE OBLIGATIONS

Players and captains have the following media obligations:

#### Pre-Tie:

\* The nominated team and Captain must attend the Pre-Tie Function and participate in the post-draw press conference and interviews;

- \* The Captain must attend a Pre-Draw Press Conference. The Pre-Draw Press Conference may be held in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines;
- \* For the Final, the nominated team and Captain must attend a minimum of one Pre-Draw Press Conference in the week of the Final and a press conference after the Draw ceremony and interviews.

#### Post-match:

- <u>\*</u> Unless injured and physically unable to appear, a player or team must attend the postmatch <u>press\_media</u> conference organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause;
- . In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Davis Cup Tie, including the Final and a press conference after the Draw ceremony. The Pre-Draw Press Conference may be in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines. For purposes of this Rule, media obligations also include but are not limited to Pre-Draw, Post-Draw and
- \* The nominated team and captain must participate in post-match one-to-one interviews with the home and visiting teams' national broadcasters, ITF TV –and a journalist from the official Davis Cup website.

Violation of this section shall subject a player and/or team to a fine of up to US\$10,000.

#### H. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, both teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so, as determined by the Referee:

- \* The Pre-Tie Function Draw Ceremony
- \* The Opening Ceremony on the first day of the Tie
- \* Team Presentation Ceremony on the second day of the Tie
- \* The Davis Cup Final Official Player Party
- \* The Closing Ceremony after the Final
- \* The Official Dinner for the Final

Violation of this section shall subject a team to a fine of up to \$10,000.

#### **APPENDIX E**

# MINIMUM STANDARDS FOR THE ORGANISATION OF DAVIS CUP TIES

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#### 15. Official functions

The following must take place:

- a) Captains' Meeting (as outlined in Regulation 43)
- b) Pre-Draw Press Conferences, held at least 24 hours before the Pre-Tie Function
- c) Pre-Tie Function, held the day before the Tie at least 24 hours before commencement of play and at which all of the following events must occur in this order:
  - Official the Draw
  - o Post-Draw Press Conference and interviews
  - Official Dinner Lunch

(an Official Dinner must be held during the week of the Tie. In the case of the Final, a dinner must be held on the last evening).

b)d) Opening Ceremony on the first day of the Tie

e)e)Presentation Ceremony on the second day of the Tie

**APPENDIX F** 

# ARRANGEMENTS FOR THE DAVIS CUP FINAL

. . .

(f) Official functions (Draw, opening and closing ceremonies, dinners etc.)

The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the first singles match on Friday. The Closing Ceremony on court, including the presentation of the Davis Cup Trophy to the Champion Nation, must take place on Sunday following the last match unless otherwise agreed by the Davis Cup Committee. The official dinner must be held on Sunday the evening two days before commencement of play.

# **Report from Board of Directors**

# **COURT PACE RATING (CPR) VIOLATIONS: PROPOSED NEW PENALTIES**

A proposal to introduce additional discretionary penalties that can be considered by the Internal Adjudication Panel in the case of CPR violations, with the specific intent to rebalance the disadvantage suffered by the visiting nation when the host nation has laid a court outside the parameters set for CPR in the Regulations. The proposal is to add:

- Home nation to lose right to choice of ground against the visiting nation.
- Financial compensation to the visiting nation.

# 38. SURFACE OF COURTS AND PLAYING CONDITIONS

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# (b) Court Pace Rating (CPR)

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

If on-site testing establishes that the court does not comply with the required Court Pace Rating, the Home Nation shall be subject to one or more of the following penalties as determined by the ITF Internal Adjudication Panel:

- Reduction of Davis Cup Ranking Points;
- Fines;
- Ineligibility for all or part of Regulation 55 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasion(s) when the Nation is entitled to choice, either generally and/or specifically against the Visiting Nation the next time they are scheduled to play and the Nation in question is entitled to Choice of Ground;
- Relegation to a lower division of the Competition;
- Disqualification for the current year and/or entry refused for future Competitions;
- Provision of financial compensation to the Visiting Nation.

# **Report from Board of Directors**

## **REVIEW OF CLOTHING REGULATIONS**

A proposal to allow a National Association's own logo (non-commercial) on the front, back or collar of a players' shirt with the size not to exceed 13 sq. cm.

Other small changes to the rule are proposed as follows:

- Article II, C. 5. Warm-up Clothing (Sweater, Jacket): a proposal to make obligatory something which is already accepted practice i.e. to have the country name on the back of the team tracksuit.
- Article II, C. 3. Team Identification: the final sentence in this paragraph should be removed.
  It was included at a time at which this requirement changed from only applying at the higher
  levels of the competition, to all levels. Now that it has been in place for some years at all
  levels, it should be removed, as the whole of the Code of Conduct applies at all levels, and
  it could therefore lead to misinterpretation of the other parts of the Code;

#### **APPENDIX B**

#### **ARTICLE II: PLAYER ON-SITE OFFENCES**

# C. DRESS AND EQUIPMENT

Every player and Captain shall dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

. . .

#### 3. TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of his shirt or he shall dress in national colours. Team identification shall be in accordance with the official Davis Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

# 4. IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Tie ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

# (a) Shirt, Sweater, or Jacket

(i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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.

Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

(ii) Front, Back and Collar
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 logo which does not exceed two (2) square inches (13 sq.cm)
shall be permitted.

. . .

# 5. WARM-UP CLOTHING (SWEATER, JACKET)

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.

<u>TheA</u> team's country name <u>must be displayed</u> on the back of the warm-up clothing, <u>which</u> is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and predraw press conferences.

# **Report from Board of Directors**

## **REVISION OF THE ELIGIBILITY RULE**

A proposal to clarify NA rights in relation to consulting the Internal Adjudication Panel in matters related to eligibility.

- Moves old Regs 34.6 and 34.7 to 34.2 and 34.4 (respectively), to improve the chronological flow of the rule.
- Regulation 34.3: Amended so that the Executive can approve an application where the
  player meets the criteria for more than one country. (However should two NA's disagree the
  matter would still be forwarded to IAP). This means we can take swifter action to consider
  these applications, and the Executive's decision would still be subject to an appeal.
- Regulation 34.4: as well as moving the existing wording, because the Executive will now be
  able to consider applications under Regulation 34.3, they need the power to ask for
  evidence that shows a player's eligibility to play for a nation.

# 34. ELIGIBILITY TO REPRESENT A NATION

- Any tennis player who is in good standing with his National Association in accordance with Appendix D shall be <u>qualified eligible</u> to represent that nation as a player or captain if:
  - (a) He has not previously represented any other Nation in Davis Cup (excluding Junior Davis Cup) or the Olympic Tennis Event; and
  - (b) (i) Is a citizen of that nation and has held a current valid passport of that nation for a minimum of two years (24 months) or;
    - (ii) Is a citizen of that nation, but in circumstances where that nation does not issue its own passport has held a qualifying passport issued by or on behalf of that nation for a period of two years (24 months) which confirms the player's place of birth as that nation or:
    - (iii) After a consecutive period of five years (60 months) residence in that nation can provide a genuine reason for being unable to hold or make application to hold a current valid passport where:
      - (a) he was born, or has a parent or grandparent born in that nation; or,
      - (b) he has obtained or procured the right to remain permanently or has been granted humanitarian protection in that nation.
- 34.26 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation 34.1, on the basis that the full circumstances warrant an exception being made. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.
- 34.32 If a player is qualified eligible under 34.1 or 34.2 above to represent more than one nation and the National Association of one of those nations wishes to nominate him to represent it, that Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.
  - The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters. The decision of the ITF Executive may be appealed to the ITF Internal Adjudication Panel. (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing, must detail the basis for the appeal, and must be filed with the ITF Executive within fourteen (14) days of notification of the decision. (save that tThere shall be no right of appeal against the ITF Internal Adjudication Panel's decision).

- 34.47 The ITF Executive and ITF Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified eligible to represent that Nation.
- 34.53 A player who has represented, or has been eligible to represent a Nation and such a Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those nations.
- 34.64 A player who has represented, or has been eligible to represent a nation and such nation is absorbed in whole or in part by another nation, shall immediately be eligible to represent such other nation.
  - 34.5 A player shall be deemed to have represented a nation in Davis Cup if he shall have been nominated at the time of the Draw.
  - 34.6 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation, on the basis that the full circumstances warrant an exception being made.
  - 34.7 The ITF Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

# **Report from Board of Directors**

## TERMINOLOGY IN THE REGULATIONS: ITF REPRESENTATIVE AND VIP

A proposal to review the terminology used for ITF representatives on site and VIP's.

- References to VIPs in general to become "Delegates".
- References to ITF Representative (operations) to become "ITF Event Manager".
- (Non-regulatory references to ITF VIPs to become "ITF Representatives").

# **APPENDIX E**

# MINIMUM STANDARDS FOR THE ORGANISATION OF DAVIS CUP TIES

# 7. Facilities

The stadium and venue must have appropriate on-site facilities including but not limited to:

- a) Locker Rooms
  - Fully equipped changing rooms of suitable international standard (one for each team).
- b) Players' Lounges
  - Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.
- c) Anti-doping testing facilities.
- d) Public Address System
- e) ITF Offices
  - The ITF Representative Event Manager and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities. At all Ties Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct land line telephone and high-speed internet access.
- f) Media Conference Room
  - Player interview room with easy access from the court and locker rooms.
- g) Media Work Area
  - Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.
- h) Television
  - The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual
- i) Photographers
  - The court/stadium must have appropriate positions arranged court side for photographers to be approved by the ITF as per these Regulations and the operations manual.
- j) Public Facilities
  - Public toilets (which must be free of charge), catering and parking.
- k) On-Court Equipment
  - The stadium must be able to accommodate all on-court equipment such as scoreboards, linesmen, dais, etc.

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# 9. Official Organiser

One person, the Official Organiser (see Regulation 31), with suitable languages must be available to liaise at all times with the ITF <u>Event Manager and Referee representative</u> on site to ensure the smooth running of the event.

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#### 12. Communications

Walkie-Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF they will be required for the Referee, the ITF Representative(s) Event Manager(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the Doping Control Team in the event that Anti-doping testing takes place.

#### **APPENDIX F**

# ARRANGEMENTS FOR THE DAVIS CUP FINAL

All arrangements for the Davis Cup Final shall be subject to approval by the Davis Cup Committee (see Regulation 10).

The ITF will inform the Home Nation of any special requirements for the Davis Cup Final which will include the following:

- (a) The city where the Final is to be held must be the capital city or one of the major cities of that country or territory with an accessible international hub airport. There must be sufficient hotel accommodation of the highest category (maximum 45-minutes to the stadium by car) to accommodate teams, Title Sponsor and International Sponsors, media and officials.
- (b) There must be a minimum spectator capacity of 12,000 seats unless otherwise agreed by the Davis Cup Committee.
- (c) The appointment of a representative of the ITF Event Managers to liaise with the Home Nation. The representative of the ITF Event Managers must have an appropriately equipped office on site of the venue, to be provided by the Home Nation free of charge. Such office must be made available if required as soon as the venue has been confirmed. If not available at the site such office may be in the Federation Office if in the same city. If there is not a suitable office in the city such office could be located in a hotel room. The site office must be made available as soon as possible. The prime responsibility of the ITF Event Managers representative shall be to ensure the implementation of these Regulations and the sponsorship and commercial matters outlined in the operations manual.
- (d) Accreditation and facilities for international press, including TV and photographers.
- (e) Seating arrangements in the Presidential Box.

held on Sunday evening.

- The Home Nation must consult with the ITF to ensure that priority seating arrangements for all <u>VIP's delegates</u> (ITF, the Visiting Nation, Title Sponsor and International Sponsors representatives) are provided (see Appendix G).
- (f) Official functions (Draw, opening and closing ceremonies, dinners etc.)

  The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the first singles match on Friday. The Closing Ceremony on court, including the presentation of the Davis Cup Trophy to the Champion Nation, must take place on Sunday following the last match unless otherwise agreed by the Davis Cup Committee. The official dinner must be
- (g) Display of the Davis Cup Trophy on court all three days.
  - It is the responsibility of the Home Nation to provide security for the Davis Cup Trophy during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Davis Cup Trophy back to their country or territory (if away from home), clear the Trophy through customs and to pay any costs incurred
    - It is also the responsibility of the Winning Nation to arrange the shipment of the Trophy onto the ITF the following year, clear the Trophy through customs and to pay any costs incurred.
- (h) Entertainment and requirements of the Title Sponsor and International Sponsors.
- (i) Display areas, VIP rooms hospitality areas and offices for the staff of the ITF.
- (j) Wi-Fi must be available free of charge to members of the public on site as per the guidelines set out in the operations manual and provided in accordance with the terms and conditions set out in Schedule 1 to this Appendix F.

#### **APPENDIX G**

# SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

The seats/tickets and hospitality in Regulations 33, 62 must be as follows:

#### **VISITING NATION**

# **Complimentary Tickets/Hospitality**

- 1) 12 seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- 2) Up to 10 seats, in priority positions, in the Presidential Box for the VIP's <u>delegates</u> of the Visiting Nation. Hospitality must also be provided free of charge for these 10 places.
- 3) 50 (World Group), 100 (Davis Cup Final) or 25 (Zonal Competition) first category daily tickets. Where a stadium does not include any boxes, the Visiting Nation's complimentary tickets must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.
  - Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their 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 6.

These seats must be positioned at one location.

# **Purchased Tickets/Hospitality**

- 1) For the Davis Cup Final, additional seats may be purchased, subject to availability, for its delegates VIP's in the Presidential Box.
- 2) The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 (700 Davis Cup Final). The seats in each price category must be positioned together in significant numbers.
  - The Visiting Nation must confirm to the Home Nation within 20 days of being advised of the venue/ticket prices whether or not it wishes to take up its option to purchase such tickets. The balance of the 10% must be located in a block starting in the area directly behind the team bench of the visiting Nation, unless otherwise agreed by the ITF.

# Hospitality

When requested, at least 30 days before the Tie, the Home Nation will provide to the Visiting Nation a reasonable sized facility on-site for hospitality for the official party of the Visiting Nation (maximum 50 people – 100 in the case of the Davis Cup Final). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

# ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

# **Complimentary Tickets/Hospitality**

- 1) Up to six seats in the Presidential Box for the <u>delegates</u><del>VIPs</del> of the ITF and seating for Title Sponsor and International Sponsors where requested.
  - In the Presidential Box for the Davis Cup Final:
  - a) 24 seats for the senior representatives of the Title Sponsor and International Sponsors attending the Davis Cup Final
  - b) Seats for the following persons (and their partners) attending the Davis Cup Final:
    - ITF Board of Directors
    - Davis Cup Committee

- Up to 4 members of the ITF's senior executive staff
- c) The Presidents (and their partners) of other World Group Davis Cup Nations attending the Davis Cup Final shall, provided adequate notice is given, be entitled to receive complimentary seats where available.
- All persons receiving complimentary seats in the Presidential Box must also be provided with hospitality by the Home Nation.
- 2) Up to an aggregate of 310 (World Group), 350 (Davis Cup Final) or 210 (Zonal Competition) daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF. Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' complimentary seats must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met. Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their 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 6. These seats must be positioned at one location.

# **Purchased Tickets/Hospitality**

- 1) The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 day, at face value. The seats in each price category must be positioned together in significant numbers.
  - Such tickets must be in a good location and will be purchased by the ITF and confirmed 30 days before the Tie.
- 2) For the Davis Cup Final, the ITF and International Sponsors are entitled to purchase 5% of the available tickets less the number previously allocated as complimentary (see above). The Title Sponsor is entitled to purchase 10% of the available tickets.
  - All 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 1050 first category tickets per day, at face value. The seats in each price category must be positioned together in significant numbers.
- 3) The ITF, Title Sponsor and International Sponsors shall be entitled to purchase 750 hospitality passes (1,000 in the case of the Davis Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc. but does not include local taxes. The ITF, Title Sponsor and International Sponsors 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.

#### **Report from Board of Directors**

# REVISION OF THE TIMELINE FOR SENDING OUT THE COMMERCIAL LETTER

The Event Operations department sends an updated commercial letter ahead of every round to NA's, however this is not reflected in the Regulations.

# 63. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter per Tie. –The Commercial Letter for the First Round, will be sent by 31<sup>st</sup> October the previous each—year, to be effective for the following year's Competition and for all other rounds will be sent a minimum of eight (8) weeks before the Tie to which it relates. The Commercial Letter, to be used in conjunction with the current operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements which must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the Competition owned by the ITF. The Operations Manual must be fulfilled and failure to do so will be treated as a breach of these Regulations.

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

# **Report from Board of Directors**

#### LICENCE TO USE PLAYER FOOTAGE OR IMAGES

A few amendments have been introduced following the advice of our legal consultants with regard to the licence of using player footage or images:

- The grant from players and captains has been extended to all Team Members, as they may be seen on the TV footage and in images that are used.
- It has been specified that the ITF can permit the official broadcasters, and any Fixed Venue Final Host, to use footage and images of players (and all team members). However, as per the current Regulations, this is restricted to promotion of the Davis Cup, and only if that promotion does not represent an endorsement by a player of any product or company unless that is permitted under the existing Appendix J, which is not changing in substance.
- Appendix J has had some minor clarifications:
  - Local Sponsor has been changed to Tie Sponsor for consistency with current terminology.
  - A Nation is only permitted to the image rights to one team sponsor or one tie sponsor.

## 5. RULES AND REGULATIONS

. . .

(e) Each player or captain Team Member nominated to participate in (or otherwise attending or participating in) the competition grants and assigns to the ITF the right in perpetuity to make, use and show and to permit our partners (i.e. Final Host and broadcasters) to make, use and show from time to time and at its the ITF's discretion, motion pictures, still pictures and live, taped or filmed television, games—based imagery and other reproductions of him in connection with the promotion of the competition—Competition—without compensation for himself, his heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix J and/or as otherwise agreed by separate agreement.

# **APPENDIX J**

# RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE DAVIS CUPFINAL

- 1 Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Davis Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Davis Cup team ("Participantsparticipants") for the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either onethe Team Sponsor or one (1) Tielocal sponsor approved by the ITF), in the event that their team participate in the Davis Cup Final.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
- a) The rights are restricted to use in connection with each <u>Participants</u>-status as a member of his Davis Cup team and must only be used in materials featuring no less than four
   (4) <u>Participants</u>-status as a member of his Davis Cup team and must only be used in materials featuring no less than four
- b) Such images may only be used by sponsors as part of their association with the Davis Cup and in connection with references to the Davis Cup Final featured in the photography or visual

reproduction or representation. No <u>Participants participant's</u> image shall be used as a commercial endorsement of any of the sponsors' product or service;

- c) Where such images are used by a Team Sponsor or ITF approved local sponsor <u>Tie Sponsor</u>, the use shall be restricted to within the geographic territory of the National Association only;
- d) All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF;
- e) No <u>Participants participant's</u> image will be used in a manner that is materially more prominent than the images of other <u>Participants participants</u> used;
- f) In any event the rights are granted for a period of up to one (1) year.

Note 1: For the purpose of guidance for sponsors, ITF will apply the following scope and duration restrictions:

- i. Title Sponsor rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Davis Cup Final.
- ii. International Sponsors rights may be used on a worldwide basis for a maximum of one (1) month from the date of the Davis Cup Final. Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. Rights may not be used for any form of on-pack advertising or promotion.
- iii. Team Sponsor or ITF approved local sponsor <u>Tie Sponsor</u> the use shall be restricted to scope and duration defined in Paragraph 2 above and in addition, restricted to within the geographic territory of the National Association only.

# **Report from Board of Directors**

# APPEAL RIGHTS ON CHOICE OF GROUND DECISIONS

It was identified that the changes made to the dispute resolution processes for 2017 onwards inadvertently resulted in appeals from Choice of Ground decisions (under Regulation 27 and Appendix A) going first to the Internal Adjudication Panel, and there being a further appeal right to the Independent Tribunal. This was instead of these being appealed directly to the Independent Tribunal which is far more efficient for NA's in such cases which are all time-sensitive. Note that the same number of steps in the appeal process exist for NA's.

In addition, Regulation 12(b) has been amended to clarify that the Referee still has on-site jurisdiction over the interpretation of the Regulations.

#### III. DISPUTES AND ENFORCEMENT OF REGULATIONS

# 12. THE ITF INTERNAL ADJUDICATION PANEL

The ITF Internal Adjudication Panel shall have exclusive jurisdiction, in the first instance, over the following matters:

- (a) Any request for a decision that is <u>expressly</u> entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 34 or under Regulation 38).
- (b) 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 pursuant to Regulations 43(i) and/or 44(a)).
- (c) Any allegation by the ITF that a player, <u>Team Member or Covered Person</u> has committed misconduct under the Davis Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation, <u>player</u>, <u>or any team member</u>Team <u>Member</u>, or <u>any</u> other person or entity bound by <u>these</u> the <u>Rules and</u> Regulations has failed to comply with any <u>other</u> aspect of the Rules <u>orand</u> Regulations, except for:
  - (i) An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);
  - (ii) An allegation of violation of the Tennis Anti-Corruption Program (which shall be heard and determined by an Anti-Corruption Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);
  - (iii)An allegation that a player or Related Person (as defined in the Davis Cup Code of Conduct) has committed a Major Offence under the Davis Cup Code of Conduct (which shall be heard and determined by the Independent Tribunal, in accordance with Regulation 16); erand
  - (iv) An allegation that a player or Team Member has committed an offence under the Davis Cup Code of Conduct that is not a player Major Offence or misconduct or a breach of the Welfare Policy (which allegation shall be resolved by the Referee of the Tie in question).
- (e) Any other dispute arising out of or relating in any way to these Regulations.

Decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, subject only to the <u>Rightsrights</u> of <u>Appeal appeal</u> set out in Regulation 15.

# 15. APPEAL APPEALS FROM DECISIONS OF THE ITF INTERNAL ADJUDICATION PANEL

(a) <u>Save where specified otherwise</u>, <u>Dd</u>ecisions of the ITF Internal Adjudication Panel under <u>these the</u> Rules and Regulations, and decisions by a Referee sanctioning a player <u>or Team Member</u> for an offence under the Davis Cup Code of Conduct, may only be challenged by way of appeal to the Independent Tribunal, which appeal may only be brought by one of the

following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:

- (i) The Nation that is the subject of the decision being appealed;
- (ii) The Team Memberperson who is the subject of the decision being appealed;
- (iii) The Nation of the <u>team member</u> <u>person</u> who is the subject of the decision being appealed;
- (iv) Any Nation that is directly affected by the decision being appealed; and /or
- (v) The ITF.
- (b) The Independent Tribunal may also hear any other appeals expressly referred to it under the Rules and Regulations.
- (c) Appeal proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. The Independent Tribunal will have to hear the appeal de novo and will have all of the sanctioning powers that the ITF Internal Adjudication Panel or Referee (as applicable) would have in relation to the facts as found by the Independent Tribunal
- (ed) Proceedings before the Independent Tribunal will be governed by English Law, and the Independent Tribunal will operate as an Arbitral Tribunal arbitral tribunal within the meaning of the Arbitration Act 1996.
- (de) Decisions of the Independent Tribunal resolving appeals from the decisions of the ITF Internal Adjudication Panel or of a Referee shall be final and binding on all parties, and may not be appealed or challenged in any forum, save in the English—Court on the limited grounds set out in the Arbitration Act 1996.

# 27. CHOICE OF GROUND

- (a) Choice of Ground shall be determined in the following sequence:
  - (i) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. Any meeting of two Nations in a Final in the 2018 Competition or later will not be considered for the purposes of determining Choice of Ground. If this is not applicable, then:
  - (ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Davis Cup Committee selects a Neutral Ground (e.ii.a), in which case the Davis Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Davis Cup Committee gives their approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.
  - (i) A Nation with the Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - (ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice

(e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Davis Cup Committee, it is not possible or practical for the Visiting Nation to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:

- (i) the Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Davis Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than five (5) working days after receipt of any such Committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - In this case the Nation with Choice of Ground is considered to have exercised such choice.
- (ii) If it does not exercise this choice the Davis Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
  - (a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
    - 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.
  - (b)If the Committee's decision is to play in the country or territory of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- (iii) In exceptional circumstances the <u>committeeDavis Cup Committee</u> may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.
- (f) <u>Decisions made by the Davis Cup Committee under this Regulation 27 may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules.</u>

#### **APPENDIX A**

# SPECIAL REGULATIONS FOR THE ZONAL GROUP III AND IV COMPETITION

#### . . .

# **HOST NATION**

Each Nation in the Zonal Group III and IV may apply to the ITF to host a Zonal Group III or IV event. Such applications must be submitted no later than 1 September on a prescribed form provided by the ITF.

In selecting the venues for the Zonal Group III or IV Competition, consideration will be taken to the following:

- \* The number of courts available, and other facilities.
- \* The availability of hotel accommodation.
- \* Previous organisational experience of international tennis events, and number of officials available.
- \* Airport accessibility.

The host of the Zone Group III or IV event may be changed at any time by the Committee due to an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances the Committee may decide that the event be postponed in order that it may be played at the venue selected by the original host. Decisions made by the Davis Cup Committee under this paragraph

may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules.

# **Report from Board of Directors**

## HOSTING A TIE IN OVERSEAS TERRITORIES

The ITF was asked to consider whether a NA organising a home tie in an overseas territory of their country was consistent with the Constitution, even if that territory was a member in its own right (whether Class B or Class C). Having consulted all the relevant committees it was determined that such possibility was indeed consistent and should be permitted, provided the formal permission of the territory's own NA and the Davis Cup Committee is given.

# 27. CHOICE OF GROUND

- (a) Choice of Ground shall be determined in the following sequence:
  - (i) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation.
    - If this is not applicable, then
  - (ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Davis Cup Committee select a Neutral Ground ((e)-ii.a), in which case the Davis Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location:
  - (i) within their its own country or territory, or
  - (ii) within an overseas territory or associated state of that country, subject to the consent of any relevant ITF-member National Association of that territory or state (even if that National Association is not participating in the Competition), and to the approval of the Davis Cup Committee.
  - unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Davis Cup Committee gives their approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.
  - (i) A Nation with the Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - (ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice.

- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Davis Cup Committee, it is not possible or practical for the Visiting Nation to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - (i) the Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Davis Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than five (5) working days after receipt of any such Committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
    - In this case the Nation with Choice of Ground is considered to have exercised such choice.
  - (ii) If it does not exercise this choice the Davis Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.

- (a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
  - 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.
- (b)If the Committee's decision is to play in the country or territory of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- (iii) In exceptional circumstances the committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

# **Report from Board of Directors**

#### **REFEREE'S POWERS**

The Referee's general powers to penalise misconduct by a captain have been extended to any Team Member which is defined as "including, without limitation, its players, extra players, Captain, coaches, trainers and other player support personnel and team members nominated to participate in, or otherwise attending or participating in the Competition".

The wording has been clarified as follows:

- The Referee has this power in relation to misconduct taking place before and during the period of the Tie.
- Removal includes the discretion for the Referee to remove accreditation, and order removal and denial of access for the remainder of the tie, subject to using best efforts to obtain approval of the Executive Director.

# 44. REFEREE - POWERS

- (a) The Referee is the on-site representative of the ITF, and is responsible for ensuring the uniform administration and interpretation of the Davis Cup Regulations, the Rules of Tennis, the operations manual, the Davis Cup Code of Conduct and the ITF duties and procedures for Officials.
  - (b) The Referee shall have the following power to and discretion in relation to Team Member misconduct before and during the period of the Tie: give a formal warning to the Captain and, after two warnings, may
    - (i) in the case of the Captain he/she may give a formal warning and, after two warnings, may -remove him/her him from his/her duties from for the match in course and/or for any or all of the following-remaining matches of that Tie, in which case he the Captain may be replaced only by a member of the nominated team. The Referee may remove the Captain without a formal warning for a single incident of misconduct, if in his/her discretion it is warranted; and/or
    - —(ii) in the case of any Team Member, including the Captain, remove the Team Member's accreditation, order his/her removal from the site, and/or order continued denial of access for a specified period of time or for the remainder of the Tie. However, prior to removal of accreditation, removal from site and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the Executive Director.

The Referee may also remove the Captain without a formal warning for a single incident of misconduct. In addition to removal, the Captain Team Member is subject to the applicable provisions and penalties of the Davis Cup Code of Conduct.

- (c) The Referee may also make a recommendation to the Davis Cup Committee Internal Adjudication Panel that the Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Davis Cup Competitions.
- The Captain shall be allowed to sit on the court beside the chair of his/her team but he/she may not move away from that area. Apart from his/her team, he/she may talk to the Chair Umpire and to the Referee. He/She may not talk to any Line Umpire.
  - <u>In addition to removal, the Captain is subject to the applicable provisions and penalties of the Davis Cup Gode of Conduct.</u>
  - (c) The Referee may also make a recommendation to the Davis Cup Committee that the Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Davis Cup Competitions.
  - (de) Prior to or during the course of a Tie, the Referee may, in his/her discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 38. However prior to calling off the Tie, the Referee must obtain the approval of the Executive Director or his designee.
  - (fe) All decisions of the Referee are final.

# **Report from Board of Directors**

#### VARIOUS AMENDMENTS TO APPENDIX B - CODE OF CONDUCT

Please find below a list of required changes to the Code of Conduct as proposed by our legal advisers. The reason for each change is explained in the bullet points below:

- Article I:
  - o Amends to reflect that the Code of Conduct applies to all Team Members.
- Article II: On-Site Offences:
  - Section A clarifying that the site of a Davis Cup Event includes any official venue or location of official functions.
  - o Section E, J, L, O, P, Q updated wording in line with Davis Cup (and other ITF Regulations), to clarify that an egregious or flagrant breach will constitute a Major Offence.
  - Section F Failure to Complete a Match should also constitute a Major Offence, in circumstances of an egregious or flagrant breach. This is in line with the ATP, WTA and the Pro Circuits.
  - o Section J, L, M, N, O, P, Q amended so that it is an offence for a Team Member who acts in that way.
  - Section K has been expanded so that players have a duty to ensure their entire team acts in an appropriate manner, not just a "coach", which has always been interpreted as for non-team captain coaches. However, the use of this offence in the case of team member misconduct would not be automatic. The Referee would primarily use Regulation 39 or the other Code of Conduct On-Site Offences that relate to a team member, in order to take action against a team member (to fine and/or remove them) without affecting the play through the imposition of point penalties or defaults. The priority remains that the match should be won and lost by the players on the court, not by others' conduct off court.
  - Section Q removed wording that excluded conduct that fell under other offences from being unsportsmanlike conduct. This is now consistent with ATP and WTA wording.
  - Section S clarifying that point/game penalties cannot be appealed, as the match will have been completed and therefore the penalties cannot be undone.
  - Section T inserting that the Referee has the power to remove accreditation and deny a person access to the site, if they commit an offence that warrants default from the remainder of the Tie, but only after attempting to obtain the approval of the Executive Director.
  - ∘ Section X clarifying that only the offence itself, and/or a fine imposed can be appealed, not any point penalties or defaults.
- Article III: Major Offences
  - o These can also be committed by persons other than the Player;
  - Removal of the Major Offence that is committed when a player has an anti-doping rule violation. This offence is dealt with in the Tennis Anti-Doping Programme. The repayment of prize money will be revised and included in Regulation 7.
  - The Review Board may constitute only one person. These amends are in line with the Circuit Regulations.
- Article V and VI were incorrectly numbered.

# APPENDIX B DAVIS CUP CODE OF CONDUCT ARTICLE I: GENERAL

# A. PURPOSE

The ITF promulgates this Davis Cup Code of Conduct (<u>Thethe</u> Code) in order to maintain fair and reasonable standards of conduct by <u>players and Captains Team Members</u> in Davis Cup

Ties and to protect their rights, the rights of the public and the integrity of the Sportsport of Tennis.

# **B. APPLICABILITY**

This Code is applicable as stated herein to the Davis Cup Competition, including to the Zone Group Events. Any reference to players in this Code shall apply to all team members including the Captains where appropriate Team Members where appropriate.

# C. UNITED STATES DOLLARS

All monetary fines set forth in the Code are in US Dollars.

#### ARTICLE II: PLAYER ON-SITE OFFENCES

# A. GENERAL

Each player, Captain, team members/extra players, coach, trainer or officials attached to either the Home Nation or the Visiting Team Member of any Nation shall, during all matches and at all times while within the precincts of the site of a Davis Cup Tie (which shall include any official venue or location related to the Event), or otherwise in connection with a Tie, conduct him/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's Team Member's conduct while within the precincts of each such site.

# **B. PUNCTUALITY**

Matches shall be called in accordance with the order of play. Players shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Davis Cup Ties shall be the Referee's timepiece.

- 1. Any player 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 within fifteen (15) minutes after his match is called may be fined up to an additional \$10,000 and shall be defaulted unless the Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

# C. DRESS AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall 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 it 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 Davis Cup 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 ITF. 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 durometres 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 Davis Cup 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. DOUBLES TEAMS

Members of doubles teams shall be dressed in substantially the same colours. In the case of Team Identification, this requirement will be satisfied so long as both members of the team display the Nation's name on the back of their shirts and dress in substantially the same colours or both members of the team dress in national colours.

# 3. TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of his shirt or he shall dress in national colours. Team identification shall be in accordance with the official Davis Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

# 4. IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Tie ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

# (a) Shirt, Sweater, or Jacket

# (i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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.

#### Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

(ii) Front, Back and Collar

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 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 or Wristband

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, trademark, 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 of utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

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. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the logo identification.

# 5. WARM-UP CLOTHING (SWEATER, JACKET)

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.

A<u>The</u> team's country name <u>must be displayed</u> on the back of the warm-up clothing. <u>which</u>. This is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and predraw press conferences.

# 6. CHANGE/TAPING

Any player who violates this Section 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.

# 7. FINES

Any player or Captain who violates this Section and 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) Manufacturer's Identification Violation of the provisions with respect to manufacturer's identification shall result in a fine of up to \$1,000.
- (c) Commercial Identification
  Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- (d) Other Tennis Event
  Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

# D. LEAVING THE COURT

A player 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 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 Match as hereinafter set forthset out below.

# **E. BEST EFFORTS**

A player shall use his best efforts to win a match when competing in a Davis Cup Tie. Violation of this section shall subject a player to a fine of up to \$10,000 for each violation. For purposes of this Rule, 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 <u>shall also constitute the Major Offence of "Aggravated Behaviour" and shall be may</u> subject <u>him</u> to the additional penalties set forth in these Regulations.

# F. FAILURE TO COMPLETE MATCH

Any player nominated for any match in the Tie must commence or complete such match unless he is incapacitated by illness, accident or other unavoidable hindrance. Violation of this section shall subject a player to a fine of up to US\$10,000 and he shall not be eligible to represent his Nation in the next Tie whether in the current Competition or subsequent Competitions. 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.

#### G. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the post-match media conference organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Davis Cup Tie, including the Final and a press conference after the Draw ceremony. The Pre-Draw Press Conference may be in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines. For purposes of this Rule, media obligations also include but are not limited to Pre-Draw, Post-Draw and post-match one-to-one interviews with the home and visiting teams' national broadcaster, ITF TV and journalist from the official Davis Cup website. Violation of this section shall subject a player and/or team to a fine of up to US\$10,000.

#### H. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, both teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so, as determined by the Referee:

- \* The Draw Ceremony
- \* The Opening Ceremony on the first day of the Tie
- \* Team Presentation Ceremony on the second day of the Tie
- \* The Davis Cup Final Official Player Party
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this section shall subject a team to a fine of up to \$10,000.

#### I. TIME VIOLATION/DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) 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 penalized 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 Violation (Delay of Game) penalty shall be assessed in accordance with the Point Penalty Schedule.

# J. AUDIBLE OBSCENITY

<u>Players Team Members</u> shall not use audible obscenity within the precincts of the site. Violation of this Section shall subject a <u>Team Member</u> player to a fine up to \$10,000 for each violation. In addition, if <u>a player commits</u> such violation <u>occurs</u> during a match (including warm-

up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. 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 may subject him to the additional penalties set forth in these Regulations.

For the purpose of this rule, 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 ballboys.

# K. COACHING AND COACHESTEAM MEMBERS

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their coaches 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 designed to have, an affect prejudicial or detrimental to the best interests of the 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 Coach Team Member to be removed from the site of a match stands or the precincts of the Tie-site and upon his or her failure to comply with such order may declare an immediate default of such player.

# L. VISIBLE OBSCENITY

Players Team Members shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a player Team Member to a fine up to \$10,000 for each violation. In addition, if a player commits such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. 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 may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, visible obscenity is defined as the making of signs by a player the person with his/her hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

# M. ABUSE OF BALLS

Players Team Members 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 Team Member to fine up to \$700 for each violation. In addition, if a player commits such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow.

For the purposes of this rule, 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.

# N. ABUSE OF RACQUETS OR EQUIPMENT

Players Team Members 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 Team Member to a fine up to \$1,000 for each violation. In addition, if a player commits such violation

<del>occurs</del> during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow.

For the purpose of this rule, 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.

# O. VERBAL ABUSE

Players 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 player Team Member to a fine up to \$10,000 for each violation. In addition, if a player commits such violation eccurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. 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 may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, 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.

# P. PHYSICAL ABUSE

Players 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 player Team Member to a fine up to \$10,000 for each violation. In addition, if a player commits such violation eccurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. 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 may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

# Q. UNSPORTSMANLIKE CONDUCT

Players 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 player Team Member to a fine of up to \$10,000 for each violation. In addition, if a player commits such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. 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 may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the <u>Competition</u>, the <u>ITF or the</u> Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. 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 Competition and/or the officiating thereof.

# R. PARTISAN CROWD/SPECTATORS BEHAVIOUR

During Davis Cup 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 SECOND Offence THIRD AND EACH SUBSEQUENT Offence WARNING POINT PENALTY 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.

# S. 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 Violation, the Referee shall determine whether each subsequent offence shall constitute a default.

The decision of the Referee under the Point Penalty Schedule shall be final and unappealable.

#### T. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) <a href="mailto:committed-by-any-Team Member">committed by any Team Member</a> or pursuant to the Point Penalty Schedule set out above. In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided 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 as herein provided under this provision may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II B and C, or as a result of a medical condition or when his doubles partner commits the Code Violation which causes the default. Default of a player from the remainder of the Tie 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.

-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.

# **U. DOUBLES MATCH**

1. Point Penalties/Game Penalties/Defaults

Point penalties, game penalties and/or a default if assessed for violation of Code shall be assessed against the doubles team.

## 2. Fines

Fines for violation of Article II C.2 of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

## V. DETERMINATION AND PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all Player On-Site on the such that a violation has occurred shall specify the fine and/or other punishment therefor and give written notice thereof to the Captain.

#### W. PAYMENT OF FINES

The ITF shall deduct such Fines from the Nations distribution of Prize Money.

# X. APPEALS

Any player or Captain Team Member convicted of a violation of an Player On-Site Offence at a Davis Cup Tie may appeal the offence and/or any fine imposed to Thethe Independent Tribunal in accordance with Regulation 15.

# ARTICLE III: PLAYER MAJOR OFFENCES

# A. AGGRAVATED BEHAVIOUR

No player or Related Person (defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Davis Cup Tie at the request of the player or any other Related Person) at any Davis Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- 1. One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- 2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup, or is singularly egregious.
- 3. A series of two (2) or more violations of this Code 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.
- 4. A violation of Regulation 7 whereby Davis Cup results of a player are disqualified as a consequence of an Anti-Doping Rule Violation at the Davis Cup or at any other event or elsewhere.

Violation of these Sections 1-3 this Section by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Davis Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Davis Cup Ties and/or the Davis Cup Competition.

Violation of <u>this Section</u> <u>these Sections 1-3</u> shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of his participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

# **B. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME**

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player 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 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, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Davis Cup Ties or the Davis Cup Competition.

Violation of this Section shall be Aggravated Behavior and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

# C. DETERMINATION AND PENALTY

The ITF shall investigate all facts concerning any alleged Major Offence. All players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player 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 (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The player 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 Article III.C, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

#### **Review Board**

The ITF shall identify one or more three-individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to each of those three the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the player or related person and any other party with a right of appeal under Regulation 15, and (subject to the rights of appeal set out at Regulation 15) the matter shall not proceed any further.

When the Review Board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, 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, and;
- (c) The player 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;
- (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she 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 or Related Person's receipt of the notice. The request must also state how the player 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 or other 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 or other 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 or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

# Provisional suspension

If (and only if):

- (a) The player or related person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and
- (b) The Review Board has completed its review and has concluded that the player or Related Person in question has a case to answer in respect of that Major Offence;

Then the ITF may notify the player<u>or Related Person</u> in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her 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 chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

A player or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Davis Cup.

# Hearing

If the player or other person charged exercises his/her 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 15, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

# D. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for Player Major Offences shall be deducted from the prize money earned by the player's person's National Association.

# **ARTICLE IV: WELFARE POLICY**

Each team member of each Nation that enters and/or participates in the Competition, and any Player Support Team Member of each team member and each Nation that enters and/or participates in the Competition Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix H.

# 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 Appendix H.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code,

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 National Association, shall be in violation of this section.

- C. For the purposes of Article VI b, "Misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association 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, 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.
- G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a National Association including:
  - 1. In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Davis Cup 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 Davis Cup Ties or the Davis Cup competition;
  - 2. In the case of a National Association, disqualification in respect of the Davis Cup competition for the year wherein in which such violation of this section occurs, and/or refusal of entry for future Davis Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel, do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payments set out in Regulations 55 (a) and (b).
  - 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 Davis Cup Ties and/or the Davis Cup Ceompetition.
- H. Any Covered Person sanctioned for misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 15.

# **Report from Board of Directors**

## FINANCIAL CONSEQUENCES OF ANTI-DOPING RULE VIOLATIONS

The proposal is to amend the provisions regarding the consequences of anti-doping rule violations to ensure better clarity in the following areas:

- The Aggravated Behaviour Major Offence in relation to an anti-doping rule violation is incompatible with the Tennis Anti-Doping Programme ("TADP"), which is where all disciplinary matters in relation to anti-doping should sit. Therefore, all references to such offences have been deleted.
- Regulation 7(c) has been amended to clarify that where a Champion Nation is relegated to runner-up as a result of the disqualification of results of one or more of its players in a Tie under the TADP, that Nation must repay the difference between the Champion and runnerup PILA. That repayment is not a fine.
- Regulation 7(d) has been amended so that any Nation who has a player's Davis Cup
  results disqualified will be fined a percentage of the PILA they received for that Tie, whether
  or not it is the Final.
- One of the consequences of an in-competition anti-doping rule violation under the TADP is that a player must forfeit any 'Prize Money' earned in that competition. Regulations 7(e) and (f) set out a mechanism to determine the amount of 'Prize Money' that falls to be forfeited under the TADP in the Davis Cup Competition.

If approved it is important for NA's to ensure that they have adequate wording in their players' contracts to enable them to enforce the regulation with specific emphasis on the possibility to claim prize money back off a player.

#### 7. ANTI-DOPING

- (a) The Tennis Anti-Doping Programme (the <u>"TADP"</u>) applies to the <u>Davis Cup, and all Competition</u>. All players who <u>are entered or who participate</u> in the <u>Davis Cup Competition</u> and <u>allany</u> of their <u>"player support personnel"</u> Player Support Personnel (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. The TADP may be downloaded at <u>www.itftennis.com</u>.
- (b) Anti-doping tests may be conducted during the Competition in accordance with the TADP.
- (c) If any player's results in the <a href="Davis CupCompetition">Davis CupCompetition</a>, are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the <a href="Davis CupCompetition">Davis CupCompetition</a>, except that any wins in the <a href="case of the">case of the</a>—Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation that originally lost the Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by <a href="must repay to the ITF">must repay to the ITF</a> the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where <u>a player's</u> results in a Tie other than the Final are disqualified pursuant to the TADP, that player's his Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for each singles match that he played in the Tie and 10% of that PILA component for each doubles match that he played in the Tie.
- (e) Where a player's results in any Tie are disqualified pursuant to the TADP, the Prize Money (as defined in the TADP) to be forfeited by the player shall be the actual amount of prize money he received from his Nation for his participation in the relevant Tie. The player shall pay that amount to the ITF within 21 days of the decision confirming forfeiture. Where the player fails to pay that amount to the ITF within the deadline (or where the Nation has not yet transferred payment to the player), the player's Nation shall be required to pay to the ITF the prize money paid (or owed) to the player for his participation in the relevant Tie within a deadline to be specified by the ITF. The player and/or Nation (as applicable) shall provide proof of the prize money received or paid/owed. In the absence of such proof, save

where Regulation 7(f) applies, the Prize Money (as defined in the TADP) to be forfeited under the TADP (payable by the Nation to the ITF) shall be deemed to be 20% of the prize money component of the payment received by the player's Nation for the Tie for each singles match that he played in the Tie, and 10% of that prize money component for each doubles match that he played in the Tie.

- (fg) All-Any financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.

#### **ARTICLE III: PLAYER MAJOR OFFENCES**

#### A. AGGRAVATED BEHAVIOUR

No player or Related Person (defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Davis Cup Tie at the request of the player or any other Related Person) at any Davis Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- 1. One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- 2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup, or is singularly egregious.
- 3. A series of two (2) or more violations of this Code 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.
- 4. A violation of Regulation 7 whereby Davis Cup results of a player are disqualified as a consequence of an Anti-Doping Rule Violation at the Davis Cup or at any other event or elsewhere.

Violation of thisese Ssections 1-3-by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Davis Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Davis Cup Ties and/or the Davis Cup Competition.

Violation of these this Sections 1-3 shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of his participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

# **Report from Board of Directors**

#### **OXYGEN**

A proposal from the ITF Sport Science and Medical Commission to clarify that the use of supplemental oxygen is not permitted at any time, unless prior medical approval has been given by the ITF. If required for a medical emergency, then a player would not be permitted to continue playing.

# APPENDIX C MEDICAL AND TOILET BREAK

#### MEDICAL

# a. Medical Condition

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer (also known as the Primary Health Care Provider) during the warm-up or the match.

- Treatable Medical Conditions
  - 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.
  - 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.
- Non-Treatable Medical Conditions
  - Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
  - Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
  - General player fatigue.
  - Any medical condition requiring injections, or intravenous infusions, or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.
  - o 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.

# **Report from Board of Directors**

## PHYSICAL INCAPACITY

In 2017, the ITF Sport Science and Medical Commission (SSMC) approved new wording for all ITF Regulations relating to physical incapacity, following an incident at an ITF tournament. The wording below is already included in all ITF Regulations (Pro Circuits, Juniors, Seniors, Beach Tennis and Wheelchair).

The content of the rule is largely the same as those of the WTA and ATP, but the ITF has made further provision for psychological issues. Note that both bodies have representation on the SSMC which supports this change.

# APPENDIX C MEDICAL AND TOILET BREAK

## h. Physical Incapacity

DuringIf any concern arises about a match, if there is an emergencyplayer's medical condition and the player involved is (whether physical or psychological) that they are unable to make a request for a Physiotherapist/Athletic Trainer, compete, or they pose a serious health risk to players, officials or Tie organisers or staff, the Physiotherapist/Athletic Trainer and/or Independent Doctor should be called to assist the player.

If the issue arises during a match, the Chair Umpire shallshould immediately call for the Physiotherapist/Athletic Trainer and Physiotherapist/Athletic Trainer and/or Independent Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Independent Doctor should inform the Referee and recommendThe Independent Doctor is responsible for ensuring that the player is ruled unable to compete 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 to be played, or retired, 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.

Thelf 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 matchrubber at the same Tie-if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same, either that day or on a latersubsequent day.

\*It is recognized that national laws or governmental or other binding Regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

# ABILITY FOR THE ITF TO CONDUCT ITS OWN INVESTIGATIONS UNDER THE CODE OF CONDUCT

A proposal to permit the ITF to conduct its own investigations under Appendix B Article V (Misconduct), and Appendix H (Welfare Policy). Currently an investigation can only be initiated after a complaint has been received. However, based on facts it becomes aware of, the ITF may wish to conduct an investigation into a possible breach of the welfare policy, even if no complaint has been received.

## **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 Appendix H.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article VI b, "Misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.

## **APPENDIX H**

## **WELFARE POLICY**

## b. Violations/Procedures

i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, or if the ITF itself considers that there has been an apparent violation of this Welfare Policy, the ITF shall promptly investigate the matter. Upon request by the ITF, the ITF Internal Adjudication Panel shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.

ii. Upon review of the complaint matter and, where appropriate, additional investigation, the ITF may determine that the complaint matter does not merit further action. If the ITF determines that the complaint matter does merit further action, after notifying the accused individual of the charge(s), it shall refer the matter to the ITF Internal Adjudication Panel.

After and giving the accused individual the opportunity to present his or her views, either in person or in writing, the ITF Internal Adjudication Panel may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF may deem appropriate.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

## PROVISION FOR THE DELEGATION OF POWER TO THE EXECUTIVE

A proposal to permit the Davis Cup Committee to delegate some power to the ITF Executive, where deemed appropriate, to approve the arrangements for Ties. This means that if there are certain matters that the committee thinks are not necessary to come to it each time for formal approval, the committee can make a standing delegation so that the ITF Executive can make exceptions in certain circumstances. This proposal significantly shortens the waiting time for nations.

## **APPENDIX E**

## MINIMUM STANDARDS FOR THE ORGANISATION OF DAVIS CUP TIES

(Mandatory for the World Group and Zone Group Ties with the exception of points 1 and 15 (e) which are mandatory for World Group and recommended for Zone Group Ties.

In addition, for a Nation hosting the Final, please see Appendix F)

These minimum standards are in addition to the requirements relating to the organization of all Ties stipulated elsewhere in these Regulations.

The ITF must be consulted in advance if there is any doubt with regard to compliance with the points mentioned below as non-compliance may result in the relocation of a Tie and/or a fine.

The arrangements for all Ties shall be subject to approval by the Davis Cup Committee. <u>The Davis Cup Committee may delegate some of such approval power to the ITF Executive</u>. If a Nation participating in a Tie disputes a decision made by the ITF Executive in relation to the arrangements for that Tie, it may request that the decision be reviewed by the Davis Cup Committee.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the above proposal.

## THE DAVIS CUP REGULATIONS

## Fixed Venue Final Two proposals to amend for 2018

The proposed changes are those required to give effect to a Fixed Venue Final (FVF). The general methodology used has been to widen Appendix F, moving all FVF-only specific items here, whilst maintaining a link to the main body of the Regulations where necessary.

## Key:

Blue underlined – The motion is to add these words.

Stricken through\_ (in any colour) - The motion is to delete the words stricken through.

Highlighted in yellow - Those changes that need to be made in order to give effect to the FVF. Highlighted in blue - During the drafting process, some further changes were identified by our external lawyers or our in-house counsel.

Highlighted in green – Some additional minor miscellaneous amends.

While the blue and green highlighted changes do not specifically relate to the FVF, it was logical to make the changes in the body of this document.

## **Report from Board of Directors**

The Board of Directors agrees with the Davis Cup Committee and **recommends acceptance** of the proposal.

#### I. THE COMPETITION

#### 1. TITLE

The Competition, the ITF Team Championship for men, shall be called the Davis Cup.

#### 2. OWNERSHIP

The Competition shall be owned and managed by the International Tennis Federation, hereinafter referred to as the "ITF".

#### 3. NATIONS ELIGIBLE

- (a) The Competition shall be open only to <u>National Tennis Associations that are Class B Members of the ITF.</u>
- (b) Every country or territory that is represented by class B members entitled to take partEach such National Tennis Association participating in the Competition isshall hereinafter be referred to as a ""Nation" or "National Association", and the Nation heldingthat last won the Championship is hereinafter referred to as the "Champion Nation".
- (c) Notices issued in connection with the Competition shall be sent to the National—Tennis Associations of the competing Nations.

Note 1: The Board of Directors agreed that 'Pacific Oceania' be granted an extended dispensation from Regulation 3 to participate in the Davis Cup Competition in 2016 and henceforth to include players from Associate Member Islands and to exclude players from Australia and New Zealand until such time as an individual Nation was considered by the Davis Cup Committee to have the ability to compete in its own right, when the future participation of Pacific Oceania would be reviewed.

Note 2: The Board of Directors agreed that the Organisation of Eastern Caribbean States

Note 2: The Board of Directors agreed that the Organisation of Eastern Caribbean States (OECS) be granted dispensation from Regulation 3 to participate in the Davis Cup Competition in 2016 and henceforth until such time as an individual Nation was considered by the Davis Cup Committee to have the ability to compete in its own right, when the future participation of OECS would be reviewed.

## 4. ENTRIES

- (a) The closing date for eligible Nations to enter the Competition shall be no later than 1st July in the preceding year.
- (b) The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of at least three-quarters of those present and voting. Where in any year the Annual General Meeting takes place before the close of entries on 1<sup>st</sup> July or after the Draw for the next year's Competition, the powers conferred on an Annual General Meeting in relation to the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of at least two-thirds of those present and voting.
- (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the Draw, its place shall be taken by another Nation, to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the Nations that lost in the World Group Play-off Ties.

If a Nation which is eligible to take part in the Zone Group I Competition does not enter or withdraws prior to the draw, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group II of its Zone.

If a Nation which is eligible to take part in the Zone Group II Competition does not enter or withdraws prior to the Draw, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee and any Nation not entering shall play, when next it enters, in Group IV of its Zone.

(d) If, before the Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations that lost in the World Group Play-off Ties.

If, before the Draw is to take place, a Nation which is eligible to take part in the Zone Group I Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country and territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group II of its Zone.

If, before the Draw is to take place, a Nation which is eligible to take part in the Zone Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country and territory, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee. Any newly created Nation, not selected as a replacement, shall play in Group IV of its Zone.

(e) Notwithstanding any other provision of these Regulations, the ITF has the absolute right to refuse to accept a Nation's nomination of any individual to participate as a Team Member in the Competition. The ITF may exercise that right as it sees fit, with or without providing reasons.

## 5. RULES AND REGULATIONS

- (a) The Competition shall take place in accordance with these Regulations Davis Cup Regulations, including the attached appendices, which include the Davis Cup Code of Conduct at Appendix B (together, the "Regulations"), the Constitution of ITF Ltd, the Rules of Tennis, and the Davis Cup Code of Conduct hereinafter set forth in Appendix B and the Davis Cup Commercial and Operational Guidelines Manual and Commercial Letter (see Regulation 63), (collectively, the "Rules and Regulations"), and the Tennis Anti-Doping Programme and Tennis Anti-Corruption Program (see Regulations 7 and 8).
- (b) In submitting an entry and/or participating in the Competition, a Nation and its team members, including the Captain, undertake to abide by and fulfil all their obligations under these Rules and Regulations and the Davis Cup Code of Conduct. Any Nation and its team members, including the Captain, failing to honour this undertaking shall be subject to penalties given each of its "Team Members" (including, without limitation, its players, extra players, Captain, coaches, trainers and other player support personnel and team members nominated to participate in, or otherwise attending or participating in the Competition), agrees to be bound by and to comply with the Rules and Regulations. Any Nation or other entity (including any of its officers, directors, employees, representatives, consultants, agents and volunteers) responsible for hosting a Tie (including the Final) agrees to be bound by and to comply with the Rules and Regulations. Each Nation and each of its Team Members and any host of a Tie (including the Final) who breaches any of its/his obligation(s) under the Rules and Regulations shall be subject to the applicable penalties set out in thesethe Rules and Regulations or the Davis Cup Code of Conduct respectively.
- (c) InSubject to Regulation 5(d), below, in submitting an entry, a Nation, its Officers, Directors, Employees, Representatives and its team members agreeand each of its officers, directors, employees, representatives and its Team Members agrees, as a condition of entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present erand future claims

Commented [HM1]: This was identified in late 2017 as a gap in all ITF regulations. Most sporting bodies have a general power to refuse entry. It provides a "catch-all" in the event that something occurs which is not covered by any other Regulations but where the ITF wants to refuse entry for a particular reason.

Commented [HM2]: These changes are to improve the regulatory link that the ITF has over participants and Nations, i.e. that by participating in the competition all Team Members, Nations, or host of the Final, agree to be bound by the Rules and Regulations. This draws on wording that was already included in the Code of Conduct. In addition, a definition for Team Member has been included that is then used throughout the Regulations where appropriate.

- and injuries, if any, sustained in travelling to <a href="mailto:and/or participating">and/or participating in the competition\_Competition</a>, against <a href="mailto:aach of the ITF">each of the ITF</a>—and <a href="mailto:the-nation/the-nation/the-nation/the-nation/">the ITF</a>—and <a href="mailto:the-nation/the-nation-nation-the-nation-nation-the-nation-th
- (d) Nothing in these Regulations excludes or limits the liability of the ITF, Home/Host Nation, Final Host or Sponsors of the Competition (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.
- Insurance The National Association shall ensure that appropriate travel, medical, and personal accident, including repatriation insurance is in place for their players and player support team members Team Members while travelling to and from and whilst training and participating in Davis Cupthe Competition and shall bear the cost of such insurance.
- (ef) Each player or captain nominated to participate in the competition grants and assigns to the ITF the right in perpetuity to make, use and show from time to time and at its discretion, motion pictures, still pictures and live, taped or filmed television, games based imagery and other reproductions of him in connection with the promotion of the competition without compensation for himself, his heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix J and/or as otherwise agreed by separate agreement.

## 6. TROPHIES THE TROPHY

The Trophy presented by Mr. Dwight F. Davis in 1900 shall be awarded to and retained each year by the winner of the World Group and shall remain the property of the ITF.

After the Final, it is the responsibility of the Champion Nation to arrange for the shipment of the Davis Cup Trophy:

- (a) back to its country or territory (if away from home), clear the Trophy through customs and to pay any costs incurred; and
- (b) to the ITF the following year, clearing the Trophy through customs and paying any costs incurred.

#### 7. ANTI-DOPING

- (a) The Tennis Anti-Doping Programme (the <u>"TADP"</u>) applies to the <u>Davis Cup</u>, and <u>allCompetition</u>. All players who <u>are entered or who participate</u> in the <u>Davis CupCompetition</u> and <u>allany</u> of their <u>"player support personnel"</u> <u>Player Support Personnel</u> (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. The TADP may be downloaded at <u>www.itftennis.com</u>.
- (b) Anti-doping tests may be conducted during the Competition in accordance with the TADP.
- (c) If any player's results in the <a href="Davis CupCompetition">Davis CupCompetition</a> are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the <a href="Davis CupCompetition">Davis CupCompetition</a>, except that any wins in <a href="the-case-of">the-case-of</a> the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation that originally lost the Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where player's results in a Tie other than the Final are disqualified pursuant to the TADP, his Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for each singles match that he played in the Tie and 10% of that PILA component for each doubles match that he played in the Tie.
- (e)The player whose results in the Davis Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Davis Cup Code of Conduct.
- (f) All financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.

Commented [HM3]: The changes in (c) and (d) are to make the exclusion of liability comply with English law, which does not permit anyone to waive liability for death or personal injuries caused by negligence, or for fraud. It also ensures that the exclusion doesn't overstep any other applicable law that may restrict what the ITF can exclude its liability for.

#### 8. ANTI-CORRUPTION

The Tennis Anti-Corruption Program applies to the Davis Cup, and any player or Competition.

Any player who is entered or who participates in the Competition and any other Covered Person (as defined in the Tennis Anti-Corruption Program) who enters or participates in the Davis Cup—shall be deemed to have agreed to be bound by and to comply with all of its provisions. The Anti-Corruption Program may be downloaded at www.tennisintegrityunit.com.

#### **II. MANAGEMENT**

#### 9. BOARD OF DIRECTORS

(a) Management

The <u>Davis CupCompetition</u> shall be managed by the Board of Directors of the ITF which may intervene in the organisation of any Tie to protect the best interests of the Competition.

(b) Duties

The duties of the Board of Directors shall be:

- (i) Where an entry has been accepted, to refuse the further participation of such Nation in the Competition, if in its opinion the participation of that Nation may result in any aspect of the Competition being endangered in accordance with Regulation 4(b).
- (ii) To determine that Ties shall not be played on the home courts of a Nation for an agreed period of time if 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 the safety of the participants.
- (iii) To decide disputes arising in connection with all financial matters.
- (iv) To report to the Annual General Meeting on all financial matters.
- To amend the Regulations of the Competition consequent upon decisions taken at an Annual General Meeting.
- (vi) To decide the scale of prize money and distribution of income from advertising based on decisions taken at an Annual General Meeting.
- (vii) To register in the name of the ITF any trade marks in connection with the Competition and to protect such trade marks.
- (viii) Other duties as set out in these Regulations.

At least half of the Directors must be present at a meeting for a decision of the Board to be valid. All decisions shall be based on require the vote of a majority vote of Directors to be passed, unless (1) Regulation 4(b) applies (in which case at least nine Directors must be present and at least two-thirds of Directors present and voting support the resolution); or (2) the Chairman calls for a postal vote (in which case the required majority shall be two-thirds of all the Directors).

## 10. THE DAVIS CUP COMMITTEE

The Board of Directors shall appoint every two years a Davis Cup Committee, consisting of a Chairman, (who must be a member of the Board of Directors), and up to seven further members. Each of them must be from a different Nation, which Nation must have played in the  $\frac{\text{Davis CupCompetition}}{\text{Davis CupCompetition}}$  in at least ten separate years. For these purposes the President of the ITF shall be deemed not to come from any Nation.

- (a) The duties and powers of the Davis Cup Committee shall be:
  - (i) To manage the World Group and the Zonal Competitions.
  - (ii) To administer the funds of the Competition within the financial framework of the ITF.
  - (iii) To use the funds of the ITF for any necessary expenditure in the general interests of the Competition.
  - (iv) To report to the Board of Directors on all financial matters.
  - (v) To request further details of the income and expenditure set out in a statement of
- (b) The Davis Cup Committee shall submit regular reports to the Board of Directors.

#### 11. THE DAVIS CUP EXECUTIVE DIRECTOR

- (a) The Executive Director shall implement and enforce the decisions of the Board of Directors, the Davis Cup Committee, the ITF Internal Adjudication Panel-and Independent Tribunal and the CAS relating to the Davis Cup Competition.
- (b) The Executive Director shall co-ordinate the arrangements for the Competition.
- (c) For the purposes of correspondence and the issue of notices required by these Regulations, the Executive Director shall be the representative of the Board of Directors.

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

#### 12. THE ITF INTERNAL ADJUDICATION PANEL

The ITF Internal Adjudication Panel shall have exclusive jurisdiction, in the first instance, over the following matters:

- (a) Any request for a decision that is entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 34 or under Regulation 38).
- (b) Any dispute or question about the proper interpretation of these Regulations.
- (c) Any allegation by the ITF that a player has committed misconduct under the Davis Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation or any team member or other person or entity bound by theseRegulations has failed to comply with any other-aspect of the Rules or Regulations, except for:
  - (i) An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);
  - (ii) An allegation of violation of the Tennis Anti-Corruption Program (which shall be heard and determined by an Anti-Corruption Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);
  - (iii) An allegation that a player or Related Person (as defined in the Davis Cup Code of Conduct) has committed a Major Offence under the Davis Cup Code of Conduct (which shall be heard and determined by the Independent Tribunal, in accordance with Regulation 16); or
  - (iv)An allegation that a player has committed an offence under the Davis Cup Code of Conduct that is not a player Major Offence or misconduct or a breach of the Welfare Policy (which allegation shall be resolved by the Referee of the Tie in question)
- (e) Any other dispute arising out of or relating in any way to these Regulations.

Decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, subject only to the Rights of Appeal set out in Regulation 15.

## 13. PROCEDURES BEFORE THE ITF INTERNAL ADJUDICATION PANEL

- (a) Matters referred to the ITF Internal Adjudication Panel will be governed by the ITF Internal Adjudication Panel Procedural Rules. Where the ITF Internal Adjudication Panel upholds an allegation of breach of the Rules and Regulations, it will determine the sanctions for such breach in accordance with the sanctions provisions of the ITF Internal Adjudication Panel Procedural Rules, unless thesethe Rules and Regulations specify the sanctions for such breach (whether in Regulation 14 or elsewhere in these Rules and Regulations), in which case the ITF Internal Adjudication Panel will apply such specific sanctions.
- (b) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

#### 14. SPECIFIC SANCTIONS FOR BREACH

- (a) If a Nation withdraws from the Competition, after the Draw has been made, that Nation will not be eligible to take part in the <a href="Davis CupCompetition">Davis CupCompetition</a> in the following year, unless otherwise decided by the ITF Internal Adjudication Panel. In addition, and/or in the alternative, the ITF Internal Adjudication Panel may fine the withdrawing Nation.
- (b) If after the ITF has approved the arrangements made for playing a Tie, a Nation fails to send a team to compete in such Tie, that Nation shall be deemed to have defaulted. It shall be liable for all reasonable expenses including General Travelling Expenses incurred by the ITF, and/or the other Nation or Nations concerned in the Tie up to the date when notice of default was received by the ITF. In addition, the ITF Internal Adjudication Panel may impose a fine on the defaulting Nation. Any claim for the expenses under this paragraph must be made within two months of the date fixed for the conclusion of the Tie. The defaulting Nation shall be allowed one month from the date of the notification to pay all claims and expenses and fines and shall not be eligible to enter the Competition until such sums payable have been paid in full.
- (c) If a Nation fails to carry out the sponsorship requirements contained in Section XI of these Regulations (Sponsorship and Ownership of Rights) without the consent of the ITF, the ITE Internal Adjudication Panel may:
  - (i) Impose a fine on that Nation; and/or;
  - (ii) Rule that Nation ineligible to receive payments set out in Regulation 55 (a) and (b) and/or:
  - (iii) Order forfeiture of that Nation's forfeiting Choice of Ground on the first occasion on which it is entitled to such choice in the following Competition; and/or;
  - (iv) Disqualify that Nation from one or more future Competitions.
- (d) A Nation that fails to pay a fine within three months shall not be allowed to participate in the competition until the fine is paid in full, unless otherwise decided by the ITF Internal Adjudication Panel.
- (e) Where a Nation fails to submit the required Statement of Accounts by the due date, the ITF Internal Adjudication Panel shall 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 Competitions until its liabilities under this Regulation have been fully discharged.
- (f) Where a Nation fails to make any payment due under these Regulations, either to the ÎTF or to another Nation, the ITF Internal Adjudication Panel shall 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 Competition until its liabilities under this Regulation have been fully discharged.
  - A creditor Nation must file a claim with the ITF Internal Adjudication Panel within four calendar months of the conclusion of the Tie concerned giving particulars of the amounts due to it in respect of General Travelling Expenses, subsistence and details of the Gross Receipts (if known).
- (g) For all other breaches of the Rules and Regulations, the ITF Internal Adjudication Panel shall impose such consequences as it sees fit in all the circumstances of the case, such as:
  - a. (i)-Disqualification from the Competition for the year in which such failure occurred; and/or
  - b. (ii) Disqualification from the competition for future year(s); and/or
  - c. (iii) A fine; and/or
  - d. (iv)-Withholding all or part of the payments to that Nation set out in Regulation 55 (a) and (b)(h) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

#### 15. APPEALAPPEALS FROM DECISIONS OF THE ITF INTERNAL ADJUDICATION PANEL

(a) Decisions of the ITF Internal Adjudication Panel under thesethe Rules and Regulations, and decisions by a Referee sanctioning a player for an offence under the Davis Cup Code of Conduct, may only be challenged by way of appeal to the Independent Tribunal, which

appeal may only be brought by one of the following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:

- (i) The Nation that is the subject of the decision being appealed;
- (ii) The Team Member who is the subject of the decision being appealed;
- (iii) The Nation of the team member Team Member who is the subject of the decision being appealed;
- (iv) Any Nation that is directly affected by the decision being appealed; and /or
- (v) The ITF.
- (b) Appeal proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. The Independent Tribunal will have the power to hear the appeal de novo and will have all of the sanctioning powers that the ITF Internal Adjudication Panel or Referee (as applicable) would have in relation to the facts as found by the Independent Tribunal.
- (c) Proceedings before the Independent Tribunal will be governed by English Law, and the Independent Tribunal will operate as an Arbitral Tribunal arbitral tribunal within the meaning of the Arbitration Act 1996.
- (d) Decisions of the Independent Tribunal resolving appeals from the decisions of the ITF Internal Adjudication Panel or of a Referee shall be final and binding on all parties, and may not be appealed or challenged in any forum, save in the English Courte High court on the limited grounds set out in the Arbitration Act 1996.

#### 16. PLAYER MAJOR OFFENCES

- (a) Any allegation by the ITF that a player or a Related Person has committed a Major Offence under the Davis Cup Code of Conduct shall be referred to and determined by the Independent Tribunal, sitting as a first instance arbitral panel. Proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. If the allegation is upheld, the Independent Tribunal will have the power to impose the sanctions specified in the Davis Cup Code of Conduct.
- (b) The ITF, the player and/or the player Related Person may appeal the Independent Tribunal's decision to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Lawlaw.

#### IV. DIVISION OF COMPETITION

## 17. THE WORLD GROUP

(a) Participation

The leading 16 Nations shall participate in the World Group. They shall be selected as follows:

The eight Nations who won their first round Tie in the previous year's World Group and the eight winners of the previous year's World Group Play-off Ties.

(b)Seeds

- (i) Eight Nations shall be seeded. Seeds 1 and 2 shall be the Finalists of the year immediately prior to the year for which the seeds are being selected and seeds 3-8 shall be in accordance with the most recent Davis Cup Nations Ranking.
- (ii) Seeds shall be placed or drawn, as follows: Seeds 1 and 2 shall be placed in positions 1 and 16 respectively. Seeds 3 and 4 shall be drawn first into position 5 and then position 12. Seeds 5 and 6 shall be drawn first into position 7 and then position 10. Seeds 7 and 8 shall be drawn first into position 3 and then position 14.
- (c) If two Nations have met each other in two successive years in the first round, in the third year they will be drawn in different halves of the draw.

## 18. THE WORLD GROUP PLAY-OFF

(a) Participation

There will be World Group Play-off Ties comprised of the losing Nations from the first round in the World Group and the Nations promoted from the Groups I of the Americas Zone, the Asia/Oceania Zone and the Europe/Africa Zone.

(b) Draw and seeds

A Draw will be made by the Davis Cup Committee no later than one week after the completion of the Zonal Groups I. Eight Nations shall be seeded. Their selection shall be made by the Davis Cup Committee in accordance with most recent Davis Cup Nations Ranking.

Seeds shall be placed as follows:

Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7; seed 5 on line 9; seed 6 on line 11; seed 7 on line 13; seed 8 on line 15

(c) If two Nations have met each other in two successive years in the World Group Play-off Ties, in the third year they will be drawn in different sections of the draw.

Note: All other references to the World Group in these Regulations include the World Group Play-off Ties

#### 19. THE ZONAL COMPETITIONS - PARTICIPATION

Nations not qualified to compete in the World Group shall play in the Zonal Competitions as follows:

(a) Americas Zone

Nations situated in the continent of America.

(b) Asia/Oceania Zone

Nations situated in the continent of Asia/Oceania.

(c) Europe/Africa Zone

European Nations whose principal territory is within the confines of Europe and in addition the Nations situated in the continent of Africa.

A total of 24 Nations shall compete in the Group I Zonal Competition, 32 Nations shall compete in the Group II Zonal Competition and remaining Nations shall compete in the Group III and IV Zonal Competition.

If there is one Nation only in a Zonal Competition, that Nation shall be declared the winner of that Zonal Competition.

Nations included in the above Zones are hereinafter referred to as Zonal competitors.

## 20. AMERICAS AND ASIA/OCEANIA ZONES GROUP I

(a) Participation

The strongest Nations in the Americas Zone and the strongest Nations in the Asia/Oceania Zone shall each play in Group I of their area. They shall be selected as follows:

- Those Nations from the Zone who were defeated in the World Group Play-off Ties
  of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Zone the previous year.

(b) Seeds

- (i) Two Nations shall be seeded, unless there are eight or more Nations in the Group, in which case four shall be seeded.
- (ii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
- (iii) The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed at the top and at the bottom of the Draw respectively. If four Nations are seeded, Seeds 3 and 4 shall be drawn first into the top of the second quarter and then into the bottom of the third quarter.

(c) Byes

If there are Byes they shall be given to the seeded Nations in descending order.

If the number of Byes exceeds the number of seeds, the remaining Byes shall be evenly placed in different sections of the draw.

(d) Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn into different halves of the draw.

(e) Promotion

The two winners in the last round in each Group will be promoted to the World Group Playoff Ties (see Regulation 18).

(f) Relegation

In each Group there shall be a Play-off Round in the order of the original Draw between the Nations who lose their first Tie (including Nations that have a First Round bye and lose their first Tie). The losers of this Play-off Round shall play in a second Play-off Round and the loser of this second Play-off Round shall be relegated to Group II of the respective Zones. (Depending on number of Nations, a third Play-off Round might be needed).

#### 21. EUROPE/AFRICA ZONE GROUP I

(a) Participation

The strongest Nations in the Europe/Africa Zone shall play in Group I. They shall be selected as follows:

- Those Nations from the Zone who were defeated in the World Group Play-off Ties
  of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Europe/Africa Zone in the previous year.

(b) Seeds

- (i) Four Nations shall be seeded.
- (iii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
- (iii) The seeds shall be drawn and placed as follows: Seeds 1 and 2 shall be placed at the top and at the bottom of the Draw respectively. Seeds 3 and 4 shall be drawn first into the top of the second quarter and then into the bottom of the third quarter.

(c) Byes

If there are Byes they shall be given to the seeded Nations in descending order. If the number of Byes exceeds the number of seeds the remaining Byes shall be evenly placed in different sections of the draw.

(d) Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves of the draw.

(e) Promotion

The four winners in the last round of the Group will be promoted to the World Group Playoff Ties (see Regulation 18).

(f) Relegation

There shall be a Play-off round in the order of the original draw between the Nations who lose their first Tie (including Nations that have a First Round Bye and lose their first Tie). The losers of this Play-off Round shall play in a second Play-off Round. The two losers of this Play-off Round shall be relegated to Group II of the Zone. (Depending on number of Nations, a third Play-off Round might be needed).

## 22. AMERICAS AND ASIA/OCEANIA ZONES GROUP II

(a) Participation

Eight Nations in the Americas Zone and eight Nations in the Asia/Oceania Zone shall each play in Group II of their area. They shall be selected as follows:

- (i) The Nation who was relegated from Group I of the area the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and

(iii) The two Nations with the best record from Group III the previous year.

### (b) Seeds

Four Nations shall be seeded. The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.

The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

#### (c) Draw

If two Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves of the draw.

#### (d) Promotion

The winner of the Groups shall be promoted and play in Group I of their Zone in the following year.

## (e) Relegation

There shall be two Play-off Ties in each Group for the four Nations losing in the First Round, the Nations playing each other in the order of the original draw.

The two losers of these Play-off Ties shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

#### 23. EUROPE/AFRICA ZONE GROUP II

## (a) Participation

Sixteen Nations in the Europe/Africa Zone shall play in Group II, selected as follows:

- (i) The two Nations relegated from Group I the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and
- (iii) The four Nations with the best record from Group III the previous year.

#### (b) Seeds

Eight Nations shall be seeded. The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed in positions 1 and 16 respectively. Seeds 3 and 4 shall be drawn first into position 5 and then position 12. Seeds 5 and 6 shall be drawn first into position 7 and then position 10. Seeds 7 and 8 shall be drawn first into position 3 and then position 14. The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

## (c) Draw

If two Nations have been drawn to meet each other in two successive years in the First Round, in the third year they shall be drawn in different halves of the draw.

If there are two or more nations from the continent of Africa in the Europe/Africa Zone Group II, these nations shall be evenly placed in different halves/sections of the draw.

## (d) Promotion

The two winners in the third round shall be promoted and play in the Europe/Africa Zone Group I in the following year.

## (e) Relegation

There shall be four Play-off Ties for the eight First Round losers in the Group, the Nations playing each other in the order of the original draw. The four losers of these Play-off Ties shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

#### 24. ZONAL COMPETITIONS GROUP III AND GROUP IV

Nations not qualified to compete in the World Group nor in the Zonal Competitions Group I or II shall play in the Zonal Competition Group III and Group IV of their Zone in accordance with the Special Regulations set out in Appendix A.

## V. ARRANGEMENTS FOR THE COMPETITION

#### 25. THE DRAW

- (a) The Draw for the World Group and Zonal Competitions Groups I and II, at which each challenging Nation may be represented, shall be made by the Davis Cup Committee, not later than the second week of October.
  - Choice of Ground for all these Ties shall be determined at the same time (see Regulation 27).
- (b) The complete Draw shall be sent within seven days to all Nations included in that Draw.

#### **26. DATES FOR ROUNDS**

- (a) All Ties will be played during the calendar year of the Competition.
  - The Davis Cup Committee shall decide dates for all Ties.
  - There will be an interval of at least twelve days between the dates fixed for the beginning of Ties in a Zone, unless the two Nations and the Davis Cup Committee agree otherwise. The Final must be completed by 31st December.
- (b) Prior to the start of the Competition, the Davis Cup Committee shall inform the competing Nations of the dates on which the Ties have to be played.

#### 27. CHOICE OF GROUND

- (a) Choice of Ground shall be determined in the following sequence:
  - (i) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. Any meeting of two Nations in a Final in the 2018 Competition or later will not be considered for the purposes of determining Choice of Ground. If this is not applicable, then:
  - (ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Davis Cup Committee selectselects a Neutral Ground (e.ii.a), in which case the Davis Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within theirits own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Davis Cup Committee gives their approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.
  - (i) A Nation with the Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - (ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.
  - In both these cases the Nation with Choice of Ground is considered to have exercised such choice.
- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Davis Cup Committee, it is not possible or practical for the Visiting Nation to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - (i) the Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Davis Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than five (5) working days after receipt of any such Committee decision. The Nation with Choice of Ground

shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court

In this case the Nation with Choice of Ground is considered to have exercised such choice.

- (ii) If it does not exercise this choice the Davis Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
  - (a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
    - 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.
  - (b) If the Committee's decision is to play in the country or territory of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- (iii) In exceptional circumstances the committee Davis Cup Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

#### 28. MINIMUM STANDARDS FOR THE ORGANISATION OF TIES

The Home Nation must ensure that the organisation of a Tie meets with the minimum standards outlined in Appendix E.

## 29. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be submitted to the ITF for approval as follows:

## **World Group Ties**

- No later than 80 days before the First Round
- No later than 15 days after the completion of the First Round
- No later than 20 days after the completion of the Quarterfinals

No later than 7 days after the completion of the Semifinals

#### World Group Play-off Ties

- No later than 20 days after the Draw

## Zonal Group I and II Ties

- No later than 60 days before the First Round or Second Round if both nations have a Bye to the Second Round.
- No later than 10 days after the completion of the previous round.

#### **Zonal Play-off Ties**

- No later than 10 days after the completion of the First Round.

Announcements related to the Questionnaire can only be made after the Questionnaire has been approved by the ITF.

Any proposed change in venue, surface, times of play, balls and other matters in the approved Questionnaire can only be made with the agreement of the ITF.

The proposed starting times may be varied by the ITF in order to accommodate any international television or other agreements, provided that the ITF will first consult with the Home Nation and give full consideration to factors important to the success of the Tie within the Home Nation.

#### Venue planning for potential future World Group Ties

Each Nation must, if it has the possibility of hosting a Davis Cup Quarterfinal, Semifinal and/or Final, Semi-final inform the ITF of all potential venues (city and stadium) in accordance with the following time schedule:

- 15 days before the First Round in the case of the Quarterfinals
- 15 days before the Quarterfinals in the case of the SemifinalsSemi-finals
  - By July 1 in case of the Davis Cup Final. If the Quarterfinal is held after July 1, the information is required no later than 15 days after the completion of the Quarterfinal

The ITF may in its discretion approve additional venues submitted for valid reasons after the initial submission.

All potential venues must meet the minimum standards as set out in <u>Appendix</u> E. The ITF may disapprove any proposed venue if such venue does not meet these requirements.

The Home Nation must ensure that during the period of the Davis Cup Tie no other tennis event is taking place at the venue selected for the Tie.

#### Arrangements for visas

The Home Nation must give every assistance to officials and members of visiting teams, and ensure that visas are not withheld. Provided that the Visiting Nation has carried out the requirements to obtain the visas, the Home Nation must grant visas to a minimum of fifteen people and these must be approved fourteen days before commencement of the Tie. It is the responsibility of the Home Nation to advise the Visiting Nation of any requirements for visa applications when notifying them of arrangements for the Tie. Any dispute shall be settled by the Davis Cup Committee.

Note: General arrangements for the Zonal Group III and IV Competition are included in Appendix A.

#### 30. ARRANGEMENTS FOR THE DAVIS CUP FINAL

See Appendix F for arrangements for the Davis Cup Final. These Regulations apply in full to the Final save where specified otherwise by the ITF, including (without limitation) in Appendix F (Arrangements for the Davis Cup Final), the Hosting Agreement, and/or other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final. Where there is a conflict between Appendix F (or any other document specific to the Final) and the text of these Regulations in respect of the Final, the former shall prevail. Where there is a conflict between Appendix F and any other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final that are adopted after the date that Appendix F comes into effect, the other rules etc shall prevail over Appendix F.

## 31. OFFICIAL ORGANISER AND SECURITY OFFICER

Within 10 (ten) days of the Draw or the completion of the previous round the Home Nation must inform the ITF of the appointment of an English speaking official to organise each Tie (the "Official Organiser") and the appointment of a suitably qualified security officer (the "Security Officer"). The Official Organiser must at all times during a Tie assume full responsibility for the following:

- (i) The organisation and administration of the venue where the Tie is to be played;
- (ii) Ensuring that the instructions of the Referee are carried out, and that for all Ties in the World Group and Zone Group I competition an internationally certified Chief Umpire be appointed to assist and liaise with the Referee in accordance with Regulation 42 (f);
- (iii) The appointment of an Independent Doctor for all Ties;
- (iv) Liaising with the Title Sponsor and International Sponsors in order to ensure that all commercial matters required by these Regulations are properly dealt with.
- (v) Liaising with the Security Officer in relation to the performance of the security arrangements for the Tie.

The Security Officer must at all times during a Tie assume full responsibility for the following:

- The formulation, administration and implementation of the security plan for the Tie and all events and sites associated with the Tie;
- (ii) Fulfilment of the obligations concerning security set out at Appendix E as may be amended from time to time;
- (iii) Compliance by the Home Nation with all local laws, regulations and guidelines concerning the health, safety, security and welfare of all who participate in or attend for the purpose of the Tie; and
- (iv) Liaising with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of a sporting event attended by spectators in the location of the Tie.

Note: It is understood that the officials appointed by the Home Nation under this Regulation may delegate some of their duties to other persons involved in the organisation of the event. However, any such delegation must be advised to the ITF.

## 32. ARRANGEMENTS FOR PRESS AND MEDIA

The Home Nation shall make suitable arrangements for Press and Media as outlined in the operations manual Operations Manual.

#### 33. TICKETS FOR VISITING NATIONS

See Appendix G-for tickets for the Visiting Nation.

#### VI. ELIGIBILITY OF PLAYERS AND CAPTAINS

#### 34. ELIGIBILITY TO REPRESENT A NATION

- 34.1 Any tennis player who is in good standing with his National Association in accordance with Appendix D shall be qualified to represent that <a href="mailto:nation">nation</a> as a player or captain if:
  - (a) He has not previously represented any other Nation in Davis Cup (excluding the Competition (other than Junior Davis Cup) or the Olympic Tennis Event; and
  - (b) (i) Is a citizen of that nation and has held a current valid passport of that nation for a minimum of two years (24 months)-er;
    - (ii) Is a citizen of that nation, but in circumstances where that nation does not issue its own passport has held a qualifying passport issued by or on behalf of that nation for a period of two years (24 months) which confirms the player's place of birth as that nation; or;
    - (iii) 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 application to hold a current valid passport where:
    - (a) he was born, or has a parent or grandparent born in that nation; or,
    - (b) he has obtained or procured the right to remain permanently or has been granted humanitarian protection in that nation.
- 34.2 If a player is qualified under 34.1 above to represent more than one nation and the National Association of one of those nations wishes to nominate him to represent it, that National Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.
  - The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters.
- 34.3 A player who has represented, or has been eligible to represent a Nation and such a Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those nations Nations.

- 34.4 A player who has represented, or has been eligible to represent a <a href="matienNation">nationNation</a> and such nation is absorbed in whole or in part by another <a href="matienNation">nationNation</a>, shall immediately be eligible to represent such other <a href="matienNation">nationNation</a>.
- 34.5 A player shall be deemed to have represented a nationNation in Davis Cupthe Competition if he shall have been nominated at the time of the Draw.
- 34.6 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation, on the basis that the full circumstances warrant an exception being made.
- 34.7 The ITF Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

#### **VII. TEAM NOMINATIONS AND CONDUCT OF TIES**

#### **35. TEAM NOMINATIONS**

- (a) Each competing Nation must no less than 10 days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Davis Cup Executive Director without specifying which players shall play in singles and doubles:
  - A team of a minimum of three and a maximum of four which must include the nomination of a playing Captain; or
  - A team of a minimum of four and a maximum of five which must-include the nomination of a non-playing Captain

Two of the nominated players may be changed up to one hour before the Draw.

Any of the above nominations may be changed up to 10 days before the Tie.

Only players nominated in accordance with the above shall be selected to play in the singles and doubles matches of that Tie.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Tie.

Different players and/or Captains may be nominated by a Nation for each Tie.

If the Captain is unable to fulfil his duties on court, he may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw must take place on the day preceding the Tie and at least 24 hours before the commencement of play, unless otherwise <a href="mailto:agreedspecified">agreedspecified</a> by the ITF, at its discretion. Notification must be given to the Referee and to the opposing Captain.

- (b) Players who have not reached their fourteenth birthday on the date fixed for the commencement of the Tie are not eligible to be nominated.
- (c)(i) Before commencement of the Draw each Captain must give to the Referee the names of his two singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. Protected rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. After the Draw has been made, no variation may be made in the composition of the
  - After the Draw has been made, no variation may be made in the composition of the singles team for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for Team disciplinary reasons or who in the Referee's opinion, is incapacitated by illness, injury or other unavoidable hindrance. Any substitute sanctioned by the Referee as a result of the withdrawal of a player for Team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.
  - (ii) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
    - Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.

Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, the Referee must sanction the substitution of that player by another player nominated for the Tie.

- (iii) Any substitute nominated under section (ii) above for the third or fourth singles match must be selected from among the players nominated for the Tie and who has not competed in the first or second singles matches.
- (d) (i) Before commencement of the Draw, each Captain must give to the Referee the names of the doubles team. A player who has withdrawn from the singles team due to illness, accident or other unavoidable hindrance, may be nominated for the doubles match and for the third or fourth singles match under the provisions under (c) (ii) and (iii) above.
  - (ii) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.
  - (iii) If, between the change of nomination deadline and start of play in the doubles match, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, the Referee may sanction the substitution of that player, or both players of the team from among the players nominated for that Tie.
- (e) Before taking a decision as to the fitness of a player, the Referee must request him to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF Medical Certification", unless, in the opinion of the Referee, there is an obvious injury.
- (f) Any notice by a Captain under this Regulation must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- (g) In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

## 36. TIE - HOW DECIDED

- (a) A Tie shall be decided by the combined results of Singles and Doubles, and the side which shall win the majority of matches shall be the winner of the Tie.
- (b) In Singles, each Team shall, subject to 35, consist of two players, who shall play each against each of the opposing team to the best of five five tie-break sets. The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
- (c) In the Doubles, each team shall consist of two players, who shall play against the opposing team to the best of five tie-break sets. Unless otherwise decided by the Referee, the Doubles match must take place between the second and third singles matches. However, prior to making such a decision, the Referee must use best efforts to obtain the approval of the Executive Director.
- (d)-The players shall not be entitled to a rest period after the third set in any match.
- (e) For all Ties in the World Group and Zone Groups I and II:
- With respect to the third day, if the third singles match is at least four sets in duration and decides the outcome of the Tie, the fourth singles match will not be played, unless both teams agree otherwise.
  - If the third singles match decides the outcome of the Tie but is less than four sets in duration, the fourth singles match must be played as scheduled (to the best of three tie-break sets).
- For the Davis Cup Final:
- With respect to the third day, if the third singles match is at least three full sets in duration and decides the outcome of the Tie, the fourth singles match will not be played.

If the third singles match decides the outcome of the Tie but is less than three full sets in duration, the fourth singles match must be played as scheduled (to the best of three tie-broak sets).

All decisions relating to the implementation of this Regulation shall be the responsibility of the Referee and if If the Tie is decided on the second day, the third and fourth singles matches must be played as scheduled to the best of three tie-break sets.

(fe) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the third day, teams are not required to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the third day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude a Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day. If any player's commitment makes it impossible for him to stay longer than two days after the agreed completion date, then the Tie shall be declared postponed by the Referee. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

#### 37. INTERVAL BETWEEN MATCHES

There shall be an interval of 20 minutes between the two singles matches unless otherwise decided by the Referee.

#### 38. SURFACE OF COURTS AND PLAYING CONDITIONS

(a) Surface

The ITF shall determine the surface type of the courts to be used in the Competition. These surfaces shall 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 court surfaces & recognised courts: a guide to products and test methods". A Tie shall 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 ITF. If the Home Nation under normal conditions as determined by the Referee is unable to provide a playable match court at the scheduled starting time, or at any point during the Tie, the Referee shall in his absolute discretion, have the power to call off the match and/or Tie. In such circumstances the Home Nation shall be deemed to have forfeited the match and/or Tie and the Visiting Nation shall be declared the winner of the match and/or Tie. However, prior to making the decision to forfeit a Tie, the Referee must obtain the approval of the Executive Director or his designee. The Referee may also extend the starting time of a match and/or a Tie if, in his opinion, the match court could satisfactorily be made playable within a reasonable time. For all Ties in the World Group and Zonal Group I the court surface must be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the ATP World Tour held in the year previous to the Tie.

The ITF shall bear 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 and/or Tie.

Note 1: For the purpose of this Regulation 'normal conditions' means climate conditions that are acceptable for play but where the match court, due to the fault of the Home Nation and/or court supplier and/or court installer, is unplayable in the opinion of the Referee. Rain or other unavoidable hindrance would not constitute a reason for the Referee to call off a match and/or Tie and award the victory to the Visiting Nation.

Note 2: For the purpose of this Regulation, Tournaments in the ATP World Tour include only those of a certain level (currently ATP 250 and higher).

Note 3: In the event that it is proposed to play a Tie on any court surface laid on a temporary basis, the Home Nation must notify the Visiting Nation and the ITF of such proposal no later than seven days after the date set for the submission of the questionnaire (see Regulation 29). Such notification must include the name of the individual or company

Commented [HM4]: This wording has been included in relation to the FVF, to clarify the ITF has no liability if a decision is made to postpone the final due to an inadequate playing surface. It is worthwhile including it here as well, in relation to all ties. that it is proposed would install the temporary surface and provide sufficient detail as to the proposed surface type, its component and the method of installation and construction. The ITF shall confirm in writing to the Home Nation whether the Tie may be played on the proposed temporary surface and/or whether the proposed installer is authorized to install such surface.

Notwithstanding the provisions of article 15 of the Davis Cup Regulations, where Where the ITF refuses to grant a Home Nation permission to install the proposed temporary surface and/or use a proposed installer, the Home Nation and/or the proposed installer may appeal such decision to the Davis Cup Committee, whose decision shall be communicated to the parties in writing and be final and binding.

Note 4: In case a Tie is to be played on a carpet the Home Nation must inform the visiting team and the ITF about the type of carpet to be used and type of base on which the carpet is to be laid. In no case shall a carpet, synthetic or other, be laid on a temporary basis when a Tie is held out of doors.

## (b) Court Pace Rating (CPR)

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

If on-site testing establishes that the court does not comply with the required Court Pace Rating, the Home Nation shall be subject to one or more of the following penalties as determined by the ITF Internal Adjudication Panel:

- Reduction of Davis Cup Ranking Points;
- Fines:
- Ineligibility for all or part of Regulation 55 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasions when the Nation is entitled to choice:
- Relegation to a lower division of the Competition;
- Disqualification for the current year and/or entry refused for future Competitions.

## (c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 500 lux per square metre (1,200 lux in the case of the World Group and Zone Group I), evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one metre above the playing surface.

In exceptional circumstances when play is on covered courts, this minimum may be reduced provided that the approval of the Davis Cup Committee is obtained. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

## (d) The Court

The lines of a court, other than a grass court, may be marked either with paint or other similar substance, or tapes of linen or other similar material, or metal painted white. Grass courts should be marked with chalk. A court marked for doubles with a doubles net may be used for singles matches, provided that it is properly equipped with singles sticks.

#### (e) Dimensions

For all Ties in the World Group, there must be 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) unless otherwise approved by the ITF. For all Ties in the Zonal Competition, there shall 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) unless otherwise approved by the ITF. Furthermore, for all Ties, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the Line Umpires 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 more than 0.914 metres (3 feet).

(f) Preparation of Court

From the date of arrival of the Referee and for the duration of the Tie nothing must be done to the surface of the court or court surrounds without his/her consent.

(g) Court Covers

The Home Nation must ensure that high quality court covers with the appropriate water drainage adequate for all clay and grass courts are provided in all outdoor Ties in the World Group. Such court covers must be available for use at least 8 days before the commencement of the Tie.

When a Tie is played on a hard court (acrylic type) appropriate equipment /squeezers must be provided at all World Group and Zone Group Ties to remove water from the court.

(h) Minimum height to the ceiling

There must be a space from the court surface to the ceiling of not less than 9 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9 metres clear (or 12 metres in case of the World Group) must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.

(i) Balls

The balls to be used in all Ties/Events in the Competition must be approved by the ITF, in accordance with Rule 3 of the Rules of Tennis.

Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber (with six (6) new balls) of the same brand to be provided at each change. For Zone Groups III and IV the balls must be changed after the first nine (9) and each subsequent eleven (11) games in each rubber (with four (4) new balls) of the same brand to be provided at each change.

Type 2 balls may be used in all Ties/Events held at an altitude of less than 1,219 m above sea level.

Type 1 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as 'slow', and Type 3 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as 'fast'. Such use is subject to advance authorisation by the ITF for World Group and Zone Group I Ties, and must be sought by the Home Nation no later than the date of the questionnaire for the Tie submission deadline.

In all Ties/Events held at an altitude of 1,219 m above sea level, or greater, Nations must use a ball type specified for use at high altitude, as described in Appendix I of the Rules of Tennis.

(j) General conditions for the Tie

The Davis Cup Committee may, at any time, at its discretion intervene if, in its opinion, the conditions for or the circumstances surrounding any Tie, including, but without limitation to, the climate, court surface or local organisation do not or are unlikely to ensure the maintenance at all times of the high ideals of the Competition.

#### 39. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

- The match court must be available for practice at least four days before the Tie is due to start. In addition, one;
- One indoor practice court of exactly the same surface as, and in close proximity to the match court must be freely available to both teams during the four days before the Tie is due to start and during the period of the Tie-;
- The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case, the Visiting Nation shall have priority in the practice schedule—: and

If a hard court 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 teams during the four 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.

#### (b) Outdoors:

- The match court must be available for practice at least four days before the Tie is due to start—: and
- In addition, two Two practice courts of exactly the same surface as, and in close proximity to, the match court, must be freely available to both teams during the eight days before the Tie is due to start and during the period of the Tie.
- (c) In the case of a temporary clay court, a minimum of four days must be allowed from the start date for construction of the court to the first day of practice.
- (d) All courts required for practice under sections (a) and (b) must be ready by no later than 9am on the indicated day and be in a condition suitable for competitive play as determined by the Referee.
- (e) All practice sessions on site during the week of a Tie will remain open. The court area will be restricted to the Teams, Team personnel, ITF Officials and any other person authorized by the Referee.
- (f) Practice on the match court must at all times before and during the period of the Tie be at the discretion of the Referee.

#### **40. COMMENCEMENT AND CESSATION OF PLAY**

- (a) The commencement and cessation of play must be arranged so that it is possible for play to be completed each day under reasonable conditions.
- (b) There must be a minimum of twenty-two (22) hours between the start time of play on the first day and the scheduled start time of play on the second day.
- (c) There must be a minimum of twenty (20) hours between the start time of play on the second day and the scheduled start time of play on the third or final day.
- (d) There must be eight (8) hours of daylight for play outdoors (seven (7) hours for grass) for singles matches and five (5) hours of daylight for doubles matches
- (e) If artificial light will be used or if the Tie is held indoors, the first singles match must start no later than 4.00pm. The doubles match must start no later than 7.00pm.
- (f) The times for cessation of play shall be decided by the Referee.

#### 41. ENTITLEMENT TO REST

Whenever a player is required to play more than one match the same day, any rest period between matches shall be at the discretion of the Referee provided such rest period does not exceed two hours.

#### **VIII. COURT OFFICIALS**

## **42. APPOINTMENT OF OFFICIALS**

- (a) At least 21 days before a Tie, the Davis Cup Committee must appoint the following officials:
  - (i) The Referee and two Neutral Chair Umpires for each Tie in the World Group.
  - (ii) The Referee and one Neutral Chair Umpire for each Tie in Zone Group I.
  - (iii) The Referee for each Tie in Zone Group II.
  - (iv) The Referee and one Neutral Chair Umpire for Zone Group III and Group IV.
- (b) The Officials must be selected from the current list of ITF Certified Officials.
- (c) Neutral Chair Umpires appointed by the ITF for World Group Ties must have an ITF certification of Silver Badge or higher.

Chair Umpires appointed by the Home Nation shall have an ITF certification of Bronze Badge or higher with respect to Ties in the Zone Group I and White Badge or higher with respect to Ties in the Zone Group II. Nations unable to comply with this requirement must contact the ITF for advice and possible assistance. Nominations of local Chair Umpires/Chief Umpires and their certification must be made on the existing Questionnaire and submitted to the ITF for each Tie for approval.

- (d) The National Association of the officials concerned shall be informed of each appointment.
- (e) The Home Nation must ensure that when required a visa is issued to the Referee and to Neutral Chair Umpires.
- (f) The Chief Umpire appointed by the Home Nation must have an ITF certification of silver badge or higher with respect to Ties in the World Group and White Badge or higher with respect to Ties in the Zone Groups I to IV. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie.
- (g) Line Umpires for World Group and Zone Group I Ties must be approved by ITF officiating and as a minimum all Line Umpires must have experience at international level events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie.

The ITF's judgment in (f) and (g) is final and binding.

#### 43. REFEREE - DUTIES

The Referee must:

- (a) Arrive no later than on the Monday of the Davis Cup week, unless otherwise approved the ITF.
- (b) Inspect the match court and practice courts where necessary.
- (c) Call a meeting of the two Captains by no later than the Wednesday so that all three can sign a statement of arrangements to be made for the Tie and the official functions.
- (d) Ensure that all arrangements for the Tie are satisfactory.
- (e) Ensure that the programme of play is arranged in accordance with Regulation 41, and if necessary change the time for commencement of play.
- (f) Ensure that Chair Umpires and Line Umpires have been appointed and at his discretion appoint substitutes for any of them during the course of a match.
- (g) Be entitled to a seat within the court enclosure with a clear view of the court. However, when the Referee is assisted by a Neutral Chair Umpire, the Referee may sit in close proximity to the court.
- (h) Prohibit any persons other than the contesting players, the Captains, the Chair Umpires, Line Umpires and ball boys from entering the enclosure during the course of a match unless he decides otherwise. For this purpose the enclosure shall mean the court as defined by the operations manual Operations Manual.
- (i) Decide any point of law which may arise.
- (j) Decide whether or not a match shall be begun or stopped owing to the state of the courts, the state of the weather, darkness, or other unavoidable hindrance, and, having been postponed or stopped, whether play shall begin or continue.
- (k) During the course of a Tie decide whether or not a match can be transferred indoors and/or to another surface in case of bad weather.
- (I) Impose or instruct a Chair Umpire to enforce the Code of Conduct should any disturbance or interference by spectators or others occur, or should any other activities around the court disturb the players.
- (m)Ensure that all members of the team, including the Captain, comply with the section of the Davis Cup Code of Conduct dealing with dress and equipment, including Team Identification.
- (n) Ensure that when substitutions are sanctioned for reasons of health, a medical certificate from an independent doctor is presented.
- (o) Change the decision of a Line Umpire or Chair Umpire, or order a point to be replayed, when a very clearly incorrect call or decision has been made relating to a Question of Fact. However, the Referee only has this authority when there is a non-neutral Chair Umpire officiating the match and the Referee is sitting on court.

Note: The Referee should always remember that the intention is to give him power to correct very clear mistakes and not to become a second Chair Umpire.

- (p) Immediately on the completion of the Tie, submit a Referee's Report to the ITF for distribution to the two Associations concerned.
- (q) Ensure, in addition to on \_court officials, that only the nominated team as per Regulation 35 shall be present for the presentation and closing ceremony on court.

#### 44. REFEREE - POWERS

- (a) The Referee is the on-site representative of the ITF, and is responsible for ensuring the uniform administration and interpretation of the Davis Cup Regulations, the Rules of Tennis, the operations manual Operations Manual, the Davis Cup Code of Conduct and the ITF duties Duties and procedures Procedures for Officials.
- (b) The Referee shall have the power to give a formal warning to the Captain and, after two warnings, may remove him from the match in course and/or for the following matches of that Tie, in which case he may be replaced only by a member of the nominated team. The Referee may also remove the Captain without a formal warning for a single incident of misconduct.

The Captain shall be allowed to sit on the court beside the chair of his team but he may not move away from that area. Apart from his team, he may talk to the Chair Umpire and to the Referee. He may not talk to any Line Umpire.

- In addition to removal, the Captain is subject to the applicable provisions and penalties of the Davis Cup Code of Conduct.
- (c) The Referee may also make a recommendation to the Davis Cup Committee TF Internal Adjudication Panel that the Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Davis Cup Competitions.
- (d) Prior to or during the course of a Tie, the Referee may, in his discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 38. However prior to calling off the Tie, the Referee must obtain the approval of the Executive Director or his designee.
- (e) All decisions of the Referee are final.

## 45. LANGUAGE FOR CALLING SCORE

The official language for calling the score is English. The Competing Nations and the Referee in each Tie shall mutually agree upon the second language to be used by the Chair Umpire in calling the score, and failing such agreement only the English language must be used.

## IX. FINANCE

## 46. CURRENCY

The official currency of this Competition shall be the US dollar. Financial transactions under these Regulations may be conducted in currencies other than the US dollar where agreed in writing between the two parties involved in the transaction, whether that is two Nations or the ITF and a Nation. 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 shall apply and the date of completion of the Tie in question shall be the relevant date for conversion of amounts from any other currency.

#### **47. GROSS RECEIPTS - ALL TIES**

"Gross Receipts" are all monies received in respect of admissions to the ground, courts and stands, after deduction of any Government and/or municipal taxes, provided, however, that such deductions shall not exceed an amount corresponding to 20 per cent of such receipts if applicable.

All tax and other deductions, and receipts, must be supported by certified vouchers.

**Commented [HM5]:** Now that disciplinary matters are heard by the IAP, decisions on disqualifying captains should also go to the IAP.

## 48. ALLOCATION OF GROSS RECEIPTS - ZONAL COMPETITIONS

In the case of every Tie, the receipts shall be divided in the following order. If there is insufficient money in the Tie account, the balance must be paid by the Home Nation.

(a) 10% of the Gross Receipts must be paid to the ITF.

The following minimum payments are to be made:

(i) Group I

Second Round \$2,500
First Round \$2,000
All other rounds except the first round \$1,000

(ii) Group II

Third Round/ Finals \$1,500
Second Round \$1,000
Play-off/First Round \$ 600

- (b) First-class hotel, meals and transport between the hotel and ground must be provided for the Referee and one Neutral Chair Umpire in Zonal Group I and for the Referee in the Zonal Group II Competition by the Home Nation.
- (c) Any balance remaining shall be retained by the Home Nation.

## 49. ALLOCATION OF GROSS RECEIPTS - WORLD GROUP

In the case of every Tie, the The receipts for each Tie (save for the Final) shall be divided in the following order. If there is insufficient money in the Tie Account, the balance must be paid by the Home Nation.

(a) 10% of the Gross Receipts must be paid to the ITF. The, but (in any event) the following minimum payments are tomust be made by the Home Nation to the ITF:

he Final \$75,000

 The Semifinals - Semi-finals
 \$60,000

 Quarterfinals
 \$20,000

 First round
 \$15,000

 Play-off Ties
 \$7,500

- (b) First-class hotel, meals and transport between the hotel and ground must be provided for the Neutral Referee and Neutral Chair Umpires by the Home Nation.
- (c) Any balance remaining shall be retained by the Home Nation.
- (d) If there is insufficient money in the Tie Account, the balance must be paid by the Home Nation.

## 50. ALLOCATION OF GROSS RECEIPTS - TIES PLAYED ON A NEUTRAL GROUND

In the case of two Nations playing on a Neutral Ground, (pursuant to Regulation 27, above) the staging Nation shall be responsible for the allocation of the gross receipts as follows:

(a) 10% must be paid to the ITF with the following minimum payments: World Group

<del>The Final</del>	<del>*************************************</del>	
The Semi-Finals	\$60,000	
Quarter-Finals	\$20,000	
First Round	\$15,000	
Play-off Ties	\$ 7,500	
Zonal Competition		
Group I		
Second round	\$ 2,500	
First round	\$ 2,000	
All other rounds	\$ 1,000	
Group II		
Third Round/Finals	\$ 1,500	
Second Round	\$ 1,000	
Play-off/First Round	\$ 600	

If 10% of the Gross Receipts is less than the minimum stated, the balance is to be paid by the two Visiting Nations in equal shares.

(b) The staging Nation will retain the balance of the Gross Receipts to cover their expenses of the Tie. If there are insufficient Gross Receipts the balance is to be paid by the two Visiting Nations in equal shares.

#### 51. SUBMISSION OF ACCOUNTS

A statement of account in accordance with Regulations 47, 48, 49 and 50, signed by an official of the Home Nation, must be sent to the ITF within two calendar months after the conclusion of the Tie.

## 52. EXPENSES - OFFICIALS

(a) In all World Group and Zone Group I & II ties, it is the responsibility of the Nation to pay the fees, accommodation and subsistence costs of the Referee and Neutral Chair Umpires.

(b) The ITF shall pay 100 % of the travelling expenses for the Referee and Neutral Chair Umpires.

## 53. GENERAL TRAVELLING EXPENSES

For each Tie that a Nation plays away from home, the ITF will pay an amount in respect of general travelling expenses in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee. For Ties in the World Group, Business Class airfares and for Ties in the Zonal Competition, First Class railway fares and/or Economy Class airfares will be paid when travelling between a <a href="mailto:nation">nation</a> scapital city and the venue for the Tie for a maximum of 5 <a href="mailto:members of players and">members of players and</a> the <a href="mailto:nembers of players and">nembers of players and</a> the <a href="mailto:nembers of players and">nembers of players and</a> the <a href="mailto:nembers of players">nembers of players</a> and the <a href="mailto:nembers">nembers of players</a> and <a href="mailto:nembers"

If any team memberplayer or captain does not commence or conclude histheir journey from his nation their Nation's capital city and the cost of histheir travel is less than the cost of travelling from such capital city, then the ITF will reimburse the Nation with the lesser amount. If any team memberplayer or captain commences histheir journey from somewhere other than his nation their Nation's capital city and the cost of travelling is more than the cost of travelling between such capital city and the venue, the ITF will reimburse the Nation with the lesser amount.

#### 54. ACCOMMODATION/MEALS

(a) It is the responsibility of each Nation to pay its own costs for accommodation and off-site meals irrespective of whether where the Tie is played at home or away.

(b) On-site food and meals for both teams on match days must be provided and paid for by the Home Nation.

## 55. PRIZE MONEY AND PAYMENTS TO COMPETING NATIONS

(a) Prize Money

The contribution from the Title Sponsor and International Sponsors after deduction of the ITF Rights Fee, plus any additional sum the ITF at its discretion contributes, shall be treated as Prize Money and distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.

(b) Distribution of income from advertising and television/licensing

Contributions from the Title Sponsor and International Sponsors and any income from Television and Licensing shall, after deduction of administrative expenses, be distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.

#### X. INCOME AND EXPENSES OF THE COMPETITION

#### 56. INCOME

The following income shall be used to meet any necessary expenditure of the Competition:

- (a) Income from the sale of International sponsorship rights to both Title and International Sponsors.
- (b) Income from merchandising and licensing of the mascot, symbol and/or legends, and income from the sale of international television rights.
- (c) 10% of the Gross Receipts of each Tie (see Regulations 47, 48 and 49), which must be sent to the ITF within two calendar months of the completion of each Tie.
- (d) The entry contribution of US\$1,500 from each competing Nation in the World Group and of US\$ \$1,200 from each Nation competing in the Groups I & II which shall be deducted from that Nation's prize money and payment in lieu of advertising.
- (e) The entry contribution of \$450 from each competing Nation in the Zonal Group III and Group IV Competition.
- (f) Fines imposed on member Nations.
- (g) Income generated from the Final.
- (h) Other items of general income.

#### **57. EXPENSES**

From the income received, the following payments shall be made:

- (a) Prize money and payments in lieu of advertising, distributed to competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.
- (b) General travelling expenses for each away Tie, played by a Nation.
- (c) General travelling expenses of Neutral Officials.
- (d) Other expenses in the general interests of the Competition.

## XI. SPONSORSHIP AND OWNERSHIP OF RIGHTS

#### 58. OWNERSHIP OF RIGHTS

Any and all rights of commercial and other exploitation of the eventCompetition and all intellectual property rights associated therewith are owned by and vested in the ITF.

There shall be a distinction between those the rights and properties which are owned:

(1) by the ITF with respect to the Competition and all Ties therein, including the Final (hereinafter "international rights") and those rights and properties ewned"International Rights"); and

(2) by the National Association with respect to its team whilst participating in any Ties as

the Competition Home Nation (hereinafter "Home Nation rights" Rights").

Home Nation rights may be acquired by any company or other body which conflicts as to sensed product lines advertised within the precincts of the court by that company which equires the combination of international rights (i), (ii), (iii) below (hereinafter the "Title pensor") or by those companies or other bodies (of which there shall be no more than six in ny Competition year) who acquire the combination of international rights (ii), (iii) specified

- (a) All international rights International Rights shall be vested in the ITF. These rights include but are not limited to:
  - The title. (i)
  - (ii) The use of any mascot, symbol, legend or device associated with the Competition.
  - (iii) Advertisements within the court area and stadium at World and Zone Group Ties in accordance with the split of rights agreed by the ITF, Nations and Board of Directors

(as shown on the current Davis Cup court layout). The ITF may allow a Home Nation in a Zonal Competition to have limited advertising within the court area. It is understood, however, that the ITF shall not acquire rights to permanent signs at the venues. Permanent shall mean fixed in place prior to the scheduling of the Tie pursuant to the terms of a written contract of not less than three years duration. No venue shall be selected with permanent signs at courtside positions or within the angle of the main television cameras.

- Permanent signage shall mean existing signage that is fixed in place prior to the scheduling of the Tie.
- (iv) Appointment of companies as "Official Sponsor of and/or Official Suppliers to the Competition".
- All Media Rights (including without limitation all forms of television, internet, mobile, radio and other electronic media).
- (vi) Recordings.
- (vii) All Data rights (as more fully described in Appendix KJ and F).

## (b) All Home Nation rights shall be vested in the Home Nation's National Home Nation Rights: —Association

No Home Nation Rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii), (iii) above (hereinafter the "Title Sponsor") or by those companies or other bodies who acquire the combination of International Rights (ii), (iii), specified above (hereinafter "International Sponsors").

#### These rights Home Nation Rights include:

- (i) The name or title of the national team.
- (ii) The use of any mascot, symbol, legend or device associated with the national team.
- (iii) Advertisements within the court area and stadium of the Tie in accordance with the current Davis Cup court layout. The Home Nation must provide the <a href="title-sponsor-Title-sponsor-and-sponsor-International Sponsor-International Spo
- (iv) Appointment of companies as Official Suppliers or Sponsors of the national team, subject to the provisions of these Regulations.
- (v) Traditional Broadcast Television (excluding internet, broadband and mobile transmission) within the host country, subject to Regulation 60.
- (vi) Nations may feature Davis Cup specific material on their official websites in accordance with the guidelines to be provided by the ITF.
- (vii) Traditional over the air radio broadcasts (non-internet) and film subject to Regulation 611 rights within the host country.
- (viii) Product display booths outside the court area.
- (ix) Selection of the ball to be used subject to the provision of the Regulation 38(i).
- (x) Gate receipts (subject to the allocation under Regulation 48, 49 and 50) and the rights and proceeds to and from programme, food, beverages, merchandise and other on-site sales related to the Tie.

Home Nation rightsRights for advertisements within the court (Zone Group Ties only) 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 five (three in the case of World Group Ties) Tie Sponsors whothe limit for that Tie (as set out in the Commercial Letter sent in accordance with Regulation 63). 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. Any Tie or Team Sponsor must be notified to the ITF at least fifteen (15) days prior to the commencement of the Tie.

Commented [HM6]: The reference here to "five" (or "three") Tie Sponsors is out of date. An increased limit is set in the Commercial Letter, which can change from time to time, and therefore this Regulation should refer to that document instead. Companies that acquire Home Nation rights Rights shall not be entitled to undertake substantial promotional or advertising activities at any particular Tie which are greater than and derogate from those rights acquired by the Title Sponsor and International Sponsors and National Associations must ensure that the Title Sponsor is clearly recognized as the main sponsor of the Competition and must be given appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may, in the exercise of its reasonable discretion, intervene where it believes that this Regulation has been or is about to be breached, in consequence of which, the ITF believes that the income accruing from the Title Sponsor or International Sponsors will be jeopardised.

#### **59. ADVERTISEMENTS**

- (a) "Advertisements" in Regulation 58(a)(iii) include all space available for advertising within the precincts of the court (that is, the court, surrounds and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects; other than space reserved to the National Association under Home Nation rights Rights.
- (b) The Home Nation must ensure that the precincts of the court are cleared of advertising, franchise, display or other rights which have not been granted by or with the approval of the ITF or otherwise in accordance with these Regulations.
- (c) No obstructions may be placed or remain between the camera and court sideadvertisingside advertising. The Home Nation must obtain a written statement from the prospective "host broadcaster" which specifies any restrictions applying to the display of advertising boards, banners or any similar identification on television. Full details must be passed immediately to the ITF who undertakes that holders of international rights International Rights must comply with all such legitimate restrictions. The Home Nation must however accept the same responsibility for any holders of Home Nation rights Rights whose advertising or identification at the Competition may be seen on television.
- (d) The Home Nation must allow the contractors access to the court at least 48 hours prior to the commencement of play to erect and install advertisements, displays, equipment and so on. Any advertisements which are not in accordance with these Regulations must be removed or covered by the Home Nation. In the event that the Home Nation does not fulfil its obligations herein the ITF may instruct its own contractors to undertake the removal or covering up as may be appropriate.

## **60. TELEVISION**

- All Media Rights are the property of the ITF.
- (a) For the Davis Cup World Group ITF controls and negotiates all television rights. This is to be done in consultation with the World Group Nations. Income and eventual costs from the sale of these television rights with regards to matches of a Nation's Davis Cup team and with regards to that Nation's television market are to be split on a 50/50 basis between the relevant Nation and the ITF unless separate agreement has been made between the ITF and the Home Nation concerned.
- (b) In the Zonal Competition the domestic rights are assigned to the Home Nation subject to the following conditions which will apply on a year by year basis:
  - 1) In respect of Ties taking place in 2017 and any year thereafter, ITF shall have an irrevocable option to acquire the exclusive domestic television rights from each Home Nation. Said options(s) to be exercised by ITF giving notice in writing to the respective Home Nation that it is acquiring the domestic television rights for all Ties to be staged in that territory for the forthcoming year in accordance with this Regulation. Such notice must be received by the relevant Home Nation no later than 30 days following the Davis Cup draw for that forthcoming year. In the event that ITF exercises its option(s) for any territory or territories in any year, the respective domestic television rights shall be immediately assigned back to ITF and ITF will assume responsibility for performing all host broadcaster obligations in regard to such Ties. The Home Nations will co-operate fully with ITF, and/or its licensee(s) as appropriate, in performing their duties as host broadcaster, this will include, without limitation, providing free of charge access to the venue(s) and all facilities

existing there such as electricity, camera and commentary positions and parking as required by the host broadcaster. In the event that ITF exercises its option to acquire the domestic rights in any year for a Home Nation, ITF shall pay to such Home Nation 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 television rights borne by the host nation) such Home Nation generated from the sale of domestic zonal competition television rights in the past three years. In addition, any net income above such amount that ITF receives by way of rights fees which is attributable solely to the exploitation of domestic television rights to such Ties will be shared 50:50 with the Home Nation concerned, unless a separate agreement is made between the ITF and such Home Nation. If a nation has not had a home Tie at the zonal competition level for the past 3 years, then in the first year that such Home Nation has a home Tie at zonal competition level, 100% of the net income that ITF receives by way of rights fees which is attributable solely to the exploitation of the domestic television rights to such Tie, will be shared with the Home Nation concerned unless a separate agreement is made between the ITF and such Home Nation. For any successive year the sharing mechanism described in the prior two sentences of this clause shall be followed. If a Nation has an existing domestic broadcast agreement in place that goes beyond 2016 at the time this Regulation comes into effect, this clause 60(b)(1) shall be effective for such nation only upon expiry of the current term of such agreement; or"

2) For Ties taking place in 2016 and/or for Ties for which ITF does not exercise its option in accordance with Regulation 60(b)(1) above, then the Home Nation must use commercially reasonable efforts to arrange for the Ties to be televised in their own country, and retain the receipts from this source. 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 that one year. The Home Nation must ensure that any television contract it enters into permits access free of charge to the signal produced by the host broadcaster of all matches of the Tie for the ITF's overseas telecasts and other exploitation of the Media Rights. The Home Nation shall also be responsible for ensuring that any contract stipulates that host broadcasts are to be in compliance with the ITF's host broadcast manual. The ITF must be kept advised by the Home Nation in its negotiations in this respect and the ITF reserves the right to intervene in its negotiations if it believes, on reasonable grounds, that it will not receive access to the host broadcaster signal on reasonable terms. In cases where the Home Nation in Zonal Group Competition is unable to provide a host broadcaster or to make such provision 50 days before the commencement of the first Tie of the year, the ITF will have the option to procure and negotiate the terms with a host broadcaster for that territory for the remainder of that Davis Cup year. In such case, any income and expense relating to the securing of a host broadcaster will be divided equally between the Home Nation and the ITF. However, if by the stipulated date 50 days before the commencement of the first Tie, the Home Nation expresses a desire to retain the host broadcaster rights, it must guarantee, at no cost to the ITF, to deliver a full live signal of internationally acceptable standard. The ITF will issue separate guidelines to each National Association specifically relating to television negotiations with particular regard to:

- (i) The international distribution of the signal.
- (ii) The supply of suitable recordings for highlights or compilation programmes.

#### 61. RECORDINGS

Copyright in any and all coverage (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and other reproductions shall be the exclusive property of the ITF. If a <a href="mailto:national Association">national Association</a> wishes to film or make use of footage from Ties, it must obtain prior written approval from the ITF.

- **62. FACILITIES FOR THE TITLE SPONSOR, INTERNATIONAL SPONSORS AND THE ITF** See Appendix G-for these facilities.
- 63. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31st October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current operations manual Operations Manual (to be updated as necessary), will set out in further detail the commercial and operational requirements which must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the Competition owned by the ITF. The Operations Manual and Commercial Letter must be fulfilled and failure to do so will be treated as a breach of these Regulations. (See Regulation 5, above).

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

## 64. ENFORCEMENT OF REGULATIONS EXTRAORDINARY CIRCUMSTANCES

The above Regulations shall be binding on all nations eligible to compete. The Board of Directors may everridegrant dispensations from, modify, waive or otherwise alter these Regulations or their application in extraordinary circumstances.

#### 65. PROGRAMME AND PUBLICITY MATERIAL

- (a) The official event title in the approved colours is to be used prominently in all official notices, press releases, announcements, programme covers, posters, brochures and other material used for publicising a Tie or the Davis Cup. This includes material issued by the <a href="https://nost.ncbi.nlm.nih.gov/">nost.ncbi.nlm.nih.gov/</a>. National Association and any companies who acquire domestic rights.
- (b) The programme for all Ties shall include, free of charge:
  - (i) a message from the President, to be supplied by the ITF.
  - ii) a Davis Cup editorial, to be supplied by the ITF.
  - (iii) a message from the Title Sponsor.
  - (iv) a full page advertisement supplied by the Title Sponsor. International Sponsors, as advised by the ITF, shall have the right to purchase advertising in the programme.

## **66. AMENDMENT OF REGULATIONS**

- (a) These Regulations may be altered from time to time by the Board of Directors if due notice of the principles embodying such alteration shall have been given in accordance with Article 17 of the Constitution of ITF Ltd and such principles or ones having the like effect must be carried at an Annual General Meeting of the Council of the ITF by a majority of two-thirds, unless otherwise stated in these Regulations, of the votes recorded in respect of the same. Any amendments so made shall be effective for the Competition immediately following, unless otherwise decided by a like majority.
- (b) The Regulations of the Davis Cup Competition may be altered by the Board of Directors if the matter is deemed to be urgent. In such event the Council of the ITF must vote to ratify or reject the Board's alteration. Such vote must be conducted by email, fax or post, the ballots to be sent within 15 days of the Board's vote and returned within 30 days of the Board's vote. Any unreturned ballot shall be deemed a vote to ratify the Board's alteration.

Commented [HM7]: The first sentence of this Regulation is now addressed clearly at Reguation 5(b), which is a better spot for such an important provision. In addition, the wording has been improved so as not to constrain what the Board may do in extraordinary circumstances.

#### APPENDIX A

## SPECIAL REGULATIONS FOR THE ZONAL GROUP III AND IV COMPETITION

#### **PARTICIPATION ZONAL GROUP III**

Nations not qualified to compete in the World Group nor in the Zonal Groups I and II, shall play in the Zonal Group III Competition of their Zone as follows:

- (a) Americas and Asia/Oceania Zones
  - Eight (8) Nations in the Americas Zone and eight (8) Nations in the Asia/Oceania Zone shall each play in Group III of their Zone. They shall be selected as follows:
    - (i) The two Nations who were relegated from Group II of the Zone the previous year.
    - (ii) Those Nations who competed in Group III in the previous year and were not promoted to Group II or relegated to Group IV and
      - The two Nations with the best record from Group IV the previous year.
- (b) Europe/Africa Zone

(iii)

Nations not qualified to compete in the World Group nor in the Zonal Groups I or II in Europe/Africa Zone shall play in Group III. The Nations shall be divided so that European Nations whose principal territory is within the confines of Europe shall play in the Europe Zonal Group III and Nations situated in the continent of Africa shall play in Africa Zonal Group III. They shall be selected as follows:

- (i) The four Nations who were relegated from Group II the previous year.
- (ii) Those Nations who competed in Group III in the previous year and were not promoted to Group II.

#### **PARTICIPATION ZONAL GROUP IV**

Nations not qualified to compete in the World Group nor in the Zonal Groups I, II and III and any Nation who did not compete in the previous year, shall play in the Zonal Group IV Competition of their Zone, as follows:

Americas and Asia/Oceania Zones

Those Nations in America and Asia/Oceania competing in Group IV the previous year who were not promoted, and those who have been relegated from Group III of the previous year, and in addition any Nation entering the competition for the first time or did not compete in the previous year.

## FORMAT OF PLAY

Each Group must be played over a maximum of seven days at one or two venues selected by the Davis Cup Committee. For eight Nations they must be divided into two groups of four Nations in each group. For other number of Nations the Davis Cup Committee will decide the composition of Nations in each group.

The Nations in a group must play 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 the Zone with the aim to maximise competitive play and still allow a reasonable rest for the teams.

The seeding shall be determined after the team nomination deadline in accordance with the most recent Davis Cup Nations Ranking.

When drawing the Nations into two round-robin groups the highest seeded Nation shall be placed in one group and the second seeded Nation shall be placed in the other group. Thereafter the remaining Nations shall be drawn in pairs according to the Nations Ranking. When there is an odd number of teams remaining, the last three teams shall be drawn together.

If more round-robin groups are used the same principles must be followed.

When there are groups with different number of Nations, the highest seeded Nation(s) must be placed in the group(s) with the least number of Nations.

Each Tie shall consist of two singles and one doubles played in one day.

Each match shall be played the best of three tie-break sets.

#### DATES

The Davis Cup Committee shall decide the dates for all Groups.

#### ORDER OF PLAY

The order of play in each Tie must be as follows:

Number Two vs. Number Two Number One vs. Number One

**Doubles Match** 

When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless otherwise decided by the Referee. When a knock-out format is used, the Referee may decide, due to bad weather conditions, to cancel the doubles match if the Tie has already been decided.

#### **MAKE OF BALL**

The Host Nation shall decide the brand of ball to be used in the Group subject to the provision of Regulation 38 (i).

#### INTERVAL BETWEEN SINGLES AND DOUBLES

There shall be an interval of thirty (30) minutes between the second singles match and doubles unless otherwise decided by the Referee.

### **RELOCATION OF THE DOUBLES MATCH**

The Referee has the discretion to transfer a doubles match to another court.

#### **TEAM NOMINATION**

Each competing Nation must, at least 28 days before the Monday of the week of the event, nominate in order of merit to the Davis Cup Committee and to all other Nations in the Group, either a team of a minimum of three and a maximum of four, which must include the nomination of a Playing Captain, or alternatively a team of a minimum of four and a maximum of five, which must include the nomination of a non-playing Captain. Two nominations may be changed up until one hour before the Captains' meeting and Draw to be held on the day prior to the start of the Competition.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Event.

The order of merit must be based on the Computer Singles Ranking accepted by the ITF as of the time of team nominations. Players with no Computer ranking must be ranked for the entire event based on national ranking, where available, by their respective Captain.

## **NOTIFICATION OF SINGLES AND DOUBLES PLAYERS**

Each Captain must give to the Referee the names of the two singles players and the doubles team, no later than sixty (60) minutes before the scheduled start of play each day. The doubles team can be changed until fifteen (15) minutes after the conclusion of the preceding singles match.

If, between the nomination/change of nomination deadline and the start of play one of the players, in the opinion of the Referee, is ill or injured, the Referee may sanction the substitution of that player/team by another player/team nominated for the Tie.

#### **CAPTAINS' MEETING AND DRAW**

The Referee must call a meeting of all the Captains, to take place on the day before the start of the Competition. The Draw must take place following the Captains' Meeting unless otherwise decided by the ITF. Player attendance is not obligatory.

## **OFFICIALS**

The Davis Cup Committee will appoint a Neutral Referee and one Neutral Certified Chair Umpire for each group and venue. The Referee shall be responsible for the allocation of courts for both practice and Competition. The Referee is the final on-site authority for the interpretation of these the Rules and Regulations and (including the Code of Conduct).

# METHOD OF DETERMINING PLACES IN THE ROUND ROBIN

Each Tie will consist of three matches, two singles and one doubles.

The Nation which wins the majority of the matches in the Tie shall be declared the winner, and shall be awarded one point.

- If two Nations score an equal number of points, the head-to-head result between these Nations shall decide the winner.
- If three or more Nations score an equal number of points the following procedure must be used:
  - The number of matches won shall decide the winner.
  - If matches won are equal, the percentage of sets won of sets played against all teams in the pool shall decide the winner.
  - If percentage of sets won are equal, the percentage of games won of games played against all teams in the pool shall decide the winner.

When three or more Nations are tied head-to-head results are never used to determine the positions in the Group.

If any match is stopped and not completed for reasons of injury, etc., the full score must be recorded. Example: Player A leads over Player B by 6-1, 2-0 when Player B is injured and unable to continue. Player A's victory must be recorded as 6-1, 6-0.

If a match is a walk-over the score must be recorded as 6-0, 6-0.

## PROMOTION/RELEGATION ZONAL GROUP III

The two Nations with the best record from the Americas Zone, the two Nations with the best record from the Asia/Oceania Zone, the two Nations with the best record from the Europe Zone and the two Nations with the best record from the Africa Zone shall be promoted to the Zonal Group II Competition of their respective Zone the next year.

The two last placed Nations in the Americas Zone and the two last placed Nations in the Asia/Oceania Zone shall be relegated to the Zonal Group IV competition of their respective Zone the following year.

# PROMOTION ZONAL GROUP IV

The two Nations with the best record from the Americas Zone and the two Nations with the best record from the Asia/Oceania Zone shall be promoted to the Zonal Group III Competition of their respective Zone the next year.

# **CHOICE OF GROUND**

Ties played in the Zonal Group III and IV Competition shall not count in terms of Choice of Ground referred to in Davis Cup Regulation 27.

#### **HOST NATION**

Each Nation in the Zonal Group III and IV may apply to the ITF to host a Zonal Group III or IV event. Such applications must be submitted no later than 1 September on a prescribed form provided by the ITF.

In selecting the venues for the Zonal Group III or IV Competition, consideration will be taken to the following:

- \* The number of courts available, and other facilities.
- \* The availability of hotel accommodation.
- \* Previous organisational experience of international tennis events, and number of officials available.
- \* Airport accessibility.

The host of the Zone Group III or IV event may be changed at any time by the Committee due to an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances

the Committee may decide that the event be postponed in order that it may be played at the venue selected by the original host.

#### **FINANCE**

By January 1, 20162018 the ITF shall inform the Nations the extent of any financial contributions to be made with respect to expenses of the Competition.

#### INSURANCE

(a) Public and Products Liability insurance

The Host Nation is responsible for taking out a suitable public and products liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the event. "ITF Itd and ITF licensing (UK) Itd" must be named in as an additional insured on the policy and a copy must be provided to the ITF on request.

(b) Other insurances

The Host Nation is responsible for taking out all compulsory insurance covers that are required by local legislation e.g. employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place — including for example material damage / business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

(c) Event Cancellation insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

#### **SPONSORSHIP**

Each Host Nation organising a Zonal Group III or IV event will receive specific instructions as to how to dress the Competition courts in terms of Sponsorship requirements.

#### **APPENDIX B**

#### DAVIS CUP CODE OF CONDUCT

#### **ARTICLE I: GENERAL**

#### A. PURPOSE

The ITF promulgates this Davis Cup Code of Conduct (<u>Thethe</u> Code) in order to maintain fair and reasonable standards of conduct by players and Captains in Davis Cup Ties and to protect their rights, the rights of the public and the integrity of the <u>Sportsport</u> of Tennis.

#### B. APPLICABILITY

This Code is applicable as stated herein to the Davis Cup Competition. Any reference to players in this Code shall apply to all team members including the Captains where appropriate Team Members.

#### C. UNITED STATES DOLLARS

All monetary fines set forth in the Code are in US Dollars.

## ARTICLE II: PLAYER ON-SITE OFFENCES

#### A. GENERAL

Each player, Captain, team members/extra players, coach, trainer or officials attached to either the Home Nation or the VisitingTeam Member of any Nation shall, during all matches and at all times while within the precincts of the site of a Davis Cup Tie, conduct himself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

# **B. PUNCTUALITY**

Matches shall be called in accordance with the order of play. Players shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Davis Cup Ties shall be the Referee's timepiece.

- 1. Any player not ready to walk on court when his match is called may be fined up to \$5,000.
- Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$10,000 and shall be defaulted unless the Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

### C. DRESS AND EQUIPMENT

Every player and Captain shall dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire shall 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 it considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

**Commented [HM8]:** This now uses the new, clear and broad definition of Team Members.

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#### (a) Grass Court Shoes

In a Davis Cup 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 ITF. 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 durometres 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 Davis Cup 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. DOUBLES TEAMS

Members of doubles teams shall be dressed in substantially the same colours. In the case of Team Identification, this requirement will be satisfied so long as both members of the team display the Nation's name on the back of their shirts and dress in substantially the same colours or both members of the team dress in national colours.

#### 3. TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of his shirt or he shall dress in national colours. Team identification shall be in accordance with the official Davis Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

#### 4. IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Tie ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

#### (a) Shirt, Sweater, or Jacket

(i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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.

Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

(ii) Front, Back and Collar

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), 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 or Wristband

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, trademark, 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 of utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

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. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the logo identification.

## 5. WARM-UP CLOTHING (SWEATER, JACKET)

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.

A team's country name on the back of the warm-up clothing is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and predraw press conferences.

#### 6. CHANGE/TAPING

Any player who violates this Section 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.

#### 7. FINES

Any player or Captain who violates this Section and 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) Manufacturer's Identification
  - Violation of the provisions with respect to manufacturer's identification shall result in a fine of up to \$1,000.
- (c) Commercial Identification
  - Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- (d) Other Tennis Event
  - Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

#### D. LEAVING THE COURT

A player 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 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 Match as hereinafter set forth.

#### E. BEST EFFORTS

A player shall use his best efforts to win a match when competing in a Davis Cup Tie. Violation of this section shall subject a player to a fine of up to \$10,000 for each violation. For purposes of this Rule, 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 may subject him to the additional penalties set forth in these Regulations.

#### F. FAILURE TO COMPLETE MATCH

Any player nominated for any match in the Tie must commence or complete such match unless he is incapacitated by illness, accident or other unavoidable hindrance. Violation of this section

shall subject a player to a fine of up to US\$10,000 and he shall not be eligible to represent his Nation in the next Tie whether in the current Competition or subsequent Competitions.

# **G. MEDIA CONFERENCE**

Unless injured and physically unable to appear, a player or team must attend the post-match media conference organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Davis Cup Tie, including the Final and a press conference after the Draw ceremony. The Pre-Draw Press Conference may be in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines. For purposes of this Rule, media obligations also include but are not limited to Pre-Draw, Post-Draw and post-match one-to-one interviews with the home and visiting teams' national broadcaster, ITF TV and journalist from the official Davis Cup website. Violation of this section shall subject a player and/or team to a fine of up to US\$10,000.

#### H. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, both teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so, as determined by the Referee:

- \* The Draw Ceremony
- \* The Opening Ceremony on the first day of the Tie
- \* Team Presentation Ceremony on the second day of the Tie
- \* The Davis Cup Final Official Player Party
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this section shall subject a team to a fine of up to \$10,000.

#### I. TIME VIOLATION/DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) 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 penalized 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 Violation (Delay of Game) penalty shall be assessed in accordance with the Point Penalty Schedule.

## J. AUDIBLE OBSCENITY

Players shall not use audible obscenity within the precincts of the site. Violation of this Section shall subject a player to a fine 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject him to the additional penalties set forth in these Regulations.

For the purpose of this rule, 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 ballboys.

# K. COACHING AND COACHES

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their coaches (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 designed to have, an affect prejudicial or detrimental to the best interests of the 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 Coach to be removed from the site of a match or the precincts of the Tie and upon his failure to comply with such order may declare an immediate default of such player.

# L. VISIBLE OBSCENITY

Players shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a player to a fine 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, visible obscenity is defined as the making of signs by a player with his hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

#### M. 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 such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this rule, 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.

# N. 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 such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purpose of this rule, 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.

#### O. VERBAL ABUSE

Players 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 player to a fine 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, 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.

#### P. PHYSICAL ABUSE

Players 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 player to a fine 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

# Q. UNSPORTSMANLIKE CONDUCT

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject him to the additional penalties set forth in these Regulations.

For the purposes of this rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. 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 Competition and/or the officiating thereof.

# R. PARTISAN CROWD/SPECTATORS BEHAVIOUR

During Davis Cup 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 SECOND Offence THIRD AND EACH SUBSEQUENT Offence WARNING POINT PENALTY 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.

#### S. 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 Violation, the Referee shall determine whether each subsequent offence shall constitute a default.

#### T. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above. In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided 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 as herein provided may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II B and C, or as a result of a medical condition or when his doubles partner commits the Code Violation which causes the default.

However, prior to any default from the remainder of the Tie, the Referee must use best efforts to obtain the approval of the Executive Director.

# **U. DOUBLES MATCH**

Point Penalties/Game Penalties/Defaults

Point penalties, game penalties and/or a default if assessed for violation of Code shall be assessed against the doubles team.

#### 2. Fines

Fines for violation of Article II C.2 of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

## V. DETERMINATION AND PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all Player On-Site offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefor and give written notice thereof to the Captain.

# W. PAYMENT OF FINES

The ITF shall deduct such Fines from the Nations distribution of Prize Money.

#### X. APPEALS

Any player or Captain convicted of a violation of a Player On-Site Offence at a Davis Cup Tie may appeal to Thethe Independent Tribunal in accordance with Regulation 15.

#### **ARTICLE III: PLAYER MAJOR OFFENCES**

#### A. AGGRAVATED BEHAVIOUR

No player or Related Person (defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Davis Cup Tie at the request of the player or any other Related Person) at any Davis Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- 2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup, or is singularly egregious.
- 3. A series of two (2) or more violations of this Code 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.
- 4. A violation of Regulation 7 whereby Davis Cup results of a player are disqualified as a consequence of an Anti-Doping Rule Violation at the Davis Cup or at any other event or elsewhere.

Violation of these Sections 1-3 by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Davis Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Davis Cup Ties and/or the Davis Cup Competition.

Violation of these Sections 1-3 shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of his participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

# B. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player 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 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, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Davis Cup Ties or the Davis Cup Competition.

Violation of this Section shall be Aggravated BehaviorBehaviour and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

#### C. DETERMINATION AND PENALTY

The ITF shall investigate all facts concerning any alleged Major Offence. All players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player 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 (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances.

The player 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 Article III.C, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

#### **Review Board**

The ITF shall identify three individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to each of those three Review Board members. Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the player or related person and any other party with a right of appeal under Regulation 15, and (subject to the rights of appeal set out at Regulation 15) the matter shall not proceed any further.

When the Review Board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, 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, and;
- (c) The player or Related Person's entitlement to respond to the Notice of Charge in one of the following ways:
- 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;
- (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she 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 or Related Person's receipt of the notice. The request must also state how the player 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 or other 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 or other 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 or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

Provisional suspension

If (and only if):

- (a) The player or related person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and
- (b) The Review Board has completed its review and has concluded that the player or Related Person in question has a case to answer in respect of that Major Offence;

Then the ITF may notify the player or Related Person in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her 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 chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

A player or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Davis Cup.

#### Hearing

If the player or other person charged exercises his/her 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 15, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

# D. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for Player Major Offences shall be deducted from the prize money earned by the player's National Association.

### **ARTICLE IV: WELFARE POLICY**

Each team member of each Nation that enters and/or participates in the Competition, and any Player Support Team Member of each team member and each Nation that enters and/or participates in the Competition Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix H.

#### 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 Appendix H.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article V
  →
  b, "Misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or

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reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.

- D. Any individual or National Association that believes that any Covered Person or National Association 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, 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.
- G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a National Association including:
  - 1. In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Davis Cup 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 Davis Cup Ties or the Davis Cup competition;
  - 2. In the case of a National Association, disqualification in respect of the Davis Cup competition for the year wherein such violation of this section occurs, and/or refusal of entry for future Davis Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel, do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payments set out in Regulations 55 (a) and (b).
  - 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 Davis Cup Ties and/or the Davis Cup competition.
- H. Any Covered Person sanctioned for misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 15.

#### **APPENDIX C**

#### **MEDICAL AND TOILET BREAK**

#### **MEDICAL**

#### Medical Conditions

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer during the warm-up or the match.

#### • Treatable Medical Conditions

- 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.
- 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.

#### • Non-Treatable Medical Conditions

- Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
- Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- General player fatigue.
- Any medical condition requiring injections, intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.

#### b. Medical Evaluation

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist/Athletic Trainer, 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate him immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed in conjunction with the Independent Doctor, and may be performed off-court. \*

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.

# c. Medical Time-Out

A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Physiotherapist/Athletic Trainer has evaluated the player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Physiotherapist/Athletic Trainer 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. \*

The Medical Time-Out is limited to three (3) minutes of treatment.

A player is allowed one (1) Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

*Muscle Cramping:* 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.

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 Physiotherapist/Athletic Trainer, 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, for the heat illness condition.

#### Note:

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.

If the player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he/she 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 (2) full change of ends treatments for muscle cramping in a match, not necessarily consecutive.

If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist/Athletic Trainer, 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.

#### d. Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist/Athletic Trainer, and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

#### e. Penalty

After completion of a Medical Time-Out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this Medical Rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

#### f. Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist/Athletic Trainer, should be called to the court by the Chair Umpire for evaluation and treatment. The Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.

If requested by the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, the Referee may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

#### g. Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist/Athletic Trainer, 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.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

#### h. Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist/Athletic Trainer, the Chair Umpire shall immediately call for the Physiotherapist/Athletic Trainer and Independent Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Independent Doctor should inform the Referee and recommend that the player is ruled unable to compete in the match to be played, or retired from the match in progress.

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 advice and any other information into consideration.

The player may subsequently compete in another match at the same Tie if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same day or on a later day.

\* It is recognized that national laws or governmental or other binding Regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

# **TOILET BREAK**

A player is allowed to request permission to leave the court for a reasonable time for a toilet break. Toilet breaks should be taken on a set break and can be used for no other purpose.

In singles a player is entitled to one (1) toilet break during a best of three (3) set match and two (2) toilet breaks during a best of five (5) set match.

In doubles matches, each team is entitled to a total of two (2) breaks. If partners leave the court together, it counts as one of the team's authorised breaks.

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.

Any toilet break taken after a warm-up has started is considered one of the authorised breaks.

Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the player is not ready to play within the allowed time.

Any player abuse of this rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

## **APPENDIX D**

## **DEFINITION OF "GOOD STANDING" OF A PLAYER**

For the purposes of Regulation 34, the term "good standing" in connection with a player shall be defined as follows:

#### One whom:

- (a) Is not under a suspension imposed by his National Association, or by the ITF, or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF.
- (b) Is accepted by his National Association as being under its jurisdiction while competing in events for which his association has nominated him.
- (c) Makes himself available for selection for official team championships and the Olympic Tennis Event and accepts the jurisdiction of his National Association while competing in events for which it has nominated him.
- (d) Respects the spirit of fair play and non-violence at all times.
- (e) Accepts the conditions of entry of the events he enters, including the conditions of any code of conduct adopted for those events.
- (f) Agrees to undergo any medical control, including Anti-Doping testing, which is in operation at any event which he enters.

#### APPENDIX E

# MINIMUM STANDARDS FOR THE ORGANISATION OF DAVIS CUP TIES

(Mandatory for the World Group and Zone Group Ties with the exception of points 1 and 15 (e) which are mandatory for World Group and recommended for Zone Group Ties.

In addition, for a Nation hosting the Final, please This Appendix E sets out minimum standards that, unless stated otherwise, apply to all World Group and Zonal Group I and II Ties except the Final (see Appendix F)These minimum standards are, in addition to the organization of all Ties stipulated elsewhere in these Regulations set out in the Regulations and the Operations Manual, save that paragraphs 1 and 15(e), while mandatory for World Group Ties, are recommended (but not mandatory) for Zone Group Ties.

The ITF must be consulted in advance if there is any doubt with regard to compliance with the points mentioned below as non-compliance may result in the relocation of a Tie and/or a fine.

The arrangements for all Ties shall be subject to approval by the Davis Cup Committee.

#### 1. Location

The city where the Tie is held must be a major city or heavily populated area of the country. For the Semifinal Semi-final Ties the city must be one of the top ranked cities in that country or territory. (For the Final see Appendix F).

#### 2. Airport

The airport must either be an International airport or capable of easy connection to an International airport by a regularly scheduled large commercial jet aircraft and must be easily accessible from the city where the Tie is held. For <a href="Semifinal Semi-final">Semi-final</a> Ties the city must have an accessible international hub airport.

#### Accommodation

There must be sufficient hotel accommodation of the highest category able to accommodate both teams, Title and International Sponsors, media and officials.

#### 4. The Stadium

The stadium must be within reasonable distance from the hotels (maximum 45 minutes by car).

# 5. Minimum seating capacity

World Group 1st Round and Play-off Ties: 4,000 seats

World Group Quarterfinal Ties: 6,000 seats

World Group Semifinal Ties: 8,000 seats World Group Final: 12,000 seats

The Committee shall be entitled to make exceptions to the minimum standards regarding stadium capacity if it is satisfied that the Home Nation has used its best efforts to comply.

# 6. Transportation

An efficient transportation system must be provided to take players and officials to and from the airport and, most importantly, frequent and regular transport between the Tie hotels and venue.

## 7. Facilities

The stadium and venue must have appropriate on-site facilities including but not limited to:

- a) Locker Rooms
  - Fully equipped changing rooms of suitable international standard (one for each team).
- b) Players' Lounges

Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.

- c) Anti-doping testing facilities.
- d) Public Address System
- e) ITF Offices

The ITF Representative and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities. At all Ties Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct land line telephone and high-speed internet access.

- f) Media Conference Room
  - Player interview room with easy access from the court and locker rooms.
- g) Media Work Area

Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.

- h) Televisior
  - The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual Operations Manual
- i) Photographers

The court/stadium must have appropriate positions arranged court side for photographers to be approved by the ITF as per these Regulations and the operations manual Operations Manual.

- j) Public Facilities
  - Public toilets (which must be free of charge), catering and parking.
- k) On-Court Equipment

The stadium must be able to accommodate all on-court equipment such as scoreboards, linesmen, dais, etc.

#### 8. Media Liaison

One person must be appointed for the duration of the Tie, with a good knowledge of English, operating from the media room and able to answer any overseas phone calls relating to the Tie.

#### 9. Official Organiser

One person, the Official Organiser (see Regulation 31), with suitable languages must be available to liaise at all times with the ITF representative on site to ensure the smooth running of the event.

#### 10. Team Host

One person must be appointed as 'Team Host' for the visiting team able to assist at any time and able to speak English or the language of the Visiting Team.

### 11. Officials

These must be appointed as outlined in Regulation 42. In addition, the Home Nation must also appoint the following Tournament Personnel:

- a) Chief Umpire
- b) Line Umpires
- c) Chief of Ballkids
- d) Ballkids
- e) Independent Doctor
- Stringer (at least one stringer must be operational from the four (4) days prior to the start and for the duration of the Tie)

If not provided by the ITF, uniforms must be provided for the Referee, Chair Umpires, Line Umpires and Ballkids.

#### 12. Communications

Walkie-Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF they will be required for the Referee, the ITF Representative(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the Doping Control Team in the event that Anti-doping testing takes place.

#### Security

The Home Nation is responsible for the formulation, administration and implementation of a comprehensive security and safety plan that:

- Ensures, as far as is reasonably practicable, the health, safety, security and welfare
  of all members of the delegation of both teams, ITF delegates, employees and
  contractors and any officials, at all times, from arrival in the host country or territory
  until departure from the host country or territory or 24 hours after the conclusion of
  the Tie, whichever is the sooner.
- Ensures as far as reasonable practicable the health, safety, security and welfare of any and all who are in attendance at the Tie in any capacity; and
- Applies to any facility or transportation associated with the Tie including the venue for the Tie, any relevant hotel, any venue for any official functions organized or sanctioned by the Home Nation or the ITF.

#### Further, Thethe Home Nation must:

- Comply with all security, health and safety laws, regulations or guidelines applicable
  to the holding of an event in the location of the Tie;
- 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 and the implementation of the security plan;
- · Comply with such security guidelines as are issued by the ITF from time to time;
- Complete the ITF security questionnaire in a working language of the ITF and provide such questionnaire and further documents or information as is requested by the ITF from time to time; and
- Notify the ITF in the event of it being informed about any specific security risk at or in connection with the Tie.
- Where special circumstances apply to a particular Tie, the National Association of the Visiting Nation may no later than 14 days prior to the Tie request of the Home Nation that the need for specific security arrangements be taken into account. Should the Visiting Nation attend with their own security personnel, such personnel must be identified to and liaise with the Home Nation's Security Officer.

#### 14. Insurance

# (a) Public and Products Liability Insurance

The Home Nation is responsible for taking out a suitable public and product liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as an additional insured on the policy, and a copy must be provided to the ITF on request.

# (b) Other insurances

The Home Nation is responsible for taking out all compulsory insurance covers that are required by local legislation e.g. Employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place – including for example material damage / business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

(c) Event cancellation insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

# 15. Official functions

The following must take place:

- a) Captains' Meeting (as outlined in Regulation 43)
- b) Official Draw
- c) Official Dinner (an Official Dinner must be held during the week of the Tie. In the case of the Final, a dinner must be held on the last evening).
- d) Opening Ceremony on the first day of the Tie
- e) Presentation Ceremony on the second day of the Tie

All venues, dates and times of the official functions are subject to prior approval of the ITF

# 16. Official Programme and Publicity Material

The ITF must receive a minimum of five pages free of charge in the Official Programme for each Davis Cup World Group Tie-and the Davis Cup Final.

#### APPENDIX F

#### ARRANGEMENTS FOR THE DAVIS CUP FINAL

# I. INTRODUCTION

The Davis Cup Final will be contested by the two Nations that win their semi-final Ties (each, a "Finalist Nation") at a fixed venue chosen by the ITF. Unless specified otherwise, references to 'Home Nation', 'Host Nation' and/or 'Visiting Nation' in the Regulations do not include a 'Finalist' Nation'.

The right to host the Davis Cup Final is subject to a tender process. The "Final Host" in this Appendix F is the entity that successfully bids to host a Final. Unless specified otherwise. references to 'Home Nation', 'Host Nation', 'Visiting Nation', 'National Association' and/or 'Nation' in the Regulations do not include the Final Host.

Where any matters regarding the organisation of the Final are not provided for in the Regulations, including this Appendix F, or in any other documents or guidelines applicable to the Final, the Davis Cup Committee may, at its discretion, determine the most appropriate course of action.

## II. RIGHTS AND OBLIGATIONS OF THE FINAL HOST

Without prejudice to any rights of ITF Licensing (UK) Ltd pursuant to any agreement with the Final Host, the Final Host agrees to be bound by and to comply with the Rules and Regulations, and to be subject to the applicable sanctions and penalties set out in those regulations. Further rights and obligations of the Final Host are set out in this Appendix F and the Hosting Agreement.

# III. RIGHTS OF FINALIST NATIONS

Finalist Nations shall (at a minimum) have the following rights in relation to the Final:

# **COMMERCIAL RIGHTS**

1. COMMERCIAL RIGHTS
The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Finalist Nations will be set out in the Commercial Letter.

## 2. TICKETS

Regulation 62 and Appendix G (section on Visiting Nation) are replaced with the following:

# Complimentary tickets/hospitality

For each Finalist Nation (per ticketed session):

(a) 12 seats positioned immediately behind the seat on the court occupied by its Captain;

(b) up to 10 seats, in priority positions, in the Presidential Box for its VIPs. Hospitality must also be provided free of charge for those places; and

(c) 100 first category tickets.

# **Purchased Tickets/Hospitality**

Each Finalist Nation is entitled to purchase (per session) at least 10% of the total available tickets less any complimentary tickets provided. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), save that each Finalist Nation shall have the entitlement at a minimum to purchase 700 first category tickets. The seats in each price category must be positioned together in significant numbers. Each Finalist Nation must be given first choice for the location of their complimentary and purchased tickets, after the requirements for the Presidential Box have been met.

Finalist Nations must confirm to the Final Host whether or not they wish to take up their option to purchase such tickets within the deadline specified by the Final Host that has been agreed with the ITF. The balance of the 10% must be located in a block starting in the area directly behind or opposite the team bench of the Finalist Nation requesting the tickets, unless otherwise agreed by the ITF.

#### **Hospitality**

Each Finalist Nation shall be entitled to purchase (per session) 100 hospitality passes of a first class standard at market price.

When requested by the deadline specified by the Host, the Final Host will provide to a Finalist Nation a reasonable sized facility on-site (maximum 100 people) for hospitality for the official party of the Finalist Nation. Food, drink, decoration, etc., will be charged to the Finalist Nation at cost.

# 3. ACCOMMODATION/MEALS

Regulation 54(b) is replaced with the following:

On-site food and meals will be provided free of charge to the Finalist Nation Team Members on match days, in accordance with the Hosting Agreement.

# 4. TRANSPORTATION

The Final Host will provide at least the Finalist Nation Team Members and Presidential Box guests with complimentary airport transfers and daily transport from the hotel to the Final Ground, and all official functions.

# IV. ARRANGEMENTS FOR THE FINAL

#### 5. GROUND

References in the Regulations to 'Neutral Ground' do not include the Final Ground, and Regulations relating to Choice of Ground do not apply to the Final.

Regulation 27 is replaced with the following:

The ITF will choose the location for the Final prior to 31 December in the year preceding the start of the Competition ("Final Ground"). Such choice is at the discretion of the ITF and is not subject to challenge, even in circumstances where the Final is held in the country of one of the Finalist Nations (as Finalist Nations will not be known at the time of the Final Ground selection). The ITF will choose the surface of the court and the ball.

# 6. MINIMUM STANDARDS FOR THE ORGANISATION OF THE FINAL

Regulation 28 and Appendix E are replaced with the following:

- (a) The Final will be held in a major city or heavily populated area of a country, with (or with easy connections to) an international airport that is easily accessible to the Final Ground.
- (b) Requirements relating to accommodation (see also Article 3 of this Appendix F), the stadium (including minimum seating capacity), transportation (see also Article 4 of this Appendix F), facilities, media liaison, Event Director (referred to as the Official Organiser in other Ties) (see also Article 8 of this Appendix F), officials (see also Article 16 of this Appendix F), communications, insurance to be taken out by the Final Host, team host, and publicity material, shall be set out in the Hosting Agreement.
- (c) The Final Host is responsible for the formulation, administration and implementation of a comprehensive security and safety plan in accordance with the Hosting Agreement. Where special circumstances apply to a particular Final, no later than 14 days after the Semi-Final, any Finalist Nations may request that the Final Host make specific security arrangements.

- Should any Finalist Nations attend the Final with its own security personnel, such personnel must be identified to and liaise with the Security Officer appointed by the Final Host.
- Finalist Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the rescheduling, cancellation or abandonment in whole or in part of a Final due to an event considered to be a force majeure event.
- The ITF will determine which Official Functions will take place, which may be stand-alone events or combined, and may include but are not limited to:
  - a) Captains' Meeting (as outlined in Article 17 of this Appendix F)
  - b) Official Draw
  - c) Post-Draw Press Conference
  - d) Official Dinner (which must take place on the evening two days prior to the first match)
  - **Opening Ceremony**
  - f) Presentation Ceremony
  - g) Closing Ceremony

All arrangements for the Davis Cup Final shall be subject to approval by the Davis Cup Committee (see Regulation 10).
The ITF will inform the Home Nation of any special requirements for the Davis Cup Final which

- The city where the Final is to be held must be the capital city or one of the major cities of that country or territory with an accessible international hub airport. There must be sufficient hotel accommodation of the highest category (maximum 45-minutes to the stadium by car)
- (b) There must be a minimum spectator capacity of 12,000 seats unless otherwise agreed by the Davis Cup Committee.
- c) The appointment of a representative of the ITF to liaise with the Home Nation. The representative of the ITF must have an appropriately equipped office on site of the venue to be provided by the Home Nation free of charge. Such office must be made available if may be in the Federation Office if in the same city. If there is not a suitable office in the city such office could be located in a hotel room. The site office must be made available as soon as possible. The prime responsibility of the ITF representative shall be to ensure the mplementation of these Regulations and the sponsorship and commercial matters outlined in the operations manual.
- Seating arrangements in the Presidential Box.
  - The Home Nation must consult with the ITF to ensure that priority seating arrangements for all VIP's (ITF, the Visiting Nation, Title Sponsor and International Sponsors representatives) are provided (see Appendix G).
- f) Official functions (Draw, opening and closing ceremonies, dinners etc.) The Home Nation The Opening Ceremony must take place prior to the first singles match on Friday. The Closing Ceremony on court, including the presentation of the Davis Cup Trophy to the Champion Nation, must take place on Sunday following the last match unless otherwise agreed by the Davis Cup <del>Committee. The official dinner must be held on Sunday evening.</del>All venues, dates and times of the official functions are subject to prior approval of the ITF. The Final Host must consult with the ITF to ensure that the arrangements for each official function are appropriate.
  - - It is the responsibility of the Home Nation to provide security for the Davis Cup Trophy during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Davis Cup Trophy back to their country or territory (if away from home), clear the Trophy through customs and to pay any costs
    - It is also the responsibility of the Winning Nation to arrange the shipment of the Trophy onto the ITF the following year, clear the Trophy through customs and to pay any costs incurred.

- i) Display areas, VIP rooms and offices for the staff of the ITF.
- guidelines set out in the operations manual and provided in accordance with the terms and

## **GENERAL ARRANGEMENTS – VISAS**

The section titled "arrangement of visas" in Regulation 29 is replaced with the following:

The Final Host must advise the Finalist Nations of any requirements for visa applications, and assist Team Members of Finalist Nations and officials participating in the Final in arranging visas, in accordance with the Hosting Agreement. Finalist Nations must act in a timely manner when arranging visas.

## 8. EVENT DIRECTOR AND SECURITY OFFICER

Regulation 31 is replaced with the following:

The Final Host must appoint an English-speaking Event Director to organise the Final and a suitably qualified Security Officer, in accordance with the Hosting Agreement.

## ARRANGEMENTS FOR PRESS AND MEDIA

Regulation 32 is replaced with the following:

The Final Host shall make suitable arrangements for press and media, in accordance with the Hosting Agreement.

# 10. TEAM NOMINATIONS

(a) Regulation 35(c)(ii) is replaced with the following:

A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:

Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.

Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, the Referee must sanction the substitution of that player by another player nominated for the Tie.

The ITF may amend these deadlines in advance of the Final.

# (b) Regulation 35(d)(ii) is replaced with the following:

A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.

The ITF may amend these deadlines in advance of the Final.

# V. CONDUCT OF TIES

# FINAL TIE - HOW DECIDED

11. FINAL TIE - HOW DEGREE
Regulation 36 is replaced with the following:

A Tie in the Final shall be decided by the combined results of Singles and Doubles, and the side that wins the majority of matches will be the winner.

The ITF will determine the order and schedule of play for the Final. The Final Tie shall consist of:

- (a) four singles matches;
- (b) one doubles match.

In Singles, each Team shall, subject to Regulation 35, consist of two players, who shall play against each of the opposing team. In the Doubles, each team shall consist of two players, who shall play against the opposing team. The ITF will specify in each case whether matches shall be played to the best of three or best of five tie-break sets.

Unless specified otherwise by the ITF, the order of play shall be as follows:

- (a) The first two Singles matches shall consist of the Number One ranked player of each team playing against the Number Two ranked player of the opposing team, and the order of play shall be decided by lot:
- (b) The doubles match shall consist of the two players nominated to play doubles;
- (c) The third Singles match shall consist of the Number One ranked player of each team playing each other. The Number Two ranked players shall play the fourth Singles match.

Unless specified otherwise by the ITF, the policy for playing dead rubbers is as follows:

- (a) If the third Singles match decides the outcome of the Final Tie, the fourth Singles match will not be played unless the Executive Director decides otherwise;
- (b) If the Tie is decided after the doubles match, the third and fourth singles matches must be played as scheduled unless the Executive Director decides otherwise.

If a result has not been obtained and weather or any other unavoidable hindrance forces play to be abandoned. Finalist Nations must stay and play for two additional days after the scheduled completion date for the Final, unless otherwise decided by the Executive Director. Where the Final is not completed in those two additional days, every effort must be made by the Finalist Nations and their Team Members to conclude the Final over further additional days, as directed by the Executive Director.

If any player's commitment makes it impossible for him to stay longer than two days after the agreed completion date, the Final shall be declared postponed by the Executive Director. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Final must be played and concluded. Failure to conclude a Final by the date fixed, or as provided above, shall render both teams liable to be defaulted.

The Executive Director is responsible for taking any decisions relating to the implementation of this provision on site at the Final.

# 12. INTERVAL BETWEEN MATCHES

Regulation 37 is replaced with the following:

The ITF will determine the interval between the singles matches for the Final, which may be altered by the Referee on site if the circumstances require it.

# 13. SURFACE OF COURTS, BALLS AND PLAYING CONDITIONS

(a) Regulation 38(a) is replaced with the following:

The ITF shall select the surface type of the courts to be used in the Final. The surface type shall 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 court surfaces & recognised courts: a guide to products and test methods", and must be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the ATP World Tour held in the year previous to the Tie.

If the Executive Director determines that the Final Host is unable to provide a playable match court at the scheduled starting time, or at any point during the Final, the Executive Director shall in his absolute discretion have the power to delay and/or call off the match and/or Final. The ITF (in consultation with the Final Host) will reschedule the match and/or Final as soon as practicable,

without forfeiture against either Finalist Nation. Any dispute (except between the ITF and the Final Host, which shall be governed by the dispute resolution clause in the Hosting Agreement) shall be settled by the Davis Cup Committee.

The ITF shall bear no liability to any Finalist Nations (or any of its Team Members), the Final Host or any other persons or entities for any loss incurred as a result of a delayed, cancelled or rescheduled match and/or Final.

# (b) Regulation 38(b) is replaced with the following:

The pace of the courts to be used in the Final, excluding grass and clay surfaces, must have a measured ITF Court Pace Rating between twenty four (24) and fifty (50) inclusive when using the ball selected by the ITF for the Final. The ITF may conduct on-site testing to determine the Court Pace Rating.

#### (c) Regulations 38(c), 38(e), 38(g) and 38(h) are replaced with the following:

The responsibilities of the Final Host in respect of the artificial lighting, court dimensions, court covers and minimum height to the ceiling requirements for the Final are set out in the Hosting Agreement.

# (d) Regulation 38(i) is replaced with the following:

The ITF shall select the balls to be used in the Final, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber (with six (6) new balls) of the same brand to be provided at each change.

# 14. MATCH AND PRACTICE COURT AVAILABILITY AND PRACTICE ON COURT

Regulations 39(a)-(d) are replaced with the following:

The Final Host is required to provide sufficient and suitable access to the match and practice court(s) during the Final, and to provide Finalist Nations equal access to those courts, in accordance with the Hosting Agreement.

# 15. COMMENCEMENT AND CESSATION OF PLAY

Regulation 40 is replaced with the following:

The ITF shall determine the times for the commencement and cessation of play during the Final to ensure that play is completed under reasonable conditions, in accordance with the Hosting Agreement. The times for cessation of play shall be decided by the Referee.

## VI. COURT OFFICIALS

# 16. APPOINTMENT OF OFFICIALS

Regulation 42(a), (d), (e) and (f) and Article 11 of Appendix E are replaced with the following:

# In advance of the Final, the following appointments will be made:

(a) The Davis Cup Committee will appoint one or two Referee(s) with ITF Gold Badge certification (as required).

# (b) The ITF will appoint:

- a. One Assistant Referee with at least ITF Silver Badge certification (if required);
- b. A sufficient number of Neutral Chair Umpires with ITF Gold Badge certification;
- c. A sufficient number of Review Officials with extensive Review Official experience at the Davis Cup World Group, Fed Cup World Group and/or Grand Slam level; and

## d. One Chief Umpire with at least ITF Silver Badge certification.

(c) The Final Host will appoint: a sufficient number of Line Umpires (subject to ITF approval), a Chief of Ballkids, Ballkids, an Independent Doctor and stringer (with at least one stringer operational from four days prior to the start and for the duration of the Final).

If not provided by the ITF, the Final Host must provide uniforms for the officials listed in this provision.

17. REFEREE – DUTIES AND POWERS
Regulations 43(a) and 43(c) are replaced with the following:

- (a) The Referee shall arrive to the Final Ground by the date specified by the ITF; and
- (b) The Referee shall call a meeting of the two Captains (with the date to be specified by the ITF) so that all three can sign a statement of arrangements to be made for the Final and the official functions.

Regulation 44(d) does not apply to the Final.

## VII. FINANCE

# 18. ALLOCATION OF GROSS RECEIPTS

Regulation 49 is replaced with the following:

Gross Receipts for the Final will be allocated in accordance with the terms of the Hosting Agreement.

# 19. EXPENSES - OFFICIALS

Regulation 52 is replaced with the following:

The fees, accommodation, subsistence and travelling expenses of any officials appointed by the ITF for the Final will be paid in accordance with the Hosting Agreement.

# VIII. SPONSORSHIP AND OWNERSHIP OF RIGHTS

# 20. OWNERSHIP OF RIGHTS

Regulation 58(b) is replaced with the following:

The commercial rights of the Final Host in relation to the Final are set out in the Hosting Agreement.

The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Team Sponsors will be set out in the Commercial Letter.

21. ADVERTISEMENTS
Regulation 59 is replaced with the following:

The advertising rights of the Final Host in relation to the Final are set out in the Hosting Agreement.

22. TELEVISION

Regulation 60(a) is replaced with the following:

All Media Rights are the property of the ITF. The ITF controls and negotiates all television rights in relation to the Final. Income and eventual costs from the sale of these television rights with regards to any Final matches are to be split between the ITF, Final Host and the two Finalist Nations, as determined by the ITF.

23. FACILITIES FOR THE TITLE SPONSOR, INTERNATIONAL SPONSORS AND THE ITE Regulation 62 and Appendix G (section on the ITF, title sponsor and international sponsors) are replaced with the following:

The rights of the ITF, title sponsor and international sponsors in relation to seating/tickets and hospitality at the Final are set out in the Hosting Agreement.

# 24. PROGRAMME AND PUBLICITY MATERIAL

Regulation 65 is replaced with the following:

The requirements applicable to the Final Host in respect of the Final programme and other publicity material for the Final are set out in the Hosting Agreement.

# 25. DATA RIGHTS AND OBLIGATIONS

Article 2(c) of Appendix J does not apply to the Final. The data rights granted to the Final Host, including those set out in Appendix 2(c) of Appendix J, will be set out in the Hosting Agreement.

The Final Host will have the following obligations in respect of Data rights:

- (a) to assist the ITF in its efforts to exercise the Data rights under Appendix J; and
- (b) to comply with all of the obligations also applicable to National Associations under Article 3 of Appendix J.

# SCHEDULE 1

## WI-FI SERVICE MINIMUM STANDARDS

1. The following definitions shall apply in this Schedule 1:

"prohibited websites" means any and all websites which contain pornography, illegal content of any kind, illegal drugs promotion, racism, fraudulent or suspicious content, content that promotes gambling, gaming and/or any other activity with an entry fee and a prize, or any offensive material, and such other websites as are notified to the National Association by the ITF in writing from time to time.

"user" means any user of the Wi-Fi service:

"user data" means all information provided by users or collected in respect of users in connection with their use of the Wi-Fi services;

**"Wi-Fi service"** means the wireless networking technology that provides wireless high-speed internet and network connections free of charge to members of the public on site; and

"Wi-Fi provider" means the provider of the Wi-Fi service.

2.Wi-Fi service shall be available free of charge to the members of the public on sit at a minimum in all hospitality areas, commercial areas and court area.

3. Unless otherwise agreed in writing between the National Association and the ITF, all intellectual property rights in and to any and all user data shall vest jointly in the ITF and the National ITF and the National Association automatically upon creation and the ITF and the National Association shall each be entitled to use, exploit, assign, and license user data without the prior written consent of the other, subject to applicable data protection legislation. The National Association agrees to do, and procure that the Wi-Fi provider does, all acts and executes all documents as may be necessary to give effect to rights granted in this paragraph 3.

4.The National Association shall procure that:

a. The privacy policy for the Wi-Fi service is prominently made available to users on registration for the Wi-Fi-service and that it notifies users that user data will be shared with the National Association and the ITF and used for the following purposes: marketing, analytics, and service improvement; and

b. The Wi-Fi provider prominently presents to users (when user data is first collected) marketing consent wording to enable the National Association and the ITF to send marketing communications to users, such marketing consent wording to be agreed in writing by the National Association and the ITF prior to the commencement of the Wi-Fi service.

5. Upon the written request of the ITF, the National Association shall provide, or shall procure that the Wi-Fi provider provides, all user data in such format and at such frequency as the ITF may reasonably request, including notice of which users have and have not consented to receiving marketing communications from the National Association and the ITF.

6.The National Association agrees at all times to ensure that users are clearly notified that the Wi-Fi service is not provided by the ITF and such notice shall clearly identify the Wi-Fi service as the provider of the Wi-Fi services.

7.The National Association agrees at all times to ensure that no prohibited websites are accessible by users via the Wi-Fi service.

8.Unless otherwise agreed in writing between the National Association and the ITF, the National Association warrants and represents that:

a.It has the full right, title and authority to grant to the ITF the rights in the user data under paragraph 3 of this schedule 1; and

b.The Wi-Fi service complies, and shall continue to comply, with all applicable laws, guidance and mandatory codes of practice relating to the processing of personal data and privacy and the provision of Wi-Fi services.

#### **APPENDIX G**

# SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

The Unless stated otherwise, for all World Group and Zone Group I and II Ties (save for the Final see Appendix F), seats/tickets and hospitality in Regulations 33,33 and 62 must be provided as follows:

#### **VISITING NATION**

#### Complimentary Tickets/Hospitality

- 12 seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- Up to 10 seats, in priority positions, in the Presidential Box for the VIP's of the Visiting Nation.
   Hospitality must also be provided free of charge for these 10 places.
- 3) 50 (World Group), 100 (Davis Cup Final) or 25 (Zonal Competition) first category daily tickets.

Where a stadium does not include any boxes, the Visiting Nation's complimentary tickets must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their 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 6.

These seats must be positioned at one location.

#### **Purchased Tickets/Hospitality**

- 1) For the Davis Cup Final, additional seats may be purchased, subject to availability, for its
- The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), withsave that the Visiting Nation shall have the entitlement at a minimum to purchase 500 first category tickets—(700 Davis Cup Final). The seats in each price category must be positioned together in significant numbers.

The Visiting Nation must confirm to the Home Nation within 20 days of being advised of the venue/ticket prices whether or not it wishes to take up its option to purchase such tickets. The balance of the 10% must be located in a block starting in the area directly behind the team bench of the visiting Nation, unless otherwise agreed by the ITF.

#### Hospitality

When requested, at least 30 days before the Tie, the Home Nation will provide to the Visiting Nation a reasonable sized facility on-site for hospitality for the official party of the Visiting Nation (maximum 50 people— 100 in the case of the Davis Cup Final). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

#### ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

## **Complimentary Tickets/Hospitality**

 Up to six seats in the Presidential Box for the VIPs of the ITF and seating for Title Sponsor and International Sponsors where requested. In the Presidential Box for the Davis Cup Final

- a) 24 seats for the senior representatives of the Title Sponsor and International Sponsors attending the Davis Cup Final
- b) Seats for the following persons (and their partners) attending the Davis Cup Final:
  - ITF Board of Directors
  - Davis Cup Committee
  - Up to 4 members of the ITF's senior executive staff
- c) The Presidents (and their partners) of other World Group Davis Cup Nations attending the Davis Cup Final shall, provided adequate notice is given, be entitled to receive complimentary seats where available.

All persons receiving complimentary seats in the Presidential Box must also be provided with hospitality by the Home Nation.

Up to an aggregate of 310 (World Group), 350 (Davis Cup Final) or 210 (Zonal Competition)
daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF.

Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' complimentary seats must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their 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 6. These seats must be positioned at one location.

#### **Purchased Tickets/Hospitality**

- The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 day, at face value. The seats in each price category must be positioned together in significant numbers.
  - Such tickets must be in a good location and will be purchased by the ITF and confirmed 30 days before the Tie.
- 2) For the Davis Cup Final, the ITF and International Sponsors are entitled to purchase 5% of the available tickets less the number previously allocated as complimentary (see above). The Title Sponsor is entitled to purchase 10% of the available tickets.
  - All 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 1050 first category tickets per day, at face value. The seats in each price category must be positioned together in significant numbers.
- 2) 3)—The ITF, Title Sponsor and International Sponsors shall be entitled to purchase 750 hospitality passes (1,000 in the case of the Davis Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc. but does not include local taxes. The ITF, Title Sponsor and International Sponsors 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.

#### APPENDIX H

#### **WELFARE POLICY**

Any team member coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player or team (together "Player Support Team Member"), any player, and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff memberpersonnel of any Nation, Competition host (whether a Nation or other entity) or the ITF, including (without limitation) officials, tournament directors, staff members, volunteers, consultants, agents, sponsors, health care providers, and members of the media (together "Credentialed "PersonPersons") shall conduct himself/herselfthemselves in a professional manner at all times and in accordance with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined collectively as "Covered Persons".

Commented [HM11]: This is a revised definition that is only changed in substance to expand and cover the Host's personnel

# a. Elements of the Welfare Policy.

- i. Application
  - a) Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.
- ii. Unfair and/or Discriminatory Conduct
  - a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.
  - b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.
- iii. Abuse of Authority; Abusive Conduct
  - a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.
  - b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.
  - c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

# iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged. In addition, the following conduct is specifically prohibited:

- a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.
- b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.
- c) Covered Persons shall not engage in sexual harassment for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.
- d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the

jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b below.

#### v. Other matters

- (a) Criminal Conduct Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.
- (b) Conduct in General Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

#### b. Violations/Procedures

- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, the ITF shall promptly investigate the matter. Upon request by the ITF, the ITF Internal Adjudication Panel shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.
- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF may determine that the complaint does not merit further action. If the ITF determines that the complaint does merit further action, after notifying the accused individual of the charge(s), it shall refer the matter to the ITF Internal Adjudication Panel. After and giving the accused individual the opportunity to present his or her views, either in person or in writing, the ITF Internal Adjudication Panel may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF may deem appropriate.
- iii. The ITF Internal Adjudication Panel reserves the right to extend to any or all ITF Tournaments a suspension or other disciplinary action taken against a Covered Person by a National or Regional Association or other tennis organisation such as the Women's Tennis Association and Association of Tennis Professionals or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above. The ITF Internal Adjudication Panel reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above. The ITF Internal Adjudication Panel may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of

investigations being conducted by other tennis organisations as specified above and/or relevant authorities.

- iv. Decisions of the ITF Internal Adjudication Panel may be appealed to the Independent Tribunal in accordance with Regulation 15.
- v. Any decision of the ITF Internal Adjudication Panel pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF Internal Adjudication Panel.

### **APPENDIX I**

### RECIPROCITY

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all Davis Cup Ties, a suspension or other sanction issued against a Covered Person (as defined in Appendix H - ITF Welfare Policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any other tennis organisation including National Associations, the Grand Slam Committee, Women's Tennis Association and Association of Tennis Professionals.

The ITF Internal Adjudication Panel shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other tennis organisation or any other relevant authorities. The ITF Internal Adjudication Panel may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities he considers appropriate in his absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

#### **APPENDIX J**

# RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE DAVIS CUPFINAL

- 1 Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Davis Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Davis Cup team (participants) for the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either the Team Sponsor or one (1) local sponsor approved by the ITF), in the event that their team participate in the Davis Cup Final.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
- a) The rights are restricted to use in connection with each participant's status as a member of his Davis Cup team and must only be used in materials featuring no less than four (4) participants;
- b) Such images may only be used by sponsors as part of their association with the Davis Cup and in connection with references to the Davis Cup Final featured in the photography or visual reproduction or representation. No participant's image shall be used as a commercial endorsement of any of the sponsors' product or service;
- c) Where such images are used by a Team Sponsor or ITF approved local-sponsor, the use shall be restricted to within the geographic territory of the National Association only;
- d)-All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF:
- e) No participant'simage will be used in a manner that is materially more prominent than the images of other participants used;
- f) In any event the rights are granted for a period of up to one (1) year.
- Note 1: For the purpose of guidance for sponsors, ITF will apply the following scope and duration restrictions:
- i. Title Sponsor rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Davis Cup Final.
- ii. International Sponsors rights may be used on a worldwide basis for a maximum of one (1) month from the date of the Davis Cup Final. Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. Rights may not be used for any form of on-pack advertising or promotion.
- iii. Team Sponsor or ITF approved local sponsor the use shall be restricted to scope and duration defined in Paragraph 2 above and in addition, restricted to within the geographic territory of the National Association only.

#### APPENDIX K

#### **DATA RIGHTS**

#### 1. Definitions

The following terms shall have the following ascribed meanings:

- "Data rights" shall mean the right to in any way use or create or assemble official data including without limitation the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data including but not limited to the Live scoring rights.
- "Match period" shall mean in respect of each match the period commencing at the start of that match and expiring 30 seconds after conclusion of the last game in said match.
- "Live scoring rights Scoring Rights" shall mean the right to exercise Data rights during the applicable Data rights.Match Period.
- "Official Data" shall mean any order of play/schedule, draw, scoring (including, limitation live match scores/in-match incident such as match starting, challenge, a point being scored, number of aces etc.) Andand/or other statistical information relating to the competition, any Tie and/or the participants therein, howsoever generated and including without limitation PAT Data;
- "PAT Data" shall mean player performance analysis data and/or other data or information collected by and/or with the co-operation of the and/or team and/or National Association and/or analysis derived therefrom during a match in the competition by means of any system of player analysis technology that is approved by ITF for use in the Competition.

### 2. Data rights

The ITF will have the exclusive right to exercise the Data rights including without limitation the Live scoring rights in respect of any and all Ties and/or any and all elements of the <a href="mailto:competition">competition</a>. Each National Association will assist the ITF in its efforts to exercise the Data rights.

<u>The</u> TF hereby confirms that each National Association may on a royalty free basis use Official Data by the following means:

- (a) The right to use the Official Data excluding PAT Data in National Association official publications and on official websites, mobile applications and/or other media outlets provided that any such use takes place after the applicable Data rights and is for nongambling purposes;
- (b) The right to supply the Official Data excluding PAT Data to official sponsors and/or suppliers of the national team provided that any such supply takes place after the Data rights and is for non-gambling purposes; and
- (c) The right to use the Official Data excluding PAT Data for in-venue purposes (including by way of example and not limitation on in-venue scoreboards) before the expiry of the Data rights for non-gambling purposes;

In addition the host broadcaster of a Tie in the Zone Group competition and (if applicable) the licensees of traditional broadcast television in the host country may use Official Data in their live and/or delayed transmissions of that Tie provided that:

- (i) such use is an integral part of the transmission of the television signal of the Tie;
- (ii) the Official Data is not used in connection with gambling or for gambling purposes; and
- (iii) the Official Data used relates only to the Tie which is being broadcast.

In addition ITF confirms that where ITF provides a live score centre of any match on the ITF website the National Associations may request ITF's permission to incorporate a link on their respective official websites that enables viewers to access and view such live score centre. ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with ITF directions.

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

#### 3. Data rights protection

National Associations shall not allow or authorise the dissemination, transmission, publication or release of any Official Data and/or any match score or other related statistical data from the venue of any Tie.

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 Official Data and/or any match score or other related statistical data or for purposes relating to gambling shall be prohibited and each National Association shall take reasonable steps to enforce such prohibition (including without limitation by means of venue regulations, ticket conditions and accreditation terms), save for incidental use within editorial reporting. The exception to this provision is National Association and/or ITF credentialed personnel when used in the performance of their duties.

The National Associations shall co-operate with the ITF in relation to:

- any system or scheme that the ITF implements for the exercise, collection, supply and/or licensing (in each case by the ITF itself or via an appointed third party) of Live scoring rights;
- any measures that the ITF takes to protect the exclusivity of Live scoring rights and the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Official Data .

ITF and the National Associations shall at all times co-operate with and comply with the requirements of the tennis anti-corruption program.

### 4. PAT Data exploitation

ITF has, subject to the rules of tennis, agreed that players and national teams using approved PAT systems may collect, collate, assemble and store PAT Data from games and matches played in the competition subject to the following conditions:

- (i) During the Tie the National Associations, team members, coaches and players Team Members and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data shall only use such PAT Data for internal analysis and coaching purposes of the respective player and/or team and such use shall be strictly subject to rule Rule 30 of the rules Rules of tennis Tennis
- (ii) Each National Association, team, team member, coach and playerTeam Member shall and undertakes to procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data at any time 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 4(i) above or that have otherwise been pre-approved in writing by ITF and shall take such steps as ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, in particular but without limitation no PAT Data or analysis or product derived therefrom shall be used or supplied to any third party for any purpose related to betting and/or gambling;
  - ensure that ITF shall be 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

ITF shall be free to use such PAT Data and authorise third parties to use such PAT Data for

any purposes;

(iii) In the event that such PAT Data is accessed by unauthorised third parties and/or ITF reasonably believes that PAT Data and/or PAT equipment and/or services are being used for any purposes in breach of these Regulations ITF shall be entitled to rescind its approval and the national teams, coaches and players will immediately cease use of the PAT system pending resolution.

### **Board of Directors**

David Haggerty (USA) (Chairman), Katrina Adams (USA) (Vice President), Anil Khanna (IND) (Vice President), Rene Stammbach (SUI) (Vice President), Martin Corrie (GBR), Sergio Elias (CHI), Ismail El Shafei (EGY), Bernard Giudicelli (FRA), Jack Graham (CAN), Thomas Koenigsfeldt (DEN), Celia Patrick (NZL), Mary Pierce (FRA), Aleksei Selivanenko (RUS), Stefan Tzvetkov (BUL), Bulat Utemuratov (KAZ), Mark Woodforde (AUS).

#### Davis Cup Committee

Bernard Giudicelli (Chairman), Angelo Binaghi (ITA), Armando Cervone (ARG), Michael Downey (GBR), Ismail El Shafei (EGY), Stephen Healy (AUS), Bulat Utemuratov (KAZ), Slobodan Zivojinovic (SRB).

### The Executive Director:

Kris Dent, Senior Executive Director Professional Tennis ITF Ltd, Bank Lane Roehampton London SW15 5XZ Tel: (44) 20 8878 6464 executive.director@ITFtennis.com

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# THE FED CUP REGULATIONS

# "Various" proposals to amend for 2018

### Key:

Blue underlined – The motion is to add these words

Stricken through (in any colour) - The motion is to delete the words stricken through.

Green underlined – Pre-existing wording where the motion is to move such wording within the frame of the rule.

# 1st ROUND HOME TIE FOR THE PREVIOUS YEAR'S FINALISTS

A proposal to enable finalist nations to capitalise on the success of their team in the previous year. World Group Finalists would be given the option to have Choice of Ground in their 1<sup>st</sup> Round tie the following year, even if they were not due to have Choice of Ground as per the Home and Away sequence. This would enable them to showcase their team on home soil with extra exposure for National Association (NA) commercial partners and the competition as a whole. However if the finalist nations do not wish to host, then the other nations in question would have Choice of Ground, as otherwise would have been the case.

# 22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
  - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation.
  - ii) In the first round only, if the Nation otherwise entitled to choice according to Regulation 22(a)(i) is playing one of the two World Group finalist Nations from the previous year's Competition, then prior to it being determined as the Nation with Choice of Ground the finalist Nation shall have the option to take Choice of Ground. If the finalist Nation makes that choice, on the next two occasions the two Nations meet, the Choice of Ground will be with the Nation that lost its choice pursuant to this Regulation. To exercise such right the finalist Nation must notify the ITF in writing by no later than thirty (30) days after the Competition Draw.

If this is one of these is not applicable, then

- iii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.
  - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the

purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice.

- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
    - In this case the Nation with Choice of Ground is considered to have exercised such choice.
    - ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
      - a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
        - 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.
      - b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
  - ii) In exceptional circumstances the Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

# **Report from Board of Directors**

### PRACTICE AND MATCH COURT AVAILABILITY

A proposal to decrease organisational requirements and reduce costs for host nations:

- Reduction of the availability of the match court by one day.
- Reduction of the availability of the practice court by one day.
- Reduction of the number of practice courts by one.

### 35. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

The match court must be available for practice at least <u>four\_three\_days</u> before the Tie is due to start. In addition, one indoor practice court of exactly the same surface as, and in close proximity to, the match court should be freely available to both teams during the <u>four\_three\_days</u> before the Tie is due to start and during the period of the Tie.

The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case, the Visiting Nation shall have priority in the practice schedule.

If <u>hard court is the selected playing surface</u> hard court, 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 teams during the <u>four three</u> days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of only two days before the Tie is due to start.

- (b) Outdoors:
  - The match court must be available for practice at least four three days before the Tie is due to start.
  - In addition, two\_one practice courts of exactly the same surface as, and in close proximity to, the match court, must be freely available to both teams during the five four days before the Tie is due to start and during the period of the Tie.
- (c) In the case of a temporary clay court, a minimum of four days must be allowed from the start date for the construction of the court to the first day of practice.
- (d) All courts required for practice under sections (a) and (b) must be ready by no later than 9am on the indicated day and be in a condition suitable for competitive play as determined by the Referee.
- (e) All practice sessions on site during the week of a Fed Cup Tie will remain open. The court area will be restricted to the Competing Teams, Team personnel and ITF Officials only, as well as any other individual deemed appropriate by the Referee.
- (f) Practice on the match court must at all times before and during the period of the Tie be at the discretion of the Referee.

# **Report from Board of Directors**

# **COURT PACE RATING (CPR) VIOLATIONS: PROPOSED NEW PENALTIES**

A proposal to introduce additional discretionary penalties that can be considered by the Internal Adjudication Panel in the case of CPR violations, with the specific intent to rebalance the disadvantage suffered by the visiting nation when the host nation has laid a court outside the parameters set for CPR in the Regulations. The proposal is to add:

- Home nation to lose right to choice of ground against the visiting nation.
- Financial compensation to the visiting nation.

### 34. SURFACE OF COURTS AND PLAYING CONDITIONS

(b) Court Pace Rating (CPR)

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

If on-site testing establishes that the court does not comply with the required Court Pace Rating, the Home Nation shall be subject to one or more of the following penalties as determined by the ITF Internal Adjudication Panel:

- Reduction of Fed Cup Ranking Points;
- Fines;
- Ineligibility for all or part of Regulation 45 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasion(s) when the Nation is entitled to choice, either generally and/or specifically against the Visiting Nation the next time they are scheduled to play and the Nation in question is entitled to Choice of Ground;
- Relegation to a lower division of the Competition;
- Disqualification for the current year and/or entry refused for future Competitions;
- Provision of financial compensation to the Visiting Nation.

### **Report from Board of Directors**

### **REVIEW OF CLOTHING REGULATIONS**

A proposal to allow a National Association's own logo (non-commercial) on the front, back or collar of a players' shirt with the size not to exceed 13 sq. cm.

Other small changes to the rule are proposed as follows:

- Article II, 3(e) Warm-up Clothing (Sweater, Jacket): a proposal to make obligatory something
  which is already accepted practice i.e. to have the country name on the back of the team
  tracksuit.
- Article II, 3(c) Team Identification: the final sentence in this paragraph should be removed. It is understood it was included at a time at which this requirement changed from only applying at the higher levels of the competition, to all levels. Now that it has been in place for some years at all levels, it should be removed, as the whole of the Code of Conduct applies at all levels, and it could therefore lead to misinterpretation of the other parts of the Code.

### ARTICLE II: PLAYER ON-SITE OFFENCES

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### 3. DRESSES AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

. . .

# (c) TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of her shirt or she shall dress in national colours. Team identification shall be in accordance with the official Fed Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

# (d) IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Fed Cup ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

### 1) Shirt, Sweater or Jacket

# i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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) Front, Back and Collar

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 logo which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

. . .

# (e) WARM-UP CLOTHING (SWEATER, JACKET)

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 the approval of the Referee prior to wearing warm-up clothing during a match.

A The team's country name <u>must be displayed</u> on the back of the warm-up clothing, <u>which</u> is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and pre-draw press conferences.

# **Report from Board of Directors**

### **REVISION OF THE ELIGIBILITY RULE**

A proposal to clarify NA rights in relation to consulting the Internal Adjudication Panel in matters related to eligibility.

- Moves old Regs 30.7 and 30.8 to 30.3 and 30.5 (respectively), to improve the chronological flow of the rule.
- Regulation 30.4: Amended so that the Executive can approve an application where the
  player meets the criteria for more than one country. (However should two NA's disagree the
  matter would still be forwarded to IAP). This means we can take swifter action to consider
  these applications, and the Executive's decision would still be subject to an appeal.
- Regulation 30.5: as well as moving the existing wording, because the Executive will now be
  able to consider applications under Regulation 30.4, they need the power to ask for
  evidence that shows a player's eligibility to play for a nation.

### 30. ELIGIBILITY OF PLAYERS AND CAPTAINS

30.1 Age Eligibility

Only Players who have reached their fourteenth birthday by the first day of the Tie (for the World Group and World Group II) and the Monday of the week of a Zone Group Event may participate in the Fed Cup Competition.

30.2 Eligibility to Represent a Nation

Any tennis player who is in good standing with her National Association in accordance with Appendix D shall be <u>eligible qualified</u> to represent that Nation as a player or Captain if:

- <u>a)</u> She has not previously represented any other Nation in Fed Cup (excluding Junior Fed Cup) or the Olympic Tennis Event; and
- <u>b)</u> (i) Is a citizen of that Nation and has held a current valid passport of that Nation for a minimum of 2 years (24 months) or:
  - (ii) Is a citizen of that Nation, but in circumstances where that Nation does not issue its own passport has held a qualifying passport issued by or on behalf of that Nation for a period of two years (24 months) which confirms the player's place of birth as that Nation or;
  - (iii) If after a consecutive period of five years (60 months) residence in that Nation can provide a genuine reason for being unable to hold or make application to hold a current valid passport where:
    - (a) She was born, or has a parent or grandparent born in that Nation; or,
    - (b) She has obtained or procured the right to remain permanently or has been granted humanitarian protection in that Nation.

30.73 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation 30.2, on the basis that the full circumstances warrant an exception being made. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.

30.43 If a player is <u>eligible qualified</u> under this sub-section Regulation 30.2 or 30.3 to represent more than one Nation and the National Association of one of those Nations wishes to nominate her to represent it, that Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.

The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters. The decision of the ITF Executive may be appealed to the ITF Internal Adjudication Panel. (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing, must detail the basis for the appeal, and must be filed with the ITF Executive within fourteen (14) days of notification of the decision. (save that tThere shall be no right of appeal against the ITF Internal Adjudication Panel's decision).

- 30.58 The ITF Executive and the ITF Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.
- \_30.64 A player who has represented, or has been eligible to represent a Nation and such Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those Nations.
- 30.<u>75</u> A player who has represented, or has been eligible to represent a Nation and such Nation is absorbed in whole or in part by another Nation, shall immediately be eligible to represent such other Nation.
- 30.6-8 A player shall be deemed to have represented a Nation in Fed Cup if she shall have been nominated at the time of the draw.
- 30.7 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation, on the basis that the full circumstances warrant an exception being made.
- 30.8 The Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

### **Report from Board of Directors**

### TERMINOLOGY IN THE REGULATIONS: ITF REPRESENTATIVE AND VIP

A proposal to review the terminology used for ITF representatives on site and VIP's.

- References to VIPs in general to become "Delegates".
- References to ITF Representative (operations) to become "ITF Event Manager".
- (Non-regulatory references to ITF VIPs to become "ITF Representatives").

### **APPENDIX F**

# MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

### 6. Facilities

The stadium and venue must have appropriate on-site facilities including but not limited to:

- (a) Locker Rooms
  - Fully equipped changing rooms of suitable international standard (one for each team).
- (b) Players' Lounges
  - Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.
- (c) Anti-doping testing facilities
- (d) Public Address System
- (e) ITF Offices
  - The ITF Representative Event Manager and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities.
  - At all Ties, the Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct dial land line telephone and high-speed internet access..
- (f) Media Conference Room
  - Player interview room with easy access from the court and changing rooms.
- (g) Media Work Area
  - Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.
- (h) Television
  - The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual.
- (i) Photographers
  - The court/stadium must have appropriate positions arranged courtside for photographers to be approved by the ITF as per these Regulations and the operations manual.
- (j) Public Facilities
  - Public toilets (which must be free of charge), catering and parking.
- (k) On-Court Equipment
  - The stadium must be able to accommodate all on-court equipment such as scoreboards, line umpires, dais, etc.

### 8. Official Organiser

One person, the official organiser (see Regulation 27), with suitable languages must be available to liaise at all times with the ITF Representative Event manager and Referee onsite to ensure a smooth running of the event.

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### 11. Communications

Walkie Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF, then they will be required for the Referee, the ITF Representative Event Manager(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the doping control team in the event that anti-doping testing takes place.

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### **APPENDIX G**

### ARRANGEMENTS FOR THE FED CUP FINAL

All arrangements for the Fed Cup Final shall be subject to approval by the Fed Cup Committee (See Regulation 10).

The ITF will inform the Home Nation of any special requirements for the Final, which will include the following:

- (a) The city where the Final is to be held must be the capital city or one of the major cities of that country or territory with an accessible international airport. There must be sufficient hotel accommodation of the highest category (maximum 45-minutes to the stadium by car) to accommodate teams, Title Sponsor and International Sponsors, media and officials.
- **(b)** There must be a minimum spectator capacity of 5,000 seats unless otherwise agreed by the Fed Cup Committee.
- (c) The appointment of representatives of the ITF Event Manager to liaise with the Home Nation. These representatives of the The ITF Event Manager must have an office on the site of the venue, to be provided by the Home Nation. The prime responsibility of these representatives the ITF Event Manager shall be to ensure that all sponsorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.
- (d) Accreditation and facilities for international press, including TV and photographers.
- **(e)** Allocation of tickets to the ITF and the Visiting Nation.
- (f) Official functions (Draw, Presentation and Closing Ceremonies, Dinners, etc). The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the first singles match on Saturday. The Closing Ceremony on court, including the presentation of the Fed Cup trophy to the Champion Nation, must take place on Sunday immediately following the last match unless otherwise agreed. If a result has been obtained after the third or fourth singles match, taking spectators and television into account, the Executive Director shall, following consultation with the Referee and the Promoter have the authority to decide that the doubles match may not be played. The Official Dinner must be held on Sunday evening.
- (g) Display of the Fed Cup Trophy on court both days. It is the responsibility of the Home Nation to provide security for the Fed Cup Trophy during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Fed Cup Trophy back to their country or territory (if away from home), clear the Trophy through customs and to pay any costs incurred.
  - It is also the responsibility of the Winning Nation to arrange the shipment of the Trophy onto the ITF the following year, clear the Trophy through customs and to pay any costs incurred.
- (h) Entertainment and requirements of the Title Sponsor and International Sponsors.
- (i) Display areas, VIP rooms hospitality areas and offices for the staff of the ITF.
- (j) Wi-Fi must be available free of charge to members of the public on site as per the guidelines set out in the Operations Manual and provided in accordance with the Terms and Conditions set out in Schedule 1 to this Appendix G.

### **APPENDIX H**

# SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

### WORLD GROUP AND WORLD GROUP II

### **VISITING NATION**

# **Complimentary Tickets**

- 1) Twelve (12) seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- 2) Up to ten (10) seats, in priority positions, in the Presidential Box for the VIP's <u>delegates</u> of the Visiting Nation. Hospitality must also be provided free of charge for these ten (10) places.
- 3) Fifty (50) first category daily tickets (one hundred (100) in the case of the Fed Cup Final) Where a stadium does not include any boxes, the Visiting Nation must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their 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.

These seats must be positioned at one location.

# **Purchased Tickets / Hospitality**

The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes),

The balance of the 10% must be located in a block starting in the area directly behind the team bench of the Visiting Nation, unless otherwise agreed by the ITF.

The Visiting Nation must confirm to the Home Nation within twenty (20) days of being advised of the venue and ticket prices whether or not it wishes to take up its option to purchase such tickets.

When requested, at least thirty (30) days before the Tie, the Home Nation will provide to The Visiting Nation a reasonable sized facility on-site for hospitality for the official party of the Visiting Nation (maximum fifty (50) people). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

### ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

### **Complimentary Tickets / Hospitality**

- 1) Six (6) seats in the Presidential Box for the <u>VIP's delegates</u> of the ITF and seating for Title Sponsor and International Sponsors where requested. In the case of the Fed Cup Final seats for the following people must be reserved:
  - ITF Board of Directors
  - Fed Cup Committee
  - Up to four (4) members of the ITF's Senior Executive staff
  - The Presidents (and their partners) of other World Group Fed Cup Nations attending the Fed Cup Final shall, provided adequate notice is given, be entitled to receive complimentary seats where available.

All persons receiving complimentary seats in the Presidential Box must be provided with hospitality by the Home Nation.

2) Up to an aggregate of one hundred eighty (180) (two hundred thirty (230) for the Fed Cup Final) daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF.

Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their 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. These seats must be positioned at one location.

### **Purchased Tickets**

The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 five hundred (500) first category tickets (seven hundred (700) in the case of the Fed Cup Final) at the lower of US\$75 each (US\$100 each in the case of the Fed Cup Final) or face value. The seats in each price category **must** be positioned together in significant numbers.

Such tickets must be in a good location and will be purchased by the ITF and confirmed thirty (30) days before the Tie.

The ITF, Title Sponsor and International Sponsors shall be entitled to purchase five hundred (500) hospitality passes (seven hundred (700) in the case of the Fed Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc but does not include local taxes. The ITF, Title Sponsor and International Sponsors 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.

# **Report from Board of Directors**

### REVISION OF THE TIMELINE FOR SENDING OUT THE COMMERCIAL LETTER

The Event Operations department sends an updated commercial letter ahead of every round to NA's, however this is not reflected in the Regulations.

### 51. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter per Tie. The Commercial Letter for the First Round, will be sent by 31st October the previous each year to be effective for the following year's Competition and for all other rounds will be sent a minimum of eight (8) weeks before the Tie to which it relates. The Commercial Letter, to be used in conjunction with the current operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements that must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the competition owned by the ITF. The Operations Manual must be fulfilled and failure to do so will be treated as a breach of these Regulations. Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire.

# **Report from Board of Directors**

### LICENCE TO USE PLAYER FOOTAGE OR IMAGES

A few amendments have been introduced following the advice of our legal consultants with regard to the licence of using player footage or images:

- The grant from players and captains has been extended to all Team Members, as they may be seen on the TV footage and in images that are used.
- It has been specified that the ITF can permit the official broadcasters, and any Fixed Venue Final Host, to use footage and images of players (and all team members). However, as per the current Regulations, this is restricted to promotion of the Fed Cup, and only if that promotion does not represent an endorsement by a player of any product or company unless that is permitted under the existing Appendix K, which is not changing in substance.
- Appendix K has had some minor clarifications:
  - Local Sponsor has been changed to Tie Sponsor for consistency with current terminology.
  - A Nation is only permitted to the image rights to one team sponsor or one tie sponsor.

# 5. RULES AND REGULATIONS

. . .

(e) Each player or Captain Team Member nominated to participate in (or otherwise attending or participating in) the Competition grants and assigns to the ITF the right in perpetuity to make, use and show and to permit our partners (i.e. Final Host and broadcasters) to make, use and show from time to time and at its the ITF's discretion, motion pictures, still pictures and live, taped or filmed television, games based imagery and other reproductions of her in connection with the promotion of the Competition without compensation for herself, her heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix K and/or as otherwise agreed by separate agreement.

# **APPENDIX K**

# RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE FED CUP FINAL

- Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Fed Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Fed Cup team ("perioduction and/or the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either the one Team Sponsor or one (1) local Tie sponsor approved by the ITF), in the event that their team participate in the Fed Cup Final.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
  - a) The rights are restricted to use in connection with each Pparticipant's status as a member of her Fed Cup team and must only be used in materials featuring no less than four (4) Participants;
  - b) Such images may only be used by sponsors as part of their association with the Fed Cup and in connection with references to the Fed Cup Final featured in the

- photography or visual reproduction or representation. No <u>P</u>articipant's image shall be used as a commercial endorsement of any of the sponsors' product or service;
- c) Where such images are used by a Team Sponsor or ITF approved <u>local sponsor</u><u>Tie</u> <u>Sponsor</u>, the use shall be restricted to within the geographic territory of the National Association only;
- d) All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF;
- e) No <u>P</u>participant's image will be used in a manner that is materially more prominent than the images of other <u>P</u>participants used;
- f) In any event the rights are granted for a period of up to one (1) year.

Note 1: For the purpose of guidance for sponsors, ITF will apply the following scope and duration restrictions:

- i. Title Sponsor rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Fed Cup Final.
- ii. International Sponsors rights may be used on a worldwide basis for a maximum of one (1) month from the date of the Fed Cup Final. Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. Rights may not be used for any form of on-pack advertising or promotion.
- iii. Team Sponsor or ITF approved local sponsor the use shall be restricted to scope and duration defined in Paragraph 2 above and in addition, restricted to within the geographic territory of the National Association only.

### **Report from Board of Directors**

### APPEALS RIGHTS ON CHOICE OF GROUND DECISIONS

It was identified that the changes made to the dispute resolution processes for 2017 onwards inadvertently resulted in appeals from Choice of Ground decisions (under Regulation 22 and Appendix A) going first to the Internal Adjudication Panel, and there being a further appeal right to the Independent Tribunal. This was instead of these being appealed directly to the Independent Tribunal which is far more efficient for NA's in such cases which are all time-sensitive. Note that the same number of steps in the appeal process exists for NA's.

In addition, Regulation 12(b) has been amended to clarify that the Referee still has on-site jurisdiction over the interpretation of the Regulations.

### III. DISPUTES AND ENFORCEMENT OF REGULATIONS

## 12. THE ITF INTERNAL ADJUDICATION PANEL

The ITF Internal Adjudication Panel shall have exclusive jurisdiction, in the first instance, over the following matters:

- (a) Any request for a decision that is <u>expressly</u> entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 30 or under Regulation 34).
- (b) 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 pursuant to Regulations 38(i) and/or 39(a)).
- (c) Any allegation by the ITF that a player, <u>Team Member or Covered Person</u> has committed <u>misconduct Misconduct</u> under the Fed Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation, <u>player</u>, or <u>any</u> other person or entity bound by <u>these</u> the <u>Rules and</u> Regulations has failed to comply with any <u>other</u> aspect of the Rules <u>or and</u> Regulations, except for:
  - (i) An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);
  - (ii) An allegation of violation of the Tennis Anti-Corruption Program (which shall be heard and determined by an Anti-Corruption Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);
  - (iii)An allegation that a player or Related Person (as defined in the Fed Cup Code of Conduct) has committed a Major Offence under the Fed Cup Code of Conduct (which shall be heard and determine determined by the Independent Tribunal, in accordance with Regulation 16); or and
  - (iv)An allegation that a player or Team Member has committed an offence under the Fed Cup Code of Conduct that is not a player Major Offence or misconduct Misconduct or a breach of the Welfare Policy (which allegation shall be resolved by the Referee of the Tie in question)
- (e) Any other dispute arising out of or relating in any way to these Regulations.

Decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, subject only to the Rights rights of Appeal appeal set out in Regulation 15.

### 15. APPEALAPPEALS FROM DECISIONS OF THE ITF INTERNAL ADJUDICATION PANEL

- (a) <u>Save where specified otherwise</u>, <u>Ddecisions of the ITF Internal Adjudication</u> Panel under <u>these\_the</u> Rules and Regulations, and decisions by a Referee sanctioning a player <u>or Team Member</u> for an offence under the Fed Cup Code of Conduct may only be challenged by way of appeal to the Independent Tribunal, which appeal may only be brought by one of the following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:
  - (i) The Nation that is the subject of the decision being appealed;

- (ii) The Team Member person who is the subject of the decision being appealed;
- (iii) The Nation of the team member person who is subject of the decision being appealed;
- (iv) Any Nation that is directly affected by the decision being appealed; and Lor
- (v) The ITF.
- (b) The Independent Tribunal may also hear any other appeals expressly referred to it under the Rules and Regulations.
- (c) Appeal proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. The Independent Tribunal will has the power to hear the appeal de novo and will have all of the sanctioning powers that the ITF Internal Adjudication Panel or Referee (as applicable) would have in relation to the facts as found by the Independent Tribunal.
  - (ed) Proceedings before the Independent Tribunal will be governed by English Law, and the Independent Tribunal will operate as an Arbitral Tribunal arbitral tribunal within the meaning of the Arbitration Act 1996.
  - (ed) Decisions of the Independent Tribunal resolving appeals from the decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, and may not be appealed or challenged in any forum, save in the English courts High Court on the limited grounds set out in the Arbitration Act 1996.

### 22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
  - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. Any meeting of two Nations in a Final in the 2018 Competition or later will not be considered for the purposes of determining Choice of Ground. If this is not applicable, then:
  - ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie
  - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.
  - In both these cases the Nation with Choice of Ground is considered to have exercised such choice.
- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation (war, political unrest, etc) to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:

- i) The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee Committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - In this case the Nation with Choice of Ground is considered to have exercised such choice.
- ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
  - a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
    - On the next two occasions the two Nations meet, the <a href="mailto:choice">choice</a> of <a href="mailto:ground">ground</a> will be with the Nation that lost its choice for the above reasons.
  - b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- iii) In exceptional circumstances the <u>Fed Cup</u> Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.
- (f) Decisions made by the Fed Cup Committee under this Regulation 22 may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules.

### **APPENDIX A**

# SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

# 16. HOST NATION

Each Nation in a Zone Group may apply to the ITF to host a Zone Group Event. Such applications must be submitted no later than the date stipulated on a prescribed form provided by the ITF. In selecting the venues for the Zone Group Events, consideration will include the following:

- The number of courts available, court surface and other facilities
- ii) The number of officials available
- iii) The availability and price of hotel accommodation
- iv) Airport accessibility
- v) Previous organisational experience of international tennis events

The Host of the Zone Group I, II or III event may be changed at any time by the Committee due to an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances the Committee may decide that the event be postponed in order that it may be played at the venue selected by the original host. <u>Decisions made by the Fed Cup Committee under this paragraph may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules.</u>

### **Report from Board of Directors**

### HOSTING A TIE IN OVERSEAS TERRITORIES

The ITF was asked to consider whether a NA organising a home tie in an overseas territory of their country was consistent with the Constitution, even if that territory was a member in its own right (whether Class B or Class C). Having consulted all the relevant committees it was determined that such possibility was indeed consistent and should be permitted, provided the formal permission of the territory's own NA and the Fed Cup Committee is given.

### 22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
  - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. If this is not applicable, then
  - ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location:
  - (i) within their own country or territory, or
  - (ii) within an overseas territory or associated state of that country, subject to the consent of any relevant ITF-member National Association of that territory or state (even if that National Association is not participating in the Competition), and to the approval of the Fed Cup Committee. unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.
  - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice.

- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation (war, political unrest, etc.) to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - i) The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
    - In this case the Nation with Choice of Ground is considered to have exercised such choice.
  - ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.

- a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
  - 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.
- b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
- iii) In exceptional circumstances the Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

## **Report from Board of Directors**

### **REFEREE'S POWERS**

The Referee's general powers to penalise misconduct by a captain have been extended to any Team Member which is defined as "including, without limitation, its players, extra players, Captain, coaches, trainers and other player support personnel and team members nominated to participate in, or otherwise attending or participating in the Competition". The wording has been clarified as follows:

- The Referee has this power in relation to misconduct taking place before and during the period of the Tie.
- Removal includes the discretion for the Referee to remove accreditation, and order removal and denial of access for the remainder of the tie, subject to using best efforts to obtain approval of the Executive Director.

### 39. REFEREE - POWERS

- (a) The Referee is the on-site representative of the ITF, and is responsible for ensuring the uniform administration and interpretation of the Fed Cup Regulations, the Rules of Tennis, the operations manual, the Fed Cup Code of Conduct and the ITF Duties and Procedures for Officials.
- **(b)** The Referee shall have the <u>following</u> power <u>and discretion in relation to Team Member misconduct before and during the period of the Tie:</u>
  - (i) in the case of the Captain, he/she may to give a formal warning to a Captain and, after two warnings, may remove him/her from his/her duties for the match in course and/or for any or all of the following remaining matches of that Tie, in which case the Captain may be replaced only by a member of the nominated team. The Referee may also remove the Captain without a formal warning for a single incident of misconduct if in his/her discretion it is warranted: and/or-
  - (ii) in the case of any Team Member, including the Captain, remove the Team Member's accreditation, order his/her removal from the site, and/or order continued denial of access for a specified period of time or for the remainder of the Tie. However, prior to removal of accreditation, removal from site and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the Executive Director.
  - <u>In addition to removal, the Captain</u> <u>Team Captain is subject to the applicable provisions and penalties of the Fed Cup Code of Conduct.</u>
  - The Captain shall be allowed to sit on the court beside the chair of his/her team but he/she may not move away from that area. Apart from his/her team, he/she may talk to the Chair Umpire and to the Referee. He/she may not talk to any Line Umpires. In addition to removal, the Captain is subject to the applicable provisions and penalties of the Fed Cup Code of Conduct.
- (c) The Referee may also make a recommendation to the Fed Cup Committee Internal Adjudication Panel that a Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Fed Cup Competitions.
- (d) The Captain shall be allowed to sit on the court beside the chair of his/her team but he/she may not move away from that area. Apart from his/her team, he/she may talk to the Chair Umpire and to the Referee. He/she may not talk to any Line Umpires.
- (ed) Prior to or during the course of the Tie, the Referee may, in his/her discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 34. However prior to calling of the Tie, the Referee must obtain the approval of the Executive Director or his designee.
- (f) All decisions of the Referee are final.

### **Report from Board of Directors**

### VARIOUS AMENDMENTS TO APPENDIX B - CODE OF CONDUCT

Please find below a list of required changes to the Code of Conduct as proposed by our legal advisers. The reason for each change is explained in the bullet points below:

- Article I:
  - o Amends to reflect that the Code of Conduct applies to all Team Members.
- Article II: On-Site Offences:
  - Section 1 clarifying that the site of a Fed Cup Event includes any official venue or location of official functions.
  - Section 5, 10, 12, 15, 16, 17 updated wording in line with Davis Cup (and other ITF Regulations), to clarify that an egregious or flagrant breach will constitute a Major Offence.
  - Section 6 Failure to Complete a Match should also constitute a Major Offence, in circumstances of an egregious or flagrant breach. This is in line with the ATP, WTA and the Pro Circuits.
  - o Section 10, 12, 13, 14, 15, 16, 17 amended so that it is an offence for a Team Member who acts in that way.
  - Section 11 has been expanded so that players have a duty to ensure their entire team acts in an appropriate manner, not just a "coach", which has always been interpreted as for non-team captain coaches. However, the use of this offence in the case of team member misconduct would not be automatic. The Referee would primarily use Regulation 39 or the other Code of Conduct On-Site Offences that relate to a team member, in order to take action against a team member (to fine and/or remove them) without affecting the play through the imposition of point penalties or defaults. The priority remains that the match should be won and lost by the players on the court, not by others' conduct off court.
  - Section 17 removed wording that excluded conduct that fell under other offences from being unsportsmanlike conduct. This is now consistent with ATP and WTA wording.
  - o Section 19 clarifying that point/game penalties cannot be appealed, as the match will have been completed and therefore the penalties cannot be undone.
  - Section 20 inserting that the Referee has the power to remove accreditation and deny a person access to the site, if they commit an offence that warrants default from the remainder of the Tie, but only after attempting to obtain the approval of the Executive Director.
  - o Section 24 clarifying that only the offence itself, and/or a fine imposed can be appealed, not any point penalties or defaults.
- Article III: Major Offences
  - o These can also be committed by persons other than the Player.
  - Removal of the Major Offence that is committed when a player has an anti-doping rule violation. This offence is dealt with in the Tennis Anti-Doping Programme. The repayment of prize money will be revised and included in Regulation 7.
  - o The Review Board may constitute only one person. These amends are in line with the Circuit Regulations.
- Articles V and VI were incorrectly numbered.

# **APPENDIX B**

# FED CUP CODE OF CONDUCT ARTICLE 14: GENERAL

### 1. PURPOSE

The ITF promulgates this Fed Cup Code of Conduct (the "Code") in order to maintain fair and reasonable standards of conduct by players and Captains—Team Members in the Fed

Cup Competition. The public is entitled to see the game of tennis played according to uniform rules at its highest professional standards and players who adhere to these standards should not suffer on account of a player or other team member who acts irresponsibly before the tennis public and the game. Fed Cup Ties and to protect their rights, the rights of the public and the integrity of the sport of Tennis.

### 2. APPLICABILITY

- (a) This Code shall apply in all matches of the Fed Cup Competition, including the Zone Group Events.
- (b) All teams including and players, Captains and coaches Team Members shall at all times be subject to this Code and the Official Rules of Tennis. Any reference to players in this Code shall apply to all Team Members where appropriate. Each team member who is nominated to participate in the Competition shall accept that this Code, the Regulations and the Official Rules of Tennis, then in effect, are binding on her or him.

# 3. UNITED STATES DOLLARS

All monetary fines set forth in the Code are in US Dollars.

### ARTICLE II: PLAYER ON-SITE OFFENCES

### 1. GENERAL

Each player, Captain, team member/extra players, coach, trainer or officials attached to either the Home Nation or Visiting Team Member of any Nation shall, during all matches and at all times while within the precincts of the site of a Fed Cup Event (-,which shall include any official venue or location related to the Event), or otherwise in connection with a Tie, conduct him/herself in a professional manner. The provisions hereinafter set forthbelow shall apply to each player's Team Member's conduct while within the precincts of each such site.

### 2. PUNCTUALITY

Matches shall be called in accordance with the order of play. Players shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Fed Cup Events shall be the Referee's timepiece.

- (a) Any player not ready to walk on court when her match is called may be fined up to \$5,000.
- (b) Any player not ready to play within fifteen (15) minutes after her match is called may be fined up to an additional \$10,000 and shall be defaulted unless the Referee in his/her sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

### 3. DRESSES AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

# (a) 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 it

considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

### i) Grass Court Shoes

In a Fed Cup 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 ITF. 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 a 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 durometres 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 Fed Cup Event.

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.

### ii) 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 Fed Cup Events played on clay courts.

Special grass court shoes as described in section (a i.) above shall not be worn during a match on clay courts.

### (b) DOUBLES TEAMS

Members of doubles teams shall be dressed in substantially the same colours. In the case of Team Identification, this requirement will be satisfied so long as both members of the team display the Nation's name on the back of their shirts and dress in substantially the same colours or both members of the team dress in national colours.

### (c) TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of her shirt or she shall dress in national colours. Team identification shall be in accordance with the official Fed Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

# (d) IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Fed Cup ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

## 1) Shirt, Sweater or Jacket

# i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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) Front, Back and Collar

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 logo which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

### iii) Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

### iv) WTA Patch

Under the current agreement with WTA and unless otherwise decided by the ITF, an additional patch may be worn on the sleeve or front of the garment if and only if it is a WTA patch and the sponsor of the WTA does not conflict with a sponsor of the Fed Cup. The WTA patch shall not exceed three (3) square inches (19.5 sq.cm).

### 2) Skirts, Shorts or Track Suit Pants

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.

Compression shorts may be worn during a match under a skirt, dress or shorts. On compression shorts one (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identification on shorts/skirts shall be permitted.

No commercial or manufacturers identifications are allowed on the front or back of regular tennis panties.

Note: A dress for the purpose of permissible identification shall be treated as a combination of a skirt and shirt (dividing dress at waist).

### 3) 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).

### 4) Racquet

Manufacturer's identifications on racquet and strings shall be permitted.

### 5) Hat, Headband or Wristband

One (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

# 6) 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.

# 7) Other Tennis, Sport or Entertainment Event

Notwithstanding anything to the contrary <a href="hereinabove">hereinabove</a>—set forth <a href="above">above</a>—the identification by use of the name, emblem, logo, trademark, 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.

### 8) General

If utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited. 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 the 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. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the identification.

# (e) WARM-UP CLOTHING (SWEATER, JACKET)

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 the approval of the Referee prior to wearing warm-up clothing during a match.

A<u>The</u> team's country name <u>must be displayed</u> on the back of the warm-up clothing. <u>which</u> This is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and pre-draw press conferences.

# (f) CHANGE/TAPING

Any player who violates this Section may be ordered by the Chair Umpire or Referee to change her attire or equipment immediately. No taping over of such attire shall be allowed

Failure of a player to comply with such an order may result in immediate default.

### (g) FINES

Any player or Captain who violates this Section and is not defaulted shall be subject to the following fines:

### i) Unacceptable Attire and Team Identification

Violation of the provisions with respect to Unacceptable Attire or Team Identification shall result in a fine of up to \$10,000.

# ii) Manufacturer's Identification

Violation of the provisions with respect to manufacturer's identifications shall result in a fine of up to \$1.000.

### iii) Commercial Identification

Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.

### iv) Other Tennis Events

Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

### 4. LEAVING THE COURT

A player shall not leave the court area during a match (including the warm-up) without the permission of the Umpire or Referee. Violation of this Section shall subject a player to a fine up to \$6,000 for each violation. In addition, the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as hereinafter set forthset out below.

### 5. BEST EFFORTS

A player shall use her best efforts to win a match when competing in a Fed Cup Tie. Violation of this section shall subject a player to a fine up to \$10,000 for each violation. For purposes of this Rule, 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 <u>shall also constitute the Major Offence of "Aggravated Behaviour" and may shall be subject her to the additional penalties set forth in these Regulations.</u>

### 6. FAILURE TO COMPLETE MATCH

Any player nominated for any match must complete such match unless she is incapacitated by illness, accident or other unavoidable hindrance. Violation of this Section shall subject a player to a fine of up to \$ 10,000 and she shall not be eligible to represent her Nation in the next Event whether in the current Competition or subsequent Competitions. 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.

### 7. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the postmatch post-match media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. For purposes of this Rule, media obligations also include but are not limited to pre-draw, post-draw and post-match one-to-one interviews and post-draw ceremony interviews with the home and visiting teams national broadcaster, ITF TV and journalist from the official Fed Cup website.

In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Fed Cup Tie including the Final, and a press conference after the Draw Ceremony. The Pre-Draw Press-Conference may be in conjunction with a Team Sponsor in accordance with the operations manual. Violation of this section shall subject a player and/or team to a fine of up to \$10,000.

### 8. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, all teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so as determined by the Referee:-

- \* The Draw Ceremony
- \* The Opening Ceremony
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this Section shall subject a team to a fine of up to \$10,000.

### 9. TIME VIOLATION/DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) 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 service 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 penalized by a Time Violation warning and each subsequent violation, as either server or receiver, shall be penalized 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 Violation (delay of game) penalty shall be assessed in accordance with the point penalty schedule.

# 10. AUDIBLE OBSCENITY

Players Team Members shall not use audible obscenity within the precincts of the site. Violation of the Section shall subject a player Team Member to a fine of up to \$10,000 for each violation. In addition, if a player commits such violation occurs during a match (including warm-up) the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow. In circumstances that are flagrant and particularly injurious to the success of an Event, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, 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 ballkids.

### 11. COACHING AND COACHESTEAM MEMBERS

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their coaches—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, authorizing or endorsing any public statement from within the precincts of the site which have, or designed to have, an affect prejudicial or detrimental to the best interests of the competition and/or 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 <a href="mailto:eoach\_Team Member">eoach\_Team Member</a> to be removed from the <a href="mailto:site\_of\_a\_match\_stands">site\_of\_a\_match\_stands</a> or the precincts of the <a href="mailto:Tie\_site\_and">Tie\_site\_and</a> upon <a href="mailto:her\_his\_or\_her\_failure">her\_his\_or\_her\_failure</a> to comply with such order may declare an immediate default of such player.

### 12. VISIBLE OBSCENITY

Players Team Members shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a player Team Member to a fine of up to \$10,000 for each violation. In addition, if a player commits such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth 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 may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, visible obscenity is defined as the making of signs by a player the person with his/her hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

### 13. ABUSE OF BALLS

Players Team Members 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 Team Member to a fine of up to \$700 for each violation. In addition, if a player commits such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow.

For the purposes of this rule, 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.

# 14. ABUSE OF RACQUETS OR EQUIPMENT

Players Team Members 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 Team Memberplayer to a fine up to \$1,000 for each violation. In addition, if a player commits such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forthbelow.

For the purpose of this rule, 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.

### 15. VERBAL ABUSE

<u>Team Members</u> Shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the site.

Violation of this Section shall subject a <u>Team Memberplayer</u> to a fine of up to \$10,000 for each violation. In addition, if <u>a player commits</u> such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule <u>hereinafter set forthbelow</u>. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Tie, or are singularly egregious a single violation of this Section <u>shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject may subject her to the additional penalties set forth in these Regulations.</u>

For the purposes of this Rule, 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.

# 16. PHYSICAL ABUSE

<u>Team Members</u> 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 <u>Team Memberplayer</u> to a fine of up to \$10,000 for each violation. In addition, if <u>a player commits</u> such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule <u>hereinafter set forthbelow</u>. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation

of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

## 17. UNSPORTSMANLIKE CONDUCT

<u>Team Members</u>Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others.

Violation of this Section shall subject a <u>Team Memberplayer</u> to a fine of \$10,000 for each violation. In addition, if <u>a player commits</u> such violation <u>occurs</u> during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule <u>hereinafter set forthbelow</u>. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section <u>shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject <u>may subject her</u> to the additional penalties set forth in these Regulations.</u>

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the <u>Competition</u>, the <u>ITF or the</u> Sport, but that does not fall within the prohibition of any specific on site offence contained herein. In addition, unsportsmanlike conduct shall include, but not be limited to, intentional delay of play such as crossing the net to inspect a ball mark or refusing to play after being directed by the Chair Umpire to do so, 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 Competition and/or the officiating thereof.

#### 18. PARTISAN CROWD

During Fed Cup 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.

## 19. 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 Violation the Referee shall determine whether each subsequent offence shall constitute a default.

The decision of the Referee under the Point Penalty Schedule shall be final and unappealable.

#### 20. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) <u>committed by any Team Member</u> or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided under this provision may be subject to a fine of 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 as herein provided under this provision may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II 2 and 3, or as a result of a medical condition or when her doubles partner commits the Code Violation which causes the default. Default of a player from the remainder of the Tie 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.

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.

#### 21. DOUBLES MATCH

- (a) Warnings/Point Penalties/Game Penalties/Defaults Warnings/Point Penalties, Game Penalties and/or a Default if assessed for violation of this Code shall be assessed against the doubles team.
- (b) Fines
  Fines for violation of Article II, 3 b) of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

## 22. DETERMINATION OF PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all Player On-Site Offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and give written notice thereof to the Captain.

#### 23. PAYMENT OF FINES

The ITF shall deduct such Fines from the Nations distribution of Prize Money.

## 24. APPEALS

Any <u>player or Captain Team Member</u> convicted of a violation of an <u>Player On-Site Offence</u> at a Fed Cup Tie may appeal <u>the offence and/or any fine imposed</u> to the Independent Tribunal in accordance with Regulation 15.

## ARTICLE III: PLAYER MAJOR OFFENCES

## 1. AGGRAVATED BEHAVIOUR

No player or Related Person (Defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Fed Cup Tie at the request of the player or any other Related Person) at any Fed Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

i). One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".

- ii). One incident of behaviour that is flagrant and particularly injurious to the success of the Fed Cup, or is singularly egregious.
- iii). A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Fed Cup.
- iv) A violation of Regulation 7 whereby Fed Cup results of a player are disqualified as a consequence of an anti-doping rule violation at the Fed Cup or at any other event or elsewhere.

Violation of these Sections 1-3this Section by a player, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Fed Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition.

Violation of these sections 1-3 this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and or the Fed Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of her participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

## 2. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player 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, she 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 or Related Person has at any time behaved in a manner severely damaging to the reputation of the Sport, she 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, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition

Violation of this Section shall be <u>Aggravated Behavior</u> and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and/or the Fed Cup Competition.

## 3. DETERMINATION AND PENALTY

The ITF shall investigate all facts concerning any alleged Major Offence. All players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player or rRelated pPerson (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The player or Related Person must furnish such information within seven business days of the making or such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article <u>3</u>III.C, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

#### **Review Board**

The ITF shall identify one or more three individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and, to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to each of those three the Review Board Member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the player or Related Person and any other party with a Right of Appeal under Regulation 15, and (subject to the Rights of Appeal set out at Regulation 15) the matter shall not proceed any further.

When the Review board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, 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, and;
- (d) The player or Related Person's entitlement to respond to the notice of charge in one of the following ways:
- (i) To admit the <u>major offence Major Offence</u> (s) charged, and accede to the consequences specified in the notice of charge;
- (ii) To admit the <u>major offence Major Offence</u> (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 Major Offence (s) charged, and to have the independent tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing:
- (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the independent tribunal, he/she 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 or Related Person's receipt of the notice. The request must also state how the player 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 or other 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 Notice of Charge, or the player or other 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 or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

Provisional suspension If (and only if):

- (a) The player or Related Person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and
- (b) The Review Board has completed its review and has concluded that the player or Related Person in question has a case to answer in respect of that Major Offence;

Then the ITF may notify the player or Related Person\_in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her 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 chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

A player or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Fed Cup.

## Hearing

If the player or other person charged exercises his/her 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 15, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

#### 4. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for <del>Player</del> Major Offences shall be deducted from the prize money earned by the <del>player's person's</del> National Association.

## **ARTICLE IV: WELFARE POLICY**

Each team member of each Nation that enters and/or participates in the Competition, and any Player Support Team Member of each team member and each Nation that enters and/or participates in the Competition Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix I.

## ARTICLE VI: MISCONDUCT

- A. For the purposes of this article, "Covered Persons" shall have the same meaning as set out in the welfare policy in Appendix I.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct Misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article VI <u>bB</u>, "<u>misconduct Misconduct</u>" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.

- D. Any individual or National Association that believes that any Covered Person or National Association has committed <a href="misconduct\_Misconduct">misconduct\_Misconduct</a> 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 <a href="misconduct">misconduct</a> Misconduct.
- E. Upon receipt of such a complaint, the ITF shall cause an investigation to be made of all facts concerning the alleged <a href="misconductMisconduct">misconductMisconduct</a> 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.
- G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a National Association including:
  - In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Fed Cup 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 Fed Cup Ties or the Fed Cup competition;
  - 2. In the case of a National Association, disqualification in respect of the Fed Cup competition for the year wherein in which such violation of this section occurs, and/or refusal of entry for future Fed Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel, do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payments set out in Regulation 45.
  - 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 Fed Cup Ties and/or the Fed Cup eCompetition.
- H. Any Covered Person sanctioned for misconduct Misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 15.

## **Report from Board of Directors**

### FINANCIAL CONSEQUENCES OF ANTI-DOPING RULE VIOLATIONS

The proposal is to amend the provisions regarding the consequences of anti-doping rule violations to ensure better clarity in the following areas:

- The Aggravated Behaviour Major Offence in relation to an anti-doping rule violation is incompatible with the Tennis Anti-Doping Programme ("TADP"), which is where all disciplinary matters in relation to anti-doping should sit. Therefore, all references to such offences have been deleted.
- Regulation 7(c) has been amended to clarify that where a Champion Nation is relegated to runner-up as a result of the disqualification of results of one or more of its players in a Tie under the TADP, that Nation must repay the difference between the Champion and runnerup PILA. That repayment is not a fine.
- Regulation 7(d) has been amended so that any Nation who has a player's Fed Cup results disqualified will be fined a percentage of the PILA they received for that Tie, whether or not it is the Final.
- One of the consequences of an in-competition anti-doping rule violation under the TADP is that a player must forfeit any 'Prize Money' earned in that competition. Regulations 7(e) and (f) set out a mechanism to determine the amount of 'Prize Money' that falls to be forfeited under the TADP in the Fed Cup Competition.

If approved it is important for NA's to ensure that they have adequate wording in their players' contracts to enable them to enforce the regulation with specific emphasis on the possibility to claim prize money back off a player.

7. ANTI-DOPING

www.itftennis.com.

- (a) The Tennis Anti-Doping Programme (the "TADP") applies to the Fed Cup, and all Competition. All players who are entered or who participate in the Fed Cup Competition and allany of their "player support personnel" Player Support Personnel (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. The TADP may be downloaded at
- (b) Anti-doping control tests may be conducted during the competition in accordance with the TADP.
- (c) If any player's results in the <a href="Fed CupCompetition">Fed CupCompetition</a> are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the <a href="Fed CupCompetition">Fed CupCompetition</a>, except that any wins in the case of the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation which originally lost the Final being declared the Champion Nation, the Nation that originally won the Final <a href="must repay to the ITF">must repay to the ITF</a> will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where <u>a player's</u> results in a Tie other than the Final are disqualified pursuant to the TADP, her that player's Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for each singles match that she played in the Tie and 10% of that PILA component for each doubles match that she played in the Tie.
- Where a player's results in any Tie are disqualified pursuant to the TADP, the Prize Money (as defined in the TADP) to be forfeited by the player shall be the actual amount of prize money she received from her Nation for her participation in the relevant Tie. The player shall pay that amount to the ITF within 21 days of the decision confirming forfeiture. Where the player fails to pay that amount to the ITF within the deadline (or where the Nation has not yet transferred payment to the player), tThe player's Nation shall be required to pay to the ITF the prize money paid

(or owed) to the player for her participation in the relevant Tie within a deadline to be specified by the ITF. The player and/or Nation (as applicable) shall provide proof of the prize money received or paid/owed. In the absence of such proof, save where Regulation 7(f) applies, the Prize Money (as defined in the TADP) to be forfeited under the TADP (payable by the Nation to the ITF) shall be deemed to be 20% of the prize money component of the payment received by the player's Nation for the Tie for each singles match that she played in the Tie, and 10% of that prize money component for each doubles match that she played in the Tie.

(f) Where (in the ITF's view) the player and/or Nation fail(s) to provide satisfactory proof of the prize money received or paid/owed, the ITF may conduct an investigation to determine that amount, including by making a written demand to the player and/or her Nation to furnish any evidence the ITF considers relevant to its investigation (including, without limitation, bank statements and/or signed witness statements). Where the ITF establishes that the amount of prize money actually received by or owed to the player exceeds the amount of prize money that would have been deemed forfeited under Regulation 7(e), the ITF may require the player and/or Nation to pay the actual amount received/owed.

The player whose results in the Fed Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Fed Cup Code of Conduct.

- (g) All—Any financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.
- (g) Femininity Controls:

  As outlined in Appendix E.

#### ARTICLE III: PLAYER MAJOR OFFENCES

#### 1. AGGRAVATED BEHAVIOUR

No player or Related Person (Defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Fed Cup Tie at the request of the player or any other Related Person) at any Fed Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- i). One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- ii). One incident of behaviour that is flagrant and particularly injurious to the success of the Fed Cup, or is singularly egregious.
- iii). A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "**Aggravated Behaviour**", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Fed Cup.
- iv) A violation of Regulation 7 whereby Fed Cup results of a player are disqualified as a consequence of an anti-doping rule violation at the Fed Cup or at any other event or elsewhere.

Violation of these Sections 1-3this section by a player, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Fed Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition.

Violation of this section these sections 1-3 shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and or the Fed Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of her

participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

## **Report from Board of Directors**

#### **OXYGEN**

A proposal from the ITF Sport Science and Medical Commission to clarify that the use of supplemental oxygen is not permitted at any time, unless prior medical approval has been given by the ITF. If required for a medical emergency, then a player would not be permitted to continue playing.

#### **APPENDIX C**

## MEDICAL, TOILET/CHANGE OF ATTIRE BREAK AND EXTREME WEATHER CONDITIONS

### **MEDICAL**

#### a. Medical Conditions

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer (also known as the Primary Health Care Provider) during the warm-up or the match.

## • Treatable Medical Conditions

- 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.
- 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.

## Non-Treatable Medical Conditions

- Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
- Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- General player fatigue.
- Any medical condition requiring injections, or intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.
- 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.

## **Report from Board of Directors**

## PHYSICAL INCAPACITY

In 2017, the ITF Sport Science and Medical Commission (SSMC) approved new wording for all ITF Regulations relating to physical incapacity, following an incident at an ITF tournament.

The wording below is already included in all ITF Regulations (Pro Circuits, Juniors, Seniors, Beach Tennis and Wheelchair).

The content of the rule is largely the same as those of the WTA and ATP, but the ITF has made further provision for psychological issues. Note that both bodies have representation on the SSMC which supports this change.

#### **APPENDIX C**

## MEDICAL, TOILET/CHANGE OF ATTIRE BREAK AND EXTREME WEATHER CONDITIONS

## **MEDICAL**

## h. Physical Incapacity

During If any concern arises about a match, if there is an emergency player's medical condition and the player involved is (whether physical or psychological) that they are unable to make a request for a Physiotherapist/Athletic Trainer, compete, or they pose a serious health risk to players, officials or Tie organisers or staff, the Physiotherapist/Athletic Trainer and/or Independent Doctor should be called to assist the player.

If the issue arises during a match, the Chair Umpire shallshould immediately call for the Physiotherapist/Athletic Trainer Physiotherapist/Athletic Trainer and/or Independent Doctor to assist the player.

The Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Independent Doctor should inform the Referee and recommend Independent Doctor is responsible for ensuring that the player is ruled unable to compete afforded the best medical attention, that her well-being is not put at risk, and that her 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 to be played, or retired, 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 her 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.

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 The player may subsequently compete in another matchrubber at the same Tie-if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same, either that day or on a later subsequent day.

\* It is recognized that national laws or governmental or other binding regulations 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.

## **Report from Board of Directors**

## ABILITY FOR THE ITF TO COMMENCE ITS OWN INVESTIGATIONS UNDER THE CODE OF CONDUCT

A proposal to permit the ITF to conduct its own investigations under Appendix B Article V (Misconduct), and Appendix I (Welfare Policy). Currently an investigation can only be initiated after a complaint has been received. However, based on facts it becomes aware of, the ITF may wish to conduct an investigation into a possible breach of the welfare policy, even if no complaint has been received.

#### 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 Appendix H.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article VI b, "Misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.

## APPENDIX I

#### **WELFARE POLICY**

### b. Violations/Procedures

i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF—Executive Director responsible for the ITF Tournament in which the complainant participates. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, or if the ITF itself considers that there has been an apparent violation of this Welfare Policy, the ITF shall promptly investigate the matter. Upon request by the ITF Internal Adjudication Panel shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.

ii. Upon review of the complaint matter and, where appropriate, additional investigation, the ITF may determine that the matter complaint does not merit further action. If the ITF determines that the matter complaint does merit further action, after notifying the accused individual of the charge(s) it shall refer the matter to the ITF Internal Adjudication Panel.

After and giving the accused individual the opportunity to present his or her views, the ITF Internal Adjudication Panel may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF Internal Adjudication Panel may deem appropriate.

## **Report from Board of Directors**

#### PROVISION FOR THE DELEGATION OF POWER TO THE EXECUTIVE

A proposal to permit the Fed Cup Committee to delegate some power to the ITF Executive, where deemed appropriate, to approve the arrangements for Ties. This means that if there are certain matters that the committee thinks are not necessary to come to it each time for formal approval, the committee can make a standing delegation so that the ITF Executive can make exceptions in certain circumstances. This proposal significantly shortens the waiting time for nations.

#### **APPENDIX F**

## MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

These minimum standards are in addition to the requirements relating to the organisation of all World Group and World Group II Ties stipulated elsewhere in these Regulations. In addition, for a Nation hosting the Final, please see Appendix G.

The ITF must be consulted in advance if there is any doubt with regard to compliance with the points mentioned below as non-compliance may result in the relocation of a Tie and/or a fine.

The arrangements for all Ties shall be subject to approval by the Fed Cup Committee. <u>The Fed Cup Committee may delegate some of such approval power to the ITF Executive.</u> If a Nation participating in a Tie disputes a decision made by the ITF Executive in relation to the arrangements for that Tie, it may request that the decision be reviewed by the Fed Cup Committee.

## **Report from Board of Directors**

#### **OFFICIAL FUNCTIONS**

A proposal to reduce player on-site commitment by removing the obligation to attend pre-draw press conferences. In addition some other clarifications are proposed:

- Only Captains must attend a "pre draw" press-conference, which will take place at least 24 hours before the draw.
- It has been identified that the Regulations refer to the "Draw" throughout to mean three separate functions:
  - 1. The initial draw done in the middle of the year for the next year.
  - 2. The draw for the play-offs.
  - 3. The draw conducted at each tie to determine the order of play in the singles. Therefore for clarity each function now has a distinct name.
- Reg 32(a)(i): introduction of an explanation of what the "Draw" is, i.e. selection by lot of the player who will play first.
- Reg 31(a) includes a requirement that notification under this Regulation must be given to the Referee and the opposing captain. This contradicts with Reg 35(f) which requires notification to be given to the Referee, who would notify the opposing captain. This has been discussed with the ITF Head of Officiating who advises that notice under Regulation 31(a) should be given to both the Referee and opposing Captain, but other notification under this Regulation should be given to the Referee, who will inform the opposing captain.
- Reg 34 (c), (e) and (h): inclusion of wording regarding the deadline for applications to use courts that don't meet the minimum standards. This doesn't change the deadline, but makes it clearer that an application should be in as soon as possible after the Competition Draw or the completion of the previous round.
- Code of Conduct, Art II:
  - 7. Media Conference: this paragraph was not clear as to some of the media obligations, so has been redrafted without changing the substance.
  - 8. Ceremonies: the wording "under the above section" served no purpose, so it has been removed.
- Appendix G: further to a successful test at last year's Final, the new provision formalises that the Official Dinner at the Final will take place two days before commencement of play.

### 4. ENTRIES

- (a) The closing date for eligible Nations to enter shall be no later than 1st July in the preceding year.
  - (b)The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of no less than three-quarters of those present and voting. Where in any year the Annual General Meeting takes place prior to the entry deadline and/or after the <a href="Competition">Competition</a> Draw for the Competition the following year, the powers conferred on an Annual General Meeting in relation to the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of no less than two-thirds of those present and voting.
  - (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the <u>Competition</u> Draw, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group Play-off Round based on the Fed Cup Nations Ranking. If a Nation which is eligible to take part in World Group II does not enter or withdraws, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group II Play-off Round, based on the Fed Cup Nations Ranking.
  - (d) If, before the <u>Competition</u> Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries

or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations that lost in the World Group Play-off Round, based on the Fed Cup Nations Ranking. If, before the <a href="Competition">Competition</a> Draw is to take place, a Nation which is eligible to take part in the World Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations who competed in World Group II Play-off Round, based on the Fed Cup Nations Ranking. Consequential amendments to the composition of the Zone Groups shall be made by the Fed Cup Committee.

#### 14. SPECIFIC SANCTIONS FOR BREACH

(a) If a Nation withdraws from the Competition after the <u>Competition</u> Draw has been made, that Nation will not be eligible to take part in the Fed Cup in the following year, unless otherwise decided by the ITF Internal Adjudication Panel. In addition, and/or in the alternative, the ITF Internal Adjudication Panel may fine the withdrawing Nation.

#### V. WORLD GROUP AND WORLD GROUP II

## 21. THE <u>COMPETITION</u> DRAW World Group

- (a) The <u>Competition</u> Draw for the World Group, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time
- (c) Seeds
  - i) Four (4) Nations shall be seeded. Seeds 1 and 2 shall be the Finalists of the year immediately prior to the year for which the Seeds are being selected and Seeds 3 and 4 shall be in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) If two Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

## **World Group Play-off Round**

- (a) A <u>Play-Off</u> Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
- i) Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds shall be placed as follows:
    - Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line
- (d) If two Nations have met each other in two successive years in the World Group Play-off Round, in the third year they will be drawn in different sections of the draws.

## **World Group II**

- (a) The <u>Competition</u> Draw for the World Group II, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time

7.

- (c) Seeds
  - i) Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) If two (2) Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

## **World Group II Play-off Round**

- (a) A <u>Play-off</u> Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group II First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
- i) Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds shall be placed as follows:

Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7

(d) If two Nations have met each other in two successive years in the World Group II Play-off Round, in the third year they will be drawn in different sections of the draws.

### 22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
  - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. If this is not applicable, then
  - ii) Choice shall be decided by lot.
  - (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
  - (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
  - (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the <u>Competition</u> Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

## 24. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be received by the ITF for approval as follows:

- (a) In the case of World Group and World Group II Ties no later than sixty (60) days after the Competition Draw.
- (b) In the case of World Group semifinals no later than fifteen (15) days after the completion of the First Round.
- (c) In the case of the World Group and World Group II Play-offs no later than twenty one (21) days after the <u>Play-Off</u> Draw-for the <u>Play-offs</u>.
- (d) In the case of the Final no later than thirty (30) days after the completion of the semifinals.

. . .

## 27. OFFICIAL ORGANISER AND SECURITY OFFICER

Within ten (10) days of the <u>Competition</u> Draw or the completion of the previous round the Home Nation must inform the ITF of the appointment of an English-speaking official to organise each Tie (the "Official Organiser") and the appointment of a suitably qualified security officer (the "Security Officer"). ...

## 30. ELIGIBILITY OF PLAYERS AND CAPTAINS

. . .

30.6 A player shall be deemed to have represented a Nation in Fed Cup if she shall have been nominated at the time of the dDraw.

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#### 31. TEAM NOMINATIONS

- (a) Each competing Nation must, no less than ten (10) days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Fed Cup Executive Director without specifying which players shall play in singles and doubles:
  - i) A team of a minimum of three (3) players plus a playing or non-playing Captain, or
  - ii) a team of a maximum of four (4) players plus a non-playing Captain

Two (2) of the nominated players may be changed up to one (1) hour before the Draw.

Any of the above nominations may be changed up to ten (10) days prior to the Tie.

Only players nominated in accordance with the above shall be selected to play in the singles and doubles contests of that Tie.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Tie.

Different players and/or Captain may be nominated by a Nation for each Tie.

If the Captain is unable to fulfil his/her duties on court, he/she may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw must take place at the Pre-Tie Function on the day preceding the Tie and no less than 24 hours before the commencement of play, unless otherwise agreed by the ITF.

Notification <u>under this Regulation 31(a)</u> must be given to the Referee and to the opposing Captain.

- (b) Before the commencement of the Draw for the Tie each Captain must give to the Referee the names of the two (2) singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. In Zone Groups the singles ranking applicable is the one of the Monday prior to the week of the commencement of the Zone Group event. Special Rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. At the same time, the Captain shall give to the Referee the names of the doubles team.
- (c) After the Draw has been made, no variation may be made in the composition of the singles players for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for team disciplinary reasons or who, in his/her opinion, is incapacitated by illness, accident or other unavoidable hindrance.
  - Any substitute sanctioned by the Referee as a result of the withdrawal of a player for team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.
- (d) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
  - i) Notice of such change to the third singles match is given to the Referee at least one (1) hour before the scheduled start of play of the third singles match.

- ii) Notice of change with respect to the fourth singles match is given no later than ten (10) minutes after completion of the third singles match.
- (iii) If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, he/she must sanction the substitution of that player by another player nominated for the Tie.
- (e) Any substitute nominated under section (d) above for the third or fourth singles match must be a player who has not competed in the first or second singles matches.
- (f) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee within fifteen (15) minutes of the conclusion of the preceding singles match.
  - If, between the change of nomination deadline and start of play, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, he/she may sanction the substitution of the player, or both players of the team from among the players nominated for that Tie.
- (g) Before taking a decision as to the fitness of a player, the Referee must request her to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF medical certification", unless, in the opinion of the Referee, there is an obvious injury.
- (h) Any notice by a Captain under this Regulation 31(c) and (d) must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- (i) In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

#### 32. TIE - HOW DECIDED

- (a) Each Tie shall consist of four singles and one doubles.
  - In singles, each team shall consist of two players, who shall play each against each of the opposing team. The Draw shall determine the order of play on the first day, and is the random selection by lot of the player that shall be the player to play first. If that player is The Number One ranked player of each her team, she shall play against the Number Two ranked player of the opposing team, or vice versa if she is Number Two on the first day. , and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
  - ii) The Doubles match must take place after the fourth Singles match.
  - iii) Each match must be played the best of three sets with tie-break in the first two sets.
  - a) For all Ties in the World Group and World Group II;
    - With respect to the second day, if the third singles decides the outcome of the Tie, the fourth singles match will not be played and the dead doubles will be played instead.

If the fourth singles match decides the outcome of the Tie the dead doubles match will be played.

For the Fed Cup Final:

With respect to the second day, if the third singles decides the outcome of the Tie and is two full sets in duration, neither the fourth singles match nor the doubles match will be played. The closing ceremony will take place after the third singles. If the third singles is less than two full sets in duration the doubles match will be played and the closing ceremony will take place after the doubles match.

If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.

If any dead doubles match reaches one set all, the third set will be a match tie break (10 points)

All decisions relating to the implementation of this regulation shall be the responsibility of the Referee.

v) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the second day, teams are not required to stay and play for one further day to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the second day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude the Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day.

If any player's commitment makes it impossible for her to stay longer than two days after the agreed completion date, the Tie shall be declared postponed by the Referee. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded. Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

#### 34. SURFACE OF COURTS AND PLAYING CONDITIONS

(c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 1200 lux (500 lux for Zone Groups) per square metre evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one (1) metre above the playing surface.

In exceptional circumstances, this minimum may be reduced provided that the approval of the Fed Cup Committee is obtained. Applications must reach the ITF as soon as possible after the Competition Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

(e) Dimensions

For all Ties in the World Group and World Group II, there must be a space behind each base-line of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet) unless otherwise approved by the ITF. For all ties in the Zone Groups there should 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) unless otherwise approved by the ITF. Furthermore, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible after the Competition Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the line umpires 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 more than 0.914 metres (3 feet).

(h) Minimum Height to the Ceiling

There must be a space from the court surface to the ceiling of no less than 9.14 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9.14 metres clear (12 metres in the case of World Group Ties) must reach the ITF as soon as possible after the Competition Draw or the completion of the previous round and no later than the date fixed for approval of the completed Questionnaire for the Tie.

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## 51. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31<sup>st</sup> October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements that must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the competition owned by the ITF. The Operations Manual must be fulfilled and failure to do so will be treated as a breach of these Regulations.

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the <u>Competition</u> Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire.

## **APPENDIX B**

### FED CUP CODE OF CONDUCT

#### 3. DRESSES AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

## (d) IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match\_or at any press conference or Fed Cup ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

## (e) WARM-UP CLOTHING (SWEATER, JACKET)

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This warm-up clothing can only be used during the warm-up, <u>Pre-Tie Function</u>, official ceremonies and pre-draw press conferences.

## 7. MEDIA CONFERENCE OBLIGATIONS

Players and captains have the following media obligations:

## Pre-Tie:

- \* The nominated team and Captain must attend the Draw Ceremony and participate in the post-draw press conference and interviews;
- \* The Captain must attend a Pre-Draw Press Conference. The Pre-Draw Press Conference may be in conjunction with a Team Sponsor in accordance with the operations manual;
- \* For the Final, in addition to the above, the nominated team must also attend the Pre-Draw Press Conference in the week of the Final.

## Post-match:

- Lunless injured and physically unable to appear, a player or team must attend the postmatch media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause;
- \* \_\_\_\_. For purposes of this Rule, media obligations also include but are not limited to predraw, post-draw and pPThe nominated team and captain must participate in post-match one-to-one interviews and post-draw ceremony interviews with the home and visiting teams' national broadcasters, ITF TV and a journalist from the official Fed Cup website.

In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Fed Cup Tie including the Final, and a press conference after the Draw Ceremony. The Pre-Draw Press-Conference may be in conjunction with a Team Sponsor in accordance with the operations manual. Violation of this section shall subject a player and/or team to a fine of up to \$10,000.

## 8. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, all teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so as determined by the Referee:-

- \* The Draw Ceremony
- \* The Opening Ceremony on the first day of the Tie
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this Section shall subject a team to a fine of up to \$10,000.

#### APPENDIX F

# MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

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#### 14. Official Functions

The following must take place:

- Captains' Meeting (as outlined in Regulation 38)
- Pre-Draw Press Conference, held at least 24 hours before the Draw Ceremony
- <u>Draw Ceremony</u>, held the day before the Tie at least 24 hours before commencement of play. The Post-Draw Press Conference and interviews will-must be held after the ceremony:
- Official Dinner, -held during the week of the Tie.)
- Opening Ceremony on the first day of the Tie.

All venues, dates and times of the official functions are subject to prior approval of the ITF.

## **APPENDIX G**

#### ARRANGEMENTS FOR THE FED CUP FINAL

(f) Official functions (Draw, Presentation and Closing Ceremonies, Dinners, etc). The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the first singles match on Saturday. The Closing Ceremony on court, including the presentation of the Fed Cup trophy to the Champion Nation, must take place on Sunday immediately following the last match unless otherwise agreed. If a result has been obtained after the third or fourth singles match, taking spectators and television into account, the Executive Director shall, following consultation with the Referee and the Promoter have the authority to decide that the doubles match may not be played. The Official Dinner must be held on <a href="Sunday the">Sunday the</a> evening two days before commencement of play.

## **Report from Board of Directors**

### **TIE - HOW DECIDED**

A proposal to align the Fed Cup and Davis Cup Regulations and to clarify procedures as they relate to scoring:

- Reg 32(a): insertion of wording from Davis Cup Regulations setting out how the winner of a tie is decided.
- Reg 32(e):
  - o Introduction of the "no-ad" scoring method for any dead doubles match (all groups).
  - A clarification that the provision regarding a dead doubles match being played as a third set tie-break applies both to a Final and to all ties in the World Group and World Group II. As currently drafted, it could be interpreted as only applying to the Final.

#### 32. TIE - HOW DECIDED

- (a) Each Tie shall consist of four singles and one doubles. A Tie shall be decided by the combined results of Singles and Doubles, and the side which wins the majority of matches shall be the winner of the Tie.
- bi) In singles, each team shall consist of two players, who shall play each against each of the opposing team. The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
- cii) The Doubles match must take place after the fourth Singles match.
- diii) Each match must be played the best of three sets with tie-break in the first two sets.
- e) For all Ties in the World Group and World Group II;

With respect to the second day, if the third singles decides the outcome of the Tie, the fourth singles match will not be played and the dead doubles will be played instead. If the fourth singles match decides the outcome of the Tie the dead doubles match will be played.

A dead doubles match will be played according to the "No-Ad" scoring method set out in the Rules of Tennis. If a dead doubles match reaches one set all, the third set will be a match tie break (10 points).

## For the Fed Cup Final:

With respect to the second day, if the third singles decides the outcome of the Tie and is two full sets in duration, neither the fourth singles match nor the doubles match will be played. The closing ceremony will take place after the third singles.

If the third singles is less than two full sets in duration the doubles match will be played and the closing ceremony will take place after the doubles match.

If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.

A dead doubles match will be played according to the "No-Ad" scoring method set out in the Rules of Tennis. If any dead doubles match reaches one set all, the third set will be a match tie break (10 points).

All decisions relating to the implementation of this regulation shall be the responsibility of the Referee.

√f) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the second day, teams are not required to stay and play for one further day to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the second day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude the Tie. If

the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day.

If any player's commitment makes it impossible for her to stay longer than two days after the agreed completion date, the Tie shall be declared postponed by the Referee. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded. Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

#### **APPENDIX A**

## SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

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#### 4. ORDER OF PLAY

The order of play in each Tie must be as follows: Number Two vs Number Two

Number One vs Number One

**Doubles Match** 

When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score <u>using the "No-Ad" scoring method set out in the Rules of Tennis</u>, unless otherwise decided by the Referee. <u>If a dead doubles match reaches one set all, the third set will be a match tie-break (10 points).</u> When a knock-out format is used, the Referee may decide, after taking into account such factors as weather, spectators and television, to cancel the doubles match if the Tie has already been decided.

## **Report from Board of Directors**

### TRANSGENDER POLICY

The ITF's policy on gender eligibility is outdated and not aligned with current views on gender identity in society and how that translates into sporting competition. The ITF has sought legal advice, and also reviewed the IOC's latest position (set out in Guidelines agreed at an IOC Consensus Meeting on Sex Reassignment and Hyperandrogenism, in November 2015), and the WTA's policy.

In general, the ITF needs to move to be more permissive of participation by transgender athletes in the competition designated for their transitioned gender. The position reached by the IOC (with which we are coming into alignment with) is on the basis of latest medical and scientific opinion, and therefore the ITF would be unjustified in placing higher restrictions than the IOC has set out in its guidance.

In structural terms, it is proposed that references to gender eligibility should be removed from all the various Regulations, and instead those Regulations should refer to a single ITF Transgender Policy. That policy will then be consistent across all ITF competitions, and can be amended by the Sport Science and Medicine Commission and the ITF Executive as practice in this area develops (based on scientific evidence) without needing to change each and every set of Regulations and wait until the appropriate time in the calendar. The policy will be approved later this year by the ITF Board of Directors and subsequently will take effect from 1 January 2018 and applied to all ITF events.

In relation to female competitions, the following is the essence of the policy, which is consistent with the WTA's policy:

- A male transitioning to a female will be eligible to participate if they declare that they are female, have had a low level of testosterone (less than 10 nmol/L) for at least 12 months before playing as a female and that low level remains throughout participation in competitions. This is contrary to previous requirements, which were more stringent (see below);
- A female who is transitioning to be a male is not eligible to participate as a female if they are undergoing hormonal treatment.

The Fed Cup Regulations are being amended as follows:

- Removal of all references to "gender controls". This concept is no longer acceptable, and because of the change proposed, there will no longer be a need to do on-site "testing" of gender. Rather, a player will have their eligible gender approved prior to attendance on site;
- Appendix E is replaced, and simply refers to the new Transgender Policy.

## 7. ANTI-DOPING

- (a) The Tennis Anti-Doping Programme (the TADP) applies to the Fed Cup, and all players who participate in the Fed Cup and all of their "player support personnel" (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. The TADP may be downloaded at www.itftennis.com.
- **(b)** Anti-doping control tests may be conducted during the competition in accordance with the TADP.
- (c) If any player's results in the Fed Cup are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the Fed Cup, except that any wins in the case of the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation which originally lost the

- Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where player's results in a Tie other than the Final are disqualified pursuant to the TADP, her Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for each singles match that she played in the Tie and 10% of that PILA component for each doubles match that she played in the Tie.
- (e) The player whose results in the Fed Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Fed Cup Code of Conduct.
- (f) All financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.
- (g) Femininity Controls:

  As outlined in Appendix E.

## **APPENDIX D**

## **DEFINITION OF "GOOD STANDING" OF A PLAYER**

For the purposes of Regulation 30, the term "good standing" in connection with a player shall be defined as follows:

## One whom:

- (a) is not under a suspension imposed by her National Association, by the ITF or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF.
- **(b)** is accepted by her National Association as being under its jurisdiction while competing in events for which her Association has nominated her.
- (c) makes herself available for selection for official team championships and the Olympic Tennis Event and accepts the jurisdiction of her National Association while competing in events for which it has nominated her.
- (d) respects the spirit of fair play and non-violence at all times.
- **(e)** accepts the conditions of entry of the events she enters, including the conditions of any Code of Conduct adopted for those events.
- **(f)** agrees to undergo any medical control, including—<u>Anti-Doping testinggender control</u> and tests, -which are in operation at any event, which she enters.

#### **APPENDIX E**

## FEMININITY CONTROLSTRANSGENDER POLICY

The ITF will deal with any cases involving transgender players in accordance with the principles set out in the ITF Transgender Policy, which can be found on the ITF website: www.itftennis.com.

#### **Gender verification**

In any competition, a player may be required upon request to submit to gender verification to determine sexual status.

In the event that the gender of a player is questioned, the medical delegate (or equivalent) of the ITF shall have the authority to take all appropriate measures for the determination of the gender of a competitor.

The results of any tests conducted will not be made public out of deference to the human rights of the individual concerned but will be reported to the chairman of the ITF sport science and medicine commission who shall advise the board of directors of the gender of the player concerned.

Failure by a player to submit to testing upon the request of the ITF shall subject the player to immediate suspension from the competition until such time as the appropriate testing is carried out in accordance with these regulations.

#### **Transsexuals**

Any individuals undergoing sex reassignment from male to female before puberty are regarded as girls and women (female), while those undergoing reassignment from female to male are regarded as boys and men (male).

Individuals undergoing sex reassignment from male to female after puberty (and the converse) are eligible for participation in female or male competitions, respectively, under the following conditions:

- A. Surgical anatomical changes have been completed, including external genitalia changes and gonadectomy.
- B. Legal recognition of their assigned sex has been conferred by the appropriate official authorities.
- C. Hormonal therapy appropriate for the assigned sex has been administered in a verifiable manner and for a sufficient length of time to minimise gender-related advantages in sport competitions.
- D. Eligibility should begin no sooner than two years after gonadectomy. In all instances, a confidential case by case evaluation will occur.

## **Report from Board of Directors**

## SPLITTING LARGER ZONE GROUP EVENTS

A proposal to allow zone group events to be split into two separate events where possible, but without changing the number of teams promoted. This will make it viable for an event to be hosted by more than one nation and aligns with the Davis Cup Regulations.

#### **APPENDIX A**

#### SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

## 2. FORMAT OF PLAY AND DATES

Each Zone Group Event must be played over a maximum of seven days at one <u>or more</u> venues, as determined by the Fed Cup Committee, depending on the number of nations in the group. The Fed Cup Committee will decide the venue and the dates for the various groups. Each group will be played on a Round Robin and/or Knock-Out format as decided by the Fed Cup Committee."

## **Report from Board of Directors**

## THE FED CUP REGULATIONS

## Fixed Venue Final proposals to amend for 2018

Enclosed are two sets of Fed Cup Regulations with various amends to give effect to a Fixed Venue Final (FVF). The Board is still considering the format of the FVF, with the input of the Fed Cup Committee and other relevant stakeholders. Confirmation will be provided at or before the AGM on which set will be voted on.

The potential options are:

- 1. Fixed Venue Final 2 with no change to the World Group and World Group II;
- 2. Fixed Venue Final 4 with 16-team World Group.

The general methodology used has been to widen Appendix G, moving all FVF-only specific items here, whilst maintaining a link to the main body of the Regulations where necessary.

## Key:

Blue underlined – The motion is to add the words underlined in blue.

Struck through (in any colour) - The motion is to delete the words Stricken through.

Highlighted in yellow - Those changes that need to be made in order to give effect to the FVF.

Highlighted in orange - Those changes that need to be made in order to give effect to the 16-team World Group.

Highlighted in blue - During the drafting process, some further changes were identified by our external lawvers or our in-house counsel.

Highlighted in green – Some additional minor miscellaneous amends.

While these blue and green changes do not specifically relate to the FVF, it was logical to make the changes in the body of this document.

#### **Report from Board of Directors**

#### I. THE COMPETITION

#### 1. TITLE

The Competition, the ITF Team Championship for women, shall be called the Fed Cup.

## 2. OWNERSHIP

The Competition, including the Zone Group Events, shall be owned and managed by the International Tennis Federation, hereinafter referred to as the "ITF". References to the International Tennis Federation shall hereafter mean ITF Limited.

#### 3. NATIONS ELIGIBLE

- (a) The Competition shall be open only to <u>National Tennis Associations that are</u> Class B Members of the ITF.
- (b) Every country or territory that is represented by Class B Members entitled to take part Each such National Tennis Association participating in the Competition is hereinafter be referred to as a "Nation" or "National Association", and the Nation heldingthat last won the Championship is hereinafter referred to as the "Champion Nation".
- (c) Notices issued in connection with the Competition shall be sent to the National-Tennis Associations of the competing Nations.
- Note 1: The Board of Directors agreed that Pacific Oceania be granted an extended dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth to include players from Associate Member Islands only and to exclude players from Australia and New Zealand until such a time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right when the future participation of Pacific Oceania would be reviewed.
- Note 2: The 1996 AGM agreed that the Organisation of Eastern Caribbean States (OECS) be granted dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth until such time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right, when the future participation of OECS would be reviewed.

#### 4. ENTRIES

- (a) The closing date for eligible Nations to enter the Competition shall be no later than 1st July in the preceding year.
- (b) The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of no less than three-quarters of those present and voting. Where in any year the Annual General Meeting takes place prior to the entry deadline and/or after the Draw for the Competition the following year, the powers conferred on an Annual General Meeting in relation to the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of no less than two-thirds of those present and voting.
- (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the Draw, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group Play-off Round based on the Fed Cup Nations Ranking. If a Nation which is eligible to take part in World Group II does not enter or withdraws, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group II Play-off Round, based on the Fed Cup Nations Ranking.
- (d) If, before the Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries or territories, or is

absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations that lost in the World Group Play-off Round, based on the Fed Cup Nations Ranking. If, before the Draw is to take place, a Nation which is eligible to take part in the World Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations who competed in World Group II Play-off Round, based on the Fed Cup Nations Ranking. Consequential amendments to the composition of the Zone Groups shall be made by the Fed Cup Committee.

(e) Notwithstanding any other provision of these Regulations, the ITF has the absolute right to refuse to accept a Nation's nomination of any individual to participate as a Team Member in the Competition. The ITF may exercise that right as it sees fit, with or without providing reasons.

#### 5. RULES AND REGULATIONS

- (a) The Competition shall take place in accordance with these Regulations Fed Cup Regulations, including the attached appendices, which include the Fed Cup Code of Conduct at Appendix B (together, the "Regulations"), the Constitution of ITF Limited, the Rules of Tennis, the Fed Cup Code of Conduct (hereinafter set forth in Appendix B)—and the Fed Cup Operations Manual and Commercial and Operational Guidelines Letter (see Regulation 51) (collectively, the "Rules and Regulations"), and the Tennis Anti-Doping Programme and Tennis Anti-Corruption Program (see Regulations 7 and 8).
- In submitting an entry a Nation, and its team members, including the Ca undertake to abide by and fulfil all their obligations under these Rules and Regulations and the Fed Cup Code of Conduct. Any Nation and its team members, including the Captain, failing to honour this undertaking shall be subject to penalties as prescribed in these Rules and Regulations or the Fed Cup Code of Conduct respectively. In submitting an entry, a Nation, its Officers, Directors, Employees, Repre and its team members agreeand/or participating in the Competition, a Nation, and each of its "Team Members" (including, without limitation, its players, extra players Captain, coaches, trainers and other player support personnel and team members nominated to participate in, or otherwise attending or participating in the Competition), <u>agrees to be bound by and to comply with the Rules and Regulations. Any Nation or</u> other entity (including any of its officers, directors, employees, representatives consultants, agents and volunteers) responsible for hosting a Tie (including the Final) agrees to be bound by and to comply with the Rules and Regulations. Each Nation and each of its Team Members and any host of a Tie (including the Final) who breaches any of its/his/her obligation(s) under the Rules and Regulations shall be subject to the applicable penalties set out in the Rules and Regulations
- Subject to Regulation 5(d), below, in submitting an entry, a Nation and each of its officers, directors, employees, representatives and Team Members agrees, as a condition of entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present erand future claims and injuries, if any sustained in travelling to and/or from, and/or participating in the Competition, against each of the ITF, the Home-Nation/Host Nation, the Final Host and any Sponsors of the Competition.
- (d) Nothing in these Regulations excludes or limits the liability of the ITF, Home/Host Nation, Final Host or Sponsors of the Competition (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.
- Insurance The National Association shall ensure that appropriate travel, medical, and personal accident, including repatriation insurance is in place for their players and

Commented [HM1]: This was identified in late 2017 as a gap in all ITF regulations. Most sporting bodies have a general power to refuse entry. It provides a "catch-all" in the event that something occurs which is not covered by any other Regulations but where we would want to refuse entry for a particular reason.

Commented [HM2]: These changes are to improve the regulatory link that the ITF has over participants and Nations, i.e. that by participating in the competition all Team Members, Nations, or host of the Final, agree to be bound by the Rules and Regulations. This draws on wording that was already included in the Code of Conduct.

In addition, a definition for Team Member has been included that is then used throughout the Regulations where appropriate.

Commented [HM3]: The changes in (c) and (d) are to make the exclusion of liability comply with English law, which does not permi anyone to waive liability for death or personal injuries caused by negligence, or for fraud. It also ensures that the exclusion doesn't overstep any other applicable law that may restrict what the ITF can exclude its liability for.

Player Support Team Members while travelling to and from and whilst training and participating in Fed Cupthe Competition and shall bear the cost of such insurance.

(ef) Each player or Captain nominated to participate in the Competition grants and assigns to the ITF the right in perpetuity to make, use and show from time to time and at its discretion, motion pictures, still pictures and live, taped or filmed television, games based imagery and other reproductions of her in connection with the promotion of the Competition without compensation for herself, her heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix K and/or as otherwise agreed by separate agreement.

## 6. TROPHIES THE TROPHY

The Trophy presented by the ITF shall be awarded to and retained each year by the winner of the World Group and shall remain the property of the ITF.

After the Final, it is the responsibility of the Champion Nation to arrange for the shipment of the Fed Cup Trophy:

- (a) back to its country or territory, clear the Trophy through customs and to pay any costs incurred; and
- (b) to the ITF the following year, clearing the Trophy through customs and paying any costs incurred.

#### 7. ANTI-DOPING

- (a) The Tennis Anti-Doping Programme (the "TADP") applies to the Fed Cup, and all Competition. All players who are entered or who participate in the Fed CupCompetition and allany of their "player support personnel" Player Support Personnel (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. The TADP may be downloaded at www.itftennis.com.
- (b) Anti-doping control tests may be conducted during the <u>competition</u> in accordance with the TADP.
- (c) If any player's results in the <a href="Feel-Cup">Feel-Cup</a>Competition</a> are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the <a href="Feel-CupCompetition">Feel-CupCompetition</a>, except that any wins in <a href="He-case-of">the Final</a> that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation which originally lost the Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where player's results in a Tie other than the Final are disqualified pursuant to the TADP, her Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for each singles match that she played in the Tie and 10% of that PILA component for each doubles match that she played in the Tie.
- (e) The player whose results in the Fed Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Fed Cup Code of Conduct.
- (f) All financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.
- (g) **Femininity Controls:**As outlined in Appendix E.

#### 8. ANTI-CORRUPTION

The Tennis Anti-Corruption Program applies to the <u>Fed Cup, and any player or other</u> covered person Competition. Any player who is entered or who participates in the Competition and any other Covered Person (as defined in the Tennis Anti-Corruption Program) who enters or participates in the Fed Cup shall be deemed to have agreed to be

bound by and to comply with all of its provisions. The Anti-Corruption Program may be downloaded at www.tennisintegrityunit.com.

#### **II. MANAGEMENT**

#### 9. BOARD OF DIRECTORS

#### (a) Management

The Fed CupCompetition shall be managed by the Board of Directors of the ITF which may intervene in the organisation of any Tie to protect the best interests of the Competition.

#### (b) Duties

The duties of the Board of Directors shall be:

- Where an entry has been accepted, to refuse the further participation of such Nation in the Competition, if in its opinion the participation of that Nation may result in any aspect of the Competition being endangered, in accordance with Regulation 4(b).
- ii) To determine that Ties shall not be played on the home courts of a Nation for an agreed period of time if 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 the safety of the participants.
- iii) To decide disputes arising in connection with financial matters.
- iv) To report to the Annual General Meeting on all financial matters.
- v) To amend the Regulations of the Competition consequently upon decisions taken at the Annual General Meeting.
- vi) To decide the scale of prize money.
- vii) To register in the name of the ITF any trade marks in connection with the Competition and to protect such trade marks.
- viii) Other duties as set out in these Regulations.

At least half the Directors must be present at a meeting for a decision of the Board to be valid. All decisions shall be based on require the vote of a majority vote of Directors to be passed, unless (1) Regulation 4(b) applies (in which case at least nine Directors must be present and at least two third of Directors present and voting support the resolution); or (2) the Chairman calls for a postal vote (in which case the required majority shall be two-thirds of all the Directors).

### 10. THE FED CUP COMMITTEE

The Board of Directors shall appoint every two years a Fed Cup Committee, consisting of a Chairman (who must be a member of the Board of Directors) and up to seven further members. Each of them must be from a different Nation, which Nation must have played in the <a href="Fed-CupCompetition">Fed-CupCompetition</a> in at least five separate years. For these purposes the President of the ITF shall be deemed not to come from any Nation.

- (a) The duties and powers of the Fed Cup Committee shall be:
  - i) To manage the World Group, World Group II and Zone Group Events.
  - To administer the funds of the Competition within the financial framework of the ITF.
  - iii) To use the funds of the ITF for any necessary expenditure in the general interests of the Competition.
  - v) To report to the Board of Directors on all financial matters.
- (b) The Fed Cup Committee shall submit regular reports to the Board of Directors.

#### 11. THE FED CUP EXECUTIVE DIRECTOR

- (a) The Executive Director shall implement and enforce the decisions of the Board of Directors, the Fed Cup Committee, the ITF Internal Adjudication Panel and Independent Tribunal and CAS relating to the Fed Cup Competition.
- (b) The Executive Director shall co-ordinate the arrangements for the Competition.
- (c) For the purposes of correspondence and the issue of notices required by these Regulations, the Executive Director shall be the representative of the Board of Directors

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

#### 12. THE ITF INTERNAL ADJUDICATION PANEL

The ITF Internal Adjudication Panel shall have exclusive jurisdiction, in the first instance, over the following matters:

- (a) Any request for a decision that is entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 30 or under Regulation 34)-
- (b) Any dispute or question about the proper interpretation of these Regulations.
- (c) Any allegation by the ITF that a player has committed misconduct under the Fed Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation or any team member or other person or entity bound by these Regulations has failed to comply with any other aspect of the Rules or Regulations, except for:
  - (i) An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);
  - (ii) An allegation of violation of the Tennis Anti-Corruption Program (which shall be heard and determined by an Anti-Corruption Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);
  - (iii) An allegation that a player or Related Person (as defined in the Fed Cup Code of Conduct) has committed a Major Offence under the Fed Cup Code of Conduct (which shall be heard and determine by the Independent Tribunal, in accordance with Regulation 16); or
  - (iv) An allegation that a player has committed an offence under the Fed Cup Code of Conduct that is not a Major Offence or misconduct or a breach of the Welfare Policy (which allegation shall be resolved by the Referee of the Tie in question)
- (e) Any other dispute arising out of or relating in any way to these Regulations.

Decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, subject only to the Rights-of Appeal set out in Regulation 15.

#### 13. PROCEDURES BEFORE THE ITF INTERNAL ADJUDICATION PANEL

(a) Matters referred to the ITF Internal Adjudication Panel will be governed by the ITF Internal Adjudication Panel Procedural Rules. Where the ITF Internal Adjudication Panel upholds an allegation of breach of the Rules and Regulations, it will determine the sanctions for such breach in accordance with the sanctions provisions of the ITF Internal Adjudication Panel Procedural Rules, unless thesethe Rules and Regulations specify the sanctions for such breach (whether in Regulation 14 or elsewhere in these Rules and Regulations), in which case the ITF Internal Adjudication Panel will apply such specific sanctions.

(b) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

#### 14. SPECIFIC SANCTIONS FOR BREACH

(a) If a Nation withdraws from the Competition after the Draw has been made, that Nation will not be eligible to take part in the Fed Cup Competition in the following year, unless

- otherwise decided by the ITF Internal Adjudication Panel. In addition, and/or in the alternative, the ITF Internal Adjudication Panel may fine the withdrawing Nation.
- (b) If after the ITF has approved the arrangements made for playing a Tie, a Nation fails to send a team to compete in such Tie, that Nation shall be deemed to have defaulted. It shall be liable for all reasonable expenses including general travelling expenses incurred by the ITF, and/or the other Nation or Nations concerned in the Tie up to the date when notice of default was received by the ITF. In addition, the ITF internal Adjudication Panel may impose a fine on the defaulting Nation. Any claim for the expenses under this paragraph must be made within two months of the date fixed for the conclusion of the Tie. The defaulting Nation shall be allowed one month from the date of the notification to pay all claims and expenses and fines and shall not be eligible to enter the Competitions until such sums have been paid in full.
- (c) If a Nation fails to carry out the sponsorship requirements contained in section XI of these Regulations (Sponsorship and Ownership of Rights) without the consent of the ITF, the ITF Internal Adjudication Panel may:
  - (i) Impose a fine on that Nation and/or;
  - (ii) Rule that Nation ineligible to receive payments and/or;
  - (iii) Order forfeiture of that Nation's Choice of Ground on the first occasion on which it is entitled to such choice in the following Competition; and/or;
  - (iv) Disqualify that Nation from one or more future Competitions.
- (d) A Nation that fails to pay a fine within three months shall not be allowed to participate in the <a href="mailto:competition">competition</a> until the fine is paid in full, unless otherwise decided by the ITF Internal Adjudication Panel.
- (e) Where a Nation fails to make any payments, either to the ITF or to another Nation, the ITF Internal Adjudication Panel shall 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 competitionCompetitions until its liabilities under this Regulation have been fully discharged.
  - A creditor Nation must file a claim with the ITF Internal Adjudication Panel within four calendar months of the conclusion of the Tie concerned giving particulars of the amounts due to it in respect of general travelling expenses, subsistence and details of the Gross Receipts (if known).
- (f) For all other breaches of the Rules and Regulations, the ITF Internal Adjudication Panel shall impose such consequences as it sees fit in all the circumstances of the case, such as:
  - (i) Disqualification from the Competition for the year in which such failure occurred; and/or
  - (ii) Disqualification from the Competition for future year(s) and/or:
  - (iii) A fine; and/or
  - (iv) Withholding all or part of the payments to that <u>nationNation</u> set out in Regulation <u>4545.</u>
- (h) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

## 15. APPEAL APPEALS FROM DECISIONS OF THE ITF INTERNAL ADJUDICATION PANEL

- (a) Decisions of the ITF Internal Adjudication Panel under thesethe Rules and Regulations, and decisions by a Referee sanctioning a player for an offence under the Fed Cup Code of Conduct may only be challenged by way of appeal to the Independent Tribunal, which appeal may only be brought by one of the following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:
  - (i) The Nation that is the subject of the decision being appealed;
  - (ii) The Team Member who is the subject of the decision being appealed;

- (iii) The Nation of the team member Team Member who is subject of the decision being appealed;
- (iv) Any Nation that is directly affected by the decision being appealed; and <u>/</u>or(v) The ITF.
- (b) Appeal proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. The Independent Tribunal will have to hear the appeal de novo and will have all of the sanctioning powers that the ITF Internal Adjudication Panel or Referee (as applicable) would have in relation to the facts as found by the Independent Tribunal.
- (c) Proceedings before the Independent Tribunal will be governed by English Law, and the Independent Tribunal will operate as an <u>Arbitral Tribunal arbitral tribunal</u> within the meaning of the Arbitration Act 1996.
- (d) Decisions of the Independent Tribunal resolving appeals from the decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, and may not be appealed or challenged in any forum, save in the English court on the limited grounds set out in the Arbitration Act 1996.

# 16. PLAYER MAJOR OFFENCES

- (a) Any allegation by the ITF that a player or a Related Person has committed a Major Offence under the Fed Cup Code of Conduct shall be referred to and determined by the Independent Tribunal, sitting as a first instance arbitral panel. Proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. If the allegation is upheld, the Independent Tribunal will have the power to impose the sanctions specified in the Fed Cup Code of Conduct.
- (b) The ITF<u>and/or</u> the player<u>and/or Related Person</u> may appeal the Independent Tribunal's decision to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English <u>Lawlaw</u>.

# IV. DIVISION OF COMPETITION

### 17. WORLD GROUP

# (a) Participation

The leading eight (8) Nations shall participate in the World Group. They shall be selected as follows:

The four (4) Nations who won their First Round match in the previous year's World Group and the four (4) Nations who won their World Group Play-off the previous year.

# (b) World Group Play-off Round

There will be a Play-off Round comprising the four (4) losing Nations from the First Round in the World Group and the four (4) Nations who have won their first World Group II match.

# 18. WORLD GROUP II

# (a) Participation

The four (4) Nations who won the previous year's World Group II Play-off Round and the four (4) Nations who lost in the previous year's World Group Play-off Round will compete in World Group II.

# (b) World Group II Play-off Round

There will be a Play-off Round comprising the four (4) losing Nations from the First Round in World Group II and the four (4) Nations who have qualified from Zone Group Events.

#### 19. ZONE GROUP EVENTS

Nations who do not compete in the World Group or World Group II will compete in one of the following Zone Group Events:

Americas Asia/Oceania Europe/Africa

Additional regulations for the Zone Group Events are set out in Appendix A.

#### V. WORLD GROUP AND WORLD GROUP II

# 20. DATES FOR ROUNDS

- (a) All Ties shall be played during the calendar year of the competition. The Fed Cup Committee shall decide dates for all Ties following discussion with the WTA. There will be an interval of no less than twelve days between the dates fixed for each Tie in the World Group and World Group II unless the two Nations and the Fed Cup Committee agree otherwise. The Fed Cup Final must be completed by 31 December.
- (b) Prior to the start of the Competition, the Fed Cup Committee shall inform the competing Nations of the dates on which the Ties have to be played.

#### 21. THE DRAW

#### **World Group**

- (a) —The Draw for the World Group, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time (see Regulation 22).
- (c) (c) Seeds
  - (i) Four (4) Nations shall be seeded. Seeds 1 and 2 shall be the Finalists of the year immediately prior to the year for which the Seeds are being selected and Seeds 3 and 4 shall be in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) (d) If two Nations have met each other in two successive years in the First Roundfirst round, in the third year they will be drawn in different sections halves of the drawsdraw.

# **World Group Play-off Round**

- (a) A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group First Round.
  - (b) Choice of Ground for all these Ties shall be determined at the same time.
  - (c) Seeds
  - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.

- ii) Seeds shall be placed or drawn as follows:Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7.
- (d) If two Nations have met each other in two successive years in the World Group Playoff Round, in the third year they will be drawn in different sections of the draws.

# **World Group II**

- (a) The Draw for the World Group II, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time
- (c) Seeds
  - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) If two (2) Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

# World Group II Play-off Round

- (a) A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group II First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
  - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds shall be placed as follows:
  - Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7 (d) If two Nations have met each other in two successive years in the World Group II Playoff Round, in the third year they will be drawn in different sections of the draws.

### 22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
  - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. Any meeting of two Nations in a Final in the 2018 Competition or later will not be considered for the purposes of determining Choice of Ground. If this is not applicable, then:
  - ii)Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.
  - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of

the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

In both these cases the Nation with Choice of Ground is considered to have exercised such choice.

- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation (war, political unrest, etc) to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - i) The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee Committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
    - In this case the Nation with Choice of Ground is considered to have exercised such choice.
  - ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
    - a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
      - On the next two occasions the two Nations meet, the <a href="mailto:choice">choice</a> of <a href="mailto:ground">ground</a> ground</a> ground</a> will be with the Nation that lost its choice for the above reasons.
    - b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.
  - iii) In exceptional circumstances the <u>Fed Cup</u> Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

#### VI. GENERAL ARRANGEMENTS – WORLD GROUP AND WORLD GROUP II

# 23. MINIMUM STANDARDS FOR THE ORGANISATION OF TIES

The Home Nation must ensure that the organisation of a Tie meets with the minimum standards outlined in Appendix F.

# 24. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be received by the ITF for approval as follows:

- (a) In the case of World Group and World Group II Ties no later than sixty (60) days after the Draw.
- (b) In the case of World Group semifinals no later than fifteen (15) days after the completion of the First Round.
- (c) In the case of the World Group and World Group II Play-offs no later than twenty one (21) days after the Draw for the Play-offs.
- (d) In the case of the Final no later than thirty (30) days after the completion of the semifinals.

Announcements related to the Questionnaire can only be made after the Questionnaire has been approved by the ITF.

Any proposed change in venue, surface, times of play, balls and other matters in the approved Questionnaire, can only be made with the agreement of the ITF.

The proposed starting times may be varied by the ITF in order to accommodate any international television or other agreements provided that the ITF will first consult with the Home Nation and give full consideration to factors important to the success of the event within the Home Nation.

The Home Nation must ensure that during the period of the Fed Cup Tie no other tennis event is taking place within 125 miles of the venue selected for the Tie.

Each Nation in the World Group must, if it has the possibility of hosting a semifinal, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the start of the First Round. Each Nation in the World Group must, if it has the possibility of hosting the Final, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the semifinals.

The ITF may in its discretion approve additional venues submitted for valid reasons after the initial submission. All potential venues must meet the minimum standards as set out in Appendix F. The ITF may disapprove any proposed venue if such venue does not meet these requirements.

Note: General arrangements for the Zone Group Events are included in Appendix A.

#### 25. ASSISTANCE TO VISITING TEAMS

The Home Nation must give every assistance to officials and members of the visiting team, and ensure that visas are not withheld. Provided that the Visiting Nation has carried out the requirements to obtain the visas, the Home Nation must grant visas to a minimum of fifteen people per Visiting Nation and these must be approved fourteen (14) days before the commencement of a Tie. It is the responsibility of the Home Nation to advise the Visiting Nation of any requirements for visa applications when notifying them of arrangements for the Tie. Any dispute shall be settled by the Fed Cup Committee.

# 26. ARRANGEMENTS FOR THE FED CUP FINAL

See Appendix G for arrangements for the Fed Cup Final. These Regulations apply in full to the Final save where specified otherwise by the ITF, including (without limitation) in Appendix G (Arrangements for the Fed Cup Final), the Hosting Agreement, and/or other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final. Where there is a conflict between Appendix G (or any other document specific to the Final) and the text of these Regulations in respect of the Final. Appendix G (or the other specific document) shall prevail. Where there is a conflict between Appendix G and any other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final that are adopted after the date that Appendix G comes into effect, the other rules etc shall prevail over Appendix G.

### 27. OFFICIAL ORGANISER AND SECURITY OFFICER

Within ten (10) days of the Draw or the completion of the previous round the Home Nation must inform the ITF of the appointment of an English-speaking official to organise each Tie (the "Official Organiser") and the appointment of a suitably qualified security officer (the "Security Officer").

The Official Organiser must at all times during a Tie assume full responsibility for the following:

- (a) The organisation and administration of the venue where the Tie is to be played;
- (b) Ensuring that the instructions of the Referee are carried out and that an internationally certified Chief Umpire is appointed to assist and liaise with the Referee in accordance with Regulation 37(e);
- (c) The appointment of an Independent Doctor for all Ties;
- (d) To ensure that all sponsorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.

(e) Liaising with the Security Officer in relation to the performance of the security arrangements for the Tie.

The Security officer must at all times during a Tie assume full responsibility for the following:

- (a) The formulation, administration and implementation of the security plan for the Tie and all events and sites associated with the Tie;
- (b) Fulfilment of the obligations concerning security set out at Appendix F as may be amended from time to time;
- (c) Compliance by the Home Nation with all local laws, regulations and guidelines concerning the health, safety, security and welfare of all who participate in or attend for the purpose of the Tie; and
- (d) Liaising with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of a sporting event attended by spectators in the location of the Tie.

Note: It is understood that the officials appointed by the Home Nation, under this Regulation may delegate some of their duties to other persons involved in the organisation of the Tie. However, any such delegation must be advised to the ITF.

# 28. ARRANGEMENTS FOR PRESS AND MEDIA

The Home Nation shall make suitable arrangements for Press and Media as outlined in the operations manual Operations Manual.

# 29. TICKETS FOR VISITING NATIONS

See Appendix H for tickets for the Visiting Nation.

# **VII. ELIGIBILITY**

# 30. ELIGIBILITY OF PLAYERS AND CAPTAINS

30.1 Age Eligibility

Only Players who have reached their fourteenth birthday by the first day of the Tie (for the World Group and World Group II) and the Monday of the week of a Zone Group Event may participate in the Fed Cup Competition.

30.2 Eligibility to Represent a Nation

Any tennis player who is in good standing with her National Association in accordance with Appendix D shall be qualified to represent that Nation as a player or Captain if:

- She has not previously represented any other Nation in <u>Fed Cup (excluding the Competition (other than Junior Fed Cup)</u> or the Olympic Tennis Event; and
- b) (i) Is a citizen of that Nation and has held a current valid passport of that Nation for a minimum of 2 years (24 months)—or;
  - (ii) Is a citizen of that Nation, but in circumstances where that Nation does not issue its own passport has held a qualifying passport issued by or on behalf of that Nation for a period of two years (24 months) which confirms the player's place of birth as that Nation; or;
  - (iii) If after a consecutive period of five years (60 months) of residence in that Nation, she can provide a genuine reason for being unable to hold or make application to hold a current valid passport where:
    - (a) She was born, or has a parent or grandparent born in that Nation; or,
    - (b) She has obtained or procured the right to remain permanently or has been granted humanitarian protection in that Nation.
- 30.3 If a player is qualified under this sub-section to represent more than one Nation and the National Association of one of those Nations wishes to nominate her to represent it, that National Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to

comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.

The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters.

- 30.4 A player who has represented, or has been eligible to represent a Nation and such Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those Nations.
- 30.5 A player who has represented, or has been eligible to represent a Nation and such Nation is absorbed in whole or in part by another Nation, shall immediately be eligible to represent such other Nation.
- 30.6 A player shall be deemed to have represented a Nation in Fed Cupthe Competition if she shall have been nominated at the time of the draw.
- 30.7 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation, on the basis that the full circumstances warrant an exception being made.
- 30.8 The Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

### VIII. TEAM NOMINATIONS AND CONDUCT OF TIES

#### 31. TEAM NOMINATIONS

- (a) Each competing Nation must, no less than ten (10) days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Fed Cup Executive Director without specifying which players shall play in singles and doubles:
  - i) A team of a minimum of three (3) players plus a playing or non-playing Captain
  - ii) A team of a maximum of four (4) players plus a non-playing Captain.

Two (2) of the nominated players may be changed up to one (1) hour before the Draw.

Any of the above nominations may be changed up to ten (10) days prior to the Tie. Only players nominated in accordance with the above shall be selected to play in the singles and doubles contests of that Tie.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Tie.

Different players and/or Captain may be nominated by a Nation for each Tie.

If the Captain is unable to fulfil his/her duties on court, he/she may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw must take place on the day preceding the Tie and no less than 24 hours before the commencement of play, unless otherwise agreed specified by the ITF, at its discretion

Notification must be given to the Referee and to the opposing Captain.

(b) Before the commencement of the Draw for the Tie each Captain must give to the Referee the names of the two (2) singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. In Zone Groups the singles ranking applicable is the one of the Monday prior to the week of the commencement of the Zone Group event. Special Rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. At the same time, the Captain shall give to the Referee the names of the doubles team.

- (c) After the Draw has been made, no variation may be made in the composition of the singles players for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for team disciplinary reasons or who, in his/her opinion, is incapacitated by illness, accident or other unavoidable hindrance.
  - Any substitute sanctioned by the Referee as a result of the withdrawal of a player for team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.
- (d) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
  - Notice of such change to the third singles match is given to the Referee at least one (1) hour before the scheduled start of play of the third singles match.
  - ii) Notice of change with respect to the fourth singles match is given no later than ten (10) minutes after completion of the third singles match.
  - (iii) If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, he/shethe Referee must sanction the substitution of that player by another player nominated for the Tie.
- (e) Any substitute nominated under section (d) above for the third or fourth singles match must be a player who has not competed in the first or second singles matches.
- (f) (i) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee within fifteen (15) minutes of the conclusion of the preceding singles match.
  - (ii) If, between the change of nomination deadline and start of play, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, he/she may sanction the substitution of the player, or both players of the team from among the players nominated for that Tie.
- (g) Before taking a decision as to the fitness of a player, the Referee must request her to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF medical certification", unless, in the opinion of the Referee, there is an obvious injury.
- (h) Any notice by a Captain under this Regulation must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

# 32. TIE - HOW DECIDED

- (a) Each Tie shall consist of four singles and one doubles.
  - i) In singles, each team shall consist of two players, who shall <u>each play each</u> against each of the opposing team to the best of three tie-break sets.
    - The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
  - ii) In the doubles, each team shall consist of two players, who shall play against the opposing team to the best of three tie-break sets.
  - iii) The Doubles doubles match must take place after the fourth Singles match.
  - ii) Each match must be played the best of three sets with tie-break in the first two sets.
- <u>←</u> (b) For all Ties in the World Group and World Group II;
  - With respect to the second day, if the third singles decides the outcome of the Tie, the fourth singles match will not be played and the dead <u>rubber\_doubles\_match</u> will be played instead.
  - If the fourth singles match decides the outcome of the Tie the dead\_rubber doubles match will be played.

#### For the Fed Cup Final:

With respect to the second day, if the third singles decides the outcome of the Tie and is two full sets in duration, neither the fourth singles match nor the doubles match will be played. The closing ceremony will take place after the third singles. If the third singles is less than two full sets in duration the doubles match will be played and the closing ceremony will take place after the doubles match.

If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.

If any dead doubles match reaches one set all, the third set will be a match tie break (10 points)

All decisions relating to the implementation of this regulation shall be the responsibility of the Referee.

-v) (c) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the second day, teams are not required to stay and play for one further day to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the second day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude the Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day.

If any player's commitment makes it impossible for her to stay longer than two days after the agreed completion date, the Tie shall be declared postponed by the Referee. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded. Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

# 33. INTERVAL BETWEEN MATCHES

There shall be an interval of 20 minutes between the two singles matches unless otherwise decided by the Referee. There shall be an interval of 30 minutes between the fourth singles match and doubles unless otherwise decided by the Referee.

# 34. SURFACE OF COURTS AND PLAYING CONDITIONS

#### (a) Surface

The ITF shall determine the surface type of the court to be used in the Competition. These surfaces shall be acrylic; asphalt; carpet; clay; hybrid clay; artificial clay; concrete; grass or artificial grass, as defined in the current version of "ITF approved tennis balls, classified court surfaces & recognised courts: a guide to products and test methods". A Tie shall 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 ITF. If the Home Nation under normal conditions as determined by the Referee is unable to provide a playable match court at the scheduled starting time, or at any point during the Tie, the Referee shall in his absolute discretion, have the power to call off the match and/or Tie. In such circumstances the Home Nation shall be deemed forfeited the match and/or the Tie and the Visiting Nation shall be declared the winner of the Tie. However, prior to making the decision to forfeit the Tie, the Referee must use best efforts to obtain the approval of the Executive Director or his designee. The Referee may also extend the starting time if, in his/her opinion, the match court could satisfactorily be made playable within a reasonable time.

For all Ties in World Group, World Group II and Zone Group Lthe court surface shall be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the WTA Tour held in the year previous to the Tie.

The ITF shall bear 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 and/or Tie.

Commented [HM4]: We have included this wording in relation to the FVF, to clarify the TTF has no liability if a decision is made to postpone the final due to an inadequate playing surface. It is worthwhile including it here as well, in relation to all ties. Note 1: For the purpose of this Regulation 'normal conditions' means climate conditions that are acceptable for play but where the match court, due to the fault of the Home Nation and/or court supplier and/or court installer, is unplayable in the opinion of the Referee. Rain or other unavoidable hindrance would not constitute a reason for the Referee to call off a match and/or a Tie and award the victory to the Visiting Nation.

Note 2: In the event that it is proposed to play a Tie on any court surface laid on a temporary basis, the Home Nation must notify the Visiting Nation and the ITF of such proposal no later than seven days after the date set for submission of the questionnaire (see regulationRegulation 24). Such notification must include the name of the individual or company that it is proposed would install the temporary surface and provide sufficient detail as to the proposed surface type, its components and the method of its installation and construction.

The ITF shall confirm in writing to the Home Nation whether the Tie may be played on the proposed temporary surface and/or whether the proposed installer is authorised to install such surface.

Netwithstanding the previsions of "article 17 of the Fed Cup Regulations", where Where the ITF refuses to grant a Home Nation permission to install the proposed temporary surface and/or use a proposed installer, the Home Nation and/or the proposed installer may appeal such decision to the Fed Cup Committee, whose decision shall be communicated to the parties in writing and be final and binding.

Note 3: In case an event is to be played on a carpet, the Home Nation must inform the Visiting Nation and the ITF about the type of carpet to be used and the type of base on which the carpet is to be laid. In no case shall a carpet be laid on a temporary basis when a Tie is held out of doors.

# (b) Court Pace Rating (CPR)

The pace of the courts to be used in the Competition, excluding grass and clay surfaces, must have a measured ITF Court Pace Rating between twenty four (24) and fifty (50) inclusive when using the <a href="tie-Tie-ball">tie-Tie-ball</a>. Where <a href="practical-practicable">practicable</a>, Court Pace Ratings shall be confirmed and approved by the ITF in advance of the Tie. Otherwise, all testing to determine Court Pace Ratings shall be conducted on-site.

If on-site testing establishes that the court does not comply with the required Court Pace Rating, the Home Nation shall be subject to one or more of the following penalties as determined by the ITF Internal Adjudication Panel:

- Reduction of Fed Cup Ranking Points;
- Fines;
- Ineligibility for all or part of Regulation 45 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasions when the Nation is entitled to choice;
- Relegation to a lower division of the Competition;
- Disqualification for the current year and/or entry refused for future Competitions.

# (c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 1200 lux (500 lux for Zone Groups) per square metre evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one (1) metre above the playing surface.

In exceptional circumstances, this minimum may be reduced provided that the approval of the Fed Cup Committee is obtained. Applications must reach the ITF as soon as possible and no later than the date fixed for submission of the completed Questionnaire for the Tie.

### (d) The Court

The lines of a court, other than a grass court, may be marked either with paint or other similar substance, or tapes of linen or other similar material, or metal painted white.

Grass courts should be marked with chalk. A court marked for doubles with a doubles net may be used for singles matches, provided that it is properly equipped with singles sticks.

#### (e) Dimensions

For all Ties in the World Group and World Group II, there must be a space behind each base-line of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet) unless otherwise approved by the ITF. For all ties in the Zone Groups there should 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) unless otherwise approved by the ITF. Furthermore, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the line umpires 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 more than 0.914 metres (3 feet).

- (f) Preparation of Court
  - From the date of arrival of the Referee and for the duration of the Tie nothing must be done to the surface of the court or court surrounds without his/her consent.
- (g) Court Covers

The Home Nation must ensure that high quality court covers with the appropriate water drainage adequate for all clay and grass courts, are provided in all outdoor Ties in World Group and World Group II. Such court covers must be available for use no later than four days prior to the commencement of the Tie. When a Tie is played on hard court (acrylic type) appropriate equipment/ squeezers must be provided at all World Group and Zone Group Ties to remove water from the court.

(h) Minimum Height to the Ceiling

There must be a space from the court surface to the ceiling of no less than 9.14 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9.14 metres clear (12 metres in the case of World Group Ties) must reach the ITF as soon as possible and no later than the date fixed for approval of the completed Questionnaire for the Tie.

(i) Balls

The balls to be used in all Ties/Events in the Competition must be approved by the ITF, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber with six (6) new balls of the same brand to be provided at each change. For Zone Groups I, II and III the balls must be changed after the first nine (9) and each subsequent eleven (11) games in each rubber with four (4) new balls of the same brand to be provided at each change.

Type 2 balls may be used in all Ties/Events held at an altitude of less than 1,219 m above sea level.

Type 1 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as "slow" and Type 3 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as "fast". Such use is subject to advance authorisation by the ITF for World Group and Morld Group II and Zone Group I tiesTies, and must be sought by the Host Nation no later than the date of the guestionnaire for the Tie submission deadline;

In all Ties/Events held at an altitude of 1,219 m above sea level, or greater, Nations must use a ball type specified for use at high altitude, as described in Appendix I of the Rules of Tennis.

(i) General Conditions for a Tie

The Fed Cup Committee may, at any time, at its discretion intervene if, in its opinion, the conditions for or the circumstances surrounding any Tie including, but without

limitation to, the climate, court surface or local organisation do not or are unlikely to ensure the maintenance at all times of the high ideals of the Competition.

#### 35. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

The match court must be available for practice at least four days before the Tie is due to start. In addition, one:

One indoor practice court of exactly the same surface as, and in close proximity to the match court should be freely available to both teams during the four days before the Tie is due to start and during the period of the Tie.

The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case, the Visiting Nation shall have priority in the practice schedule-; and

If a hard court 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 teams during the four days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of only two days before the Tie is due to start.

- (b) Outdoors:
  - The match court must be available for practice at least four days before the Tie is due to start—; and
  - In addition, two Two practice courts of exactly the same surface as, and in close proximity to, the match court, must be freely available to both teams during the five days before the Tie is due to start and during the period of the Tie.
- (c) In the case of a temporary clay court, a minimum of four days must be allowed from the start date for the construction of the court to the first day of practice.
- (d) All courts required for practice under sections (a) and (b) must be ready by no later than 9am on the indicated day and be in a condition suitable for competitive play as determined by the Referee.
- (e) All practice sessions on site during the week of a Fed Cup Tie will remain open. The court area will be restricted to the Competing Teams, Team personnel and ITF Officials only, as well as any other individual deemed appropriate by the Referee.
- (f) Practice on the match court must at all times before and during the period of the Tie be at the discretion of the Referee.

### 36. COMMENCEMENT AND CESSATION OF PLAY

- (a) The commencement and cessation of play must be arranged so that it is possible for the programme to be completed each day under reasonable conditions.
- (b) There must be a minimum of twenty (20) hours between the scheduled start of the first day's play and the scheduled start of the second day's play.
- (c) The programme for the first day must be arranged so that there are six (6) hours of daylight for play and on the second day so that there are eight (8) hours of daylight for play (unless otherwise agreed by the Fed Cup Committee) except that if it is intended that artificial light will be used, or if the Tie is held indoors, the programme must be arranged so that the first match does not start later than 4.00pm.
- (d) The Referee shall decide the times for cessation of play.

# IX. COURT OFFICIALS

# 37. APPOINTMENT OF OFFICIALS

- (a) At least twenty one (21) days before a Tie, the Executive Director must appoint the Referee and two (2) Neutral Chair Umpires for each Tie in the World Group, and World Group II and the Play offs.
- (b) The Officials must be selected from the current list of ITF Certified Officials.
- (c) The National Association of the officials concerned shall be informed of each appointment.

- (d) The Home Nation must ensure that when required, visas are issued to the Referee and to the Neutral Chair Umpires.
- (e) The Chief Umpire appointed by the Home Nation must have an ITF certification of Silver Badges or higher with respect to Ties in the World Group, and World Group II and Zone Group I events and White Badge or higher with respect to Zone Group II and III events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie/Event.
- (f) Line Umpires for the World Group and World Group II must be approved by ITF Officiating and as minimum all Lines Umpires must have experience at international level events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie.

The ITF's judgment in (e) and (f) is final and binding.

# 38. REFEREE - DUTIES

The Referee must:

- (a) Arrive no later than on the Tuesday of the Fed Cup Week unless otherwise approved by the ITF.
- (b) Inspect the match court and practice courts.
- (c) Call a meeting of the two Captains by no later than the Thursday so that all three can sign a statement of arrangements to be made for the Tie and Official Functions.
- (d) Ensure that all arrangements for the Tie are satisfactory.
- (e) Ensure that the programme of play is arranged in accordance with Regulation 36 and, if necessary, change the time for commencement of play.
- (f) Ensure that Chair Umpires and Line Umpires have been appointed and at his/her discretion appoint substitutes for any of them during the course of a match.
- (g) Be entitled to a seat within the court enclosure placed in such a position that he/she will have a clear view of the court. However, when the Referee is assisted by a Neutral Chair Umpire, he/she may sit in close proximity to the court.
- (h) Prohibit any persons other than the contesting players, the Captains, the Chair Umpires, Line Umpires and Ball Kids from entering the enclosure during the course of a match unless he/she decides otherwise. For this purpose the enclosure shall mean the court as defined by the operations manual Operations Manual.
- (i) Decide any point of law which may arise.
- Decide whether or not a match shall be begun or stopped owing to the state of the courts, the state of the weather, darkness, or other unavoidable hindrance, and, having been postponed or stopped, whether play shall begin or continue.
- (k) During the course of a Tie decide whether or not a match can be transferred indoors and/or to another surface in case of bad weather.
- (I) Impose or instruct a Chair Umpire to enforce the Code of Conduct should any disturbance or interference by spectators or others occur, or should any other activities around the court disturb the players.
- (m) Ensure that all members of the team, including the Captain, comply with the section of the Fed Cup Code of Conduct dealing with dress and equipment, including Team Identification.
- (n) Ensure that when substitutions are sanctioned for reasons of health, a medical certificate from the independent doctor is presented.
- (o) Change the decision of a Line Umpire or Chair Umpire, or order a point to be replayed, when a very clearly incorrect call or decision has been made relating to a Question of Fact. However, the Referee only has this authority when there is a nonneutral Chair Umpire officiating the match and the Referee is sitting on court.
  - Note: The Referee should always remember that the intention is to give him/her the power to correct very clear mistakes, and not to become a second Chair Umpire.
- (p) Immediately on the completion of a Tie submit a Referee's Report to the ITF for distribution to the two <u>National</u> Associations concerned.

(q) Ensure, in addition to on court officials, that only the nominated teams shall be present for the presentation and, in the case of the Final, the closing ceremony on court

#### 39. REFEREE - POWERS

- (a) The Referee is the on-site representative of the ITF, and is responsible for ensuring the uniform administration and interpretation of the Fed Cup Regulations, the Rules of Tennis, the operations manual Operations Manual, the Fed Cup Code of Conduct and the ITF Duties and Procedures for Officials.
- (b) The Referee shall have the power to give a formal warning to a Captain and, after two warnings, may remove him/her from the match in course and/or for the following matches of that Tie, in which case the Captain may be replaced only by a member of the nominated team. The Referee may also remove the Captain without a formal warning for a single incident of misconduct.
  - The Captain shall be allowed to sit on the court beside the chair of his/her team but he/she may not move away from that area. Apart from his/her team, he/she may talk to the Chair Umpire and to the Referee. He/she may not talk to any Line Umpires. In addition to removal, the Captain is subject to the applicable provisions and penalties of the Fed Cup Code of Conduct.
- (c) The Referee may also make a recommendation to the Fed Cup Committee ITE Internal Adjudication Panel that a Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Fed Cup Competitions.
- (d) Prior to or during the course of the Tie, the Referee may, in his discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 34. However prior to calling of the Tie, the Referee must obtain the approval of the Executive Director or his designee.
- (e) All decisions of the Referee are final.

# 40. LANGUAGE FOR CALLING SCORE

The official language for calling the score is English. The competing Nations and the Referee in each Tie shall mutually agree upon the second language to be used by the Chair Umpire in calling the score, and failing such agreement only the English language must be used.

# X. FINANCE

### 41. CURRENCY

The official currency of this Competition shall be the US dollar. Financial transactions under these Regulations may be conducted in currencies other than the US dollar where agreed in writing between the two parties involved in the transaction, whether that is two Nations or the ITF and a Nation. 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 shall apply and the date of completion of the Tie in question shall be the relevant date for conversion of amounts from any other currency.

### 42. EXPENSES - OFFICIALS

- (a) In all World Group and World Group II Ties and Play off rounds, it is the responsibility of the Home Nation to pay the accommodation and subsistence costs of the Referee and Neutral Chair Umpires. (b) In all World Group and World Group II Ties and Play-off rounds, it is the responsibility of the Home Nation to pay the fees accommodation and subsistence costs of the Referee and Neutral Chair Umpires.
- (c) The ITF shall pay 100 % of the travelling expenses for the Referee and Neutral Chair Umpires.

**Commented [HM5]:** Now that disciplinary matters are heard by the IAP, decisions on disqualifying captains should also go to the IAP.

#### 43. GENERAL TRAVELLING EXPENSES

For each Tie that a Nation plays away from home the ITF will pay an amount in respect of general travelling expenses in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee.

The amount will be paid for up to a maximum of five team members players and the captain based on a return business class airfare when travelling between a Nation's capital city and the venue for the World Group and World Group II Tie. If any team member player or captain does not commence or conclude his/her journey from his/her capital city and the cost of his/her travel is less than the cost of travelling from such capital city, then the ITF will reimburse that Nation with the lesser amount. If any team memberplayer or captain commences his/her journey from somewhere other than his/her Nation's capital city and the cost of travelling is more than the cost of travelling between his/her country's capital city and the venue, the ITF will reimburse the National Association with the lesser amount.

#### 44. ACCOMMODATION/MEALS

(a) It is the responsibility of each Nation competing in the World Group and World Group II Ties and Play-off rounds to pay its own accommodation costs and off-site meals irrespective of whotherwhere the Tie is played at home or away.

(b) On-site food and meals for both teams on match days must be provided and paid for by the Home Nation.

# 45. PRIZE MONEY AND PAYMENTS TO COMPETING NATIONS

Prize Money shall be distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee and based on decisions taken by a General Meeting.

# XI. COMMERCIAL SPONSORSHIP AND PROMOTIONAL OWNERSHIP OF RIGHTS

# 46. OWNERSHIP OF RIGHTS

Any and all rights of commercial and other exploitation of the **EventCompetition** and all intellectual property rights associated therewith are owned by and vested in the ITF.

There shall be a distinction between thesethe rights and properties which are owned (1) by the ITF with respect to the Competition and all Ties therein, including the Final (hereinafter "international rightsInternational Rights"); and those rights and properties which are ewned(2) by the National Association with respect to its team whilst participating in the Competitionany Ties as the Home Nation (hereinafter "domestic rights"). No domestic rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii) and (iii) below (hereinafter the "Title Spensor") or by those companies or other bodies who acquire the combination of international rights (ii) and (iii) specified below (hereinafter "International Spensors") Home Nation Rights").

- (a) All international rightsInternational Rights shall be vested in the ITF. These rights include but are not limited to:
  - i) The title of the Competition.
  - The use of any mascot, symbol, legend or device associated with the Competition.
  - iii) Advertisements within the court area and stadium at World and Zone Group Ties in accordance with the split of rights agreed by the ITF, Nations and Board of Directors (as shown on the current Fed Cup court layout). No venue shall be selected by the Home Nation with permanent signs at courtside positions or within the angle of the main television cameras. Permanent signage shall mean existing signage that is fixed in place prior to the scheduling of the Tie.
  - Appointment of companies as "Official Sponsor of and/or Official Suppliers to the Competition".

<u>d)\_(v)\_</u>All Media Rights (including without limitation all forms of television, internet, mobile, radio and other electronic media).

e)-(vi) Recordings.

f) (vii) All Data Rights (as more fully described in Appendix L).

(b) All domestic rights shall be vested in the Home Nation's National Association. These rights include:

(b) Home Nation Rights

No Home Nation Rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii) and (iii) above (hereinafter the "Title Sponsor") or by those companies or other bodies who acquire the combination of International Rights (ii) and (iii) specified above (hereinafter "International Sponsors"). Home Nation Rights include:

- i) The name or title of the National Team.
  - ii) The use of any mascot, symbol, legend or device associated with the National Team.
- iii) Advertisements within the court area and stadium of the Tie in accordance with the current Fed Cup Court layout. The Home Nation must provide the Title Sponsor and other International Sponsors of the Competition appointed by the ITF the opportunity to purchase such advertising opportunities and subject to the conditions set out below.
- Appointment of companies as Official Suppliers or Sponsors of the national team, subject to the provision of these Regulations.
- Nations may feature Fed Cup specific material on their official websites in accordance with the guidelines to be provided by the ITF.
- vi) Product display booths outside the court area.
- vii) Selection of the ball to be used subject to the provision of Regulation 34(i).
- viii) Gate receipts and the rights and proceeds to and from programme, food, beverages, merchandise and other on-site sales related to the Tie.

A National Association must not sell any sponsorship rights (save as described in Regulation 47 below) and/or advertising opportunities at the venue earlier than six (6) months prior to the start of the World Group and World Group II 4\*First Round and Zone Group Ties. Thereafter the National Association may sell such rights to any entity which does not conflict with the product category of the Title Sponsor or International Sponsors or with any of the product categories reserved by the ITF. The ITF will notify National Associations of such categories.

Demestic rights 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 six (6) Domestic Sponsors whothe limit for that Tie (as set out in the Commercial Letter sent in accordance with Regulation 51). Tie Sponsors shall be companies whose principle 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 (4) signs in total.

Any Tie or Team sponsor must be notified to the ITF at least fifteen (15) days prior to the commencement of the Tie. Companies that acquire <a href="Domestic rights-Home Nation Rights">Domestic rights-Home Nation Rights</a> shall not be entitled to undertake substantial promotional or advertising activities at any particular Tie which are greater than and derogate from those rights acquired by the Title or International Sponsors and National Associations must ensure that the Title Sponsor is clearly recognized as the main Sponsor of the Competition and must be given appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may, in the exercise of its reasonable discretion, intervene where it believes that this Regulation has been or is about to be breached.

### 47. ADVERTISEMENTS

(a) "advertisements Advertisements" in regulation Regulation 46 (a) (iii) include all space available for advertising within the precincts of the court (that is, the court, surrounds

Commented [HM6]: The reference here to "six" Tie Sponsors is out of date. An increased limit is set in the Commercial Letter, which can change from time to time, and therefore this Regulation should refer to that document instead.

- and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects; other than space reserved to the National Association under domestic rights Home Nation Rights.
- (b) The Home Nation must ensure that the precincts of the court are cleared of advertising, franchise, display or other rights which have not been granted by or with the approval of the ITF or otherwise in accordance with these regulations.
- (c) No obstructions may be placed or remain between the camera and courtside court side advertising. The Home Nation must obtain a written statement from the prospective "host broad caster broadcaster" which specifies any restrictions applying to the display of advertising boards, banners or any similar identification on television. Full details must be passed immediately to the ITF who undertakes that holders of international rights must comply with all such legitimate restrictions. The Home Nation must however accept the same responsibility for any holders of domestic rights Home Nation Rights whose advertising or identification at the competition may be seen on television.
- (d) The Home Nation must allow the contractors access to the court at least 48 hours prior to the commencement of play to erect and install advertisements, displays, equipment and so on. Any advertisements which are not in accordance with these regulations must be removed or covered by the Home Nation. In the event that the Home Nation does not fulfil its obligations herein the ITF may instruct its own contractors to undertake the removal or covering up as may be appropriate.

#### 48. NATIONAL TEAM RIGHTS

National Associations are entitled to appoint a Team Sponsor (one (1) only). Team Sponsors (not more than the limit set out in the Commercial Letter sent in accordance with Regulation 51) under the following conditions and guidelines to be advised by the ITF from time to time:

- (a) A National Association may appoint a Team Sponsor for up to a calendar year provided that such Team Sponsor is not a competitor in product or business category of the Title Sponsor or International Sponsors, the product or business category of which they have been notified by the ITF.
- (b) A Team Sponsor shall be entitled to use the title or name of the national team e.g. (sponsor) (Nation) Fed Cup Team.
- (c) Team Sponsor identification on clothing must be in accordance with the Fed Cup Code of Conduct (Appendix B).
- (d) A Team Sponsor may use any mascot, symbol, legend or device associated with the national team.
- (e) Any promotional activity at a Fed Cup Tie involving a Team Sponsor must be approved by the ITF in writing.
- (f) National Associations must promptly notify the ITF of the name and product category of any existing Team Sponsor and/or further must advise the ITF of the identity and product category of any intended Team Sponsor prior to concluding an agreement therewith.

# 49. RECORDINGS

Copyright in any and all coverage (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and other reproductions shall be the exclusive property of the ITF. If a National Association wishes to film or make use of footage from Ties in which its team takes part, it must obtain prior written approval from the ITF.

# 50. PROGRAMME AND PUBLICITY MATERIAL

(a) The official event title in the approved colours is to be used prominently in all official notices, press releases, announcements, programme covers, posters, brochures and other material used to publicise a Tie or the Fed Cup. This includes material issued by the host, National Association and any companies who acquire domestic rights Home Nation Rights. Commented [HM7]: The reference here to "one" Team Sponsor is out of date. An increased limit is set in the Commercial Letter, which can change from time to time, and therefore this Regulation should refer to that document instead.

- (b) The programme for all Ties shall include, free of charge:
  - (i) a message from the President, to be supplied by the ITF.
  - (ii) a Fed Cup editorial, to be supplied by the ITF.
  - (iii) a message from the title sponsor.
  - (iv) a full page advertisement supplied by the title sponsor. International sponsors, as advised by the ITF, shall have the right to purchase advertising in the programme.

#### 51. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31st October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current operations manual operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements that must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the competition owned by the ITF. The Operations Manual and Commercial Letter must be fulfilled and failure to do so will be treated as a breach of these Regulations (see Regulation 5, above).

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire.

#### XII. ENFORCEMENT OF REGULATIONS

# 52. ENFORCEMENT OF REGULATIONS EXTRAORDINARY CIRCUMSTANCES

The above Regulations shall be binding on all Nations eligible to compete. The Board of Directors may overridegrant dispensations from, modify, waive or otherwise alter these Regulations or their application in extraordinary circumstances.

### 53. AMENDMENT OF REGULATIONS

- (a) These Regulations may be altered from time to time by the Board of Directors if due notice of the principles embodying such alteration shall have been given in accordance with Article 17 of the Constitution of ITF Limited and such principles or ones having the like effect must be carried at a General Meeting of the Council of the ITF by a majority of two-thirds, unless otherwise stated in these Regulations, of the votes recorded in respect of the same.
  - Any amendments so made shall be effective for the Competition immediately following, unless otherwise decided by a like majority.
- (b) The Regulations of the Fed Cup Competition may be altered by the Board of Directors if the matter is deemed to be urgent. In such event the council must vote to ratify or reject the Board's alteration. Such vote must be conducted by email, fax or post, the ballots to be sent within 15 days of the Board's vote and returned within 30 days of the Board's vote. Any unreturned ballot shall be deemed a vote to ratify the Board's alteration.

Commented [HM8]: The first sentence of this Regulation is now addressed clearly at Reguation 5(b), which is a better spot for such an important provision. In addition, the wording has been improved so as not to constrain what the Board may do in extraordinary circumstances.

#### APPENDIX A

#### SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

#### 1. PARTICIPATION

Nations not qualified to compete in the World Group and World Group II and any Nation that did not compete in the previous year, shall play in the Zone Group Events. Zone Group Events shall be split into one, two or three Groups.

# (a) Americas Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee. Zone Group II

All other Nations in the Americas who enter the competition shall compete in Zone Group II.

#### (b) Europe/Africa Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

Teams competing in Zone Group II shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee. Zone Group III

All other Nations in Europe and Africa who enter the competition shall compete in Zone Group III. Should less than four (4) Nations participate in Zone Group III, then these Nations will be integrated into Zone Group II.

# (c) Asia/Oceania Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

All other Nations in Asia and Oceania who enter the Competition shall compete in Zone Group II.

### 2. FORMAT OF PLAY AND DATES

Each Zone Event must be played over a maximum of seven days at one venue, as determined by the Fed Cup Committee, depending on the number of Nations in the group. The Fed Cup Committee will decide the venue and the dates for the various groups. Each group will be played on a Round Robin and/or Knock-Out format as decided by the Fed Cup Committee. Each Tie shall consist of two singles and one doubles played in one day. Each match must be played the best of three tie-break sets.

#### 3. SEEDING

Teams will be seeded by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.

When drawing the Nations into two round-robin groups the highest seeded Nation must be placed in one group and the second seeded Nation must be placed in the other group. Thereafter the remaining Nations must be drawn in pairs according to the Nations Ranking. When there is an odd number of teams remaining, the last three teams shall be drawn together.

If more round-robin groups are used the same principles shall be followed.

Where there are pools of different numbers of teams, the highest seeded teams will be placed in the pool with the least number of teams; the second seed will be placed in the pool with the second least number of teams, and so on until all the seeds are placed.

# 4. ORDER OF PLAY

The order of play in each Tie must be as follows:

Number Two vs Number Two Number One vs Number One Doubles Match

When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless otherwise decided by the Referee. When a knock-out format is used, the Referee may decide, after taking into account such factors as weather, spectators and television, to cancel the doubles match if the Tie has already been decided.

#### 5. TEAM NOMINATIONS

Each competing Nation must, no less than twenty-eight (28) days before the Monday of the week fixed for the commencement of the event, nominate in order of merit to the Fed Cup Executive Director a team consisting of either:

- i) 3 players including a playing Captain, or
- i) 3 players plus a playing or non-playing Captain, or
- iii) 4 players plus a non-playing Captain.

Two (2) nominations may be changed up until one hour before the Captains' Meeting to be held on the day prior to the start of the Competition.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Event.

The order of merit is subject to Regulation 31 (b) of section VIII (Team Nomination and Conduct of Ties).

### 6. NOTIFICATION OF SINGLES AND DOUBLES PLAYERS

Each Captain must give to the Referee the names of the two (2) singles players and the doubles team, no later than sixty (60) minutes before the scheduled start of play each day. The doubles team can be changed until fifteen (15) minutes after the conclusion of the preceding singles match.

If, between the nomination/change of nomination dead-line and start of play one of the players, in the opinion of the Referee, is ill or injured, the Referee may sanction the substitution of that player/team by another player/team nominated for the Tie.

# 7. INTERVAL BETWEEN MATCHES

There shall be an interval of thirty (30) minutes between the second singles match and the doubles match unless otherwise decided by the Referee.

# 8. RELOCATION OF THE DOUBLES MATCH

The Referee has the discretion to transfer a doubles match to another court.

# 9. CAPTAINS' MEETING AND DRAW

The Referee must call a meeting of all the Captains, to take place on the day before the start of the Event. The Draw must take place following the Captains' Meeting unless otherwise decided by the ITF. Player attendance is not obligatory.

### 10. WITHDRAWALS

All teams must abide by the rules for entries set forth in the Regulations and any National Association withdrawing from the Competition after submitting its entry form in writing shall be subject to Regulation 14 of Section III (Penalties and Arbitration).

# 11. METHOD OF DETERMINING PLACES IN THE ROUND ROBIN

Each Tie will consist of three matches, two singles and one doubles.

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

- i) If two Nations score an equal number of points, the head-to-head result between these Nations shall decide the winner.
- ii) If three or more Nations score an equal number of points the following procedure must be used:

- The number of matches won shall decide the winner.
- If matches won are equal, the percentage of sets won of sets played against all teams in the pool shall decide the winner.
- If the percentage of sets won is equal, the percentage of games won of games played against all teams in the pool shall decide the winner.

When three or more Nations are tied head-to-head results are never used to determine the positions in the pool.

If any match is stopped and not completed for reasons of injury, etc, the full score must be recorded. Example: Player A leads over Player B by 6-1, 2-0 when Player B is injured and unable to continue, Player A's victory must be recorded as 6-1, 6-0. If a match is a walk-over the score must be recorded as 6-0, 6-0.

# 12. PROMOTION/RELEGATION

(a) Zone Group I - Promotion

In 2046-2018 four (4) Nations will advance from the Zone Group I Events to the World Group II Play-offs. Two (2) Nations will qualify from one region and one (1) Nation will qualify from the other two regions. The Fed Cup Committee will decide from which region the four (4) Nations will qualify and such decision shall take into account the number of entries in each region, the results of Nations (and their players) in that region, and any other factors that the Fed Cup Committee considers relevant to its assessment.

- (b) Zone Group I Relegation
  - As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.
- (c) Zone Group II Promotion
  - As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event.
- (d) Zone Group II Relegation
  - As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.
- (e) Zone Group III Promotion
  - As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event. All other teams will remain in Zone Group III.

#### 13. MAKE OF BALL

The Host Nation shall decide the brand of ball to be used in the Zone Group Events subject to the provision of Regulation 34(i).

# 14. OFFICIALS

The Fed Cup Committee must appoint a Neutral Referee for each Group. The Referee must be responsible for the allocation of courts for both practice and Competition. He/she must decide any on-site disputes or interpretation in accordance with the Rules of Tennis. The Referee must also be the Final arbiter for penalties under the final on-site authority for the interpretation of the Rules and Regulations (including the Code of Conduct).

The Host Nation must provide the following:

- For each match One (1) Chair Umpire (Certification as stipulated in the Application to host letter sent by the ITF)
- For each match a minimum of five (5) Line Umpires in Zone Groups I, and a minimum of three (3) Line Umpires in Zone Groups II and III
- iii) An ITF Certified Chief Umpire
- iv) A Primary Health Care Provider
- v) A minimum of four (4) Ball Kids per match court

Commented [HM9]: The Referee isn't the final arbiter for all penalties under the Code of Conduct (which can mostly be appealed), so this has been reworded. This new wording is taken from the Davis Cup Regulations.

#### 15. CHOICE OF GROUND

Ties played in the Zone Group Event shall not count in terms of Choice of Ground referred to in Regulation 22.

#### 16. HOST NATION

Each Nation in a Zone Group may apply to the ITF to host a Zone Group Event. Such applications must be submitted no later than the date stipulated on a prescribed form provided by the ITF. In selecting the venues for the Zone Group Events, consideration will include the following:

- i) The number of courts available, court surface and other facilities
- ii) The number of officials available
- iii) The availability and price of hotel accommodation
- iv) Airport accessibility
- v) Previous organisational experience of international tennis events

The Host of the Zone Group I, II or III event may be changed at any time by the Committee due to an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances the Committee may decide that the event be postponed in order that it may be played at the venue selected by the original host.

#### 17. FINANCE

- (a) There will be no prize money in the Zone Group Events.
- (b) The ITF will pay an amount in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee based on the actual economy travelling costs incurred by all teams from the Nation's Capital city to the venue for a maximum of four (4) players and one (1) Captain per team.
- (c) Each Host Nation will, in addition, receive a grant which will take into account the number of days of the Competition and the number of competing teams.
- (d) The ITF must provide and pay for a Neutral Referee during the Event and to conduct training courses with local court officials. The Host Nation must provide other necessary officials, organisational staff and pay the costs of court rental, balls, local transportation and other expenses related to the organisation of the Event.

### 18. ENTRY FEE

The entry contribution of \$300 from each competing Zone Group Nation shall be deducted from the travelling expenses.

# 19. SPONSORSHIP

Each Host Nation organising a Zone Group Event will receive specific instructions from the ITF as to how to dress the competition courts in terms of sponsorship requirements.

#### 20. INSURANCE

(a) Public and Products Liability Insurance

The Host Nation is responsible for taking out a suitable public and products liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as an additional insured on the policy, and a copy should be provided to the ITF on request.

(b) Other Insurances

The Home Nation is responsible for taking out all compulsory insurance covers that are required by local legislation E.G. employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place — including for example material damage/business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

(c) Event Cancellation Insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

#### APPENDIX B

#### FED CUP CODE OF CONDUCT

#### **ARTICLE 1: GENERAL**

#### 1. PURPOSE

The ITF promulgates this Fed Cup Code of Conduct (the "Code") in order to maintain fair and reasonable standards of conduct by players and Captains Team Members in the Fed Cup Competition. The public is entitled to see the game of tennis played according to uniform rules at its highest professional standards and players who adhere to these standards should not suffer on account of a player or other team member who acts irresponsibly before the tennis public and the game. Fed Cup Ties and to protect their rights, the rights of the public and the integrity of the sport of Tennis.

2. APPLICABILITY

- (a) This Code shall apply in all matches of the Fed Cup Competition, including the Zone Group Events.
- (b) All teams including players, Captains and coaches Team Members shall at all times be subject to this Code and the Official Rules of Tennis. Each team member who is nominated to participate in the Competition shall accept that this Code, the Regulations and the Official Rules of Tennis, then in effect, are binding on her or him.

#### 3. UNITED STATES DOLLARS

All monetary fines set forth in the Code are in US Dollars.

### ARTICLE II: PLAYER ON-SITE OFFENCES

# 1. GENERAL

Each player, Captain, team member/extra players, coach, trainer or officials attached to either the Home Nation or VisitingTeam Member of any Nation shall, during all matches and at all times while within the precincts of the site of a Fed Cup Event, conduct him/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

# 2. PUNCTUALITY

Matches shall be called in accordance with the order of play. Players shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Fed Cup Events shall be the Referee's timepiece.

- (a) Any player not ready to walk on court when her match is called may be fined up to \$5,000.
- (b) Any player not ready to play within fifteen (15) minutes after her match is called may be fined up to an additional \$10,000 and shall be defaulted unless the Referee in his/her sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

# 3. DRESSES AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

# (a) 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).

**Commented [HM10]:** This wording was out of line with the Davis Cup and other ITF Circuit Codes of Conduct.

**Commented [HM11]:** This now uses the new, clear and broad definition of Team Members.

**Commented [HM12]:** This wording is unnecessary as we have covered this off in detail in Reg 5(b).

Commented [HM13]: This now uses the new, clear and broad

#### 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 it considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

#### i) Grass Court Shoes

In a Fed Cup 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 ITF. 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 a 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 durometres 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 Fed Cup Event.

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.

# ii) 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 Fed Cup Events played on clay courts.

Special grass court shoes as described in section (a i.) above shall not be worn during a match on clay courts.

### (b) DOUBLES TEAMS

Members of doubles teams shall be dressed in substantially the same colours. In the case of Team Identification, this requirement will be satisfied so long as both members of the team display the Nation's name on the back of their shirts and dress in substantially the same colours or both members of the team dress in national colours.

# (c) TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of her shirt or she shall dress in national colours. Team identification shall be in accordance with the official Fed Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

# (d) IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Fed Cup ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

# 1) Shirt, Sweater or Jacket

#### i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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) Front, Back and Collar

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) shall be permitted.

### iii) Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

#### iv) WTA Patch

Under the current agreement with WTA and unless otherwise decided by the ITF, an additional patch may be worn on the sleeve or front of the garment if and only if it is a WTA patch and the sponsor of the WTA does not conflict with a sponsor of the Fed Cup. The WTA patch shall not exceed three (3) square inches (19.5 sq.cm).

### 2) Skirts, Shorts or Track Suit Pants

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.

Compression shorts may be worn during a match under a skirt, dress or shorts. On compression shorts one (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identification on shorts/skirts shall be permitted.

No commercial or manufacturers identifications are allowed on the front or back of regular tennis panties.

Note: A dress for the purpose of permissible identification shall be treated as a combination of a skirt and shirt (dividing dress at waist).

# 3) 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).

### 4) Racque

Manufacturer's identifications on racquet and strings shall be permitted.

#### 5) Hat, Headband or Wristband

One (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

# 6) 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.

### 7) Other Tennis, Sport or Entertainment Event

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trademark, 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.

#### General

If utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited. 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 the 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

In determining the 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. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the identification.

# (e) WARM-UP CLOTHING (SWEATER, JACKET)

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 the approval of the Referee prior to wearing warm-up clothing during a match.

A team's country name on the back of the warm-up clothing is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and pre-draw press conferences.

#### (f) CHANGE/TAPING

Any player who violates this Section may be ordered by the Chair Umpire or Referee to change her attire or equipment immediately. No taping over of such attire shall be allowed

Failure of a player to comply with such an order may result in immediate default.

#### (g) FINES

Any player or Captain who violates this Section and is not defaulted shall be subject to the following fines:

### i) Unacceptable Attire and Team Identification

Violation of the provisions with respect to Unacceptable Attire or Team Identification shall result in a fine of up to \$10,000.

# ii) Manufacturer's Identification

Violation of the provisions with respect to manufacturer's identifications shall result in a fine of up to \$1,000.

#### iii) Commercial Identification

Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.

# iv) Other Tennis Events

Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

### 4. LEAVING THE COURT

A player shall not leave the court area during a match (including the warm-up) without the permission of the Umpire or Referee. Violation of this Section shall subject a player to a fine up to \$6,000 for each violation. In addition, the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as hereinafter set forth.

#### 5. BEST EFFORTS

A player shall use her best efforts to win a match when competing in a Fed Cup Tie. Violation of this section shall subject a player to a fine up to \$10,000 for each violation. For purposes of this Rule, 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 may subject her to the additional penalties set forth in these Regulations.

#### 6. FAILURE TO COMPLETE MATCH

Any player nominated for any match must complete such match unless she is incapacitated by illness, accident or other unavoidable hindrance. Violation of this Section shall subject a player to a fine of up to \$ 10,000 and she shall not be eligible to represent her Nation in the next Event whether in the current Competition or subsequent Competitions.

### 7. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the <a href="mailto:pestmatch-post-match">pestmatch-post-match</a> media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. For purposes of this Rule, media obligations also include but are not limited to pre-draw, post-draw and post-match one-to-one interviews and post-draw ceremony interviews with the home and visiting teams national broadcaster, ITF TV and journalist from the official Fed Cup website.

In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Fed Cup Tie including the Final, and a press conference after the Draw Ceremony. The Pre-Draw Press-Conference may be in conjunction with a Team Sponsor in accordance with the operations manual. Violation of this section shall subject a player and/or team to a fine of up to \$10,000.

# 8. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, all teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so as determined by the Referee:-

- \* The Draw Ceremony
- \* The Opening Ceremony
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this Section shall subject a team to a fine of up to \$10,000.

#### 9. TIME VIOLATION/DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) 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 service 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 penalized by a Time Violation warning and each subsequent violation, as either server or receiver, shall be penalized 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 Violation (delay of game) penalty shall be assessed in accordance with the point penalty schedule.

#### 10. AUDIBLE OBSCENITY

Players shall not use audible obscenity within the precincts of the site. Violation of the 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of an Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, 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 ballkids.

# 11. COACHING AND COACHES

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their coaches (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, authorizing or endorsing any public statement from within the precincts of the site which have, or designed to have, an affect prejudicial or detrimental to the best interests of the competition and/or 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 coach to be removed from the site of a match or the precincts of the Tie and

upon her failure to comply with such order may declare an immediate default of such player.

#### 12. VISIBLE OBSCENITY

Players shall not make obscene gestures of any kind within the precincts of the site. 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, visible obscenity is defined as the making of signs by a player with her hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

# 13. 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 a fine of up to \$700 for each violation. In addition, if such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this rule, 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.

#### 14. 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 \$1000 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 hereinafter set forth.

For the purpose of this rule, 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.

# 15. VERBAL ABUSE

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the site.

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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Tie, or are singularly egregious a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, 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.

### 16. PHYSICAL ABUSE

Players 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 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

### 17. UNSPORTSMANLIKE CONDUCT

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others.

Violation of this Section shall subject a player to a fine of \$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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. In addition, unsportsmanlike conduct shall include, but not be limited to, intentional delay of play such as crossing the net to inspect a ball mark or refusing to play after being directed by the Chair Umpire to do so, 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 Competition and/or the officiating thereof.

#### 18. PARTISAN CROWD

During Fed Cup 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.

# 19. 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 Violation the Referee shall determine whether each subsequent offence shall constitute a default.

# 20. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided may be subject to a fine of up to \$2000 in addition to any or all other fines levied with respect to the offending incident.

In addition, any player who is defaulted as herein provided may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II 2 and 3, or as a result

of a medical condition or when her doubles partner commits the Code Violation which causes the default.

However, prior to any default from the remainder of the Tie, the Referee must use best efforts to obtain the approval of the Executive Director.

# 21. DOUBLES MATCH

- (a) Warnings/Point Penalties/Game Penalties/Defaults Warnings/Point Penalties, Game Penalties and/or a Default if assessed for violation of this Code shall be assessed against the doubles team.
- (b) Fines Fines for violation of Article II, 3 b) of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

# 22. DETERMINATION OF PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all Player On-Site offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and give written notice thereof to the Captain.

#### 23. PAYMENT OF FINES

The ITF shall deduct such Fines from the Nations distribution of Prize Money.

#### 24. APPEALS

Any player or Captain convicted of a violation of a Player On-Site Offence at a Fed Cup Tie may appeal to the Independent Tribunal in accordance with Regulation 15.

# **ARTICLE III: PLAYER MAJOR OFFENCES**

# 1. AGGRAVATED BEHAVIOUR

No player or Related Person (Defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Fed Cup Tie at the request of the player or any other Related Person) at any Fed Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- One incident of behaviour that is flagrant and particularly injurious to the success of the Fed Cup, or is singularly egregious.
- iii). A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Fed Cup.
- A violation of Regulation 7 whereby Fed Cup results of a player are disqualified as a consequence of an anti-doping rule violation at the Fed Cup or at any other event or elsewhere.

Violation of these Sections 1-3 by a player, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Fed Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition.

Violation of these sections 1-3 shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and or the Fed Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of her participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

# 2. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player 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, she 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 or Related Person has at any time behaved in a manner severely damaging to the reputation of the Sport, she 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, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition

Violation of this Section shall be <a href="mailto:aggravated\_behavior/Aggravated\_Behaviour">aggravated\_behaviour</a> and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and/or the Fed Cup Competition.

#### 3. DETERMINATION AND PENALTY

The ITF shall investigate all facts concerning any alleged Major Offence. All players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player or related personRelated 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 (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The player or Related Person must furnish such information within seven business days of the making or such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article <u>III.C.3</u>, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

#### Review Board

The ITF shall identify three individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and, to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to each of those three Review Board Members. Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the player or Related Person and any other party with a Right of Appeal under Regulation 15, and (subject to the Rights of Appeal set out at Regulation 15) the matter shall not proceed any further.

When the review board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, 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, and:
- (d) The player or Related Person's entitlement to respond to the notice of charge in one of the following ways:
  - (i) To admit the major offence Major Offence (s) charged, and accede to the consequences specified in the notice of charge;
  - (ii) To admit the <u>major offence\_Major Offence</u>(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 Major Offence(s) charged, and to have the independent tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing:
  - (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the independent tribunal, he/she 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 or Related Person's receipt of the notice. The request must also state how the player 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 or other 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 <a href="neticeNotice">neticeNotice</a> of <a href="charge">charge</a>, or the player or other 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 or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

### Provisional suspension

If (and only if):

- (a) The player or Related Person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and
- (b) The Review Board has completed its review and has concluded that the player or Related Person in guestion has a case to answer in respect of that Major Offence;

Then the ITF may notify the player or Related Person in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her 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 chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

A player or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Fed Cup.

#### Hearing

If the player or other person charged exercises his/her 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 15, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

### 4. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for Player Major Offences shall be deducted from the prize money earned by the player's National Association.

#### ARTICLE V: WELFARE POLICY

Each team member of each Nation that enters and/or participates in the Competition, and any Player Support Team Member of each team member and each Nation that enters and/or participates in the Competition Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix I.

Commented [HM14]: This now uses the new, clear and broad definition of Team Members

#### **ARTICLE VI: MISCONDUCT**

- A. For the purposes of this article, "Covered Persons" shall have the same meaning as set out in the welfare policy in Appendix I.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of <a href="maiscenductMisconduct">miscenductMisconduct</a> which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article VI-b.B, "misconductMisconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association has committed <a href="misconduct">misconduct</a> 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 <a href="misconduct">misconduct</a>.
- E. Upon receipt of such a complaint, the ITF shall cause an investigation to be made of all facts concerning the alleged <a href="miscenductMisconduct">miscenductMisconduct</a> 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.

- G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a National Association including:
  - In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Fed Cup 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 Fed Cup Ties or the Fed Cup competition;
  - 2. In the case of a National Association, disqualification in respect of the Fed Cup competition for the year wherein such violation of this section occurs, and/or refusal of entry for future Fed Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel, do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payments set out in Regulation 45.
  - 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 Fed Cup Ties and/or the Fed Cup competition Competition.
- H. Any Covered Person sanctioned for miscenduct Misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 15.

#### **APPENDIX C**

# MEDICAL, TOILET/CHANGE OF ATTIRE BREAK AND EXTREME WEATHER CONDITIONS

#### **MEDICAL**

#### a. Medical Conditions

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer (also known as the Primary Health Care Provider) during the warm-up or the match.

### • Treatable Medical Conditions

- 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
- 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.

#### Non-Treatable Medical Conditions

- Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
- Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- o General player fatigue.
- Any medical condition requiring injections, intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.

# b. Medical Evaluation

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed in conjunction with the Independent Doctor, and may be performed off-court. \*

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.

#### c. Medical Time-Out

A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Physiotherapist/Athletic Trainer has evaluated the player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Physiotherapist/Athletic Trainer, in conjunction with the

Independent Doctor, determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Physiotherapist/Athletic Trainer 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.\*

The Medical Time-Out is limited to three (3) minutes of treatment.

A player is allowed one (1) Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

Muscle Cramping: 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.

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 Physiotherapist/Athletic Trainer, 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, for the heat illness condition.

#### Note:

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.

If the player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he/she 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 (2) full change of ends treatments for muscle cramping in a match, not necessarily consecutive.

If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist/Athletic Trainer, 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.

# d. Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist/Athletic Trainer and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

#### e. Penalty

After completion of a Medical Time-Out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this Medical Rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

#### f. Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist/Athletic Trainer should be called to the court by the Chair Umpire for evaluation and treatment. The Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.

If requested by the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, the Referee may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

#### g. Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist/Athletic Trainer, 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.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

#### h. Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist/Athletic Trainer, the Chair Umpire shall immediately call for the Physiotherapist/Athletic Trainer and Independent Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Independent Doctor should inform the Referee and recommend that the player is ruled unable to compete in the match to be played, or retired from the match in progress.

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 advice and any other information into consideration.

The player may subsequently compete in another match at the same Tie if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same day or on a later day.

\* It is recognized that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

#### **TOILET/CHANGE OF ATTIRE BREAK**

A player is allowed to request permission to leave the court for a reasonable time for a toilet break / change of attire break.

Change of attire breaks must be taken on a set break and toilet breaks should be taken on a set break

In singles, each player is entitled to a maximum of two (2) breaks per match.

In doubles each team is entitled to a maximum of two (2) breaks. If partners leave the court together, it counts as one (1) of the team's authorised breaks. These breaks may be taken for toilet visits, change of attire, or both, but for no other reason whatsoever.

Any time a player leaves the court for a toilet or change of attire break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court.

Any toilet break taken after a warm-up has started is considered one of the authorized breaks.

Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the player is not ready to play within the allowed time.

Any player abuse of this rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

#### **EXTREME WEATHER CONDITIONS**

Extreme weather conditions shall be defined at such time that heat, as measured by a Heat Stress Monitor, meets or exceeds a heat stress index of 30.1 degrees Celsius/86.2 degrees Fahrenheit. If a Heat Stress Monitor is not available, extreme weather conditions are then defined by the danger zone which is equal to or above the apparent temperature of 34 degrees Celsius/93 degrees Fahrenheit, illustrated on the chart below. Heat stress is measured by Wet Bulb Global Temperature (WBGT) which is calculated as (0.7 Wet Bulb + 0.2 Global Temperature + 0.1 Dry Bulb = WBGT).

#### Apparent Temperature (what it is like)

Fahrenh eit	70°	75°	80°	85°	90°	95°	100°	105°	110°	115°	120°
Relative Humidity											
0 %	64	69	73	78	83	87	91	95	99	103	107
10%	65	70	75	80	85	90	95	100	105	111	116
20%	66	72	77	82	87	93	99	105	112	120	130
30%	67	73	78	84	90	96	104	113	123	135	148
40%	68	74	79	86	93	101	110	123	137	151	
50%	69	75	81	88	96	107	120	135	150		
60%	70	76	82	90	100	114	132	149			
70%	70	77	85	93	106	124	144				
80%	71	78	86	97	113	136					
90%	71	79	88	102	122						
100%	72	80	91	108							

The Referee, in consultation with the Primary Health Care Providers and/or Independent Doctor, shall have the authority to determine if the Extreme Weather Condition rule will go into effect during a Tie. If it is so determined, a ten (10) minute break will be allowed between the second and third sets. There may also be a delay in the starting time of the matches scheduled for play that day.

The decision to put this rule into effect should be made prior to the start of the match. In the case of rain or interruption to play, the Referee can reassess the Extreme Weather Conditions Rule. If it is a mutual agreement between the players not to take a ten (10) minute break, then play will continue. However, if requested by one player, the official ten (10) minute break will be taken.

During the ten (10) minute break, coaching and treatment will be allowed.

Following the ten (10) minute break, no re warm-up will be allowed. This ten (10) minute break is separate and distinct from the two (2) bathroom and/or change of attire breaks allowed during the match.

After completion of the Extreme Weather Conditions ten (10) minute break between the second and third sets, any delay in returning to the court shall subject a player to Time Violations.

### **APPENDIX D**

### **DEFINITION OF "GOOD STANDING" OF A PLAYER**

For the purposes of Regulation 30, the term "good standing" in connection with a player shall be defined as follows:

#### One whom:

- (a) is not under a suspension imposed by her National Association, by the ITF or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF
- **(b)** is accepted by her National Association as being under its jurisdiction while competing in events for which her Association has nominated her.
- (c) makes herself available for selection for official team championships and the Olympic Tennis Event and accepts the jurisdiction of her National Association while competing in events for which it has nominated her.
- (d) respects the spirit of fair play and non-violence at all times.
- (e) accepts the conditions of entry of the events she enters, including the conditions of any Code of Conduct adopted for those events.
- (f) agrees to undergo any medical control, including gender control and tests, which are in operation at any event, which she enters.

#### **APPENDIX E**

#### **FEMININITY CONTROLS**

#### **Gender verification**

In any competition, a player may be required upon request to submit to gender verification to determine sexual status.

In the event that the gender of a player is questioned, the medical delegate (or equivalent) of the ITF shall have the authority to take all appropriate measures for the determination of the gender of a competitor.

The results of any tests conducted will not be made public out of deference to the human rights of the individual concerned but will be reported to the chairman of the ITF sport science and medicine commission who shall advise the board of directors of the gender of the player concerned.

Failure by a player to submit to testing upon the request of the ITF shall subject the player to immediate suspension from the competition until such time as the appropriate testing is carried out in accordance with these regulations.

#### **Transsexuals**

Any individuals undergoing sex reassignment from male to female before puberty are regarded as girls and women (female), while those undergoing reassignment from female to male are regarded as boys and men (male).

Individuals undergoing sex reassignment from male to female after puberty (and the converse) are eligible for participation in female or male competitions, respectively, under the following conditions:

- Surgical anatomical changes have been completed, including external genitalia changes and gonadectomy.
- B. Legal recognition of their assigned sex has been conferred by the appropriate official
- C. Hormonal therapy appropriate for the assigned sex has been administered in a verifiable manner and for a sufficient length of time to minimise gender-related advantages in sport competitions.
- D. Eligibility should begin no sooner than two years after gonadectomy.

In all instances, a confidential case-by-case evaluation will occur.

#### APPENDIX F

# MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

These This Appendix F sets out minimum standards are that, unless stated otherwise, apply to all World Group and World Group II Ties except the Final (see Appendix G), in addition to the any other requirements relating to the erganisation of all World Group and World Group II Ties stipulated elsewhereorganization of such Ties set out in these the Regulations. In addition, for a Nation hosting the Final, please see Appendix G, and the Operations Manual.

The ITF must be consulted in advance if there is any doubt with regard to compliance with the points mentioned below as non-compliance may result in the relocation of a Tie and/or a fine.

The arrangements for all Ties shall be subject to approval by the Fed Cup Committee.

#### 1. Location

The city where the Tie is held must be a major city or heavily populated area of the country or territory. For Semifinal Semi-final Ties the city must be one of the top ranked cities in that country or territory. (For the Final see Appendix G).

#### 2. Airport

The airport must either be an international airport or capable of easy connection to an international airport by a regularly scheduled large commercial jet aircraft and must be easily accessible from the city where the Tie is held.

#### 3. Accommodation

There must be sufficient hotel accommodation of the highest category able to accommodate both teams, Title and International Sponsors, media and officials.

#### 3. The Stadium

The stadium must be within reasonable distance from the hotels (maximum 30 minutes by car).

# 4. Minimum Seating Capacity

Minimum spectator capacity of 4,000 seats (exceptions may be made for World Group and World Group II First Round and Play-off Ties).

#### 5. Transportation

An efficient transportation system must be provided to take the players and officials to and from the airport and, most importantly, frequent and regular transport between the Tie hotels and the venue.

# 6. Facilities

The stadium and venue must have appropriate on-site facilities including but not limited to:

- (a) Locker Rooms
  - Fully equipped changing rooms of suitable international standard (one for each team).
- (b) Players' Lounges
  - Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.
- (c) Anti-doping testing facilities
- (d) Public Address System
- (e) ITF Offices

The ITF Representative and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities.

At all Ties, the Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct dial land line telephone and high-speed internet access..

- (f) Media Conference Room
  - Player interview room with easy access from the court and changing rooms.
- (g) Media Work Area

Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.

(h) Television

The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual Operations Manual.

(i) Photographers

The court/stadium must have appropriate positions arranged courtside for photographers to be approved by the ITF as per these Regulations and the operations manual Operations Manual.

(j) Public Facilities

Public toilets (which must be free of charge), catering and parking.

(k) On-Court Equipment

The stadium must be able to accommodate all on-court equipment such as scoreboards, line umpires, dais, etc.

#### 7. Media Liaison

One person must be appointed for the duration of the Tie with a good knowledge of English operating from the media room and able to answer any overseas telephone calls relating to the Event.

#### 8. Official Organiser

One person, the <u>official organiserOfficial Organiser</u> (see Regulation 27), with suitable languages must be available to liaise at all times with the ITF Representative on-site to ensure a smooth running of the event.

#### 9. Team Host

One person must be appointed as 'Team Host' for the Visiting Team able to assist at any time and able to speak English or the language of the Visiting Team.

#### 10. Officials

These must be appointed as outlined in Regulations 37 and 38.

In addition, the Home Nation must also appoint the following Tournament Personnel:

- Chief Umpire
- Line Umpires
- Chief of Ballkids
- Ballkids
- Independent Doctor
- Stringer (at least one stringer must be operational from four (4) days prior to the start and for the duration of the Event)

If not provided by the ITF, uniforms must be provided for the Line Umpires and Ball Kids. Meals, while on site must be provided for the Referee, Chair Umpires, Line Umpires and Ball Kids.

# 11. Communications

Walkie Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF, then they will be required for the Referee, the ITF Representative(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the doping control team in the event that anti-doping testing takes place.

# 12. Security

The Home Nation is responsible for the formulation, administration and implementation of a comprehensive security and safety plan that:

- Ensures, as far as is reasonably practicable, the health, security, safety and welfare of all members of the delegation of both teams, ITF delegates, employees and contractors and any officials, at all times, from arrival in the host country or territory until departure from the host country or territory or 24 hours after the conclusion of the Tie, whichever is the sooner.
- Ensures as far as reasonably practicable the health, safety, security and welfare of any and all who are in attendance at the Tie in any capacity and;

Applies to any facility or transportation associated with the Tie including the venue for the Tie, any relevant hotel, any venue for any official functions organised or sanctioned by the Home Nation or the ITF.

#### Further, the Home Nation must:

- Comply with all security health and safety laws, regulations or guidelines applicable to the holding of an event in the location of the Tie;
- 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 and the implementation of the Security Plan;
- · Comply with such security guidelines as are issued by the ITF from time to time;
- Complete the ITF Security Questionnaire in a working language of the ITF and provide such Questionnaire and further documents or information as is requested by the ITF from time to time; and
- Notify the ITF in the event of it being informed about any specific security risk at or in connection the Tie.

Where special circumstances apply to a particular Tie, the National Association of the Visiting Nation may no later than 14 days prior to the Tie request of the Home Nation that the need for specific security arrangements be taken into account. Should the Visiting Nation attend with their own security personnel, such personnel must be identified to and liaise with the Home Nation's Security Officer.

#### 13. Insurance

(a) Public and Products Liability Insurance

The Home Nation is responsible for taking out a suitable public and products liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as an additional insured on the policy, and a copy should be provided to the ITF on request.

#### (b) Other Insurances

The Home Nation is responsible for taking out all compulsory insurance covers that are required by local legislation e.g. employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place — including for example material damage/business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

### (c) Event Cancellation Insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

#### 14. Official Functions

The following must take place:

- Captains' Meeting (as outlined in Regulation 38)
- Official Draw
- Official Dinner (an Official Dinner must be held during the week of the Tie, In the case of the Final, a Dinner must be held on the last evening.
- Opening Ceremony on the first day of the Tie.

All venues, dates and times of the official functions are subject to prior approval of the ITF.

# 15. Official Programme

The ITF must receive a minimum of five pages free of charge in the official programme for each Tie including the Fed Cup Final.

#### APPENDIX G

#### ARRANGEMENTS FOR THE FED CUP FINAL

#### I. INTRODUCTION

The Fed Cup Final will be contested by the two Nations that win their semi-final Ties (each, a "Finalist Nation") at a fixed venue chosen by the ITF. Unless specified otherwise, references to 'Home Nation', 'Host Nation' and/or 'Visiting Nation' in the Regulations do not include a 'Finalist Nation'.

The right to host the Fed Cup Final is subject to a tender process. The "Final Host" in this Appendix G is the entity that successfully bids to host a Final. Unless specified otherwise, references to 'Home Nation', 'Host Nation', 'Visiting Nation', 'National Association' and/or 'Nation' in the Regulations do not include the Final Host.

Where any matters regarding the organisation of the Final are not provided for in the Regulations, including this Appendix G, or in any other documents or guidelines applicable to the Final, the Fed Cup Committee may, at its discretion, determine the most appropriate course of action.

### II. RIGHTS AND OBLIGATIONS OF THE FINAL HOST

Without prejudice to any rights of ITF Licensing (UK) Ltd pursuant to any agreement with the Final Host, the Final Host agrees to be bound by and to comply with the Rules and Regulations, and to be subject to the applicable sanctions and penalties set out in those regulations.

Further rights and obligations of the Final Host are set out in this Appendix G and the Hosting Agreement.

# III. RIGHTS OF FINALIST NATIONS

Finalist Nations shall (at a minimum) have the following rights in relation to the Final:

# COMMERCIAL RIGHTS

The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Finalist Nations will be set out in the Commercial Letter.

#### 2. TICKETS

Appendix H (section on Visiting Nation) is replaced with the following:

# Complimentary tickets/hospitality

For each Finalist Nation (per session):

- (a) 12 seats positioned immediately behind the seat on the court occupied by its Captain;
- (b) up to 10 seats, in priority positions, in the Presidential Box for its VIPs. Hospitality must also be provided free of charge for those places; and
- (c) 100 first category tickets.

### Purchased Tickets/Hospitality

Each Finalist Nation is entitled to purchase (per session) at least 5% of the total available tickets less any complimentary tickets provided. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes). The seats in each price category must be positioned together in significant numbers. Each Finalist Nation must be given first choice for the location of their complimentary and purchased tickets, after the requirements for the Presidential Box have been met.

Finalist Nations must confirm to the Final Host whether or not they wish to take up their option to purchase such tickets within the deadline specified by the Final Host that has been agreed with the . The balance of the 5% must be located in a block starting in the area directly behind or opposite the team bench of the Finalist Nation requesting the tickets, unless otherwise agreed by the ITF.

### **Hospitality**

Each Finalist Nation shall be entitled to purchase (per session) 100 hospitality passes of a first class standard at market price.

When requested by the deadline specified by the Host, the Final Host will provide to a Finalist Nation a reasonable sized facility on-site (maximum 100 people) for hospitality for the official party of the Finalist Nation. Food, drink, decoration, etc., will be charged to the Finalist Nation at cost.

#### **ACCOMMODATION/MEALS**

Regulation 44(b) is replaced with the following:

On-site food and meals will be provided free of charge to the Finalist Nation Team Members on match days, in accordance with the Hosting Agreement.

## **TRANSPORTATION**

The Final Host will provide at least the Finalist Nation Team Members and Presidential Box guests with complimentary airport transfers and daily transport from the hotel to the Final Ground, and all

# ARRANGEMENTS FOR THE FINAL

References in the Regulations to 'Neutral Ground' do not include the Final Ground, and Regulations relating to Choice of Ground do not apply to the Final. Regulation 22 is replaced with the following:

The ITF will choose the location for the Final prior to 31 December in the year preceding the start of the Competition ("Final Ground"). Such choice is at the discretion of the ITF and is not subject to challenge, even in circumstances where the Final is held in the country of one of the Finalist Nations (as Finalist Nations will not be known at the time of the Final Ground selection). The ITF will choose the surface of the court and the ball.

# 6. MINIMUM STANDARDS FOR THE ORGANISATION OF THE FINAL Regulation 23 and Appendix F are replaced with the following:

- The Final will be held in a major city or heavily populated area of a country, with (or with easy connections to) an international airport that is easily accessible to the Final Ground.
- Requirements relating to accommodation (see also Article 3 of this Appendix G), the stadium (including minimum seating capacity), transportation (see also Article 4 of this Appendix G), facilities, media liaison, Event Director (referred to as the Official Organiser in other Ties) (see also Article 8 of this Appendix G), officials (see also Article 16 of this Appendix G), communications, insurance to be taken out by the Final Host, team host, and publicity material, shall be set out in the Hosting Agreement.
- The Final Host is responsible for the formulation, administration and implementation of a comprehensive security and safety plan in accordance with the Hosting Agreement. Where special circumstances apply to a particular Final, no later than 14 days after the Semi-Final, any Finalist Nations may request that the Final Host make specific security arrangements. Should any Finalist Nations attend the Final with its own security personnel, such personnel must be identified to and liaise with the Security Officer appointed by the Final Host.
- Finalist Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known

financial risks arising from the rescheduling, cancellation or abandonment in whole or in part of a Final due to an event considered to be a force majeure event.

- (e) The ITF will determine which Official Functions will take place, which may be stand-alone events or combined, and may include but are not limited to:
  - a) Captains' Meeting (as outlined in Article 17 of this Appendix G)
  - b) Official Draw
  - c) Post-Draw Press Conference
  - d) Official Dinner (which must take place on the evening two days prior to the first match)
  - e) Opening Ceremony
  - f) Presentation Ceremony
  - g) Closing Ceremony

All venues, dates and times of the official functions are subject to prior approval of the ITF. The Final Host must consult with the ITF to ensure that the arrangements for each official function are appropriate.

### 7. GENERAL ARRANGEMENTS - VISAS

Regulation 25 is replaced with the following:

The Final Host must advise the Finalist Nations of any requirements for visa applications, and assist Team Members of Finalist Nations and officials participating in the Final in arranging visas, in accordance with the Hosting Agreement. Finalist Nations must act in a timely manner when arranging visas.

### 8. EVENT DIRECTOR AND SECURITY OFFICER

Regulation 27 is replaced with the following:

The Final Host must appoint an English-speaking Event Director to organise the Final and a suitably qualified Security Officer, in accordance with the Hosting Agreement.

## 9. ARRANGEMENTS FOR PRESS AND MEDIA

Regulation 28 is replaced with the following:

The Final Host shall make suitable arrangements for press and media, in accordance with the Hosting Agreement.

# 10. TEAM NOMINATIONS

(a) Regulation 31(d) is replaced with the following:

A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:

Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.

Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, the Referee must sanction the substitution of that player by another player nominated for the Tie.

The ITF may amend these deadlines in advance of the Final.

#### (b) Regulation 31(f)(i) is replaced with the following:

A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.

The ITF may amend these deadlines in advance of the Final.

#### V. CONDUCT OF TIES

# 11. FINAL TIE – HOW DECIDED

Regulation 32 is replaced with the following:

- (a) The ITF will determine the order and schedule of play for the Final. The Final Tie shall be decided by the combined results of singles and doubles, and the side that wins the majority of matches will be the winner. The Final Tie shall consist of four singles and one doubles:
  - i) Unless specified otherwise by the ITF, in singles, each team shall consist of two players, who shall each play against each of the opposing team to the best of three tie-break sets.
    - The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
  - ii) In the doubles, each team shall consist of two players, who shall play against the opposing team to the best of three tie-break sets.
  - iii) Unless specified otherwise by the ITF, the doubles match must take place after the fourth singles match.
- (b) Unless specified otherwise by the ITF, the policy for playing dead rubbers is as follows:
  - i) If the third singles decides the outcome of the Final, neither the fourth singles
     match nor the doubles match will be played unless the Executive Director
     decides otherwise. The closing ceremony will take place after play has
     concluded.
  - ii) If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.
  - iii) If any dead doubles match reaches one set all, the third set will be a match tie break (10 points).
- (c) If a result has not been obtained and weather or any other unavoidable hindrance forces play to be abandoned, Finalist Nations must stay and play for two additional days after the scheduled completion date for the Final, unless otherwise decided by the Executive Director. Where the Final is not completed in those two additional days, every effort must be made by the Finalist Nations and their Team Members to conclude the Final over further additional days, as directed by the Executive Director.

If the Final cannot be concluded over further additional days, or the Executive Director determines that the Final shall be postponed, the Fed Cup Committee will then notify the two Nations concerned of the new date by which the Final must be played and concluded. Failure to conclude a Final by the date fixed, or as provided above, shall render both teams liable to be defaulted.

All arrangements for the Fed Cup Final shall be subject to approval by the Fed Cup Committee (See Regulation 10).

include the following:

The Executive Director is responsible for taking any decisions relating to the implementation of this provision on site at the Final.

### 12. INTERVAL BETWEEN MATCHES

Regulation 33 is replaced with the following:

The ITF will determine the interval between the singles matches for the Final, which may be altered by the Referee on site if the circumstances require it.

# SURFACE OF COURTS, BALLS AND PLAYING CONDITIONS

(a) Regulation 34(a) is replaced with the following:

The ITF shall select the surface type of the courts to be used in the Final. The surface type shall 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 court surfaces & recognised courts: a guide to products and test methods", and must be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the WTA Tour held in the year previous to the Tie.

- Final is to be held must be the capital city or one of the major cities of that country or territory with an accessible international airport. There must be sufficient hotel accommodation of the highest category (maximum 45-minutes to the stadium by car) to accommodate teams, Title Sponsor and International Sponsors, media and officials.
- b) There must be a minimum spectator capacity of 5,000 seats unless otherwise agreed If the Executive Director determines that the Final Host is unable to provide a playable match court at the scheduled starting time, or at any point during the Final, the Executive Director shall in his absolute discretion have the power to delay and/or call off the match and/or Final. The ITF (in consultation with the Final Host) will reschedule the match and/or Final as soon as practicable, without forfeiture against either Finalist Nation. Any dispute (except between the ITF and the Final Host, which shall be governed by the dispute resolution clause in the Hosting Agreement) shall be
- settled by the Fed Cup Committee.

  (c) The appointment of representatives of the ITF to liaise with the Home Nation. representatives of the ITF must have an office on the site of the venue, to be provided by the Home Nation. The prime responsibility of these representatives shall be to ensure that all spensorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.
  - Accreditation and facilities for international press, including TV and photographers.

  - Allocation of tickets to the ITF and the Visiting Nation.

    Official functions (Draw, Presentation and Closing Ceremonies, Dinners, etc). The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the irst singles match on Saturday. The Closing Ceremony on court, including the presentation of the Fed Cup trophy to the Champion Nation, must take place on Sunday immediately following the last match unless otherwise agreed. If a result has een obtained after the third or fourth singles match, taking spectators and television nto account, the Executive Director shall, following consultation with the Referee and the Promoter have the authority to decide that the doubles match may not be played. he Official Dinner must be held on Sunday evening.
  - (g) Display of the Fed Cup Trophy on court both days. the responsibility of the Home Nation to provide security for the Fed Cup during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Fed Cup Trophy back to their sountry or territory (if away from home), clear the Trophy through customs and to pay any costs incurred.

is also the responsibility of the Winning Nation to arrange the shipment of the Trophy onto the ITF the following year, clear the Trophy through customs and to pay any costs incurred

- (h) Entertainment and requirements of the Title Sponsor and International Sponsors.
- Display areas, VIP rooms and offices for the staff of the ITF.
  Wi-Fi must be available free of charge to members of the public on site as per the guidelines set out in the Operations Manual and provided in accordance with the erms and Conditions set out in Schedule 1 to this Appendix G.

# SCHEDULE 1

# WIFI SERVICE MINIMUM STANDARDS

### 1. The following definitions shall apply in this Schedule 1:

"Prohibited websites" means any and all websites which contain pornography, illegal content of gambling, gaming and/or any other activity with an entry fee and a prize, or any offensive material, and such other websites as are notified to the National Association by the ITF in writing from time

# "User" means any user of the Wi Fi service;

"User data" means all information provided by users or collected in respect of users in connection with their use of the wi-fi services;

"Wi-Fi service" means the wireless networking technology that provides wireless high-speed internet and network connections free of charge to members of the public on site; and

# "Wi-Fi provider" means the provider of the Wi-Fi service.

- minimum in all hospitality areas, commercial areas and court area.

  Unless otherwise agreed in writing between the National Association and the ITF, all intellectual property rights in and to any and all user data shall vest jointly in the ITF and the National Association automatically upon creation and the ITF and the National Association chall each be entitled to use, exploit, assign, and license user data without the prior written consent of the other, subject to applicable data protection legislation. The National Association agrees to do, and procure that the Wi-Fi provider does, all acts and executes all documents as may be necessary to give effect to rights granted in this paragraph Error! Reference source not found...

### 4. The National Association shall procure that:

- The privacy policy for the Wi-Fi service is prominently made available. registration for the Wi-Fi service and that it notifies users that user data will be shared with the National Association and the ITF and used for the following purposes: marketing, analytics, and ervice improvement; and
  - b) The Wi-Fi provider prominently presents to users (when user data is first collected) marketing consent wording to enable the National Association and the ITF to send marketing communications to users, such marketing consent wording to be agreed in writing by the National Association and the ITF prior to the commencement of the Wi-F
- Upon the written request of the ITF, the National Association shall provide, or shall procure that the Wi-Fi provider provides, all user data in such format and at such frequency as the ITF

eceiving marketing communications from the National Association and the ITF.

- The National Association agrees at all times to ensure that users are clearly notified that the Wi-Fi service is not provided by the ITF and such notice shall clearly identify the Wi-Fi service as the provider of the Wi-Fi services.
- The National Association agrees at all times to ensure that no prohibited websites are accessible by users via the Wi-Fi service.
- National Association warrants and represents that:
  - a) It has the full right, title and authority to grant to the ITF the rights in the user data under paragraph Error! Reference source not found, of this schedule 1; and
  - and mandatory codes of practice relating to the processing of personal data and privacy and he provision of Wi-Fi services.

The ITF shall bear no liability to any Finalist Nations (or any of its Team Members), the Final Host or any other persons or entities for any loss incurred as a result of a delayed, cancelled or rescheduled match and/or Final.

(b) Regulation 34(b) is replaced with the following:

The pace of the courts to be used in the Final, excluding grass and clay surfaces, must have a measured ITF Court Pace Rating between twenty four (24) and fifty (50) inclusive when using the ball selected by the ITF for the Final. The ITF may conduct on-site testing to determine the Court

(c) Regulations 34(c), 34(e), 34(g) and 34(h) are replaced with the following:

The responsibilities of the Final Host in respect of the artificial lighting, court dimensions, court covers and minimum height to the ceiling requirements for the Final are set out in the Hosting Agreement.

(d) Regulation 34(i) is replaced with the following:

The ITF shall select the balls to be used in the Final, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber (with six (6) new balls) of the same brand to be provided at each change.

# 14. MATCH AND PRACTICE COURT AVAILABILITY AND PRACTICE ON COURT Regulations 35(a)-(d) are replaced with the following:

The Final Host is required to provide sufficient and suitable access to the match and practice court(s) during the Final, and to provide Finalist Nations equal access to those courts, in accordance with the Hosting Agreement.

# 15. COMMENCEMENT AND CESSATION OF PLAY

Regulation 36 is replaced with the following:

The ITF shall determine the times for the commencement and cessation of play during the Final to ensure that play is completed under reasonable conditions, in accordance with the Hosting Agreement. The times for cessation of play shall be decided by the Referee.

#### VI. COURT OFFICIALS

### 16. APPOINTMENT OF OFFICIALS

Regulation 37(a), (e) and (f) and Article 10 of Appendix F are replaced with the following:

In advance of the Final, the following appointments will be made:

(a) The Fed Cup Committee will appoint one or two Referee(s) with ITF Gold Badge certification (as required):

#### (b) The ITF will appoint:

- a. One Assistant Referee with at least ITF Silver Badge certification (if required);
- b. A sufficient number of Neutral Chair Umpires with ITF Gold Badge certification;
- c. A sufficient number of Review Officials with extensive Review Official experience at the Fed Cup World Group, Davis Cup World Group and/or Grand Slam level; and
- d. One Chief Umpire with at least ITF Silver Badge certification.
- (c) The Final Host will appoint: a sufficient number of Line Umpires (subject to ITF approval), a Chief of Ballkids, Ballkids, an Independent Doctor and a stringer (with at least one stringer operational from four days prior to the start and for the duration of the Final).

### 17. REFEREE - DUTIES AND POWERS

Regulations 38(a) and 38(c) are replaced with the following:

- (a) The Referee shall arrive to the Final Ground by the date specified by the ITF; and
- (b) The Referee shall call a meeting of the two Captains (with the date to be specified by the ITF) so that all three can sign a statement of arrangements to be made for the Final and the official functions.

Regulation 39(d) does not apply to the Final.

#### VII. FINANCE

### 18. EXPENSES - OFFICIALS

Regulation 42 is replaced with the following:

The fees, accommodation, subsistence and travelling expenses of any officials appointed by the ITF for the Final will be paid in accordance with the Hosting Agreement.

# VIII. SPONSORSHIP AND OWNERSHIP OF RIGHTS

# 19. OWNERSHIP OF RIGHTS

Regulation 46(b) is replaced with the following:

The commercial rights of the Final Host in relation to the Final are set out in the Hosting Agreement.

The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Team Sponsors will be set out in the Commercial Letter.

# 20. ADVERTISEMENTS

Regulation 47 is replaced with the following:

The advertising rights of the Final Host in relation to the Final are set out in the Hosting Agreement.

21. NATIONAL TEAM RIGHTS

Regulation 48 does not apply to the Final. See Articles 1 and 19 of this Appendix G.

# SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

Appendix H (section on the ITF, title sponsor and international sponsors) are replaced with the following:

The rights of the ITF, title sponsor and international sponsors in relation to seating/tickets and hospitality at the Final are set out in the Hosting Agreement.

# 23. PROGRAMME AND PUBLICITY MATERIAL Regulation 50 is replaced with the following:

The requirements applicable to the Final Host in respect of the Final programme and other publicity material for the Final are set out in the Hosting Agreement.

### 24. DATA RIGHTS AND OBLIGATIONS

Article 2(c) of Appendix L does not apply to the Final. The data rights granted to the Final Host, including those set out in Appendix 2(c) of Appendix L, will be set out in the Hosting Agreement.

The Final Host will have the following obligations in respect of Data rights:

(a) to assist the ITF in its efforts to exercise the Data rights under Appendix L; and

(b) to comply with all of the obligations also applicable to National Associations under Article 3 of Appendix L.

#### APPENDIX H

# SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

#### WORLD GROUP AND WORLD GROUP II

#### **VISITING NATION**

#### **Complimentary Tickets**

- 1) Twelve (12) seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- 2) Up to ten (10) seats, in priority positions, in the Presidential Box for the VIP's of the Visiting Nation. Hospitality must also be provided free of charge for these ten (10) places.
- 3) Fifty (50) first category daily tickets (one hundred (100) in the case of the Fed Cup Final). Where a stadium does not include any boxes, the Visiting Nation must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their 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.

These seats must be positioned at one location.

## **Purchased Tickets / Hospitality**

The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes)<sub>7</sub>.

The balance of the 10% must be located in a block starting in the area directly behind the team bench of the Visiting Nation, unless otherwise agreed by the ITF.

The Visiting Nation must confirm to the Home Nation within twenty (20) days of being advised of the venue and ticket prices whether or not it wishes to take up its option to purchase such tickets.

When requested, at least thirty (30) days before the Tie, the Home Nation will provide to The Visiting Nation a reasonable sized facility on-site for hospitality for the official party of the Visiting Nation (maximum fifty (50) people). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

### ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

#### **Complimentary Tickets / Hospitality**

- Six (6) seats in the Presidential Box for the VIP's of the ITF and seating for Title Sponsor and International Sponsors where requested.
   In the case of the Fed Cup Final seats for the following people must be reserved;
  - ITF Board of Directors
  - Fed Cup Committee
  - Up to four (4) members of the ITF's Senior Executive staf
  - The Presidents (and their partners) of other World Group Fed Cup—Nations
    attending the Fed Cup Final shall, provided adequate notice is given, be entitled to
    receive complimentary seats where available.

All persons receiving complimentary seats in the Presidential Box must be provided with hospitality by the Home Nation.

 Up to an aggregate of one hundred eighty (180) (two hundred thirty (230) for the Fed Cup Final) daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF. Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their 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. These seats must be positioned at one location.

#### **Purchased Tickets**

The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 five hundred (500) first category tickets (seven hundred (700) in the case of the Fed Cup Final) at the lower of US\$75 each (US\$100 each in the case of the Fed Cup Final) or face value. The seats in each price category **must** be positioned together in significant numbers. Such tickets must be in a good location and will be purchased by the ITF and confirmed thirty (30) days before the Tie.

The ITF, Title Sponsor and International Sponsors shall be entitled to purchase five hundred (500) hospitality passes-(seven hundred (700) in the case of the Fed Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc but does not include local taxes. The ITF, Title Sponsor and International Sponsors 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.

#### **APPENDIX I**

#### **WELFARE POLICY**

Any team member coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player or team (together "Player Support Team Member"), any player, and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff membergersonnel of any Nation, Competition host (whether a Nation or other entity) or the ITF, including (without limitation) officials, tournament directors, staff members, volunteers, consultants, agents, sponsors, health care providers, and members of the media (together "Credentialed Person") shall conduct himself/herselfthemselves in a professional manner at all times and in accordance with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined collectively as "Covered Persons".

**Commented [HM15]:** This is a revised definition that is only changed in substance to expand and cover the Host's personnel.

#### a. Elements of the Welfare Policy.

- i. Application
  - a) Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.
- ii. Unfair and/or Discriminatory Conduct
  - a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.
  - b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.
- iii. Abuse of Authority; Abusive Conduct
  - a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.
  - b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.
  - c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

# iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

- a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.
- b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished

mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.

- c) Covered Persons shall not engage in sexual harassment for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.
- d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary ines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b below.

#### v. Other matters

- (a) Criminal Conduct Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.
- (b) Conduct in General Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

# b. Violations/Procedures

- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF Executive Director responsible for the ITF Tournament in which the complainant participates. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, the ITF shall promptly investigate the matter. Upon request by the ITF Internal Adjudication Panel shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.
- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF may determine that the complaint does not merit further action. If the ITF determines that the complaint does merit further action, after notifying the accused individual of the charge(s) it shall refer the matter to the ITF Internal Adjudication Panel. After and giving the accused individual the opportunity to present his or her views, the ITF Internal Adjudication Panel may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF Internal Adjudication Panel may deem appropriate.
- iii. The ITF Internal Adjudication Panel reserves the right to extend to any or all ITF Tournaments a suspension or other disciplinary action taken against a Covered Person by

a National or Regional Association or other tennis organisation such as the Women's Tennis Association and Association of Tennis Professionals or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above. The ITF Internal Adjudication Panel reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above. The ITF Executive Director may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other tennis organisations as specified above and/or relevant authorities.

 Decisions of the ITF Internal Adjudication panel may be appealed to the Independent Tribunal in accordance with Regulation 15.

Any decision of the ITF Internal Adjudication Panel pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF Executive Director and/or the ITF Internal Adjudication Panel.

### **APPENDIX J**

#### RECIPROCITY

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all Fed Cup Ties, a suspension or other sanction issued against a Covered Person (as defined in Appendix I - ITF welfare policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any other tennis organisation including National Associations, the Grand Slam Board, Women's Tennis Association and Association of Tennis Professionals.

The ITF Internal Adjudication Panel shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other tennis organisation or any other relevant authorities. The ITF Internal Adjudication Panel may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities he considers appropriate in his absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

#### **APPENDIX K**

# RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE FED CUPFINAL

- 1 Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Fed Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Fed Cup team (participants) for the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either the Team Sponsor or one (1) local sponsor approved by the ITF), in the event that their team participate in the Fed Cup Final.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
  - The rights are restricted to use in connection with each participant's status as a member of her Fed Cup team and must only be used in materials featuring no less than four (4) participants;
  - b) Such images may only be used by sponsors as part of their association with the Fed Cup and in connection with references to the Fed Cup Final featured in the photography or visual reproduction or representation. No participant's image shall be used as a commercial endorsement of any of the sponsors' product or service;
  - Where such images are used by a Team Sponsor or ITF approved local sponsor, the use shall be restricted to within the geographic territory of the National Association only;
  - d) All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF;
  - e) No participant's image will be used in a manner that is materially more prominent than the images of other participants used;
  - f) In any event the rights are granted for a period of up to one (1) year.

Note 1: For the purpose of guidance for sponsors, ITF will apply the following scope and duration restrictions:

- i. Title Sponsor rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Fed Cup Final.
- ii. International Sponsors rights may be used on a worldwide basis for a maximum of one (1) month from the date of the Fed Cup Final. Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. Rights may not be used for any form of on-pack advertising or promotion.
- iii. Team Sponsor or ITF approved local sponsor the use shall be restricted to scope and duration defined in Paragraph 2 above and in addition, restricted to within the geographic territory of the National Association only.

#### APPENDIX L

#### **DATA RIGHTS**

#### 1. Definitions

"Match Period"

The following terms shall have the following ascribed meanings:

"Data Rights" shall mean the right to in any way use or create or assemble Official

Data including without limitation the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data including but not limited to the Live Scoring Rights.

shall mean in respect of each match the period commencing at the

start of that match and expiring 30 seconds after conclusion of the

last game in said match.

"Live Scoring Rights" shall mean the right to exercise Data Rights during the applicable

Match Period.

"Official Data" shall mean any order of play/schedule, draw, scoring (including,

without limitation live match scores/in-match incident such as match starting, challenge, a point being scored, number of aces etc.) <a href="Andand/">Andand/</a>/or other statistical information relating to the Competition, any Tie and/or the participants therein, howsoever generated and

including without limitation PAT Data;

"PAT Data" shall mean player performance analysis data and/or other data or

information collected by and/or with the co-operation of the Player and/or Team and/or National Association and/or analysis derived therefrom during a match in the Competition by means of any system of player analysis technology that is approved by ITF for use

in the Competition.

#### 2. Data Rights

The ITF will have the exclusive right to exercise the Data Rights including without limitation the Live Scoring Rights in respect of any and all Ties and/or any and all elements of the Competition. Each National Association will assist the ITF in its efforts to exercise the Data Rights.

The ITF hereby confirms that each National Association may on a royalty free basis use Official

Data by the following means:

- (a) The right to use the Official Data excluding PAT Data in National Association official publications and on official websites, mobile applications and/or other media outlets provided that any such use takes place after the applicable Match Period and is for non-gambling purposes;
- (b) The right to supply the Official Data excluding PAT Data to Official Sponsors and/or Suppliers of the National Team provided that any such supply takes place after the Match Period and is for non-gambling purposes; and
- (c) The right to use the Official Data excluding PAT Data for in-venue purposes (including by way of example and not limitation on in-venue scoreboards) before the expiry of the Match Period for non-gambling purposes;

In addition, the ITF confirms that where ITF provides a live score centre of any match on the ITF website the National Associations may request ITF's permission to incorporate a link on their respective official websites that enables viewers to access and view such live score centre. The ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with ITF directions.

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

### 3. Data Rights Protection

National Associations shall not allow or authorise the dissemination, transmission, publication or release of any Official Data and/or any match score or other related statistical data from the venue of any Tie.

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 Official Data and/or any match score or other related statistical data or for purposes relating to gambling shall be prohibited and each National Association shall take reasonable steps to enforce such prohibition (including without limitation by means of venue regulations, ticket conditions and accreditation terms), save for incidental use within editorial reporting. The exception to this provision is National Association and/or ITF credentialed personnel when used in the performance of their duties.

The National Associations shall co-operate with the ITF in relation to:

- Any system or scheme that the ITF implements for the exercise, collection, supply and/or licensing (in each case by the ITF itself or via an appointed third party) of Live Scoring Rights;
- Any measures that the ITF takes to protect the exclusivity of Live Scoring Rights and the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Official Data.

ITF and the National Associations shall at all times co-operate with and comply with the requirements of the Tennis Anti-Corruption Program.

#### 4. PAT Data Exploitation

ITF has, subject to the rules of tennis, agreed that Players and National Teams using approved pat systems may collect, collate, assemble and store PAT Data from games and matches played in the competition subject to the following conditions:

- i. During the Tie the National Associations, team members, coaches and players Team Members, and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data shall only use such PAT Data for internal analysis and coaching purposes of the respective player and/or team and such use shall be strictly subject to Rule 30 of the Rules of Tennis.
- ii. Each National Association, Team, and Team member, Coach and Player Member shall and undertakes to procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data at any time 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 4(i) above or that have otherwise been pre-approved in writing by ITF and shall take such steps as ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, in particular but without limitation no PAT Data or analysis or product derived therefrom shall be used or supplied to any third party for any purpose related to betting and/or gambling;
  - Ensure that ITF shall be 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 ITF shall be free to use such PAT Data and authorise third parties to use such PAT Data for any purposes;
- iii. In the event that such PAT Data is accessed by unauthorised third parties and/or ITF reasonably believes that PAT Data and/or PAT equipment and/or services are being used for any purposes in breach of these Regulations ITF shall be entitled to rescind its approval and the National Teams, Coaches and Players will immediately cease use of the PAT system pending resolution.

# **COMMITTEES**

### **Board of Directors**

David Haggerty (USA) (Chairman), Katrina Adams (USA) (Vice President), Anil Khanna (IND) (Vice President), Rene Stammbach (SUI) (Vice President), Martin Corrie (GBR), Sergio Elias (CHI), Ismail El Shafei (EGY), Bernard Giudicelli (FRA), Jack Graham (CAN), Thomas Koenigsfeldt (DEN), Celia Patrick (NZL), Mary Pierce (FRA), Aleksei Selivanenko (RUS), Stefan Tzvetkov (BUL), Bulat Utemuratov (KAZ), Mark Woodforde (AUS).

# **Fed Cup Committee**

Katrina Adams (USA) (Chairman), Christiane Jolissaint (SUI), Ivo Kaderka (CZE), Ulrich Klaus (GER), Ingrid Lofdahl Bentzer (SWE), Aleksei Selivanenko (RUS), Joan Pennello (WTA - Observer).

### The Executive Director:

Kris Dent, Senior Executive Director Professional Tennis ITF Ltd, Bank Lane Roehampton London SW15 5XZ Tel: (44) 20 8878 6464 executive.director@ITFtennis.com

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#### I. THE COMPETITION

#### 1. TITLE

The Competition, the ITF Team Championship for women, shall be called the Fed Cup.

#### 2. OWNERSHIP

The Competition, including the Zone Group Events, shall be owned and managed by the International Tennis Federation, hereinafter referred to as the "ITF". References to the International Tennis Federation shall hereafter mean ITF Limited.

#### 3. NATIONS ELIGIBLE

- (a) The Competition shall be open only to <u>National Tennis Associations that are Class B Members of the ITF.</u>
- (b) Every country or territory that is represented by Class B Members entitled to take partEach such National Tennis Association participating in the Competition isshall hereinafter be referred to as a "Nation" or "National Association", and the Nation heldingthat last won the Championship is hereinafter referred to as the "Champion Nation".
- (c) Notices issued in connection with the Competition shall be sent to the National Tennis Associations of the competing Nations.
- Note 1: The Board of Directors agreed that Pacific Oceania be granted an extended dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth to include players from Associate Member Islands only and to exclude players from Australia and New Zealand until such a time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right when the future participation of Pacific Oceania would be reviewed.
- Note 2: The 1996 AGM agreed that the Organisation of Eastern Caribbean States (OECS) be granted dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth until such time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right, when the future participation of OECS would be reviewed.

### 4. ENTRIES

- (a) The closing date for eligible Nations to enter the Competition shall be no later than 1st July in the preceding year.
- (b) The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of no less than three-quarters of those present and voting. Where in any year the Annual General Meeting takes place prior to the entry deadline and/or after the Draw for the Competition the following year, the powers conferred on an Annual General Meeting in relation to the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of no less than two-thirds of those present and voting.
- (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the Draw, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group Play-off Round based on the Fed Cup Nations Ranking.
  If a Nation which is eligible to take part in World Group II does not enter or withdraws, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group II Play-off Round, based on the Fed Cup Nations Ranking.
- (d) If, before the Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries or territories, or is

absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations that lost in the World Group Play-off Round, based on the Fed Cup Nations Ranking. If, before the Draw is to take place, a Nation which is eligible to take part in the World Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations who competed in World Group II Play-off Round, based on the Fed Cup Nations Ranking. Consequential amendments to the composition of the Zone Groups shall be made by the Fed Cup Committee.

(e) Notwithstanding any other provision of these Regulations, the ITF has the absolute right to refuse to accept a Nation's nomination of any individual to participate as a Team Member in the Competition. The ITF may exercise that right as it sees fit, with or without providing reasons.

#### 5. RULES AND REGULATIONS

- (a) The Competition shall take place in accordance with these Regulations Fed Cup Regulations, including the attached appendices, which include the Fed Cup Code of Conduct at Appendix B (together, the "Regulations"), the Constitution of ITF Limited, the Rules of Tennis, the Fed Cup Code of Conduct (hereinafter set forth in Appendix B) and the Fed Cup Operations Manual and Commercial and Operational Guidelines Letter (see Regulation 51) (collectively, the "Rules and Regulations"), and the Tennis Anti-Doping Programme and Tennis Anti-Corruption Program (see Regulations 7 and 8).
- In submitting an entry a Nation, and its team members, including the Cal undertake to abide by and fulfil all their obligations under these Rules and Regulations and the Fed Cup Code of Conduct. Any Nation and its team members, including the Captain, failing to honour this undertaking shall be subject to penalties as prescribed in these Rules and Regulations or the Fed Cup Code of Conduct respectively. In submitting an entry, a Nation, its Officers, Directors, Employees, Representatives <del>and its team members agree</del>and/or participating in the Competition, a Nation, and each of its "Team Members" (including, without limitation, its players, extra players Captain, coaches, trainers and other player support personnel and team members nominated to participate in, or otherwise attending or participating in the Competition). agrees to be bound by and to comply with the Rules and Regulations. Any Nation or other entity (including any of its officers, directors, employees, representatives consultants, agents and volunteers) responsible for hosting a Tie (including the Final Four) agrees to be bound by and to comply with the Rules and Regulations. Each Nation and each of its Team Members and any host of a Tie (including the Final Four) who breaches any of its/his/her obligation(s) under the Rules and Regulations shall be subject to the applicable penalties set out in the Rules and Regulations
- Subject to Regulation 5(d), below, in submitting an entry, a Nation and each of its officers, directors, employees, representatives and Team Members agrees, as a condition of entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present orand future claims and injuries, if any sustained in travelling to and/or from, and/or participating in the Competition, against each of the ITF, the Home-Nation/Host Nation, the Final Four Host and any Sponsors of the Competition.
- (d) Nothing in these Regulations excludes or limits the liability of the ITF, Home/Host Nation, Final Four Host or Sponsors of the Competition (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 aw.
- Insurance The National Association shall ensure that appropriate travel, medical, and personal accident, including repatriation insurance is in place for their players and

Commented [HM1]: This was identified in late 2017 as a gap in all ITF regulations. Most sporting bodies have a general power to refuse entry. It provides a "catch-all" in the event that something occurs which is not covered by any other Regulations but where we would want to refuse entry for a particular reason.

Commented [HM2]: These changes are to improve the regulatory link that the ITF has over participants and Nations, i.e. that by participating in the competition all Team Members, Nations, or host of the Final, agree to be bound by the Rules and Regulations. This draws on wording that was already included in the Code of Conduct. In addition, a definition for Team Member has been included that is then used throughout the Regulations where appropriate.

Commented [HM3]: The changes in (c) and (d) are to make the exclusion of liability comply with English law, which does not permit anyone to waive liability for death or personal injuries caused by negligence, or for fraud. It also ensures that the exclusion doesn't overstep any other applicable law that may restrict what the ITF can exclude its liability for.

- Player Support Team Members while travelling to and from and whilst training and participating in Fed Cupthe Competition and shall bear the cost of such insurance.
- (ef) Each player or Captain nominated to participate in the Competition grants and assigns to the ITF the right in perpetuity to make, use and show from time to time and at its discretion, motion pictures, still pictures and live, taped or filmed television, games based imagery and other reproductions of her in connection with the promotion of the without compensation for herself, her heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix K and/or as otherwise agreed by separate agreement.

# 6. TROPHIESTHE TROPHY

The Trophy presented by the ITF shall be awarded to and retained each year by the winner of the World Group and shall remain the property of the ITF.

After the Final, it is the responsibility of the Champion Nation to arrange for the shipment of the Fed Cup Trophy:

- (a) back to its country or territory, clear the Trophy through customs and to pay any costs incurred; and
- (b) to the ITF the following year, clearing the Trophy through customs and paying any costs incurred.

#### 7. ANTI-DOPING

- (a) The Tennis Anti-Doping Programme (the "TADP") applies to the Fed Cup, and all Competition. All players who are entered or who participate in the Fed CupCompetition and allany of their "player support personnel" Player Support Personnel (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. The TADP may be downloaded at www.itftennis.com.
- (b) Anti-doping control tests may be conducted during the <u>competition</u> on accordance with the TADP.
- (c) If any player's results in the Fed-CupCompetition are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the Fed CupCompetition, except that any wins in the case of the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation which originally lost the Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where player's results in a Tie other than the Final are disqualified pursuant to the TADP, her Nation will incur a financial penalty of 20% of the PILA component of its payment for the Tie for\_each singles match that she played in the Tie and 10% of that PILA component for each doubles match that she played in the Tie.
- (e) The player whose results in the Fed Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Fed Cup Code of Conduct.
- (£) All financial penalties paid pursuant to this Regulation will be wholly and exclusively used by the ITF to defray TADP costs.
- (g) Femininity Controls: As outlined in Appendix E.

# 8. ANTI-CORRUPTION

The Tennis Anti-Corruption Program applies to the Fed Cup, and any player or other covered person Competition. Any player who is entered or who participates in the Competition and any other Covered Person (as defined in the Tennis Anti-Corruption Program) who enters or participates in the Fed Cup shall be deemed to have agreed to be

bound by and to comply with all of its provisions. The Anti-Corruption Program may be downloaded at www.tennisintegrityunit.com.

#### **II. MANAGEMENT**

### 9. BOARD OF DIRECTORS

(a) Management

The Fed CupCompetition shall be managed by the Board of Directors of the ITF which may intervene in the organisation of any Tie to protect the best interests of the Competition.

(b) Duties

The duties of the Board of Directors shall be:

- i) Where an entry has been accepted, to refuse the further participation of such Nation in the Competition, if in its opinion the participation of that Nation may result in any aspect of the Competition being endangered, in accordance with Regulation 4(b).
- ii) To determine that Ties shall not be played on the home courts of a Nation for an agreed period of time if 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 the safety of the participants.
- iii) To decide disputes arising in connection with financial matters.
- iv) To report to the Annual General Meeting on all financial matters.
- v) To amend the Regulations of the Competition consequently upon decisions taken at the Annual General Meeting.
- vi) To decide the scale of prize money.
- vii) To register in the name of the ITF any trade marks in connection with the Competition and to protect such trade marks.
- viii) Other duties as set out in these Regulations.

At least half the Directors must be present at a meeting for a decision of the Board to be valid. All decisions shall be based on require the vote of a majority vote of Directors to be passed, unless (1) Regulation 4(b) applies (in which case at least nine Directors must be present and at least two third of Directors present and voting support the resolution); or (2) the Chairman calls for a postal vote (in which case the required majority shall be two-thirds of all the Directors).

## 10. THE FED CUP COMMITTEE

The Board of Directors shall appoint every two years a Fed Cup Committee, consisting of a Chairman (who must be a member of the Board of Directors) and up to seven further members. Each of them must be from a different Nation, which Nation must have played in the <a href="Fed-CupCompetition">Fed-CupCompetition</a> in at least five separate years. For these purposes the President of the ITF shall be deemed not to come from any Nation.

- (a) The duties and powers of the Fed Cup Committee shall be:
  - i) To manage the World Group, World Group II and Zone Group Events.
  - ii) To administer the funds of the Competition within the financial framework of the ITF.
  - iii) To use the funds of the ITF for any necessary expenditure in the general interests of the Competition.
  - iv) To report to the Board of Directors on all financial matters.
- (b) The Fed Cup Committee shall submit regular reports to the Board of Directors.

#### 11. THE FED CUP EXECUTIVE DIRECTOR

- (a) The Executive Director shall implement and enforce the decisions of the Board of Directors, the Fed Cup Committee, the ITF Internal Adjudication Panel and Independent Tribunal and CAS relating to the Fed Cup Competition.
- (b) The Executive Director shall co-ordinate the arrangements for the Competition.

(c) For the purposes of correspondence and the issue of notices required by these Regulations, the Executive Director shall be the representative of the Board of Directors.

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

#### 12. THE ITF INTERNAL ADJUDICATION PANEL

The ITF Internal Adjudication Panel shall have exclusive jurisdiction, in the first instance, over the following matters:

- (a) Any request for a decision that is entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 30 or under Regulation 34).
- (b) Any dispute or question about the proper interpretation of these Regulations.
- (c) Any allegation by the ITF that a player has committed misconduct under the Fed Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation or any team member or other person or entity bound by these Regulations has failed to comply with any other aspect of the Rules or Regulations, except for:
  - (i) An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);
  - (ii) An allegation of violation of the Tennis Anti-Corruption Program (which shall be heard and determined by an Anti-Corruption Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);
  - (iii) An allegation that a player or Related Person (as defined in the Fed Cup Code of Conduct) has committed a Major Offence under the Fed Cup Code of Conduct (which shall be heard and determine by the Independent Tribunal, in accordance with Regulation 16); or
  - (iv) An allegation that a player has committed an offence under the Fed Cup Code of Conduct that is not a player Major Offence or misconduct-or a breach of the Welfare Policy (which allegation shall be resolved by the Referee of the Tie in question)
- (e) Any other dispute arising out of or relating in any way to these Regulations.

Decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, subject only to the Rights of Appeal set out in Regulation 15.

# 13. PROCEDURES BEFORE THE ITF INTERNAL ADJUDICATION PANEL

(a) Matters referred to the ITF Internal Adjudication Panel will be governed by the ITF Internal Adjudication Panel Procedural Rules. Where the ITF Internal Adjudication Panel upholds an allegation of breach of the Rules and Regulations, it will determine the sanctions for such breach in accordance with the sanctions provisions of the ITF Internal Adjudication Panel Procedural Rules, unless thesethe Rules and Regulations specify the sanctions for such breach (whether in Regulation 14 or elsewhere in these Rules and Regulations), in which case the ITF Internal Adjudication Panel will apply such specific sanctions.

(b) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

# 14. SPECIFIC SANCTIONS FOR BREACH

- (a) If a Nation withdraws from the Competition after the Draw has been made, that Nation will not be eligible to take part in the <u>Fed CupCompetition</u> in the following year, unless otherwise decided by the ITF Internal Adjudication Panel. In addition, and/or in the alternative, the ITF Internal Adjudication Panel may fine the withdrawing Nation.
- (b) If after the ITF has approved the arrangements made for playing a Tie, a Nation fails to send a team to compete in such Tie, that Nation shall be deemed to have defaulted. It

shall be liable for all reasonable expenses including general travelling expenses incurred by the ITF, and/or the other Nation or Nations concerned in the Tie up to the date when notice of default was received by the ITF. In addition, the ITF internal Adjudication Panel may impose a fine on the defaulting Nation. Any claim for the expenses under this paragraph must be made within two months of the date fixed for the conclusion of the Tie. The defaulting Nation shall be allowed one month from the date of the notification to pay all claims and expenses and fines and shall not be eligible to enter the Competitions until such sums have been paid in full.

- (c) If a Nation fails to carry out the sponsorship requirements contained in section XI of these Regulations (Sponsorship and Ownership of Rights) without the consent of the ITF, the ITF Internal Adjudication Panel may:
  - (i) Impose a fine on that Nation-and/or;
  - (ii) Rule that Nation ineligible to receive payments and/or;
  - (iii) Order forfeiture of that Nation's Choice of Ground on the first occasion on which it is entitled to such choice in the following Competition; and/or;
  - (iv) Disqualify that Nation from one or more future Competitions.
- (d) A Nation that fails to pay a fine within three months shall not be allowed to participate in the <u>competitionCompetition</u> until the fine is paid in full, unless otherwise decided by the ITF Internal Adjudication Panel.
- (e) Where a Nation fails to make any payments, either to the ITF or to another Nation, the ITF Internal Adjudication Panel shall 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 <u>future</u> <u>competition</u> until its liabilities under this Regulation have been fully discharged.

A creditor Nation must file a claim with the ITF Internal Adjudication Panel within four calendar months of the conclusion of the Tie concerned giving particulars of the amounts due to it in respect of general travelling expenses, subsistence and details of the Gross Receipts (if known).

- (f) For all other breaches of the Rules and Regulations, the ITF Internal Adjudication Panel shall impose such consequences as it sees fit in all the circumstances of the case, such as:
  - (i) Disqualification from the Competition for the year in which such failure occurred; and/or
  - (ii) Disqualification from the Competition for future year(s) and/or;
  - (iii) A fine; and/or
  - (iv) Withholding all or part of the payments to that <u>nationNation</u> set out in Regulation 4545.
- (h) The ITF Internal Adjudication Panel shall have 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 the Nation has complied strictly with all of the Rules and Regulations throughout that period.

# 15. APPEALAPPEALS FROM DECISIONS OF THE ITF INTERNAL ADJUDICATION PANEL

- (a) Decisions of the ITF Internal Adjudication Panel under thesethe Rules and Regulations, and decisions by a Referee sanctioning a player for an offence under the Fed Cup Code of Conduct may only be challenged by way of appeal to the Independent Tribunal, which appeal may only be brought by one of the following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:
  - (i) The Nation that is the subject of the decision being appealed;
  - (ii) The Team Member who is the subject of the decision being appealed;
  - (iii) The Nation of the team member Team Member who is subject of the decision being appealed;
  - (iv) Any Nation that is directly affected by the decision being appealed; and <u>/</u>or
  - (v) The ITF.

- (b) Appeal proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. The Independent Tribunal will has the power to hear the appeal de novo and will have all of the sanctioning powers that the ITF Internal Adjudication Panel or Referee (as applicable) would have in relation to the facts as found by the Independent Tribunal.
- Proceedings before the Independent Tribunal will be governed by English Law, and the Independent Tribunal will operate as an Arbitral Tri ounalarbitral tribunal within the meaning of the Arbitration Act 1996.
- Decisions of the Independent Tribunal resolving appeals from the decisions of the ITF Internal Adjudication Panel shall be final and binding on all parties, and may not be appealed or challenged in any forum, save in the English court on the limited grounds set out in the Arbitration Act 1996.

#### **PLAYER** MAJOR OFFENCES 16.

- Any allegation by the ITF that a player or a Related Person has committed a Major Offence under the Fed Cup Code of Conduct shall be referred to and determined by the Independent Tribunal, sitting as a first instance arbitral panel. Proceedings before the Independent Tribunal will be governed by the Independent Tribunal Procedural Rules. If the allegation is upheld, the Independent Tribunal will have the power to impose the sanctions specified in the Fed Cup Code of Conduct.
- The ITF\_and/or, the player\_and/or Related Person may appeal the Independent Tribunal's decision to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Lawlaw.

### IV. DIVISION OF COMPETITION

#### **WORLD GROUP** 17.

The leading eight (8)16 Nations shall participate in the World Group. They shall be selected

The four (4) For 2018, the Nations who won their First Round match in the previous <del>year'sthat qualified for the</del> World Group and <del>the four (4) Nations who won their</del>-World Group lay-off the previous year. II under the 2017 edition of these Regulations.

(b) World Group Play-off Round
There will be a Play-off Round comprising the four (4) losing Nations from the First Round in the World Group and the four (4) Nations who have For any year subsequent to 2018, the eight Nations who won their first round Tie in the previous year's World Group II match.and the eight winners of the previous year's World Group Play-off Ties.

# WORLD GROUP #PLAY-OFF

(a) Participation
The four (4) Nations who won the previous year's World Group II Play-off Round and the four (4) Nations who lost in the previous year's World Group Play-off Round will compete in

# (b) World Group II Play-off Round

There will be a World Group Play-off Round comprising the four (4) Ties comprised of the losing Nations from the First Roundfirst round in the World Group II-and the four (4) Nations who have qualified from Zone Group Eventspromoted from the Groups I of the Americas Zone, the Asia/Oceania Zone and the Europe/Africa Zone, in accordance with Appendix A.

Note: Save where the context requires otherwise, references to the World Group in these Regulations include World Group Play-off Ties.

### 19. ZONE GROUP EVENTS

Nations who do not compete in the World Group-or World Group- will compete in one of the following Zone Group Events:

Americas Asia/Oceania Europe/Africa

Additional regulations for the Zone Group Events are set out in Appendix A.

## V. WORLD GROUP AND WORLD GROUP II

## 20. DATES FOR ROUNDS

- (a) All Ties shall be played during the calendar year of the sempetition Competition. The Fed Cup Committee shall decide dates for all Ties following discussion with the WTA. There will be an interval of no less than twelve days between the dates fixed for each Tie in the World Group and World Group II unlessexcept (i) where the two Nations and the Fed Cup Committee agree otherwise, and (ii) between the Semi-Final and Final (where the interval will be specified by the ITF at its discretion). The Fed Cup Final must be completed by 31 December.
- (b) Prior to the start of the Competition, the Fed Cup Committee shall inform the competing Nations of the dates on which the Ties have to be played.

### 21. THE DRAW

### **World Group**

- (a) —The Draw for the World Group, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time (see Regulation 22).
- (c) (c) Seeds
  - i) Four (4) Eight Nations shall be seeded. Seeds 1 and 2 shall be the Finalists of the year immediately prior to the year for which the Seeds are being selected and Seeds 3 and 4 shall be:

Their selection shall be made by the Fed Cup Committee. Seeds 1 to 4 shall be the four semi-finalists of the previous year. For any year subsequent to 2018, seeds 5 to 8 shall be allocated in accordance with the most recent Fed Cup Nations Rankings.

In 2018 only, The finalists in 2017 shall de seeds 1 and 2 and the two losing semi-finalists in 2017 and the four winners of the 2017 World Group Play-Offs shall together be seeds 3 to 8. Their seeding order shall be in accordance with the most recent Fed Cup Nations Ranking. in accordance with the most recent Fed Cup Nations Ranking.

(ii) Seeds shall be placed or drawn, as follows:

respectively. Seeds 1 and 2 shall be placed in positions 1 and 816 respectively. Seeds 3 and 4 shall be drawn first into position 5 and then position 12. Seeds 5 and 6 shall be drawn first into position 7 and then position 10. Seeds 7 and 8 shall be drawn first into position 3 and then position 6-14.

(d) —If two Nations have met each other in two successive years in the First Roundfirst round, in the third year they will be drawn in different sections halves of the drawsdraw.

## **World Group Play-off Round**

- (a) —A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the WorldZone Group First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) (c)—Seeds
  - i) Four (4)Eight Nations shall be seeded.
    Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
- (ii) ii) Seeds shall be placed or drawn, as follows:

Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7.7; seed 5 on line 9; seed 6 on line 11; seed 7 on line 13; seed 8 on line 15.

(d) If two Nations have met each other in two successive years in the World Group Play off Round, in the third year they will be drawn in different sections of the draws.

### World Group II

- (a) The Draw for the World Group II, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time
- (c) Seeds
  - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (i) (d)—If two (2)—Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

### World Group-II Play-off Round

- (a) A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group II First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
  - Four (4) Nations shall be seeded. Their selection shall be made by the Fee Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
  - ii) Seeds shall be placed as follows:

Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7 (d) If two Nations have met each other in two successive years in the World Group II Playeff RoundTies, in the third year they will be drawn in different sections of the drawsdraw.

## 22. CHOICE OF GROUND

(a) The Choice of Ground shall be determined in the following sequence:

- i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. Any meeting of two Nations in a Final Four in the 2018 Competition or later will not be considered for the purposes of determining Choice of Ground. If this is not applicable, then:
- ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.
  - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.
  - In both these cases the Nation with Choice of Ground is considered to have exercised such choice.
- (e) A Nation with Choice of Ground may lose such choice at any time if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation (war, political unrest, etc) to reach or play at the ground selected for the Tie due to an incident such as war, political unrest, terrorism or natural disaster. In such case:
  - i) The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
  - In this case the Nation with Choice of Ground is considered to have exercised such choice
  - ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
    - a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.
      - On the next two occasions the two Nations meet, the <a href="mailto:choice">choice</a> of <a href="mailto:ground">ground</a> will be with the Nation that lost its choice for the above reasons.
    - b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. 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.

iii) In exceptional circumstances the <u>Fed Cup</u> Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

### VI. GENERAL ARRANGEMENTS – WORLD GROUP AND WORLD GROUP II

### 23. MINIMUM STANDARDS FOR THE ORGANISATION OF TIES

The Home Nation must ensure that the organisation of a Tie meets with the minimum standards outlined in Appendix F.

### 24. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be received by the ITF for approval as follows:

- (a) In the case of World Group and World Group II Ties no later than sixty (60) days after the Draw
- (b) In the case of World Group semifinals quarterfinals no later than fifteen (15) days after the completion of the First Round.
- (c) In the case of the World Group and World Group II-Play-offs no later than twenty one (21) days after the Draw for the Play-offs.
- (d) In the case of the Final no later than thirty (30) days after the completion of the semifinals.

Announcements related to the Questionnaire can only be made after the Questionnaire has been approved by the ITF.

Any proposed change in venue, surface, times of play, balls and other matters in the approved Questionnaire, can only be made with the agreement of the ITF.

The proposed starting times may be varied by the ITF in order to accommodate any international television or other agreements provided that the ITF will first consult with the Home Nation and give full consideration to factors important to the success of the event within the Home Nation.

The Home Nation must ensure that during the period of the Fed Cup Tie no other tennis event is taking place within 125 miles of the venue selected for the Tie.

Each Nation in the World Group must, if it has the possibility of hosting a semifinal quarter final, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the start of the First Round. Each Nation in the World Group must, if it has the possibility of hosting the Final, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the semifinal sprevious round.

The ITF may in its discretion approve additional venues submitted for valid reasons after the initial submission. All potential venues must meet the minimum standards as set out in Appendix F. The ITF may disapprove any proposed venue if such venue does not meet these requirements.

Note: General arrangements for the Zone Group Events are included in Appendix A.

### 25. ASSISTANCE TO VISITING TEAMS

The Home Nation must give every assistance to officials and members of the visiting team, and ensure that visas are not withheld. Provided that the Visiting Nation has carried out the requirements to obtain the visas, the Home Nation must grant visas to a minimum of fifteen people per Visiting Nation and these must be approved fourteen (14) days before the commencement of a Tie. It is the responsibility of the Home Nation to advise the Visiting Nation of any requirements for visa applications when notifying them of arrangements for the Tie. Any dispute shall be settled by the Fed Cup Committee.

## 26. ARRANGEMENTS FOR THE FED CUP FINAL FOUR

See Appendix G for arrangements for the Fed Cup Fina

These Regulations apply in full to the Final Four (as defined in Appendix G) save where specified otherwise by the ITF, including (without limitation) in Appendix G (Arrangements for the Fed Cup Final Four), the Hosting Agreement, and/or other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final Four, Where there is a conflict between Appendix G (or any other document specific to the Final Four) and the text of these Regulations in respect of the Final Four, Appendix G (or the other specific document) shall prevail. Where there is a conflict between Appendix G and any other rules, guidelines, papers, policies or other notices (whether or not provided in writing) applicable to the Final Four that are adopted after the date that Appendix G comes into effect, the other rules etc shall prevail over Appendix G.

### 27. OFFICIAL ORGANISER AND SECURITY OFFICER

Within ten (10) days of the Draw or the completion of the previous round the Home Nation must inform the ITF of the appointment of an English-speaking official to organise each Tie (the "Official Organiser") and the appointment of a suitably qualified security officer (the "Security Officer").

The Official Organiser must at all times during a Tie assume full responsibility for the following:

- (a) The organisation and administration of the venue where the Tie is to be played;
- (b) Ensuring that the instructions of the Referee are carried out and that an internationally certified Chief Umpire is appointed to assist and liaise with the Referee in accordance with Regulation 37(e);
- (c) The appointment of an Independent Doctor for all Ties;
- (d) To ensure that all sponsorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.
- (e) Liaising with the Security Officer in relation to the performance of the security arrangements for the Tie.

The Security officer must at all times during a Tie assume full responsibility for the following:

- (a) The formulation, administration and implementation of the security plan for the Tie and all events and sites associated with the Tie;
- (b) Fulfilment of the obligations concerning security set out at Appendix F as may be amended from time to time;
- (c) Compliance by the Home Nation with all local laws, regulations and guidelines concerning the health, safety, security and welfare of all who participate in or attend for the purpose of the Tie; and
- (d) Liaising with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of a sporting event attended by spectators in the location of the Tie.

Note: It is understood that the officials appointed by the Home Nation, under this Regulation may delegate some of their duties to other persons involved in the organisation of the Tie. However, any such delegation must be advised to the ITF.

## 28. ARRANGEMENTS FOR PRESS AND MEDIA

The Home Nation shall make suitable arrangements for Press and Media as outlined in the operations manual Operations Manual.

# 29. TICKETS FOR VISITING NATIONS

See Appendix H for tickets for the Visiting Nation

### **VII. ELIGIBILITY**

### 30. ELIGIBILITY OF PLAYERS AND CAPTAINS

30.1 Age Eligibility

Only Players who have reached their fourteenth birthday by the first day of the Tie (for the World Group and World Group II) and the Monday of the week of a Zone Group Event may participate in the Fed Cup Competition.

30.2 Eligibility to Represent a Nation

Any tennis player who is in good standing with her National Association in accordance with Appendix D shall be qualified to represent that Nation as a player or Captain if:

- She has not previously represented any other Nation in <u>Fed Cup (excludingthe Competition (other than Junior Fed Cup)</u> or the Olympic Tennis Event; and
- b) (i) Is a citizen of that Nation and has held a current valid passport of that Nation for a minimum of 2 years (24 months)—or;
  - (ii) Is a citizen of that Nation, but in circumstances where that Nation does not issue its own passport has held a qualifying passport issued by or on behalf of that Nation for a period of two years (24 months) which confirms the player's place of birth as that Nation; or;
  - (iii) If after a consecutive period of five years (60 months) of residence in that Nation, she can provide a genuine reason for being unable to hold or make application to hold a current valid passport where:
    - (a) She was born, or has a parent or grandparent born in that Nation; or,
    - (b) She has obtained or procured the right to remain permanently or has been granted humanitarian protection in that Nation.
- 30.3 If a player is qualified under this sub-section to represent more than one Nation and the National Association of one of those Nations wishes to nominate her to represent it, that <a href="National">National</a> Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.

The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters.

- 30.4 A player who has represented, or has been eligible to represent a Nation and such Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those Nations.
- 30.5 A player who has represented, or has been eligible to represent a Nation and such Nation is absorbed in whole or in part by another Nation, shall immediately be eligible to represent such other Nation.
- 30.6 A player shall be deemed to have represented a Nation in Fed Cupthe Competition if she shall have been nominated at the time of the draw.
- 30.7 A National Association may apply to the ITF Internal Adjudication Panel for permission to nominate a player who is not eligible under this Regulation, on the basis that the full circumstances warrant an exception being made.
- 30.8 The Internal Adjudication Panel has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

# VIII. TEAM NOMINATIONS AND CONDUCT OF TIES

### 31. TEAM NOMINATIONS

- (a) Each competing Nation must, no less than ten (10) days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Fed Cup Executive Director without specifying which players shall play in singles and doubles:
  - i) A team of a minimum of three (3) players plus a playing or non-playing Captain
  - ii) A team of a maximum of four (4) players plus a non-playing Captain.

Two (2) of the nominated players may be changed up to one (1) hour before the Draw.

Any of the above nominations may be changed up to ten (10) days prior to the Tie.

Only players nominated in accordance with the above shall be selected to play in the singles and doubles contests of that Tie.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Tie.

Different players and/or Captain may be nominated by a Nation for each Tie.

If the Captain is unable to fulfil his/her duties on court, he/she may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw must take place on the day preceding the Tie and no less than 24 hours before the commencement of play, unless otherwise <a href="mailto:agreedspecified">agreedspecified</a> by the ITF, at its discretion.

Notification must be given to the Referee and to the opposing Captain.

- (b) Before the commencement of the Draw for the Tie each Captain must give to the Referee the names of the two (2) singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. In Zone Groups the singles ranking applicable is the one of the Monday prior to the week of the commencement of the Zone Group event. Special Rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. At the same time, the Captain shall give to the Referee the names of the doubles team.
- (c) After the Draw has been made, no variation may be made in the composition of the singles players for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for team disciplinary reasons or who, in his/her opinion, is incapacitated by illness, accident or other unavoidable hindrance.

Any substitute sanctioned by the Referee as a result of the withdrawal of a player for team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.

- (d) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
  - Notice of such change to the third singles match is given to the Referee at least one (1) hour before the scheduled start of play of the third singles match.
  - ii) Notice of change with respect to the fourth singles match is given no later than ten (10) minutes after completion of the third singles match.
  - (iii) If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, he/shethe Referee must sanction the substitution of that player by another player nominated for the Tie.
- (e) Any substitute nominated under section (d) above for the third or fourth singles match must be a player who has not competed in the first or second singles matches.
- (f) (i) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee within fifteen (15) minutes of the conclusion of the preceding singles match.
  - (ii) If, between the change of nomination deadline and start of play, in the opinion of the Referee one of the players is incapacitated by illness, accident or other

- unavoidable hindrance, he/she may sanction the substitution of the player, or both players of the team from among the players nominated for that Tie.
- (g) Before taking a decision as to the fitness of a player, the Referee must request her to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF medical certification", unless, in the opinion of the Referee, there is an obvious injury.
- (h) Any notice by a Captain under this Regulation must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

## 32. TIE - HOW DECIDED

- (a) Each Tie shall consist of four singles and one doubles.
- i) In singles, each team shall consist of two players, who shall <a href="each play each against each of the opposing team to the best of three tie-break sets">each of the opposing team to the best of three tie-break sets</a>.

  The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
- In the doubles, each team shall consist of two players, who shall play against the opposing team to the best of three tie-break sets.
- iii) The Doubles doubles match must take place after the fourth Singles match.
- iii) Each match must be played the best of three sets with tie-break in the first two

# e) (b) For all Ties in the World Group and World Group II;

With respect to the second day, if the third singles decides the outcome of the Tie, the fourth singles match will not be played and the dead <a href="mailto:rubber\_doubles">rubber\_doubles</a> <a href="mailto:rubber\_doubles">match will be played instead.</a>

If the fourth singles match decides the outcome of the Tie the dead\_<u>rubber</u> doubles match will be played.

### For the Fed Cup Final:

With respect to the second day, if the third singles decides the outcome of the Tie and is two full sets in duration, neither the fourth singles match nor the doubles match will be played. The closing ceremony will take place after the third singles. If the third singles is less than two full sets in duration the doubles match will be played and the closing ceremony will take place after the doubles match. If the fourth singles match decides the outcome of the Final, the doubles match

will not be played and the closing ceremony will take place after the fourth singles.

If any dead doubles match reaches one set all, the third set will be a match tie break (10 points)

All decisions relating to the implementation of this regulation shall be the responsibility of the Referee.

—v(c) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the second day, teams are not required to stay and play for one further day to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the second day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude the Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day.

If any player's commitment makes it impossible for her to stay longer than two days after the agreed completion date, the Tie shall be declared postponed by the Referee. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded. Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

### 33. INTERVAL BETWEEN MATCHES

There shall be an interval of 20 minutes between the two singles matches unless otherwise decided by the Referee. There shall be an interval of 30 minutes between the fourth singles match and doubles unless otherwise decided by the Referee.

## 34. SURFACE OF COURTS AND PLAYING CONDITIONS

(a) Surface

The ITF shall determine the surface type of the court to be used in the Competition. These surfaces shall be acrylic; asphalt; carpet; clay; hybrid clay; artificial clay; concrete; grass or artificial grass, as defined in the current version of "ITF approved tennis balls, classified court surfaces & recognised courts: a guide to products and test methods". A Tie shall 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 ITF. If the Home Nation under normal conditions as determined by the Referee is unable to provide a playable match court at the scheduled starting time, or at any point during the Tie, the Referee shall in his absolute discretion, have the power to call off the match and/or Tie. In such circumstances the Home Nation shall be deemed forfeited the match and/or the Tie and the Visiting Nation shall be declared the winner of the Tie. However, prior to making the decision to forfeit the Tie, the Referee must use best efforts to obtain the approval of the Executive Director or his designee. The Referee may also extend the starting time if, in his/her opinion, the match court could satisfactorily be made playable within a reasonable time.

For all Ties in World Group, World Group II and Zone Group II the court surface shall be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the WTA Tour held in the year previous to the Tie.

The ITF shall bear 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 and/or Tiel.

Note 1: For the purpose of this Regulation 'normal conditions' means climate conditions that are acceptable for play but where the match court, due to the fault of the Home Nation and/or court supplier and/or court installer, is unplayable in the opinion of the Referee. Rain or other unavoidable hindrance would not constitute a reason for the Referee to call off a match and/or a Tie and award the victory to the Visiting Nation.

Note 2: In the event that it is proposed to play a Tie on any court surface laid on a temporary basis, the Home Nation must notify the Visiting Nation and the ITF of such proposal no later than seven days after the date set for submission of the questionnaire (see regulation Regulation 24). Such notification must include the name of the individual or company that it is proposed would install the temporary surface and provide sufficient detail as to the proposed surface type, its components and the method of its installation and construction.

The ITF shall confirm in writing to the Home Nation whether the Tie may be played on the proposed temporary surface and/or whether the proposed installer is authorised to install such surface.

Notwithstanding the provisions of "article 17 of the Fed Cup Regulations", where Where the ITF refuses to grant a Home Nation permission to install the proposed temporary surface and/or use a proposed installer, the Home Nation and/or the proposed installer may appeal such decision to the Fed Cup Committee, whose decision shall be communicated to the parties in writing and be final and binding.

Note 3: In case an event is to be played on a carpet, the Home Nation must inform the Visiting Nation and the ITF about the type of carpet to be used and the

Commented [HM4]: We have included this wording in relation to the FVF, to clarify the TTF has no liability if a decision is made to postpone the final due to an inadequate playing surface. It is worthwhile including it here as well, in relation to all ties. type of base on which the carpet is to be laid. In no case shall a carpet be laid on a temporary basis when a Tie is held out of doors.

## (b) Court Pace Rating (CPR)

The pace of the courts to be used in the Competition, excluding grass and clay surfaces, must have a measured ITF Court Pace Rating between twenty four (24) and fifty (50) inclusive when using the <a href="tie-Tie-ball">tie-Tie-ball</a>. Where <a href="practical-practicable">practicable</a>, Court Pace Ratings shall be confirmed and approved by the ITF in advance of the Tie. Otherwise, all testing to determine Court Pace Ratings shall be conducted on-site.

If on-site testing establishes that the court does not comply with the required Court Pace Rating, the Home Nation shall be subject to one or more of the following penalties as determined by the ITF Internal Adjudication Panel:

- Reduction of Fed Cup Ranking Points;
- Fines:
- Ineligibility for all or part of Regulation 45 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasions when the Nation is entitled to choice;
- Relegation to a lower division of the Competition;
- Disqualification for the current year and/or entry refused for future Competitions.

### (c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 1200 lux (500 lux for Zone Groups) per square metre evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one (1) metre above the playing surface.

In exceptional circumstances, this minimum may be reduced provided that the approval of the Fed Cup Committee is obtained. Applications must reach the ITF as soon as possible and no later than the date fixed for submission of the completed Questionnaire for the Tie.

### (d) The Court

The lines of a court, other than a grass court, may be marked either with paint or other similar substance, or tapes of linen or other similar material, or metal painted white. Grass courts should be marked with chalk. A court marked for doubles with a doubles net may be used for singles matches, provided that it is properly equipped with singles sticks.

### (e) Dimensions

For all Ties in the World Group—and World Group—II, there must be a space behind each base-line of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet) unless otherwise approved by the ITF. For all ties in the Zone Groups there should 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) unless otherwise approved by the ITF. Furthermore, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the line umpires 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 more than 0.914 metres (3 feet).

### (f) Preparation of Court

From the date of arrival of the Referee and for the duration of the Tie nothing must be done to the surface of the court or court surrounds without his/her consent.

# (g) Court Covers

The Home Nation must ensure that high quality court covers with the appropriate water drainage adequate for all clay and grass courts, are provided in all outdoor Ties in World Group and World Group II. Such court covers must be available for use no later than four days prior to the commencement of the Tie. When a Tie is played on

hard court (acrylic type) appropriate equipment/ squeezers must be provided at all World Group and Zone Group Ties to remove water from the court.

(h) Minimum Height to the Ceiling

There must be a space from the court surface to the ceiling of no less than 9.14 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9.14 metres clear (12 metres in the case of World Group Ties) must reach the ITF as soon as possible and no later than the date fixed for approval of the completed Questionnaire for the Tie.

(i) Balls

The balls to be used in all Ties/Events in the Competition must be approved by the ITF, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber with six (6) new balls of the same brand to be provided at each change. For Zone Groups I, II and III the balls must be changed after the first nine (9) and each subsequent eleven (11) games in each rubber with four (4) new balls of the same brand to be provided at each change.

Type 2 balls may be used in all Ties/Events held at an altitude of less than 1,219 m above sea level.

Type 1 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as "slow" and Type 3 balls may be used where the court pace rating of the surface to be used in the Tie/Event is classified as "fast". Such use is subject to advance authorisation by the ITF for World Group and World Group II and Zone Group I ties\_Ties, and must be sought by the Host Nation no later than the date of the questionnaire for the Tie submission deadline;

In all Ties/Events held at an altitude of 1,219 m above sea level, or greater, Nations must use a ball type specified for use at high altitude, as described in Appendix I of the Rules of Tennis.

(j) General Conditions for a Tie

The Fed Cup Committee may, at any time, at its discretion intervene if, in its opinion, the conditions for or the circumstances surrounding any Tie including, but without limitation to, the climate, court surface or local organisation do not or are unlikely to ensure the maintenance at all times of the high ideals of the Competition.

## 35. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

The match court must be available for practice at least four days before the Tie is due to start. In addition, one:

One indoor practice court of exactly the same surface as, and in close proximity to the match court should be freely available to both teams during the four days before the Tie is due to start and during the period of the Tie.

The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case, the Visiting Nation shall have priority in the practice schedule-; and

If a hard court 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 teams during the four days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of only two days before the Tie is due to start.

(b) Outdoors:

The match court must be available for practice at least four days before the Tie is due to start—; and

In addition, two wo practice courts of exactly the same surface as, and in close proximity to, the match court, must be freely available to both teams during the five days before the Tie is due to start and during the period of the Tie.

c) In the case of a temporary clay court, a minimum of four days must be allowed from the start date for the construction of the court to the first day of practice.

- (d) All courts required for practice under sections (a) and (b) must be ready by no later than 9am on the indicated day and be in a condition suitable for competitive play as determined by the Referee.
- (e) All practice sessions on site during the week of a Fed Cup Tie will remain open. The court area will be restricted to the Competing Teams, Team personnel and ITF Officials only, as well as any other individual deemed appropriate by the Referee.
- (f) Practice on the match court must at all times before and during the period of the Tie be at the discretion of the Referee.

# 36. COMMENCEMENT AND CESSATION OF PLAY

- (a) The commencement and cessation of play must be arranged so that it is possible for the programme to be completed each day under reasonable conditions.
- (b) There must be a minimum of twenty (20) hours between the scheduled start of the first day's play and the scheduled start of the second day's play.
- (c) The programme for the first day must be arranged so that there are six (6) hours of daylight for play and on the second day so that there are eight (8) hours of daylight for play (unless otherwise agreed by the Fed Cup Committee) except that if it is intended that artificial light will be used, or if the Tie is held indoors, the programme must be arranged so that the first match does not start later than 4.00pm.
- (d) The Referee shall decide the times for cessation of play.

### IX. COURT OFFICIALS

#### 37. APPOINTMENT OF OFFICIALS

- (a) At least twenty one (21) days before a Tie, the Executive Director must appoint the Referee and two (2) Neutral Chair Umpires for each Tie in the World Group, World Group II and the Play offs.
- (b) The Officials must be selected from the current list of ITF Certified Officials.
- (c) The National Association of the officials concerned shall be informed of each appointment.
- (d) The Home Nation must ensure that when required, visas are issued to the Referee and to the Neutral Chair Umpires.
- (e) The Chief Umpire appointed by the Home Nation must have an ITF certification of Silver Badges or higher with respect to Ties in the World Group, Werld Group II and Zone Group I events and White Badge or higher with respect to Zone Group II and III events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie/Event.
- (f) Line Umpires for the World Group—and World Group—II must be approved by ITF Officiating and as minimum all Lines Umpires must have experience at international level events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie.

The ITF's judgment in (e) and (f) is final and binding.

# 38. REFEREE - DUTIES

The Referee must:

- (a) Arrive no later than on the Tuesday of the Fed Cup Week unless otherwise approved by the ITF.
- (b) Inspect the match court and practice courts.
- (c) Call a meeting of the two Captains by no later than the Thursday so that all three can sign a statement of arrangements to be made for the Tie and Official Functions.
- (d) Ensure that all arrangements for the Tie are satisfactory.
- (e) Ensure that the programme of play is arranged in accordance with Regulation 36 and, if necessary, change the time for commencement of play.
- (f) Ensure that Chair Umpires and Line Umpires have been appointed and at his/her discretion appoint substitutes for any of them during the course of a match.

- (g) Be entitled to a seat within the court enclosure placed in such a position that he/she will have a clear view of the court. However, when the Referee is assisted by a Neutral Chair Umpire, he/she may sit in close proximity to the court.
- (h) Prohibit any persons other than the contesting players, the Captains, the Chair Umpires, Line Umpires and Ball Kids from entering the enclosure during the course of a match unless he/she decides otherwise. For this purpose the enclosure shall mean the court as defined by the operations manual Operations Manual.
- (i) Decide any point of law which may arise.
- (j) Decide whether or not a match shall be begun or stopped owing to the state of the courts, the state of the weather, darkness, or other unavoidable hindrance, and, having been postponed or stopped, whether play shall begin or continue.
- (k) During the course of a Tie decide whether or not a match can be transferred indoors and/or to another surface in case of bad weather.
- (I) Impose or instruct a Chair Umpire to enforce the Code of Conduct should any disturbance or interference by spectators or others occur, or should any other activities around the court disturb the players.
- (m) Ensure that all members of the team, including the Captain, comply with the section of the Fed Cup Code of Conduct dealing with dress and equipment, including Team Identification.
- (n) Ensure that when substitutions are sanctioned for reasons of health, a medical certificate from the independent doctor is presented.
- (o) Change the decision of a Line Umpire or Chair Umpire, or order a point to be replayed, when a very clearly incorrect call or decision has been made relating to a Question of Fact. However, the Referee only has this authority when there is a nonneutral Chair Umpire officiating the match and the Referee is sitting on court. Note: The Referee should always remember that the intention is to give him/her the power to correct very clear mistakes, and not to become a second Chair Umpire.
- (p) Immediately on the completion of a Tie submit a Referee's Report to the ITF for distribution to the two National Associations concerned.
- (q) Ensure, in addition to on court officials, that only the nominated teams shall be present for the presentation and, in the case of the Final, the closing ceremony on court.

# 39. REFEREE - POWERS

- (a) The Referee is the on-site representative of the ITF, and is responsible for ensuring the uniform administration and interpretation of the Fed Cup Regulations, the Rules of Tennis, the operations manual Operations Manual, the Fed Cup Code of Conduct and the ITF Duties and Procedures for Officials.
- (b) The Referee shall have the power to give a formal warning to a Captain and, after two warnings, may remove him/her from the match in course and/or for the following matches of that Tie, in which case the Captain may be replaced only by a member of the nominated team. The Referee may also remove the Captain without a formal warning for a single incident of misconduct.
  - The Captain shall be allowed to sit on the court beside the chair of his/her team but he/she may not move away from that area. Apart from his/her team, he/she may talk to the Chair Umpire and to the Referee. He/she may not talk to any Line Umpires. In addition to removal, the Captain is subject to the applicable provisions and
  - penalties of the Fed Cup Code of Conduct.
- (c) The Referee may also In respect of the Final Four, and in addition to the powers set out in Regulation 39(b), the Referee responsible for a Semi-Final has the power to disqualify a Captain from acting in that capacity in the Final. Prior to making such a decision, the Referee must obtain the approval of the Executive Director. The Referee's decision to disqualify a Captain from a Final may be appealed to the ITF Internal Adjudication Panel within 24 hours of notification of the Referee's decision. The decision of the ITF Internal Adjudication Panel shall be final and unappealable.
  (d) For any Ties other than the Final Four, the Referee may make a recommendation to the
- (d) For any Ties other than the Final Four, the Referee may make a recommendation to the Fed Cup Committee TF Internal Adjudication Panel that a Captain be disqualified from

**Commented [HM5]:** Now that disciplinary matters are heard by the IAP, decisions on disqualifying captains should also go to the IAP.

- acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Fed Cup Competitions.
- (de) Prior to or during the course of the Tie, the Referee may, in his discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 34. However prior to calling of the Tie, the Referee must obtain the approval of the Executive Director or his designee.
- (f) All decisions of the Referee are final.

### 40. LANGUAGE FOR CALLING SCORE

The official language for calling the score is English. The competing Nations and the Referee in each Tie shall mutually agree upon the second language to be used by the Chair Umpire in calling the score, and failing such agreement only the English language must be used.

### X. FINANCE

### 41. CURRENCY

The official currency of this Competition shall be the US dollar. Financial transactions under these Regulations may be conducted in currencies other than the US dollar where agreed in writing between the two parties involved in the transaction, whether that is two Nations of the ITF and a Nation. 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 shall apply and the date of completion of the Tie in question shall be the relevant date for conversion of amounts from any other currency.

### 42. EXPENSES - OFFICIALS

- (a) In all World Group and World Group II Ties and Play-off rounds, it is the responsibility of the Home Nation to pay the accommodation and subsistence costs of the Referee and Neutral Chair Umpires. (b) In all World Group and World Group II Ties and Play-off rounds, it is the responsibility of the Home Nation to pay the fees\_accommodation and subsistence costs of the Referee and Neutral Chair Umpires.
- (eb) The ITF shall pay 100 % of the travelling expenses for the Referee and Neutral Chair Umpires.

# 43. GENERAL TRAVELLING EXPENSES

For each Tie that a Nation plays away from home the ITF will pay an amount in respect of general travelling expenses in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee.

The amount will be paid for up to a maximum of five team membersplayers and the captain based on a return business class airfare when travelling between a Nation's capital city and the venue for the World Group and World Group II—Tie or the Final Four. If any team memberplayer or captain does not commence or conclude his/her journey from his/her capital city and the cost of his/her travel is less than the cost of travelling from such capital city, then the ITF will reimburse that Nation with the lesser amount. If any team memberplayer or captain commences his/her journey from somewhere other than his/her Nation's capital city and the cost of travelling is more than the cost of travelling between his/her country's capital city and the venue, the ITF will reimburse the National Association with the lesser amount.

### 44. ACCOMMODATION/MEALS

- (a) It is the responsibility of each Nation competing in the World Group and World Group II

  Ties and Play-off rounds to pay its own accommodation costs and off-site meals irrespective of whetherwhere the Tie is played at home or away.
- (b) On-site food and meals for both teams on match days must be provided and paid for by the Home Nation.

### 45. PRIZE MONEY AND PAYMENTS TO COMPETING NATIONS

Prize Money shall be distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee and based on decisions taken by a General Meeting.

## XI. COMMERCIAL SPONSORSHIP AND PROMOTIONAL OWNERSHIP OF RIGHTS

### 46. OWNERSHIP OF RIGHTS

Any and all rights of commercial and other exploitation of the <a href="EventCompetition">EventCompetition</a> and all intellectual property rights associated therewith are owned by and vested in the ITF. There shall be a distinction between <a href="thesethe">thesethe</a> rights and properties which are owned (1) by the ITF with respect to the Competition and all Ties therein, including the Final Four (hereinafter "international rights International Rights"): and <a href="thesethe">these rights</a> and properties which are owned(2) by the National Association with respect to its team whilst participating in the Competitionany Ties as the Home Nation (hereinafter "domestic rights"). No domestic rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii) and (iii) below (hereinafter the "Title Sponsor") or by those companies or other bodies who acquire the combination of international rights (ii) and (iii) specified below (hereinafter "International Sponsors") Home Nation Rights").

- (a) All international rights International Rights shall be vested in the ITF. These rights include but are not limited to:
  - i) The title of the Competition.
  - The use of any mascot, symbol, legend or device associated with the Competition.
  - iii) Advertisements within the court area and stadium at World and Zone Group Ties in accordance with the split of rights agreed by the ITF, Nations and Board of Directors (as shown on the current Fed Cup court layout). No venue shall be selected by the Home Nation with permanent signs at courtside positions or within the angle of the main television cameras. Permanent signage shall mean existing signage that is fixed in place prior to the scheduling of the Tie.
  - Appointment of companies as "Official Sponsor of and/or Official Suppliers to the Competition".
  - v)\_d)\_All Media Rights (including without limitation all forms of television, internet, mobile, radio and other electronic media).
  - vi)e)-Recordings.
  - Vii) All Data Rights (as more fully described in Appendix L)
- (b) All domestic rights shall be vested in the Home Nation's National Association. These rights include:

(b) Home Nation Rights

No Home Nation Rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii) and (iii) above (hereinafter the "Title Sponsor") or by those companies or other bodies who acquire the combination of International Rights (ii) and (iii) specified above (hereinafter "International Sponsors"). Home Nation Rights include:

- i) The name or title of the National Team.
  - The use of any mascot, symbol, legend or device associated with the National Team.
- iii) Advertisements within the court area and stadium of the Tie in accordance with the current Fed Cup Court layout. The Home Nation must provide the Title Sponsor and other International Sponsors of the Competition appointed by the ITF the opportunity to purchase such advertising opportunities and subject to the conditions set out below.
- Appointment of companies as Official Suppliers or Sponsors of the national team, subject to the provision of these Regulations.
- v) Nations may feature Fed Cup specific material on their official websites in accordance with the guidelines to be provided by the ITF.
- vi) Product display booths outside the court area.
- vii) Selection of the ball to be used subject to the provision of Regulation 34(i).
- viii) Gate receipts and the rights and proceeds to and from programme, food, beverages, merchandise and other on-site sales related to the Tie.

A National Association must not sell any sponsorship rights (save as described in Regulation 47 below) and/or advertising opportunities at the venue earlier than six (6) months prior to the start of the World Group and World Group II 1st Round and Zone Group Ties. Thereafter the National Association may sell such rights to any entity which does not conflict with the product category of the Title Sponsor or International Sponsors or with any of the product categories reserved by the ITF. The ITF will notify National Associations of such categories.

Demestic rights 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 six (6) Domestic Sponsors whothe limit for that Tie (as set out in the Commercial Letter sent in accordance with Regulation 51). Tie Sponsors shall be companies whose principle 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 (4) signs in total.

Any Tie or Team sponsor must be notified to the ITF at least fifteen (15) days prior to the commencement of the Tie. Companies that acquire <a href="Demestie rights-Home Nation Rights">Demestie rights-Home Nation Rights</a> shall not be entitled to undertake substantial promotional or advertising activities at any particular Tie which are greater than and derogate from those rights acquired by the Title or International Sponsors and National Associations must ensure that the Title Sponsor is clearly recognized as the main Sponsor of the Competition and must be given appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may, in the exercise of its reasonable discretion, intervene where it believes that this Regulation has been or is about to be breached.

### 47. ADVERTISEMENTS

- (a) "advertisements Advertisements" in regulation Regulation 46 (a) (iii) include all space available for advertising within the precincts of the court (that is, the court, surrounds and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects; other than space reserved to the National Association under demestic rights Home Nation Rights.
- (b) The Home Nation must ensure that the precincts of the court are cleared of advertising, franchise, display or other rights which have not been granted by or with the approval of the ITF or otherwise in accordance with these regulations.
- (c) No obstructions may be placed or remain between the camera and courtside court side advertising. The Home Nation must obtain a written statement from the prospective "host broad caster broadcaster" which specifies any restrictions applying to the display of advertising boards, banners or any similar identification on television. Full details must be passed immediately to the ITF who undertakes that holders of international rightsInternational Rights must comply with all such legitimate restrictions. The Home Nation must however accept the same responsibility for any

Commented [HM6]: The reference here to "six" Tie Sponsors is out of date. An increased limit is set in the Commercial Letter, which can change from time to time, and therefore this Regulation should refer to that document instead

- holders of domestic rights Home Nation Rights whose advertising or identification at the competition may be seen on television.
- (d) The Home Nation must allow the contractors access to the court at least 48 hours prior to the commencement of play to erect and install advertisements, displays, equipment and so on. Any advertisements which are not in accordance with these regulations must be removed or covered by the Home Nation. In the event that the Home Nation does not fulfil its obligations herein the ITF may instruct its own contractors to undertake the removal or covering up as may be appropriate.

# 48. NATIONAL TEAM RIGHTS

National Associations are entitled to appoint a Team Sponsor (one (1) only Team Sponsors (not more than the limit set out in the Commercial Letter sent in accordance with Regulation 51) under the following conditions and guidelines to be advised by the ITF from time to time:

- (a) A National Association may appoint a Team Sponsor for up to a calendar year provided that such Team Sponsor is not a competitor in product or business category of the Title Sponsor or International Sponsors, the product or business category of which they have been notified by the ITF.
- (b) A Team Sponsor shall be entitled to use the title or name of the national team e.g. (sponsor) (Nation) Fed Cup Team.
- (c) Team Sponsor identification on clothing must be in accordance with the Fed Cup Code of Conduct (Appendix B).
- (d) A Team Sponsor may use any mascot, symbol, legend or device associated with the national team.
- (e) Any promotional activity at a Fed Cup Tie involving a Team Sponsor must be approved by the ITF in writing.
- (f) National Associations must promptly notify the ITF of the name and product category of any existing Team Sponsor and/or further must advise ITF of the identity and product category of any intended Team Sponsor prior to concluding an agreement therewith.

### 49. RECORDINGS

Copyright in any and all coverage (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and other reproductions shall be the exclusive property of the ITF. If a National Association wishes to film or make use of footage from Ties in which its team takes part, it must obtain prior written approval from the ITF.

## 50. PROGRAMME AND PUBLICITY MATERIAL

- (a) The official event title in the approved colours is to be used prominently in all official notices, press releases, announcements, programme covers, posters, brochures and other material used to publicise a Tie or the Fed Cup. This includes material issued by the <u>host</u>. National Association and any companies who acquire <u>domestic rights Home</u> Nation Rights.
- (b) The programme for all Ties shall include, free of charge:
  - (i) a message from the President, to be supplied by the ITF.
  - (ii) a Fed Cup editorial, to be supplied by the ITF.
  - (iii) a message from the title sponsor.
  - (iv) a full page advertisement supplied by the title sponsor. International sponsors, as advised by the ITF, shall have the right to purchase advertising in the programme.

# 51. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31st October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current operations manual operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements that must be fulfilled and the way in which the competing Nations

Commented [HM7]: The reference here to "one" Team Sponsor is out of date. An increased limit is set in the Commercial Letter, which can change from time to time, and therefore this Regulation should refer to that document instead.

may be permitted to exercise rights in the competition owned by the ITF. The Operations Manual <u>and Commercial Letter</u> must be fulfilled and failure to do so will be treated as a breach of these Regulations (see Regulation 5, above).

Any Nation which requires advice on the implementation of the Regulations of this section must apply to the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire.

### XII. ENFORCEMENT OF REGULATIONS

### 52. ENFORCEMENT OF REGULATIONS EXTRAORDINARY CIRCUMSTANCES

The above Regulations shall be binding on all Nations eligible to compete. The Board of Directors may overridegrant dispensations from, modify, waive or otherwise alter these Regulations or their application in extraordinary circumstances.

### 53. AMENDMENT OF REGULATIONS

- (a) These Regulations may be altered from time to time by the Board of Directors if due notice of the principles embodying such alteration shall have been given in accordance with Article 17 of the Constitution of ITF Limited and such principles or ones having the like effect must be carried at a General Meeting of the Council of the ITF by a majority of two-thirds, unless otherwise stated in these Regulations, of the votes recorded in respect of the same.
  - Any amendments so made shall be effective for the Competition immediately following, unless otherwise decided by a like majority.
- (b) The Regulations of the Fed Cup Competition may be altered by the Board of Directors if the matter is deemed to be urgent. In such event the council must vote to ratify or reject the Board's alteration. Such vote must be conducted by email, fax or post, the ballots to be sent within 15 days of the Board's vote and returned within 30 days of the Board's vote. Any unreturned ballot shall be deemed a vote to ratify the Board's alteration.

Commented [HM8]: The first sentence of this Regulation is now addressed clearly at Reguation 5(b), which is a better spot for such an important provision. In addition, the wording has been improved so as not to constrain what the Board may do in extraordinary circumstances.

### APPENDIX A

### SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

### 1. PARTICIPATION

Nations not qualified to compete in the World Group-er-World Group-II and any Nation that did not compete in the previous year, shall play in the Zone Group Events. Zone Group Events shall be split into one, two or three Groups.

## (a) Americas Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee. Zone Group II

All other Nations in the Americas who enter the competition shall compete in Zone Group II.

### (b) Europe/Africa Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee. Zone Group II

Teams competing in Zone Group II shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee. Zone Group III

All other Nations in Europe and Africa who enter the competition shall compete in Zone Group III. Should less than four (4) Nations participate in Zone Group III, then these Nations will be integrated into Zone Group II.

## (c) Asia/Oceania Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

All other Nations in Asia and Oceania who enter the Competition shall compete in Zone Group II.

### 2. FORMAT OF PLAY AND DATES

Each Zone Event must be played over a maximum of seven days at one venue, as determined by the Fed Cup Committee, depending on the number of Nations in the group. The Fed Cup Committee will decide the venue and the dates for the various groups. Each group will be played on a Round Robin and/or Knock-Out format as decided by the Fed Cup Committee. Each Tie shall consist of two singles and one doubles played in one day. Each match must be played the best of three tie-break sets.

### 3. SEEDING

Teams will be seeded by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.

When drawing the Nations into two round-robin groups the highest seeded Nation must be placed in one group and the second seeded Nation must be placed in the other group. Thereafter the remaining Nations must be drawn in pairs according to the Nations Ranking. When there is an odd number of teams remaining, the last three teams shall be drawn together.

If more round-robin groups are used the same principles shall be followed.

Where there are pools of different numbers of teams, the highest seeded teams will be placed in the pool with the least number of teams; the second seed will be placed in the pool with the second least number of teams, and so on until all the seeds are placed.

## 4. ORDER OF PLAY

The order of play in each Tie must be as follows:

Number Two vs Number Two Number One vs Number One Doubles Match

When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless otherwise decided by the Referee. When a knock-out format is used, the Referee may decide, after taking into account such factors as weather, spectators and television, to cancel the doubles match if the Tie has already been decided.

### 5. TEAM NOMINATIONS

Each competing Nation must, no less than twenty-eight (28) days before the Monday of the week fixed for the commencement of the event, nominate in order of merit to the Fed Cup Executive Director a team consisting of either:

- i) 3 players including a playing Captain, or
- ii) 3 players plus a playing or non-playing Captain, or
- iii) 4 players plus a non-playing Captain.

Two (2) nominations may be changed up until one hour before the Captains' Meeting to be held on the day prior to the start of the Competition.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of the Event.

The order of merit is subject to Regulation 31 (b) of section VIII (Team Nomination and Conduct of Ties).

### 6. NOTIFICATION OF SINGLES AND DOUBLES PLAYERS

Each Captain must give to the Referee the names of the two (2) singles players and the doubles team, no later than sixty (60) minutes before the scheduled start of play each day. The doubles team can be changed until fifteen (15) minutes after the conclusion of the preceding singles match.

If, between the nomination/change of nomination dead-line and start of play one of the players, in the opinion of the Referee, is ill or injured, the Referee may sanction the substitution of that player/team by another player/team nominated for the Tie.

### 7. INTERVAL BETWEEN MATCHES

There shall be an interval of thirty (30) minutes between the second singles match and the doubles match unless otherwise decided by the Referee.

# 8. RELOCATION OF THE DOUBLES MATCH

The Referee has the discretion to transfer a doubles match to another court.

## 9. CAPTAINS' MEETING AND DRAW

The Referee must call a meeting of all the Captains, to take place on the day before the start of the Event. The Draw must take place following the Captains' Meeting unless otherwise decided by the ITF. Player attendance is not obligatory.

### 10. WITHDRAWALS

All teams must abide by the rules for entries set forth in the Regulations and any National Association withdrawing from the Competition after submitting its entry form in writing shall be subject to Regulation 14 of Section III (Penalties and Arbitration).

## 11. METHOD OF DETERMINING PLACES IN THE ROUND ROBIN

Each Tie will consist of three matches, two singles and one doubles.

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

- i) If two Nations score an equal number of points, the head-to-head result between these Nations shall decide the winner.
- ii) If three or more Nations score an equal number of points the following procedure must be used:

- The number of matches won shall decide the winner.
- If matches won are equal, the percentage of sets won of sets played against all teams in the pool shall decide the winner.
- If the percentage of sets won is equal, the percentage of games won of games played against all teams in the pool shall decide the winner.

When three or more Nations are tied head-to-head results are never used to determine the positions in the pool.

If any match is stopped and not completed for reasons of injury, etc, the full score must be recorded. Example: Player A leads over Player B by 6-1, 2-0 when Player B is injured and unable to continue, Player A's victory must be recorded as 6-1, 6-0. If a match is a walk-over the score must be recorded as 6-0, 6-0.

## 12. PROMOTION/RELEGATION

(a) Zone Group I - Promotion

In 2016 four (42018 (and in any subsequent years) eight (8) Nations will advance from the Zone Group I Events to the World Group II-Play-offs. Two (2) Nations will qualify from one region and one (1) Nation will qualify from the other two regions. The Fed Cup Committee will decide from which region the foureight (48) Nations will qualify and such decision shall take into account the number of entries in each region, the results of Nations (and their players) in that region, and any other factors that the Fed Cup Committee considers relevant to its assessment.

- (b) Zone Group I Relegation
  - As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.
- (c) Zone Group II Promotion
  - As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event.
- (d) Zone Group II Relegation
  - As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.
- (e) Zone Group III Promotion
  - As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event. All other teams will remain in Zone Group III.

### 13. MAKE OF BALL

The Host Nation shall decide the brand of ball to be used in the Zone Group Events subject to the provision of Regulation 34(i).

# 14. OFFICIALS

The Fed Cup Committee must appoint a Neutral Referee for each Group. The Referee must be responsible for the allocation of courts for both practice and Competition. He/she must decide any on-site disputes or interpretation in accordance with the Rules of Tennis. The Referee must also be the Final arbiter for penalties under the final on-site authority for the interpretation of the Rules and Regulations (including) the Code of Conduct).

The Host Nation must provide the following:

- For each match One (1) Chair Umpire (Certification as stipulated in the Application to host letter sent by the ITF)
- For each match a minimum of five (5) Line Umpires in Zone Groups I, and a minimum of three (3) Line Umpires in Zone Groups II and III
- iii) An ITF Certified Chief Umpire
- iv) A Primary Health Care Provider
- v) A minimum of four (4) Ball Kids per match court

Commented [HM9]: The Referee isn't the final arbiter for all penalties under the Code of Conduct (which can mostly be appealed), so this has been reworded. This new wording is taken from the Davis Cup Regulations.

### 15. CHOICE OF GROUND

Ties played in the Zone Group Event shall not count in terms of Choice of Ground referred to in Regulation 22.

### 16. HOST NATION

Each Nation in a Zone Group may apply to the ITF to host a Zone Group Event. Such applications must be submitted no later than the date stipulated on a prescribed form provided by the ITF. In selecting the venues for the Zone Group Events, consideration will include the following:

- i) The number of courts available, court surface and other facilities
- ii) The number of officials available
- iii) The availability and price of hotel accommodation
- iv) Airport accessibility
- v) Previous organisational experience of international tennis events

The Host of the Zone Group I, II or III event may be changed at any time by the Committee due to an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances the Committee may decide that the event be postponed in order that it may be played at the venue selected by the original host.

### 17. FINANCE

- (a) There will be no prize money in the Zone Group Events.
- (b) The ITF will pay an amount in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee based on the actual economy travelling costs incurred by all teams from the Nation's Capital city to the venue for a maximum of four (4) players and one (1) Captain per team.
- (c) Each Host Nation will, in addition, receive a grant which will take into account the number of days of the Competition and the number of competing teams.
- (d) The ITF must provide and pay for a Neutral Referee during the Event and to conduct training courses with local court officials. The Host Nation must provide other necessary officials, organisational staff and pay the costs of court rental, balls, local transportation and other expenses related to the organisation of the Event.

### 18. ENTRY FEE

The entry contribution of \$300 from each competing Zone Group Nation shall be deducted from the travelling expenses.

### 19. SPONSORSHIP

Each Host Nation organising a Zone Group Event will receive specific instructions from the ITF as to how to dress the competition courts in terms of sponsorship requirements.

### 20. INSURANCE

(a) Public and Products Liability Insurance

The Host Nation is responsible for taking out a suitable public and products liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as an additional insured on the policy, and a copy should be provided to the ITF on request.

(b) Other Insurances

The Home Nation is responsible for taking out all compulsory insurance covers that are required by local legislation E.G. employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place — including for example material damage/business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

# (c) Event Cancellation Insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

#### **APPENDIX B**

### FED CUP CODE OF CONDUCT

### **ARTICLE 1: GENERAL**

### 1. PURPOSE

The ITF promulgates this Fed Cup Code of Conduct (the "Code") in order to maintain fair and reasonable standards of conduct by players and Captains Team Members in the Fed Cup Competition. The public is entitled to see the game of tennis played according to uniform rules at its highest professional standards and players who adhere to these standards should not suffer on account of a player or other team member who acts irresponsibly before the tennis public and the game. Fed Cup Ties and to protect their rights, the rights of the public and the integrity of the sport of Tennis.

2. APPLICABILITY

- (a) This Code shall apply in all matches of the Fed Cup Competition, including the Zone Group Events.
- (b) All teams including players, Captains and coaches Team Members shall at all times be subject to this Code and the Official Rules of Tennis. Each team member who is nominated to participate in the Competition shall accept that this Code, the Regulations and the Official Rules of Tennis, then in effect, are binding on her or him.

# 3. UNITED STATES DOLLARS

All monetary fines set forth in the Code are in US Dollars.

# ARTICLE II: PLAYER ON-SITE OFFENCES

# 1. GENERAL

Each player, Captain, team member/extra players, coach, trainer or officials attached to either the Home Nation or VisitingTeam Member of any Nation shall, during all matches and at all times while within the precincts of the site of a Fed Cup Event, conduct him/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

## 2. PUNCTUALITY

Matches shall be called in accordance with the order of play. Players shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Fed Cup Events shall be the Referee's timepiece.

- (a) Any player not ready to walk on court when her match is called may be fined up to \$5,000.
- (b) Any player not ready to play within fifteen (15) minutes after her match is called may be fined up to an additional \$10,000 and shall be defaulted unless the Referee in his/her sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

# 3. DRESSES AND EQUIPMENT

Every player and Captain shall dress and present him/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn.

## (a) 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).

**Commented [HM10]:** This wording was out of line with the Davis Cup and other ITF Circuit Codes of Conduct.

**Commented [HM11]:** This now uses the new, clear and broad definition of Team Members.

 $\begin{tabular}{ll} \textbf{Commented [HM12]:} This wording is unnecessary as we have covered this off in detail in Reg 5(b). \end{tabular}$ 

# Commented [HM13]:

This now uses the new, clear and broad definition of Team Members.

### **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 it considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

### i) Grass Court Shoes

In a Fed Cup 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 ITF. 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 a 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 durometres 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 Fed Cup Event.

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.

### ii) 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 Fed Cup Events played on clay courts.

Special grass court shoes as described in section (a i.) above shall not be worn during a match on clay courts.

### (b) DOUBLES TEAMS

Members of doubles teams shall be dressed in substantially the same colours. In the case of Team Identification, this requirement will be satisfied so long as both members of the team display the Nation's name on the back of their shirts and dress in substantially the same colours or both members of the team dress in national colours.

## (c) TEAM IDENTIFICATION

Players and Captains shall be required at all times to dress in compliance with Team Identification principles. To comply, a player and Captain shall display the Nation's name on the back of her shirt or she shall dress in national colours. Team identification shall be in accordance with the official Fed Cup style guide.

Please note that this rule is mandatory for teams competing at every level of the Competition.

## (d) IDENTIFICATION

No identification shall be permitted on a player's or Captain's clothing, products or equipment on court during a match or at any press conference or Fed Cup ceremony, except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules):

## 1) Shirt, Sweater or Jacket

#### i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus 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) Front, Back and Collar

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) shall be permitted.

### iii) Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

### iv) WTA Patch

Under the current agreement with WTA and unless otherwise decided by the ITF, an additional patch may be worn on the sleeve or front of the garment if and only if it is a WTA patch and the sponsor of the WTA does not conflict with a sponsor of the Fed Cup. The WTA patch shall not exceed three (3) square inches (19.5 sq.cm).

### 2) Skirts, Shorts or Track Suit Pants

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.

Compression shorts may be worn during a match under a skirt, dress or shorts. On compression shorts one (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identification on shorts/skirts shall be permitted.

No commercial or manufacturers identifications are allowed on the front or back of regular tennis panties.

Note: A dress for the purpose of permissible identification shall be treated as a combination of a skirt and shirt (dividing dress at waist).

### 3) 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).

### 4) Racque

Manufacturer's identifications on racquet and strings shall be permitted.

### 5) Hat, Headband or Wristband

One (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

## 6) 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.

### 7) Other Tennis, Sport or Entertainment Event

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trademark, 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.

#### General

If utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited. 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 the 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

In determining the 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. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the identification.

# (e) WARM-UP CLOTHING (SWEATER, JACKET)

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 the approval of the Referee prior to wearing warm-up clothing during a match.

A team's country name on the back of the warm-up clothing is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a National Association Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a National Association Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, official ceremonies and pre-draw press conferences.

### (f) CHANGE/TAPING

Any player who violates this Section may be ordered by the Chair Umpire or Referee to change her attire or equipment immediately. No taping over of such attire shall be allowed

Failure of a player to comply with such an order may result in immediate default.

### (g) FINES

Any player or Captain who violates this Section and is not defaulted shall be subject to the following fines:

### i) Unacceptable Attire and Team Identification

Violation of the provisions with respect to Unacceptable Attire or Team Identification shall result in a fine of up to \$10,000.

## ii) Manufacturer's Identification

Violation of the provisions with respect to manufacturer's identifications shall result in a fine of up to \$1,000.

### iii) Commercial Identification

Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.

### iv) Other Tennis Events

Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

### 4. LEAVING THE COURT

A player shall not leave the court area during a match (including the warm-up) without the permission of the Umpire or Referee. Violation of this Section shall subject a player to a fine up to \$6,000 for each violation. In addition, the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as hereinafter set forth.

### 5. BEST EFFORTS

A player shall use her best efforts to win a match when competing in a Fed Cup Tie. Violation of this section shall subject a player to a fine up to \$10,000 for each violation. For purposes of this Rule, 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 may subject her to the additional penalties set forth in these Regulations.

### 6. FAILURE TO COMPLETE MATCH

Any player nominated for any match must complete such match unless she is incapacitated by illness, accident or other unavoidable hindrance. Violation of this Section shall subject a player to a fine of up to \$ 10,000 and she shall not be eligible to represent her Nation in the next Event whether in the current Competition or subsequent Competitions.

### 7. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the <a href="mailto:post-match">post-match</a> media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. For purposes of this Rule, media obligations also include but are not limited to pre-draw, post-draw and post-match one-to-one interviews and post-draw ceremony interviews with the home and visiting teams national broadcaster, ITF TV and journalist from the official Fed Cup website.

In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Fed Cup Tie including the Final Four, and a press conference after the Draw Ceremony. The Pre-Draw Press-Conference may be in conjunction with a Team Sponsor in accordance with the operations manual. Violation of this section shall subject a player and/or team to a fine of up to \$10,000.

# 8. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, all teams (only all nominated players and Captains) are required to attend the following functions in appropriate team dress unless reasonably unable to do so as determined by the Referee:-

- \* The Draw Ceremony
- \* The Opening Ceremony
- \* The Closing Ceremony after the Final
- \* The Official Dinner

Violation of this Section shall subject a team to a fine of up to \$10,000.

### 9. TIME VIOLATION/DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) 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 service 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 penalized by a Time Violation warning and each subsequent violation, as either server or receiver, shall be penalized 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 Violation (delay of game) penalty shall be assessed in accordance with the point penalty schedule.

### 10. AUDIBLE OBSCENITY

Players shall not use audible obscenity within the precincts of the site. Violation of the 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of an Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, 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 ballkids.

## 11. COACHING AND COACHES

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their coaches (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, authorizing or endorsing any public statement from within the precincts of the site which have, or designed to have, an affect prejudicial or detrimental to the best interests of the competition and/or 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 coach to be removed from the site of a match or the precincts of the Tie and

upon her failure to comply with such order may declare an immediate default of such player.

### 12. VISIBLE OBSCENITY

Players shall not make obscene gestures of any kind within the precincts of the site. 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, visible obscenity is defined as the making of signs by a player with her hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

## 13. 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 a fine of up to \$700 for each violation. In addition, if such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this rule, 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.

### 14. 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 \$1000 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 hereinafter set forth.

For the purpose of this rule, 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.

## 15. VERBAL ABUSE

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the site.

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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Tie, or are singularly egregious a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, 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.

### 16. PHYSICAL ABUSE

Players 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 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

### 17. UNSPORTSMANLIKE CONDUCT

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others.

Violation of this Section shall subject a player to a fine of \$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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. In addition, unsportsmanlike conduct shall include, but not be limited to, intentional delay of play such as crossing the net to inspect a ball mark or refusing to play after being directed by the Chair Umpire to do so, 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 Competition and/or the officiating thereof.

### 18. PARTISAN CROWD

During Fed Cup 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.

# 19. 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 Violation the Referee shall determine whether each subsequent offence shall constitute a default.

## 20. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided may be subject to a fine of up to \$2000 in addition to any or all other fines levied with respect to the offending incident.

In addition, any player who is defaulted as herein provided may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II 2 and 3, or as a result

of a medical condition or when her doubles partner commits the Code Violation which causes the default.

However, prior to any default from the remainder of the Tie, the Referee must use best efforts to obtain the approval of the Executive Director.

### 21. DOUBLES MATCH

- (a) Warnings/Point Penalties/Game Penalties/Defaults Warnings/Point Penalties, Game Penalties and/or a Default if assessed for violation of this Code shall be assessed against the doubles team.
- (b) Fines Fines for violation of Article II, 3 b) of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

# 22. DETERMINATION OF PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all Player On-Site offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and give written notice thereof to the Captain.

# 23. PAYMENT OF FINES

The ITF shall deduct such Fines from the Nations distribution of Prize Money.

#### 24. APPEALS

Any player or Captain convicted of a violation of a Player On-Site Offence at a Fed Cup Tie may appeal to the Independent Tribunal in accordance with Regulation 15.

## ARTICLE III: PLAYER MAJOR OFFENCES

### 1. AGGRAVATED BEHAVIOUR

No player or Related Person (Defined as any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a Fed Cup Tie at the request of the player or any other Related Person) at any Fed Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- One incident of behaviour that is flagrant and particularly injurious to the success of the Fed Cup, or is singularly egregious.
- iii). A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Fed Cup.
- iv) A violation of Regulation 7 whereby Fed Cup results of a player are disqualified as a consequence of an anti-doping rule violation at the Fed Cup or at any other event or elsewhere.

Violation of these Sections 1-3 by a player, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 or the amount of prize money won at the Fed Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition.

Violation of these sections 1-3 shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and or the Fed Cup Competition.

Violation of Section 4 shall subject a player to a fine measured by the percentage of the prize money component of the payment to Nations of the Tie equal to the percentage of her participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

## 2. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player 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, she 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 or Related Person has at any time behaved in a manner severely damaging to the reputation of the Sport, she 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, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition

Violation of this Section shall be <a href="mailto:aggravated\_behavior/Aggravated\_Behaviour">aggravated\_behaviour</a> and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and/or the Fed Cup Competition.

### 3. DETERMINATION AND PENALTY

The ITF shall investigate all facts concerning any alleged Major Offence. All players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player or related personRelated 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 (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The player or Related Person must furnish such information within seven business days of the making or such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article <u>III.C.3</u>, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

## **Review Board**

The ITF shall identify three individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and, to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to each of those three Review Board Members. Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the player or Related Person and any other party with a Right of Appeal under Regulation 15, and (subject to the Rights of Appeal set out at Regulation 15) the matter shall not proceed any further.

When the review board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, 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, and;
- (d) The player or Related Person's entitlement to respond to the notice of charge in one of the following ways:
- (i) To admit the <u>major offence(Major Offence(s)</u> charged, and accede to the consequences specified in the notice of charge;
- (ii) To admit the <a href="major-offence-Major Offence">major offence-Major Offence</a>(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 Major Offence (s) charged, and to have the independent tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing:
- (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the independent tribunal, he/she 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 or Related Person's receipt of the notice. The request must also state how the player 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 or other 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 <a href="neticeNotice">neticeNotice</a> of <a href="charge">charge</a>, or the player or other 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 or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

## Provisional suspension

If (and only if):

- (a) The player or Related Person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and
- (b) The Review Board has completed its review and has concluded that the player or Related Person in guestion has a case to answer in respect of that Major Offence;

Then the ITF may notify the player or Related Person in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her 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 chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

A player or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Fed Cup.

## Hearing

If the player or other person charged exercises his/her 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 15, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

## 4. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for Player Major Offences shall be deducted from the prize money earned by the player's National Association.

## **ARTICLE V: WELFARE POLICY**

Each team member of each Nation that enters and/or participates in the Competition, and any Player Support Team Member of each team member and each Nation that enters and/or participates in the Competition Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix I.

**Commented [HM14]:** This now uses the new, clear and broad definition of Team Members.

# **ARTICLE VI: MISCONDUCT**

- A. For the purposes of this article, "Covered Persons" shall have the same meaning as set out in the welfare policy in Appendix I.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct Misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, 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 National Association, shall be in violation of this section.
- C. For the purposes of Article VI-b.E, "misconduct Misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association has committed <a href="misconduct">misconduct</a> 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 <a href="misconduct">misconduct</a>.
- E. Upon receipt of such a complaint, the ITF shall cause an investigation to be made of all facts concerning the alleged <a href="miscenductMisconduct">miscenductMisconduct</a> 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. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.

- G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a National Association including:
  - In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Fed Cup 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 Fed Cup Ties or the Fed Cup competition;
  - 2. In the case of a National Association, disqualification in respect of the Fed Cup competition for the year wherein such violation of this section occurs, and/or refusal of entry for future Fed Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel, do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payments set out in Regulation 45.
  - 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 Fed Cup Ties and/or the Fed Cup competition Competition.
- H. Any Covered Person sanctioned for miscenduct Misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 15.

#### **APPENDIX C**

### MEDICAL, TOILET/CHANGE OF ATTIRE BREAK AND EXTREME WEATHER CONDITIONS

#### **MEDICAL**

#### a. Medical Conditions

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Physiotherapist/Athletic Trainer (also known as the Primary Health Care Provider) during the warm-up or the match.

#### • Treatable Medical Conditions

- 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
- 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.

#### Non-Treatable Medical Conditions

- Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
- Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
- o General player fatigue.
- Any medical condition requiring injections, intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.

#### b. Medical Evaluation

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed in conjunction with the Independent Doctor, and may be performed off-court. \*

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.

#### c. Medical Time-Out

A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Physiotherapist/Athletic Trainer has evaluated the player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Physiotherapist/Athletic Trainer, in conjunction with the

Independent Doctor, determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Physiotherapist/Athletic Trainer 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.\*

The Medical Time-Out is limited to three (3) minutes of treatment.

A player is allowed one (1) Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

*Muscle Cramping:* 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.

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 Physiotherapist/Athletic Trainer, 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 Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, for the heat illness condition.

#### Note:

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.

If the player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he/she 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 (2) full change of ends treatments for muscle cramping in a match, not necessarily consecutive.

If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist/Athletic Trainer, 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.

#### d. Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist/Athletic Trainer and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

#### e. Penalty

After completion of a Medical Time-Out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this Medical Rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

#### f. Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist/Athletic Trainer should be called to the court by the Chair Umpire for evaluation and treatment. The Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.

If requested by the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, the Referee may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

#### g. Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist/Athletic Trainer, 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.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

#### h. Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist/Athletic Trainer, the Chair Umpire shall immediately call for the Physiotherapist/Athletic Trainer and Independent Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Physiotherapist/Athletic Trainer and/or Independent Doctor should inform the Referee and recommend that the player is ruled unable to compete in the match to be played, or retired from the match in progress.

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 advice and any other information into consideration.

The player may subsequently compete in another match at the same Tie if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same day or on a later day.

\* It is recognized that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

#### **TOILET/CHANGE OF ATTIRE BREAK**

A player is allowed to request permission to leave the court for a reasonable time for a toilet break / change of attire break.

Change of attire breaks must be taken on a set break and toilet breaks should be taken on a set break

In singles, each player is entitled to a maximum of two (2) breaks per match.

In doubles each team is entitled to a maximum of two (2) breaks. If partners leave the court together, it counts as one (1) of the team's authorised breaks. These breaks may be taken for toilet visits, change of attire, or both, but for no other reason whatsoever.

Any time a player leaves the court for a toilet or change of attire break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court.

Any toilet break taken after a warm-up has started is considered one of the authorized breaks.

Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the player is not ready to play within the allowed time.

Any player abuse of this rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

#### **EXTREME WEATHER CONDITIONS**

Extreme weather conditions shall be defined at such time that heat, as measured by a Heat Stress Monitor, meets or exceeds a heat stress index of 30.1 degrees Celsius/86.2 degrees Fahrenheit. If a Heat Stress Monitor is not available, extreme weather conditions are then defined by the danger zone which is equal to or above the apparent temperature of 34 degrees Celsius/93 degrees Fahrenheit, illustrated on the chart below. Heat stress is measured by Wet Bulb Global Temperature (WBGT) which is calculated as (0.7 Wet Bulb + 0.2 Global Temperature + 0.1 Dry Bulb = WBGT).

#### Apparent Temperature (what it is like)

Fahrenh eit	70°	75°	80°	85°	90°	95°	100°	105°	110°	115°	120°
Relative Humidity											
0 %	64	69	73	78	83	87	91	95	99	103	107
10%	65	70	75	80	85	90	95	100	105	111	116
20%	66	72	77	82	87	93	99	105	112	120	130
30%	67	73	78	84	90	96	104	113	123	135	148
40%	68	74	79	86	93	101	110	123	137	151	
50%	69	75	81	88	96	107	120	135	150		
60%	70	76	82	90	100	114	132	149			
70%	70	77	85	93	106	124	144				
80%	71	78	86	97	113	136					
90%	71	79	88	102	122						
100%	72	80	91	108							

The Referee, in consultation with the Primary Health Care Providers and/or Independent Doctor, shall have the authority to determine if the Extreme Weather Condition rule will go into effect during a Tie. If it is so determined, a ten (10) minute break will be allowed between the second and third sets. There may also be a delay in the starting time of the matches scheduled for play that day.

The decision to put this rule into effect should be made prior to the start of the match. In the case of rain or interruption to play, the Referee can reassess the Extreme Weather Conditions Rule. If it is a mutual agreement between the players not to take a ten (10) minute break, then play will continue. However, if requested by one player, the official ten (10) minute break will be taken.

During the ten (10) minute break, coaching and treatment will be allowed.

Following the ten (10) minute break, no re warm-up will be allowed. This ten (10) minute break is separate and distinct from the two (2) bathroom and/or change of attire breaks allowed during the match.

After completion of the Extreme Weather Conditions ten (10) minute break between the second and third sets, any delay in returning to the court shall subject a player to Time Violations.

#### **APPENDIX D**

#### **DEFINITION OF "GOOD STANDING" OF A PLAYER**

For the purposes of Regulation 30, the term "good standing" in connection with a player shall be defined as follows:

#### One whom:

- (a) is not under a suspension imposed by her National Association, by the ITF or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF
- **(b)** is accepted by her National Association as being under its jurisdiction while competing in events for which her Association has nominated her.
- (c) makes herself available for selection for official team championships and the Olympic Tennis Event and accepts the jurisdiction of her National Association while competing in events for which it has nominated her.
- (d) respects the spirit of fair play and non-violence at all times.
- (e) accepts the conditions of entry of the events she enters, including the conditions of any Code of Conduct adopted for those events.
- (f) agrees to undergo any medical control, including gender control and tests, which are in operation at any event, which she enters.

#### **APPENDIX E**

#### **FEMININITY CONTROLS**

#### **Gender verification**

In any competition, a player may be required upon request to submit to gender verification to determine sexual status.

In the event that the gender of a player is questioned, the medical delegate (or equivalent) of the ITF shall have the authority to take all appropriate measures for the determination of the gender of a competitor.

The results of any tests conducted will not be made public out of deference to the human rights of the individual concerned but will be reported to the chairman of the ITF sport science and medicine commission who shall advise the board of directors of the gender of the player concerned.

Failure by a player to submit to testing upon the request of the ITF shall subject the player to immediate suspension from the competition until such time as the appropriate testing is carried out in accordance with these regulations.

#### **Transsexuals**

Any individuals undergoing sex reassignment from male to female before puberty are regarded as girls and women (female), while those undergoing reassignment from female to male are regarded as boys and men (male).

Individuals undergoing sex reassignment from male to female after puberty (and the converse) are eligible for participation in female or male competitions, respectively, under the following conditions:

- Surgical anatomical changes have been completed, including external genitalia changes and gonadectomy.
- B. Legal recognition of their assigned sex has been conferred by the appropriate official
- C. Hormonal therapy appropriate for the assigned sex has been administered in a verifiable manner and for a sufficient length of time to minimise gender-related advantages in sport competitions.
- D. Eligibility should begin no sooner than two years after gonadectomy.

In all instances, a confidential case-by-case evaluation will occur.

#### APPENDIX F

### MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

These This Appendix F sets out minimum standards are that, unless stated otherwise, apply to all World Group Ties except the Final Four (see Appendix 6) in addition to the any other requirements relating to the erganisation of all World Group and World Group II Ties stipulated elsewhere organization of such Ties set out in these the Regulations. In addition, for a Nation hosting the Final, please see Appendix 6, and the Operations Manual.

The ITF must be consulted in advance if there is any doubt with regard to compliance with the points mentioned below as non-compliance may result in the relocation of a Tie and/or a fine.

The arrangements for all Ties shall be subject to approval by the Fed Cup Committee.

#### 1. Location

The city where the Tie is held must be a major city or heavily populated area of the country or territory. For Semifinal Ties the city must be one of the top ranked cities in that country or territory. (For the Final see Appendix G).

#### 2. Airport

The airport must either be an international airport or capable of easy connection to an international airport by a regularly scheduled large commercial jet aircraft and must be easily accessible from the city where the Tie is held.

#### 3. Accommodation

There must be sufficient hotel accommodation of the highest category able to accommodate both teams, Title and International Sponsors, media and officials.

#### 4. The Stadium

The stadium must be within reasonable distance from the hotels (maximum 30 minutes by car).

#### 5. Minimum Seating Capacity

Minimum spectator capacity of 4,000 seats (exceptions may be made for World Group-and World Group II First Round and Play-off Ties).

#### 6. Transportation

An efficient transportation system must be provided to take the players and officials to and from the airport and, most importantly, frequent and regular transport between the Tie hotels and the venue.

#### 7. Facilities

The stadium and venue must have appropriate on-site facilities including but not limited to:

- (a) Locker Rooms
  - Fully equipped changing rooms of suitable international standard (one for each team).
- (b) Players' Lounges
  - Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.
- (c) Anti-doping testing facilities
- (d) Public Address System
- (e) ITF Offices

The ITF Representative and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities.

At all Ties, the Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct dial land line telephone and high-speed internet access..

- (f) Media Conference Room
  - Player interview room with easy access from the court and changing rooms.
- (g) Media Work Area

Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.

(h) Television

The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual Operations Manual.

(i) Photographers

The court/stadium must have appropriate positions arranged courtside for photographers to be approved by the ITF as per these Regulations and the operations manual Operations Manual.

(j) Public Facilities

Public toilets (which must be free of charge), catering and parking.

(k) On-Court Equipment

The stadium must be able to accommodate all on-court equipment such as scoreboards, line umpires, dais, etc.

#### 8. Media Liaison

One person must be appointed for the duration of the Tie with a good knowledge of English operating from the media room and able to answer any overseas telephone calls relating to the Event.

#### 9. Official Organiser

One person, the <u>official organiserOfficial Organiser</u> (see Regulation 27), with suitable languages must be available to liaise at all times with the ITF Representative on-site to ensure a smooth running of the event.

#### 10. Team Host

One person must be appointed as 'Team Host' for the Visiting Team able to assist at any time and able to speak English or the language of the Visiting Team.

#### 11. Officials

These must be appointed as outlined in Regulations 37 and 38.

In addition, the Home Nation must also appoint the following Tournament Personnel:

- Chief Umpire
- Line Umpires
- Chief of Ballkids
- Ballkids
- Independent Doctor
- Stringer (at least one stringer must be operational from four (4) days prior to the start and for the duration of the Event)

If not provided by the ITF, uniforms must be provided for the Line Umpires and Ball Kids. Meals, while on site must be provided for the Referee, Chair Umpires, Line Umpires and Ball Kids.

#### 12. Communications

Walkie Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF, then they will be required for the Referee, the ITF Representative(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the doping control team in the event that anti-doping testing takes place.

#### 13. Security

The Home Nation is responsible for the formulation, administration and implementation of a comprehensive security and safety plan that:

- Ensures, as far as is reasonably practicable, the health, security, safety and welfare of all members of the delegation of both teams, ITF delegates, employees and contractors and any officials, at all times, from arrival in the host country or territory until departure from the host country or territory or 24 hours after the conclusion of the Tie, whichever is the sooner.
- 2. Ensures as far as reasonably practicable the health, safety, security and welfare of any and all who are in attendance at the Tie in any capacity and;

Applies to any facility or transportation associated with the Tie including the venue for the Tie, any relevant hotel, any venue for any official functions organised or sanctioned by the Home Nation or the ITF.

#### Further, the Home Nation must:

- Comply with all security health and safety laws, regulations or guidelines applicable to the holding of an event in the location of the Tie;
- 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 and the implementation of the Security Plan;
- · Comply with such security guidelines as are issued by the ITF from time to time;
- Complete the ITF Security Questionnaire in a working language of the ITF and provide such Questionnaire and further documents or information as is requested by the ITF from time to time; and
- Notify the ITF in the event of it being informed about any specific security risk at or in connection the Tie.

Where special circumstances apply to a particular Tie, the National Association of the Visiting Nation may no later than 14 days prior to the Tie request of the Home Nation that the need for specific security arrangements be taken into account. Should the Visiting Nation attend with their own security personnel, such personnel must be identified to and liaise with the Home Nation's Security Officer.

#### 14. Insurance

(a) Public and Products Liability Insurance

The Home Nation is responsible for taking out a suitable public and products liability insurance policy which is compliant with local laws and regulations and which, as a minimum, insures against claims made for either damage to third party property or death/injury caused to people at the Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as an additional insured on the policy, and a copy should be provided to the ITF on request.

(b) Other Insurances

The Home Nation is responsible for taking out all compulsory insurance covers that are required by local legislation e.g. employers liability (workers compensation), automobile etc. In addition the Home Nation is responsible for ensuring all venues, training facilities etc. Have appropriate insurance cover in place — including for example material damage/business interruption and public liability. A copy of such insurance policies must be provided to the ITF on request.

(c) Event Cancellation Insurance

All participating Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the cancellation or abandonment in whole or in part of a Tie due to an event considered to be a force majeure event.

#### 15. Official Functions

The following must take place:

- Captains' Meeting (as outlined in Regulation 38)
- Official Draw
- Official Dinner (an Official Dinner must be held during the week of the Tie. In the case of the Final, a Dinner must be held on the last evening.
- Opening Ceremony on the first day of the Tie.

All venues, dates and times of the official functions are subject to prior approval of the ITF.

#### 16. Official Programme

The ITF must receive a minimum of five pages free of charge in the official programme for each Tie including the Fed Cup Final.

#### APPENDIX G

#### ARRANGEMENTS FOR THE FED CUP FINAL

#### I. INTRODUCTION

The Fed Cup Semi-Finals and Final will be staged together (the "Final Four") at a pre-determined venue chosen by the ITF. The four Nations participating in the Final Four (each, a "Finalist Nation") will play in the Semi-Final, and the two Nations that win their Semi-Final will advance to the Final. Unless specified otherwise, references to 'Home Nation', 'Host Nation' and/or 'Visiting Nation' in the Regulations do not include a 'Finalist Nation'. Unless specified otherwise, or where the context requires otherwise, any reference to a "Tie" in the Rules and Regulations (including this Appendix) includes the Semi-Final or the Final, as applicable, and any reference to the "Final Four" includes the Semi-Final and the Final.

The right to host the Final Four is subject to a tender process. The "Final Four Host" in this Appendix G is the entity that successfully bids to host a Final Four. Unless specified otherwise, references to 'Home Nation', 'Host Nation', 'Visiting Nation', 'National Association' and/or 'Nation' in the Regulations do not include the Final Four Host.

Where any matters regarding the organisation of the Final Four are not provided for in the Regulations, including this Appendix G, or in any other documents or guidelines applicable to the Final Four, the Fed Cup Committee may, at its discretion, determine the most appropriate course of action.

#### II. RIGHTS AND OBLIGATIONS OF THE FINAL FOUR HOST

Without prejudice to any rights of ITF Licensing (UK) Ltd pursuant to any agreement with the Final Four Host, the Final Four Host agrees to be bound by and to comply with the Rules and Regulations, and to be subject to the applicable sanctions and penalties set out in those regulations.

Further rights and obligations of the Final Four Host are set out in this Appendix G and the Hosting Agreement.

#### III. RIGHTS OF FINALIST NATIONS

Finalist Nations shall (at a minimum) have the following rights in relation to the Tie(s) in which they participate in the Final Four (for the avoidance of doubt, the two Nations that lose in the Semi-Final will have no rights in relation to the Final):

#### 1. COMMERCIAL RIGHTS

The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Finalist Nations will be set out in the Commercial Letter.

#### TICKETS

Appendix H (section on Visiting Nation) is replaced with the following:

#### Complimentary tickets/hospitality

For each Finalist Nation (per session):

#### (a) For the Semi-Final:

- . 12 seats positioned immediately behind the seat on the court occupied by its Captain:
- up to 10 seats, in priority positions, in the Presidential Box for its VIPs. Hospitality must also be provided free of charge for those places; and
- iii. 50 first category tickets.

#### (b) For the Final:

- i. 12 seats positioned immediately behind the seat on the court occupied by its Captain:
- up to 10 seats, in priority positions, in the Presidential Box for its VIPs. Hospitality must also be provided free of charge for those places; and
- iii. 100 first category tickets.

#### **Purchased Tickets/Hospitality**

Each Finalist Nation is entitled to purchase (per session) the following:

- (a) For the Semi-Final: at least 10% of the total available tickets less any complimentary tickets provided:
- (b) For the Final at least 5% of the total available tickets less any complimentary tickets provided.

Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes). The seats in each price category must be positioned together in significant numbers. Each Finalist Nation must be given first choice for the location of their complimentary and purchased tickets, after the requirements for the Presidential Box have been met.

Finalist Nations must confirm to the Final Four Host whether or not they wish to take up their option to purchase such tickets within the deadline specified by the Final Four Host that has been agreed with the ITF. The balance of the Nation's entitlement must be located in a block starting in the area directly behind or opposite the team bench of the Finalist Nation requesting the tickets, unless otherwise agreed by the ITF.

#### **Hospitality**

Each Finalist Nation shall be entitled to purchase (per session):

- (a) For the Semi-Final: 50 hospitality passes of a first class standard at market price;
- (b) For the Final: 100 hospitality passes of a first class standard at market price.

When requested by the deadline specified by the Final Four Host, the Final Four Host will provide to a Finalist Nation a reasonable sized facility on-site (maximum 50 people for the Semi-Finalists and 100 people for the Finalists) for hospitality for the official party of the Finalist Nation. Food, drink, decoration, etc., will be charged to the Finalist Nation at cost.

#### 3. ACCOMMODATION/MEALS

Regulation 44(b) is replaced with the following:

On-site food and meals will be provided free of charge to the Finalist Nation Team Members on match days, in accordance with the Hosting Agreement.

#### 4. TRANSPORTATION

The Final Four Host will provide at least the Finalist Nation Team Members and Presidential Box guests with complimentary airport transfers and daily transport from the hotel to the Final Four Ground, and all official functions.

#### IV. ARRANGEMENTS FOR THE FINAL

#### 5. GROUND

References in the Regulations to 'Neutral Ground' do not include the Final Four Ground, and Regulations relating to Choice of Ground do not apply to the Final Four.

Regulation 22 is replaced with the following:

The ITF will choose the location for the Final prior to 31 December in the year preceding the start of the Competition ("Final Four Ground"). Such choice is at the discretion of the ITF and is not subject to challenge, even in circumstances where the Final Four is held in the country of one of the Finalist Nations (as Finalist Nations will not be known at the time of the Final Four Ground selection). The ITF will choose the surface of the court and the ball.

#### 6. MINIMUM STANDARDS FOR THE ORGANISATION OF THE FINAL

Regulation 23 and Appendix F are replaced with the following:

- (a) The Final will be held in a major city or heavily populated area of a country, with (or with easy connections to) an international airport that is easily accessible to the Final Four Ground.
- (b) Requirements relating to accommodation (see also Article 3 of this Appendix G), the stadium (including minimum seating capacity), transportation (see also Article 4 of this Appendix G), facilities, media liaison, Event Director (referred to as the Official Organiser in other Ties) (see also Article 8 of this Appendix G), officials (see also Article 16 of this Appendix G), communications, insurance to be taken out by the Final Four Host, the team host, and publicity material, shall be set out in the Hosting Agreement.
- (c) The Final Four Host is responsible for the formulation, administration and implementation of a comprehensive security and safety plan in accordance with the Hosting Agreement. Where special circumstances apply, no later than 14 days after the quarter-finals, any Finalist Nations may request that the Final Four Host make specific security arrangements. Should any Finalist Nations attend the Final Four with its own security personnel, such personnel must be identified to and liaise with the Security Officer appointed by the Final Four Host.
- (d) Finalist Nations are responsible for taking out and maintaining at their own cost an event cancellation and abandonment insurance policy insuring against all reasonably known financial risks arising from the rescheduling, cancellation or abandonment in whole or in part of a Final Four due to an event considered to be a force majeure event.
- (e) The ITF will determine which Official Functions will take place, which may be stand-alone events or combined, and may include but are not limited to:
  - a) Captains' Meeting (as outlined in Article 17 of this Appendix G)
  - b) Official Draw
  - c) Post-Draw Press Conference
  - d) Official Dinner (which must take place on the evening two days prior to the first match)
  - e) Opening Ceremony
  - f) Presentation Ceremony
  - g) Closing Ceremony

All venues, dates and times of the official functions are subject to prior approval of the ITF. The Final Four Host must consult with the ITF to ensure that the arrangements for each official function are appropriate.

#### 7. GENERAL ARRANGEMENTS – VISAS

Regulation 25 is replaced with the following:

The Final Four Host must advise the Finalist Nations of any requirements for visa applications, and assist Team Members of Finalist Nations and officials participating in the Final Four in arranging visas, in accordance with the Hosting Agreement. Finalist Nations must act in a timely manner when arranging visas.

#### 8. EVENT DIRECTOR AND SECURITY OFFICER

Regulation 27 is replaced with the following:

The Final Four Host must appoint an English-speaking Event Director to organise the Final Four and a suitably qualified Security Officer, in accordance with the Hosting Agreement.

#### 9. ARRANGEMENTS FOR PRESS AND MEDIA

Regulation 28 is replaced with the following:

The Final Four Host shall make suitable arrangements for press and media, in accordance with the Hosting Agreement.

#### 10. TEAM NOMINATIONS

(a) Regulation 31(a) is replaced with the following:

Each competing Nation must, by the deadline specified by the ITF, submit its nominated team for the Final Four in order of merit to the Fed Cup Executive Director without specifying which players will play in singles and doubles:

- A team of a minimum of three (3) players plus a playing or non-playing Captain;
   or
- ii) A team of a maximum of four (4) players plus a non-playing Captain.

For the avoidance of doubt, each Nation will submit one nominated team that will compete in both the Semi-Final and Final. The ITF will specify in respect of the Final Four the number of nominated players that may be changed, and the applicable conditions and deadlines. Nominated players may be changed in accordance with that specification.

Only players nominated in accordance with the above shall be selected to play in the singles and doubles contests of the Final Four.

In addition, the nomination of a non-playing Captain may be changed at any time before the commencement of a Tie.

If the Captain is unable to fulfil his/her duties on court, he/she may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw will take place at the latest on the day preceding the Tie, as specified by the ITF, at its discretion.

Notification must be given to the Referee and to the opposing Captain.

#### (b) Regulation 31(d) is replaced with the following:

A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:

Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.

Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, the Referee must sanction the substitution of that player by another player nominated for the Tie.

The ITF may amend these deadlines in advance of the Final Four.

#### (c) Regulation 31(f)(i) is replaced with the following:

A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.

The ITF may amend these deadlines in advance of the Final Four.

#### V. CONDUCT OF TIES

#### 11. FINAL FOUR TIE - HOW DECIDED

Regulation 32 is replaced with the following:

- (a) The ITF will determine the order and schedule of play for the Final Four. Each Tie shall be decided by the combined results of singles and doubles, and the side that wins the majority of matches will be the winner. Each Tie shall consist of four singles and one doubles:
  - i) Unless specified otherwise by the ITF, in singles, each team shall consist of two players, who shall each play against each of the opposing team to the best of three tie-break sets.
    - The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
  - ii) In the doubles, each team shall consist of two players, who shall play against the opposing team to the best of three tie-break sets.
  - iii) Unless specified otherwise by the ITF, the doubles match must take place after the fourth singles match.
- (b) Unless specified otherwise by the ITF, the policy for playing dead rubbers in the Semi-Final is as follows:
  - i) If the third singles decides the outcome of the Semi-Final, the fourth singles match will not be played and the dead rubber doubles match will be played instead.
  - ii) If the fourth singles match decides the outcome of the Semi-Final the dead rubber doubles match will be played.
  - iii) If any dead doubles match reaches one set all, the third set will be a match tie break (10 points).
- (c) Unless specified otherwise by the ITF, the policy for playing dead rubbers in the Final is as follows:
  - i) If the third singles decides the outcome of the Final, neither the fourth singles
    match nor the doubles match will be played unless the Executive Director
    decides otherwise. The closing ceremony will take place after play has
    concluded.
  - ii) If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.
  - iii) If any dead doubles match reaches one set all, the third set will be a match tie break (10 points).
- (d) If a result has not been obtained and weather or any other unavoidable hindrance forces play to be abandoned, Finalist Nations must stay and play for two additional days after the scheduled completion date for the Final, unless otherwise decided by the Executive Director. Where the Semi-Final and/or the Final are not completed in those two additional days, every effort must be made by the Finalist Nations and their Team Members to conclude the Tie(s) over further additional days, as directed by the Executive Director.

If the Semi-Final and/or Final cannot be concluded over further additional days, or the Executive Director determines that the Semi-Final and/or the Final must be

postponed, the Fed Cup Committee will then notify the two Nations concerned of the new date by which the Semi-Final and/or Final must be played and concluded. Failure to conclude a Semi-Final and/or Final by the date fixed, or as provided above, shall render both teams liable to be defaulted.

All arrangements for the Fed Cup Final shall be subject to approval by the Fed Cup

The Executive Director is responsible for taking any decisions relating to the implementation of this provision on site at the Final Four.

#### 12. INTERVAL BETWEEN MATCHES

Regulation 33 is replaced with the following:

The ITF will determine the interval between the singles matches for the Final Four, which may be altered by the Referee on site if the circumstances require it.

#### SURFACE OF COURTS, BALLS AND PLAYING CONDITIONS

(a) Regulation 34(a) is replaced with the following:

The ITF shall select the surface type of the courts to be used in the Final Four. The surface type shall 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 court surfaces & recognised courts: a guide to products and test methods", and must be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the WTA Tour held in the year previous to the Final Four.

- he city where the Final is to be held must be the capital city or one of the major cities sufficient hotel accommodation of the highest category (maximum 45-minutes to the
- If the Executive Director determines that the Final Four Host is unable to provide a playable match court at the scheduled starting time, or at any point during the Final Four, the Executive Director shall in his absolute discretion have the power to delay and/or call off the match and/or Tie. The ITF (in consultation with the Final Four Host) will reschedule the match and/or Tie as soon as practicable, without forfeiture against either Finalist Nation. Any dispute (except between the ITF and the Final Four Host, which shall be governed by the dispute resolution clause in the Hosting Agreement) shall be settled by the Fed Cup Committee.
  - he appointment of representatives of the ITF to liaise with the Home Nation. T epresentatives of the ITF must have an office on the site of the venue, to be provided by the Home Nation. The prime responsibility of these representatives shall be to ensure that all sponsorship and commercial matters required by these Regul are properly dealt with and that the operations manual is strictly followed.

  - Accreditation and facilities for international press, including TV and photographers.

    Allocation of tickets to the ITF and the Visiting Nation.

    Official functions (Draw, Presentation and Closing Ceremonies, Dinners, etc). The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the irst singles match on Saturday. The Closing Ceremony on court, including the resentation of the Fed Cup trophy to the Champion Nation, must take place on Sunday immediately following the last match unless otherwise agreed. If a result has een obtained after the third or fourth singles match, taking spectators and television nto account, the Executive Director shall, following consultation with the Referee and The Official Dinner must be held on Sunday evening.
  - isplay of the Fed Cup Trophy on court both days.

It is the responsibility of the Home Nation to provide security for the Fed Cup Trophy during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Fed Cup Trophy back to their country or territory (if away from home), clear the Trophy through customs and to pay any costs incurred.

It is also the responsibility of the Winning Nation to arrange the shipment of the Trophy ento the ITF the following year, clear the Trophy through customs and to pay any costs incurred.

- (h) Entertainment and requirements of the Title Sponsor and International Sponsors.
- (i) Display areas, VIP rooms and offices for the staff of the ITF.
- (j) Wi-Fi must be available free of charge to members of the public on site as per the guidelines set out in the Operations Manual and provided in accordance with the Terms and Conditions set out in Schedule 1 to this Appendix G.

#### SCHEDULE 1

#### WIFI SERVICE MINIMUM STANDARDS

1. The following definitions shall apply in this Schedule 1:

"Prohibited websites" means any and all websites which contain pernography, illegal content of any kind, illegal drugs promotion, racism, fraudulent or suspicious content, content that promotes gambling, gaming and/or any other activity with an entry fee and a prize, or any offensive material, and such other websites as are notified to the National Association by the ITF in writing from time to time:

"User" means any user of the Wi-Fi service;

"User data" means all information provided by users or collected in respect of users in connection with their use of Wi-fi-services;

<u>"Wi-Fi service" means the wireless networking technology that provides wireless high-speed</u> internet and network connections free of charge to members of the public on site; and

"Wi-Fi provider" means the provider of the Wi-Fi service.

- Wi-Fi service shall be available free of charge to the members of the public on site at a minimum in all hospitality areas, commercial areas and court area.
- 3. Unless otherwise agreed in writing between the National Association and the ITF, all intellectual property rights in and to any and all user data shall vest jointly in the ITF and the National Association automatically upon creation and the ITF and the National Association shall each be entitled to use, exploit, assign, and license user data without the prior written consent of the other, subject to applicable data protection legislation. The National Association agrees to do, and procure that the Wi-Fi provider does, all acts and executes all documents as may be necessary to give effect to rights granted in this paragraph Error! Reference source not found...
- 4. The National Association shall procure that:

a) The privacy policy for the Wi-Fi service is prominently made available to users on registration for the Wi-Fi service and that it notifies users that user data will be shared with the National Association and the ITF and used for the following purposes: marketing, analytics, and service improvement; and

b) The Wi-Fi provider prominently presents to users (when user data is first collected) marketing consent wording to enable the National Association and the ITF to send marketing communications to users, such marketing consent wording to be agreed in writing by the National Association and the ITF prior to the commencement of the Wi-Fi service.

- 5. Upon the written request of the ITF, the National Association shall provide, or shall procure that the Wi-Fi provider provides, all user data in such format and at such frequency as the ITF may reasonably request, including notice of which users have and have not consented to receiving marketing communications from the National Association and the ITF.
- 6. The National Association agrees at all times to ensure that users are clearly notified that the Wi-Fi service is not provided by the ITF and such notice shall clearly identify the Wi-Fi service as the provider of the Wi-Fi services.
- The National Association agrees at all times to ensure that no prohibited websites are
  accessible by users via the Wi-Fi service.
- Unless otherwise agreed in writing between the National Association and the ITF, the National Association warrants and represents that:
- a) It has the full right, title and authority to grant to the ITF the rights in the user data under paragraph Error! Reference source not found, of this schedule 1; and
  - b) The Wi-Fi service complies, and shall continue to comply with all applicable laws, guidance and mandatory codes of practice relating to the processing of personal data and privacy and the provision of Wi-Fi services.

The ITF shall bear no liability to any Finalist Nations (or any of its Team Members), the Final Four Host or any other persons or entities for any loss incurred as a result of a delayed, cancelled or rescheduled match and/or Tie.

(b) Regulation 34(b) is replaced with the following:

The pace of the courts to be used in the Final Four, excluding grass and clay surfaces, must have a measured ITF Court Pace Rating between twenty four (24) and fifty (50) inclusive when using the ball selected by the ITF for the Final Four. The ITF may conduct on-site testing to determine the Court Pace Rating.

(c) Regulations 34(c), 34(e), 34(g) and 34(h) are replaced with the following:

The responsibilities of the Final Four Host in respect of the artificial lighting, court dimensions, court covers and minimum height to the ceiling requirements for the Final Four are set out in the Hosting Agreement.

(d) Regulation 34(i) is replaced with the following:

The ITF shall select the balls to be used in the Final Four, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber (with six (6) new balls) of the same brand to be provided at each change.

# 14. MATCH AND PRACTICE COURT AVAILABILITY AND PRACTICE ON COURT Regulations 35(a)-(d) are replaced with the following:

The Final Four Host is required to provide sufficient and suitable access to the match and practice court(s) during the Final Four, and to provide Finalist Nations equal access to those courts, in accordance with the Hosting Agreement.

#### 15. COMMENCEMENT AND CESSATION OF PLAY

#### Regulation 36 is replaced with the following:

The ITF shall determine the times for the commencement and cessation of play during the Final Four to ensure that play is completed under reasonable conditions, in accordance with the Hosting Agreement. The times for cessation of play shall be decided by the Referee.

#### VI. COURT OFFICIALS

#### 16. APPOINTMENT OF OFFICIALS

Regulation 37(a), (e) and (f) and Article 10 of Appendix F are replaced with the following:

In advance of the Final Four, the following appointments will be made:

(a) The Fed Cup Committee will appoint one or two Referee(s) with ITF Gold Badge certification (as required):

#### (b) The ITF will appoint:

- a. One Assistant Referee with at least ITF Silver Badge certification (if required);
- b. A sufficient number of Neutral Chair Umpires with ITF Gold Badge certification;
- c. A sufficient number of Review Officials with extensive Review Official experience at the Fed Cup World Group, Davis Cup World Group and/or Grand Slam level; and
- d. One Chief Umpire with at least ITF Silver Badge certification.
- (c) The Final Four Host will appoint: a sufficient number of Line Umpires (subject to ITF approval), a Chief of Ballkids, Ballkids, an Independent Doctor and a stringer (with at least one stringer operational from four days prior to the start and for the duration of the Final Four).

#### 17. REFEREE - DUTIES AND POWERS

Regulations 38(a) and 38(c) are replaced with the following:

- (a) The Referee shall arrive to the Final Four Ground by the date specified by the ITF; and
- (b) The Referee shall call a meeting of the Captains for each Semi-Final and for the Final (with the dates of those meetings to be specified by the ITF) so that s/he and the Captains can sign a statement of arrangements to be made for the Tie and the official functions.

Regulation 39(e) does not apply to the Final Four.

#### VII. FINANCE

#### 18. EXPENSES - OFFICIALS

Regulation 42 is replaced with the following:

The fees, accommodation, subsistence and travelling expenses of any officials appointed by the ITF for the Final Four will be paid in accordance with the Hosting Agreement.

#### VIII. SPONSORSHIP AND OWNERSHIP OF RIGHTS

#### 19. OWNERSHIP OF RIGHTS

Regulation 46(b) is replaced with the following:

The commercial rights of the Final Four Host in relation to the Final Four are set out in the Hosting Agreement.

The commercial rights (including, without limitation, in respect of branding, sponsorship and advertising) of Team Sponsors will be set out in the Commercial Letter.

#### <u>ADVERTISEMENTS</u>

Regulation 47 is replaced with the following:

The advertising rights of the Final Four Host in relation to the Final Four are set out in the Hosting Agreement.

21. NATIONAL TEAM RIGHTS

Regulation 48 does not apply to the Final Four. See Articles 1 and 19 of this Appendix G.

# 22. SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS Appendix H (section on the ITF, title sponsor and international sponsors) are replaced with the

following:

The rights of the ITF, title sponsor and international sponsors in relation to seating/tickets and hospitality at the Final Four are set out in the Hosting Agreement.

### 23. PROGRAMME AND 1 Section 23. Regulation 50 is replaced with the following: PROGRAMME AND PUBLICITY MATERIAL

The requirements applicable to the Final Four Host in respect of the Final Four programme and other publicity material for the Final Four are set out in the Hosting Agreement.

24. DATA RIGHTS AND OBLIGATIONS

Article 2(c) of Appendix L does not apply to the Final Four. The data rights granted to the Final Four Host, including those set out in Appendix 2(c) of Appendix L, will be set out in the Hosting Agreement.

The Final Four Host will have the following obligations in respect of Data rights:

(a) to assist the ITF in its efforts to exercise the Data rights under Appendix L; and

(b) to comply with all of the obligations also applicable to National Associations under Article 3 of Appendix L.

#### APPENDIX H

### SEATING/TICKETS AND HOSPITALITY FOR VISITING NATIONS, ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

#### WORLD GROUP AND WORLD GROUP II

#### **VISITING NATION**

#### **Complimentary Tickets**

- Twelve (12) seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- Up to ten (10) seats, in priority positions, in the Presidential Box for the VIP's of the Visiting Nation. Hospitality must also be provided free of charge for these ten (10) places.
- 3) Fifty (50) first category daily tickets (one hundred (100) in the case of the Fed Cup Final). Where a stadium does not include any boxes, the Visiting Nation must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their 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.

These seats must be positioned at one location.

#### **Purchased Tickets / Hospitality**

The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes).

The balance of the 10% must be located in a block starting in the area directly behind the team bench of the Visiting Nation, unless otherwise agreed by the ITF.

The Visiting Nation must confirm to the Home Nation within twenty (20) days of being advised of the venue and ticket prices whether or not it wishes to take up its option to purchase such tickets.

When requested, at least thirty (30) days before the Tie, the Home Nation will provide to The Visiting Nation a reasonable sized facility on-site for hospitality for the official party of the Visiting Nation (maximum fifty (50) people). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

#### ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

#### **Complimentary Tickets / Hospitality**

I) Six (6) seats in the Presidential Box for the VIP's of the ITF and seating for Title Sponsor and International Sponsors where requested. In the case of the Fed Cup Final seats for the tellowing people must be reserved.

- ITF Board of Directors

- Fed Cup Committee

- Up to four (4) members of the ITF's Senior Executive staff

The Presidents (and their partners) of other World Group Fed Cup—Nations attending the Fed Cup Final shall, provided adequate notice is given, be entitled to receive complimentary seats where available.

All persons receiving complimentary seats in the Presidential Box must be provided with hospitality by the Home Nation.

 Up to an aggregate of one hundred eighty (180) (two hundred thirty (230) for the Fed Cup Final) daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF. Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their 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. These seats must be positioned at one location.

#### **Purchased Tickets**

The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). 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 five hundred (500) first category tickets (seven hundred (700) in the case of the Fed Cup Final) at the lower of US\$75 each (US\$100 each in the case of the Fed Cup Final) or face value. The seats in each price category **must** be positioned together in significant numbers. Such tickets must be in a good location and will be purchased by the ITF and confirmed thirty (30) days before the Tie.

The ITF, Title Sponsor and International Sponsors shall be entitled to purchase five hundred (500) hospitality passes: (seven hundred (700) in the case of the Fed Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc but does not include local taxes. The ITF, Title Sponsor and International Sponsors 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.

#### **APPENDIX I**

#### **WELFARE POLICY**

Any team member coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player or team (together "Player Support Team Member"), any player, and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff memberpersonnel of any Nation, Competition host (whether a Nation or other entity) or the ITF, including (without limitation) officials, tournament directors, staff members, volunteers, consultants, agents, sponsors, health care providers, and members of the media (together "Credentialed Person") shall conduct himself/herselfthemselves in a professional manner at all times and in accordance with this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined collectively as "Covered Persons".

**Commented [HM15]:** This is a revised definition that is only changed in substance to expand and cover the Host's personnel

#### a. Elements of the Welfare Policy.

- i. Application
  - a) Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.
- ii. Unfair and/or Discriminatory Conduct
  - a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.
  - b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.
- iii. Abuse of Authority; Abusive Conduct
  - a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.
  - b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.
  - c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

#### iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.

- b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.
- c) Covered Persons shall not engage in sexual harassment for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.
- d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b below.

#### v. Other matters

- (a) Criminal Conduct Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.
- (b) Conduct in General Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

#### b. Violations/Procedures

- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF Executive Director responsible for the ITF Tournament in which the complainant participates. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, the ITF shall promptly investigate the matter. Upon request by the ITF Internal Adjudication Panel shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.
- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF may determine that the complaint does not merit further action. If the ITF determines that the complaint does merit further action, after notifying the accused individual of the charge(s) it shall refer the matter to the ITF Internal Adjudication Panel. After and giving the accused individual the opportunity to present his or her views, the ITF Internal Adjudication Panel may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF Internal Adjudication Panel may deem appropriate.

- iii. The ITF Internal Adjudication Panel reserves the right to extend to any or all ITF Tournaments a suspension or other disciplinary action taken against a Covered Person by a National or Regional Association or other tennis organisation such as the Women's Tennis Association and Association of Tennis Professionals or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above. The ITF Internal Adjudication Panel reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above. The ITF Executive Director may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other tennis organisations as specified above and/or relevant authorities.
  - Decisions of the ITF Internal Adjudication panel may be appealed to the Independent Tribunal in accordance with Regulation 15.

Any decision of the ITF Internal Adjudication Panel pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF Executive Director and/or the ITF Internal Adjudication Panel.

#### APPENDIX J

#### **RECIPROCITY**

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all Fed Cup Ties, a suspension or other sanction issued against a Covered Person (as defined in Appendix I - ITF welfare policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any other tennis organisation including National Associations, the Grand Slam Board, Women's Tennis Association and Association of Tennis Professionals.

The ITF Internal Adjudication Panel shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other tennis organisation or any other relevant authorities. The ITF Internal Adjudication Panel may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities he considers appropriate in his absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

#### APPENDIX K

## RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE FED CUPFINAL FOUR

- 1 Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Fed Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Fed Cup team ("participants") for the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either the Team Sponsor or one (1) local sponsor approved by the ITF), in the event that their team participate in the Fed Cup Final Four.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
  - The rights are restricted to use in connection with each participant's status as a member of her Fed Cup team and must only be used in materials featuring no less than four (4) participants;
  - b) Such images may only be used by sponsors as part of their association with the Fed Cup and in connection with references to the Fed Cup Final Four featured in the photography or visual reproduction or representation. No participant's image shall be used as a commercial endorsement of any of the sponsors' product or service;
  - Where such images are used by a Team Sponsor or ITF approved local sponsor, the use shall be restricted to within the geographic territory of the National Association only;
  - All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF;
  - e) No participant's image will be used in a manner that is materially more prominent than the images of other participants used;
  - f) In any event the rights are granted for a period of up to one (1) year.

Note 1: For the purpose of guidance for sponsors, ITF will apply the following scope and duration restrictions:

- Title Sponsor rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Fed Cup Final.
- ii. International Sponsors rights may be used on a worldwide basis for a maximum of one (1) month from the date of the Fed Cup Final. Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. Rights may not be used for any form of on-pack advertising or promotion.
- iii. Team Sponsor or ITF approved local sponsor the use shall be restricted to scope and duration defined in Paragraph 2 above and in addition, restricted to within the geographic territory of the National Association only.

#### APPENDIX L

#### **DATA RIGHTS**

#### 1. Definitions

The following terms shall have the following ascribed meanings:

"Data Rights" shall mean the right to in any way use or create or assemble Official

Data including without limitation the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data including but not limited to the Live Scoring Rights.

"Match Period" shall mean in respect of each match the period commencing at the

start of that match and expiring 30 seconds after conclusion of the last game in said match.

"Live Scoring Rights" shall mean the right to exercise Data Rights during the applicable

Match Period.

"Official Data" shall mean any order of play/schedule, draw, scoring (including, without limitation live match scores/in-match incident such as match

starting, challenge, a point being scored, number of aces etc.)

Andand/or other statistical information relating to the Competition, any Tie and/or the participants therein, howsoever generated and

including without limitation PAT Data;

"PAT Data" shall mean player performance analysis data and/or other data or

information collected by and/or with the co-operation of the Player and/or Team and/or National Association and/or analysis derived therefrom during a match in the Competition by means of any system of player analysis technology that is approved by the ITF for

use in the Competition.

#### 2. Data Rights

The ITF will have the exclusive right to exercise the Data Rights including without limitation the Live Scoring Rights in respect of any and all Ties and/or any and all elements of the Competition. Each National Association will assist the ITF in its efforts to exercise the Data Rights.

The ITF hereby confirms that each National Association may on a royalty free basis use Official Data by the following means:

- (a) The right to use the Official Data excluding PAT Data in National Association official publications and on official websites, mobile applications and/or other media outlets provided that any such use takes place after the applicable Match Period and is for non-gambling purposes;
- (b) The right to supply the Official Data excluding PAT Data to Official Sponsors and/or Suppliers of the National Team provided that any such supply takes place after the Match Period and is for non-gambling purposes; and
- (c) The right to use the Official Data excluding PAT Data for in-venue purposes (including by way of example and not limitation on in-venue scoreboards) before the expiry of the Match Period for non-gambling purposes;

In addition, the ITF confirms that where ITF provides a live score centre of any match on the ITF website the National Associations may request ITF's permission to incorporate a link on their respective official websites that enables viewers to access and view such live score centre. The ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with ITF directions.

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

#### 3. Data Rights Protection

National Associations shall not allow or authorise the dissemination, transmission, publication or release of any Official Data and/or any match score or other related statistical data from the venue of any Tie.

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 Official Data and/or any match score or other related statistical data or for purposes relating to gambling shall be prohibited and each National Association shall take reasonable steps to enforce such prohibition (including without limitation by means of venue regulations, ticket conditions and accreditation terms), save for incidental use within editorial reporting. The exception to this provision is National Association and/or ITF credentialed personnel when used in the performance of their duties.

The National Associations shall co-operate with the ITF in relation to:

- Any system or scheme that the ITF implements for the exercise, collection, supply and/or licensing (in each case by the ITF itself or via an appointed third party) of Live Scoring Rights;
- Any measures that the ITF takes to protect the exclusivity of Live Scoring Rights and the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Official Data.

ITF and the National Associations shall at all times co-operate with and comply with the requirements of the Tennis Anti-Corruption Program.

#### 4. PAT Data Exploitation

ITF has, subject to the rules of tennis, agreed that Players and National Teams using approved pat systems may collect, collate, assemble and store PAT Data from games and matches played in the competition subject to the following conditions:

- i. During the Tie the National Associations, team members, coaches and players Team Members, and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data shall only use such PAT Data for internal analysis and coaching purposes of the respective player and/or team and such use shall be strictly subject to Rule 30 of the Rules of Tennis.
- ii. Each National Association, Team, and Team member, Coach and Player Member shall and undertakes to procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data at any time 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 4(i) above or that have otherwise been pre-approved in writing by the ITF and shall take such steps as ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, in particular but without limitation no PAT Data or analysis or product derived therefrom shall be used or supplied to any third party for any purpose related to betting and/or gambling;
  - b) Ensure that ITF shall be 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 ITF shall be free to use such PAT Data and authorise third parties to use such PAT Data for any purposes;
- iii. In the event that such PAT Data is accessed by unauthorised third parties and/or ITF reasonably believes that PAT Data and/or PAT equipment and/or services are being used for any purposes in breach of these Regulations ITF shall be entitled to rescind its approval and the National Teams, Coaches and Players will immediately cease use of the PAT system pending resolution.

#### **COMMITTEES**

#### **Board of Directors**

David Haggerty (USA) (Chairman), Katrina Adams (USA) (Vice President), Anil Khanna (IND) (Vice President), Rene Stammbach (SUI) (Vice President), Martin Corrie (GBR), Sergio Elias (CHI), Ismail El Shafei (EGY), Bernard Giudicelli (FRA), Jack Graham (CAN), Thomas Koenigsfeldt (DEN), Celia Patrick (NZL), Mary Pierce (FRA), Aleksei Selivanenko (RUS), Stefan Tzvetkov (BUL), Bulat Utemuratov (KAZ), Mark Woodforde (AUS).

#### **Fed Cup Committee**

Katrina Adams (USA) (Chairman), Christiane Jolissaint (SUI), Ivo Kaderka (CZE), Ulrich Klaus (GER), Ingrid Lofdahl Bentzer (SWE), Aleksei Selivanenko (RUS), Joan Pennello (WTA - Observer).

#### The Executive Director:

Kris Dent, Senior Executive Director Professional Tennis ITF Ltd, Bank Lane Roehampton London SW15 5XZ Tel: (44) 20 8878 6464 executive.director@ITFtennis.com

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### 6. NOMINATIONS

#### **AWARDS FOR SERVICES TO THE GAME**

### **National Association Nominations:**

Name	Category				
Mr Herman Hu (HKG)	Administrator	Honorary (general) Secretary of the Federation from 1987 to 2002.			
Ms Olga Savchuk (UKR)	Player	Played 27 Rubbers over 24 Fed Cup ties – Total W/L 20/7, Singles 3/2, Doubles 17/5.			
Ms Tatiana Poutchek (BLR)	Player	Played 52 Rubbers over 45 Fed Cup ties – Total W/L 37/15, Singles 9/8, Doubles 28/7			
Mr Gennadiy Zhukov (RUS)	Administrator	Member of the Executive Board of Directors of the Russian Tennis Federation from 1989 to 1995 and from 2009 to present.			
Mr Jorge Lacerda (BRA)	Administrator	President of the Confederacao Brasileira de Tenis from 2004 to 2017.			
Mr Abdulla Al Shaibani (UAE)	Administrator	Member Board of Directors of Tennis Emirates from 1985 to 2000.			
Mr John Shannon (FIJ)	Administrator	President of Tennis Fiji from 2001 – 2006 and General Secretary from 2006 to 2016 when he died.			
Dr Ian Froman (ISR)	Administrator	Chairman from Jan 2003 to Dec 2005, President from Jan 2008 to Aug 2016.			
Mr Roland Hansson (SWE)	Coach	Pioneer within Swedish coaching education – also worked in South America, Asia and Africa. Creator of Mini tennis. Coached top ten players both men and women.			
Mr Andrei Kornilov (UZB)	Official	Officiated at more than 25 Davis Cup and Fed Cup ties as chair umpire and referee.			

#### **Coaches Commission Nomination:**

Anne Pankhurst (GBR)	PhD. specialised in talent ID and Development. USTA and PTR Education consultant. A qualified PE teacher with Diplomas in advanced sports coaching, biomechanics and sports physiology. Has authored several books on young athletes' development. Former LTA Coach Education Director and USTA Manager of Coaching Education.
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### **Report of the Board of Directors**

The Board of Directors **recommends acceptance** of all of the above nominations.

#### 7. APPOINTMENT OF AUDITORS

### Article 14(b)(viii) To appoint annually the Auditors to the Company

The Board of Directors recommends the reappointment of the below company as Auditors to the International Tennis Federation from 4 August 2017 up to and including the final day of the 2018 General Meeting:

United Kingdom KPMG LLP

#### 8. ANY OTHER BUSINESS

**Future Annual General Meetings** 

### **DEPARTMENTAL REPORTS**

#### **COMMUNICATIONS**

The Communications Department has focused its activities in 2017 in several key areas:

- promoting and providing extensive coverage of Davis Cup and Fed Cup by BNP Paribas
- managing, reviewing and elevating the ITF's digital and social media platforms
- delivering media services at the four Grand Slams
- producing publications including the flagship magazine ITFWorld and Report and Accounts
- working with the ITF leadership on messaging, promotion and strategy for Davis and Fed Cup reforms
- producing news releases, statements and articles promoting initiatives such as the Player Pathway, Tennis Anti-Doping Programme enhancements and Grand Slam Development Fund Grants
- developing a historical photo archive
- increasing the ITF President's interaction with national and international media

The department has been responsible for extensive coverage of Davis and Fed Cup on <a href="DavisCup.com">DavisCup.com</a> and FedCup.com</a>, as well as the official Facebook, Twitter, Instagram, YouTube and Sina Weibo accounts. As always, reporters, photographers and TV crews were deployed at the venues, while the department staff in Roehampton edited, produced and posted content, ran the live blog and moderated the big screens. Now that Minsk has been confirmed as host of the Fed Cup Final in November, the department will work with the Belarus federation on media operations and accreditation and help plan for promotional and digital services.

Web figures for both Davis Cup and Fed Cup have been trending downwards the past two years as visitors use the sites more as an information tool. Fans are increasingly turning to social media for more engaging content. As a result, we have put heavy emphasis on enhancing our social media content, especially with compelling video. The approach has paid off so far, with video views and engagement figures showing a dramatic increase.

Unfortunately, neither live streaming nor the new live scoring platform were ready due to technical delays out of the ITF's control. However, we are confident these products will be launched well in advance of September's Davis Cup semifinals and play-offs and November's Fed Cup final. The new platform will provide point-by-point scoring, match data analysis, statistics, head-to-head records and player bios.

The Communications Department has been involved in a company-wide review of digital and social media programs. Going forward, we intend to streamline our social media accounts to make them more strategic and to relaunch our digital presence to make it more mobile-friendly and optimise the user experience.

Also this year, the department has issued statements and press releases on sensitive topics such as the incidents involving Denis Shapolov and Ilie Nastase. The department has also worked closely with the ITF leadership on the Davis and Fed Cup reform projects and arranged a series of media interviews for David Haggerty.

The department's marketing staff has been responsible for the continued success of the 'Show Your Colours' campaign, which has now been activated at 436 events across 84 nations since its launch in 2014. The marketing staff is working on creating more engaging Davis and Fed Cup draws and producing more promotional video content.

The Communications Department worked with the Presidential office on organising the ITF World Champions Dinner, which was held at the Pavillion Cambon Capucines in Paris during Roland Garros. The dinner honoured the 2016 World Champions, as well as Emilio Sanchez and Sergio Casal, who received the prestigious Philippe Chatrier Award for services to tennis.

#### INTERNATIONAL RELATIONS

In January 2017 an International Relations department was formed. The primary purpose of the department is to introduce a direct channel of communication between our 210 member National Associations and the ITF executive and staff. The department has positioned itself as the first point of contact for all member nation's queries and aligned itself with each of the ITF departments, to ensure that National Associations receive the most appropriate expertise and knowledge that the ITF can offer.

A proactive outreach programme with member National Associations has focused upon supporting ITF2024 to deliver for the nations by listening to and better understanding each nation's unique requirements and challenges, enabling the ITF to provide the appropriate form of support and advice.

Through a three-step communication strategy focused on direct communication, closer ties with Regional Associations and the ITF's global network of Development Officers, the department has updated National Associations on key strategic changes. The Davis and Fed Cup reforms, Transition Tour and the ITF Development Strategy have all been subjects of direct communication with member National Associations, in addition to the benefits of ITF membership and attendance at the ITF AGM.

A new policy of National Association delegations visiting the ITF office to meet with ITF executive and staff members has been introduced. A total of six National Associations visited the ITF offices for the first time in 2017 with a range of subjects discussed leading to the identification of new areas of support for the National Association. The department has also opened an ITF membership 'workshop' at the ITF office located on-site at the French Open and Wimbledon Championships, providing the opportunity for National Association representatives to discuss membership matters in person.

In coordination with the Development department, and under the guidance of the Constitutional Committee, a review of the ITF membership structure and evaluation criteria is underway. The purpose of this review is to deliver recommendations for a more simple, transparent and measurable evaluation system. In turn, this will enable the ITF to develop a clear membership pathway for National Associations to progress their membership from Class C to Class B through tennis development efforts.

Further collaboration with the Development department has taken place on a new digitalisation programme that aims to support National Associations that do not yet benefit from fully digitalised services, for example, a digital national ranking system and method of publication.

In March the inaugural ITF Solidarity Programme candidate was welcomed to the ITF office. A second candidate participated in the programme in June and a third is scheduled for the final quarter of 2017. The programme involves a staff member from a National or Regional Association traveling to the ITF offices in London in order to work with a variety of ITF departments for a period of several weeks. The aim of the programme is that the participant gains a worldwide perspective on the administration of the game, receives training in our best practices and future collaboration with the ITF can be established.

Following a Memorandum of Understanding with the Russian International Olympic University in Sochi, the first candidate for a scholarship to the Masters of Sport Administration course was selected for the academic year 2017/18. This agreement also provides the opportunity for internships at the ITF office to take place.

The department has also developed closer ties with external bodies including the IOC and ASOIF in order to provide up-to-date guidance in matters of governance and opened communication with potential external partners such as UNESCO.

### **HUMAN RESOURCES 2017**

### **Staff Head Count**

Head count totals 97 as at 1 July 2017 and this figure includes all employees, both full and part—time (but does not include contractors or fixed term contractors or freelance personnel).

Going forward we have plans for 1 new position and we are planning to commence recruitment for this role in the coming months.

The gender split of the headcount is 49 men and 48 women. Within senior management roles (Heads and Directors only) we have 10 men and 5 women.

## Salary Benchmarking

Following the salary benchmarking exercise which took place last year in consultation with Hay Group, a new staff grade structure was introduced in January 2017. This provides a more consistent and comprehensive guideline for salary and recruitment benchmarking.

The new structure was introduced following a thorough consultation and internal communication process and will not only assist with current salary and recruitment decisions but also those related to pay and progression in the future.

### **General HR News**

We continue to provide a comprehensive induction programme for our new team members with the last induction taking place in March. We also continue to offer a good level of learning and development opportunities for the ITF team. We have recently provided time management workshops and plan to follow this up with interviewing skills training later in the year. We will be trialling a 'summer hours' initiative over the next few months, to complement our existing flexible working options.

In addition to our regular staff social activities, including a Summer BBQ, Christmas Party and various events throughout the year, we will be focussing on the introduction of new employee engagement initiatives. These will be designed to improve communication and collaborative working between departments and better support the ITF 2024 vision.

### **INFORMATION & COMMUNICATIONS TECHNOLOGY**

# **ICT Strategic Review**

We undertook a comprehensive review of ICT operations in the first part of the year, bringing in industry experts to look at how and where we should focus our activity and resources. The review identified several strategic priorities that are most aligned to the objectives of ITF 2024, highlighting the need to focus development activity on the delivery of the Transition Tour, on redeveloping and modernising the current IPIN service, as well as undertaking a comprehensive redesign of the ITF's website – itftennis.com.

The review also emphasised the importance of investing in key areas related to risk management. Whilst we have a very good record of protecting ITF systems from cyber threats, in the wake of specific new and targeted threats that have arisen recently, a comprehensive assessment of our ICT security measures will be conducted by a specialist external consultancy. Alongside this we will be undertaking a full review of the ITF's business continuity provisions, and conducting a comprehensive data audit and review of data protection compliance.

The necessary investment in ICT was recently approved by the Board as Strategic Initiatives to be funded from Reserves, and the process is currently underway to implement all the recommendations identified by the external review.

### **Transition Tour and IPIN**

The introduction of the new global Transition Tour requires the focussing of a significant amount of ICT resources and activity on ensuring that the IT infrastructure and services necessary for its introduction will be ready in time for the 2019 launch. To support the changes that have been announced for the Transition Tour we have embarked on a major programme of new development which cuts across the full range of IT services that currently support ITF Pro Circuit operations, adapting existing systems that manage key Circuit processes such as IPIN and tournament entries, as well as building entirely new Transition Tour-specific components like the new ITF Entry Point ranking system.

### **NA Plan**

A key objective of the ITF's strategic plan is to improve communication and collaboration with our National Associations, and one way that we aim to facilitate this is through the introduction of new online services that enable more effective and efficient exchanges of information.

The launch of the new online National Associations Development Plan ("NA Plan") is one example of how this can be achieved. This new service consists primarily of a set of secure online forms which gather key information on the state of tennis development in each nation so that this data can then be processed and analysed for the purpose of assisting our Nations Associations in their mission to develop the sport.

Centrally collecting and validating the data makes the entire collection process much easier and more efficient for all involved parties and removes the need for the unwieldy updating, exchange and consolidation of multiple versions of spreadsheet files. In addition, it will allow the ITF to build up an accurate database of information covering key areas of NA activity and performance. This can be used to generate a range of insights and comparisons through the analysis and modelling of the collected data, and these insights can be shared with our nations to help them monitor and understand their own development activities.

The NA Plan is the first service to be delivered via a new version of the National Associations Portal which has been redeveloped to provide a more modern platform on which we intend to build out a range of other new services and channels for direct engagement and provision of information to our National Associations.

### **ATP & WTA TOURS**

### **ATP**

Under Chris Kermode's leadership, the ATP has continued to work in cooperation with the ITF on key strategic priorities including professional tennis structure, anti-doping, anti-corruption, rules of tennis and officiating.

The new Davis Cup Understanding agreed between the ATP and ITF through to 2018 continues to ensure protected weeks for the competition and discussions remain ongoing regarding approaches to the calendar from 2019 onwards. These discussions also include ATP plans for the relaunch of their World Team Cup event which was last held in Dusseldorf in 2012.

The ATP continues to have one full member on the ITF Men's Circuit Committee, Rules of Tennis Committee and Anti-Doping Working Group. The ATP has been offered the opportunity to attend the Davis Cup Committee and has Ex-officio members on the Sport Science and Medicine Commission and Technical Commission.

### **WTA**

The change of leadership to both the ITF and WTA in 2015 has continued to allow for a spirit of cooperation and a new approach to building trust and respect. Steve Simon and Dave Haggerty have regular meetings and phone calls on important matters to improve alignment. This has been seen most clearly in relation to the tennis calendar with the WTA currently discussing a restructuring for 2019 onwards.

As a founding member of the WTA the ITF is a voting member on the WTA Board. The WTA has one full member on the ITF Women's Circuit Committee, Rules of Tennis Committee and Anti-Doping Working Group. The WTA has an observer on the Fed Cup Committee and Ex-officio members on the Sport Science and Medicine Commission and Technical Commission.

As well as working closely on matters affecting professional tennis and the calendar, agreement has also been reached on scheduling for 2017 and 2018 with The WTA Tour Calendar respecting the usual Fed Cup dates. This agreement gives protection to Fed Cups with the exception of Fed Cup Week II when a \$250,000 WTA event is scheduled.

# GRAND SLAM® BOARD

# **Departmental Report**

The Grand Slam Board was formed as a key strategic alliance and consists of the four Grand Slam Chairmen and the ITF President with the mandate for the Board, as it related to the ITF, as follows:

Tournament matters (ITF as observer)
Service Provider (ITF as counterpart)
Strategic Matters of Professional Tennis (ITF as a full member)

ITF hosts the office of the Grand Slam Board in Roehampton and the Grand Slams and ITF are full members of the Tennis Anti-Doping Programme ("TADP") and Tennis Integrity Unit ("TIU").

The Grand Slam tournaments continue to make contributions to the Grand Slam Development Fund (GSDF) to support international competitive tennis opportunities in emerging tennis nations. In 2017 their contribution to the fund was US\$2,320,000-. Additionally, as Official Tennis Championships of the ITF, each Grand Slam tournament pays the ITF 1% of their gross prize money.

In addition the Grand Slam tournaments, with the ITF and both Tours, commissioned an independent review into the sport's approach to managing its integrity. The independent review is headed up by Adam Lewis QC and the IRP Interim Report is scheduled to be published in September 2017, with the Final Report due for publication in February 2018.

### **COMMERCIAL**

The ITF's central commercial objective is to generate maximum revenue on behalf of the organisation and members through media rights sales, sponsorship, data rights, and other new or existing sources.

This approach fully aligns with the 2024 vision and aims to deliver in four primary areas:

- i) Retain ITF partners through excellent client service and genuine business value
- ii) Evidence/ prove business value and audience knowledge
- iii) Develop new business, diversify revenue mix
- iv) Stakeholder communication: National Association support and collaboration

Below is a summary chart of full year results vs. key objectives along with an update of material activities since the 2016 AGM across the areas of media rights, sponsorship and additional revenue streams, both existing and to be developed.

Commercial Objective	Result / Update				
Existing Sponsor Renewals					
NEC	Positive renewal discussions for continuation of title sponsorship of Wheelchair Tennis Masters. New Partnership Proposal Meeting held at ITF (22 May), ITF awaiting official feedback/brief for NEC to enable revised proposal and fee discussion				
New Sponsorship Sales					
New Sponsors	16 advanced discussions and 34 active conversations across multiple categories				
Unsold Packages	Unsold DC/ FC Packages: 25% of backwall Net box				
Media Rights Revenues (2017 v 2016	Media Rights Revenues (2017 v 2016 budget)				
Davis Cup Fed Cup	+31% full year budget +38% full year budget				
Media Exposure & Viewership (2016 v. 2017, year to date)					
Davis Cup Viewership Davis Cup Broadcast Hours Davis Cup Net Sponsorship Value	-18% +20% BNPP + 19%; Adecco -12%; Rolex +28%				
Fed Cup Viewership Fed Cup Broadcast Hours Fed Cup Net Sponsorship Value	-21% +218% BNPP +170%; Adecco +21%				
Data Rights					
Sale of Data Rights for period 2017- 2021	Global tender process won by Sportradar for period 2017-2021 with rights fee representing a significant increase from existing deal.				
Additional Revenue Streams					
Licensing & Merchandising  ITF circuits, institutional assets, development	Currently looking to build a robust licensing and merchandising platform in order to generate a new revenue stream for ITF. IPIN has become a platform of interest to many brands wanting to connect with members.  As part of the Sportradar agreement, ITF will be launching 3				
ITF, Davis Cup and Fed Cup Media Platforms	media platforms on the ITF Pro circuit, Davis Cup and Fed Cup websites. This will increase our partnership offering across Davis Cup and Fed Cup, alongside generating advertising revenue via the Pro Circuits platform.				

## MEDIA RIGHTS - REVENUES FLAT, SUCCESSFUL START TO BEIN SPORTS PARTNERSHIP

For 2016 we exceeded the original 2016 budgeted revenue target for media rights sales of US\$5.96m and revenue reached a record US\$6.97m by year end, which represented a 17% increase on budget and a 13% increase on 2015 figures. Gross Davis Cup media rights sales at end of December 2016 stand at US\$4.2m against a full year budget, increased from US\$3. 74m at midyear review to US\$4.15m. Gross Fed Cup media rights sales through October total US\$2.6m, against a full year budget, increased at mid-year review from US\$2.1m to US\$2.6m

The landmark global media rights partnership between the ITF and belN Sports, which is the largest television and digital rights deal in the history of the Davis Cup and Fed Cup is off to a very positive start, with a Joint Strategy Group composed of representations from ITF and belN Sports tasked with jointly managing our media rights, increasing the global exposure, viewership and quality of the ITF's flagship events across both linear and digital channels.

Coverage of 2016 Davis Cup grew across all KPIs (v 2015):

Total Dedicated TV Audience	+16.3%
Live TV Audience	+15.1%
No of Broadcast Markets	+5.5%
Dedicated TV Broadcast Hours	+26.6%
Live Broadcast Hours	+27.2%
Free to Air coverage	+90.8%

Coverage of 2016 Fed Cup grew across all KPIs (v 2015):

+48.9%
+52.3%
+23.4%
+ 6.8%
+22.8%
+160.2%

Per our agreement with belN Sports, Davis Cup Regulations were agreed and amended to provide the ITF (on behalf of belN Sports) an option to host broadcast and exercise the media rights of Davis Cup zonal ties. This amendment includes all appropriate protections and benefits to our member nations. This option has been exercised in Austria, Brazil, Colombia, Chile, Netherlands, Poland, Romania, Slovak Republic and Thailand.

### SPONSORSHIP SALES

The commercial team is in contract negotiations with a variety of companies on a tie-tie basis and looking to graduate partners to become Global Partners across the ITF. This approach has realised success with many companies recently including Patagonia Tourism, La-Liga and Argentina Tourism.

A vast number of partnership proposals have been tailored and presented, resulting in 16 advanced sponsorship discussions and 34 active leads in categories that include: apparel, airline, tourism, logistics, automobile, beverage, consumer products, accommodation/hotel, fashion, electronics, technology and equipment.

Available packages include: 25% back wall positions for Davis Cup, 25% back wall position for Fed Cup and the net box for each of Davis Cup and Fed Cup.

# **ADDITIONAL & NEW REVENUE STREAMS - DATA RIGHTS**

Development of existing and new revenue streams beyond media rights and sponsorship is a strategic priority within our commercial strategy.

As part of the Sportradar agreement, ITF will be launching 3 media platforms on the ITF Pro circuit, Davis Cup and Fed Cup websites. This will increase our partnership offering across Davis Cup and Fed Cup, alongside generating advertising revenue via the Pro Circuits platform. This platform is due to launch in the coming months

IPIN has the potential to generate revenue for ITF. Having 68,000 active players and engaged tennis consumers has allowed ITF to enter into a number of positive conversations, with IPIN at the centre of the discussions.

Additionally, we are actively exploring ways to generate revenue through a licensing/merchandising program, through the sale of ITF properties and assets beyond the Davis Cup and Fed Cup, and via enhance digital-social and content programs.

### DAVIS CUP AND FED CUP BY BNP PARIBAS COMPETITIONS

In 2017 Davis Cup by BNP Paribas remains the largest annual international team competition in sport with 133 nations entered this year, whilst Fed Cup by BNP Paribas continues to be the largest annual female international team competition in sport - 107 nations entered in 2017, five more than last year.

Looking ahead, in line with the objectives of ITF 2024 a number of format reforms and new initiatives are planned for 2018 onwards.

In Davis Cup World Group and Groups I and II these include player friendly initiatives such as a change to best-of-3 sets for all singles matches, a revised policy to help reduce the number of dead rubbers and combining the official dinner and draw into one event. Other changes to help reduce costs for nations are; reduced requirements in terms of number of practice courts and the number of days the match court needs to be available ahead of a tie.

In Fed Cup the changes include proposed format changes that would allow for a move to a 16-team World Group, the option for a 1<sup>st</sup> round tie for the previous year's finalists and also reduced costs for nations hosting.

And in Davis Cup groups III and IV and Fed Cup groups I, II and III there is a focus on ensuring optimal group sizes of eight teams where possible, which reduces costs and gives many more nations the opportunity to host such events.

Attendance at ties is a key business KPI and figures for 2017 are encouraging. The average percentage of seats filled at Davis Cup World Group 1<sup>st</sup> Round ties increased in 2017 to 87% from 80% in 2016, and from 75% to 85% for the 2<sup>nd</sup> Round. A new record will be set during the semi-finals where 'Palais 12' in Brussels, with 8,000 seats, together with 'Stade Pierre Mauroy' in Lille, will reach a total combined capacity of more than 35,000 for the semi-finals alone.

In Fed Cup the average percentage of seats filled at World Group and World Group II ties has been consistent at 80% or higher over the last two years.

Player participation is another crucial KPI and remains a challenge. So far this year 60% of the Top 10 (at the time of writing), have already represented their country in Fed Cup. Davis Cup Week I figures dropped from last year, however, Week II numbers were the highest they have been for four years.

The 2016 Fed Cup Final in Strasbourg, saw the launch of the Fed Cup Commitment Award. Similar to Davis Cup, the award is presented by the ITF to players who have shown long-standing dedication to representing their country in this prestigious competition. Each award recipient has competed in a minimum of 20 World Group ties or 40 ties at any level of the competition over their career. 103 players have reached these numbers and so far 27 have been presented with an award, including four during the 2016 Final.

Meanwhile, the Heart Award remains a popular initiative with players and public. A total of six Heart Awards have now been presented in 2017: Aliaksandra Sasnovich (BLR) and Julia Goerges (GER) follow in the footsteps of Aryna Sabalenka (BLR), Bianca Andreescu (CAN), Galina Voskoboeva (KAZ) and Heather Watson (GBR) who were honoured earlier this year.

In 2017 the ITF introduced medal ceremonies on court for all promoted nations in zone groups II, III and IV and, as a way to assist host nations, the Davis Cup Committee decided that the ITF will nominate both chair umpires for Group I Ties covering 100% of the travel costs and 50% of the fee for the 2nd chair umpire.

The Show Your Colours campaign continues to grow across both competitions, with host nations using it across all tie promotional elements and not just on the core marketing inventory.

1 January 2017 saw the start of title sponsor BNP Paribas' new contract. With a number of new rights aimed at increasing its visibility on court as well as more focus on digital platforms, changes have included branded nets for all World Group ties and "Money Cannot Buy" experiences. Those experiences comprise of exclusive activities for BNP Paribas clients at selected ties including, access to Official Functions, Coin Toss and Backstage Tours, which have been successfully delivered at all rounds of competitions. The 'We Are Tennis Fan Academy' continues to help contribute to the loud and colourful spirit of both competitions, with France and Belgium as main hubs, but also with a strong presence in Germany, Switzerland, Great Britain and Italy. Feedback from BNP Paribas on the changes implemented so far has been very positive.

Rolex continues its long term support to tennis and values the traditions and heritage of Davis Cup. The ITF have presented a tailored proposal to deliver a premium setting of hospitality for Rolex local markets, in line with their strategic objectives. This initiative has been positively received and it will be rolled out at September ties.

Adecco remains committed to both competitions along with belN Sports, official media rights partner who continues to work closely with ITF and their existing broadcasters, bringing Davis and Fed Cup to fans around the globe.

The ITF is working alongside all National Associations to keep improving and evolving all aspects of Davis and Fed Cup events, ensuring they continue to attract players, fans and media alike.

We are grateful to all those National Associations who have hosted in 2017 so far and would particularly like to acknowledge and thank those who undertook to host the 2017 Davis and Fed Cup round robin events namely; Bahrain, Bulgaria, Egypt, Estonia, Kazakhstan, Lithuania, Mexico, Moldova, Panama, Sri Lanka, Tajikistan and Uruguay.

# OLYMPIC, PARALYMPIC, AND YOUTH OLYMPIC GAMES TENNIS EVENTS

**General Note:** The ITF has restructured its approach to multi-sport Games and has aligned management of these under one area, formally the Olympic department.

### **TOKYO 2020 OLYMPIC AND PARALYMPIC GAMES**

# Site Visits and Meeting at Sport Accord

The ITF conducted its third site visit to Tokyo at the beginning of February 2017, combined with the Japan v France Davis Cup tie, and had further meetings with the Tokyo 2020 team at Sport Accord in April.

### Venue

The tennis and wheelchair tennis events for the Tokyo 2020 Games will be held at the Ariake Tennis Centre. This is an existing facility that currently hosts both WTA and ATP tour events alongside Davis Cup ties.

The venue will be a ten minute drive from the Olympic Village and is a short walk from the Main Media Centre.

Twelve match and eight practice courts will be available and the surface will be hard court. Centre court will have a capacity of 10,000 seats while show court one will have 5,000 seats (3,000 permanent and 2,000 temporary) and court 2 will have 3,000 temporary seats. Court 2 will not be retained in legacy. The remaining match courts will have a minimum of 250 seats per court.

# **Player Facilities**

The Ariake Centre Court was opened in 1987 and has limited athlete (and office) space. The impact of this is compounded by the engineering restrictions on a facility built at that time which means major renovation is not possible. As such existing locker rooms and other areas are not large enough to accommodate the number of players in attendance at an Olympic Games. The ITF is working closely with Tokyo 2020 and the Tokyo Metropolitan Government (TMG) to ensure all required additional facilities are incorporated into plans using overlay or permanent new structures.

### Wheelchair Access

Significant upgrades are required for both players and spectators alike and this issue has been raised with all relevant parties (including the International Olympic and Paralympic Committees).

## **Centre Court Roof**

This currently has three positions – 100% open, 40% open, or closed. An upgrade will allow one further position at 60% open.

### **Competition Manager**

Jun Nakagawa from the Japan Tennis Association (JTA) has been formally appointed Competition Manager for the tennis event.

### 2024 OLYMPIC AND PARALYMPIC BID CITIES

Both Paris and Los Angeles 2024 bid teams presented to the Association of Summer Olympic International Federations (ASOIF) at Sport Accord and the ITF will attend a further presentation in Lausanne in July, prior to the host city selection in Lima in September.

There is a growing expectation that the IOC will approve the awarding of two consecutive Olympics to the current bid cities. This will be further discussed at the IOC Executive Board meeting in July ahead of the vote in September.

### **BUENOS AIRES 2018 YOUTH OLYMPIC GAMES**

The ITF conducted a second site visit to Buenos Aires in February 2017.

### Venue

The event will be played at the Buenos Aires Lawn Tennis Club – a private members club in the Palermo district which is host to the Argentine Open (ATP 250).

### **Dates**

The dates of the Games have been changed from 1-12 October 2018 to 6-18 October 2018. This change was requested by the Organising Committee to allow the schedule to cover an extra weekend. The ITF strongly opposed this late change due to the impact on the Juniors' calendar but, with no other sports raising objections, the new dates were formally approved by the IOC in April 2017.

The IOC Executive Board has approved the YOG Tripartite Working Group's recommendations, and the next Summer YOG will now move to 2023 to take place in non-Olympic four year cycles.

### **ITF PRO CIRCUIT**

The calendar for the first half of the year shows a notable increase in overall prize money compared with 2016. Men's Circuit prize money is increased by 22.5% to \$4,850,000 and Women's Circuit prize money is up 14% to \$6,065,000. There has been a not unexpected reduction in the number of Level I tournament numbers following the uplift from \$10,000 to \$15,000, but pleasingly interest in staging higher category tournaments is apparent. At the time of writing tournament numbers stand at 283 on the Men's Circuit and 239 on the Women's Circuit, compared with 295 and 266 respectively in the same period in 2016.

The overall pattern of a small reduction in tournament numbers but an increase in prize money is repeated in most regions, with a few exceptions. Asia has seen an increase in tournament numbers on both Circuits, notably a 50% increase on the Men's Circuit with a corresponding 66% increase in prize money. South America and Central America/ Caribbean have struggled to maintain their tournament numbers thus far in 2017, although a number of nations have been awarded Grand Slam Development Fund grants to host tournaments later in the year.

GSDF grants are provided to and assist nations to host Pro Circuit tournaments with over \$200,000 made available for this purpose across all regions. Sri Lanka will make a welcome return to the Circuit in 2017 following an absence of over a decade as a direct result of funding assistance.

Planning for the launch of a transition tour ("TT") and a remodelled professional tour at the start of 2019 is ongoing. The reforms are expected to deliver a pre-professional tournament structure which is sustainable and successful and supports entry of emerging talent into professional tennis.

Work on the majority of the TT technical aspects (calendar modelling, software programming etc.) is being undertaken in close cooperation with the ATP and WTA and must be completed by the end of the third quarter of 2018 in order to enable players to plan their 2019 schedule and submit timely entries into tournaments.

The communication phase, notifying nations, players and others will be an ongoing process, one which will continue throughout the first year of the new look ITF pre-professional and professional calendars. During this year's Annual Meeting we will take the time to look in more depth at the TT initiative and how this will complement (be aligned with) the Junior Circuit and the revised professional tour.

# **Live Scoring**

On 1<sup>st</sup> January 2017 a new 5-year Agreement between the ITF and Sportradar AG (ITF's Official Data Partner) came into effect. The Agreement represents a continuation of cooperation between the ITF and Sportradar AG, following four successful years of partnership.

During the first five months of 2017, all 399 ITF Pro Circuit tournaments benefitted from the live scoring service, combining to cover more than 21,700 matches. In addition, 752 (100%) Davis Cup and Fed Cup matches have been covered in 2017 including 608 matches at non-World Group level.

Education and training of officials in the use of live scoring devices remains an important part of the project, with accurate and timely match scoring a fundamental requirement of the service. Scoring errors are undesirable for the ITF's Official Data partner and over the first five months of 2017, 99.2% of matches met the Service Level Agreement agreed with our partner.

Since its launch in November 2015, the ITF Pro Circuit Web Scoreboard has received over 30 million page views from almost 2.5 million unique users. At the same time a dedicated ITF Pro Circuit mobile app was launched for both iOS and Android devices and since the app was made available it has been downloaded almost 22,000 times across all platforms. In the period January – May 2017 (five months) almost 700,000 unique users have used the web scoreboard and 8.5 million pages have been viewed.

Under the terms of the new agreement a new Media Platform is being developed by Sportradar for launch in July 2017, which will see Davis Cup, Fed Cup and Pro Circuit live scoring and additional digital (including some streaming and video) content provided via dedicated pages on the respective ITF websites and redeveloped mobile applications.

### **JUNIORS**

The calendar for the 2017 Junior Circuit, which is largely complete, comprises a total of 517 tournaments, an increase of 69 tournaments.

The increase is in part due to the suspension of the limitation policy, linked to voting rights, which has been well received and enabled those nations with existing activity to expand further, subject to careful monitoring on the part of the Committee. Looking longer-term, a detailed analysis of the competitive structure within each region (by nation) has been undertaken to enable the Committee to understand the existing tournament/player landscape (i.e. supply and demand) and provide guidance to regions and nations on an appropriate international 18U Junior Circuit tournament structure.

The Circuit welcomed three first time host nations in 2017, Tajikistan, Nepal and Ivory Coast. It was also very pleasing that three other nations, Lesotho, Macau and Mozambique, restarted international junior activity following lengthy absences.

Preparations for the ITF major junior competitions are well under way. The third edition of the ITF Junior Masters for the eight top ranked boys and girls according to the ITF Junior Ranking published following the US Open Junior Championships ("The Road to Chengdu"), will take place in China from 25 to 29 October 2017. This year's tournament will offer ranking points to participants for the first time and will therefore likely be a factor in determining the 2017 Junior World Champions.

2017 marks the final year of the ITF's initial contract with the Chinese Tennis Association and Chengdu Sports Bureau, but we are delighted to announce that agreement has been reached with those two partners to extend the association for a further three year period, 2018 – 2020. The extension is notable because the event is staged to a very high standard and the future editions will see the field include a male and female player from the host nation (subject to the player(s) concerned holding a top 25 ranking as at the qualifying period).

The ITF World Junior Tennis Finals (14U) will take place for the 19<sup>th</sup> consecutive year in Prostejov, Czech Republic from 7 – 12 August. This marks a wonderful effort on the part of the Czech Republic which will act as host for the 20<sup>th</sup> and final occasion in 2018. The Junior Davis Cup & Junior Fed Cup by BNP Paribas Finals (16U) will take place once again in Budapest, Hungary, from 19 – 24 September at the National Tennis Centre, with the inaugural staging in 2016 recognised as being an outstanding success. Regional qualifying competitions for both competitions are ongoing, with the majority of nations now known and just the European qualifying still to take place (due to be completed in early August).

The boys' and girls' Junior Exempt Project ("JEP") continues to give opportunities to the year-end top ranked junior boys and girls to participate in Pro Circuit tournaments. In 2017 the project was expanded from the top ten to the top twenty players and pleasingly some of the best results in 2017 have been posted by players in the 11 – 20 ranking bracket. Austrian Jurij Rodiovov (ranked 14) reached the semi-finals of a Men's Circuit \$15,000 tournament in Croatia, while Hungary's Panna Udvardy (ranked 16) reached the final of a \$15,000 Women's Circuit tournament in Great Britain. USA's Claire Liu and Russia's Anastasia Potapova, collected the titles at \$25,000 tournaments, and USA had further success when Amanda Anisimova reached the final of a \$60,000 tournament in Alabama.

Mention must be made of 2016 Junior Masters winner Anna Blinkova (Russia) and fellow participant Kayla Day (USA) for building on their success in that competition and through their eligibility for JEP opportunities to gain rankings inside the top 150 WTA ranking. A notable similar success was achieved by the 2016 Junior Masters runner-up, Casper Ruud (Norway) who competed in two \$25,000 tournaments as a JEP player, and who is ranked just outside the top 100 ATP rankings.

### **SENIORS**

The ITF Seniors Circuit continues to grow, with a total of 429 tournaments currently on the 2017 calendar, up from 402 in 2016. The playing community is also thriving, with 17,838 IPIN members already registered, 3,428 of whom are first-time competitors on the Circuit.

The ongoing review of the Circuit identified the benefits of forging close links with the playing community. Player Advisory Panels have been introduced across the Young Seniors, Seniors and Super-Seniors categories, with the inaugural Panel meeting for Young Seniors age category players taking place during the World Team Championships in Cape Town in March. The Panel considered and provided positive feedback on the revised Mission Statement proposed by the Committee, namely to make Seniors Tennis the leading sport in terms of player participation. The Panel was also very supportive of the key priorities identified by the Committee to restructure the calendar by region (ensuring a consistent level of services and conditions at elite level tournaments), to increase player and tournament numbers at all levels (with particular focus on entry level), to overhaul the ranking formula and revising the IPIN system to provide for centralised payment of tournament entry fees, fairer IPIN fee charges and to encourage player to compete more regularly.

The 2017 ITF Young Seniors World Team & Individual Championships took place in Cape Town, South Africa from 19<sup>th</sup> March – 1<sup>st</sup> April marking the first time that an African nation had hosted an ITF Seniors World Championship event since 2006. A total of 85 teams from 25 nations participated in the Team Championships, with Mozambique making its debut and Israel returning to the competition after a 15 year absence. A total of 246 competitors comprising 40 nationalities participated in the Individual Championships.

The 2017 ITF Seniors World Team & Individual Championships will be held in Miami, USA from 29<sup>th</sup> October – 11<sup>th</sup> November. The Championships will be played on both clay and hard courts across multiple venues in the city, including Crandon Park Tennis Center.

The USTA's new National Tennis Center in Lake Nona will host the 2017 ITF Super-Seniors World Team & Individual Championships from 8<sup>th</sup> October – 21<sup>st</sup> October and will include the inaugural Men's 85 Team Cup on a trial basis. Nations have been invited to submit naming suggestions in the event that the Cup is subsequently confirmed as a permanent addition to the Super-Seniors Team Championships.

In consideration of feedback that the cost of staging the World Team and Individual Championship events is the principal deterrent for potential hosts, the staging requirements have been revised to ensure the events are more financially viable for organisers. A major feature, which will be emphasised going forward, is the attractiveness of the events to cities and hotels from a tourism perspective due to the large volume of players and accompanying persons.

#### **BEACH TENNIS**

The first six months of 2017 shows an increase of 32 tournaments (25%) and \$87,000 prize money (63%) compared to the same period in 2016 giving a total of 161 tournaments and \$225,500 prize money. To date, the Tour calendar includes 231 events with one third (76 events) offering prize money. Twenty tournaments at \$10,000 level and above are already confirmed, equalling the 2016 total, with several additions expected in the latter months of the year.

European nations continue to lead the way hosting nine high prize money events, with Germany and Italy each staging inaugural \$15,000+H tournaments in Saarlouis and Terracina respectively, while Russia will host a \$50,000 event in Kazan in the lead up to the World Team Championship. Gran Canaria and Reunion Island each held a \$15,000+H event thereby providing elite playing opportunities in the African region.

It is positive to note an increase in tournaments and prize money in the Americas, with Brazil planning to host two new \$10,000 events, Ecuador staging its first \$15,000+H event and confirmation from Aruba that it will once again host a \$35,000+H event.

The drive to encourage nations to upgrade previous non-prize money tournaments is delivering success. The first six months of the year shows an 84% increase (35 events) in the number of minimum prize money (\$2,500) events, which is largely attributable to non-prize money tournament uplifting.

The World Team Championship will return Russia's National Tennis Centre in Moscow from 11-16 July and marks the start of a new two-year agreement. Entries have been received from 33 nations and this year sees the introduction of a fixed Main Draw ('Finals') comprised of 24 teams (twenty direct acceptances, with each region guaranteed a spot to ensure global representation, plus four qualifying spots). The qualifying competition will be held onsite immediately prior to the Finals and includes debutants Ecuador, Netherlands and Slovakia. The junior team competition for 14&U players, now in its third edition, has received a record twelve entries.

The individual Beach Tennis World Championship will return to Cervia, Italy in the week commencing 31<sup>st</sup> July. As part of a move towards a more elite event, the main draw size has been reduced to 24 and prize money will be paid for the first time, with \$25,000 on offer down to the quarter-finalists. Plans are underway to introduce floodlights for evening matches and to increase stadium capacity beyond 2,500 to accommodate the growing number of spectators. A mixed competition and junior events for 14&U, 16&U and 18&U players will also be offered.

The European Beach Tennis Championships will return to Sozopol, Bulgaria between the 8<sup>th</sup> and 10<sup>th</sup> September and will include the second edition of its 18&U junior competition. The Pan American Championships will be held later in the year with the host to be confirmed in due course.

The ITF continues to promote beach tennis development at grassroots level giving particular focus on the junior game. Tournaments are encouraged to offer junior competitions alongside the ITF Tour events with thirty-four applying to do so.

The ITF social media accounts continue to provide a vital platform to promote the sport. Live streaming and scoring are increasingly available at Tour events and both services are planned for this year's World Championships.

ANOC has informed of its intention to stage the inaugural World Beach Games ("WBG") in San Diego in 2018 with beach tennis likely to be included. The WBG is a multi-sports event featuring beach and water sports and is expected to significantly elevate the status of beach tennis.

The speed and domination of the serve in the men's game are on the Beach Tennis Commission's radar, with playing community acknowledging that longer rallies will boost the attractiveness of the sport.

### WHEELCHAIR

### **UNIQLO Wheelchair Tennis Tour**

There are 156 tournaments on the 2017 UNIQLO Wheelchair Tennis Tour calendar, staged in 40 different countries.

From a regional perspective, the 2017 calendar has seen a 13% increase in tournaments in Asia/Oceania compared with 2016 and an 8% increase in tournaments held in Europe. Seven (7) fewer tournaments have been held in the Americas this year (33 compared to 40 in 2016) and two (2) fewer tournaments in the African region (six [6] instead of the eight [8] held in 2016).

With the exception of Junior events and the World Team Cup, prize money is available at all tournaments with the total offered across the Tour in the region of US\$ 2.4million.

In consecutive weeks in November, the season ending UNIQLO Doubles Masters will be held in Bemmel, Netherlands and hosted by KNLTB, while the NEC Singles Masters will be held in Great Britain for the 4<sup>th</sup> consecutive year, hosted by Great Britain's Tennis Foundation. Both events will be contested by the year's top ranked Men's, Women's and Quad players in order to be crowned UNIQLO Doubles Masters and NEC Singles Masters Champions.

# **BNP Paribas World Team Cup**

Through February and March the regional qualifying events for the 2017 competition, incorporating Men's and Women's events, were held in Kenya, Sri Lanka, Ecuador and Portugal, each hosted by the respective National Association. A total of 31 nations participated with the winners of each event qualifying to participate in the World Group event.

The BNP Paribas World Team Cup (World Group) was held from 1-7 May in Alghero (Sardinia), Italy and was kindly hosted by the Italian Tennis Federation (FIT). 136 players participated, representing 24 Nations and the event was won by Great Britain (Quads), China (Women) and France (Men). Local support for the event was excellent with several thousand people attending the opening ceremony in the town centre and Centre Court achieving near-capacity attendance of a thousand spectators for the finals. The semi-finals and finals benefited from live streaming via Youtube and live TV coverage broadcast in Italy.

The 2018 World Group event will be held in the Netherlands.

# **Development**

The Cruyff Foundation Junior Masters took place in January alongside the "Les Petits As" junior tennis tournament in Tarbes, France. Cruyff Foundation International junior camps are scheduled for the Americas (USA), Africa (South Africa) and Europe (Switzerland) between July and September.

The project funded by the Agitos Foundation (IPC) focusing on coach education in Africa has been completed with over forty coaches from nine different countries being involved. The Cruyff Foundation remain a key partner for the Wheelchair Tennis Development Fund, which has projects in Ghana, Venezuela and El Salvador and Guatemala running in 2017 and other projects in the planning stages.

### Athlete Classification

A Wheelchair Tennis Classification Taskforce, established by the ITF Wheelchair Tennis Committee, met for the first time in April tasked with undertaking a full review of the wheelchair tennis classification system, which underpins the game by determining the eligibility of players to compete based on certain impairment types and eligibility criteria. The aim of the group is to identify what

changes or enhancements should be made to the classification system for the continued growth and development and in the best interests of the game and also to understand the impact on wheelchair tennis of achieving compliance with the IPC Classification Code, which lays down standardised processes and methodologies for IPC member international sports federations. The group will report its findings and make recommendations to the Committee by November of the specific changes it believes should be made, the requirements of doing so and over what timeframe.

The taskforce is comprised of seven members who offer expertise, experience and knowledge in wheelchair tennis competition (players), para and able-bodied sport governance, practical application of wheelchair tennis classification regulations, medical, clinical and research experience in para sports and biomechanical research. However the group will consult beyond its own expertise in the para sport and research communities in order to learn and understand best practices for classification systems and how they may be applied to wheelchair tennis.

A Classification event was held in the Netherlands in April ahead of the BNP Paribas World Team Cup, while additional classification events have been organised in Austria (August) and Japan (September). Additional events are being planned for dates later in the year.

## Strategy

The ITF Wheelchair Committee held their first meeting of 2017 on Monday 27<sup>th</sup> February. The next Committee Meeting is scheduled to be held at the ITF Offices in London on Friday 3<sup>rd</sup> November.

To assist with and inform the development of a long term strategic plan (2024 roadmap) for wheelchair tennis, the ITF Wheelchair Tennis Committee also created a Wheelchair Tennis Strategy Taskforce whose role it is to review and advise across all areas of the game including calendar structure, rules & regulations, development and grassroots programmes and put forward recommendations on an ongoing basis for consideration by the Committee.

The working group is comprised of 11 members and offers a broad range of knowledge and experience within the game with player, tournament, National Association and ITF representation all included. The group's first meeting is scheduled for 30<sup>th</sup> June.

# **HOPMAN CUP**

The  $29^{th}$  edition of Hopman Cup ran from 1-7 January and featured teams from France, Germany, Switzerland, Great Britain, Czech Republic, USA, Australia and Spain. The winning team from France defeated USA to win its second title. This was the fifth year the tournament was held at the Perth Arena.

The 2016 Hopman Cup enjoyed another strong field of players including multiple grand slam title winner Roger Federer, who made his first appearance since 2002 alongside Belinda Bencic. The thrilling final between France (Richard Gasquet and Kristina Mladenovic) and USA (Jack Sock and Coco Vandeweghe) saw the French team secure their second title in three years.

The total attendance for the event was the highest ever at 103,167 with an additional 6,000 attending a Roger Federer practice session. The match between Germany and Switzerland enjoyed an attendance of 13,785, a tournament record.

The tournament was broadcast live and free across Australia by the Seven Network for the fourth consecutive year. For the first time, Seven's primary channel broadcast live across the country all six night sessions and the final. The rest of the tournament was broadcast across 7TWO and 7mate. Highlights included: Roger Federer v Alexander Zverev match on Wednesday 4 January night which saw audiences peak at over 550,000 viewers on Channel Seven, with the average TV audience for the tournament up over 40% from 2016. For the first time the Fast4 scoring concept was used for the third mixed doubles rubber.

In 2014 Tennis Australia took over full time management of the event under the terms of a new three year Licence Agreement with the ITF. The tournament was once again part of the Australian Open Series, making it once again a key part of the road to the Australian Open.

The Hopman Cup continues to be an important strategic professional tennis asset in the ITF portfolio and it is very pleasing that it has built on its successful debut year at Perth Arena with continued success.

### **OFFICIATING**

# **ITF Officiating Schools**

The core strategic focus of the ITF officiating team in 2017 continues to be the development of officials in all regions. With this in mind and working closely with key stakeholders and the ITF Regional Officers, the team hosted a number of schools in key markets.

The total number and split of schools planned for 2017 by region are:

# Schools held and planned for 2017

	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
EUROPE		2	1	3
AFRICA	1	1		2
ASIA/OCEANIA		1		1
NORTH AMERICA		1		1
CENTRAL/SOUTH AMERICA	1	1	1	3
			TOTAL	10

The number of ITF certified officials is 1465 as of May 2017. The badge distribution per region can be found below, considering some officials hold multiple certifications:

REGION/BADGE	GREEN	WHITE	BRONZE	SILVER	GOLD	TOTAL
EUROPE	0	602	96	144	92	934
ASIA	0	257	28	25	10	320
OCEANIA	0	47	8	11	12	78
AFRICA	28	125	17	15	3	188
NORTH AMERICA (USA+CAN)	0	91	32	26	20	169
CENTRAL AMERICA	10	45	2	3	1	61
SOUTH AMERICA	32	101	20	16	9	178
TOTALS	70	1268	203	240	147	1928

Since the Certification Programme was created in 2012, the total number of Green Badge officials now stands at 70; 60% of these officials are from Central and South American Spanish-speaking countries and the remainder are from French-speaking countries in Africa.

## **Refresher and National School Seminars**

A number of refresher seminars, for Green, White and Bronze Badges, have been held in cooperation with National Associations and ITF Regional Officiating Officers and taught by the ITF certified officials.

Amongst other countries, Kazakhstan conducted a seminar whilst hosting a Davis Cup by BNP Paribas Zone Group I event in April. The teacher for the school was a Silver Badge Chair Umpire who was one of the two designated Chair Umpires for the Davis Cup tie.

Tajikistan held the first ever National Level school prior to the Fed Cup in July. To ensure officials fully understand the course content, the ITF selected a native speaking tutor, as well as providing materials and guidelines.

Several Refresher seminars have taken place in South and West Africa.

A number of National schools have been held in India, Bolivia, Colombia, Belarus, Hong Kong, Macau and Luxemburg.

To support the continued improvement of current certified officials, more national schools and refresher courses are planned for the remainder of 2017.

## Regional and ITF/GS Development Groups

In cooperation with the Regional Associations and coordinated by ITF Officiating Regional Officers, the ITF is continuing to select members of the Regional Officiating Development Groups.

Mirroring the success of the ITF/GS Development Group, these new groups allow a selected team of officials from Africa, Asia/Oceania, South America and European regions to further develop their skills and take advantage of assignments coordination and advice from more senior officials, resulting in a career pathway for the best young officials from each region.

# ITF Independent Evaluators' Seminar

Six evaluators from Europe took part in the first independent evaluator seminar in May at Roland Garros. The independent evaluator project started in 2015 and was created to provide feedback and evaluations to the Gold Badge Chair Umpire.

The purpose of the seminar was to bring together the group of evaluators who are regularly assigned to work at Grand Slam events to ensure a level of mutual understanding in regards to duties and procedures, as well as to establish a consistency in the content of the evaluations.

# ITF Officiating Portal / ITF Officiating Education

The ITF Officiating Portal was made available to all National Officials at the beginning of 2015 and has allowed the department to manage and operate all school applications online. Since the beginning of 2015 more than 1172 National Officials worldwide have already registered to use the ITF Officiating Portal.

Since 1 January 2017 all certified and non-certified officials working at Pro Circuits events, are obliged to watch and understand the Tennis Integrity Protection Programme and agree to the Code of Conduct, Anti-doping and Anti-corruption regulations.

A new photo gallery has been created featuring schools, seminars and important events from the world of officiating.

The ITF Officiating Education portal continues to grow and includes a wealth of information to educate officials, including the latest rule changes and procedure updates as well as various tests and courses. The portal has become an integral communication tool for officials of all levels.

Officiating videos from events all around the world, plus interviews with top umpires to show their opinions on different rulings and on-court situations also feature on the website, as well as images, articles and presentations.

The annual Open Book Test is completed and processed via the Education Portal, allowing officials to review submitted answers and questions from last year at any time.

### **DEVELOPMENT**

The implementation of the new 2017-2020 Development strategy commenced on 1st January. Several new programmes have been launched as part of the new strategy to support development activities under the four key strategic pillars: Events, Facilities, Coaching and Programmes.

Prior to launching the new strategy, a review of the National Association Eligibility Criteria for projects funded by the ITF and the Grand Slam Development Fund (GSDF) was carried out. The revised criteria, which came into effect at the start of 2017, considers two elements: 'Resources' and 'Representation' of each nation. National Associations are now assessed for eligibility to benefit from the components of the Development Programme on a project-by-project basis.

#### **Events**

To further support the transition of young players from Tennis10s to ITF Junior Team Competitions, a series of 12 & Under Team Competitions are being organised in 2017. Qualifying events take place in the first half of the year in Asia, Africa, Central America and the Caribbean, South America and the Pacific, with the best teams qualifying to play in their respective regional 12 & Under Team Competition finals later in the year.

In January, the ITF Asian 14 & Under Development Championships - Division 2 took place in Bangkok, Thailand. The top seven boys and top seven girls from the Division 2 Championships qualified to play in the ITF Asian 14 & Under Development Championships - Division 1 which was held in New Delhi in February.

The 40th edition of the African Junior Championships (AJC) took place in South Africa in March for players aged 14 and 16 & under. Players from West & Central Africa, Southern Africa and East Africa competed in zonal championships in January to qualify for a place in the African Junior Championships. The 18 & under AJC which is part of the ITF Junior Circuit was held in Tunisia in February.

Similarly in other regions new team and individual events were organised to support the 12 and 14 & under regional competition structure to provide adequate competitive opportunities.

# **Facilities**

In February, the Department launched the ITF National Training Centre Network Programme, which is a pilot project that supports eligible National Associations to develop their existing National Training Centres (NTCs). ITF assistance can include the support of an ITF approved expert, who works with National Associations on core functions such as NTC management; national coach training, and national player development.

In May, the ITF Facility Grant Committee awarded a total of \$170,000 in facility grants to four National Associations as part of the ITF's Facility Grant Programme.

### Coaching

The ITF Online education learning platform is a new project from the ITF Development Department which aims, in line with the ITF Development strategy, to educate a sufficient number and appropriately qualified coaches globally through the opportunity to complete online ITF certification courses and continued professional development (ITF licensing). Various meetings with different expert organisations in the online learning field have been held, many of whom have experience working with national/international sports governing bodies, with there being many different and exciting factors to consider in creating a bespoke and unique ITF online learning programme. Earlier this year, a new staff member was hired to fulfil the role of 'Project Lead' to oversee and deliver this crucial element of the ITF Development strategy.

The 20th ITF Worldwide Coaches Conference by BNP Paribas will take place in Sofia, Bulgaria from 11 to 14 October 2017. The event is being organised by the ITF in conjunction with the Bulgarian Tennis Federation and Tennis Europe. Some of the confirmed keynote speakers include ITF President, David Haggerty, Great Britain's Davis Cup team doubles coach and LTA Head of Performance Coaching, Louis Cayer, and Tennis Australia's Innovation Catalyst, Machar Reid.

A new ITF ebooks app was launched in February. The app, which is available on both Apple and Android mobile devices, offers players, coaches, academics and tennis enthusiasts access to ITF publications at the click of a button. There are currently over 60 titles available, with 32 free to download and the remainder available at a significantly discounted price when compared to the printed versions. The ITF ebooks app includes a comprehensive range of resources from coaching and development manuals to sports science and technical publications with titles available in English, Spanish, French, Russian and Chinese.

Twenty-six new resources, for English and Spanish language users, have been published on Tennis iCoach so far in 2017. New content includes presentations from the 2016 LTA National Coaches' Conference, 2016 Tennis Europe Conference and new tennis specific research articles published in the ITF Coaching & Sport Science Review. The 71st issue of ITF Coaching and Sport Science Review was published in April 2017.

A new ITF Coaching Advanced Players Course - Tour Coaches Pathway has been launched with the main goal of engaging and providing opportunities to professional players and coaches involved in professional tennis to benefit from coach education and obtain an ITF coaching certification. Due to their involvement in international junior team competitions and professional tennis, including Davis Cup and Fed Cup, the principle of recognition of current competencies will be applied to candidates entering the Course through their National Association. These candidates will not need to take the previous standard courses: ITF Play Tennis and the ITF Coaching Beginner and Intermediate Players Course. At the time of writing, four courses have been planned for 2017.

# **Programmes**

In March, the GSDF Committee awarded International Player Grand Slam grants to the following 14 players: Duckhee Lee (KOR), Elias Ymer (SWE), Ilya Ivashka (BLR), Christian Garin (CHI), Lloyd Harris (RSA), Jurabek Karimov (UZB), Jose Statham (NZL), Rebecca Peterson (SWE), Sabina Sharipova (UZB), Viktoriya Tomova (BUL), Beatriz Haddad Maia (BRA), Ons Jabeur (TUN), Renata Zarazua (MEX), Abigail Tere-Apisah (PNG). The International Players Grand Slam Grant Programme, which is administered by the ITF on behalf of the Grand Slam Board, aims to have more nations and players represented in mainstream international competition.

To assist top College players who intend to play professionally after finishing College, the Department launched an International College Team Programme in 2017. Players will be selected based on their ITA Division 1 Collegiate Tennis end of year ranking 2016/2017. The team will take part in a training camp and compete in four ITF Pro Circuit tournaments in the USA during the summer break.

A new National Association Development Plan (2017–2020) has been developed with the ICT Department. National Associations will be able to access the Plan from the end of June via the ITF National Association Portal. The Plan, which will be available in English, French and Spanish has been updated to reflect the new Development strategy and feedback received from National Associations.

A full review of the Junior Tennis Initiative (JTI) has been completed. Initial recommendations include the use of a simplified report form for nations; and a refined set of accountable Key Performance Indicators and associated performance metrics. All existing and newly eligible National Associations have been informed of the changes related to the programme.

The ITF Tennis Play and Stay campaign is now in its tenth year and as part of the new Development strategy, a thorough review of the campaign has been initiated. The review will be conducted by an external Higher Education institution and will be completed before the end of the year.

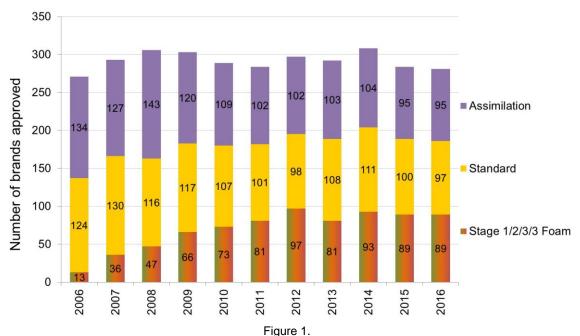
Data analysis is now an important part of the new Development strategy to ensure the effectiveness of development activities. In order for the ITF to better understand the landscape of tennis participation worldwide, all member National Associations have been contacted to provide information on the current state of participation in their respective countries. A report with the key findings from the research will be shared with the ITF Board of Directors later in the year.

Following two trial periods during 2014-2015 and 2016-2017, the Development Department submitted an application to the Rules of Tennis Committee for the permanent inclusion of the use of the Stage 1 (Green) ball during competition. Unanimous feedback was received for the rule to be included within Appendix I "The Ball" in the Rules of Tennis, from a survey conducted with global tennis coaches (sample 23,453 eNewsletter subscribers); Directors of Coach Education in National Associations (54); and the ITF Coaches Commission members (22).

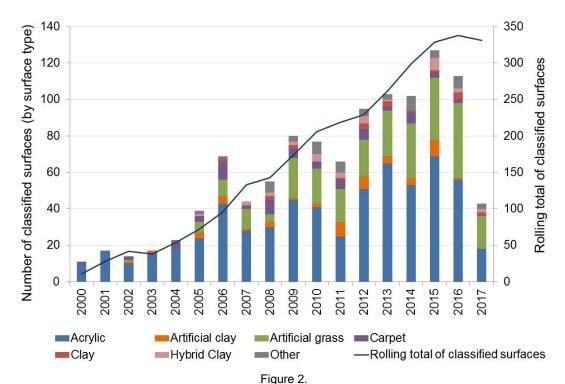
### **SCIENCE & TECHNICAL**

# ITF Approval, Classification and Recognition Programmes

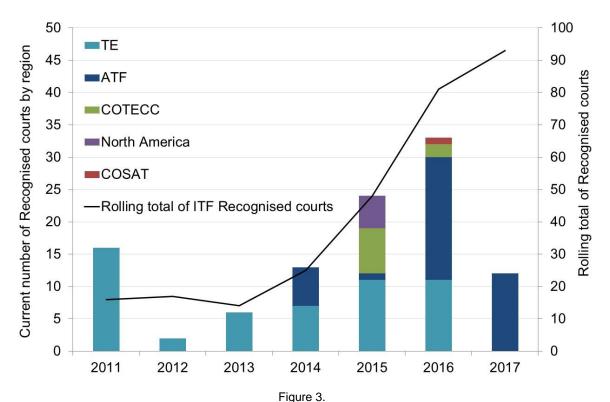
Ball approval testing for 2017 began on 1 June 2016. At the time of writing, a total of 281 brands have been approved for use in play under the Rules of Tennis, which includes 91 Stage 1, 2 and 3 brands. The ITF Court Pace Classification Programme (CPCP) includes 331 court surface products and ITF Recognition stands at 64 Two-Star and 29 One-Star courts worldwide. The historical trends in the three programmes are shown in figures 1, 2 and 3.



Number and type of ball brands that obtained ITF Approval since 2006. Year refers to the test year (i.e. 2016 = balls tested in 2016 for 2017 Approval).



The number of classified surfaces by surface type (columns) and the rolling total of classified surfaces (line) since the beginning of the classification programme. Data for each year recorded at the year-end (except current year).



Number of ITF Recognised courts by location (Regional Association) each year since the start of the programme. Data for each year were recorded at calendar year end, except for 2017 data which was recorded at the time of writing

### **ITF Technical Centre**

At the end of 2016, FOXTENN Top Real Precision System became only the second electronic line-calling system, since Hawk-Eye Officiating in 2006, to meet the criteria set by a committee comprising representatives of the ITF, ATP, WTA and Grand Slam tournaments for use in reviewing decisions made by on-court officials.

There are currently 19 ITF Approved Player Analysis Technology (PAT) products available for players and tournament organisers to use in matches played under the Rules of Tennis.

Court pace and Hawk-Eye testing in the first two rounds of the Fed Cup and Davis Cup has been carried out in Australia, Belarus, Belgium, Canada, Croatia, Czech Republic, Germany, Japan, Romania, Serbia, Switzerland, Ukraine and USA (a total of 19 ties so far). Processing of Hawk-Eye player analysis data is ongoing, the results of which are intended for inclusion in the 2017 State of the Game report (2016 report appended).

The first meeting of the Technical Commission took place in March. Among the topics discussed were the application of line-calling systems at lower levels of the game and use of the CPCP in regulation of court pace at the Fed Cup and Davis Cup.

# **Sport Science & Medicine**

The Sport Science & Medicine Commission (SSMC) continues to pursue its mission to reduce injury risk, maximise healthy participation and facilitate optimal performance. In its first meeting of the year, in May, the SSMC discussed initiating a large-scale injury and illness study with the WTA and ATP aimed at identifying the contributing factors and risks associated with playing tennis in the heat. The classification of wheelchair players and rules for transgender players were also reviewed.

### 2016 State of the Game

In order to fulfil its mission, the Technical Centre strives to quantify the parameters that describe the current nature of tennis at the elite level, and thus constitute 'the state of the game'. The Technical Centre's annual review of the state of the game consists of player analysis, including match statistics, and monitoring the equipment used by players.

# Player analysis

# Physiology

Figure 1 shows that the average height of the top 50 women has increased by 1cm since 2002, compared to an increase of 4 cm for the top 50 men. This increase in the average height of the men was due to the number of players over 200cm tall that are currently active – in 2002 there were none – and a general increase in height across all 50 players (figure 2). Taller players typically have a greater arm span, which results in a higher racket head speed (for a constant swing speed), and hence faster serve. In addition, taller players are able to serve with a steeper trajectory and with a greater margin for error. In 2002, women in the top 50 were 12 cm shorter, on average, than their male counterparts. This difference has now increased to 15 cm. The tallest woman in the current top 50 is 4cm shorter than the *average* height of the top 50 men (189cm).

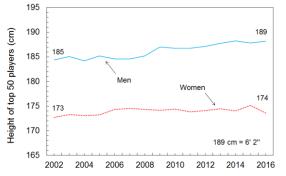


Figure 1. Average height of top 50 men (blue) and women (red).

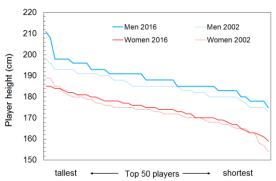


Figure 2. Individual heights of the top 50 men (blue) and women (red) in 2002 and 2016.

Figure 3 shows that since 2002 the average age of the top 50 women has increased by 2 years, while the average age of the top 50 men rose by 3 years. In 2002, few players in the men's or women's top 50 were over 30 years old. Currently, nearly half of the top 50 men are in their thirties (figure 4). This suggests that the careers of the top players are being extended and fewer younger players breaking into the top 50 than did previously.

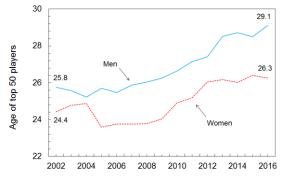


Figure 3. Average age of top 50 men (blue) and women (red).

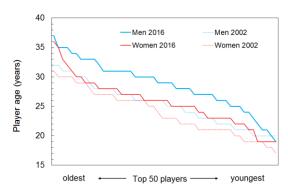


Figure 4. Individual ages of the top 50 men (blue) and women (red) in 2002 and 2016.

# Serve speed and success

In both the men's and women's game, serve speed increased between 2002 and 2005, before reaching a plateau in most of the Grand Slams (figure 5). Since 2012, serve speed at the Australian Open has been increasing (for both men and women). Over the past decade, the top 20 fastest serving men served, on average, at 220 km·h<sup>-1</sup> and the women at 185 km·h<sup>-1</sup>. The only major deviation from these values during this period was in the women's 2010 competition at Roland Garros, which appears to have been an anomaly (at 195 km·h<sup>-1</sup>).

Figure 6 shows that the incidence of aces in the women's game has been reasonably stable since 2002. In the men's game the frequency of aces at Wimbledon has increased, and was roughly double that of Roland Garros for much of the period. Throughout the period, men served aces at twice the rate of women, which can be attributed to the 35 km·h<sup>-1</sup> average difference in serve speed between the genders. Figures 5 and 6 suggest that the increase in stature in the men's game has not greatly impacted the speed of serve, but may have influenced the numbers of aces (as the additional height could have been used to improve the placement of the serve).

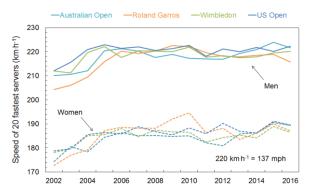
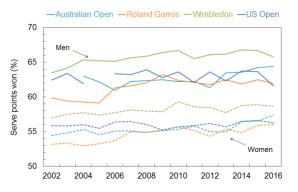


Figure 5. Average serve speed for the fastest 20 servers in Grand Slam singles.

Figure 6. Percentage of aces per serve in Grand Slam singles.

The serve has been most potent at Wimbledon, which is testament to the influence of the speed of the court (figure 7). The recent increase in serve speed at the Australian Open correlates with an increase in ace rate and serve points won. Surprisingly, the 10km·h·¹, or so, increase in serve speed between 2002 and 2005 had little impact on serve points won (or aces). It is also remarkable that although the aces served were less frequent at Roland Garros serve points won were comparable to those at both the Australian Open and US Open between 2006 and 2013.



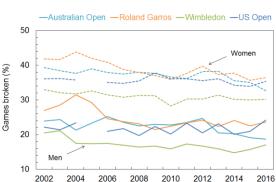


Figure 7. Percentage of points won on serve in Grand Slam singles.

Figure 8. Percentage of games broken in Grand Slam singles.

Figure 8 shows the impact of serve points won on games broken. The serve has been less dominant in the women's game than it has been in the men's. In the past 10 years, the average percentage of games broken in men's matches has been less than 25% at all of the Grand Slams and below 20% at Wimbledon.

# Types of shots

Figures 9 and 10 show the variety of shot types played in Davis Cup and Fed Cup ties that used Hawk-Eye since 2012. Over a quarter of shots were serves. In both the men's and women's competitions forehands constituted roughly a third of all shots and outnumbered backhands. This forehand bias may be artificially large due to the method of shot identification, which is more likely to characterise backhands as 'not logged' (i.e. unidentified) than forehands. The frequency of volleys has been low, particularly in the Fed Cup. The ratio of serves to groundstrokes has been consistent in the Davis Cup over the five-year period. In 2013 and 2016 in the Fed Cup, the proportion of serves was lower, indicating that rallies were longer than in the other years.

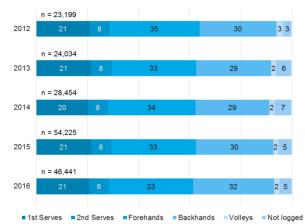


Figure 9. Percentage of shots played by type in selected Davis Cup ties. Total number of shots (n) given for each year.

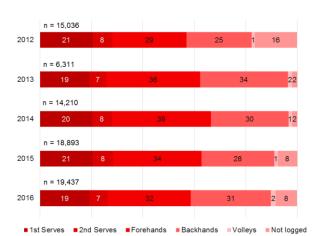


Figure 10. Percentage of shots played by type in selected Fed Cup ties. Total number of shots (n) given for each year.

# **Equipment analysis**

### Rackets

Figure 11 shows the variation in strung mass of the rackets used by the top 50 men and women in 2016<sup>1</sup>. The most common racket mass for both men and women was 322g, although the men's average racket mass was 6g heavier (325g compared to 319g).

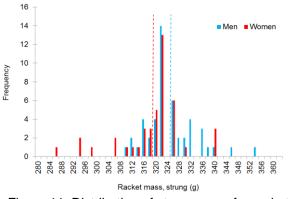


Figure 11. Distribution of strung mass for rackets used by the top 50 men (blue) and women (red) in 2016 (data from Tennis Warehouse University). Dashed vertical lines indicate the mean values for each gender.



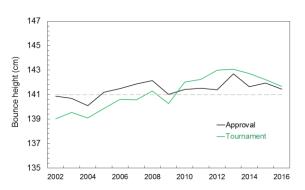
Figure 12. Distribution of strung swingweight for rackets used by the top 50 men (blue) and women (red) in 2016 (data from Tennis Warehouse University). Dashed vertical lines indicate the mean values for each gender.

<sup>&</sup>lt;sup>1</sup> Tennis Warehouse University (2016). *Racquet Comparison Tool*. Available from: <a href="http://twu.tennis-warehouse.com/cgi-bin/racquetspecs2.cgi">http://twu.tennis-warehouse.com/cgi-bin/racquetspecs2.cgi</a> (Accessed 5 December 2016).

There was little difference in the variation in swingweight (distribution of mass within the frame) of rackets used by the top 50 men and women in 2016 (figure 12). The average swingweight for men was 324kg·cm², compared to an average of 322kg·cm² for women. Greater racket mass and swingweight generate faster serve speeds (for a given swing speed).

### Balls

Figure 13 shows a general trend of increasing bounce height for balls obtained from tournaments up to 2013, which would increase serve speed (all other factors being equal). However, in each of the last three years the average bounce height of tournament balls has decreased. The average bounce height of tournament balls is now the same as that for balls submitted for approval (which has typically remained close the midpoint of the specifications since 2002).



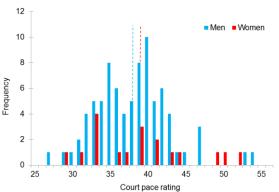


Figure 13. Average bounce height of pressurised balls for tournaments and approval. Dashed horizontal line indicates the midpoint of the specification.

Figure 14. Court Pace Rating (CPR) measured at the Davis Cup (blue) and Fed Cup (red) since 2008. Dashed vertical lines indicate mean values for all tests in each competition.

# Court surfaces

Figure 14 shows the Court Pace Rating (CPR) of courts used in the Davis Cup and Fed Cup since regulation of CPR was introduced at the start of 2008. The average CPR for the Davis Cup (38) and Fed Cup (39) during this period has been close to the midpoint of the limits (37). Three courts (3%) have measured above the limit (50) since the introduction of the regulation.

# **Summary**

The average height of the top 50 has increased since 2002: by 1cm, to 174cm, for women; and by 4cm, to 189cm, for men. These increases in stature have not had a noticeable impact on serve speeds of the top 20 fastest servers at the Grand Slams. The men served, on average, 35 km·h<sup>-1</sup> faster than the women, resulting in double the frequency of aces. The effectiveness of the serve has increased at Roland Garros, and more recently at the Australian Open, but continues to be most potent at Wimbledon. The serve is a key shot in the game and constituted over a quarter of all shots in the Davis Cup and Fed Cup.

The top 50 men tended to use only marginally heavier rackets than their female counterparts in 2016, and was little difference in the swingweight of the rackets between the genders. Therefore, the choice of racket is unlikely to be responsible for the difference in men's and women's serve speed. The average bounce height of balls used in tournaments has decreased over the last three years, to the point where it is close to the midpoint of the specification (and the value for balls submitted for approval). Regulation of court pace at the Davis Cup and Fed Cup has been effective in limiting the speed of the surface and thereby moderating the influence of the serve.

### TENNIS ANTI-DOPING PROGRAMME AND TENNIS ANTI-CORRUPTION PROGRAM

# **Tennis Anti-Doping Programme (the "TADP")**

The total number of samples collected under the TADP in 2016 is shown in figure 1. The 2017 TADP came into effect on 1 January 2017. The Anti-Doping Working Group and Independent Review Board met in April to review the implementation of the 2017 TADP. At the time of writing, over 1,000 samples have been collected from around 30 events.

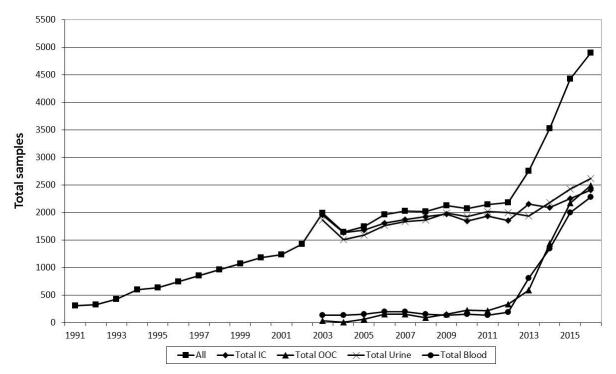


Figure 1. Samples collected under the Programme (1991-2016).

A total of 53 applications for Therapeutic Use Exemption (TUE) have been made under the TADP to date in 2017 (8 more than 2016), of which 32 have granted and only 2 denied. A significant number of applications (16) were for substances and methods that did not require a TUE. The average time from receipt of a complete TUE application to a decision by the TUE Committee is under four days. An online TUE administration system is under development that will help to expedite the application and review process, and reduce the number of unnecessary applications that are submitted.

Agreement to significantly enhance the TADP has been reached. The main enhancements, which came into effect from 1 May, are:

- a. An increase in testing (compared to 2016) of around 60%;
- b. An increase of around 30% in the number of players who are (i) members of the Whereabouts Pool for the purposes of facilitating Out-of-Competition testing, and (ii) subject to systematic testing as part of the Athlete Biological Passport programme.
- c. A strengthened sample storage policy, to facilitate reanalysis of samples at such time when (e.g.) more sensitive testing methodologies become available;
- d. A revised Therapeutic Use Exemption administration system that aims to increase its security and speed, and the information available to players.

# **Anti-Doping Rule Violations**

Three decisions under the TADP have been announced in 2017.

7 February. The Court of Arbitration for Sport partially upheld the appeal of Elena Dorofeyeva against a sanction imposed on her by an Independent Tribunal on 9 June 2016. The period of ineligibility that had been imposed on Dr. Dorofeyeva was eliminated; however, her claim for damages was dismissed.

13 April. An Independent Tribunal determined that Arsan Arashov (KAZ) committed an Anti-Doping Rule Violation under Article 2.1 of the TADP (Presence of a Prohibited Substance). The Independent Tribunal disqualified the affected results and imposed a period of ineligibility of two years, commencing on 30 September 2016.

8 June. Yuri Schwanke de Andrade (BRA) committed an Anti-Doping Rule Violation under Article 2.1 of the TADP (Presence of a Prohibited Substance). By consent, a period of ineligibility of three years and nine months, commencing on 13 June 2016, was imposed.

# World Anti-Doping Agency ("WADA")

A major focus of WADA in the medium term will be the compliance of Anti-Doping Organisations (including the TADP) with the WADA Code. The WADA Foundation Board has approved the development of an International Standard for Code Compliance for 2018. It is anticipated that this will expand compliance requirements from a focus on rules to include testing, governance and education, including broader obligations on International Federations in relation to the oversight of compliance by National Associations.

# **Tennis Anti-Corruption Program (the "TACP")**

The Tennis Integrity Board met in both March and June to review the TACP.

By comparison to the same period in 2016, the first quarter of 2017 was characterized by:

- a. A reduction of 38% in betting alerts (the total representing 0.12% of the 24,300 professional matches played during that period);
- b. An increase of 200% in reported social media abuse;
- c. A 375% increase in issues with 'courtsiders'.

# 1) Education

A new Tennis Integrity Protection Programme ("TIPP") has been launched. All covered persons have to complete the TIPP every two years. ITF staff have all recently completed the TIPP.

# 2) Corruption Offenses

The following sanctions have been announced since the last report:

- a. Nick Lindahl (AUS) has been suspended for seven years and fined \$35,000 for contriving or attempting to contrive the outcome of an event, and failing to co-operate with a TIU investigation.
- b. Brandon Walkin (AUS) has been suspended for six months, which suspension is suspended for six months subject to Mr. Walkin committing no further breaches of the TACP.
- c. Isaac Frost (AUS) was found to have failed to cooperate with a TIU investigation. No further sanction was imposed beyond the eleven months' provisional suspension served between October 2013 and September 2014.
- Alexandru-Daniel Carpen (ROM) has been suspended for life for making a corrupt approach to another player.
- e. Mihaita Damian (ROM) has been suspended for twelve months and fined €5,000 for betting

- on tennis.
- f. Calum Puttergill (AUS) has been suspended for six months and fined \$10,000 for betting on tennis.
- g. Oliver Anderson (AUS) has been provisionally suspended, having been charged by law enforcement with match-fixing.
- h. Daniel Garza (MEX) appealed to the Court of Arbitration for Sport ("CAS") against the suspension of six months and fine of \$5,000 imposed on him by an independent Anti-Corruption Hearing Officer. The CAS upheld the Mr. Garza's appeal, and so the suspension and fine were set aside.
- Konstantin Mikos (GRE) was banned for life for offering payment to another player in return for losing a match.
- j. Junn Mitsuhashi (JPN) was banned for life and fined \$50,000 for making corrupt approaches to other players, betting on tennis matches and failing to co-operate with a TIU investigation.
- k. Nikita Kryvonos (USA) was banned for 10 years and fined \$20,000 for contriving the outcome of a match and failing to co-operate with a TIU investigation.

# **Independent Review Panel ("IRP")**

The IRP Interim Report is scheduled to be published in September 2017, with the Final Report due for publication in February 2018. It is anticipated that the TADP will be merged with the TACP into a single independent integrity organisation. This being the case, 2018 will be a year of implementation towards that objective, with the aim that the new organisation will be operational by January 2019.

### **INTEGRITY**

### **Rules of Tennis**

The Rules of Tennis Committee met during Roland Garros. In a follow-up to its conference call in March, the Rules of Tennis Committee granted temporary variations to Rule 29 (Continuous Play) and Rule 30 (Coaching), and made permanent under Appendix 1 the use of the Stage 1 (Green) ball in all professional play.

The Rules of Tennis Committee has committed to taking a more proactive and inclusive approach to its responsibilities. This includes reviewing the use of technology in tennis, engaging National Associations and developing materials that will help make the Rules of Tennis more accessible.

### **ITF Constitution**

The Constitutional Committee met in May. In a follow-up to its conference call March, the Constitutional Committee reviewed a range of governance-related matters, including amendments to the Constitution. The Constitutional Committee has resolved to clarify the development criteria (Appendix C) which are used in determining changes in share allocation.

# **Dispute Resolution**

The ITF recruited a new In-House Counsel (Regulation and Compliance) in January 2017. This new role supports the revised dispute resolution process approved by the AGM in 2016, which commenced in 2017, and which has been a focus in the first six months of the year.

Statistics of cases heard between 1 January and 12 June under the revised dispute resolution process are shown in the table below:

Investigations	Davis Cup/Fed Cup	ITF Circuits		
Major Offence	0	8		
Tournament Offence	N/A	0		
Misconduct	0	N/A		
Welfare Offence	1	3		
Nation breach	1 (in progress)	N/A		
Internal Adjudication Panel				
Eligibility applications	17 (13 granted; 4 denied)	15 (13 granted; 1 denied; 1 outstanding)		
Appeals of Entry Offences	N/A	3		
Appeals of On-Site Offences	N/A	3		
Welfare Offences	1 (in progress)	N/A		
Independent Tribunal				
Major Offences	0	3 (sanctions accepted and no hearing necessary)		
Welfare Offences	N/A	0		
Tournament Offences	N/A	0		
Appeals of On-Site Offences	0	N/A		
Appeals of IAP decisions	3	0		
Other	1	0		

As part of the ITF2024 commitment to transparency, the Integrity and Communications teams are developing a policy for the publication of disciplinary cases, which until now has been inconsistent on what cases were and weren't published. In setting that policy, consideration will be given to matters including deterrence, public interest, privacy of the individuals concerned, and seriousness of offences.

# **Legal Update**

Other areas of focus for the In-House Counsel include:

• ITF Event Regulations: The regulations for the ITF Circuits were finalised at the end of January, incorporating all the amends that were agreed by the Board in November 2016. From February, focus shifted to the Davis Cup and Fed Cup Regulations for 2018, and all amendments proposed to the AGM were drafted by in-house counsel, or by external lawyers. The ITF's circuit regulations will be the focus of the second half of the year. The involvement Some areas for discussion include consistency between different regulations (where appropriate), the efficiency of the administrative process, clarity of responsibilities between the different departments that have an involvement in the amendment process, and improved and consistent referencing and structure of each set of regulations;

### **Good Governance**

As recognised in the ITF2024 objectives, the ITF is committed to the highest levels of integrity, governance and transparency. In early 2017, the ITF took part in the Association of Summer Olympic International Federations (ASOIF) governance questionnaire. The ITF's score placed it in the top 8 of all 28 summer International Federations, which is positive recognition that the ITF is already meeting many of the accepted standards of good governance. Recommendations for areas for improvement are being reviewed, and an action plan will be developed to improve the ITF's score in the future.