



# Netball Australia

## COMPETITION MANIPULATION & SPORTS WAGERING POLICY

26 March 2022

# NETBALL AUSTRALIA COMPETITION MANIPULATION & SPORTS WAGERING POLICY

*Netball Australia pays respect to the traditional custodians of our ancient continent, Aboriginal and Torres Strait Islander peoples, we honour their continuing connection to country and their custodianship of the world's oldest living culture.*

*Where relevant, in this Policy – reference to Netball Australia includes Suncorp Super Netball.*

*Netball Australia's Purpose: We are the ultimate team sport. Netball is the place to belong, be your best and be bold.*

## Table of Contents

A. Purpose.....	3
B. Scope and Exclusions .....	3
C. Definitions.....	6
D. Other Related Policies and Documents .....	9
1. Prohibited Conduct .....	9
2. Reporting .....	12
3. Information sharing .....	13
4. Monitoring by Wagering Service Providers.....	13
5. Investigations and Demands.....	14
6. Sanctions.....	15
APPENDIX 1: Netball Australia Mobile Device Policy .....	17
1. Introduction, Scope and Application.....	17
2. Access to the Athlete Zone.....	17
3. Display of Accreditation Passes.....	18
4. Temporary 'visitors' to the Athlete Zone .....	19
5. Use of Communication Devices in the Athlete Zone.....	20
6. The Authority of the NA Head of Integrity .....	23
7. Breaches of this Policy .....	23

## A. Purpose

The manipulation of sporting competitions and related activities undermines the integrity of sport.

Manipulation of sporting competitions and matches can be a crime and punishable by law.

This Policy is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the sport of netball.

It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations.

Participants must comply with all applicable laws and regulations at all times.

This Policy forms the foundation of the fight against corruption in the sport of netball in Australia, recognising that World Netball has in place the World Netball Ethics and Anti-Corruption Code (March 2019) that applies to International Netball. This Policy recognises the following imperatives of World Netball, which are shared and held by NA:

- a) all netball Matches are to be contested on a level playing field, with the outcome to be determined solely by the respective sporting merits of the competing teams and to remain uncertain until the match is completed. It is this essential characteristic that gives netball its unique appeal; and
- b) public confidence in the authenticity and integrity of the sporting contest and in the uncertainty of its outcome is vital. If that confidence is undermined, the very essence of netball is comprised.

This Policy prescribes Prohibited Conduct which constitutes a breach, as well as offences which must be reported to NA.

## B. Scope and Exclusions

This Policy applies to participants in Domestic Matches including:

- a) all Athletes;
- b) Athlete Support Personnel dealing with those Athletes;
- c) Umpires and Umpire Support Personnel;
- d) Match Officials;
- e) SSN Clubs;
- f) MOs; and
- g) any other athletes and team support staff as determined and notified by the NA, the *Participants*.

This Policy applies from the date that a person or entity is first engaged (by way of employment agreement, selection in a Team/Squad, appointment to officiate or deliver a Match) with NA, a SSN Club and/or Member Organisation until the date 6 months after their last engagement/involvement (either by way of participation or expiry of contract, whichever is later).

Each Participant is automatically bound by this Competition Manipulation and Sport Wagering Policy as soon as they become a Participant. From that point, they shall be deemed to have agreed:

- a) for the purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to themselves and their activities, including personal information relating to themselves and their activities, to the extent expressly permitted under the terms of this Policy, and shall confirm such agreement in writing upon demand;
- b) that it is their personal responsibility to familiarise themselves with all of the requirements of this Policy, including what conduct constitutes Prohibited Conduct, and to comply with those requirements;
- c) to submit to the authority of NA to adopt, apply, monitor and enforce this Policy and to investigate apparent or suspected conduct that may constitute Prohibited Conduct;
- d) to submit to the jurisdiction of any NA Tribunal convened under the Integrity in Netball Framework to hear and determine:
  - i. any allegation by NA that the Participant has violated this Policy; and
  - ii. any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of NA or a NA Tribunal, as applicable);
- e) to submit to the exclusive jurisdiction of any appeals tribunal convened under the Integrity in Netball Framework to hear and determine appeals made pursuant to this Policy;
- f) and not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the NA Tribunals.

Without prejudice to the above, a Participant shall also be bound by the anti-corruption rules of World Netball and all other Members of World Netball:

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

*Note: A copy of the World Netball Ethics and Anti-Corruption Code (March 2019) can be found [here](#).*

The Anti-Corruption provisions of the World Netball Ethics and Anti-Corruption Code are materially the same as this Policy.

For the avoidance of any doubt:

- a) Where a Participant's alleged conduct would amount solely to a violation of this Policy (whether such conduct actually relates to a Match or not), NA will have the exclusive right to take action against the Participant under this Policy for such conduct;
- b) Where a Participant's alleged conduct would amount solely to a violation of the anti-corruption provisions of the World Netball Ethics and Anti-Corruption Code (whether

such conduct actually relates to an International Match or not), World Netball will have the exclusive right to take action against the Participant under its own anti-corruption rules;

- c) Where a Participant's alleged conduct would amount solely to a violation of the anti-corruption rules of another Member of World Netball (whether such conduct actually relates to a Match taking place within the territory of such National Association or not), the relevant National Association will have the exclusive right to take action against the Participant under its own anti-corruption rules;
- d) Where a Participant's alleged conduct would amount to a violation of this Policy and one or more of the anti-corruption provisions of the World Netball Ethics and Anti-Corruption Code and/or the anti-corruption rules of any other National Association:
  - i. if the alleged conduct relates solely to one or more Domestic Matches held under NA's jurisdiction, NA will have the priority right and responsibility to take action under this Policy against any relevant Participant for such conduct (irrespective of the nationality or place of residence of the Participant), but where it fails to take any action under this Policy within 180 days of becoming aware of the conduct or agrees to defer to the National Association to which the Participant is affiliated, the National Association to which the Participant is affiliated may instead take action against the Participant in respect of such conduct under its anti-corruption rules provided it has first given notice in writing of such to NA;
  - ii. if the alleged conduct relates solely to one or more International Matches, World Netball will have the exclusive right to take action against the Participant under the World Netball Ethics and Anti-Corruption Code;
  - iii. World Netball will have priority right and responsibility to take action under the World Netball Ethics and Anti-Corruption Code against any Participant who participated on behalf of, or who was in any way associated with, or whose conduct was related to, the participating representative team of a Member of World Netball;
  - iv. if the alleged conduct relates to one or more Domestic Matches held under the jurisdiction of NA and one or more International Matches and/or one or more Match played under the jurisdiction of another National Association, NA, World Netball and/or the other relevant National Association shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant Participant for such conduct.

In the absence of agreement, NA shall take action solely with respect to conduct relating to the relevant Domestic Match(es) held under its jurisdiction, World Netball shall take action solely with respect to conduct relating to the relevant International Matches and/or the other relevant National Association shall take action solely with respect to conduct relating to the other relevant Match;

Without limiting the obligations of Participants, SSN Clubs or MOs, NA shall be responsible for promoting this Policy awareness and education amongst all Participants.

This Policy does not apply to community netball.

## C. Definitions

In this Policy, the following definitions apply:

**ANC** means the Australian Netball Championships and any subsequent or successor competition substantially similar to the Australian Netball Championships that is conducted by NA.

**Athlete** includes any person who:

- a) holds any playing contract or participation agreement with NA (Australian Netball Diamonds squad member, Australian Development Squad member, Australian 21/U squad member);
- b) holds a Player Contract, a Training Partner Contract or any other athlete contracted with a SSN Club;
- c) holds a participation agreement with a SSN Club or MO to participate in the ANC; and
- d) holds a participation agreement with a SSN Club or MO to participate in the NNC.

**Athlete Support Personnel** includes any coach, trainer, team manager, player agent, selector, team staff, official, doctor, physiotherapist, dietitian or other health related advisor or any other person employed by, contracted to, representing or otherwise affiliated to NA, SSN Club or MO or any other person employed by, contracted to, representing or otherwise affiliated to a Team or squad that is chosen to represent NA or SSN Club or MO in a Domestic Match.

**Athlete Zone** means:

- a) each of the team changerooms (including any medical or other similar rooms attached to the changeroom) that are used by the SSN Clubs participating in SSN Competition matches;
- b) each of the Umpire changerooms (including any medical or other similar rooms attached to the changeroom) that are used by the Match Officials in the relevant Domestic Match;
- c) each of the SSN Club filming platform areas;
- d) the warm up/gym area(s) used by the SSN Clubs and Umpires during and after the relevant SSN Competition match; and
- e) all other areas that the NA Head of Integrity determines should be included, such determination to be entirely at their discretion.

**Bet/Betting** means any wager, bet, or other form of speculation for consideration, and Betting is the carrying out of such activity, including pay to play fantasy leagues/competitions and tipping competitions.

**Benefit** means the direct or indirect receipt or provision of money, property or any other advantage, such as (without limitation), bribes, gains, gifts or another advantage including (without limitation) winnings and/or potential winnings as a result of a Bet (other than prize money and/or payments made under a

	legitimate and registered endorsement, sponsorship or other contract).
<b>Ban</b>	is a prohibition from participating in certain activities for a specified period. The Participant remains subject to all policies and rules of NA during the Ban.
<b>CPA</b>	means the Collective Player Agreement entered into by NA, ANPA (on behalf of the Athletes), and SSN Clubs.
<b>Domestic Match</b>	means any of the following: <ul style="list-style-type: none"> <li>a) SSN competition, including pre-season matches and training programs (the <b>SSN Competition</b>);</li> <li>b) ANC, including pre-season matches and training programs;</li> <li>c) NNC, including pre-season matches and training programs;</li> <li>d) played by a MO team, SSN Club team or invitational representative Australian team against a touring international team in Australia.</li> </ul>
<b>International Match</b>	means each of the following: <ul style="list-style-type: none"> <li>a) any Match between two National Association representative teams;</li> <li>b) any Match played as part of a World Netball event; and</li> <li>c) any other Match organised or sanctioned by World Netball from time to time to which World Netball deems it appropriate that the World Netball Ethics and Anti-Corruption Code should apply.</li> </ul>
<b>Internet</b>	means the global communications system of computer networks accessible by the public whether wirelessly or through a cable feed, which interconnect, either directly or indirectly, individual computers and/or networks by accessing, among others, the world wide web and derivative URL addresses.
<b>Inside Information</b>	means any information relating to any Match that a Participant possesses by virtue of their position within or in relation to the sport of netball, including (without limitation) factual information regarding the competitors the conditions, tactical considerations or any other aspect of the Match, but not including such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations of the Match and/or NA.
<b>Match</b>	means a netball match of any format and duration in length in which two netball teams compete against each other, played anywhere in the world.
<b>Match Official</b>	means any person appointed to the role of Match Delegate or score bench official for any Domestic Match.
<b>Member</b>	means an entity that has been admitted as a member of World Netball in accordance with World Netball's rules and regulations.
<b>Mobile Device</b>	Means any portable device (including, without limitation, a personal digital assistant (PDA), blackberry, mobile phone, iPhone, iPad or iWatch, Smartwatch) which is capable of

connecting to or using any mobile telecommunications technology to enable or facilitate transmission of textual material, data, voice, video or multimedia services.

<b>MO</b>	means each of the NA member organisations, being: <ul style="list-style-type: none"><li>a) ACT Netball Association Incorporated;</li><li>b) The New South Wales Netball Association Limited;</li><li>c) Netball NT Incorporated;</li><li>d) Netball Queensland Limited;</li><li>e) South Australian Netball Association Incorporated;</li><li>f) Tasmanian Netball Association Incorporated;</li><li>g) Victorian Netball Association Incorporated; and</li><li>h) Netball WA (Incorporated).</li></ul>
<b>National Association</b>	means a national governing body of Netball.
<b>NNC</b>	means the National Netball Championships and any subsequent or successor competition substantially similar to the National Netball Championships that is conducted by NA.
<b>Pathway Athlete</b>	means any athlete participating in the NNC.
<b>Player Contract</b>	means a contract entered into by an Athlete with NA, a SSN Club or MO (as the case may be), in accordance with the CPA or other agreement as agreed between NA, ANPA and the SSN Clubs/MOs.
<b>SSN</b>	Suncorp Super Netball and any subsequent or successor competition substantially similar to the SSN that is conducted by NA.
<b>SSN Club</b>	means each of the teams granted the rights by NA to participate in the Suncorp Super Netball League.
<b>Umpire</b>	includes any person who: <ul style="list-style-type: none"><li>a) holds an umpire contract (permanent or casual) with NA; or</li><li>b) enters into a participation agreement with NA in respect of the ANC or NNC.</li></ul>
<b>Umpire Support Personnel</b>	means any umpire official (for example, and without limitation, any official with responsibility for the selection of Umpires, coaching of umpires or support) by NA or any other relevant party to support the Umpires and/or Match Officials in their appointments to any Domestic Match and/or is contracted by NA to support the Umpires and/or Match Officials in their appointments to any Domestic Match.
<b>Venue</b>	means any venue that hosts a Domestic Match.
<b>Wagering Service Provider</b>	means any company or other undertaking that promotes, brokers, arranges or conducts any form of wagering activity in relation to netball in Australia.
<b>Wi-Fi</b>	means a facility allowing Mobile Devices or other devices to connect to the Internet or communicate with one another wirelessly within a particular area.



**World Netball**

means the international netball federation recognised by the International Olympic Committee or the General Assembly of International Sports Federations as the entity responsible for governing Netball internationally.

## D. Other Related Policies and Documents

The following policies and documents also apply to the application of this Policy and must be adhered to at all times:

- a) Integrity in Netball Framework.

### 1. Prohibited Conduct

- 1.1 A Participant commits a breach of this Policy when they, either alone or in conjunction with another or others, engage in any of the following conduct:
- 1.2 Manipulation of or interference with a Match
  - 1.2.1 Fixing or contriving in any way or otherwise influencing improperly (or being a party to the fixing, contriving or other improper influence of), the result, progress, outcome, conduct or any other aspect of any Match for themselves or others;
  - 1.2.2 Seeking, accepting, offering, or agreeing to accept or offer, any bribe or other Benefit for themselves or others to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of any Match (whether or not such offer, bribe is given or received);
  - 1.2.3 Failing to perform to one's best abilities in a Match, for an offer, bribe or Benefit or the expectation of an offer, bribe or Benefit for themselves or others (whether or not such offer, bribe or Benefit is in fact given or received), or further to an agreement with a third party;
  - 1.2.4 Ensuring the occurrence of a particular incident or outcome in a Match for a Betting or other corrupt purpose (with or without a Benefit);
  - 1.2.5 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating (with or without Benefit):
    - 1.2.5.1 any Participant to commit an offence under any of the foregoing provisions of this Article 1.2.5; and/or
    - 1.2.5.2 any other person to do any act that would be an offence if that person were a Participant.
  - 1.2.6 Engaging in any other form of corrupt conduct (with or without Benefit) in relation to any Match.
- 1.3 Betting
  - 1.3.1 Bet, or enter into any other form of financial speculation on any Match, or on any incident, occurrence or aspect of in a Match, whether or not they are participating in the Match. For the avoidance of doubt:

- 1.3.1.1 any Bets placed by a betting syndicate or group, such as a 'punter's club', of which the Participant is a member;
- 1.3.1.2 an interest in any bet, including having someone else place a bet on their behalf; or
- 1.3.1.3 allowing another person to place a bet using a Participant's account,  
shall be treated as if the bet was placed by the Participant as an individual;
- 1.3.2 Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating, authorising or assisting with the making of a Bet on any Match or in relation to the result, progress, outcome, conduct or any other aspect of a Match, including communicating in any way, such as by using a mobile phone, computer or other electronic or other device, information that might give another person an unfair advantage if they were to engage in betting related to that information, other than as required as part of their official duties;
- 1.3.3 Ensuring the occurrence of a particular incident or outcome of a Match, which occurrence is to the Participant's knowledge the subject of a Bet and for which they expect to receive, directly or indirectly or has received any Benefit.
- 1.4 Inside Information
  - 1.4.1 Using Inside Information for Betting purposes or otherwise in relation to Betting;
  - 1.4.2 Disclosing Inside Information to any party (for Benefit or otherwise) where the Participant knew or should have known that the might be used for Betting purposes or otherwise in relation to Betting, or any form of improper influence over any aspect of any Match, or for any other improper purpose;
 

*Note: Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this Article to disclose Inside Information: (a) to journalists or other members of the media; and/or (b) on social networking websites where the Participant knew or should reasonably have known that such disclosure might lead to the information being used in relation to Betting. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of the Participant's family) where it is reasonable for the Participant to expect that such information can be disclosed in confidence and without being subsequently used for Betting.*
  - 1.4.3 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating (with or without Benefit):
    - 1.4.3.1 any Participant to commit an offence under any of the foregoing provisions of this Article 1.4; and/or

- 1.4.3.2 any other person to do any act that would be an offence if that person were a Participant; and/or
  - 1.4.4 Failing to comply with the Mobile Device Policy set out in Appendix 1 of this Policy.
- 1.5 Other offences
  - 1.5.1 Providing, offering, giving, requesting or receiving any gift or Benefit in circumstances that the Participant knew or should have known could undermine public confidence in the integrity of a Match or the sport of netball (regardless of whether such gift or Benefit is in fact given or received);
  - 1.5.2 Failing to disclose to the NA Head of Integrity (without unnecessary delay) any and all gifts (whether monetary or otherwise), hospitality, rewards and/or other non-contractual benefits offered to a Participant that have a value of AUD\$500 or more, whether or not the circumstances set out in Article 1.5.1 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant, (ii) benefits provided pursuant to a Participant's contract with NA, a SSN Club and/or MO or (iii) netball hospitality gifts from NA, a SSN Club and/or MO in connection with Matches the Participant is participating in;
  - 1.5.3 Failing to disclose to the NA Head of Integrity, without delay, full details of all knowledge concerning:
    - 1.5.3.1 any approach or invitation received by the Participant that would amount to Prohibited Conduct; and
    - 1.5.3.2 any incident, fact or matter that comes to the attention of the Participant (or of which the Participant ought reasonably to have been aware) that may evidence potential Prohibited Conduct by a third party to engage in conduct that would amount to Prohibited Conduct;
  - 1.5.4 Failing or refusing, without compelling justification, to cooperate with any investigation carried out by NA in relation possible Prohibited Conduct (by any Participant), including without limitation, failing to provide accurately, honestly or completely any information and/or documentation (whether as part of a Demand or otherwise) requested by NA as part of such investigation;
  - 1.5.5 Obstructing or delaying any investigation carried out by NA in relation to possible Prohibited Conduct, including without limitation, concealing, tampering with or destroying any documentation or other information (which is subject to a Demand or otherwise) that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of conduct that would amount to Prohibited Conduct;
  - 1.5.6 Failing or refusing to cooperate with any proceedings brought against any Participant under this Policy, including without limitation, failing to respond to a Demand, provide a witness statement(s) in respect of information in the possession of the Participant and/or failing to attend, for the purpose of providing truthful oral evidence, any hearing convened under the Integrity in Netball Framework, where requested by NA.

- 1.5.7 Accepting a Benefit to incite, cause or contribute to any breach of this Policy;
  - 1.5.8 Committing any other act that could undermine public confidence in the integrity of a Match or the sport of netball; or
  - 1.5.9 Facilitating, assisting, aiding, abetting, encouraging, inducing, cover-up or being complicit in any Prohibited Conduct.
- 1.6 Attempt or agreement to breach, and other involvement in Prohibited Conduct
- 1.6.1 Any attempt by a Participant, or any agreement by a Participant with any other person or entity, to engage in conduct that would culminate in the commission of Prohibited Conduct will be treated as if such breach had been committed (whether or not such attempt or agreement in fact resulted in such Prohibited Conduct) unless the Participant renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement;
  - 1.6.2 A Participant who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any act or omission by the Participant's coach, trainer, manager, family member, guest or other affiliate or associate that would have amounted to Prohibited Conduct, if committed by the Participant themselves, will be treated as if they committed such act or omission and will be held liable accordingly for the Prohibited Conduct;
  - 1.6.3 A Participant who solicits, induces, entices, instructs, persuades, encourages or facilitates another Participant to engage in Prohibited Conduct, or knowingly assists, covers up or is otherwise complicit in another Participant's Prohibited Conduct, will be treated as if they committed such breach themselves and will be held liable accordingly for the Prohibited Conduct.

## 2. Reporting

- 2.1 A Participant must, where permitted by law, promptly notify the NA Head of Integrity if they:
  - 2.1.1 are interviewed as a suspect, charged, or arrested by a law enforcement body in respect of conduct that falls with the definition of Prohibited Conduct;
  - 2.1.2 has been approached by another person to engage in Prohibited Conduct;
  - 2.1.3 knows or reasonably suspects that another person has engaged in Prohibited Conduct, or has been approached to engage in Prohibited Conduct; or
  - 2.1.4 has received or is aware or reasonably suspects that another person has received, actual or implied threats of any nature in relation to any past or proposed Prohibited Conduct.
- 2.2 A Participant has a continuing obligation to report any new knowledge or suspicion regarding any Prohibited Conduct under this Policy, even if the Participant's prior knowledge or suspicion has already been reported.

- 2.3 Notification by a Participant under this Article 2 may be made verbally or in writing by the Participant and may be made anonymously. A Relevant Person who makes a report anonymously is responsible for keeping a record that will allow them to confirm that they have met their obligations under Article 2.1.
- 2.4 NA will remain informed of relevant Commonwealth, State and Territory legal requirements to report criminal activity in relation to the manipulation of sporting competitions (match-fixing) and Inside Information.
- 2.5 Participants should be aware of relevant Commonwealth, State and Territory legal requirements to report criminal activity in relation to the manipulation of sporting competitions (match-fixing) and Inside Information.

### 3. Information sharing

- 3.1 NA and Sport Integrity Australia may share information (including Personal Information as defined in the *Privacy Act 1998* (Cth)) at any time relating to Participants, SSN Clubs and MOs with Wagering Service Providers, law enforcement agencies, government agencies or other sporting organisations to prevent, identify and investigate alleged Prohibited Conduct.

### 4. Monitoring by Wagering Service Providers

- 4.1 Participants must disclose information to NA regarding all of their commercial agreements, interests, and connections with Wagering Service Providers. For the avoidance of doubt, this does not include the disclosure of accounts that Participants may hold with Wagering Service Providers.
- 4.2 NA will work with Wagering Service Providers to ensure the ongoing integrity of Matches under the auspices of NA, SSN Clubs and MOs.
- 4.3 NA may request Wagering Service Providers to monitor and conduct regular audits of their databases and records to monitor the incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Participants have engaged in Prohibited Conduct under this Policy.
- 4.4 To enable the Wagering Service Provider to conduct such audits, NA may, from time to time and subject to any terms and conditions imposed by NA (including in relation to confidentiality and privacy), provide to Wagering Service Providers details of Participants who are precluded by this Policy from engaging in Prohibited Conduct.
- 4.5 Wagering Service Providers may provide NA with regular written reports on incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Participants have engaged in Prohibited Conduct.
- 4.6 All requests for information or provision of information by NA or a Wagering Service Provider shall be kept strictly confidential and shall not be divulged to any third party or otherwise made use of, except where required by law or by this Policy, is permitted by NA or Wagering Service Provider, or where information is already in the public domain other than because of a breach of this Policy.

## 5. Investigations and Demands

- 5.1 Any allegation or suspicion of a breach of this Policy, whatever the source, shall be referred to the NA Head of Integrity for investigation.
- 5.2 The NA Head of Integrity may, at any time, conduct investigations into the activities of any Participant who they suspect may have committed an offence under this Policy.
- 5.3 Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, World Netball and/or other National Associations and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities, including Sport Integrity Australia).
- 5.4 All Participants must cooperate fully with such investigations in accordance with the Integrity in Netball Framework.
- 5.5 The NA Head of Integrity shall have discretion, where they deem appropriate, to stay their own investigation pending the outcome of investigations being conducted by World Netball, a National Association and/or other relevant authorities.
- 5.6 As part of any investigation under this Policy, the NA Head of Integrity may make a written demand to any Participant (a ***Demand***) to provide NA with any information, statement, document or Mobile Device(s) that the NA Head of Integrity reasonably believes may be relevant to the investigation.
- 5.7 Such information may include (without limitation): copies or access to all relevant records (such as current or historic telephone records, bank statements, internet services records and/or other records stored on computer hard drives, electronic devices or other information storage equipment); and/or any data, messages, photographs, videos, audio files and/or documents or any other relevant material contained on their Mobile Device(s) (including but not limited to, information stored through SMS, WhatsApp or any other messaging system) relevant to the investigation; and/or all the facts and circumstances of which the Participant is aware with respect to the matter being investigated, and subject to any applicable principles of Australian law, the Participant shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the NA Head of Integrity.
- 5.8 Where such a Demand relates to the request to take possession of and/or copy or download information contained on a Participant's Mobile Device, then such information shall be provided immediately upon the Participant's receipt of the Demand. In all other cases, save where exceptional circumstances exist, a minimum period of fourteen days from receipt of the Demand will be provided.
- 5.9 Where appropriate, the Participant may seek an extension of such deadline by providing the NA Head of Integrity with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be in the discretion of the NA Head of Integrity, acting reasonably at all times.
- 5.10 Any information furnished to the NA Head of Integrity (whether pursuant to a specific Demand or otherwise as part of an investigation) will not be used for any purpose other than in accordance with this Policy and will be kept strictly confidential except when:

- 5.10.1 it becomes necessary to disclose such information in support of an allegation of Prohibited Conduct, breach of the World Netball Ethics and Anti-Corruption Code or the anti-corruption rules of any National Association;
- 5.10.2 such information is required to be disclosed by any applicable law;
- 5.10.3 such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant International Match; and/or
- 5.10.4 it becomes necessary (because the information gathered may also amount to or evidence infringements of other applicable laws or regulations) to disclose such information to other competent authorities (including any applicable police, taxation, fraud, criminal intelligence or other authorities), whether pursuant to formal information-sharing agreements or otherwise.

## 6. Sanctions

- 6.1 Any Participant who is found to have breached this Policy may face disciplinary action in accordance with the Integrity in Netball Framework. Action may also be taken for breaches by a SSN Club or MO.
- 6.2 The following sanctions may be imposed:
  - 6.2.1 a reprimand or warning (generally accompanied by the completion of education);
  - 6.2.2 a verbal or written apology;
  - 6.2.3 direction to attend counselling or training to address the breach;
  - 6.2.4 suspension from competition for a specified period;
  - 6.2.5 removal of accreditation;
  - 6.2.6 suspension from access to Participants, a SSN Club and/or a MO for a specified period;
  - 6.2.7 Ban from participation in NA, SSN Club and/or MO competitions, training or events (including selection in representative teams);
  - 6.2.8 suspension or termination of contract or financial support; and/or
  - 6.2.9 suspension and/or termination of any rights, privileges and benefits provided by NA;
  - 6.2.10 any other sanction as determined in accordance with the Integrity in Netball Framework.

**END**

<b>Reference Number:</b>	<b>INT009.1</b>
<b>Policy:</b>	Competition Manipulation and Sports Wagering Policy

Effective Date:	26 March 2022
Author:	NA Head of Integrity
Owner:	NA Head of Integrity
Approval Level:	NA Board
Date Last Reviewed:	N/A
Scheduled Review Date:	Annually
Supersedes:	National Policy of Match-Fixing in Netball



## APPENDIX 1: Netball Australia Mobile Device Policy

Effective date: 26 March 2022

### 1. Introduction, Scope and Application

- 1.1 NA has adopted this Policy in support of the Competition Manipulation and Sports Wagering Policy.
- 1.2 This Policy seeks to address advancing mobile communication technology and increasing sophistication in the methods by which betting takes place on netball matches, in particular the SSN, by placing limitations on communication between Athletes, Athlete Support Personnel, Umpires and Umpire Support Personnel and other nominated third parties from the moment that they first enter the Venue on the day of a SSN Competition match through to its completion.
- 1.3 All Athletes, Athlete Support Personnel, Umpires and Umpire Support Personnel as well as SSN Clubs and MOs:
  - 1.1.1 are automatically bound by and required to comply with all of the provisions of this Policy; and
  - 1.1.2 agree to submit to the authority of the NA Head of Integrity (and/or any individual appointed to act on their behalf), to adopt, apply, monitor and enforce this Policy.
- 1.4 For the avoidance of any doubt, nothing in this Policy is intended to limit the responsibilities of any Participant, SSN Club or MO under NA's Code of Conduct and Competition Manipulation and Sports Wagering Policy or any other NA rules or regulations that may apply from time to time.

### 2. Access to the Athlete Zone

- 2.1 At each relevant SSN Competition match, the Athlete Zone shall comprise of the following:
  - 2.1.1 each of the team changerooms (including any medical or other similar rooms attached to the changeroom) that are used by the SSN Clubs participating in SSN Competition matches;
  - 2.1.2 each of the Umpire changerooms (including any medical or other similar rooms attached to the changeroom) that are used by the Match Officials in the relevant Domestic Match;
  - 2.1.3 each of the SSN Club filming platform areas;
  - 2.1.4 the warm up/gym area(s) used by the SSN Clubs and Umpires during and after the relevant SSN Competition match; and
  - 2.1.5 all other areas that the NA Head of Integrity determines should be included, such determination to be entirely at their discretion.
- 2.2 Host SSN Clubs (and NA, for NA conducted matches) must:

- 2.2.1 ensure that there are no static/landline (or other) telephone communication devices within the Athlete Zone on the day of a SSN Competition match;
- 2.2.2 adopt and manage the NA accreditation system which enables access to the Athlete Zone to be controlled and monitored by the NA Head of Integrity, Match Delegate and members of the security team appointed for such purpose;
- 2.2.3 provide adequate and suitably qualified security (with appropriate training, briefings and identification) to be on duty at entry points to the Athlete Zone the moment that the Venue has been secured for a SSN Competition match right through until all Participants have left the Venue after the SSN Competition match has been completed;
- 2.2.4 ensure that there are no fixed or temporary video cameras or other recording equipment set up within the Athlete Zone (including, in particular, any changeroom) for the purposes of broadcasting video or audio footage therefrom unless prior authority has been granted by the NA Head of Integrity;
- Note: As an exception to Article 2.2.4, a vision-only video camera may be set up or used (by a single camera operator) within the Athlete Zone (team meeting area only) provided that the following safeguards are implemented at all times:*
- (a) the camera must only have any audio-recording capability disabled;*
- (b) can only record for a maximum of a 2 minute interval in each break.*
- 2.2.5 provide a safe and secure locker (or other similar storage facility), into which all Umpires, Umpire Support Personnel and temporary visitors (including NA/SSN Club, or MO staff, representatives, officials, contractors or volunteers) to the Athlete Zone must deposit all Mobile Devices prior to entering the Athlete Zone;
- 2.2.6 ensure that each team manager implements a protocol pursuant to which all Mobile Devices must be:
- 2.2.6.1 collected from the Athletes and Athlete Support Personnel (other than those with exceptions) upon a team's entry to the Venue on the day of a SSN Competition match. For each SSN Club's obligations see Article 5.1;
- 2.2.6.2 safely and securely stored during that match (which can be in a secure box in the changeroom) until its completion.

### 3. Display of Accreditation Passes

#### 3.1 General Principles:

- 3.1.1 As a general rule, access to the Athlete Zone will be restricted only to those individuals whose presence in that area is absolutely essential for operational purposes. SSN Club Boards, CEOs and other operational staff without a direct operational reason for being in the Athlete Zone should

not enter the Athlete Zone until the completion of the match. Where access is required, those individuals will be subject to all requirements of this Policy.

- 3.1.2 In certain circumstances, temporary Match day access may also need to be issued by the Match Manager and/or Match Delegate to any other individuals who may need access to the Athlete Zone from time to time for operational reasons, including, for example, NA, SSN Club and MO officials, contractors or volunteers and members of the venue's security, cleaning or catering staff. Such temporary access can only be provided by the Match Manager and/or Match Delegate, who may impose such conditions on the access (including for specific time periods or areas etc) as he/she deems appropriate in the circumstances.
- 3.1.3 For the avoidance of doubt, and except as described in Article 3.2, below, no individual, irrespective of their identity, job, role or responsibility, will be allowed to enter, or remain within, the Athlete Zone without displaying an official accreditation pass.
- 3.2 Athletes, Athlete Support Personnel, Umpires and Umpire Support Personnel:
  - 3.2.1 All Athletes, Athlete Support Personnel, Umpires and Umpire Support Personnel must display their accreditation passes prior to their first entry into the Athlete Zone on the day of a SSN Competition match.
  - 3.2.2 Once they have complied with Article 3.2.1, Athletes, Athlete Support Personnel and Umpires (subject to being in team uniform) need not carry their accreditation passes so long as they remain at all times within either the Athlete Zone, or field of play. Should any such person need to leave this area for any reason other than in the case of a medical or security emergency or to base themselves at a filming platform, then they must:
    - 3.2.2.1 carry their accreditation pass with them when they leave the Athlete Zone and must display it again prior to their return to the Athlete Zone; and
    - 3.2.2.2 comply, at all times, with all of the restrictions on use of communication devices set out in Article 4 as if such person remained within the Athlete Zone.
  - 3.2.3 All other persons not identified in Article 3.2.2, above must carry their accreditation passes at all times while they remain within the Athlete Zone.

#### 4. Temporary 'visitors' to the Athlete Zone

- 4.1 All temporary visitors will only be issued accreditation passes by the Match Manager and/or Match Delegate in accordance with the provisions of the Policy.
- 4.2 If issued, all temporary visitors must carry their temporary 'visitor' accreditation passes at all times whilst they remain within the Teams and Officials' Operating Areas.
- 4.3 All temporary visitors must comply with this Policy at all times while they remain within the Athlete Zone.

- 4.4 Where the temporary visitor is linked to a SSN Club, they must as soon as practicable upon entering the Athlete Zone, hand over their Mobile Device and confirm contact number to the team manager for recording in the Record of Mobile Devices (in accordance with Article 2.2.6.2).

## 5. Use of Communication Devices in the Athlete Zone

- 5.1 Subject to the exceptions set out in Article 5.2, the following prohibitions shall apply from the moment that a Venue has been secured for a SSN Competition match through to its completion:
- 5.1.1 no person shall be allowed to use and/or carry any Mobile Devices for any reason whatsoever, whether to access the Internet or otherwise, in the Athlete Zone. It is each individual's responsibility to comply with this restriction, in order to minimise the risk of non-compliance by any Athlete or Athlete, each team manager must implement a protocol pursuant to which all Mobile Devices must be:
- 5.1.1.1 collected from the Athletes and Athlete Support Personnel (other than those with exceptions) upon a team's entry to the Venue on the day of a SSN Competition match;
- 5.1.1.2 recorded on the Record of Mobile Devices as set out in Annexure A and a photograph of all Mobile Devices secured taken. This record must be emailed to [integrity@netball.com.au](mailto:integrity@netball.com.au) within 48 hours of the completion of the Match; and
- 5.1.1.3 safely and securely stored during the SSN Competition match until such time as those Mobile Devices can be returned at the conclusion of the SSN Competition match. The Umpires will implement a similar protocol relating to the Mobile Devices of the Umpires and/or any Umpire Support Personnel.
- 5.1.2 no person shall be allowed to use and/or or carry, any laptop computer (or any other similar communication device) for any reason whatsoever, whether to access the Internet or otherwise, in the Athlete Zone;
- 5.1.3 no person shall be allowed to use any static landline (or similar) telephone capable of making calls from inside or receiving calls from outside the Athlete Zone; and
- 5.1.4 without limiting the definition of Mobile Devices, no Athlete, Athlete Support Personnel or Umpire shall be allowed to use and/or wear or carry on their person any Smart Watch/Bracelet, in the Athlete Zone, including while on the field of play.
- 5.2 **EXCEPTIONS TO ARTICLE 5.1:** Unless otherwise agreed by the NA Head of Integrity in advance, the only exceptions to the above prohibitions are:
- 5.2.1 Each team manager shall be permitted to carry two Mobile Devices, where one of those Mobile Devices is a Smart Watch/Bracelet (in all other circumstances, the team manager shall be permitted to carry one Mobile Device), within the Athlete Zone, provided that it can only be used either: (a) for netball operations purposes; and/or (b) by any Participant for any important personal matter, provided that the team manager has given their express permission to the Participant before such use. The team manager can carry the Mobile Device of an Athlete or Athlete Support

Personnel where the Mobile Device is required and used solely for medical reasons;

- 5.2.2 Each team media manager shall be permitted to carry one Mobile Device within the Athlete Zone, provided that any such device must be turned onto silent mode at all times whilst such individual is in the Athlete Zone and it can only be used for responding to direct media enquiries received from media outlets such as broadcasters and journalists (**Media Outlets**), either inside or outside the Athlete Zone. The team media manager must not, in any circumstance, use the Mobile Device to transmit any photograph or video footage from within the Athlete Zone (other than the field of play) including without limitation to Media Outlets, social media, digital platforms or any other person or entity until after the conclusion of the SSN Competition match;
- 5.2.3 Each team manager shall be permitted to carry and use a laptop computer (or any other similar communication device), whether to access the Internet or otherwise, within the Athlete Zone, provided that it is used solely by them and only for netball operations purposes of a logistical or administrative nature related to any SSN Competition match (this may include time keeping functions);
- 5.2.4 The performance analyst for each team shall be permitted to carry and use one laptop computer (or other similar device) and a Mobile Device (purely for internet connectivity for the performance match analysis feed should the Venue's internet not be provide a sufficient connection), whether to access the Internet or otherwise, within the PMOA, provided that the laptop is only used for undertaking performance match analysis (including a feed to the SSN Club coaches) and must not be used for any other purpose.
- 5.2.5 A further reasonable number of other Athlete Support Personnel per team, whose identity must be approved in advance by the NA Head of Integrity, may be permitted to carry and use a laptop computer (or any other similar communication device) within the Athlete Zone, provided that:
- 5.2.5.1 it is used only by the identified individual and only for netball operations purposes;
  - 5.2.5.2 it may not be used to access the Internet at any time until the conclusion of the SSN Competition match; and
  - 5.2.5.3 the NA Head of Integrity shall have absolute discretion to direct that the laptop computer (or any other similar communication device) be used only in a specific area or location within the Athlete Zone.
- 5.2.6 The Match Delegate shall be permitted to carry two Mobile Devices, where one of those Mobile Devices is a Smart Watch/Bracelet (in all other circumstances, the Match Delegate shall be permitted to carry one Mobile Device), within the Athlete, provided that it is used either: (a) for netball operations purposes only; and/or (b) by any Umpire or Umpire Support Personnel for any important personal matter only, provided that the Match Delegate has given their express permission before such use;
- 5.2.7 The Match Delegate shall be permitted to carry and use a laptop computer (or any other similar device), whether to access the Internet or

otherwise, within the Athlete Zone, provided that it is for their sole use and only for netball operations purposes; and

- 5.2.8 The Umpire Coach and/or Selector shall be permitted to carry and use a laptop computer (or any other similar communication device) within the Athlete Zone, provided that:
- 5.2.8.1 it is used only by the identified individual and only for netball operations purposes;
  - 5.2.8.2 it may not be used to access the Internet at any time until after the conclusion of the match; and
  - 5.2.8.3 the NA Head of Integrity shall have absolute discretion to direct that the laptop computer (or any other similar communication device) be used only in a specific area or location within the Athlete Zone; and
- 5.2.9 The Match Day Doctor and SSN Club doctor (or team physiotherapist in circumstances where there is no team doctor) shall be permitted to carry and use one Mobile Device and one laptop computer (or other similar device), whether to access the Internet or otherwise, within the Athlete Zone, provided that either device will only be used in the case of a genuine medical emergency and must not be used for any other purpose. Any such Mobile Device must be turned onto silent mode at all times whilst such individual is in the Athlete Zone. Any such laptop computer (or other similar device) carried by the team doctor (or physiotherapist, where applicable) must be password protected and password locked when not in use, with the password known only to the team doctor (or physiotherapist, where applicable).
- 5.2.10 For the avoidance of any doubt, all individuals permitted to carry and use a laptop computer (or any other similar communication device) within the Athlete Zone pursuant to Article 5.1.1 are deemed to have:
- 5.2.10.1 consented to having such laptop or other device monitored for the purpose of establishing whether or not the Internet has been accessed in any relevant period;
  - 5.2.10.2 agreed to provide such laptop or other device to the NA Head of Integrity immediately upon request for such purpose; and
  - 5.2.10.3 agreed to provide such technical information about such laptop or other device to the NA Head of Integrity as may be necessary to carry out such purpose.
- 5.2.11 In 2022:
- 5.2.11.1 the Umpires and Athletes may remotely access their Mobile Devices, which must remain in the secured box, and only use the Mobile Device for access to music (with airplane mode enabled). To be clear, the Umpires and Athletes must not take the Mobile Device out of the secured box at any time;
  - 5.2.11.2 the Umpires may wear a Smart Watch, enabled to airplane mode, for timing keeping and/or performance tracking. The Smart Watch must not be used for any other purpose.

## 6. The Authority of the NA Head of Integrity

- 6.1 At each SSN Competition match, Participants, SSN Clubs and visitors to the Athlete Zone agree and acknowledge that the NA Head of Integrity (or such other member of the NA Integrity Unit) shall have absolute authority, without being required to provide any explanation or reason, to:
- 6.1.1 be present in any part of the Athlete Zone (including, for the avoidance of doubt, any part of the team meeting areas within the team changerooms) where the NA Head of Integrity considers appropriate at any time on the day of the SSN Competition match;
  - 6.1.2 request a Match Manager and/or Match Delegate issue a temporary 'visitor' accreditation pass for the Athlete Zone where he/she considers appropriate on the day of the SSN Competition match;
  - 6.1.3 remove, or cancel the validity of, any Athlete Zone accreditation pass already issued, irrespective of the identity of the individual with such accreditation;
  - 6.1.4 require any person who is not displaying a valid accreditation pass to leave the Athlete Zone immediately, irrespective of the identity of such individual;
  - 6.1.5 require any person in possession of any Mobile Devices, laptop computer (or any other similar device) to immediately provide such Mobile Device, laptop computer (or any other similar device) to the NA Head of Integrity for auditing purposes, such auditing to take place at an agreed time and place and in the presence of the owner; and
  - 6.1.6 require any person in the Athlete Zone to immediately submit themselves and/or any clothing, baggage or other items in their possession, to be searched by the NA Head of Integrity, provided that such search is carried out in the presence of a third party (which may be a team manager, Match Delegate or a member of the venue security team).
- 6.2 Any failure to comply with any request made under Article 6.1 shall be deemed to be a breach of this Policy and will be dealt with in accordance with Article 7, below.

## 7. Breaches of this Policy

- 7.1 Where any SSN Club is alleged to have breached any of Articles 2.2.1 – 2.2.6 (inclusive), then such alleged breach will be reported to the NA Head of Integrity by the Match Manager and/or Match Delegate. Thereafter, the NA Head of Integrity shall elect whether to conduct an investigation, including corresponding with the SSN Club in an attempt to ascertain the explanation behind any alleged breach and to seek the implementation of any corrective measures that the NA Head of Integrity considers appropriate. In addition, the NA Head of Integrity will provide a report on such matters as required to the NA EGM – SSN, Events and Commercial.
- 7.2 Where any SSN Club staff, representative, official, contractor or volunteer (other than an Athlete or Athlete Support Personnel, Umpire or Umpire Support Personnel) is alleged to have breached any of the Articles in Policy, excluding any breach of Articles 3.2, 5.1 or 6.2 which are dealt with separately below, such person will have their accreditation removed immediately and no longer be granted any access to the Athlete Zone while the alleged breach is investigated. The alleged breach will then be reported to the CA Head of Integrity by the Match Manager

and/or Match Delegate. Thereafter, the NA Head of Integrity shall correspond with the SSN Club in an attempt to ascertain the explanation behind any alleged breach and to seek the implementation of any corrective measures that the NA Head of Integrity considers appropriate. These measures may include, without limitation, not returning the individual's accreditation pass and not granting further access to the individual to the Athlete Zone for such period as the NA Head of Integrity determines acting in their absolute discretion. In addition, the NA Head of Integrity will provide a report on such matters as required to the NA – SSN, Events and Commercial.

7.3 Where the NA Head of Integrity determines that there is a breach of any Article of this Policy, excluding any breach of Articles 3.2, 5.1 or 6.2 which are dealt with separately below, in their absolute discretion, any one or more of the following penalties may be imposed on an SSN Club:

7.3.1 a warning or an official reprimand;

7.3.2 revoking an individual's accreditation pass for a period of time as the NA Head of Integrity determines acting in their absolute discretion;

7.3.3 a fine not exceeding \$10,000;

7.3.4 a fine (or wholly or partially suspended fine) not exceeding \$10,000 on such conditions and for such period of operation the NA Head of Integrity (in their absolute discretion) considers appropriate; and/or

7.3.5 the imposition of any other sanctions or conditions that the NA Head of Integrity, in their absolute discretion, considers appropriate.

7.4 Where any Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel is alleged to have breached Article 3.2, then such alleged breach will be reported to the NA Head of Integrity by the Match Manager and/or Match Delegate. Thereafter, the NA Head of Integrity shall correspond with the Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel in an attempt to ascertain the explanation behind any alleged breach and to seek the implementation of any corrective measures that the NA Head of Integrity considers appropriate. In addition, the NA Head of Integrity will provide a report on such matters to the NA CEO.

7.5 Where any Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel is alleged to have breached either of Articles 5.1 or 6.2, then any such alleged breach will be reported to the CA Head of Integrity by the Match Manager and/or Match Delegate. Thereafter the NA Head of Integrity will seek an explanation for the alleged breach from the Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel and determine whether the Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel is in breach of the relevant Article(s). In addition, the NA Head of Integrity will provide a report on such matters to the NA CEO.

7.6 Where the NA Head of Integrity determines that there is a breach of Article 3.2, 4.1 or 5.2, any one or more of the following penalties may be imposed on an Athlete, Athlete Support Personnel, Umpire or Umpire Support Personnel:

7.6.1 a warning or an official reprimand;

7.6.2 revoking an individual's accreditation pass for a period of time as the NA Head of Integrity determines acting in their absolute discretion;



- 7.6.3 a fine not exceeding \$200 in the instance of a second breach (irrespective of whether the second breach is of the same Article as that previously breached) within a rolling period of twenty-four (24) months;
  - 7.6.4 a fine not exceeding \$500 in the instance of a third, or any subsequent, breach (irrespective of whether the third, or any subsequent, breach is of the same Article as those previously breached) within a rolling period of twenty-four (24) months; and/or
  - 7.6.5 the imposition of any other sanctions or conditions that the NA Head of Integrity, in their absolute discretion, considers appropriate.
- 7.7 Any decision made by the NA Head of Integrity in relation to any of the above, shall be the full, final and complete disposition of the matter, immediately binding and non-appealable.