

The Board of Control for Cricket in India

Anti-Corruption Code for Participants

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TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION, SCOPE AND APPLICATION.....	3
ARTICLE 2	OFFENCES UNDER THIS <i>ANTI-CORRUPTION CODE</i>	7
ARTICLE 3	STANDARD OF PROOF AND EVIDENCE.....	11
ARTICLE 4	INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS.....	11
ARTICLE 5	SANCTIONS.....	14
ARTICLE 6	PUBLIC DISCLOSURE AND CONFIDENTIALITY.....	17
ARTICLE 7	RECOGNITION OF DECISIONS	18
ARTICLE 8	LIMITATION PERIODS.....	18
ARTICLE 9 <i>CODE</i>	AMENDMENT AND INTERPRETATION OF THIS <i>ANTI-CORRUPTION</i> 18	
APPENDIX 1	DEFINITIONS.....	20

The Board of Control for Cricket in India (BCCI)

BCCI ANTI-CORRUPTION CODE FOR PARTICIPANTS

ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION

- 1.1 The *BCCI* has adopted this *Anti-Corruption Code* in recognition of the following fundamental sporting imperatives:
- 1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.
 - 1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core.
 - 1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve *Participants* in such practices. This can create a perception that the integrity of the sport is under threat.
 - 1.1.4 Furthermore, such misconduct is carried out under cover and in secret, thereby creating significant challenges for the *BCCI* in the enforcement of rules of conduct. As a consequence, the *BCCI* needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require *Participants* to cooperate fully with all investigations and requests for information.
 - 1.1.5 The *BCCI* is committed to taking every step in its power to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of *any Match* or *Event*;
- 1.2 The *Anti-Corruption Code* is to be interpreted and applied with reference to the fundamental sporting imperatives described in Article 1.1 (including without limitation where an issue arises that is not expressly addressed in the *Anti-Corruption Code*). Such interpretation and application shall take precedence over any strict legal or technical interpretations of the *Anti-Corruption Code* that may otherwise be proposed.
- 1.3 Unless otherwise indicated, references in the *Anti-Corruption Code* to Articles & Appendices are to articles and appendices of the *Anti-Corruption Code*. Words in italicised text in the *Anti-Corruption Code* are defined terms. Unless set out in the Articles below, their respective definitions are set out in Appendix 1.
- 1.4 This *Anti-Corruption Code* applies to all *Participants*. For these purposes, a “**Participant**” is:
- 1.4.1 any cricketer (a “**Player**”) who:

- 1.4.1.1 is selected (or has been selected in the preceding twenty-four (24) months) in any playing or touring team or squad that is chosen to represent any *Member Cricket Association* to participate in any *Domestic Match*; and/or
 - 1.4.1.2 is selected (or has been selected in the preceding twenty-four (24) months) in any playing or touring team or squad that is chosen to represent an *IPL Team* in any *Match*; and/or
 - 1.4.1.3 is selected (or has been selected in the preceding twenty-four (24) months) in any playing or touring team or squad that is chosen to participate in a *Match* or *Event* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*; and/or
 - 1.4.1.4 is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code*, *ICC Anti-Corruption Code* and/or anti-corruption rules of any *National Cricket Federation*; and/or
- 1.4.2 any coach, trainer, manager, selector, *Team Official*, doctor, physiotherapist or any other person (a "**Player Support Personnel**") who:
- 1.4.2.1 is employed, represents or is otherwise affiliated (or who has been employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) in any playing or touring team or squad that is chosen to represent any *Member Cricket Association* to participate in any *Domestic Match* or a series of such *Matches*; and/or
 - 1.4.2.2 is employed, represents or is otherwise affiliated (or who has been employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) in any playing or touring team or squad that is chosen to represent any *IPL Team* in any *Match*; and/or
 - 1.4.2.3 is employed by, represents or is otherwise affiliated to (or who has been employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) to a team that participates in a *Match* or *Event* organized by or falling within the jurisdiction of the *BCCI* a *Member Cricket Association*; and/or
 - 1.4.2.4 is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code*, *ICC Anti-Corruption Code* and/or anti-corruption rules of any *National Cricket Federation*;
- and/or
- 1.4.2.5 any *BCCI Official*, *Match Referee*, *Pitch Curator*, *Player Agent*, *Umpire* or *Umpire Support Personnel*.

NOTE: for avoidance of doubt, the *BCCI's* jurisdiction to take action against a *Participant* under this *Anti-Corruption Code* is limited, subject to the provision of Article 1.10 below, to *Corrupt Conduct* taking place in, or in relation to, *Domestic Matches* and/or *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association* or any matches featuring *IPL Team(s)*.

- 1.5** Each *Participant* is automatically bound by this Anti-Corruption Code as soon as he/she becomes a *Participant*. From that point, he/she shall be deemed to have agreed:
- 1.5.1** not to engage in *Corrupt Conduct* in respect of any *Domestic Match*, or in a *Match* organized by or falling within the jurisdiction of the *BCCI*, a *Member Cricket Association* wherever it is held and whether or not he/she is personally participating in any way in it.
 - 1.5.2** that it is his/her personal responsibility to familiarise him/herself with all of the requirements of this *Anti-Corruption Code*, including what conduct constitutes an offence under this *Anti-Corruption Code*, and to comply with those requirements (where applicable);
 - 1.5.3** to submit to the authority of the *BCCI* (including as delegated to any member of the *ACU BCCI*) to investigate, apparent or suspected *Corrupt Conduct* that would amount to a violation of the *Anti-Corruption Code*.
 - 1.5.4** to submit to the exclusive jurisdiction of the *Ombudsman* to hear and determine charges brought by the *BCCI* that the *Participant* has committed *Corrupt Conduct* under this *Anti-Corruption Code*; and/or related issues.
 - 1.5.5** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the *Ombudsman*.
 - 1.5.6** for the purpose of Article 4.3, to have consented to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of the *Anti-Corruption Code* (and that he/she will confirm such agreement in writing upon demand); and
 - 1.5.7** to waive, and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold or reject the provision of information requested by the *Designated Anti-Corruption Official* in a *Demand*.
- 1.6** Each *Participant* shall continue to be bound by and be required to comply with the *Anti-Corruption Code* until he/she has not participated (in the case of a *Player*) or assisted in a *Player's* participation (in the case of a *Player Support Personnel*) or officiated (in the case of an *Umpire* or *Match Referee*) or been appointed to support an *Umpire* or *Match Referee* (in the case of an *Umpire Support personnel*) in a *Domestic Match*, *International Match* or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association* for a period of twenty-four (24) months. The *BCCI* shall continue to have jurisdiction over him/her under this *Anti-Corruption Code* thereafter in respect of matters taking place prior to that point.
- 1.7** Without prejudice to Articles 1.4 and 1.5, the *BCCI* (through the *ACU BCCI*) shall be responsible for promoting *Anti-Corruption Code* awareness and education amongst *Participants*.
- 1.8** This *Anti-Corruption Code* also requires *Participants* in *International Matches* and *Participants* in *Domestic Matches* played even in the territory of any other *National Cricket Federation* or *Member Cricket Association* not to commit *Corrupt Conduct* in respect of *Domestic Matches*

played in the *BCCI's* territory. By virtue of agreeing to be bound by the *ICC Anti-Corruption Code* or the anti-corruption rules of any other *National Cricket Federation* (as applicable), each such *Participant* is deemed also to have agreed to be bound by this *Anti-Corruption Code* and to submit to the jurisdiction of the *BCCI* to investigate, and *Ombudsman* to hear and determine, any allegation by the *BCCI* that he has committed *Corrupt Conduct* in respect of *Domestic Matches* played in the *BCCI's* territory or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*.

- 1.9** The conduct prohibited under this *Anti-Corruption Code* may also be a criminal offence and/or a breach of other applicable laws or regulations (including the *ICC Anti-Corruption Code* and/or anti-corruption rules of other *National Cricket Federations*). This *Anti-Corruption Code* is intended to supplement such laws and regulations with further rules of professional conduct and not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. *Participants* must comply with all applicable laws and regulations at all times.
- 1.10** Where a *Participant's* alleged *Corrupt Conduct* would amount to a violation both of this *Anti-Corruption Code* and of the anti-corruption rules of any other *National Cricket Federation* and/or of the *ICC Anti-Corruption Code*:
- 1.10.1** if the alleged *Corrupt Conduct* is in respect of one or more *Domestic Matches* played in the *BCCI's* territory or any other territory, the *BCCI* will have the first right and responsibility to take action against the *Participant*, under this *Anti-Corruption Code*;
- 1.10.2** if the alleged *Corrupt Conduct* is in respect of one or more *Other Domestic Matches* played in the other *National Cricket Federation's* territory, the other *National Cricket Federation* (subject to provision contained in Article 1.10.5) will have the first right and responsibility to take action against the *Participant*, under the relevant anti-corruption rules of the *National Cricket Federation*, and the *BCCI* will not take action against the *Participant* for such *Corrupt Conduct* under this *Anti-Corruption Code* unless the other *National Cricket Federation* so agrees, or the other *National Cricket Federation* fails or refuses to take action itself within a reasonable time. It is clarified that the *BCCI* shall be entitled to recognise the final decision taken by the other *National Cricket Federation* in respect of any *Participant* and take suitable steps against such *Participant* under its own rules and regulations to implement the same;
- 1.10.3** if the alleged *Corrupt Conduct* is in respect of one or more *International Matches*, the *ICC* will have the first right and responsibility to take action against the *Participant*, under the *ICC Anti-Corruption Code*, and the *BCCI* will not take action against the *Participant* under this *Anti-Corruption Code* for such *Corrupt Conduct* unless the *ICC* so agrees. It is clarified that in the event the *ICC* takes action against the *Participant*, under the *ICC Anti-Corruption Code*, the final decision of the *ICC* shall be binding on the *BCCI* and the *BCCI* shall take such steps under its own rules and regulations in accordance with the final decision of the *ICC*; and
- 1.10.4** if the alleged *Corrupt Conduct* is in respect of one or more *Domestic Matches* played in the *BCCI's* territory and in respect of one or more *International Matches* and/or one or more *Other Domestic Matches* played in another *National Cricket Federation's* territory, the *BCCI* and the *ICC* and/or the other *National Cricket Federation* (as applicable) shall agree between them which of them shall take action against the *Participant* (and in the event of a failure to agree, the *ICC* will determine which of them shall take action). Subject to provisions of sub-Article 1.10.5 below, it is clarified that in the event the *ICC* determines that the other

National Cricket Federation shall take action, the BCCI shall be entitled to recognise the final decision taken by the other National Cricket Federation in respect of any Participant and take suitable steps against such Participant under its own rules and regulations to implement the same.

- 1.10.5** Notwithstanding anything contained in the Code if the alleged *Corrupt Conduct* is in respect of one or more Matches forming part of the IPL the *BCCI* will have the first right and responsibility to take action against the *Participant*, under the *Anti-Corruption Code* irrespective of where such *Matches* are played.
- 1.10.6** if the alleged *Corrupt Conduct* is in respect of one of more Matches forming part of a tournament organized by or falling within the jurisdiction of the *BCCI* or of a Member Cricket Association, the *BCCI* will have the sole right and responsibility to take action against the Participant under the *Anti-Corruption Code* irrespective of where such *Matches* are played.

ARTICLE 2 OFFENCES UNDER THE ANTI-CORRUPTION CODE

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

2.1 Corruption:

- 2.1.1** Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any *Match* or *Event* including (without limitation) by deliberately underperforming therein.
- 2.1.2** Ensuring for *Betting* or other corrupt purposes the occurrence of a particular incident in a *Domestic Match* or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*.
- 2.1.3** Seeking, accepting, offering or agreeing to accept any bribe or other *Reward* to: (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any *Match* or *Event*; or (b) ensure for *Betting* or other corrupt purposes the occurrence of a particular incident in a *Domestic Match* or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*.
- 2.1.4** Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.1

2.2 Betting:

- 2.2.1** Placing, accepting, laying or otherwise entering into any *Bet* with any other party (whether individual, company or otherwise) in relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.
- 2.2.2** Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to enter into a *Bet* in relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.

2.3 Misuse of Inside Information:

- 2.3.1** Using any *Inside Information* for *Betting* purposes in relation to a *Domestic Match* or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*.
- 2.3.2** Disclosing *Inside Information* to any person where the *Participant* knew or should have known that such disclosure might lead to the information being used in relation to *Betting* in relation to a *Domestic Match* or in a *Match* organized by or falling within the jurisdiction of the *BCCI* or a *Member Cricket Association*.

NOTE: Any potential offence under the Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose *Inside Information*: (a) to journalists or other members of the media; and/or (b) on social networking websites where the *Participant* knew or should 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 a family) where it is reasonable for the *Participant* to expect that such information can be disclosed in confidence and will not be subsequently used for *Betting*.

- 2.3.3** Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.3.

2.4 General:

- 2.4.1** Giving or providing to any *Participant* any gift, payment, hospitality or other benefit (whether of a monetary value or otherwise) either (a) for the purpose of procuring (directly or indirectly) any breach of the *Anti-Corruption Code*, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute.
- 2.4.2** Failing to disclose to the *ACU BCCI* (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit (a) that the *Participant* knew or should have known was given to him/her to procure (directly or indirectly) any breach of the *Anti-Corruption Code*, or (b) that was made or given in circumstances that could bring the *Participant* or the sport of cricket into disrepute.
- 2.4.3** Failing to disclose to the *ACU BCCI* (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a *Participant* that have a value of INR 50,000/- or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of a close friend or relative of the *Participant*; (ii) any food or beverage gifts; or (iii) cricket hospitality gifts in connection with *Matches* the *Participant* is participating in.

NOTE: for the purpose of any disclosures made pursuant to either Article 2.4.2 or 2.4.3 such disclosures must be made to the *ACU BCCI* which shall keep a register of such disclosures.

- 2.4.4** Failing to disclose to the ACU BCCI (without unnecessary delay) full details of any approaches or invitations received by the *Participant* to engage in *Corrupt Conduct* under the *Anti-Corruption Code*.

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

NOTE: A Participant shall not discharge his burden under this Article unless and until the required disclosure has been made directly to the ACU BCCI by such Participant. It is not sufficient for such disclosure to be made to any other third party, including any player, team official or Member Cricket Association representative.

- 2.4.5** Failing to disclose to the ACU BCCI (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a *Participant* that may evidence *Corrupt Conduct* under the *Anti-Corruption Code* by another *Participant*, including (without limitation) approaches or invitations that have been received by another *Participant* to engage in *Corrupt Conduct* under the *Anti-Corruption Code*.

NOTE: All Participants have a continuing obligation to report any new incident, fact, or matter that may evidence Corrupt Conduct to the ACU BCCI, even if the Participant's prior knowledge has already been reported. It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which the ACU BCCI and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is always unacceptable (and will therefore constitute 'unnecessary delay') for a Participant to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the ACU BCCI.

- 2.4.6** Failing or refusing, without compelling justification, to cooperate with any investigation carried out by the *Designated Anti-Corruption Official* (or his/her designee) in relation to possible *Corrupt Conduct* under the *Anti-Corruption Code* (by any *Participant*), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the *Designated Anti-Corruption Official* (or his/her designee)(whether as part of a formal *Demand* pursuant to Article 4.3 or otherwise) as part of such investigation.

- 2.4.7** Obstructing or delaying any investigation that may be carried out by the ACU BCCI in relation to possible *Corrupt Conduct* under the *Anti-Corruption Code* (by any

Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of *Corrupt Conduct* under the *Anti-Corruption Code*.

- 2.4.8** Failing or refusing to cooperate with any proceedings brought against any *Participant* for *Corrupt Conduct* under the *Anti-Corruption Code*, including (without limitation) failing to provide a witness statement(s) in respect of information in the possession of the *Participant* and/or failing to attend, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before the *Ombudsman* under the *Anti-Corruption Code*, where requested by the *ACU BCCI*.
- 2.4.9** Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.4
- 2.5** For the purposes of this Article 2:
- 2.5.1** Any attempt by a *Participant*, or any agreement by a *Participant* with any other person, to act in a manner that would culminate in the commission of an offence under the *Anti-Corruption Code*, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in such offence.
- 2.5.2** A *Participant* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in Articles 2.1 – 2.4 committed by his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions by him/herself and shall be liable accordingly under the *Anti-Corruption Code*.
- 2.5.3** Where a *Participant* seeks to rely on the existence of 'compelling justification' to justify or excuse conduct under the *Anti-Corruption Code* which might otherwise amount to an offence (see Article 2.4.6), the burden shall be on that *Participant* to adduce sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances.
- 2.6** The following are not relevant to the determination of an offence under the *Anti-Corruption Code* (although they may be relevant to the issue of the sanction to be imposed under Article 5 in the event that it is determined that an offence has been committed):
- 2.6.1** Whether or not the *Participant* was participating, or involved in any way in the specific *Match* (es) or *Event* (s) in question.
- 2.6.2** The nature or outcome of any *Bet*(s) on the *Match* (es) or *Event* (s) in question.
- 2.6.3** The outcome of the *Match* (es) or *Event*(s) in question.
- 2.6.4** Whether or not the *Participants'* efforts or performance (if any), in the *Match*(es) or *Event*(s) in question were (or could be expected to be) affected by the acts or omissions in question.
- 2.6.5** Whether or not any of the results in the *Match*(es) or *Event*(s) in question were (or could be expected to be) affected by the act or omissions in question.

2.7 It shall be a valid defence to a charge of;

2.7.1 any offence under the *Anti-Corruption Code* to prove, on the balance of probabilities, that the alleged offence was committed (and that, where applicable, it was not reported to the *ACU BCCI* thereafter) due to the *Participant's* honest and reasonable belief that there was a serious threat to his/her life or safety or to the life **or safety of any other person; and**

2.7.2 an offence under Article 2.4.8 of the *Anti-Corruption Code* if the *Participant* adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each *Participant* and shall not be a sufficient reason).

ARTICLE 3 STANDARD OF PROOF AND EVIDENCE

3.1 Unless otherwise stated elsewhere in the *Anti-Corruption Code*, the burden of proof shall be on the *BCCI* in all cases brought under the *Anti-Corruption Code* and the standard of proof shall be whether the *Ombudsman* is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

3.2 The following rules of proof shall be applicable at the hearing:

3.2.1 The *Ombudsman* shall not be bound by the rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means including admissions and circumstantial evidence.

3.2.2 The *Ombudsman* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal as irrefutable evidence of those facts against the *Participant* to whom the decision pertained, unless the *Participant* establishes that the decision violated principles of natural justice.

3.2.3 The *Ombudsman* may draw an inference adverse to a *Participant* who is asserted to have committed an offence under the *Anti-Corruption Code* based on his/her refusal, without compelling justification, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or by video or telephone link, as directed by the *Ombudsman*) and to answer any relevant questions.

ARTICLE 4 INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS

4.1 Any allegation or suspicion of a breach of this *Anti-Corruption Code*, whatever the source, shall be referred to the *Designated Anti-Corruption Official* (or his/her designee) for investigation and possible charge in accordance with Article 4.5.

- 4.2 The *Designated Anti-Corruption Official* (or his/her designee) may at any time conduct enquiries/investigations into the activities of any *Participant* who he/she believes may have committed an offence under the *Anti-Corruption Code*. Such enquiries/investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, the ICC, other *National Cricket Federations*, *Member Cricket Associations*, *IPL Teams* and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities) and all *Participants* must cooperate fully with such enquiries/investigations, failing which any such *Participant* shall be liable to be charged with a breach of the *Anti-Corruption Code* pursuant to Articles 2.4.6, 2.4.7, 2.4.8 and/or 2.4.9 (and it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination, which privilege is deemed to have been waived by the *Participant*). The *ACU BCCI* shall have discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by *ICC Anti Corruption Unit* and/or other relevant authorities.
- 4.3 As part of any such enquiries/investigation, the *Designated Anti-Corruption Official* may at any time (including after a *Notice of Charge*) make a written demand to any *Participant* (a “**Demand**”) to provide the *ACU BCCI*, in writing and/or by answering questions in person at an interview and/or by allowing the *ACU BCCI* to take possession of and/or copy or download information from his/her *Mobile Device(s)* (as the *Designated Anti-Corruption Official* elects) with any information that the *Designated Anti-Corruption Official* reasonably believes to be relevant to the investigation. Such information may include (without limitation): (a) 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 or other information storage equipment or any consent forms related thereto); (b) any data and/or messages and/or photographs and/or videos and/or audio files and/or documents or any other relevant material contained on his/her *Mobile Device(s)* (including but not limited to, information stored through SMS, WhatsApp of any other messaging system); and/or (c) all of the facts and circumstances of which the *Participant* is aware with respect to the matter being investigated. Provided that any such Demand has been issued in accordance with this Article and subject to any applicable principles of national law, the *Participant* shall cooperate fully with such *Demand*, including by furnishing such information within such reasonable period of time as may be determined by the *Designated Anti-Corruption Official*. 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. Where appropriate, the *Participant* may seek an extension of such deadline by providing the *Designated Anti-Corruption Official* (or his/her designee) with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be in the discretion of the *Designated Anti-Corruption Official* (or his/her designee), acting reasonably at all times.
- 4.4 Any information furnished to the *Designated Anti-Corruption Official* (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 the *Anti-Corruption Code* and will be kept strictly confidential except when:
- 4.4.1 it becomes necessary to disclose such information in support of a charge of breach of the *Anti-Corruption Code* or the anti-corruption rules of *ICC* and/or any *National Cricket Federation*;
- 4.4.2 such information is required to be disclosed by any applicable law;
- 4.4.3 such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match*; and/or

- 4.4.4 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.
- 4.5 All *Participants* must co-operate with the *ACU BCCI* in relation to any proceedings brought against any other *Participant* for *Corrupt Conduct* in breach of the *Anti-Corruption Code*, including (without limitation) through the provision of a witness statement(s) in respect of information in the possession of the *Participant* and/or attending, for the purposes of providing truthful oral evidence, any hearing convened before the *Ombudsman* under the *Anti-Corruption Code*, where requested by the *ACU BCCI*, failing which the non-cooperating *Participant* shall be liable to be charged with a breach of the *Anti-Corruption Code* pursuant to Article 2.4.8. In light of the waiver contained in Article 2.7.2, it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination.
- 4.6 The *ACU BCCI* shall report to the *Ombudsman* from time to time the results of any enquiries/investigations under this *Anti-Corruption Code*. If on the receipt of the enquiry report, the *Ombudsman* determines that there is a case to answer under Article 2, then the *Participant* shall be sent written notice ("**Notice of Charge**") of the following:
- 4.6.1 that the *Participant* has a case to answer under Article 2;
- 4.6.2 the specific offence(s) that the *Participant* alleged to have committed;
- 4.6.3 details of the alleged acts and/or omissions under the *Anti-Corruption Code* if the charge is admitted or upheld.
- 4.6.4 that if the *Participant* wishes to exercise his/her right to a hearing before the *Ombudsman* (whether to contest liability or sanction or both), he/she must submit a written request for a hearing that explains how the *Participant* responds to the charge(s) and the basis of such response. To be effective, the request must be received within fourteen (14) days of the *Participant's* receipt of *Notice of Charge*.
- 4.7 Provisional Suspension:
- 4.7.1 Where either (a) the *Ombudsman* decides to charge a *Participant* an offence under the *Anti-Corruption Code* or (b) the *Ombudsman* considers that there are other exceptional circumstances relevant to a *Participant* (for example, where any relevant police authority has arrested and/or charged a *Participant* with an offence under any relevant criminal law in respect of facts or circumstances that may also constitute an offence under the *Anti-Corruption Code*), he/she shall have discretion, in circumstances where he/she considers that the integrity of the sport could otherwise be seriously undermined the *Provisionally Suspend* the *Participant* pending the *Ombudsman's* determination of whether he/she has committed an offence. And decision to *Provisionally Suspend* the *Participant* will be communicated to the *Participant* in writing, with a copy sent at the same time to the *Member Cricket Association* or the *National Cricket Federation* to which the *Participant* is affiliated.
- 4.7.2 No *Participant* who is the subject of *Provisional Suspension* may, during the period, play, coach or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned,

recognised or supported in any way by the *BCCI*, the *ICC*, a *National Cricket Federation*, a *Member Cricket Association*, or any member under the jurisdiction of a *Member Cricket Association*, any member of a *National Cricket Federation*, any *IPL Team* or receive accreditation to provide media or other services at any official venue or *Match*. The *ICC*, other *National Cricket Federations*, other *Member Cricket Associations*, the *IPL Teams* shall take all reasonable steps within their powers to give effect to this Article 4.7.2 to the extent that they have the jurisdiction, power or ability to do so.

- 4.7.3** None of the *Participant(s)* shall be entitled to be represented by any lawyer. If, despite due notice, any *Participant* fails to submit any cause or submits insufficient cause, the *Ombudsman* shall after providing reasonable opportunity of hearing to the *Participant(s)* concerned, take appropriate action. In the event any *Participant* refuses and or fails to appear despite notice, the *Ombudsman* shall be at liberty to proceed ex-parte on the basis of the available records and evidence. The place of hearing shall be decided by the *Ombudsman* from time to time.
- 4.7.4** The adjudication should be completed within six (6) months.
- 4.7.5** The *Ombudsman* shall announce his decision in writing, with reason, so soon as possible after, and, in any event, within thirty (30) days of the conclusion of the hearing.
- 4.8** The *Ombudsman's* decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

ARTICLE 5 SANCTIONS

- 5.1** Where a breach of the *Anti-Corruption Code* is admitted by the *Participant* or upheld by the *Ombudsman*, the *Ombudsman* will be required to impose an appropriate sanction upon the *Participant* from the range of permissible sanctions described in Article 5.2. In order to determine the appropriate sanction that is to be imposed in each case, the *Ombudsman* must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:
- 5.1.1** aggravate the nature of the offence, including (without limitation):
- 5.1.1.1** a lack of remorse on the part of the *Participant*;
 - 5.1.1.2** the *Participant's* bad previous disciplinary record (including where the *Participant* has been found guilty of another offence under the *Anti-Corruption Code* and/or any predecessor regulations of the *BCCI* and/or any anti-corruption rules of any *National Cricket Federation*;
 - 5.1.1.3** where the amount of any profits, winnings or other *Reward* directly or indirectly received by the *Participant* as a result of offence(s) is substantial and/or where the sums of money otherwise involved in the offence(s) were substantial;
 - 5.1.1.4** where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or interest in the relevant *Match(es)*;

- 5.1.1.5 where the offence affected (or had the potential to affect) the result of the relevant *Match(es)*;
 - 5.1.1.6 where the welfare of a *Participant* or any other person has been endangered as a result of the offence;
 - 5.1.1.7 where the offence involved more than one *Participant*; and/or
 - 5.1.1.8 any other aggravating factor(s) that the *Ombudsman* considers relevant and appropriate.
- 5.1.2 mitigate the nature of the offence, including (without limitation):
- 5.1.2.1 any admission of guilt (the mitigating value of which may depend upon its timing);
 - 5.1.2.2 the *Participant's* good previous disciplinary record;
 - 5.1.2.3 the youth and/or lack of experience of the *Participant*;
 - 5.1.2.4 where the *Participant* renounced the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.
 - 5.1.2.5 where the *Participant* has cooperated with the *ACU BCCI* and any investigation or *Demand* carried out by it;
 - 5.1.2.6 where the offence did not substantially damage (or have the potential to substantially damage) the commercial value, integrity of results and/or the public interest in the relevant *Match(es)*;
 - 5.1.2.7 where the offence did not affect (or have the potential to affect) the result of the relevant *Match(es)*;
 - 5.1.2.8 where the *Participant* provides *Substantial Assistance* to the *BCCI*, *ICC*, and other *National Cricket Federation*, a criminal authority, or a professional disciplinary body;
 - 5.1.2.9 where the *Participant* has already suffered under other laws and/or regulations for the same offence; and/or
 - 5.1.2.10 any other mitigating factor(s) that the *Ombudsman* considers relevant and appropriate.
- 5.2 Having considered all the factors in Articles 5.1.1 and 5.1.2, *the Ombudsman* shall then determine, in accordance with the following table, what the appropriate sanction(s) should be:

ANTI-CORRUPTION CODE OFFENCE	RANGE OF PERMISSIBLE PERIOD OF <i>INELIGIBILITY</i>	ADDITIONAL DISCRETION IMPOSE A FINE	TO
Articles 2.1.1, 2.1.2, 2.1.3 or 2.1.4 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.		

Articles 2.2.1 or 2.2.2 (Betting)	A minimum of one (1) year and a maximum of five (5) years.	<p>AND, IN ALL CASES:</p> <p>the <i>Ombudsman</i> shall have the discretion to impose a fine on the <i>Participant</i> up to a maximum of the value of any <i>Reward</i> received by the <i>Participant</i> directly or indirectly, out of, or in relation to, the offence committed under this <i>Anti-Corruption Code</i>.</p>
Articles 2.3.1 or 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)	A minimum of one (1) year and a maximum of five (5) years.	
Articles 2.3.2 or 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of inside information)	A minimum of six (6) months and a maximum of five (5) years.	
Articles 2.4.1 to 2.4.6, inclusive (General)	A minimum of six (6) months and a maximum of five (5) years).	
Articles 2.4.7 to 2.4.9 inclusive (General)	Any period up to a maximum of five (5) years.	

5.3 For the avoidance of doubt:

- 5.3.1 the *Ombudsman* has no jurisdiction to adjust, reverse or amend the results of any *Match*;
- 5.3.2 where a *Participant* is found guilty of committing two offences under the *Anti-Corruption Code* in relation to the same incident or set of facts, the (save where ordered otherwise by the *Ombudsman* for good cause shown) and multiple periods of *Ineligibility* imposed should run concurrently (and not cumulatively);
- 5.3.3 where a fine and/or costs award is imposed against a *Participant*, such fine and/or costs award must be paid: (a) by the *Participant* (and not, unless the *BCCI* agrees by any other third party, including a *Member Cricket Association*); (b) directly to the *BCCI* no later (subject to Article 5.7) than one calendar month following receipt of the decision imposing the fine; and
- 5.3.4 the *BCCI* will provide the *Member Cricket Association* or the National Cricket Federation, as the case maybe, of the *Participant* with written notice (and a full written copy of) the findings and decisions of the *Ombudsman* (including and sanctions imposed by the *Ombudsman*) at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.

5.4 Any period of *Ineligibility* imposed on a *Participant* shall commence on the date of that decision imposing the period of *Ineligibility* is issued; provided that any period of *Provisional Suspension* served by the *Participant* shall be credited against the total period of *Ineligibility* to be served.

- 5.5** No *Participant* who has been declared *Ineligible* may, during the period of *Ineligibility*, play, coach, officiate or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *BCCI*, the *ICC*, a *National Cricket Federation*, a *Member Cricket Association*, any member of a *Member Cricket Association*, any *IPL Team* or any member of a *National Cricket Federation* or receive accreditation to provide media or other services at any official venue or *Match*. The *ICC*, other *National Cricket Federations*, other *Member Cricket Associations* and the *IPL Teams* shall take all reasonable steps within their powers to give effect to this Article 5.5 to the extent that they have the jurisdiction, power or ability to do so.
- 5.6** A *Participant* who is subject to a period of *Ineligibility* shall remain subject to this *Anti-Corruption Code*, the *ICC Anti-Corruption Code* and the anti-corruption rules of all other National Cricket Federations, during that period. If a *Participant* commits *Corrupt Conduct* during a period of *Ineligibility*, this shall be treated as a separate offence and new proceedings will be brought pursuant to Article 4.5. of this *Anti-Corruption Code*.
- 5.7** Once any period of *Ineligibility* has expired, the *Participant* will automatically become re-eligible to participate (in the case of a *Player*) or assist a *Player's* participation (in the case of a *Player Support Personnel*) in *Matches* and *Events* provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the *Designated Anti-Corruption Official* (or his/her designee); (b) satisfied, in full, any fine and/or award of costs made against him/her by the *Ombudsman*; (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the *Designated Anti-Corruption Official* (or his/her designee) may reasonably consider necessary given the nature and scope of the offence committed.

ARTICLE 6 PUBLIC DISCLOSURE AND CONFIDENTIALITY

- 6.1** Save in exceptional circumstances where the *BCCI* (acting reasonably) deems it necessary for the purpose of protecting the integrity of the sport and/or any of its *Participants* (for example in circumstances where there is significant damaging and/or incorrect media speculation), neither the *BCCI*, nor any *Member Cricket Association* shall publicly identify any *Participant* who is being investigated or is alleged to have committed an offence under the *Anti-Corruption Code* until he/she has been formally charged pursuant to Article 4.6 at which point it shall be entitled to publicly announce the name of the *Participant* and the offences with which he/she has been charged. Thereafter, the *BCCI* will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the *Participant* involved in the case or his/her representatives or where necessary to preserve the public's confidence in the ability of the *BCCI* and/or the *Member Cricket Association* to fight corruption in sport.
- 6.2** Once the *Ombudsman* has issued its decision in respect of the charges brought under the *Anti-Corruption Code*:
- 6.2.1** If the decision that an offence has been committed: (a) the decision may, at the *BCCI's* discretion, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, the *BCCI* may also publish such other parts of the proceedings before the *Ombudsman* as the *BCCI* thinks fit.
- 6.2.2** If the decision exonerates the *Participant* then the decision may be publicly reported only with the consent of the *Participant*. The *BCCI* shall use reasonable efforts to obtain such consent, and (if consent is obtained) shall publicly disclose the decision in its entirety or in such redacted form as the *Participant* may approve.

- 6.3** The *BCCI* shall use its best endeavours to ensure that persons under its control do not publicly identify *Participants* who are alleged to have committed an offence under this *Anti-Corruption Code* other than in accordance with Articles 6.1 and 6.2, unless and until the *Ombudsman* has determined that an offence has been committed, and/or the offence has been admitted. However, the *BCCI* in its discretion may at any time disclose to other organisations such information as the *BCCI* may consider necessary or appropriate to facilitate administration or enforcement of the *Anti-Corruption Code*, provided that each organisation provides assurance satisfactory to the *BCCI* that the organisation will maintain all such information in confidence.

ARTICLE 7 RECOGNITION OF DECISIONS

- 7.1** Decisions and sanctions of the ICC shall be recognised, respected and enforced by the *BCCI* in the geographical jurisdiction of the *BCCI* automatically upon receipt of notice of the same, without the need for further formality.
- 7.2** Decisions and sanctions of the *BCCI* that are within the jurisdiction of the *BCCI*'s jurisdiction shall be recognised and respected by the *ICC*, and other *National Cricket Federations* (including in respect of any matches, tournaments or other events sanctioned by such *National Cricket Federation*), automatically upon receipt of notice of the same, without the need for further formality.
- 7.3** IPL Teams, *Member Cricket Associations* and their members shall comply with the *Anti-Corruption Code* and take all necessary and reasonable steps within their powers to recognize, enforce, extend and give effect to all decisions taken and *Provisional Suspensions* and sanctions imposed under the *Anti-Corruption Code* within their own jurisdictions, without the need for further formality. This shall include (without limitation), where it has the jurisdiction to do so, requiring the organizers of any *Matches*, tournaments or other events sanctioned by the *Member Cricket Association* to recognize and give effect to such decisions and *Provisional Suspension* and sanctions.

ARTICLE 8 LIMITATION PERIODS

- 8.1** No action may be commenced under the *Anti-Corruption Code* against a *Participant* for an offence under the *Anti-Corruption Code* more than ten years after the date that the offence occurred.
- 8.2** Subject strictly to Article 8.1, the *BCCI* has the right (but no obligation) to suspend investigations temporarily under this *Anti-Corruption Code* to avoid prejudice to, and/or to give precedence to, investigations conducted by other relevant authorities into the same or related matters.

ARTICLE 9 AMENDMENT AND INTERPRETATION OF THE ANTI-CORRUPTION CODE

- 9.1** This *Anti-Corruption Code* may be amended from time to time by the *BCCI*.
- 9.2** The headings used for the various Articles of this *Anti-Corruption Code* are for the purpose of guidance only and shall not be deemed to be part of the substance of this *Anti-Corruption Code* or to inform or affect in any way the language of the provisions to which they refer.
- 9.3** This *Anti-Corruption Code* shall come into full force and effect on the date referred to at the start of this document (the "**Effective Date**"). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor versions of the *Anti-Corruption Code* or other relevant rules of the *BCCI*. Nor shall its substantive provisions apply retrospectively to matters pending before the *Effective Date*; instead any case pending prior to the *Effective*

Date, or brought after the *Effective Date* but based on acts or omissions that occurred before the *Effective Date*, shall be governed (a) as to substance, by the predecessor *Anti-Corruption Code* that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case; and (b) as to procedure, by this *Anti-Corruption Code*.

- 9.4** With this *Anti-Corruption Code* coming into full force and effect on the *Effective Date*, the provisions of the *BCCI Anti Corruption Code* effective as from 1st October 2012 stand amended from the *Effective Date*.
- 9.5** If any Article or provision of this *Anti-Corruption Code* is ruled to be invalid, unenforceable or illegal for any reason, it shall be deemed deleted, and this *Anti-Corruption Code* shall remain otherwise in full force and effect.
- 9.6** This *Anti-Corruption Code* is governed by and shall be construed in accordance with Indian Law. Strictly without prejudice to the provisions of Articles 5 of this *Anti-Corruption Code*, disputes relating to this *Anti-Corruption Code* shall be subject to the exclusive jurisdiction of the Indian Courts.

APPENDIX 1 - DEFINITIONS

Anti-Corruption Code. This Anti-Corruption Code promulgated by the *BCCI* on the *Effective Date* as may be revised by *BCCI* in its sole discretion from time to time.

ACU BCCI. Anti-Corruption Unit of the *BCCI* or its designee

Associate Member. Any *National Cricket Federation* with associate member status of the *ICC*.

BCCI. The Board of Control for Cricket in India or its designee

BCCI Official. Any individual working for *BCCI* in any capacity.

Bet. Any wager, bet or other form of financial speculation, and *Betting* is the carrying out of such activity.

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

Commissioner. The person appointed by the *Ombudsman*, to conduct the preliminary enquiry in relation to any disciplinary proceedings.

Corrupt Conduct. Any act or omission that would amount to an offence under Article 2 of this *Anti-Corruption Code*

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. The person appointed by the *BCCI* to fulfill the duties set out in this *Anti-Corruption Code*.

Head ACU. An appointee of the *BCCI* with supervisory responsibilities in relation to the *Anti-Corruption Code*.

Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match', as those terms are defined in the *ICC Classification of Official Cricket* (as amended from time to time) including all matches organized by the *BCCI*, all matches forming part of the Indian Premier League.

Effective Date. As defined in Article 9.3.

Event. Any competition, tournament, tour, or equivalent that involves one or more *Matches*.

Franchisee. The entity that owns a franchise/*Team* in the *IPL* or in a *Team* affiliated with an *Event* organized by any *Member Cricket Association*.

Full Member. Any *National Cricket Federation* with full member status of the *ICC*.

ICC. The International Cricket Council or its designee.

ICC Anti-Corruption Code. The *ICC Anti-Corruption Code for Participants* as amended from time to time.

ICC Events. Each of the following: (a) the ICC Cricket World Cup; (b) the ICC World Twenty20; (c) the ICC Champions Trophy; (d) the ICC World Cricket League Divisions 1-8 (inclusive), together with any regional qualifying events thereto; (e) the ICC Women's Cricket World Cup; (f) the ICC Under 19 Cricket World Cup; (g) the ICC World Cup Qualifying Tournament; (h) the ICC Women's Cricket World Cup Qualifying Tournament, together with any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament, together with any regional qualifying events thereto; (k) the ICC Intercontinental Cup and Shield; and (l) any other event organized or sanctioned by the ICC from time to time to which the ICC deems it appropriate that the *ICC Anti-Corruption Code* should apply.

Indian Premier League or IPL. The Twenty20 cricket league which has been established by BCCI;

Ineligibility. Means the *Participant* is barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article.5.2

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

International Match. Any of the following (in men's and women's cricket): (a) any Test Match, One Day International Match or Twenty20 International Match; (b) any Match played as part of an ICC Event; (c) any International Tour Match; or (d) any other Match organised or sanctioned by the ICC from time to time to which the ICC deems that the *ICC Anti-Corruption Code* should apply.

International Tour Match. Any *Match* played between a representative team of a *Full Member* (or *Associate Member* with Test and/or ODI or T20I Status) and any domestic, guest or invitational team.

IPL Central Accreditation. The accreditation provided by BCCI to persons by which such persons become entitled inter alia to access to all Match Venues of the *IPL*.

IPL Team. Any team that participates in the *IPL*.

Match. A cricket match of any format and duration in length in which two cricket teams compete against each other.

Match Referee. Any independent person (a) who is appointed (or who has been appointed in the preceding twenty-four (24) months) by the *BCCI* or *Member Cricket Association*, as the case maybe, as the official match referee for a designated *Domestic Match* or a *Match* featuring an *IPL Team* or a *Match* organized by or falling within the jurisdiction of a *Member Cricket Association* whether such Match Referee carries out his/her functions remotely or otherwise, and/or (b) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code*, *ICC Anti Corruption Code* and/or any other anticorruption rules of any National Cricket Federation.

Member Cricket Association. A full member, associate member or affiliate member of the BCCI as contained in its Memorandum and Rules and Regulations.

Mobile Device. Any portable device (including, without limitation, a personal digital assistant (PDA), blackberry, mobile phone, iPhone, iPad, iWatch or smart watch) which is capable of

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

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

Notice of Charge. As defined in Article 4.6

Ombudsman. As defined in the *BCCI Memorandum of Association and Rules and Regulation of BCCI.*

Other Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match', as those terms are defined in the ICC Classification of Official Cricket (as amended from time to time) organized by a *National Cricket Federation* other than the *BCCI.*

Owner. in relation to a Franchisee shall have the meaning as contained in the relevant franchise agreement signed between that Franchisee and BCCI and/or in the relevant franchise/sponsor agreement signed between that Franchisee/Sponsor and *Member Cricket Association.*

Participant. As defined in Article 1.4

Pitch Curator Any individual who acts as a pitch curator or a groundsman (or who has acted in such capacity at any time in the preceding twenty-four (24) months) at any stadium or venue affiliated (whether through a *Member Cricket Association, club, district or otherwise*) to BCCI

Player. As defined in Article 1.4.1;

Player Agent. Any individual who acts in any way (or who has acted in such capacity at any time in the preceding twenty-four (24) months) in the capacity of an agent, representative, adviser or otherwise in relation to the negotiation, arrangement, registration or execution of any employment or commercial agreement for a *Player*, irrespective of whether such individual is registered or licenced to perform such activity with BCCI or not.

Player Support Personnel. As defined in Article 1.4.2

Provisional Suspension. *The Participant being temporarily barred from participating in the sport of cricket pending determination of a charge that he/she has committed an offence under the Anti Corruption Code, as set out more specifically in Article 4.7.*

Reward. Any direct or indirect financial or other benefit (other than official prize money and/or contracted payments under playing, service, endorsement, sponsorship or other such similar contracts).

Substantial Assistance. For the purposes of Article 5.1.2.8, a *Participant* must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this *Anti-Corruption Code* and equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the *BCCI* or other relevant body. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

Team. Any cricket team that participates in any *Match/Event* that is subject to this *Anti Corruption Code*

Team Official means either:

- (a) any person who (i) has been provided an *IPL Central Accreditation* or an *accreditation equivalent to the IPL Central Accreditation* on behalf of a *Team* or *Franchisee* and (ii) is a director, secretary, officer, management staff, employee, coach, physio (or other medical personnel) or duly authorised (express or implied) agent of a *Team* or *Franchisee* or a consultant to or other person serving in any official capacity for a *Team* or *Franchisee*

and/or

- (b) Any *Owner*.

Umpire. Any umpire (including any on-field umpire, television umpire, third or fourth umpire) appointed (by the *BCCI*, *Member Cricket Association* or any other relevant party) to officiate in any *Domestic Match* and/or in a *Match* organized by or falling within the jurisdiction of a *Member Cricket Association*.

Umpire Support Personnel. Any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for *Umpires* and *Match Referees* during a *Domestic Match* and/or in a *Match* organized by or falling within the jurisdiction of a *Member Cricket Association*) or umpire coaches appointed (by the *BCCI* or any other relevant party) to support the *Umpires* and/or *Match Referees*.