

# RFU REGULATIONS

## **RFU REGULATION 17 - ANTI-CORRUPTION AND BETTING**

### **17.1 Introduction and Scope**

- 17.1.1 This Regulation 17 establishes a set of regulations and sanctions to apply across the Game at International level and Contracted Player level with which all persons involved in those levels are required to comply.
- 17.1.2 Definitions that are applicable to this Regulation 17 are either set out in RFU Regulation 17.2 below or will bear the same meaning as those defined in the World Rugby Regulations.
- 17.1.3 This Regulation 17 shall be interpreted and applied by reference to the fundamental sporting imperatives set out in World Rugby Regulation 6.1.3 in preference of any strict legal and/or technical interpretation which may be proposed.
- 17.1.4 This Regulation 17 is in addition to the provisions set out in World Rugby Regulation 6 (Anti-Corruption and Betting). All Connected Persons are automatically bound by and required to comply with all of the provisions of this Regulation 17, World Rugby Regulation 6 and such other RFU, World Rugby and other Unions' Rules and Regulations as may be applicable from time to time.
- 17.1.5 In addition to Regulation 17.1.4, by their involvement in the Game, Connected Persons shall:
- (a) Be deemed to have agreed that it is their responsibility to read and ensure that they understand all of the provisions of these regulations and to comply therewith.
  - (b) Be deemed to have agreed that they have a duty to inform all of their associates (which may include family and non-family members) as appropriate of the scope and application of these regulations to those associates.
  - (b) Be deemed to have agreed to submit to the authority of the RFU and the World Rugby to adopt, apply, monitor and enforce these regulations.
  - (e) For the purposes of applicable data protection laws, be deemed to have consented to the collection, processing, disclosure and use of information (including without limitation personal information) relating to themselves and their activities for the purposes of the operation, implementation, monitoring and enforcement of this Regulation 17 and World Rugby Regulation 6 (including to the sharing of information with third parties as set out in World Rugby Regulation 6), and shall confirm such agreement in writing upon demand.
  - (f) Consent in writing to continue to be bound by and are required to comply with this Regulation 17 and World Rugby Regulation 6 for a period of six months following the cessation of their duties in relation to the Game and shall confirm such agreement in writing upon demand.
  - (g) Consent in writing to waive and forfeit any rights, defences and/or privileges

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afforded by any law in any jurisdiction to withhold information requested as part of any investigation under RFU Regulation 17 and/or World Rugby Regulation 6.

## 17.2 Definitions

The definitions set out below apply to this Regulation 17. In the event of any inconsistency between these definitions and those set out in World Rugby Regulation 1, then these definitions shall prevail for the purposes of this Regulation 17.

**Anti-Corruption Breach** Any breach of RFU Regulation 17 and/or World Rugby Regulation 6. For the avoidance of doubt an Anti-Corruption Breach shall also constitute Misconduct.

**Anti-Corruption Officer** Such person (or his/her nominee) appointed from time to time by the RFU to be the RFU Anti-Corruption Officer.

**Attempt** An act(s) and/or omission(s) which is more than mere preparation and which constitutes a real and substantial step(s) (individually or cumulatively) towards the commission of an Anti-Corruption Breach (in circumstances where, save for the Attempt itself, the Anti-Corruption Breach was not committed and/or completed and notwithstanding whether the person(s) involved was aware that the act(s) and/or omission(s) may amount to an Anti-Corruption Breach). Where an Attempt is renounced by the perpetrator by way of making a report to the Anti-Corruption Officer prior to such Attempt being discovered by a third party this may be taken into account by the relevant judicial officer, disciplinary committee and/or appeal committee to reduce the sanction which may otherwise have been applicable. Renunciation and/or withdrawal shall not be relevant save where the foregoing conditions are met nor shall prevention and/or impossibility and/or ineptitude be relevant in relation to an Attempt.

**Benefit** Any direct and/or indirect monetary and/or non-monetary bribe(s), gain(s), benefit(s), gift(s) and/or advantage(s), including, without limitation, winnings and/or potential winnings as a result of a Bet(s). The foregoing shall not include official prize money and/or legitimate contractual payments connected to rugby-related services, sponsorship or endorsements and/or similar payments.

**Bet** Placing, accepting, laying and/or otherwise entering into any form of wager, bet and/or financial speculation in the expectation of a prize of monetary value, subject to a future occurrence related to an Event (or any aspect thereof). The foregoing shall include, without limitation, a wager, bet and/or financial speculation on a number of events or occurrences (for example, a multi-bet or accumulator bet). A Prohibited Bet shall be any conduct in contravention of Regulation 17.3.1.

**Connected Person** Any International Player, Contracted Player, International Match Official, Contracted Player Support Personnel, any coach, trainer, selector, health professional, analyst, team official, administrator, owner, shareholder, director, executive, staff member and/or any other person involved with and/or engaged in relation to the Game by a Union or its National Representative Team and shall include any Union/Association/World Rugby panel of Match Officials at International Match and/or Contracted Player level, Disciplinary Personnel, any Agent and/or representative of an International Player, Contracted Player or Contracted Player Support Personnel and/or family member and/or associate of any of the foregoing (to the extent that such family member/associate falls under the jurisdiction of a Union, Rugby Body and/or the Board) and/or any other individual or entity involved in the organisation, administration and/or promotion of the Game at International Match

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and/or Contracted Player level and/or the training of persons participating in the Game at International Match and/or Contracted Player level.

**Connected Event** An Event which a Connected Person and/or the National Representative Team and/or Union/Association/World Rugby Match Official panel (as applicable) is involved with, connected to or engaged with. For the avoidance of doubt where the Event is, for example, an International Match forming part of an International Tournament and/or Series of International Matches, every other International Match in that International Tournament and/or Series of International Matches shall also be a Connected Event.

**Contracted Player Support Personnel** A Connected Person who is involved with and/or engaged by a Contracted Player, a Club, Rugby Body, team and/or Event which includes Contracted Players and shall include the teammates and opponents of Contracted Players, the Match Officials and Disciplinary Personnel appointed to an Event which includes Contracted Players, the support personnel of such Contracted Players and Match Officials and the directors, officers and personnel of Unions, Clubs and Rugby Bodies which engage Contracted Players (and including without limitation the owners of Clubs and Rugby Bodies, save where the owner is a Union).

**Disciplinary Personnel** A judicial officer, Citing Commissioner, disciplinary committee, appeal committee, judicial committee and/or post-hearing review body member, disciplinary officer, and/or anti-doping and/or other disciplinary personnel as may be appointed from time to time by the RFU or the World Rugby under their respective disciplinary regulations.

**Event** A Match, tournament, Series of Matches, league, and/or competition at any level of the Game including, for the avoidance of doubt, a Connected Event.

**Fix** Fixing, contriving in any way and/or otherwise influencing improperly the outcome of an Event and/or any aspect of an Event and/or being party to any effort to fix, contrive in any way and/or otherwise influence improperly the outcome or any aspect of an Event. The foregoing shall include, without limitation, improperly ensuring that a particular incident(s) takes place or does not take place during an Event(s) or at a particular time or juncture during an Event(s) and improperly manipulating the scoring or any other aspect of an Event(s).

**Inside Information** Any non-public information relating to any Event including any aspect thereof that a Connected Person possesses by virtue of his position within the Game. Such information includes, but is not limited to, relevant information regarding a Participant(s), conditions, tactic(s) and/or strategy(ies), selection, injury(ies), and/or any other information relating to the likely performance of a Participant(s) and/or outcome of an Event including any aspect thereof, and/or any other relevant information in relation to an Event which is known by a Connected Person(s) but which is not already published or a matter of public record, which is not readily acquired by an interested member of the public and/or disclosed according to the rules and regulations governing the Event.

**International Player** A Player who participates in an International Match(es).

**Match Official** A referee, assistant referee, touch judge, television match official, in-goal referee, fourth and fifth match official and any other person involved in the officiating of a Match. An International Match Official is a Match Official who officiates (or has officiated) in an International Match(es).

**Mobile Communications Device** Any device, electronic or otherwise, which may be used to communicate with another person remotely and without significant delay including, without limitation, telephones, computers, pagers, personal digital assistants, tablet computers, handheld transceivers and any similar device hereinafter invented.

**Multi-Sports Games** The Olympic Games (including the Youth Olympic Games), the Commonwealth Games (including the Youth Commonwealth Games), the Pan-Pacific Games, the Asian Games and all other similar events featuring the Game along with at least two other sports.

**Participant** A Player, Match Official, Union, National Representative Team and/or team involved in an Event(s).

**World Rugby Anti-Corruption Officer** Such person (or his/her nominee) appointed from time to time by the World Rugby to be the World Rugby Anti-Corruption Officer.

### **17.3 Anti-Corruption Breaches**

A Connected Person commits an Anti-Corruption Breach if he engages in and/or Attempts to engage in any of the conduct set out in Regulations 17.3.1 to 17.3.4 and/or commits any other breach of the requirements of these Anti-Corruption Regulations. Accordingly, it is not necessary that intent, fault, negligence and/or knowing commission of an Anti-Corruption Breach on the Connected Person's part be demonstrated in order to establish that an Anti-Corruption Breach has been committed.

#### **17.3.1 Prohibited Betting**

All Connected Persons

- (a) No Connected Person shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome or any aspect of any Connected Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (b) No Connected Person shall and/or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other party to Bet and/or Attempt to Bet on the outcome or any aspect of any Connected Event, subject to 17.3.8 below.

Contracted Player(s) and Contracted Player Support Personnel

- (c) No Contracted Player or Contracted Player Support Personnel shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome and/or any aspect of any Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (d) No Contracted Player or Contracted Player Support Personnel shall and/or shall Attempt, directly or indirectly, to solicit, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other person to Bet and/or Attempt to Bet on the outcome or any aspect of any Event, subject to 17.3.8 below.

Connected Persons involved in Multi-Sport Games

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- (e) No Connected Person involved in Multi-Sport Games shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome and/or any aspect of any Multi-Sport Games (including other sports) and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (f) No Connected Person involved in Multi-Sport Games shall and/or shall Attempt, directly or indirectly, to solicit, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other person to Bet and/or Attempt to Bet on the outcome or any aspect of that Multi-Sport Game, subject to 17.3.8 below.

### 17.3.2 Corruption Related to Fixing

No Connected Person shall:

- (a) Fix (as defined above) and/or Attempt to Fix.
- (b) Or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree, give, pay for, receive and/or facilitate a Benefit to Fix and/or Benefit to Attempt to Fix.
- (c) For Benefit fail to perform to the best of his abilities (including in the future) in relation to an Event(s) including any aspect thereof.
- (d) Solicit, offer, induce, entice, instruct, persuade and/or encourage another Connected Person to fail to perform to the best of their abilities in relation to an Event(s).

### 17.3.3 Misuse of Inside Information

No Connected Person shall or shall Attempt directly or indirectly to:

- (a) Use Inside Information for the purposes of Betting whether by themselves or by or via another person and/or entity;
- (b) Disclose Inside Information to any person (with or without Benefit) before and/or during an Event where the Connected Person knows and/or may reasonably be expected to know that disclosure of the Inside Information could be used in relation to Betting.

*Note: This Regulation shall not prohibit a disclosure of Inside Information to the general public at large (for example without limitation, in a live media interview or in the news section of a Union's website) such that the information thereby ceases to be Inside Information nor shall it prohibit a disclosure of Inside Information to a close personal associate provided that the Connected Person is aware of and complies with Regulation 6.1.3(b) and where in the circumstances it is reasonable for the Connected Person to expect that the Inside Information can be disclosed in confidence and that it will not be used in relation to Betting. Subject to the foregoing, this Regulation shall prohibit a disclosure, for example, to journalists, members of the media, online social network contacts and/or other persons where the Connected Person knows and/or may reasonably be expected to know that disclosure of the Inside Information could be used in relation to Betting.*

- (c) Give and/or receive Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).
- (d) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).
- (e) Solicit, offer, induce, entice, instruct, persuade, encourage, pay for and/or facilitate the breach of any of the foregoing provisions of this Regulation 17.3.3.

#### **17.3.4 General Corruption Offences**

No Connected Person shall and/or shall Attempt directly or indirectly to:

- (a) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit in relation to an Event improperly and/or in circumstances which the Connected Person knows and/or may reasonably be expected to know could bring the Connected Person and/or the Game into disrepute and/or may pose a threat to the integrity of the Game.
- (b) Obstruct and/or delay any investigation by the Anti-Corruption Office and/or tamper with, obstruct, delay, and/or destroy any evidence, potential evidence, documentation and/or information which may be relevant to an Anti-Corruption Breach (actual or potential) and/or an investigation into corruption or potential corruption or pursuant to these Anti-Corruption Regulations.
- (c) Associate in a professional or sport-related capacity with an Unsuitable Person (as defined in World Rugby Regulations).

#### **17.3.5 Responsibilities of Connected Persons**

- (a) Connected Persons shall report to the Anti-Corruption Officer at the first available opportunity full details of any approach, invitation, offer, solicitation, inducement, enticement, instruction, persuasion, encouragement, payment and/or facilitation to them and/or to any other Connected Person of which they have knowledge with respect to Prohibited Betting and/or Attempted Prohibited Betting, Fixing, Attempted Fixing, the provision of Inside Information for such purposes and/or any other conduct, information and/or credible suspicion in relation to any conduct which may breach any provision of and/or be relevant with respect to these Anti-Corruption Regulations and/or which may otherwise pose a threat to the integrity of the Game. For the avoidance of doubt, Connected Persons shall be required to report any new information or suspicion pursuant to the foregoing including in circumstances where the Connected Person has already made a report to the Anti-Corruption Officer and/or is aware that a report has been made by another person and/or is otherwise aware that the matter has come to the attention of the Anti-Corruption Officer.
- (b) In the event that a Connected Person fails to comply with Regulation 17.3.5(a) the Connected Person shall be liable to receive the same sanction, as if s/he had committed the Anti-Corruption Breach himself.
- (c) Upon request by the Anti-Corruption Officer and one of either the RFU Legal & Governance Director or RFU Head of Discipline, Connected Persons shall cooperate fully, accurately and promptly with and shall provide all necessary assistance to the Anti-Corruption Officer with respect to any matter pursuant to

this Regulation 17 (including answering the questions of and furnishing the Anti-Corruption Officer with, all relevant and/or requested documentation and information, including, without limitation, any Mobile Communications Devices, Mobile Communications Device records, bank account, credit card and transaction details, betting account records, internet and email records, computers and hard drives and other electronic information storage devices and documents and associated login/password details as applicable. Connected Persons shall ensure that such items and/or documents are available and/or can be obtained.

- (d) Connected Persons shall attend any hearings (either in person or by telephonic means) as directed by the RFU save where they have not been given reasonable notice and/or where they have other compelling justification to not attend.
- (e) Connected Persons shall, make all efforts within their power to ensure that their family members/associates and shall themselves, keep all matters related to a report pursuant to Regulation 17.3.5(a) and/or to a request pursuant to Regulation 17.3.5(c) and/or any other proceedings pursuant to this Regulation 17 save as otherwise required in accordance with RFU Regulations, World Rugby Regulations and/or such applicable laws and/or regulations.
- (f) The World Rugby may issue a direction prohibiting and/or restricting the use of Mobile Communications Devices on the day of an International Match for certain Connected Persons involved with the conduct of the International Match (without prejudice to the ability of a Union or Tournament Organiser to issue such a direction in its own jurisdiction) and in such case all Connected Persons shall comply with the direction(s).
- (g) Connected Persons involved in a Multi-Sports Games shall not breach any rules and/or regulations with respect to betting and/or corruption of those Multi-Sports Games.
- (h) For the avoidance of doubt a failure to comply with any aspect of this Regulation 17.3.5 shall constitute an Anti-Corruption Breach.

17.3.6 The following shall not be relevant to the determination as to whether an Anti-Corruption Breach has been committed (although they may be relevant to the issue of the appropriate sanction to be imposed pursuant to Regulation 6.10):

- (a) Whether the Connected Person who is alleged to have committed an Anti-Corruption Breach was participating in the particular Event(s) in relation to which the conduct is alleged;
- (b) The nature and/or outcome of any Bet(s) in issue;
- (c) Whether or not any Benefit was actually given or received;
- (d) The outcome of the Event(s) and/or any aspect thereof in relation to which such Bet(s) was made;
- (e) An absence of or unusual evidence with respect to a Connected Person's lack of effort and/or poor or unusual performance in an Event and/or aspect thereof (however, any such evidence may be offered to support an allegation regarding a breach of these Anti-Corruption Regulations);

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- (f) Whether or not a Connected Person's efforts or performance (if any) in relation to the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question; and/or
- (g) Whether or not any of the results and/or aspects of the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question.
- (h) Whether or not the outcome of the Event and/or any aspect thereof on which the Bet was made or intended to be made;
- (i) Whether or not the manipulation included a violation of a technical rule and/or regulation of World Rugby, a Union and/or the Tournament Organiser; and
- (j) Whether or not the Event was attended by a representative of the Union, Association, Tournament Organiser, World Rugby or other competent authority.

17.3.7 It shall be a valid defence by a Connected Person to an allegation of an Anti-Corruption Breach that the Connected Person has: (i) promptly made a report in accordance with Regulation 17.3.5(a); and/or (ii) demonstrates that such conduct was the result of a significant threat to the life and/or safety of the Connected Person or another person.

17.3.8 A Club may be permitted to enter into arrangements (whether via a betting company or an insurance company) to limit its financial exposure and insure against the effect and payment of win bonuses and/or potential loss of revenue relating to Connected Events, subject in each case to receiving the prior written approval of the RFU Legal & Governance Director and the transaction being entered into prior to the commencement of the Match to which the transaction relates.

17.3.9 Any form of aid, abetment and/or attempt by a Connected Person that could culminate in an Anti-Corruption Breach shall be treated as if an Anti-Corruption Breach had been committed, whether or not such an act in fact resulted in an Anti-Corruption Breach and/or whether that Anti-Corruption Breach was committed deliberately or negligently.

## **17.4 Investigations**

17.4.1 The Anti-Corruption Officer may conduct investigations into the activities of any Connected Person that he/she reasonably suspects may have committed an Anti-Corruption Breach. Such investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, the World Rugby, Unions, Tournament Organisers and/or other relevant authorities (including criminal, administrative, professional and/or judicial authorities) and all Connected Persons and Unions must cooperate fully with such investigations and failure to cooperate with any such investigation may itself constitute Misconduct. The Anti-Corruption Officer shall have discretion, where he/she deems it appropriate, to stay their own investigation pending the outcome of investigations being conducted by a Union and/or other relevant authorities.

17.4.2 In connection with any investigation, if any two of the Anti-Corruption Officer, RFU Legal & Governance Director and RFU Head of Discipline reasonably suspect that a Connected Person (or a third party whose actions may be imputed to a Connected Person) has committed an Anti-Corruption Breach, they may make a written demand to the Connected Person (a 'Demand') to provide any such information that is reasonably related to the alleged Anti-Corruption Breach, including, without limitation:

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- (a) Copies or access to all records relating to the alleged breach (such as without limitation Mobile Communications Devices, Mobile Communication Device records, bank account, credit card and transaction details, internet and email records, betting account records, computer hard drives and other electronic information storage devices and documents and associated login/password details as applicable; and/or
- (b) A written statement made by the Connected Person setting out in detail all of the facts and circumstances of which the Connected Person is aware with respect to the alleged Anti-Corruption Breach.

17.4.3 The Connected Person shall cooperate fully with any such Demand, including by furnishing such information within such reasonable period of time as may be determined by the RFU Head of Discipline, which ordinarily, should be no earlier than fourteen (14) days of the Connected Person's receipt of the Demand. Where appropriate, the Connected Person may seek a reasonable extension of time from the RFU Head of Discipline by providing the Anti-Corruption Officer with clear and justifiable reasons to support such an extension. Failure to comply with the provisions of such Demand shall constitute an Anti-Corruption Breach.

## **17.5 Disciplinary**

17.5.1 Any breach, allegation or suspicion of a breach, and such other disciplinary matter arising in relation to this Regulation 17 shall be referred to the Anti-Corruption Officer and the RFU Head of Discipline. If the RFU Head of Discipline decides that there is a case to answer and that a charge should be brought, the matter will be dealt with in accordance with RFU Regulation 19.

17.5.2 Where appropriate, the RFU Head of Discipline shall be entitled to refer any disciplinary matter arising in relation to this Regulation 17 and/or World Rugby Regulation 6 to the World Rugby or to another Union for the matter to be dealt with in accordance with the World Rugby's or such other Union's disciplinary regulations. Any such referral made pursuant to this Regulation 17.5.2 shall not preclude the RFU from undertaking its own disciplinary action as set out in Regulation 17.5.1 above.

## **17.6 Sanctions**

17.6.1 Where it is determined that an Anti-Corruption Breach has been committed, the range of sanctions applicable to an Anti-Corruption Breach are set out in Regulation 17.6 below. Should there be a delay between a decision in relation to liability and sanction, a Disciplinary Panel shall have the power to impose any provisional sanction (as they see fit) pending the decision in relation to sanction. The sanctions set out below shall be applied in place of any recommended sanctions set out in RFU Regulations and the mitigating and aggravating factors set out in World Rugby Regulation 6 shall apply.

17.6.2 The range of sanctions applicable to an Anti-Corruption Breach is set out hereunder.

<b>BREACH</b>	<b>RANGE OF SANCTIONS PER OFFENCE</b>	<b>ADDITIONAL SANCTIONS</b>
Prohibited Betting (Reg. 6.3.1)	Minimum: reprimand and/or warning  Maximum: Life Suspension	<b>AND (in all cases)</b> The Judicial Committee or Judicial Officer shall have the discretion to impose a fine on the Connected Person arising out of, or in connection with the Anti-Corruption Breach(es)  <b>AND (in all cases)</b> Appropriate further options including without limitation the cancellation of sports results/events, demotion, points reduction, return of rewards, replay of fixtures (for example in cases of Match Official corruption) where risk of fraud has been established or identified, withdrawal of accreditation, exclusion from Match venues and/or official Player environs, as appropriate
Corruption Related to Fixing (Reg. 6.3.2)	Minimum: reprimand and/or warning  Maximum: Life Suspension	
Misuse of Inside Information (Reg. 6.3.3)	Minimum: reprimand and/or warning  Maximum: Life Suspension	
General Corruption Offences (Reg. 6.3.4)	Minimum: reprimand and/or warning  Maximum: Life Suspension	