



Anti-Corruption and Betting Policy

Effective from [1 January] 2018

For information regarding this Anti-Corruption and Betting Policy, please contact:

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PART 1 – INTRODUCTION AND APPLICATION OF THE POLICY

1.1 Why have this Policy?

- 1.1.1 It is a World Rugby requirement that each Union has anti-corruption regulations at the national level that reflect the principles of World Rugby Regulation 6 (Anti-Corruption and Betting) (**Regulation 6**).
- 1.1.2 Rugby Australia Limited (**Rugby AU**) has adopted this Anti-Corruption and Betting Policy (**Policy**) in recognition of this requirement and the following fundamental sporting imperatives:
- a) all Matches should be contested on a level-playing field, with the outcome and all aspects of each Match to be determined solely by the merits of the competing Players and teams and their respective coaching, medical and other player support personnel;
 - b) public confidence in the authenticity and integrity of the sporting contest is of paramount importance; if that confidence were to be undermined, the Game would be fundamentally affected;
 - c) persons who are or who seek to be involved in the Game should be of suitable character, reflecting the integrity, reputation and spirit of the Game; and
 - d) the expansion of betting markets and market interest has led to a significant increase in the amount and the different types of Wagers being placed on the Game. This raises the risk of third parties attempting to corrupt Participants and for persons within the Game seeking to gain from corrupt betting practices.

1.2 Who does this Policy apply to?

- 1.2.1. This Policy applies to and is binding on all on-field and off-field Participants involved in the Game, whether they are acting in a paid or voluntary and/or formal or informal capacity, including:
- a) all Players;
 - b) Match Officials;
 - c) selectors, coaches, trainers, managers, medical officers, athletic performance members or other team officials;
 - d) any individual involved in the organisation, administration or promotion of the Game including a director, other officer, employee or volunteer of a Rugby Body;
 - e) Player Agents; and
 - f) RUPA employees.
- 1.2.2. This Policy will continue to apply to a person for a 6-month period after they have ceased their association, registration, membership or employment within the Game.
- 1.2.3. This Policy is published at <http://www.aru.com.au/runningrugby/PolicyRegister.aspx> and may be updated by Rugby AU from time to time. All Participants are responsible for familiarising themselves with the contents of this Policy. Rugby AU will make education modules available to all Participants.

1.3 Are there different obligations depending on the level of the Game?

- 1.3.1. Yes. Whilst the obligations are largely mirrored across all levels of the Game, there are several additional obligations for Participants in professional and certain semi-professional Events. One example of this is that Participants in non-professional Events cannot bet on their own competition, whilst Participants in professional and certain semi-professional Events are unable to place a Wager on **any** Game of Rugby, anywhere in the world, at any level.
- 1.3.2. It may be that a Participant is involved in Matches or Tournaments covered by both Part 2 – Participants of the Professional and Semi-Professional Game and Part 3 – Participants of the Non-Professional Game. For example, a Participant may be involved in the National Rugby Championship (covered by Part 2) AND the Shute Shield or Queensland Premier (or equivalent) competitions (covered by Part 3). In this example, the Participant is bound by Part 2 (and not Part 3) if they have been involved in a Match or Tournament covered by Part 2 in the past 12 months (see 2.1.1.).

1.4 How does this work practically?

The following examples illustrate who the Policy applies to and the obligations that apply to the different levels of the Game (for demonstrative purposes only):

- (a) a match day volunteer attendant at Easts Rugby Union Club, Brisbane cannot Wager on any Match in Queensland Premier Rugby, irrespective of whether the team he/she is involved with is playing in that Match;
- (b) a contracted Sevens player cannot Wager on any Game of Rugby, anywhere in the world, at any level including NRC, French Top 14 Rugby and Six Nations;
- (c) a Player Agent of a contracted Super Rugby Player cannot Wager on any Game of Rugby, anywhere in the world, at any level including on The Rugby Championship or Six Nations Matches;
- (d) a NSW Shute Shield Match Official cannot Wager on any Match in NSW Shute Shield competition, irrespective of whether he/she is officiating in that Match;
- (e) a physiotherapist for the Waratahs Under 20s cannot Wager on any Match, anywhere in the world, at any level including Sevens World Series matches and Rugby World Cup Matches.

1.5 How does the Policy interact with other laws and regulations?

- 1.5.1. Participants bound by this Policy are also subject to World Rugby Regulation 6. Under this regulation, World Rugby has the power assume the investigation and/or hearing of an alleged breach of this Policy.
- 1.5.2. In the event of any question or issue arising in connection with the interpretation and/or effect of the Policy, the Policy should be interpreted and given effect in a manner which is consistent with the spirit, scheme and intent of Regulation 6 found at: <http://www.worldrugby.org/regulations>).
- 1.5.3. Prohibited Conduct under this Policy may also be a criminal offence and/or breach of other applicable laws, regulations and policies including the National Policy on Match-fixing in Sport. This Policy is intended to supplement such laws, regulations and policies and is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Participants must comply with all applicable laws and regulations at all times.

PART 2 – PROHIBITED CONDUCT: PARTICIPANTS OF THE PROFESSIONAL AND SEMI-PROFESSIONAL GAME

2.1. Application of this Part

2.1.1. This Part applies to Participants who, in the previous 12 months, were involved in any of the following Events (**'Specified Events'**):

- a) International Matches, including Test Matches, international sevens Matches, and any other Match or Tournament which involves a representative team of a National Union, including international age grade matches (e.g. International U20s);
- b) Super Rugby Matches, including trials, exhibition Matches and any other Match or Tournament which involves at least one Super Rugby team (e.g. Brisbane Global Rugby Tens);
- c) National Rugby Championship Matches, including trials, exhibition Matches and any other Match or Tournament which involves at least one National Rugby Championship team;
- d) Super Under 20s Championship (or equivalent Event) including trials, exhibition Matches and any other Match or Tournament which involves at least one Super Under 20s team; and
- e) Any other Event advised by Rugby AU from time to time as falling within this list (as updated on <http://www.rugbyaustralia.com.au/runningrugby/PolicyRegister.aspx>).

For the purposes of this Part 2.1.1, the words 'involved in' are to be given the broadest possible meaning. By way of example only, any employee or volunteer of a Rugby Body is involved in a Specified Event if that Rugby Body fields a team in the Specified Event, regardless of whether the employee or volunteer has any direct involvement with the team or the Specified Event (e.g. a Rugby AU director is involved in Specified Events (including Test Matches, international sevens Matches and international age grade matches) notwithstanding that he/she has no direct involvement in the Specified Events or the teams participating in those Specified Events).

2.1.2. The conduct described below in Part 2.2, if committed by a Participant covered by this Part 2.1, amounts to a breach by that Participant of this Policy.

2.2. Prohibited conduct

2.2.1. Persons to whom this Part 2 applies, must not:

- a) place or Attempt to place a Wager on any Event, at any level of the Game, in any jurisdiction;
- b) receive any Benefit for being involved in a Fantasy Rugby Competition;
- c) Fix or Attempt to Fix, or contrive or attempt to contrive the result or the progress of any Event;
- d) for Benefit, fail to perform to the best of his/her abilities in relation to an Event including any aspect (e.g. 'spot-fixing') of an Event;
- e) use, or Attempt to use Inside Information for the purpose of Wagering or participating in a Fantasy Rugby Competition for Benefit whether by themselves or by another person or entity;

- f) disclose or Attempt to disclose, Inside Information to any person (with or without Benefit) where the Participant knows or may reasonably be expected to know that disclosure of the Inside Information could be used for the purpose of Wagering or participating in Fantasy Rugby Competitions for Benefit;
- g) do any of the following in relation to a Betting Operator:
 - i. support, promote or endorse a Betting Operator; or
 - ii. enter into any form of commercial relationship (including a Commercial Partnership) with a Betting Operator;
- h) act inconsistently with any direction by Rugby AU (in accordance with Part 6.1) prohibiting or restricting the use of Mobile Communications Devices;
- i) fail to report any approach or other activity which contravenes, or which may contravene this Policy;
- j) tamper with, obstruct, delay, and/or destroy any evidence, potential evidence, document and/or information which may be relevant to a breach of this Policy;
- k) fail to fully cooperate with any investigation or hearing relating to an alleged breach of this Policy;
- l) authorise, cause, knowingly assist, encourage, aid, abet, cover up or otherwise be complicit in any acts outlined in the foregoing clauses of this Part 2; or
- m) directly or indirectly solicit, induce, entice, persuade, encourage or intentionally facilitate any Participant to breach any of the above clauses of this Part 2.

PART 3 – PROHIBITED CONDUCT: PARTICIPANTS OF THE NON-PROFESSIONAL GAME

3.1. Application of this Part

3.1.1. This Part 3 applies to all Participants of the Game, not covered by Part 2.

3.1.2. The conduct described below in Part 3.2, if committed by a relevant Participant, amounts to a breach by that Participant of this Policy.

3.2. Prohibited conduct

3.2.1. Persons to whom this Part applies must not:

- a) place or Attempt to place a Wager on any Event that he/she is involved in;
- b) Fix or Attempt to Fix, or contrive or Attempt to contrive the result or the progress of any Event;
- c) for Benefit, fail to perform to the best of his/her abilities in relation to an Event including any aspect (e.g. 'spot-fixing) of an Event;
- d) use, or Attempt to use Inside Information for the purpose of Wagering whether by themselves or by another person or entity;
- e) disclose or Attempt to disclose, Inside Information to any person (with or without Benefit) where the Participant knows or may reasonably be expected to know that disclosure of the Inside Information could be used for the purpose of Wagering;
- f) fail to report any approach or other activity which contravenes, or which may contravene this Policy;
- g) tamper with, obstruct, delay, and/or destroy any evidence, potential evidence, document and/or information which may be relevant to a breach of this Policy;
- h) fail to fully cooperate with any investigation or hearing relating to an alleged breach of this Policy;
- i) authorise, cause, knowingly assist, encourage, aid, abet, cover up or otherwise be complicit in any acts outlined in the foregoing clauses of this Part; or
- j) directly or indirectly solicit, induce, entice, persuade, encourage or intentionally facilitate any Participant to breach any of the foregoing clauses of this Part.

For the purposes of this Part 3.2.1, the words 'involved in' are to be given the broadest possible meaning. By way of example only, a volunteer of a Rugby Body is involved in an Event if that Rugby Body fields a team in the Event, regardless of whether the volunteer has any direct involvement with the team or the Event (e.g. an individual who assists in an unpaid capacity with the off-field administration of his/her NSW Shute Shield club is involved in the Shute Shield competition (being an Event for the purposes of this Part 3.2.1)) and, under clause 3.2.1(a) is prohibited from placing a Wager on any Match in the Shute Shield competition, regardless of whether his/her club is playing and notwithstanding that he/she has no direct involvement in such Matches.

PART 4 – REPORTING, INVESTIGATIONS AND BREACH NOTICE

4.1. Reporting

- 4.1.1. Participants must immediately report to Rugby AU, either directly to the Anti-Corruption Officer or through the confidential Australian Rugby Speak-up Hotline, any incidents, facts or matters which may constitute a breach of the Policy. This includes any approach made to a Participant by any person (whether or not the person making the approach is a Participant) in relation to conduct contrary to this Policy.

4.2. Investigation by Anti-Corruption Officer

- 4.2.1. All allegations or suspicions of a breach of the Policy will be referred to the Anti-Corruption Officer for investigation.
- 4.2.2. The Anti-Corruption Officer may at any time investigate the activities of any Participant that he/she believes may have committed any offence under this Policy. The Anti-Corruption Officer may carry out such enquiries, examinations and interviews as he/she considers appropriate.
- 4.2.3. The Anti-Corruption Officer may make written demands to any Participant to provide any information which the Anti-Corruption Officer reasonably believes may be relevant to the investigation, including (without limitation) (a) copies or access to all relevant records (e.g. current or historic telephone records, banks statements, internet service records) and (b) the facts and circumstances within the Participant's knowledge with respect to the matter being investigated.
- 4.2.4. All Participants (whether or not they are suspected of a breach of the Policy) must co-operate fully with any investigation by the Anti-Corruption Officer, and/or the Anti-Corruption Tribunal and must, if requested to do so:
- a) attend any interview, either in person, by video link or by telephone;
 - b) answer truthfully any questions put to them; and/or
 - c) provide access to and/or produce all documents or items requested (including without limitation any Mobile Communications Devices and cloud based storage used in association with said devices);
- regarding any matter that is the subject of the investigation.
- 4.2.5. The Anti-Corruption Officer may furnish the World Rugby Anti-Corruption Officer with full details of an alleged or suspected Anti-Corruption Breach, and consult the World Rugby Anti-Corruption Officer with respect to any investigation.
- 4.2.6. The Anti-Corruption Officer may stay his/her own investigation pending the outcome of investigations being conducted by World Rugby or any relevant authorities into the same or related matters.
- 4.2.7. Any information furnished to Rugby AU will be used strictly in accordance with this Policy and will be kept confidential except where:
- a) Rugby AU deems it appropriate to disclose such information to World Rugby, another National Union, Member Union, Rugby Body or RUPA;
 - b) the information is required to be disclosed by any applicable law;

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- c) Rugby AU deems it necessary to disclose the information to other regulatory or competent authorities; or
- d) such information is already published or a matter of public record.

4.2.8 Where an investigation concludes that no Anti-Corruption Breach has occurred, the matter is at an end, and no further action will be taken in respect of the matter investigated, subject to any new relevant information coming to the notice of the Anti-Corruption Officer.

4.2.9 Notwithstanding anything else in the Policy, a Participant who is interviewed under suspicion, charged or arrested by a law enforcement agency in respect of a criminal offence that is, or may be considered to be, conduct amounting to an Anti-Corruption Breach under the Policy will not be required to produce any information, give any evidence or make any statement to the Anti-Corruption Officer if the Participant establishes that to do so would breach any privilege against self-incrimination or legal professional privilege.

4.3 Determination of Breach

4.3.1. Where the Anti-Corruption Officer forms the view that a breach of the Policy has occurred, whether as a consequence of an Rugby AU investigation undertaken in accordance with this Part or otherwise, and proposes that a sanction or penalty should be imposed in relation to that breach, the Player must be issued with a written Breach Notice in accordance with Part 4.4.

4.3.2. It is not necessary that intent, fault, negligence and/or knowledge of the commission of an Anti-Corruption Breach on the Participant's part be demonstrated in order to establish that an Anti-Corruption Breach has been committed.

4.3.3. The following will also not be relevant to the determination of 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 Part 5.10):

- a) whether the Participant 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 Wager in issue;
- c) whether or not any Benefit was actually given or received;
- d) an absence of evidence with respect to a Participant's lack of effort and/or poor or unusual performance in an Event and/or aspect of an Event (however, any such evidence may be offered to support an allegation regarding a breach of the Policy);
- e) whether or not a Participant's efforts or performances (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
- f) 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.

4.4. Breach Notice

4.4.1. If the Anti-Corruption Officer determines that a breach of this Policy has occurred in accordance with Part 4.3, the Participant must be sent a written notice of the alleged breach

outlining the following:

- a) that the Participant has allegedly breached the Policy;
- b) the specific offence(s) that the Participant is alleged to have committed;
- c) details of the alleged acts and/or omissions relied upon;
- d) the proposed sanction(s) applicable for the alleged offence(s) (in accordance with Part 5.10);
- e) if applicable, that the Participant is provisionally suspended pending the outcome of the matter; and
- f) that if the Participant wishes to exercise his/her right to a hearing before the Anti-Corruption Tribunal (whether to contest the alleged breach or sanction), he/she must submit a written request for a hearing that responds to the notice, in accordance with Part 4.6.

4.4.2. In determining a proposed sanction, the Anti-Corruption Officer will consider the factors in Part 5.10.1, as relevant.

4.5. Provisional Suspension

4.5.1. The Anti-Corruption Officer may provisionally suspend a Participant pending the completion of an investigation and any disciplinary proceedings arising from that investigation (including any Appeals Tribunal) if:

- a) he/she decides, acting reasonably, that the facts or circumstances in question have the potential to undermine the integrity of the game and/or bring the Participant, the Game, Rugby AU, SANZAAR, and/or World Rugby into disrepute; or
- b) any relevant criminal justice authority or professional disciplinary body is investigating or 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 this Policy.

4.5.2. While provisionally suspended, a Participant may not participate or be involved, in any capacity, in any Match or any other kind of function, event or activity that is authorised, organised, sanctioned, recognised or supported by any Member Union or Rugby Body.

4.6. Responding to a Breach Notice

4.6.1. A Participant has seven (7) days from the date of issue of the Breach Notice to respond in writing requesting a hearing before the Anti-Corruption Tribunal. A Participant may:

- a) deny the alleged breach; or
- b) admit the breach but contest the proposed sanction.

4.6.2. If the Participant fails to file a request for a hearing before the Anti-Corruption Tribunal in accordance with Part 4.6.1, then he/she is deemed to have:

- a) waived entitlement to a hearing;
- b) admitted that he/she has committed the breach(es) of this Policy alleged in the Breach Notice; and

- c) accepted the sanctions specified in the Breach Notice.
- 4.6.3. In the circumstances outlined above or where the Participant indicates that he/she admits to having committed the alleged offences and accepts the proposed sanction, a hearing before the Anti-Corruption Tribunal will not be required. The Anti-Corruption Officer will provide the Participant with written confirmation that the Participant has committed the offence(s) and outlining the applicable sanction.
- 4.6.4. Where the Participant requests a hearing in accordance with this Part 4.6, Rugby AU will establish an Anti-Corruption Tribunal and furnish it with all relevant information in accordance Part 5.2.3.

PART 5 – DISCIPLINARY PROCESS AND SANCTIONING

5.1 Principles of Procedural Fairness to Underpin Process

- 5.1.1 The following procedures will at all times be underpinned by the principles of procedural fairness and have been established in order to assist in providing fair and uniform disciplinary procedures for alleged breaches of the Policy.

5.2 Establishment and Composition of the Anti-Corruption Tribunal

- 5.2.1. Following a written request pursuant to Part 4.6.1, Rugby AU will establish the Anti-Corruption Tribunal to conduct a hearing in relation to the Participant's alleged breach of the Policy.

- 5.2.2. The Anti-Corruption Tribunal will consist of three members, being:

- a) as the Chairperson, a Senior Legal Practitioner chosen by Rugby AU (not being a Rugby AU employee) following consultation with RUPA (where the Participant is a Player who is a member of RUPA); and
- b) two independent representatives (not being Rugby AU employees) chosen by Rugby AU, who have appropriate knowledge and expertise for the subject matter of the hearing.

- 5.2.3. The Anti-Corruption Tribunal will be furnished with (at minimum) the following information:

- a) the name of the Participant who is alleged to have breached this Policy;
- b) all evidence collected by the Anti-Corruption Officer during his/her investigations in accordance with this Policy;
- c) the Breach Notice and the Participant's response to the Breach Notice; and
- d) this Policy.

5.3. Powers of the Anti-Corruption Tribunal

- 5.3.1 The Anti-Corruption Tribunal has the power to:

- a) appoint a secretary to the Anti-Corruption Tribunal for administrative purposes (who will be a Rugby AU employee instructed by the Anti-Corruption Tribunal);
- b) fully investigate any matter arising under the Policy;
- c) call any Participants or any other persons (whether or not associated with a Rugby Body) to attend a hearing and give evidence;
- d) call on experts to provide specialist advice, including legal advice.
- e) make a determination under the Policy; and
- f) issue any sanction or penalty.

5.4. Notice of Hearing

- 5.4.1. Once the Anti-Corruption Tribunal has been convened, the Chairperson must issue a notice to the Participant, Rugby AU and RUPA (if applicable) containing the following information:

- a) the date, time and location of the Anti-Corruption Tribunal hearing;

- b) the identity of the members of the Anti-Corruption Tribunal;
- c) the right for the Participant to be represented in relation to the alleged breach;
- d) if applicable, the right for the Player to contact RUPA in relation to the alleged breach; and
- e) the right to produce evidence and make submissions in relation to the sanctions and penalties available to be imposed upon them by the Anti-Corruption Tribunal.

5.4.2. The Participant must raise, within 48 hours of receipt of the Notice of Hearing, any legitimate objection that he/she may have to any of the members of the Anti-Corruption Tribunal. If an objection is made, the Chairperson of the Anti-Corruption Tribunal will rule on its legitimacy (or, if the objection relates to the Chairperson, the CEO of Rugby AU (or his/her nominee) will rule on its legitimacy).

5.5. Procedure of Anti-Corruption Tribunal

5.5.1. The Anti-Corruption Tribunal will have the power to regulate its own procedure. In regulating its procedure, the Anti-Corruption Tribunal must have regard to:

- a) the purpose of this Policy as set out in Part 1;
- b) the provisions of this Part 5.5; and
- c) the fact that the interests of the Game are best served by the timely and efficient resolution of the allegations against the Participant set out in the Breach Notice.

5.5.2. The following procedural guidelines must be adhered to:

- a) the following directions must be provided prior to the hearing:
 - i. Rugby AU must file with the Anti-Corruption Tribunal and serve on the Participant its submissions and evidence that it will seek to rely on during the hearing within the timeframe specified by the Anti-Corruption Tribunal; and
 - ii. after receiving Rugby AU's submissions and evidence, the Participant must file with the Anti-Corruption Tribunal and serve on Rugby AU its submissions and evidence that it will seek to rely on during the hearing within the timeframe specified by the Anti-Corruption Tribunal;
- b) to the extent practicable, the Anti-Corruption Tribunal must endeavour to conduct the hearing within 14 days from the day the Anti-Corruption Tribunal is convened;
- c) the hearing must be conducted with as little formality and with as much expedition as permitted by the nature of the matter;
- d) the hearing must be closed and private and the Anti-Corruption Tribunal will have the discretion as to who else can attend in addition to the parties to the hearing and their representatives;
- e) the parties must have the right to be represented by counsel at their own expense;
- f) all communications with the Anti-Corruption Tribunal must include the other party and be conducted through the secretary appointed to the Anti-Corruption Tribunal in accordance with Part 5.3.1(a);

- g) the proceedings at hearing must be recorded by way of stenography, audio recording and/or audiovisual recording. The record of the proceedings, and all paperwork, will be held by Rugby AU. In the event of an appeal from the determination of the Anti-Corruption Tribunal, copies of the record will be made available upon request;
 - h) save where the Anti-Corruption Tribunal orders otherwise for good cause shown by either party, the hearing (including all evidence) will be held in English. All costs associated with translation are to be borne by the party offering the evidence and certified translations must be submitted of any non-English documents put before the Anti-Corruption Tribunal; and
 - i) the decision must be timely, written and reasoned.
- 5.5.3. The Anti-Corruption Tribunal will endeavour to ensure that disciplinary proceedings are heard in the presence of the Participant, but nothing in this Policy or otherwise prevents the Anti-Corruption Tribunal hearing and determining disciplinary proceedings in the absence of the Participant where the Participant does not attend the hearing. In such circumstances, the Anti-Corruption Tribunal may take written representations made by or on behalf of the Participant into account when making its decision.
- 5.5.4. Subject to the other provisions of the Policy, the Participant may, at any time, admit to the breach(es) whether or not in exchange for an agreement with Rugby AU on the appropriate sanction to be imposed on him/her in order to avoid the need for a hearing before the Anti-Corruption Tribunal. Any such discussions between the Participant and Rugby AU are on a “without prejudice” basis and must take place in a manner that does not delay or interfere with the proceedings.
- 5.6. **Rules of Evidence**
- 5.6.1. The Anti-Corruption Tribunal are not bound by 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 (with appropriate weight ascribed to such evidence by the Anti-Corruption Tribunal).
- 5.6.2. The Anti-Corruption Tribunal must have full discretionary power to hear and receive such further evidence as it thinks fit (including expert evidence), provided it is established by the party wishing to lead such new evidence, that such evidence was not, on reasonable enquiry, available at the time that party’s initial evidence was served.
- 5.6.3. Those giving evidence may be subject to questioning from any member of the Anti-Corruption Tribunal. There is no right on the part of the Participant or his/her representative to cross-examine any witness. However, the Anti-Corruption Tribunal may permit cross-examination of that kind in exceptional circumstances and at its absolute discretion.
- 5.6.4. In any case where a witness required by the Anti-Corruption Tribunal refuses or fails to attend before the Anti-Corruption Tribunal, the Anti-Corruption Tribunal may decide whether or not to allow the evidence of that witness to be given in any other form.
- 5.7. **Burden and Standard of Proof**
- 5.7.1. The burden of proof will be on the party seeking to impose a sanction or penalty on the Participant and will be determined on the balance of probabilities.
- 5.7.2. In the event of an appeal in accordance with Part 5.11, the appellant bears the onus and burden of satisfying the Appeal Tribunal that the ground(s) of appeal have been made out.
- 5.8. **Costs**
- 5.8.1. The Rugby AU must ordinarily bear the cost of holding the hearing, including the travel, accommodation and/or costs of the Anti-Corruption Tribunal members and other witnesses called by the Anti-Corruption Tribunal, or Rugby AU, as well as the costs of interpretation, recording and/or transcription.

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5.8.2. The Participant must pay his/her own costs, including travel/accommodation costs for him/herself, his/her representatives and his/her witnesses (who are not the witnesses called by Rugby AU or Anti-Corruption Tribunal), as well as his/her legal costs.

5.9. Decisions of the Anti-Corruption Tribunal

5.9.1. In exercising its jurisdiction, the Anti-Corruption Tribunal will have the power to:

- a) determine the alleged breach of the Policy (as set out in the Breach Notice) has occurred and impose a suitable sanction or penalty;
- b) determine that the breach of the Policy (as set out in the Breach Notice) has not occurred and issue no sanction or penalty; and/or
- c) determine that a breach of the Policy other than what is set out in the Breach Notice has occurred and issue a suitable sanction or penalty or course of action, provided that the Anti-Corruption Tribunal has allowed the Participant a reasonable opportunity (which, if requested by a Participant, may include an adjournment) to make submissions and provide evidence in relation to the new alleged breach.

5.9.2. For the avoidance of doubt, the intention of Part 5.9.1(c) is to allow the Anti-Corruption Tribunal to make a determination on an alleged breach of the Policy other than what is set out in the Breach Notice and has emerged at any time after issuing said Notice, but only where the new alleged breach is materially related to the breach set out therein. Where any new alleged breach is not materially related to the breach set out in the Breach Notice and it is in the interests of procedural fairness that separate proceedings be commenced, Rugby AU must initiate separate proceedings.

5.9.3. When it considers it appropriate, the Anti-Corruption Tribunal may announce the substance of its decision to the parties (through whatever means it deems appropriate including delivering a short oral decision at the conclusion of the hearing) prior to the issue of the written, reasoned decision referred to in Part 5.9.5. For the avoidance of doubt, the time to appeal pursuant to Part 5.11. does not run until receipt of the written, reasoned decision.

5.9.4. The decision of the Anti-Corruption Tribunal must be advised to the parties in writing as soon as practicable after the conclusion of the hearing.

5.9.5. The written decision will set out and explain:

- a) with reasons, the Anti-Corruption Tribunal's findings as to whether any offence(s) under the Anti-Corruption Policy has/have been committed;
- b) with reasons, the Anti-Corruption Tribunal's findings as to what sanctions, if any, are to be imposed (including any fine and/or period of Ineligibility and (if applicable) any credit for the provisional suspension served);
- c) with reasons, the date that such period of Ineligibility commences pursuant to Part 5.10.2(b); and
- d) the rights of appeal.

5.9.6. Subject only to the rights of appeal under Part 5.11, the Anti-Corruption Tribunal's decision is the full, final and complete disposition of the matter and will be binding on all parties.

5.10. Sanctioning

5.10.1. Where the Anti-Corruption Tribunal finds, that the Participant has committed a breach of this Policy, it will be required to impose an appropriate sanction upon the Participant from the range of possible sanctions described in Part 5.10.2(a). In order to determine the appropriate

sanction that is to be imposed in each case, the Anti-Corruption Tribunal must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

- a) aggravate the nature of the offence, including (without limitation):
 - i. whether the Participant has a high degree of fault in relation to the Anti-Corruption Breach;
 - ii. whether the consequences of the Participant's conduct were reasonably foreseeable at the time the conduct took place;
 - iii. whether the Participant has previously been found guilty of an anti-corruption breach, or a breach of any misconduct regulations or a similar offence under any other laws and/or regulations, including regulations of World Rugby, Rugby AU, a National Union, a Member Union, a Rugby Body or another Sport;
 - iv. where the Participant's conduct would, if publicly known, cause reputational damage to Rugby AU, a Rugby Body, the Participant, the Game, a squad, team, competition, tournament or any other Participant;
 - v. where the amount of any Benefit, directly or indirectly received by the Participant in relation to any breach of this Policy, is substantial and/or where the sums of money otherwise involved in the Anti-Corruption Breach(es) were substantial;
 - vi. where the breach of this Policy substantially damaged (or had the potential to damage substantially) the commercial value and/or public interest in the relevant Event(s);
 - vii. where the breach of this Policy affected (or had the potential to affect) the result of the relevant Event(s);
 - viii. where the welfare of another Participant or any other person has been endangered as a result of the breach;
 - ix. where the Participant has not cooperated with any investigation and/or the process (notwithstanding that this may amount to a separate breach of this Policy);
 - x. any other aggravating factors adduced by the Rugby Body, Rugby AU or another person; or
 - xi. any other aggravating factor which the Anti-Corruption Tribunal determines is relevant to the circumstances of the case and which directly relates to the alleged breach set out in the Breach Notice;
- b) mitigate the nature of the offence, including (without limitation):
 - i. where the Participant has provided Substantial Assistance to Rugby AU, World Rugby, a criminal justice authority or a professional disciplinary body that results in Rugby AU and/or World Rugby and or another National Union discovering or establishing an offence under this Policy or equivalent regulations of World Rugby or a National Union by another Participant or that results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another Participant or third party;
 - ii. where the Participant has cooperated with the Anti-Corruption Officer and any investigation carried out by him/her and/or the Anti-Corruption Tribunal;
 - iii. whether there was a significant threat to the life and/or safety of the Participant or another person;

- iv. the presence and timing of an acknowledgement of culpability/wrong-doing by the Participant;
- v. the Participant's disciplinary record and/or character;
- vi. the youth and experience of the Participant;
- vii. the Participant's conduct prior to and at the hearing of the Anti-Corruption Tribunal;
- viii. whether the Participant has demonstrated remorse for his/her conduct including the timing of such remorse and any steps taken to rectify any wrongdoing;
- ix. where the offence did not substantially damage (or have the potential to substantially damage) the commercial value and/or the public interest in the relevant Match(es) or Event(s);
- x. where the Participant has already suffered penalties under other laws and/or regulations for the same offence;
- xi. any other mitigating factors adduced by the Participant, the Rugby Body, RUPA Rugby AU or another person; or
- xii. any other mitigating factor which the Anti-Corruption Tribunal determines is relevant to the circumstances of the case and which directly relates to the alleged breach set out in the Breach Notice.

5.10.2. Sanctions

- a) Should the Anti-Corruption Tribunal determine that the Participant has committed an offence under this Policy, the Anti-Corruption Tribunal will direct (taking into account the factors in Part 5.10.1), that the Participant be subjected to one or more of the following sanctions:
 - i. a verbal/written warning recorded against the Participant's name;
 - ii. a fine;
 - iii. a suspension (period of **Ineligibility**) from participating in Rugby up to a maximum of a life suspension;
 - iv. deregistration;
 - v. (if applicable) cancellation of any applicable accreditations;
 - vi. (if applicable) termination of the Participant's contract of employment;
 - vii. a direction to attend counselling or training to help rectify any potential ongoing behavioural or conduct issues; and/or
 - viii. a public apology.
- b) Any period of Ineligibility imposed on a Participant commences on the date that the decision imposing the period of Ineligibility is issued (provided that any credit relating to a served provisional suspension has been taken into account in accordance with Part 5.9.5(b)).

- c) 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 which is authorised, organised, sanctioned, recognised or supported in any way by Rugby AU, World Rugby, or SANZAAR.
- d) A Participant who is subject to a period of Ineligibility is subject to this Policy during that period. If a Participant commits Prohibited Conduct during a period of Ineligibility, it is to be treated as a separate offence and new proceedings may be brought subject to this Policy.
- e) Once any period of Ineligibility has expired, the Participant will automatically become re-eligible to register or seek accreditation to participate or be otherwise involved in Matches provided that he/she has first:
 - i. completed an anti-corruption training session to the reasonable satisfaction of the Anti-Corruption Officer;
 - ii. agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the Anti-Corruption Officer may reasonably consider necessary given the nature and scope of the offence committed;
 - iii. satisfied in full any fine and/or award of costs made against him/her by the Anti-Corruption Officer or Anti-Corruption Tribunal; and
 - iv. such other conditions imposed by the Anti-Corruption Officer.

5.11. Appeals

5.11.1. A Participant, Rugby AU or World Rugby has seventy-two (72) hours commencing from receipt of the written decision of the Anti-Corruption Tribunal Decision to appeal a decision made by the Anti-Corruption Tribunal under the Policy by:

- a) completing an "Application to Appeal" form at Appendix 2 of the Policy and providing it to Rugby AU; and
- b) paying the Appeal Fee to Rugby AU (in the case of an appeal by the Participant).

5.11.2. With respect to the determination or decision appealed from, the sole grounds of appeal are that:

- a) the decision was wrong in fact or in law; and/or
- b) the penalty imposed was manifestly inadequate or excessive.

and the appellant bears the onus and burden of satisfying the Appeal Tribunal that the ground(s) of appeal have been made out.

5.11.3. In determining an appeal, the Appeal Tribunal:

- a) if not satisfied that one of the grounds in Part 5.11.2 has been established, may dismiss the appeal and affirm the decision appealed from;
- b) if it finds some form of error which did not impact the final result or give rise to a substantial miscarriage of justice, may dismiss the appeal and affirm the decision appealed from; or

- c) if satisfied one or more of the grounds specified in Part 5.11.2 is established, may vary, reverse or set aside the decision appealed from, in whole or in part, and substitute its own decision (including as to penalty or sanction).
- 5.11.7. To the extent practicable, an appeal under this Part 5.11, must be held within 7 days of the Participant, Rugby AU or World Rugby lodging an “Application to Appeal” form.
- 5.11.8. The individual or body, exercising his/her or its right to appeal a Tribunal Decision, is entitled to receive and must be provided with the full record of the proceeding before the Anti-Corruption Tribunal (including any transcript of the Anti-Corruption Tribunal hearing).
- 5.11.9. An Appeal Tribunal must have power to conduct and regulate the appeal proceedings as it sees fit having regard to the circumstances of the case.
- 5.11.10. An appeal under this Part 5.11. will be conducted by a reconvened Anti-Corruption Tribunal (“**Appeal Tribunal**”) which consists of different members to the Anti-Corruption Tribunal who made the original decision, and held in accordance with the hearing process outlined in Part 5.5.
- 5.11.11. An appeal decision handed down by the Appeals Tribunal under this Part 5.11. is a final decision and may not be appealed further under this Policy.
- 5.11.12. Any sanction imposed at first instance by the Anti-Corruption Tribunal will be upheld until the matter has been determined in its finality by the Appeal Tribunal.
- 5.11.13. Depending on the Appeal Tribunal’s findings, it may, at its absolute discretion:
 - a) determine that the breach has occurred and impose the penalty set out in the Tribunal Decision;
 - b) determine that the breach has occurred and impose a different penalty to the one set out in the Tribunal Decision; or
 - c) determine that the breach has not occurred and that the Appeal Fee be reimbursed.

5.12. Recognition of decisions

- 5.12.1. Any decision of the Anti-Corruption Officer, Anti-Corruption Tribunal or Appeal Tribunal must be recognised automatically (without the need for further formality) by all Rugby Bodies and Tournament Organisers which must take all necessary action to render such decision effective (in compliance with any applicable laws).
- 5.12.2. Rugby AU and/or World Rugby may as appropriate, recognise decisions made by public authorities and/or other sports in respect of corruption and betting-related matters whether specifically defined hereunder or otherwise, and may recognise and/or impose appropriate sports-based sanctions, including without limitation the sanctions provided for in this Policy. For the avoidance of doubt there is no form or time limit applicable to the recognition of any decision by Rugby AU and/or World Rugby pursuant to this Part 5.12.2.

PART 6 – GENERAL PROVISIONS AND DEFINITIONS

6.1. Mobile Communication Devices

Rugby AU may issue a direction prohibiting and/or restricting the use of Mobile Communications Devices prior to or on the day of a Specified Event by certain Participants involved in that Specified Event (without prejudice to the ability of a National Union or Tournament Organiser to issue such a direction in its own jurisdiction) and, in such cases, all Participants must comply with the direction(s).

6.2. Information Sharing

- 6.2.1. Rugby AU will continue to work with Betting Operators to help ensure the ongoing integrity of the Game and Events played under the auspices of Rugby AU and its Member Unions.
- 6.2.2. Betting Operators will be required to monitor and conduct regular audits of its databases and records to monitor for incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Participants have engaged in conduct that is an Anti-Corruption Breach under this Policy.
- 6.2.3. To enable the Betting Operator to conduct such audits, Rugby AU may, from time to time (subject to any terms and conditions imposed by Rugby AU including in relation to confidentiality and privacy) provide to Betting Operators details of Participants. All Participants are deemed to have consented to this information being provided to Betting Operators.
- 6.2.4. Betting Operators will provide the Anti-Corruption Officer with regular written reports on incidents of suspicious betting transactions that may indicate or tend to indicate that Participants have engaged in conduct that amounts to an Anti-Corruption Breach.
- 6.2.5. All requests for information or provision of information by Rugby AU or a Betting Operator must be kept strictly confidential and will not be divulged to any third party or otherwise made use of except where required by law or where information is already in the public domain (other than as a result of a breach of this Policy).

6.3. Sponsorship

- 6.3.1. Rugby AU acknowledges that betting is a legal activity, and recognises that Betting Operators may wish to enter Commercial Partnerships to promote their business.
- 6.3.2. Rugby AU and its Member Unions may enter Commercial Partnerships with Betting Operators from time to time, subject to any applicable legislative requirements.
- 6.3.3. Member Unions may only enter into a Commercial Partnership with Betting Operators with the written consent of Rugby AU. Such consent may be withheld at the reasonable discretion of Rugby AU including, but not limited to, where the Betting Operator is not an Approved Betting Operator.

6.4. Confidentiality

- 6.4.1 Save in exceptional circumstances where Rugby AU (acting reasonably) deems it necessary for the purposes 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), World Rugby and Rugby AU will take reasonable steps to maintain confidentiality with respect to any action pursuant to this Policy, save as required with respect to compliance with applicable laws and regulations and/or competent authorities and consultation with advisors, until such time as the decision of the Anti-Corruption Officer, Anti-Corruption Tribunal or Appeal Tribunal, if any, has been reached and the Participant that is the subject of that decision and Rugby AU have been informed.

6.5. Interpretation and Definitions

6.5.1. Headings used in this Anti-Corruption Policy are for the purposes of guidance only and are not be deemed to be part of the substance of this Policy or to inform or affect in any way the language of the provisions to which they refer.

6.5.2. Definitions that are applicable to the Policy are either set out below or will bear the same meaning as those defined in the World Rugby Regulations.

Anti-Corruption Breach: A Participant commits an Anti-Corruption Breach if he or she engages in and/or Attempts to engage in any of the Prohibited Conduct relevant to that Participant.

Anti-Corruption Officer: the person, or his/her nominee, designated from time to time by Rugby AU as the Anti-Corruption Officer.

Anti-Corruption Tribunal: the independent tribunal established by Rugby AU from time to time in accordance with Part 5.2.

Appeal Fee means the sum of money a Participant must pay to Rugby AU in order for a Tribunal Decision to be appealed, being \$1000 for a Participant to whom Part 2 of this Policy applies and \$250 for all other Participants.

Approved Betting Operator: a Betting Operator that has entered into an integrity agreement with Rugby AU as required by applicable laws or regulations.

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 Anti-Corruption Officer, the Tribunal and/or the Appeal Tribunal to reduce the sanction which may otherwise have been applicable. Renunciation and/or withdrawal is not relevant, save where the foregoing conditions are met, nor will prevention and/or impossibility and/or ineptitude be relevant in relation to an Attempt.

Rugby AU: Rugby Australia Limited (ACN 002 898 544).

Benefit: any direct and/or indirect monetary and/or non-monetary bribe(s), gain(s), gift(s), prize(s) and/or advantage(s), including, without limitation, winnings and/or potential winnings as a result of a Wager(s). The foregoing does not include official Match or Tournament prize money and/or legitimate contractual payments connected to Game-related services, sponsorship or endorsements and/or similar payments.

Betting Operator: any company or other undertaking that promotes, brokers, arranges or conducts any form of betting activity in relation to the Game or sports wagering services (including operators of Fantasy Rugby Competitions that offer a Benefit).

Breach Notice: means the notice to a Participant alleging that they are in breach of the Policy, substantially in the form set out in Appendix 1.

Chairperson: means a retired or serving Judge or Senior Legal Practitioner selected and agreed to by Rugby AU (and jointly with RUPA, where applicable) but who is not an officer, employee or director of Rugby AU or RUPA.

Commercial Partnership: a commercial arrangement whereby a Rugby Body or Participant represents a business in exchange for monetary or other gain.

Event: a Match, Tournament, series of Matches, league, and/or competition at any level of the Game in any jurisdiction.

Fantasy Rugby Competition: an online game where participants select virtual teams of real Players and those teams compete based on the statistical performances of those Players in actual Events.

Fix: 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 contrive in any way and/or otherwise influence improperly the outcome or any aspect of any Event. The foregoing includes, 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).

Game: Rugby football.

Inside Information: is information relating to the participation in, or the likely or actual outcome or development of, any Event which is known by an individual as a result of their role in connection with that event or their position within the Game and which is not in the public domain. Such information includes, but is not limited to, relevant information regarding a Participant, conditions, tactics and/or strategy, selection, injury, and/or any other information relating to the likely performance of a Participant 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 Participant 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.

Match: A Rugby Union match of any format or duration in which two rugby teams compete against each other, played anywhere in the world.

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.

Member Union: means a present or future body that controls the Game of Rugby in a State or Territory of the Commonwealth of Australia from time to time, including:

- a) Australian Capital Territory and Southern New South Wales Rugby Union Limited;
- b) New South Wales Rugby Union Limited;
- c) Northern Territory Rugby Union Inc.;
- d) Queensland Rugby Union Limited;
- e) South Australian Rugby Union Limited;
- f) Tasmanian Rugby Union Inc.;
- g) Victorian Rugby Union Inc.;
- h) Western Australian Rugby Union Inc.;
- i) Melbourne Rebels Rugby Union Pty Ltd; and
- j) NSW Waratahs Ltd.

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.

National Policy on Match-Fixing in Sport: the Policy endorsed on 10 June 2011, by all Australian sports ministers on behalf of their government, with the aim of protecting the integrity of Australian sport.

National Union: each national Rugby Union for the time being in membership of World Rugby.

Participant: a participant of the Game means any person involved in, engaged in or connected to an Event including, but not limited to:

- a) a Player;
- b) Match Official;
- c) selector, coach, trainer, manager, medical officer, athletic performance member or any other team official;
- d) any individual involved in the organisation, administration or promotion of the Game including a director, officer, employee or volunteer of a Rugby Body;
- e) Player Agents; and
- f) RUPA employees.

Player: a player of the Game.

Player Agent: any individual who acts in any way (or who has acted in any way in the preceding twelve (12) months) in the capacity of agent or otherwise in relation to the negotiation, arrangement, registration or execution of any employment or commercial agreement for a Player.

Prohibited Conduct means any conduct set out in in Part 2 or 3 of this Policy.

Rugby Body: Rugby AU, any Member Union and Affiliated Union (as set out in Rugby AU's Constitution) and any Rugby club or other body in membership with or affiliated to a Member Union or Affiliated Union.

Senior Legal Practitioner: a person who is currently admitted to practise law in Australia of at least seven (7) years' standing (or is a retired practitioner of the same duration) or a serving or retired judge.

Specified Event: those Events referred to in Part 2.1.1.

Substantial Assistance: A Participant provides Substantial Assistance if they:

- a) fully disclose in a signed witness statement all information that he or she possesses in relation to an Anti-Corruption Breach(es); and
- b) fully 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 Rugby AU. 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.

Tournament: a series of Matches between teams from two or more National Unions or Rugby Bodies.

Tournament Organiser: an administrative body, which may be distinct from World Rugby and/or Rugby AU, responsible for the organisation of a Tournament.

Tribunal Decision: a decision of the Anti-Corruption Tribunal.

Wager: Placing, accepting, laying and/or otherwise entering into any form of wager, bet and/or financial speculation.

World Rugby: the association of National Unions, in membership of World Rugby, formerly known as the International Rugby Board.

Appendix 1: Breach Notice

Player Details			
Given names		Surname	
Rugby Body			
Details of Alleged Breach			
Date and time of alleged breach		Persons informed about the breach	
Location of alleged breach		Provision(s) of the Policy alleged to have been breached	
Details of alleged breach		Proposed Level of alleged Breach	<input type="checkbox"/> High Level / <input type="checkbox"/> Mid-Level / <input type="checkbox"/> Low Level
Proposed Penalties			
With regard to the Factors in Rule 5.10.1, of the Policy, what are the grounds for categorising the breach under the proposed Level?			
Sanction / penalty			
Any additional information			
Sign Off	Sign:Print Name: Position: Date:		

NOTE: You may attach additional documents / submissions if need be: I have attached ___ additional documents

Anti-Corruption and Betting Policy



Appendix 2: Application to Appeal Tribunal Decision

Player Details	
Given names	Surname
Who is Appealing	
Decision Details	
Date of decision	
The decision and reasons	<p>a) I attach a written copy of the decision and reasons for the decision: Yes <input type="checkbox"/> No <input type="checkbox"/>; or</p> <p>b) Provide a brief outline of the decision and reasons:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Appeal	
What are you appealing	
Sanction/penalty	<p>What are the sanctions/penalties you are appealing:</p> <p>.....</p> <p>.....</p>
Grounds for appeal (you may attach a statement)	<p>Briefly outline what reasons you have for appealing the decision and/or sanction/penalty:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Sign Off	<p>Sign:Print Name:</p> <p>Position: Date:</p>

NOTE: You may attach additional documents / submissions if need be: I have attached __ additional documents