







ITF FED CUP REGULATIONS





2017

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Note: Material changes for 2017 are underlined

References to the International Tennis Federation or ITF shall hereafter mean ITF Limited.

References to the Rules of the Federation shall mean the Memorandum and Articles of Association together with the Bye-laws of ITF Limited (collectively known as the Constitution of ITF Ltd).

I. THE COMPETITION

1. TITLE

The Competition, the ITF Team Championship for women, shall be called the Fed Cup.

2. OWNERSHIP

The Competition, including the Zone Group Events, shall be owned and managed by the International Tennis Federation, hereinafter referred to as the "ITF". References to the International Tennis Federation shall hereafter mean ITF Limited.

3. NATIONS ELIGIBLE

- (a) The Competition shall be open only to Class B Members of the ITF.
- (b) Every country or territory that is represented by Class B Members entitled to take part in the Competition is hereinafter referred to as a "Nation", and the Nation holding the Championship is hereinafter referred to as the "Champion Nation".
- (c) Notices issued in connection with the Competition shall be sent to the National Tennis Associations of the competing Nations.
- Note 1: The Board of Directors agreed that Pacific Oceania be granted an extended dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth to include players from Associate Member Islands only and to exclude players from Australia and New Zealand until such a time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right when the future participation of Pacific Oceania would be reviewed.
- Note 2: The 1996 AGM agreed that the Organisation of Eastern Caribbean States (OECS) be granted dispensation from Regulation 3 to participate in the Fed Cup Competition in 2016 and henceforth until such time as an individual nation was considered by the Fed Cup Committee to have the ability to compete in its own right, when the future participation of OECS would be reviewed.

4. ENTRIES

- (a) The closing date for eligible Nations to enter shall be no later than 1st July in the preceding year.
- (b) The entry of any Nation for the next year's Competition may be refused by an Annual General Meeting if in the opinion of such meeting the participation of the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless carried by a majority of no less than three-quarters of those present and voting. Where in any year the Annual General Meeting takes place prior to the entry deadline and/or after the Draw for the Competition the following year, the powers conferred on an Annual General Meeting in relation to

the refusal of an entry shall be exercised by the Board of Directors, provided that any decision in this respect shall only be valid if at least nine members are present and it is carried by a majority of no less than two-thirds of those present and voting.

- (c) If a Nation which is eligible to take part in the World Group does not enter or withdraws prior to the Draw, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group Play-off Round based on the Fed Cup Nations Ranking. If a Nation which is eligible to take part in World Group II does not enter or withdraws, its place shall be taken by another Nation, selected by the Fed Cup Committee from the Nations that lost in the World Group II Play-off Round, based on the Fed Cup Nations Ranking.
- (d) If, before the Draw is to take place, a Nation which is eligible to take part in the World Group ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations that lost in the World Group Play-off Round, based on the Fed Cup Nations Ranking. If, before the Draw is to take place, a Nation which is eligible to take part in the World Group II Competition ceases to exist, or is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, its place shall be taken by a Nation to be selected by the Fed Cup Committee from the newly created Nations and the Nations who competed in World Group II Play-off Round, based on the Fed Cup Nations Round, based on the Fed Cup Nations Round, based on the Fed Cup Committee from the newly created Nations and the Nations who competed in World Group II Play-off Round, based on the Fed Cup Nations Round, based Nation Subscience Round, based Nations Round, based Nation Round, based Nations Roun

5. RULES AND REGULATIONS

- (a) The Competition shall take place in accordance with these Regulations, the Constitution of ITF Limited, the Rules of Tennis, the Fed Cup Code of Conduct (hereinafter set forth in Appendix B) and the Fed Cup Commercial and Operational Guidelines (see Regulation 51).
- (b) In submitting an entry a Nation, and its team members, including the Captain, undertake to abide by and fulfil all their obligations under these Rules and Regulations and the Fed Cup Code of Conduct. Any Nation and its team members, including the Captain, failing to honour this undertaking shall be subject to penalties as prescribed in these Rules and Regulations or the Fed Cup Code of Conduct respectively.
- (c) In submitting an entry, a Nation, its Officers, Directors, Employees, Representatives and its team members agree, as a condition of entry, that for themselves, their executors, administrators, heirs and personal representatives, all claims of any kind, nature and description are waived, including past, present or future claims and injuries, if any sustained in travelling to or from, or participating in the Competition, against the ITF, the Home Nation/Host Nation and Sponsors of the Competition.

- (d) Insurance The National Association shall ensure that appropriate travel, medical, and personal accident, including repatriation insurance is in place for their players and Player Support Team Members while travelling to and from and whilst training and participating in Fed Cup and shall bear the cost of such insurance.
- (e) Each player or Captain nominated to participate in the Competition grants and assigns to the ITF the right in perpetuity to make, use and show from time to time and at its discretion, motion pictures, still pictures and live, taped or filmed television, games based imagery and other reproductions of her in connection with the promotion of the Competition without compensation for herself, her heirs, devisees, executors, administrators or assigns. Such promotional activities by ITF shall not be identified as or represented to be an endorsement by the player of any product or company save as required by Appendix K and/or as otherwise agreed by separate agreement.

6. TROPHIES

The Trophy presented by the ITF shall be awarded to and retained each year by the winner of the World Group and shall remain the property of the ITF.

7. <u>ANTI-DOPING</u>

- (a) <u>The Tennis Anti-Doping Programme (the TADP) applies to the Fed</u> <u>Cup, and all players who participate in the Fed Cup and all of their</u> <u>"player support personnel" (as defined in the TADP) shall be deemed to</u> <u>have agreed to be bound by and to comply with all of the provisions of</u> <u>the TADP. The TADP may be downloaded at www.itftennis.com.</u>
- (b) <u>Anti-</u>doping control tests may be conducted during the competition in accordance with the <u>TADP</u>.
- (c) If any player's results in the Fed Cup are disqualified pursuant to the TADP, those results shall not be re-assessed for purposes of the Fed Cup, except that any wins in the case of the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead rubbers in which the player would have played will be awarded to the opposing Nation of such player. If this results in the Nation which originally lost the Final being declared the Champion Nation, the Nation that originally won the Final will incur a financial penalty measured by the difference between the Champion and Runner-up PILA (Payment in Lieu of Advertising) component of the payment to Nations.
- (d) Where player's results in a Tie other than the Final are disqualified <u>pursuant to the TADP, her</u> Nation <u>will</u> incur a financial penalty <u>of 20%</u> of the <u>PILA</u> component of <u>its</u> payment <u>for</u> the Tie <u>for each singles match</u> <u>that she played in the Tie and 10% of that PILA component for each</u> doubles match <u>that she played in the Tie.</u>
- (e) The player whose results in the Fed Cup are disqualified pursuant to the TADP shall be subject to further penalties as set out in the Fed Cup Code of Conduct.

- (f) All financial penalties <u>paid pursuant to this Regulation</u> will be wholly and exclusively <u>used by the ITF to defray TADP costs.</u>
- (g) Femininity Controls: As outlined in Appendix E.

8. <u>ANTI-CORRUPTION</u>

The Tennis Anti-Corruption Program applies to the Fed Cup, and any player or other covered person (as defined in the Tennis Anti-Corruption Program) who enters or participates in the Fed Cup shall be deemed to have agreed to be bound by and to comply with all of its provisions. The Anti-Corruption Program may be downloaded at www.tennisintegrityunit.com.

II. MANAGEMENT

9. BOARD OF DIRECTORS

(a) Management

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

(b) Duties

The duties of the Board of Directors shall be:

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

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

<u>10</u>. THE FED CUP COMMITTEE

The Board of Directors shall appoint every two years a Fed Cup Committee, consisting of a Chairman (who <u>must</u> be a member of the Board of Directors) and <u>up to seven</u> further members. Each <u>of them must</u> be from a <u>different</u> Nation, which <u>Nation must have</u> played in the Fed Cup <u>in</u> at least five <u>separate years</u>. For the<u>se</u> purposes the President of the ITF shall be deemed not to come from any Nation.

(a) The duties and powers of the Fed Cup Committee shall be:

- i) To manage the World Group, World Group II and Zone Group Events.
- <u>ii</u>) To administer the funds of the Competition within the financial framework of the ITF.
- iii) To use the funds of the ITF for any necessary expenditure in the general interests of the Competition.
- iv) To report to the Board of Directors on all financial matters.
- (b) The Fed Cup Committee shall submit regular reports to the Board of Directors.

11. THE FED CUP EXECUTIVE DIRECTOR

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

III. DISPUTES AND ENFORCEMENT OF REGULATIONS

12. <u>THE ITF INTERNAL ADJUDICATION PANEL</u>

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

- (a) Any request for a decision that is entrusted under these Regulations to the ITF Internal Adjudication Panel (e.g. under Regulation 30 or under Regulation 34).
- (b) Any dispute or question about the proper interpretation of these Regulations.
- (c) Any allegation by the ITF that a player has committed misconduct under the Fed Cup Code of Conduct or a breach of the Welfare Policy.
- (d) Any allegation by the ITF that a Nation or any team member or other person or entity bound by these Regulations has failed to comply with any other aspect of the Rules or Regulations, except for:

- (i) <u>An allegation of violation of the TADP (which shall be heard and determined by the Independent Tribunal in the manner set out in the TADP);</u>
- (ii) <u>An allegation of violation of the Tennis Anti-Corruption Program</u> (which shall be heard and determined by an Anti-Corruption <u>Hearing Officer in the manner set out in the Tennis Anti-Corruption Program);</u>
- (iii) <u>An allegation that a player or Related Person (as defined in the Fed Cup Code of Conduct) has committed a Major Offence under the Fed Cup Code of Conduct (which shall be heard and determine by the Independent Tribunal, in accordance with Regulation 16); or</u>
- (iv) <u>An allegation that a player has committed an offence under</u> the Fed Cup Code of Conduct that is not a player Major Offence or <u>misconduct or a breach of the Welfare Policy (which allegation</u> shall be resolved by the Referee of the Tie in question)
- (e) Any other dispute arising out of or relating in any way to these Regulations.

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

13. <u>PROCEDURES BEFORE THE ITF INTERNAL ADJUDICATION</u> <u>PANEL</u>

Matters referred to the ITF Internal Adjudication Panel will be governed by the ITF Internal Adjudication Panel Procedural Rules. Where the ITF Internal Adjudication Panel upholds an allegation of breach of the Rules and Regulations, it will determine the sanctions for such breach in accordance with the sanctions provisions of the ITF Internal Adjudication Panel Procedural Rules, unless these Rules and Regulations specify the sanctions for such breach (whether in Regulation 14 or elsewhere in these Rules and Regulations), in which case the ITF Internal Adjudication Panel will apply such specific sanctions.

14. SPECIFIC SANCTIONS FOR BREACH

- (a) If a Nation withdraws from the Competition after the Draw has been made, that Nation will not be eligible to take part in the <u>Fed Cup</u> in the following year, unless otherwise decided by the <u>ITF Internal</u> <u>Adjudication Panel</u>. In addition, <u>and/or in the alternative</u>, the <u>ITF Internal</u> <u>Adjudication Panel may fine the withdrawing Nation</u>.
- (b) If after the ITF has approved the arrangements made for playing a Tie, a <u>Nation</u> fails to send a team to compete in such Tie, <u>that</u> Nation <u>shall be</u> <u>deemed to have</u> defaulted. It shall be liable for all reasonable expenses including general travelling expenses incurred by ITF, and/or the other Nation or Nations concerned in the Tie up to the date when notice of default <u>was</u> received by the ITF. In addition, <u>the ITF internal</u> Adjudication Panel may impose a fine on the defaulting Nation. Any

<u>claim for the expenses under this paragraph must be made within two</u> <u>months of the date fixed for the conclusion of the Tie.</u> The defaulting Nation shall <u>be allowed one month from the date of the notification to</u> <u>pay all claims and expenses and fines and shall</u> not be eligible <u>to enter the</u> Competitions until <u>such sums</u> have been paid in full.

- (c) If a Nation <u>fails</u> to carry out the sponsorship requirements contained in section XI (Sponsorship and Ownership of Rights) without the consent of the ITF, the ITF Internal Adjudication Panel may:
 - (i) <u>Impose</u> a fine <u>on that Nation</u> and/or;
 - (ii) <u>Rule</u> that Nation ineligible to <u>receive</u> payments and/or;
 - (iii) Order forfeiture of that Nation's Choice of Ground on the first occasion on which it is entitled to <u>such</u> choice in the following Competition and/or;
 - (iv) <u>Disqualify</u> that Nation <u>from one or more</u> future Competitions.
- (d) A Nation that fails to pay a fine within three months shall not be allowed to participate in the competition until the fine is paid in full, unless otherwise decided by the ITF Internal Adjudication Panel.
- (e) Where a Nation fails to make any payments, either to the ITF or to another Nation, the ITF Internal Adjudication Panel shall impose a fine (to be paid to the creditor in question) of not more than 10% of the amount outstanding for each month of delay in payment, and may rule the defaulting Nation ineligible for future competition until its liabilities under this Regulation have been fully discharged.

A <u>creditor</u> Nation must <u>file</u> a <u>claim with the ITF Internal Adjudication</u> <u>Panel</u> within four calendar months of the conclusion of the Tie concerned giving particulars of the amounts due to <u>it</u> in respect of general travelling expenses, <u>subsistence</u> and details of the Gross Receipts (if known).

- (f) For all other breaches of the Rules and Regulations, the ITF Internal Adjudication Panel shall impose such consequences as it sees fit in all the circumstances of the case, such as:
 - (i) <u>Disqualification from the Competition for the year in which such</u> <u>failure occurred; and/or</u>
 - (ii) Disqualification from the Competition for future year(s) and/or
 - (iii) <u>A fine; and/or</u>
 - (iv) Withholding all or part of the payments to that nation set out in Regulation 45
- (h) The ITF Internal Adjudication Panel shall have the power to suspend all or any part of a sanction for a specified period, and to vacate the suspended sanction(s) at the end of that period if the Nation has complied strictly with all of the Rules and Regulations throughout that period.

1<u>5</u>. APPEAL <u>FROM DECISIONS OF THE ITF INTERNAL</u> <u>ADJUDICATION PANEL</u>

(a) Decisions of the ITF Internal Adjudication Panel under these Rules and Regulations, and decisions by a Referee sanctioning a player for an offence under the Fed Cup Code of Conduct may only be challenged by way of appeal to the Independent Tribunal, which appeal may only be brought by one of the following persons, and must be filed with the Independent Tribunal no later than 21 days after receipt of the decision in question:

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

16. PLAYER MAJOR OFFENCES

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

IV. DIVISION OF COMPETITION

17. WORLD GROUP

(a) Participation

The leading eight (8) Nations shall participate in the World Group. They shall be selected as follows:

The four (4) Nations who won their First Round match in the previous year's World Group and the four (4) Nations who won their World Group Play-off the previous year.

(b) World Group Play-off Round

There will be a Play-off Round comprising the four (4) losing Nations from the First Round in the World Group and the four (4) Nations who have won their first World Group II match.

18. WORLD GROUP II

(a) Participation

The four (4) Nations who won the previous year's World Group II Playoff Round and the four (4) Nations who lost in the previous year's World Group Play-off Round will compete in World Group II.

(b) World Group II Play-off Round

There will be a Play-off Round comprising the four (4) losing Nations from the First Round in World Group II and the four (4) Nations who have qualified from Zone Group Events.

19. ZONE GROUP EVENTS

Nations who do not compete in the World Group or World Group II will compete in one of the following Zone Group Events:

Americas

Asia/Oceania

Europe/Africa

Additional regulations for the Zone Group Events are set out in Appendix A.

V. WORLD GROUP AND WORLD GROUP II

20. DATES FOR ROUNDS

- (a) All Ties shall be played during the calendar year of the competition. The Fed Cup Committee shall decide dates for all Ties following discussion with the WTA. There will be an interval of no less than twelve days between the dates fixed for each Tie in the World Group and World Group II unless the two Nations and the Fed Cup Committee agree otherwise. The Fed Cup Final must be completed by 31 December.
- (b) Prior to the start of the Competition, the Fed Cup Committee shall inform the competing Nations of the dates on which the Ties have to be played.

2<u>1</u>. THE DRAW

World Group

- (a) The Draw for the World Group, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time
- (c) Seeds

- i) Four (4) Nations shall be seeded. Seeds 1 and 2 shall be the Finalists of the year immediately prior to the year for which the Seeds are being selected and Seeds 3 and 4 shall be in accordance with the most recent Fed Cup Nations Ranking.
- Seeds 1 and 2 shall be placed in positions 1 and 8 respectively.
 Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) If two Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

World Group Play-off Round

- (a) A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group First Round.
- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
 - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
 - ii) Seeds shall be placed as follows: Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7.
- (d) If two Nations have met each other in two successive years in the World Group Play-off Round, in the third year they will be drawn in different sections of the draws.

World Group II

- (a) The Draw for the World Group II, at which each competing Nation may be represented, shall be made by the Fed Cup Committee, no later than 31 December of the previous year.
- (b) Choice of Ground for all these Ties shall be determined at the same time
- (c) Seeds
 - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
 - ii) Seeds 1 and 2 shall be placed in positions 1 and 8 respectively. Seeds 3 and 4 shall be drawn first into position 3 and then position 6.
- (d) If two (2) Nations have met each other in two successive years in the First Round, in the third year they will be drawn in different sections of the draws.

World Group II Play-off Round

(a) A Draw will be made by the Fed Cup Committee no later than ten (10) days after the conclusion of the World Group II First Round.

- (b) Choice of Ground for all these Ties shall be determined at the same time.
- (c) Seeds
 - Four (4) Nations shall be seeded. Their selection shall be made by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.
 - ii) Seeds shall be placed as follows:Seed 1 on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7
- (d) If two Nations have met each other in two successive years in the World Group II Play-off Round, in the third year they will be drawn in different sections of the draws.

22. CHOICE OF GROUND

- (a) The Choice of Ground shall be determined in the following sequence:
 - i) If one Nation has been entitled to choice for its Tie with another Nation in the 1995 Competition, or in any later Competition, the latter shall have choice on the occasion of the next meeting with that Nation. If this is not applicable, then
 - ii) Choice shall be decided by lot.
- (b) Choice of Ground shall include surface of the court and the choice of ball, except when the Fed Cup Committee selects a Neutral Ground (e.ii.a), in which case the Fed Cup Committee shall also select the surface of the court and the make of ball to be used.
- (c) A Nation with Choice of Ground must choose a location within their own country or territory, unless otherwise decided under sections (d) or (e) of this Regulation.
- (d) A Nation with Choice of Ground may choose to play on a Neutral Ground or in the country or territory of their opponents, provided that their opponents are in agreement, and the Fed Cup Committee gives its approval. Applications must reach the ITF as soon as possible after the Draw or the completion of the previous round and no later than the date fixed for submission of the completed Questionnaire for the Tie.
 - i) A Nation with Choice of Ground which chooses to play on a Neutral Ground shall be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.
 - ii) A Nation with Choice of Ground which chooses to play in the country or territory of their opponents shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court.

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

(e) A Nation with Choice of Ground may lose such choice <u>at any time</u> if, in the opinion of the Fed Cup Committee, it is not possible or practical for the Visiting Nation (war, political unrest, etc) to reach or play at the

ground selected for the Tie <u>due to an incident such as war, political</u> <u>unrest, terrorism or natural disaster</u>. In such case:

i) The Nation with Choice of Ground may choose to play on a Neutral Ground, provided the Fed Cup Committee gives its approval and provided that the ITF receives a full completed application in writing by no later than (5) working days after the receipt of any such committee decision. The Nation with Choice of Ground shall be considered the Home Nation for the purposes of conduct and financial arrangements of the Tie, and shall have the right to choice of ball and the surface of the court.

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

- ii) If it does not exercise this choice, the Fed Cup Committee may decide that the Tie be held on a Neutral Ground or in the country or territory of the opponents.
 - a) If the Committee's decision is to play on a Neutral Ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie.

On the next two occasions the two Nations meet, the choice of ground will be with the Nation that lost its choice for the above reasons.

- b) If the Committee's decision is to play in the country of the opponents, the Nation with Choice of Ground shall be considered the Visiting Nation for the purposes of conduct and financial arrangements of the Tie, and shall lose the right to choice of ball and the surface of the court. On the next two occasions the two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reasons.
- iii) In exceptional circumstances the Committee may decide that the Tie be postponed in order that it may be played at the ground selected by the Nation with Choice of Ground.

VI. GENERAL ARRANGEMENTS – WORLD GROUP AND WORLD GROUP II

23. MINIMUM STANDARDS FOR THE ORGANISATION OF TIES

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

24. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be received by the ITF for approval as follows:

(a) In the case of World Group and World Group II Ties no later than sixty (60) days after the Draw.

- (b) In the case of World Group semifinals no later than fifteen (15) days after the completion of the First Round.
- (c) In the case of the World Group and World Group II Play-offs no later than twenty one (21) days after the Draw for the Play-offs.
- (d) In the case of the Final no later than thirty (30) days after the completion of the semifinals.

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

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

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

The Home Nation must ensure that during the period of the Fed Cup Tie no other tennis event is taking place within 125 miles of the venue selected for the Tie.

Each Nation in the World Group must, if it has the possibility of hosting a semifinal, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the start of the First Round.

Each Nation in the World Group must, if it has the possibility of hosting the Final, inform the ITF of all possible venues (city and stadium) by no later than fifteen (15) days prior to the semifinals. The ITF may in its discretion approve additional venues submitted for valid reasons after the initial submission. All potential venues must meet the minimum standards as set out in Appendix F. The ITF may disapprove any proposed venue if such venue does not meet these requirements.

Note: General arrangements for the Zone Group Events are included in Appendix A.

2<u>5</u>. ASSISTANCE TO VISITING TEAMS

The Home Nation must give every assistance to officials and members of the visiting team, and ensure that visas are not withheld. Provided that the Visiting Nation has carried out the requirements to obtain the visas, the Home Nation must grant visas to a minimum of fifteen people per Visiting Nation and these must be approved fourteen (14) days before the commencement of a Tie. It is the responsibility of the Home Nation to advise the Visiting Nation of any requirements for visa applications when notifying them of arrangements for the Tie. Any dispute shall be settled by the Fed Cup Committee.

26. ARRANGEMENTS FOR THE FED CUP FINAL See Appendix G for arrangements for the Fed Cup Final.

27. OFFICIAL ORGANISER AND SECURITY OFFICER

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

The Official Organiser must at all times during a Tie assume full responsibility for the following:

- (a) The organisation and administration of the venue where the Tie is to be played;
- (b) Ensuring that the instructions of the Referee are carried out and that an internationally certified Chief Umpire is appointed to assist and liaise with the Referee in accordance with Regulation 37(e);
- (c) The appointment of an Independent Doctor for all Ties;
- (<u>d</u>) To ensure that all sponsorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.
- (e) Liaising with the Security Officer in relation to the performance of the security arrangements for the Tie.

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

- (a) <u>The formulation, administration and implementation of the security plan</u> for the Tie and all events and sites associated with the Tie;
- (b) <u>Fulfilment of the obligations concerning security set out at Appendix F</u> as may be amended from time to time:
- (c) <u>Compliance by the Home Nation with all local laws, regulations and</u> <u>guidelines concerning the health, safety, security and welfare of all who</u> <u>participate in or attend for the purpose of the Tie; and</u>
- (d) Liaising with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of a sporting event attended by spectators in the location of the Tie.
- Note: It is understood that the officials appointed by the Home Nation, under this Regulation may delegate some of <u>their</u> duties to other persons involved in the organisation of the Tie. However, any such delegation must be advised to the ITF.

28. ARRANGEMENTS FOR PRESS AND MEDIA

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

29. TICKETS FOR VISITING NATIONS

See Appendix H for tickets for the Visiting Nation

VII. ELIGIBILITY

30. ELIGIBILITY OF PLAYERS AND CAPTAINS

30.1 Age Eligibility

Only Players who have reached their fourteenth birthday by the first day of the Tie (for the World Group and World Group II) and the Monday of the week of a Zone Group Event may participate in the Fed Cup Competition.

30.2 Eligibility to Represent a Nation

Any tennis player who is in good standing with her National Association in accordance with Appendix D shall be qualified to represent that Nation as a player or Captain if:

- a) She has not previously represented any other Nation in Fed Cup (excluding Junior Fed Cup) or the Olympic Tennis Event; and
- b) (i) Is a citizen of that Nation and has held a current valid passport of that Nation for a minimum of 2 years (24 months) or;
 - (ii) Is a citizen of that Nation, but in circumstances where that Nation does not issue its own passport has held a qualifying passport issued by or on behalf of that Nation for a period of two years (24 months) which confirms the player's place of birth as that Nation or;
 - (iii) If after a consecutive period of five years (60 months) residence in that Nation can provide a genuine reason for being unable to hold or make application to hold a current valid passport where:
 - (a) She was born, or has a parent or grandparent born in that Nation; or,
 - (b) She has obtained or procured the right to remain permanently or has been granted humanitarian protection in that Nation.
- 30.3 If a player is qualified under this sub-section to represent more than one Nation and the National Association of one of those Nations wishes to nominate her to represent it, that Association must submit an application to the ITF Executive, who will forward a copy to any other National Association concerned, which shall be entitled to comment within 15 days of receipt. The initial application must be received by the ITF Executive at least three months prior to the event for which the player wishes to be nominated.

The ITF Executive Director will refer the application to the ITF Internal Adjudication Panel, which will give a ruling having taken into account all relevant matters.

<u>30.4</u> A player who has represented, or has been eligible to represent a Nation and such Nation is divided into two or more Nations, shall immediately be eligible to represent any one of those Nations.

- <u>30.5</u> A player who has represented, or has been eligible to represent a Nation and such Nation is absorbed in whole or in part by another Nation, shall immediately be eligible to represent such other Nation.
- <u>30.6</u> A player shall be deemed to have represented a Nation <u>in Fed Cup</u> if she shall have been nominated at the time of the draw.
- 30.7 A National Association may <u>apply</u> to the <u>ITF Internal Adjudication</u> <u>Panel for permission</u> to nominate a player who is not eligible under <u>this</u> <u>Regulation, on the basis that</u> the full circumstances warrant an exception being made.
- <u>30.8</u> The <u>Internal Adjudication Panel</u> has the right to ask a National Association to produce evidence to show how a player is qualified to represent that Nation.

VIII. TEAM NOMINATIONS AND CONDUCT OF TIES

31. TEAM NOMINATIONS

- (a) Each competing Nation must, no less than ten (10) days before the date fixed for the commencement of the Tie, submit its nominated team in order of merit to the Fed Cup Executive Director without specifying which players shall play in singles and doubles:
 - i) A team of a minimum of three (3) players plus a playing or nonplaying Captain, or
 - ii) a team of a maximum of four (4) players plus a non-playing Captain

Two (2) of the nominated players may be changed up to one (1) hour before the Draw.

Any of the above nominations may be changed up to ten (10) days prior to the Tie.

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

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

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

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

The Draw must take place on the day preceding the Tie and no less than 24 hours before the commencement of play, unless otherwise agreed by the ITF.

Notification must be given to the Referee and to the opposing Captain.

- (b) Before the commencement of the Draw for the Tie each Captain must give to the Referee the names of the two (2) singles players in order of merit based on the most recent world computer singles ranking accepted by the ITF. In Zone Groups the singles ranking applicable is the one of the Monday prior to the week of the commencement of the Zone Group event. Special Rankings are not used. Players with no computer ranking must be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. At the same time, the Captain shall give to the Referee the names of the doubles team.
- (c) After the Draw has been made, no variation may be made in the composition of the singles players for the first and second singles matches, except that the Referee must sanction the substitution of any nominated player who has been withdrawn by the Captain for team disciplinary reasons or who, in his/her opinion, is incapacitated by illness, accident or other unavoidable hindrance.

Any substitute sanctioned by the Referee as a result of the withdrawal of a player for team disciplinary reasons must be selected from among the players nominated for the Tie and the withdrawn player may not compete thereafter in the Tie.

- (d) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:
 - i) Notice of such change to the third singles match is given to the Referee at least one (1) hour before the scheduled start of play of the third singles match.
 - ii) Notice of change with respect to the fourth singles match is given no later than ten (10) minutes after completion of the third singles match.
 - (iii) If, between the change of nomination deadline and start of play in the third or fourth singles match, one of the players, in the opinion of the Referee, is ill or injured, he/she must sanction the substitution of that player by another player nominated for the Tie.
- (e) Any substitute nominated under section (d) above for the third or fourth singles match must be a player who has not competed in the first or second singles matches.
- (f) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee within fifteen (15) minutes of the conclusion of the preceding singles match. If, between the change of nomination deadline and start of play, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, he/she may sanction the substitution of the player, or both players of the team from among the players nominated for that Tie.
- (g) Before taking a decision as to the fitness of a player, the Referee must request her to undergo an examination by an independent doctor, appointed by the Referee, who is to complete the form "ITF medical

certification", unless, in the opinion of the Referee, there is an obvious injury.

- (h) Any notice by a Captain under this Regulation must be given to the Referee in writing and the Referee will inform the opposing Captain as soon as practicable.
- (i) In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

32. TIE - HOW DECIDED

- (a) Each Tie shall consist of four singles and one doubles.
 - i) In singles, each team shall consist of two players, who shall play each against each of the opposing team. The Number One ranked player of each team shall play against the Number Two ranked player of the opposing team on the first day, and the order of play shall be decided by lot. The Number One ranked player of each team shall play the third singles match. The Number Two ranked players shall play the fourth singles match.
 - ii) The Doubles match must take place after the fourth Singles match.
 - iii) Each match must be played the best of three sets with tie-break in the first two sets.
 - c) For all Ties in the World Group and World Group II;

With respect to the second day, if the third singles decides the outcome of the Tie, the fourth singles match will not be played and the dead doubles will be played instead.

If the fourth singles match decides the outcome of the Tie the dead doubles match will be played.

For the Fed Cup Final:

With respect to the second day, if the third singles decides the outcome of the Tie and is two full sets in duration, neither the fourth singles match nor the doubles match will be played. The closing ceremony will take place after the third singles.

If the third singles is less than two full sets in duration the doubles match will be played and the closing ceremony will take place after the doubles match.

If the fourth singles match decides the outcome of the Final, the doubles match will not be played and the closing ceremony will take place after the fourth singles.

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

All decisions relating to the implementation of this regulation shall be the responsibility of the Referee.

v) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the second day, teams are not required to stay and play for one further day to complete the Tie unless otherwise decided by the Referee. If a result has not been obtained on the second day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude the Tie. If the Tie has not been concluded after two days further stay, every effort must still be made to conclude the Tie on a further third or fourth day.

If any player's commitment makes it impossible for her to stay longer than two days after the agreed completion date, the Tie shall be declared postponed by the Referee. The Fed Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded. Failure to conclude a Tie by the date fixed, or as provided above, shall render both teams liable to be defaulted.

33. INTERVAL BETWEEN MATCHES

There shall be an interval of 20 minutes between the two singles matches unless otherwise decided by the Referee. There shall be an interval of 30 minutes between the fourth singles match and doubles unless otherwise decided by the Referee.

34. SURFACE OF COURTS AND PLAYING CONDITIONS

(a) Surface

The ITF shall determine the surface type of the court to be used in the Competition. These surfaces shall be acrylic; asphalt; carpet; clay; hybrid clay; artificial clay; concrete; grass or artificial grass, as defined in the current version of "ITF approved tennis balls, classified court surfaces & recognised courts: a guide to products and test methods". A Tie shall not be played on any other surface type except by mutual agreement between the two Nations competing in the Tie and subject to the approval of the ITF. If the Home Nation under normal conditions as determined by the Referee is unable to provide a playable match court at the scheduled starting time, or at any point during the Tie, the Referee shall in his absolute discretion, have the power to call off the match and/or Tie. In such circumstances the Home Nation shall be deemed forfeited the match and/or the Tie and the Visiting Nation shall be declared the winner of the Tie. However, prior to making the decision to forfeit the Tie, the Referee must use best efforts to obtain the approval of the Executive Director or his designee. The Referee may also extend the starting time if, in his/her opinion, the match court could satisfactorily be made playable within a reasonable time.

For all Ties in World Group, World Group II and Zone Group the court surface shall be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the WTA Tour held in the year previous to the Tie.

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

Note 2: In the event that it is proposed to play a Tie on any court surface laid on a temporary basis, the Home Nation must notify the Visiting Nation and the ITF of such proposal no later than seven days after the date set for submission of the questionnaire (see regulation 24). Such notification must include the name of the individual or company that it is proposed would install the temporary surface and provide sufficient detail as to the proposed surface type, its components and the method of its installation and construction.

> The ITF shall confirm in writing to the Home Nation whether the Tie may be played on the proposed temporary surface and/or whether the proposed installer is authorised to install such surface.

> Notwithstanding the provisions of "article 17 of the Fed Cup Regulations", where the ITF refuses to grant a Home Nation permission to install the proposed temporary surface and/or use a proposed installer, the Home Nation and/or the proposed installer may appeal such decision to the Fed Cup Committee, whose decision shall be communicated to the parties in writing and be final and binding.

Note 3: In case an event is to be played on a carpet, the Home Nation must inform the Visiting Nation and the ITF about the type of carpet to be used and the type of base on which the carpet is to be laid. In no case shall a carpet be laid on a temporary basis when a Tie is held out of doors.

(b) Court Pace Rating (CPR)

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

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

- Reduction of Fed Cup Ranking Points;

- Fines;
- Ineligibility for all or part of Regulation 45 payments to Nations;
- Forfeiture of Choice of Ground on the next or subsequent occasions when the Nation is entitled to choice;
- Relegation to a lower division of the Competition;

- Disqualification for the current year and/or entry refused for future Competitions.

(c) Artificial Lighting

Play is allowed with artificial lighting in the open air after sunset or on covered courts provided there is a minimum of 1200 lux (500 lux for Zone Groups) per square metre evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one (1) metre above the playing surface.

In exceptional circumstances, this minimum may be reduced provided that the approval of the Fed Cup Committee is obtained. Applications must reach the ITF as soon as possible and no later than the date fixed for submission of the completed Questionnaire for the Tie.

(d) The Court

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

(e) Dimensions

For all Ties in the World Group and World Group II, there must be a space behind each base-line of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet) unless otherwise approved by the ITF. For all ties in the Zone Groups there should be a space behind each baseline of not less than 6.40 metres (21 feet) and at the sides of not less than 3.66 metres (12 feet) unless otherwise approved by the ITF. Furthermore, the overall required court area must be rectangular in shape. Application to use a court that does not meet with the above requirements must reach the ITF as soon as possible no later than the date fixed for submission of the completed Questionnaire for the Tie.

The chairs of the line umpires may be placed at the back and the sides of the court within the above minimum distances provided they do not protrude into the area more than 0.914 metres (3 feet).

(f) Preparation of Court

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

(g) Court Covers

The Home Nation must ensure that high quality court covers with the appropriate water drainage adequate for all clay and grass courts, are provided in all outdoor Ties in World Group and World Group II. Such court covers must be available for use no later than four days prior to the commencement of the Tie. When a Tie is played on hard court (acrylic type) appropriate equipment/ squeezers must be provided at all World Group and Zone Group Ties to remove water from the court.

(h) Minimum Height to the Ceiling

There must be a space from the court surface to the ceiling of no less than 9.14 metres clear (12 metres in the case of World Group Ties) unless otherwise approved by the ITF. This measurement must be taken at the net. Applications to use a court with less than 9.14 metres clear (12 metres in the case of World Group Ties) must reach the ITF as soon as possible and no later than the date fixed for approval of the completed Questionnaire for the Tie.

(i) Balls

The balls to be used in all Ties/Events in the Competition must be approved by the ITF, in accordance with Rule 3 of the Rules of Tennis. Unless both Captains and the Referee agree to a different ball change policy, the balls must be changed after the first seven (7) and each subsequent nine (9) games in each rubber with six (6) new balls of the same brand to be provided at each change. For Zone Groups I, II and III the balls must be changed after the first nine (9) and each subsequent eleven (11) games in each rubber with four (4) new balls of the same brand to be provided at each change.

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

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

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

(j) General Conditions for a Tie

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

35. MATCH COURT AVAILABILITY AND PRACTICE ON COURT

(a) Indoors:

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

If a hard court and provided two indoor practice courts of exactly the same surface as, and in close proximity to the match court are freely available to both teams during the four days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of only two days before the Tie is due to start.

(b) Outdoors:

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

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

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

36. COMMENCEMENT AND CESSATION OF PLAY

- (a) The commencement and cessation of play must be arranged so that it is possible for the programme to be completed each day under reasonable conditions.
- (b) There must be a minimum of twenty (20) hours between the scheduled start of the first day's play and the scheduled start of the second day's play.
- (c) The programme for the first day must be arranged so that there are six (6) hours of daylight for play and on the second day so that there are eight (8) hours of daylight for play (unless otherwise agreed by the Fed Cup Committee) except that if it is intended that artificial light will be used, or if the Tie is held indoors, the programme must be arranged so that the first match does not start later than 4.00pm.
- (d) The Referee shall decide the times for cessation of play.

IX. COURT OFFICIALS

37. APPOINTMENT OF OFFICIALS

- (a) At least twenty one (21) days before a Tie, the Executive Director must appoint the Referee and two (2) Neutral Chair Umpires for each Tie in the World Group, World Group II and the Play-offs.
- (b) The Officials must be selected from the current list of ITF Certified Officials.
- (c) The National Association of the officials concerned shall be informed of each appointment.
- (d) The Home Nation must ensure that when required, visas are issued to the Referee and to the Neutral Chair Umpires.
- (e) The Chief Umpire appointed by the Home Nation must have an ITF certification of Silver Badges or higher with respect to Ties in the World Group, World Group II and Zone Group I events and White Badge or higher with respect to Zone Group II and III events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie/Event.
- (f) Line Umpires for World Group and World Group II must be approved by ITF Officiating and as minimum all Lines Umpires must have experience at international level events. Nations unable to comply with this requirement must contact the ITF for advice and direction at least five weeks ahead of the Tie.

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

38. REFEREE - DUTIES

The Referee must:

- (a) Arrive no later than on the Tuesday of the Fed Cup Week unless otherwise approved by the ITF.
- (b) Inspect the match court and practice courts.
- (c) Call a meeting of the two Captains by no later than the Thursday so that all three can sign a statement of arrangements to be made for the Tie and Official Functions.
- (d) Ensure that all arrangements for the Tie are satisfactory.
- (e) Ensure that the programme of play is arranged in accordance with Regulation 36 and, if necessary, change the time for commencement of play.
- (f) Ensure that Chair Umpires and Line Umpires have been appointed and at his/her discretion appoint substitutes for any of them during the course of a match.
- (g) Be entitled to a seat within the court enclosure placed in such a position that he/she will have a clear view of the court. However, when the Referee is assisted by a Neutral Chair Umpire, he/she may sit in close proximity to the court.
- (h) Prohibit any persons other than the contesting players, the Captains, the Chair Umpires, Line Umpires and Ball Kids from entering the enclosure during the course of a match unless he/she decides otherwise. For this

purpose the enclosure shall mean the court as defined by the operations manual.

- (i) Decide any point of law which may arise.
- (j) Decide whether or not a match shall be begun or stopped owing to the state of the courts, the state of the weather, darkness, or other unavoidable hindrance, and, having been postponed or stopped, whether play shall begin or continue.
- (k) During the course of a Tie decide whether or not a match can be transferred indoors and/or to another surface in case of bad weather.
- (1) Impose or instruct a Chair Umpire to enforce the Code of Conduct should any disturbance or interference by spectators or others occur, or should any other activities around the court disturb the players.
- (m) Ensure that all members of the team, including the Captain, comply with the section of the Fed Cup Code of Conduct dealing with dress and equipment, including Team Identification.
- (n) Ensure that when substitutions are sanctioned for reasons of health, a medical certificate from the independent doctor is presented.
- (o) Change the decision of a Line Umpire or Chair Umpire, or order a point to be replayed, when a very clearly incorrect call or decision has been made relating to a Question of Fact. However, the Referee only has this authority when there is a non-neutral Chair Umpire officiating the match and the Referee is sitting on court.

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

- (**p**) Immediately on the completion of a Tie submit a Referee's Report to the ITF for distribution to the two Associations concerned.
- (q) Ensure, in addition to on court officials, that only the nominated teams shall be present for the presentation and, in the case of the Final, the closing ceremony on court.

<u>39</u>. **REFEREE - POWERS**

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

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

In addition to removal, the Captain is subject to the applicable provisions and penalties of the Fed Cup Code of Conduct.

- (c) The Referee may also make a recommendation to the Fed Cup Committee that a Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Fed Cup Competitions.
- (d) Prior to or during the course of the Tie, the Referee may, in his discretion call off a match and/or the Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 34. However prior to calling of the Tie, the Referee must obtain the approval of the Executive Director or his designee.

All decisions of the Referee are final.

40. LANGUAGE FOR CALLING SCORE

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

X. FINANCE

41. CURRENCY

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

42. EXPENSES - OFFICIALS

- (a) In all World Group and World Group II Ties and Play-off rounds, it is the responsibility of the Home Nation to pay the accommodation and subsistence costs of the Referee and Neutral Chair Umpires.
- (b) In all World Group and World Group II Ties and Play-off rounds, it is the responsibility of the Home Nation to pay the fees of the Referee and Neutral Chair Umpires.
- (c) The ITF shall pay 100 % of the travelling expenses for the Referee and Neutral Chair Umpires.

43. GENERAL TRAVELLING EXPENSES

For each Tie that a Nation plays away from home the ITF will pay an amount in respect of general travelling expenses in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee. The amount will be paid for up to a maximum of five team members based on a return business class airfare when travelling between a Nation's capital city and the venue for the World Group and World Group II Tie. If any team member does not commence or conclude her journey from her capital city and the cost of her travel is less than the cost of travelling from such capital city, then the ITF will reimburse that Nation with the lesser amount. If any team member commences her journey from somewhere other than her Nation's capital city and the cost of travelling is more than the cost of travelling between her country's capital city and the venue, the ITF will reimburse the National Association with the lesser amount.

44. ACCOMMODATION/MEALS

It is the responsibility of each Nation competing in the World Group and World Group II Ties and Play-off rounds to pay its own accommodation costs and off-site meals irrespective of whether the Tie is played at home or away. On-site food and meals for both teams on match days must be provided and paid for by the Home Nation.

45. PRIZE MONEY AND PAYMENTS TO COMPETING NATIONS

Prize Money shall be distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee and based on decisions taken by a General Meeting.

XI. COMMERCIAL AND PROMOTIONAL RIGHTS

46. OWNERSHIP OF RIGHTS

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

There shall be a distinction between those rights and properties which are owned by the ITF with respect to the Competition and all Ties therein (hereinafter "international rights") and those rights and properties which are owned by the National Association with respect to its team whilst participating in the Competition (hereinafter "domestic rights"). No domestic rights may be acquired by any company or other body which conflicts as to licensed product lines advertised within the precincts of the court by that company which acquires the combination of International Rights (i), (ii) and (iii) below (hereinafter the "Title Sponsor") or by those companies or other bodies who acquire the combination of international rights (ii) and (iii) specified below (hereinafter "International Sponsors")

- (a) All international rights shall be vested in the ITF. These rights include but are not limited to:
 - i) The title of the Competition.
 - ii) The use of any mascot, symbol, legend or device associated with the Competition.

- iii) Advertisements within the court area and stadium at World and Zone Group Ties in accordance with the split of rights agreed by the ITF, Nations and Board of Directors (as shown on the current Fed Cup court layout). No venue shall be selected by the Home Nation with permanent signs at courtside positions or within the angle of the main television cameras. Permanent signage shall mean existing signage that is fixed in place prior to the scheduling of the Tie.
- iv) Appointment of companies as "Official Sponsor of and/or Official Suppliers to the Competition".
- <u>d)</u> All Media Rights (including without limitation all forms of television, internet, mobile, radio and other electronic media).
- e) Recordings
- <u>f)</u> All Data Rights (as more fully described in Appendix L)
- (b) All domestic rights shall be vested in the Home Nation's National Association. These rights include:
 - i) The name or title of the National Team
 - ii) The use of any mascot, symbol, legend or device associated with the National Team.
 - iii) Advertisements within the court area and stadium of the Tie in accordance with the current Fed Cup Court layout. The Home Nation must provide the Title Sponsor and other International Sponsors of the Competition appointed by ITF the opportunity to purchase such advertising opportunities and subject to the conditions set out below.
 - iv) Appointment of companies as Official Suppliers or Sponsors of the national team, subject to the provision of these Regulations.
 - Nations may feature Fed Cup specific material on their official websites in accordance with the guidelines to be provided by the ITF.
 - vi) Product display booths outside the court area.
 - vii) Selection of the ball to be used subject to the provision of Regulation 34(i).
 - viii) Gate receipts and the rights and proceeds to and from programme, food, beverages, merchandise and other on-site sales related to the Tie.

A National Association must not sell any sponsorship rights (save as

described in Regulation 47 below) and/or advertising opportunities at the venue earlier than six (6) months prior to the start of the World Group and World Group II 1st Round and Zone Group Ties. Thereafter the National Association may sell such rights to any entity which does not conflict with the product category of the Title Sponsor or International Sponsors or with any of the product categories reserved by ITF. ITF will notify National Associations of such categories.

Domestic rights for advertisements within the court and the stadium of the Tie may only be acquired by a Team Sponsor and not more than six (6)

Domestic Sponsors who shall be companies whose principle place of business is located within and/or substantially serves the metropolitan area of the Tie venue. Within the stadium and court area no one Sponsor can have more than four (4) signs in total.

Any Tie or Team sponsor must be notified to the ITF at least fifteen (15) days prior to the commencement of the Tie. Companies that acquire Domestic rights shall not be entitled to undertake substantial promotional or advertising activities at any particular Tie which are greater than and derogate from those rights acquired by the Title or International Sponsors and National Associations must ensure that the Title Sponsor is clearly recognized as the main Sponsor of the Competition and must be given appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may, in the exercise of its reasonable discretion, intervene where it believes that this Regulation has been or is about to be breached.

4<u>7</u>. ADVERTISEMENTS

- (a) "advertisements" in regulation 46 (a) (iii) include all space available for advertising within the precincts of the court (that is, the court, surrounds and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects; other than space reserved to the National Association under domestic rights.
- (b) The Home Nation must ensure that the precincts of the court are cleared of advertising, franchise, display or other rights which have not been granted by or with the approval of the ITF or otherwise in accordance with these regulations.
- (c) No obstructions may be placed or remain between the camera and courtside advertising. The Home Nation must obtain a written statement from the prospective "host broad caster" which specifies any restrictions applying to the display of advertising boards, banners or any similar identification on television. Full details must be passed immediately to the ITF who undertakes that holders of international rights must comply with all such legitimate restrictions. The Home Nation must however accept the same responsibility for any holders of domestic rights whose advertising or identification at the competition may be seen on television.
- (d) The Home Nation must allow the contractors access to the court at least 48 hours prior to the commencement of play to erect and install advertisements, displays, equipment and so on. Any advertisements which are not in accordance with these regulations must be removed or covered by the Home Nation. In the event that the Home Nation does not fulfil its obligations herein the ITF may instruct its own contractors to undertake the removal or covering up as may be appropriate.

48. NATIONAL TEAM RIGHTS

National Associations are entitled to appoint a Team Sponsor (one (1) only) under the following conditions and guidelines to be advised by ITF from time to time:

- (a) A National Association may appoint a Team Sponsor for up to a calendar year provided that such Team Sponsor is not a competitor in product or business category of the Title Sponsor or International Sponsors, the product or business category of which they have been notified by ITF.
- (b) A Team Sponsor shall be entitled to use the title or name of the national team e.g. (sponsor) (Nation) Fed Cup Team.
- (c) Team Sponsor identification on clothing must be in accordance with the Fed Cup Code of Conduct (Appendix B).
- (d) A Team Sponsor may use any mascot, symbol, legend or device associated with the national team.
- (e) Any promotional activity at a Fed Cup Tie involving a Team Sponsor must be approved by ITF in writing.
- (f) National Associations must promptly notify the ITF of the name and product category of any existing Team Sponsor and/or further must advise ITF of the identity and product category of any intended Team Sponsor prior to concluding an agreement therewith.

49. RECORDINGS

Copyright in any and all coverage (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and other reproductions shall be the exclusive property of the ITF. If a National Association wishes to film or make use of footage from Ties in which its team takes part, it must obtain prior written approval from the ITF.

50. PROGRAMME AND PUBLICITY MATERIAL

- (a) The official event title in the approved colours is to be used prominently in all official notices, press releases, announcements, programme covers, posters, brochures and other material used to publicise a Tie or the Fed Cup. This includes material issued by the National Association and any companies who acquire domestic rights.
- (b) The programme shall include, free of charge:
 - (i) a message from the President, to be supplied by the ITF.
 - (ii) a Fed Cup editorial, to be supplied by the ITF.
 - (iii) a message from the title sponsor.

(iv) a full page advertisement supplied by the title sponsor. International sponsors, as advised by the ITF, shall have the right to purchase advertising in the programme.

51. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31st October each year to be effective for the following year's Competition. The Commercial Letter, to be used in

conjunction with the current operations manual (to be updated as necessary), will set out in further detail the commercial and operational requirements that must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the competition owned by the ITF. <u>The Operations Manual must be fulfilled and failure to do so will be treated as a breach of these Regulations.</u>

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

XII. ENFORCEMENT OF REGULATIONS

52. ENFORCEMENT OF REGULATIONS

The above Regulations shall be binding on all Nations eligible to compete. The Board of Directors may override these Regulations in extraordinary circumstances.

53. AMENDMENT OF REGULATIONS

(a) These Regulations may be altered from time to time by the Board of Directors if due notice of the principles embodying such alteration shall have been given in accordance with Article 17 of the Constitution of ITF Limited and such principles or ones having the like effect must be carried at a General Meeting of the Council of the ITF by a majority of two-thirds, unless otherwise stated in these Regulations, of the votes recorded in respect of the same.

Any amendments so made shall be effective for the Competition immediately following, unless otherwise decided by a like majority.

(b) The Regulations of the Fed Cup Competition may be altered by the Board of Directors if the matter is deemed to be urgent. In such event the council must vote to ratify or reject the Board's alteration. Such vote must be conducted by email, fax or post, the ballots to be sent within 15 days of the Board's vote and returned within 30 days of the Board's vote. Any unreturned ballot shall be deemed a vote to ratify the Board's alteration.

APPENDIX A

SPECIAL REGULATIONS FOR THE ZONE GROUP EVENTS

1. **PARTICIPATION**

Nations not qualified to compete in the World Group or World Group II and any Nation that did not compete in the previous year, shall play in the Zone Group Events. Zone Group Events shall be split into one, two or three Groups.

(a) Americas Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

All other Nations in the Americas who enter the competition shall compete in Zone Group II.

(b) Europe/Africa Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

Teams competing in Zone Group II shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group III

All other Nations in Europe and Africa who enter the competition shall compete in Zone Group III. Should less than four (4) Nations participate in Zone Group III, then these Nations will be integrated into Zone Group II.

(c) Asia/Oceania Zone Group I

Teams competing in Zone Group I shall be determined by the results from the previous year's Competition, as determined by the Fed Cup Committee.

Zone Group II

All other Nations in Asia and Oceania who enter the Competition shall compete in Zone Group II.

2. FORMAT OF PLAY AND DATES

Each Zone Event must be played over a maximum of seven days at one venue, as determined by the Fed Cup Committee, depending on the number of Nations in the group. The Fed Cup Committee will decide the venue and the dates for the various groups. Each group will be played on a Round Robin and/or Knock-Out format as decided by the Fed Cup Committee. Each Tie shall consist of two singles and one doubles played in one day. Each match must be played the best of three tie-break sets.

3. SEEDING

Teams will be seeded by the Fed Cup Committee in accordance with the most recent Fed Cup Nations Ranking.

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

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

Where there are pools of different numbers of teams, the highest seeded teams will be placed in the pool with the least number of teams; the second seed will be placed in the pool with the second least number of teams, and so on until all the seeds are placed.

4. ORDER OF PLAY

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

Number Two vs Number Two

Number One vs Number One

Doubles Match

When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless otherwise decided by the Referee. When a knock-out format is used, the Referee may decide, after taking into account such factors as weather, spectators and television, to cancel the doubles match if the Tie has already been decided.

5. TEAM NOMINATIONS

Each competing Nation must, no less than twenty-eight (28) days before the Monday of the week fixed for the commencement of the event, nominate in order of merit to the Fed Cup Executive Director a team consisting of either:

- i) 3 players including a playing Captain, or
- ii) 3 players plus a playing or non-playing Captain, or

iii) 4 players plus a non-playing Captain.

Two (2) nominations may be changed up until one hour before the Captains' Meeting to be held on the day prior to the start of the Competition.

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

The order of merit is subject to Regulation 31 (b) of section VIII (Team Nomination and Conduct of Ties).

6. NOTIFICATION OF SINGLES AND DOUBLES PLAYERS

Each Captain must give to the Referee the names of the two (2) singles players and the doubles team, no later than sixty (60) minutes before the scheduled start of play each day. The doubles team can be changed until fifteen (15) minutes after the conclusion of the preceding singles match.

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

7. INTERVAL BETWEEN MATCHES

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

8. RELOCATION OF THE DOUBLES MATCH

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

9. CAPTAINS' MEETING AND DRAW

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

10. WITHDRAWALS

All teams must abide by the rules for entries set forth in the Regulations and any National Association withdrawing from the Competition after submitting its entry form in writing shall be subject to Regulation 14 of Section III (Penalties and Arbitration).

11. METHOD OF DETERMINING PLACES IN THE ROUND ROBIN

Each Tie will consist of three matches, two singles and one doubles. The Nation that wins the majority of matches in the Tie shall be declared the winner and shall be awarded one point.

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

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

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

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

12. PROMOTION/RELEGATION

(a) Zone Group I – Promotion

In 2016 four (4) Nations will advance from the Zone Group I Events to the World Group II Play-offs. Two (2) Nations will qualify from one region and one (1) Nation will qualify from the other two regions. The Fed Cup Committee will decide from which region the four (4) Nations will qualify and such decision shall take into account the number of entries in each region.

(b) Zone Group I - Relegation

As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.

(c) Zone Group II - Promotion

As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event.

(d) Zone Group II – Relegation

As determined by the Fed Cup Committee, Nations will be relegated based on the number of Nations participating and on their position in the previous year's event.

(e) Zone Group III – Promotion

As determined by the Fed Cup Committee, Nations will be promoted based on the number of Nations participating and on their position in the previous year's event. All other teams will remain in Zone Group III.

13. MAKE OF BALL

The Host Nation shall decide the brand of ball to be used in the Zone Group Events subject to the provision of Regulation 34(i).

14. OFFICIALS

The Fed Cup Committee must appoint a Neutral Referee for each Group. The Referee must be responsible for the allocation of courts for both practice and Competition. He/she must decide any on-site disputes or interpretation in accordance with the Rules of Tennis. The Referee must also be the Final arbiter for penalties under the Code of Conduct.

The Host Nation must provide the following:

- i) For each match One (1) Chair Umpire (Certification as stipulated in the Application to host letter sent by the ITF)
- ii) For each match a minimum of five (5) Line Umpires in Zone Groups I, and a minimum of three (3) Line Umpires in Zone Groups II and III
- iii) An ITF Certified Chief Umpire
- iv) A Primary Health Care Provider
- v) A minimum of four (4) Ball Kids per match court

15. CHOICE OF GROUND

Ties played in the Zone Group Event shall not count in terms of Choice of Ground referred to in Regulation 22.

16. HOST NATION

Each Nation in a Zone Group may apply to the ITF to host a Zone Group Event. Such applications must be submitted no later than the date stipulated on a prescribed form provided by the ITF. In selecting the venues for the Zone Group Events, consideration will include the following:

- i) The number of courts available, court surface and other facilities
- ii) The number of officials available
- iii) The availability and price of hotel accommodation
- iv) Airport accessibility
- v) Previous organisational experience of international tennis events

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

17. FINANCE

- (a) There will be no prize money in the Zone Group Events.
- (b) The ITF will pay an amount in accordance with a scale agreed by the Board of Directors in consultation with the Fed Cup Committee based on the actual economy travelling costs incurred by all teams from the Nation's Capital city to the venue for a maximum of four (4) players and one (1) Captain per team.
- (c) Each Host Nation will, in addition, receive a grant which will take into account the number of days of the Competition and the number of competing teams.
- (d) The ITF must provide and pay for a Neutral Referee during the Event and to conduct training courses with local court officials. The Host Nation must provide other necessary officials, organisational staff and pay the costs of court rental, balls, local transportation and other expenses related to the organisation of the Event.

18. ENTRY FEE

The entry contribution of \$300 from each competing Zone Group Nation shall be deducted from the travelling expenses.

19. SPONSORSHIP

Each Host Nation organising a Zone Group Event will receive specific instructions from the ITF as to how to dress the competition courts in terms of sponsorship requirements.

20. INSURANCE

(a) Public and Products Liability Insurance

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

(b) Other Insurances

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

(c) Event Cancellation Insurance

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

APPENDIX B

FED CUP CODE OF CONDUCT

ARTICLE 1: GENERAL

1. PURPOSE

The ITF promulgates this Fed Cup Code of Conduct (Code) in order to maintain fair and reasonable standards of conduct by players and Captains in the Fed Cup Competition. The public is entitled to see the game of tennis played according to uniform rules at its highest professional standards and players who adhere to these standards should not suffer on account of a player or other team member who acts irresponsibly before the tennis public and the game.

2. APPLICABILITY

- (a) This Code shall apply in all matches of the Fed Cup Competition, including the Zone Group Events.
- (b) All teams including players, Captains and coaches shall at all times be subject to this Code and the Official Rules of Tennis. Each team member who is nominated to participate in the Competition shall accept that this Code, the Regulations and the Official Rules of Tennis, then in effect, are binding on her or him.

3. UNITED STATES DOLLARS

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

ARTICLE II: PLAYER ON-SITE OFFENCES

1. GENERAL

Each player, Captain, team member/extra players, coach, trainer or officials attached to either the Home Nation or Visiting Nation shall, during all matches and at all times while within the precincts of the site of a Fed Cup Event, conduct him/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

2. PUNCTUALITY

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

(a) Any player not ready to <u>walk on court when</u> her match is called may be fined up to <u>\$5,000</u>.

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

3. DRESSES AND EQUIPMENT

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

(a) UNACCEPTABLE ATTIRE

Sweatshirts, gym shorts, dress shirts, T-shirts or any other inappropriate attire shall not be worn during a match (including the warm-up).

Shoes

Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves marks beyond what it considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

i) Grass Court Shoes

In a Fed Cup Tie played on grass courts, no shoes other than those with rubber soles, without heels, ribs, studs or coverings, shall be worn by players.

Special grass court shoes will not be used without the express approval of the ITF. Such shoes will not be approved unless they comply with the following specifications:

The pimples or studs on the base of the sole shall have a maximum top diameter of three (3) millimetres and a minimum top diameter of two (2) millimetres. The maximum height of the pimples or studs shall be two (2) millimetres with a maximum of 10 degree angle slope between the base and the top of the pimple. The durometres shall be between 58 and 63 based on the shore "A" scale. The pimple top diameter compared to its respective pimple density per square inch shall be within the following guidelines:

Density per Square Inch
32
28
24
21
18

Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing around the toes must be smooth. Players desiring approval of special grass court shoes should submit a sample shoe to the ITF in advance of the Fed Cup Event.

As an alternative to the above specifications, players may also use the special grass court shoes developed, tested and approved by Wimbledon. These special grass court shoes are available from the ITF upon request.

ii) Clay Court Shoes

Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Referee has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at Fed Cup Events played on clay courts.

Special grass court shoes as described in section (a i.) above shall not be worn during a match on clay courts.

(b) DOUBLES TEAMS

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

(c) TEAM IDENTIFICATION

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

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

(d) IDENTIFICATION

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

1) Shirt, Sweater or Jacket

i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus one (1) manufacturer's identification on each sleeve, neither of which exceeds eight (8) square inches (52 sq.cm) shall be permitted. If written identification is used within this eight (8) square inches (52 sq.cm) area on either or both sleeves, such written identification may not exceed four (4) square inches (26 sq.cm) per sleeve.

ii) Front, Back and Collar

Total of two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification which does not exceed four (4) square inches (26 sq.cm) shall be permitted.

iii) Sleeveless

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

iv) WTA Patch

Under the current agreement with WTA and unless otherwise decided by the ITF, an additional patch may be worn on the sleeve or front of the garment if and only if it is a WTA patch and the sponsor of the WTA does not conflict with a sponsor of the Fed Cup. The WTA patch shall not exceed three (3) square inches (19.5 sq.cm).

2) Skirts, Shorts or Track Suit Pants

Two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification which does not exceed four (4) square inches (26 sq.cm) shall be permitted.

Compression shorts may be worn during a match under a skirt, dress or shorts. On compression shorts one (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identification on shorts/skirts shall be permitted.

No commercial or manufacturers identifications are allowed on the front or back of regular tennis panties.

Note: A dress for the purpose of permissible identification shall be treated as a combination of a skirt and shirt (dividing dress at waist).

3) Socks/Shoes

Manufacturer's identifications on each sock and on each shoe shall be permitted. The identifications on the sock(s) on each foot shall be limited to a maximum of two (2) square inches (13 sq.cm).

4) Racquet

Manufacturer's identifications on racquet and strings shall be permitted.

5) Hat, Headband or Wristband

One (1) manufacturer's identification which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

6) Bags, Other Equipment or Paraphernalia

Tennis equipment manufacturer's identifications on each item plus two (2) separate commercial identifications on one (1) bag, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted.

7) Other Tennis, Sport or Entertainment Event

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trademark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition, tennis tournament, any other sport or entertainment event is prohibited on all dress or equipment, unless otherwise approved by the ITF.

8) General

If utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited. For the purposes of this rule, the manufacturer means the manufacturer of the clothing or equipment in question. In addition, the size limitation shall be ascertained by determining the area of the actual patch or other addition to a player's clothing without regard to the colour of the same.

In determining the area, depending on the shape of the patch or other addition, a circle, triangle or rectangle shall be drawn around the same and the size of the patch for the purpose of this Rule shall be the area within the circumference of the circle or the perimeter of the triangle or rectangle as the case may be. When a solid colour patch is the same colour as the clothing, then in determining the area, the size of the actual patch will be based on the size of the identification.

(e) WARM-UP CLOTHING (SWEATER, JACKET)

Players may wear warm-up clothing during the warm-up and during a match provided it complies with the foregoing provisions and provided further that the players obtain the approval of the Referee prior to wearing warm-up clothing during a match.

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

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

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

(f) CHANGE/TAPING

Any player who violates this Section may be ordered by the Chair Umpire or Referee to change her attire or equipment immediately. No taping over of such attire shall be allowed.

Failure of a player to comply with such an order may result in immediate default.

(g) FINES

Any player or Captain who violates this Section and is not defaulted shall be subject to the following fines:

- Unacceptable Attire and Team Identification Violation of the provisions with respect to Unacceptable Attire or Team Identification shall result in a fine of up to \$10,000.
- ii) Manufacturer's Identification

Violation of the provisions with respect to manufacturer's identifications shall result in a fine of up to \$1,000.

- iii) **Commercial Identification** Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- iv) Other Tennis Events
 Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

4. LEAVING THE COURT

A player shall not leave the court area during a match (including the warmup) without the permission of the Umpire or Referee. Violation of this Section shall subject a player to a fine up to \$6,000 for each violation. In addition, the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as hereinafter set forth.

5. BEST EFFORTS

A player shall use her best efforts to win a match when competing in a Fed Cup Tie. Violation of this section shall subject a player to a fine up to \$10,000 for each violation. For purposes of this Rule, the Referee and/or the Chair Umpire shall have the authority to penalise a player in accordance with the Point Penalty Schedule.

In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this section may subject her to the additional penalties set forth in these Regulations.

6. FAILURE TO COMPLETE MATCH

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

7. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the postmatch media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless such time is extended or otherwise modified by the Referee for good cause. For purposes of this Rule, media obligations also include but are not limited to pre-draw, post-draw and post-match oneto-one interviews and post-draw ceremony interviews with the home and visiting teams national broadcaster, ITF TV and journalist from the official Fed Cup website.

In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Fed Cup Tie including the Final, and a press conference after the Draw Ceremony. The Pre-Draw Press-Conference may be in conjunction with a Team Sponsor in accordance with the operations manual. Violation of this section shall subject a player and/or team to a fine of up to \$10,000.

8. CEREMONIES

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

- * The Draw Ceremony
- * The Opening Ceremony
- * The Closing Ceremony after the Final
- * The Official Dinner

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

9. TIME VIOLATION/DELAY OF GAME

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

A maximum of twenty (20) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the first serve of the next point. If such serve is a fault the second serve must be struck by the server without delay.

When changing ends a maximum of ninety (90) seconds shall elapse from the moment the ball goes out of play at the end of the game until the time the first service is struck for the next game. If such first serve is a fault the second serve must be struck by the server without delay. However, after the first game of each set and during a tie-break, play shall be continuous and the players shall change ends without a rest period.

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the first serve is struck for the next set.

If a set ends after an even number of games there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready.

The first violation of this Section, as either server or receiver, shall be penalized by a Time Violation warning and each subsequent violation, as either server or receiver, shall be penalized as follows:

Server: The Time Violation shall result in a "fault".

Receiver: The Time Violation shall result in a "point penalty".

When a violation is a result of a medical condition, refusal to play or not returning to the court within the allowed time, a Code Violation (delay of game) penalty shall be assessed in accordance with the point penalty schedule.

10. AUDIBLE OBSCENITY

Players shall not use audible obscenity within the precincts of the site. Violation of the Section shall subject a player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up) the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of an Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this rule, audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the Chair Umpire, spectators, linesmen or ballkids.

11. COACHING AND COACHES

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

Players shall also prohibit their coaches (1) from using audible obscenity within the precincts of the site, (2) from making obscene gestures of any kind within the precincts of the site, (3) from verbally abusing an official, opponent, spectator or other person within the precincts of the site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the site and (5) from giving, making, issuing, authorizing or endorsing any public statement from within the precincts of the site which have, or designed to have, an affect prejudicial or detrimental to the best interests of the competition and/or officiating thereof.

Violation of this Section shall subject a player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty

Schedule. In circumstances that are flagrant and particularly injurious to the success of the <u>Tie</u>, or are singularly egregious, the Referee may order the coach to be removed from the site of a match or the precincts of the <u>Tie</u> and upon her failure to comply with such order may declare an immediate default of such player.

12. VISIBLE OBSCENITY

Players shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

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

13. ABUSE OF BALLS

Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precincts of the site except in the reasonable pursuit of a point during a match (including warm-up). Violation of this Section shall subject a player to a fine of up to \$700 for each violation. In addition, if such violation occurs during a match the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth.

For the purposes of this rule, abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

14. ABUSE OF RACQUETS OR EQUIPMENT

Players shall not violently or with anger hit, kick or throw a racquet or other equipment within the precincts of the site. Violation of this Section shall subject a player to a fine up to \$1000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. For the purpose of this rule, abuse of racquets or equipment is defined as intentionally and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during a match out of anger or frustration.

15. VERBAL ABUSE

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the site. Violation of this Section shall subject a player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty

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

For the purposes of this Rule, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

16. PHYSICAL ABUSE

Players shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the site.

Violation of this Section shall subject a player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

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

17. UNSPORTSMANLIKE CONDUCT

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others.

Violation of this Section shall subject a player to a fine of \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the player shall be penalised in accordance with the Point Penalty Schedule hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of a Fed Cup Event, or are singularly egregious, a single violation of this Section may subject her to the additional penalties set forth in these Regulations.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Sport, but that does not fall within the prohibition of any specific on-site offence contained herein. In addition, unsportsmanlike conduct shall include, but not be limited to, intentional delay of play such as crossing the net to inspect a ball mark or refusing to play after being directed by the Chair Umpire to do so, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interest of the Competition and/or the officiating thereof.

18. PARTISAN CROWD

During Fed Cup matches, each Nation must control its supporting spectators so that play is not interrupted or disturbed. In the event that the spectators or any individual spectators supporting a Nation behave in such a partisan manner that play is unreasonably interrupted or the players at any time are unreasonably provoked and/or intimidated, the Referee shall penalise such Nation's player in accordance with the following:

FIRST OffenceWARNINGSECOND OffencePOINT PENALTYTHIRD AND EACH SUBSEQUENT OffenceGAME PENALTY

However, after the third Partisan Crowd violation, the Referee shall determine whether each subsequent offence shall constitute a default.

In circumstances that are flagrant and particularly injurious to the success of a Tie, the Referee shall have the authority to declare a default for a single violation of this section.

19. POINT PENALTY SCHEDULE

The Point Penalty Schedule to be used for violations set forth is as follows:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD AND EACH SUBSEQUENT offence	GAME PENALTY

However, after the third Code Violation the Referee shall determine whether each subsequent offence shall constitute a default.

20. DEFAULTS

The Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the Referee shall be final and unappealable.

Any player who is defaulted as herein provided may be subject to a fine of up to \$2000 in addition to any or all other fines levied with respect to the offending incident.

In addition, any player who is defaulted as herein provided may be defaulted from the remainder of the Tie, except when the offending incident involves only a violation of the Punctuality or Dress and Equipment provisions set forth in Article II 2 and 3, or as a result of a medical condition or when her doubles partner commits the Code Violation which causes the default.

However, prior to any default from the remainder of the Tie, the Referee must use best efforts to obtain the approval of the Executive Director.

21. DOUBLES MATCH

- (a) Warnings/Point Penalties/Game Penalties/Defaults Warnings/Point Penalties, Game Penalties and/or a Default if assessed for violation of this Code shall be assessed against the doubles team.
- (b) Fines

Fines for violation of Article II, 3 b) of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article II of the Code shall be

assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

22. DETERMINATION OF PENALTY

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

23. PAYMENT OF FINES

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

24. APPEALS

Any player or Captain convicted of a violation of a Player On-Site Offence at a Fed Cup Tie may appeal to the <u>Independent Tribunal in accordance with</u> <u>Regulation 15.</u>

ARTICLE III: PLAYER MAJOR OFFENCES

1. AGGRAVATED BEHAVIOUR

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

- i). One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- ii). One incident of behaviour that is flagrant and particularly injurious to the success of the Fed Cup, or is singularly egregious.
- iii). A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Fed Cup.
- iv) A violation of Regulation 7 whereby Fed Cup results of a player are disqualified as a consequence of a<u>n anti-</u>doping <u>rule violation</u> at the Fed Cup or at any other event or elsewhere.

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

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

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

2. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a player is convicted of the violation of a criminal law of any country or territory, the punishment for which includes possible imprisonment for more than one year, she may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the Game of Tennis. In addition, if a player has at any time behaved in a manner severely damaging to the reputation of the Sport, she may be deemed by virtue of such behaviour to have engaged in conduct contrary to the integrity of the Game of Tennis and be in violation of this Section.

Violation of this Section by a player, directly or indirectly through a Related Person or others shall subject a player to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Fed Cup Ties and/or the Fed Cup Competition

Violation of this Section shall <u>be aggravated behavior and shall</u> subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and/or the Fed Cup Competition.

3. DETERMINATION AND PENALTY

The <u>ITF shall investigate</u> all facts concerning any alleged Major Offence. <u>All</u> players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a player or related person (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including (without limitation) requiring the player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The player or Related Person must furnish such information within seven business days of the making or such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article III.C, the ITF forms the view that a player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

Review Board

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

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

When the review board determines that a player or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, setting out:

(a) The Major Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;

(b) The potential consequences applicable if it is determined that the alleged major offence has been committed, and;

(d) The player or Related Person's entitlement to respond to the notice of charge in one of the following ways:

- (i) To admit the major offence(s) charged, and accede to the consequences specified in the notice of charge:
- (ii) To admit the major offence (s) charged, but to dispute and/or seek to mitigate the consequences specified in the notice of charge, and to have the independent tribunal determine the consequences at a hearing; or
- (iii) To deny the major offence (s) charged, and to have the independent tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
- (iv) Provided that if the player or other person wishes to exercise his/her right to a hearing before the independent tribunal, he/she must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the player or Related Person's receipt of the notice. The request must also state how the player or Related Person responds to the charge in the notice and must explain (in summary form) the basis for such response.

In the event no such response is received by that deadline, the player or other person will be deemed to have admitted the Major Offence (s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the notice of charge, or the player or other person admits the Major Offence (s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Major Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the player or Related Person and to any other party that has a right, further to Regulation 15, to appeal the decision.

Provisional suspension

If (and only if):

(a) The player or Related Person has pleaded guilty to, or otherwise admitted (for example, in response to a Notice of Charge) engaging in conduct that constitutes a Major Offence; and

(b) The Review Board has completed its review and has concluded that the player or Related Person in question has a case to answer in respect of that Major Offence:

Then the ITF may notify the player in writing that he/she will be provisionally suspended with effect from the date 10 days after the date of deemed receipt of the notice, pending a full hearing. However, the ITF shall at the same time notify the player or Related Person of his/her right, at his/her election, to make an application to the chairman of the Independent Tribunal convened to hear his/her case, either immediately or at any time prior to the full hearing, for an order that the provisional suspension should not be imposed (or, if the provisional suspension has been imposed, that it should be vacated). The chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable.

<u>A player or Related Person may not, during the period of any provisional</u> suspension, play, coach or otherwise participate in any capacity in the Fed <u>Cup.</u>

Hearing

If the player or other person charged exercises his/her right to a hearing, the matter shall be referred to the Independent Tribunal and shall proceed in accordance with the procedures set out in the Independent Tribunal Procedural Rules.

<u>Subject only to the Rights of Appeal set out in Regulation 15, the</u> <u>Independent Tribunal's decision shall be the full, final and complete</u> <u>disposition of the case and will be binding on all parties.</u>

4. **PAYMENT OF FINES**

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

ARTICLE V: WELFARE POLICY

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

ARTICLE VI: MISCONDUCT

- A. For the purposes of this article, "Covered Persons" shall have the same meaning as set out in the welfare policy in Appendix I.
- B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or National Association who engages in or commits any act of misconduct which does not fall within any behaviour or conduct which is specifically prohibited in this code, or is prohibited but such prohibition is limited in its application so that it is not expressed to apply to the applicable Covered Person or National Association, shall be in violation of this section.
- C. For the purposes of Article VI b, "misconduct" means any conduct or behaviour which is committed by a Covered Person or a National Association and is contrary to the integrity or reputation or interests of the ITF, a tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.
- D. Any individual or National Association that believes that any Covered Person or National Association has committed misconduct in violation of this section may file a written complaint with the Executive Director. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct.
- E. Upon receipt of such a complaint, the <u>ITF</u> shall cause an investigation to be made of all facts concerning the alleged misconduct and shall provide written notice of such investigation to the Covered Person involved; the Covered Person shall be given at least ten (10) days to provide to the <u>ITF</u>, directly or through counsel, such evidence as the Covered Person deems to be relevant to the investigation. Upon the completion of <u>the</u> investigation, the <u>ITF</u> shall <u>refer</u> the matter to the ITF Internal Adjudication Panel.
- F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision (which is subject to appeal in accordance with Regulation 15) shall be promptly delivered to all parties.

- G. The <u>ITF Internal Adjudication Panel</u> may impose appropriate sanctions on Covered Persons or a National Association including:
 - 1. In the case of a player, a fine of up to \$250,000 or the amount of prize money won at the Fed Cup Tie during or at which the violation of this section occurs, whichever is greater, and/or a maximum penalty of permanent suspension from play in all Fed Cup Ties or the Fed Cup competition;
 - 2. In the case of a National Association, disqualification in respect of the Fed Cup competition for the year wherein such violation of this section occurs, and/or refusal of entry for future Fed Cup competitions until assurances of compliance with the regulations and code are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the <u>ITF</u> <u>Internal Adjudication Panel</u>, do not justify disqualification, the <u>ITF</u> <u>Internal Adjudication Panel</u> may decide to impose only a fine or withhold part or whole of the payments set out in Regulation 45.
 - 3. In the case of all other Covered Persons, denial of privileges or a maximum penalty of permanent revocation of accreditation and denial of access to all Fed Cup Ties and/or the Fed Cup competition.
- H. Any Covered Person <u>sanctioned for</u> misconduct by the <u>ITF Internal</u> <u>Adjudication Panel</u> may appeal <u>that decision</u> to the <u>Independent Tribunal in</u> <u>accordance with Regulation 15</u>.

APPENDIX C

MEDICAL, TOILET/CHANGE OF ATTIRE BREAK AND EXTREME WEATHER CONDITIONS

MEDICAL

a. Medical Conditions

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

- Treatable Medical Conditions
 - Acute medical condition: the sudden development of a medical illness or musculoskeletal injury during the warm-up or the match that requires immediate medical attention.
 - Non-acute medical condition: a medical illness or musculoskeletal injury that develops or is aggravated during the warm-up or the match and requires medical attention at the changeover or set break.
- Non-Treatable Medical Conditions
 - Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
 - Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
 - General player fatigue.
 - Any medical condition requiring injections, intravenous infusions or oxygen, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.
- b. Medical Evaluation

During the warm-up or the match, the player may request through the Chair Umpire for the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her during the next change over or set break. Only in the case that a player develops an acute medical condition that necessitates an immediate stop in play may the player request through the Chair Umpire for the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, to evaluate her immediately.

The purpose of the medical evaluation is to determine if the player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed in conjunction with the Independent Doctor, and may be performed off-court. *

If the Referee, in consultation with the Independent Doctor, determines that the player has a non-treatable medical condition, then the player will be advised that no medical treatment will be allowed.

c. Medical Time-Out

A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Physiotherapist/Athletic Trainer has evaluated the player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Physiotherapist/Athletic Trainer is ready to start treatment. At the discretion of the Referee, treatment during a Medical Time-Out may take place off-court, and may proceed in conjunction with the Independent Doctor.*

The Medical Time-Out is limited to three (3) minutes of treatment.

A player is allowed one (1) Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one (1) treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one (1) treatable medical condition.

Muscle Cramping: A player may receive treatment for muscle cramping only during the time allotted for change of ends and/or set breaks. Players may not receive a Medical Time-Out for muscle cramping.

In cases where there is doubt about whether the player suffers from an acute medical condition, non-acute medical condition inclusive of muscle cramping, or non-treatable medical condition, the decision of the Referee, in consultation with the Independent Doctor, is final.

If the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, believes that the player has heat illness, and if muscle cramping is one of the manifestations of heat illness, then the muscle cramping may only be treated as part of the recommended treatment by the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, for the heat illness condition.

Note:

A player who has stopped play by claiming an acute medical condition, but is determined by the Referee, in consultation with the Independent Doctor, to have muscle cramping, shall be ordered by the Chair Umpire to resume play immediately.

If the player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he/she may forfeit the point(s)/game(s) needed to get to a change of ends or set-break in order to receive treatment. There may be a total of two (2) full change of ends treatments for muscle cramping in a match, not necessarily consecutive.

If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code Violation for Unsportsmanlike Conduct could be issued.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, determines that the player has developed at least two (2) distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, will perform a medical evaluation for the two or more treatable medical conditions during a single evaluation, and may then determine that two consecutive Medical Time-Outs are required.

d. Medical Treatment

A player may receive on-court medical treatment and/or supplies from the Physiotherapist/Athletic Trainer and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two (2) changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

e. Penalty

After completion of a Medical Time-Out or medical treatment, any delay in resumption of play shall be penalized by Code Violations for Delay of Game.

Any player abuse of this Medical Rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

f. Bleeding

If a player is bleeding, the Chair Umpire must stop play as soon as possible, and the Physiotherapist/Athletic Trainer should be called to the court by the Chair Umpire for evaluation and treatment. The Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.

If requested by the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, the Referee may allow up to a total of five (5) minutes to assure control of the bleeding.

If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

g. Vomiting

If a player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Physiotherapist/Athletic Trainer, in conjunction with the Independent Doctor, must determine if the player has a treatable medical condition, and if so, whether the medical condition is acute or non-acute.

If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

h. Physical Incapacity

During a match, if there is an emergency medical condition and the player involved is unable to make a request for a Physiotherapist/Athletic Trainer, the Chair Umpire shall immediately call for the Physiotherapist/Athletic Trainer and Independent Doctor to assist the player.

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

The Referee shall use great discretion before taking this action and should base the decision on the best interests of professional tennis, as well as taking all medical advice and any other information into consideration.

The player may subsequently compete in another match at the same Tie if the Independent Doctor determines that the player's condition has improved to the extent that the player may safely physically perform at an appropriate level of play, whether the same day or on a later day.

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

TOILET/CHANGE OF ATTIRE BREAK

A player is allowed to request permission to leave the court for a reasonable time for a toilet break / change of attire break.

Change of attire breaks must be taken on a set break and toilet breaks should be taken on a set break.

In singles, each player is entitled to a maximum of two (2) breaks per match.

In doubles each team is entitled to a maximum of two (2) breaks. If partners leave the court together, it counts as one (1) of the team's authorised breaks. These breaks may be taken for toilet visits, change of attire, or both, but for no other reason whatsoever.

Any time a player leaves the court for a toilet or change of attire break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court.

Any toilet break taken after a warm-up has started is considered one of the authorized breaks.

Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the player is not ready to play within the allowed time.

Any player abuse of this rule will be subject to penalty in accordance with the Unsportsmanlike Conduct section of the Code of Conduct.

EXTREME WEATHER CONDITIONS

Extreme weather conditions shall be defined at such time that heat, as measured by a Heat Stress Monitor, meets or exceeds a heat stress index of 30.1 degrees Celsius/86.2 degrees Fahrenheit. If a Heat Stress Monitor is not available, extreme weather conditions are then defined by the danger zone which is equal to or above the apparent temperature of 34 degrees Celsius/93 degrees Fahrenheit, illustrated on the chart below. Heat stress is measured by Wet Bulb Global Temperature (WBGT) which is calculated as (0.7 Wet Bulb + 0.2 Global Temperature + 0.1 Dry Bulb = WBGT).

Apparent Temperature (what it is like)

Fahrenheit	70°	75°	80°	85°	90°	95°	100°	105°	110°	115°	120°
Relative Humidity											
0 %	64	69	73	78	83	87	91	95	99	103	107
10%	65	70	75	80	85	90	95	100	105	111	116
20%	66	72	77	82	87	93	99	105	112	120	130
30%	67	73	78	84	90	96	104	113	123	135	148
40%	68	74	79	86	93	101	110	123	137	151	
50%	69	75	81	88	96	107	120	135	150		
60%	70	76	82	90	100	114	132	149			
70%	70	77	85	93	106	124	144				
80%	71	78	86	97	113	136					
90%	71	79	88	102	122						
100%	72	80	91	108							

The Referee, in consultation with the Primary Health Care Providers and/or Independent Doctor, shall have the authority to determine if the Extreme Weather Condition rule will go into effect during a Tie. If it is so determined, a ten (10) minute break will be allowed between the second and third sets. There may also be a delay in the starting time of the matches scheduled for play that day.

The decision to put this rule into effect should be made prior to the start of the match. In the case of rain or interruption to play, the Referee can reassess the Extreme Weather Conditions Rule.

If it is a mutual agreement between the players not to take a ten (10) minute break, then play will continue. However, if requested by one player, the official ten (10) minute break will be taken.

During the ten (10) minute break, coaching and treatment will be allowed.

Following the ten (10) minute break, no re warm-up will be allowed. This ten (10) minute break is separate and distinct from the two (2) bathroom and/or change of attire breaks allowed during the match.

After completion of the Extreme Weather Conditions ten (10) minute break between the second and third sets, any delay in returning to the court shall subject a player to Time Violations.

APPENDIX D

DEFINITION OF "GOOD STANDING" OF A PLAYER

For the purposes of Regulation 30, the term "good standing" in connection with a player shall be defined as follows:

One whom:

- (a) is not under a suspension imposed by her National Association, by the ITF or through the imposition of a suspension under a Code of Conduct accepted and approved by the ITF.
- (b) is accepted by her National Association as being under its jurisdiction while competing in events for which her Association has nominated her.
- (c) makes herself available for selection for official team championships and the Olympic Tennis Event and accepts the jurisdiction of her National Association while competing in events for which <u>it has</u> nominated her.
- (d) respects the spirit of fair play and non-violence at all times.
- (e) accepts the conditions of entry of the events she enters, including the conditions of any Code of Conduct adopted for those events.
- (f) agrees to undergo any medical control, including gender control and tests, which are in operation at any event, which she enters.

APPENDIX E

FEMININITY CONTROLS

Gender verification

In any competition, a player may be required upon request to submit to gender verification to determine sexual status.

In the event that the gender of a player is questioned, the medical delegate (or equivalent) of the ITF shall have the authority to take all appropriate measures for the determination of the gender of a competitor.

The results of any tests conducted will not be made public out of deference to the human rights of the individual concerned but will be reported to the chairman of the ITF sport science and medicine commission who shall advise the board of directors of the gender of the player concerned.

Failure by a player to submit to testing upon the request of the ITF shall subject the player to immediate suspension from the competition until such time as the appropriate testing is carried out in accordance with these regulations.

Transsexuals

Any individuals undergoing sex reassignment from male to female before puberty are regarded as girls and women (female), while those undergoing reassignment from female to male are regarded as boys and men (male).

Individuals undergoing sex reassignment from male to female after puberty (and the converse) are eligible for participation in female or male competitions, respectively, under the following conditions:

- A. Surgical anatomical changes have been completed, including external genitalia changes and gonadectomy.
- B. Legal recognition of their assigned sex has been conferred by the appropriate official authorities.
- C. Hormonal therapy appropriate for the assigned sex has been administered in a verifiable manner and for a sufficient length of time to minimise gender-related advantages in sport competitions.
- D. Eligibility should begin no sooner than two years after gonadectomy.

In all instances, a confidential case-by-case evaluation will occur.

APPENDIX <u>F</u>

MINIMUM STANDARDS FOR THE ORGANISATION OF FED CUP WORLD GROUP AND WORLD GROUP II TIES

These minimum standards are in addition to the requirements relating to the organisation of all World Group and World Group II Ties stipulated elsewhere in these Regulations. In addition, for a Nation hosting the Final, please see Appendix G.

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

The arrangements for all Ties shall be subject to approval by the Fed Cup Committee.

1. Location

The city where the Tie is held must be a major city or heavily populated area of the country or territory. For Semifinal Ties the city must be one of the top ranked cities in that country or territory. (For the Final see Appendix G).

2. Airport

The airport must either be an international airport or capable of easy connection to an international airport by a regularly scheduled large commercial jet aircraft and must be easily accessible from the city where the Tie is held.

3. Accommodation

There must be sufficient hotel accommodation of the highest category able to accommodate both teams, Title and International Sponsors, media and officials.

3. The Stadium

The stadium must be within reasonable distance from the hotels (maximum 30 minutes by car).

4. Minimum Seating Capacity

Minimum spectator capacity of 4,000 seats (exceptions may be made for World Group and World Group II First Round and Play-off Ties).

5. Transportation

An efficient transportation system must be provided to take the players and officials to and from the airport and, most importantly, frequent and regular transport between the Tie hotels and the venue.

6. Facilities

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

(a) Locker Rooms

Fully equipped changing rooms of suitable international standard (one for each team).

(b) Players' Lounges

Players' lounges of a suitable size to accommodate both teams and support staff unless otherwise agreed by the ITF.

- (c) Anti-doping testing facilities
- (d) Public Address System
- (e) ITF Offices

The ITF Representative and any other ITF staff will be based in one office which must be equipped with at least one international direct dial land line telephone and high-speed internet access. It must also have or be close to a laser jet printer, photocopying and fax facilities.

At all Ties, the Referee and two Chair Umpires must have their own office which must be equipped with at least one international direct dial land line telephone and high-speed internet access.

(f) Media Conference Room

Player interview room with easy access from the court and changing rooms.

(g) Media Work Area

Area for the working media equipped with high-speed internet access and an adequate number of telephone lines for hire.

(h) Television

The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF as per these Regulations and the operations manual.

(i) Photographers

The court/stadium must have appropriate positions arranged courtside for photographers to be approved by the ITF as per these Regulations and the operations manual.

- Public Facilities Public toilets (which must be free of charge), catering and parking.
- (k) On-Court Equipment The stadium must be able to accommodate all on-court equipment such as scoreboards, line umpires, dais, etc.

7. Media Liaison

One person must be appointed for the duration of the Tie with a good knowledge of English operating from the media room and able to answer any overseas telephone calls relating to the Event.

8. Official Organiser

One person, the official organiser (see Regulation 27), with suitable languages must be available to liaise at all times with the ITF Representative on-site to ensure a smooth running of the event.

9. Team Host

One person must be appointed as 'Team Host' for the Visiting Team able to assist at any time and able to speak English or the language of the Visiting Team.

10. Officials

These must be appointed as outlined in Regulations 37 and 38.

In addition, the Home Nation must also appoint the following Tournament Personnel:

- Chief Umpire
- Line Umpires
- Chief of Ballkids
- Ballkids
- Independent Doctor
- Stringer (at least one stringer must be operational from four (4) days prior to the start and for the duration of the Event)

If not provided by the ITF, uniforms must be provided for the Line Umpires and Ball Kids.

Meals, while on site must be provided for the Referee, Chair Umpires, Line Umpires and Ball Kids.

11. Communications

Walkie Talkies may be necessary depending on the layout of the venue. If they are considered necessary by the ITF, then they will be required for the Referee, the ITF Representative(s), the Official Organiser, the Independent Doctor, the Chief Umpire and the doping control team in the event that antidoping testing takes place.

12. Security

The Home Nation <u>is</u> responsible for the formulation, administration and implementation of a comprehensive security and safety <u>plan</u> that:

- 1. Ensures, as far as is reasonably practicable, the health, security, safety <u>and welfare</u> of all members <u>of the</u> delegation of both teams, <u>ITF delegates</u>, <u>employees and contractors and any</u> officials, at all times, from arrival in the host country or territory until departure from the host country or territory or 24 hours after the conclusion of the Tie, whichever is the sooner.
- 2. <u>Ensures as far as reasonably practicable the health, safety, security and welfare of any and all who are in attendance at the Tie in any capacity and;</u>
- 3. <u>Applies to any facility or transportation associated with the Tie including</u> the venue for the Tie, any relevant hotel, any venue for any official functions organised or sanctioned by the Home Nation or the ITF.

Further, the Home Nation must:

- Comply with all security health and safety laws, regulations or guidelines applicable to the holding of an event in the location of the Tie;
- Liaise with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security around the delivery of the Tie and the implementation of the Security Plan:
- Comply with such security guidelines as are issued by the ITF from time to time:
- Complete the ITF Security Questionnaire in a working language of the ITF and provide such Questionnaire and further documents or information as is requested by the ITF from time to time; and
- Notify the ITF in the event of it being informed about any specific security risk at or in connection the Tie.

Where special circumstances apply to a particular Tie, the National Association of the Visiting Nation may no later than 14 days prior to the Tie request of the Home Nation that the need for specific security arrangements be taken into account. Should the Visiting Nation attend with their own security personnel, such personnel must be identified to and liaise with the Home Nation's Security Officer.

13. Insurance

(a) Public and Products Liability Insurance

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

(b) Other Insurances

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

(c) Event Cancellation Insurance

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

14. Official Functions

The following must take place:

- Captains' Meeting (as outlined in Regulation 38)
- Official Draw
- Official Dinner (an Official Dinner must be held during the week of the Tie. In the case of the Final, a Dinner must be held on the last evening.
- Opening Ceremony on the first day of the Tie.

All venues, dates and times of the official functions are subject to prior approval of the ITF.

15. Official Programme

The ITF must receive a minimum of five pages free of charge in the official programme for each Tie including the Fed Cup Final.

APPENDIX G

ARRANGEMENTS FOR THE FED CUP FINAL

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

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

- (a) The city where the Final is to be held must be the capital city or one of the major cities of that country or territory with an accessible international airport. There must be sufficient hotel accommodation of the highest category (maximum 45-minutes to the stadium by car) to accommodate teams, Title Sponsor and International Sponsors, media and officials.
- (b) There must be a minimum spectator capacity of 5,000 seats unless otherwise agreed by the Fed Cup Committee.
- (c) The appointment of representatives of the ITF to liaise with the Home Nation. These representatives of the ITF must have an office on the site of the venue, to be provided by the Home Nation. The prime responsibility of these representatives shall be to ensure that all sponsorship and commercial matters required by these Regulations are properly dealt with and that the operations manual is strictly followed.
- (d) Accreditation and facilities for international press, including TV and photographers.
- (e) Allocation of tickets to the ITF and the Visiting Nation.
- (f) Official functions (Draw, Presentation and Closing Ceremonies, Dinners, etc). The Home Nation must consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony must take place prior to the first singles match on Saturday. The Closing Ceremony on court, including the presentation of the Fed Cup trophy to the Champion Nation, must take place on Sunday immediately following the last match unless otherwise agreed. If a result has been obtained after the third or fourth singles match, taking spectators and television into account, the Executive Director shall, following consultation with the Referee and the Promoter have the authority to decide that the doubles match may not be played. The Official Dinner must be held on Sunday evening.
- (g) Display of the Fed Cup Trophy on court both days.
 - It is the responsibility of the Home Nation to provide security for the Fed Cup Trophy during its time in the country of the Home Nation. After the Final, it is the responsibility of the Winning Nation to arrange the shipment of the Fed Cup Trophy back to their country or territory (if away from home), clear the Trophy through customs and to pay any costs incurred.

It is also the responsibility of the Winning Nation to arrange the shipment of the Trophy onto the ITF the following year, clear the Trophy through customs and to pay any costs incurred.

- (h) Entertainment and requirements of the Title Sponsor and International Sponsors.
- (i) Display areas, VIP rooms and offices for the staff of the ITF.
- (j) Wi-Fi must be available free of charge to members of the public on site as per the guidelines set out in the Operations Manual and provided in accordance with the Terms and Conditions set out in Schedule 1 to this Appendix G.

SCHEDULE 1

WIFI SERVICE MINIMUM STANDARDS

1. The following definitions shall apply in this Schedule 1:

"**Prohibited websites**" means any and all websites which contain pornography, illegal content of any kind, illegal drugs promotion, racism, fraudulent or suspicious content, content that promotes gambling, gaming and/or any other activity with an entry fee and a prize, or any offensive material, and such other websites as are notified to the National Association by the ITF in writing from time to time;

"User" means any user of the Wi-Fi service;

"User data" means all information provided by users or collected in respect of users in connection with their use of the Wi-Fi services;

"Wi-Fi service" means the wireless networking technology that provides wireless high-speed internet and network connections free of charge to members of the public on site; and

"Wi-Fi provider" means the provider of the Wi-Fi service.

- 2. Wi-Fi service shall be available free of charge to the members of the public on site at a minimum in all hospitality areas, commercial areas and court area.
- 3. Unless otherwise agreed in writing between the National Association and the ITF, all intellectual property rights in and to any and all user data shall vest jointly in the ITF and the National Association automatically upon creation and the ITF and the National Association shall each be entitled to use, exploit, assign, and license user data without the prior written consent of the other, subject to applicable data protection legislation. The National Association agrees to do, and procure that the Wi-Fi provider does, all acts and executes all documents as may be necessary to give effect to rights granted in this paragraph Error! Reference source not found..

- 4. The National Association shall procure that:
 - a) The privacy policy for the Wi-Fi service is prominently made available to users on registration for the Wi-Fi service and that it notifies users that user data will be shared with the National Association and the ITF and used for the following purposes: marketing, analytics, and service improvement; and
 - b) The Wi-Fi provider prominently presents to users (when user data is first collected) marketing consent wording to enable the National Association and the ITF to send marketing communications to users, such marketing consent wording to be agreed in writing by the National Association and the ITF prior to the commencement of the Wi-Fi service.
- 5. Upon the written request of the ITF, the National Association shall provide, or shall procure that the Wi-Fi provider provides, all user data in such format and at such frequency as the ITF may reasonably request, including notice of which users have and have not consented to receiving marketing communications from the National Association and the ITF.
- 6. The National Association agrees at all times to ensure that users are clearly notified that the Wi-Fi service is not provided by the ITF and such notice shall clearly identify the Wi-Fi service as the provider of the Wi-Fi services.
- 7. The National Association agrees at all times to ensure that no prohibited websites are accessible by users via the Wi-Fi service.
- 8. Unless otherwise agreed in writing between the National Association and the ITF, the National Association warrants and represents that:
 - a) It has the full right, title and authority to grant to the ITF the rights in the user data under paragraph **Error! Reference source not found.** of this schedule 1; and
 - b) The Wi-Fi service complies, and shall continue to comply, with all applicable laws, guidance and mandatory codes of practice relating to the processing of personal data and privacy and the provision of Wi-Fi services.

APPENDIX H

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

WORLD GROUP AND WORLD GROUP II

VISITING NATION

Complimentary Tickets

- 1) Twelve (12) seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- 2) Up to ten (10) seats, in priority positions, in the Presidential Box for the VIP's of the Visiting Nation. Hospitality must also be provided free of charge for these ten (10) places.
- 3) Fifty (50) first category daily tickets (one hundred (100) in the case of the Fed Cup Final)

Where a stadium does not include any boxes, the Visiting Nation must be given first choice for their complimentary tickets after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the Visiting Nation shall not automatically be entitled to have their complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six.

These seats must be positioned at one location.

Purchased Tickets / Hospitality

The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes),

The balance of the 10% must be located in a block starting in the area directly behind the team bench of the Visiting Nation, unless otherwise agreed by the ITF.

The Visiting Nation must confirm to the Home Nation within twenty (20) days of being advised of the venue and ticket prices whether or not it wishes to take up its option to purchase such tickets.

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

ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS

Complimentary Tickets / Hospitality

- 1) Six (6) seats in the Presidential Box for the VIP's of the ITF and seating for Title Sponsor and International Sponsors where requested. In the case of the Fed Cup Final seats for the following people must be reserved;
 - ITF Board of Directors
 - Fed Cup Committee
 - Up to four (4) members of the ITF's Senior Executive staff

- The Presidents (and their partners) of other World Group Fed Cup Nations attending the Fed Cup Final shall, provided adequate notice is given, be entitled to receive complimentary seats where available.

All persons receiving complimentary seats in the Presidential Box must be provided with hospitality by the Home Nation.

2) Up to an aggregate of one hundred eighty (180) (two hundred thirty (230) for the Fed Cup Final) daily first category tickets for use by the Title Sponsor, International Sponsors and the ITF.

Where a stadium does not include any boxes, the ITF, Title Sponsor and International Sponsors' must be given first choice for their complimentary seats after the Home Nation's requirements for its President's area have been met.

Where a stadium includes boxes, the ITF, Title Sponsor and International Sponsors shall not automatically be entitled to have their complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six. These seats must be positioned at one location.

Purchased Tickets

The ITF, Title Sponsor and International Sponsors are entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets **must** be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes) with the entitlement to purchase five hundred (500) first category tickets (seven hundred (700) in the case of the Fed Cup Final) at the lower of US\$75 each (US\$100 each in the case of the Fed Cup Final) or face value. The seats in each price category **must** be positioned together in significant numbers.

Such tickets must be in a good location and will be purchased by the ITF and confirmed thirty (30) days before the Tie.

The ITF, Title Sponsor and International Sponsors shall be entitled to purchase five hundred (500) hospitality passes (seven hundred (700) in the case of the Fed Cup Final), of a first class standard at market price. The price must include construction, food and beverages, decoration, hostesses etc but

does not include local taxes. The ITF, Title Sponsor and International Sponsors must be given first choice of the location of their hospitality area after the Home Nation's requirements for its president's area have been met.

APPENDIX I

WELFARE POLICY

Any team member coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player or team (together "Player Support Team Member"), any player and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff member and members of the media (together "Credentialed Person") shall conduct himself/herself in a professional manner at all times and in accordance with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined as "Covered Persons".

a. Elements of the Welfare Policy.

i. Application

a) Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.

ii. Unfair and/or Discriminatory Conduct

a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.

b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.

iii. Abuse of Authority; Abusive Conduct

a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.

b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.

c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.

b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.

c) Covered Persons shall not engage in sexual harassment - for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.

d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b below.

- v. Other matters
- (a) Criminal Conduct Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation

may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.

(b) Conduct in General – Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

b. Violations/Procedures

- i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF Executive Director responsible for the ITF Tournament in which the complainant participates. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct. Upon receipt of such a complaint, the ITF shall promptly <u>investigate the matter</u>. Upon request by the <u>ITF Internal Adjudication Panel</u> shall have authority to issue a provisional suspension of the accused individual, pending the completion of the investigation and issuance of a final decision on the matter.
- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF may determine that the complaint does not merit further action. If the ITF determines that the complaint does merit further action, after notifying the accused individual of the charge(s) <u>it shall refer the matter to the ITF Internal Adjudication Panel. After</u> and giving the accused individual the opportunity to present his or her views, the ITF <u>Internal Adjudication Panel</u> may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the ITF <u>Internal Adjudication Panel</u> may deem appropriate.
- iii. The ITF Internal Adjudication Panel reserves the right to extend to any or all ITF Tournaments a suspension or other disciplinary action taken against a Covered Person by a National or Regional Association or other tennis organisation such as the Women's Tennis Association and Association of Tennis Professionals or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section a) v. above. The ITF Internal Adjudication Panel reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above. The ITF Executive Director may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other tennis organisations as specified above and/or relevant authorities.

iv. Decisions of the ITF <u>Internal Adjudication panel</u> may be appealed to the <u>Independent Tribunal in accordance with Regulation 15.</u>

Any decision of the <u>ITF Internal Adjudication Panel</u> pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF Executive Director and/or the ITF <u>Internal Adjudication Panel</u>.

APPENDIX J

RECIPROCITY

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all Fed Cup Ties, a suspension or other sanction issued against a Covered Person (as defined in Appendix I - ITF welfare policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any other tennis organisation including National Associations, the Grand Slam Board, Women's Tennis Association and Association of Tennis Professionals.

The ITF Internal Adjudication Panel shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other tennis organisation or any other relevant authorities. The ITF Internal Adjudication Panel may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities he considers appropriate in his absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

APPENDIX K

RIGHTS IN RELATION TO PARTICIPANT IMAGES IN RESPECT OF THE FED CUP FINAL

- 1 Subject to the conditions set out in Paragraph 2 below, the National Associations participating in the Fed Cup World Group shall obtain the right, by way of a free of charge, worldwide licence, for ITF to use and for ITF to authorise the sponsors (as defined below) to use photographs and/or other visual reproduction and/or representations of all nominated players and captain of their Fed Cup team ("participants") for the advertisement and promotion of the ITF and/or the sponsors (being the Title Sponsor, the International Sponsors and either the Team Sponsor or one (1) local sponsor approved by the ITF), in the event that their team participate in the Fed Cup Final.
- 2 The rights set out in Paragraph 1 above are to be granted subject to the following conditions:
 - a) The rights are restricted to use in connection with each participant's status as a member of her Fed Cup team and must only be used in materials featuring no less than four (4) participants;
 - b) Such images may only be used by sponsors as part of their association with the Fed Cup and in connection with references to the Fed Cup Final featured in the photography or visual reproduction or representation. No participant's image shall be used as a commercial endorsement of any of the sponsors' product or service;
 - c) Where such images are used by a Team Sponsor or ITF approved local sponsor, the use shall be restricted to within the geographic territory of the National Association only;
 - d) All use by sponsors including scope and duration of use will be subject to the prior written approval of ITF;
 - e) No participant's image will be used in a manner that is materially more prominent than the images of other participants used;
 - f) In any event the rights are granted for a period of up to one (1) year.

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

i. Title Sponsor – rights may be used on a worldwide basis for a maximum of three (3) months duration from the date of the Fed Cup Final.

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

APPENDIX L

DATA RIGHTS

1. Definitions

The following terms shall have the following ascribed meanings:

"Data Rights"	shall mean the right to in any way use or create or assemble Official Data including without limitation the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data including but not limited to the Live Scoring Rights.
"Match Period"	shall mean in respect of each match the period commencing at the start of that match and expiring 30 seconds after conclusion of the last game in said match.
"Live Scoring Rights"	shall mean the right to exercise Data Rights during the applicable Match Period.
"Official Data"	shall mean any order of play/schedule, draw, scoring (including, without limitation live match scores/in- match incident such as match starting, challenge, a point being scored, number of aces etc.) And/or other statistical information relating to the Competition, any Tie and/or the participants therein, howsoever generated and including without limitation PAT Data;
"PAT Data"	shall mean player performance analysis data and/or other data or information collected by and/or with the co-operation of the Player and/or Team and/or National Association and/or analysis derived therefrom during a match in the Competition by means of any system of player analysis technology that is approved by ITF for use in the Competition.

2. Data Rights

The ITF will have the exclusive right to exercise the Data Rights including without limitation the Live Scoring Rights in respect of any and all Ties and/or any and all elements of the Competition. Each National Association will assist the ITF in its efforts to exercise the Data Rights.

ITF hereby confirms that each National Association may on a royalty free basis use Official Data by the following means:

- (a) The right to use the Official Data excluding PAT Data in National Association official publications and on official websites, mobile applications and/or other media outlets provided that any such use takes place after the applicable Match Period and is for non-gambling purposes;
- (b) The right to supply the Official Data excluding PAT Data to Official Sponsors and/or Suppliers of the National Team provided that any such supply takes place after the Match Period and is for non-gambling purposes; and

(c) The right to use the Official Data excluding PAT Data for in-venue purposes (including by way of example and not limitation on in-venue scoreboards) before the expiry of the Match Period for non-gambling purposes;

In addition ITF confirms that where ITF provides a live score centre of any match on the ITF website the National Associations may request ITF's permission to incorporate a link on their respective official websites that enables viewers to access and view such live score centre. ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with ITF directions.

All other rights to use or create or assemble Official Data or in any way to exercise the Data Rights are reserved exclusively to ITF and may be exploited by ITF at its sole election.

3. Data Rights Protection

National Associations shall not allow or authorise the dissemination, transmission, publication or release of any Official Data and/or any match score or other related statistical data from the venue of any Tie.

The use of laptop computers, mobile phones or other handheld electronic devices within the venues to collate, collect, use, store, reproduce, onward supply or make available any Official Data and/or any match score or other related statistical data or for purposes relating to gambling shall be prohibited and each National Association shall take reasonable steps to enforce such prohibition (including without limitation by means of venue regulations, ticket conditions and accreditation terms), save for incidental use within editorial reporting. The exception to this provision is National Association and/or ITF credentialed personnel when used in the performance of their duties.

The National Associations shall co-operate with the ITF in relation to:

- Any system or scheme that the ITF implements for the exercise, collection, supply and/or licensing (in each case by the ITF itself or via an appointed third party) of Live Scoring Rights;
- Any measures that the ITF takes to protect the exclusivity of Live Scoring Rights and the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Official Data.

ITF and the National Associations shall at all times co-operate with and comply with the requirements of the Tennis Anti-Corruption Program.

4. PAT Data Exploitation

ITF has, subject to the rules of tennis, agreed that Players and National Teams using approved pat systems may collect, collate, assemble and store PAT Data from games and matches played in the competition subject to the following conditions:

i. During the Tie the National Associations, team members, coaches and players and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data shall only use such PAT Data for internal analysis and coaching purposes of the respective player and/or team and such use shall be strictly subject to Rule 30 of the Rules of Tennis

- ii. Each National Association, Team, Team member, Coach and Player shall and undertakes to procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data at any time shall:
 - a) Not publish, use or otherwise exploit any PAT Data or supply any PAT Data or analysis derived therefrom to third parties for any purposes other than as described in 4(i) above or that have otherwise been pre-approved in writing by ITF and shall take such steps as ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, in particular but without limitation no PAT Data or analysis or product derived therefrom shall be used or supplied to any third party for any purpose related to betting and/or gambling;
 - b) Ensure that ITF shall be able to access free of charge any and all such PAT Data live and/or delayed at the venue of the match and/or such other point as may be agreed and ITF shall be free to use such PAT Data and authorise third parties to use such PAT Data for any purposes;
- iii. In the event that such PAT Data is accessed by unauthorised third parties and/or ITF reasonably believes that PAT Data and/or PAT equipment and/or services are being used for any purposes in breach of these Regulations ITF shall be entitled to rescind its approval and the National Teams, Coaches and Players will immediately cease use of the PAT system pending resolution.

COMMITTEES

Board of Directors

David Haggerty (USA) (Chairman), Katrina Adams (USA) (Vice President), Anil Khanna (IND) (Vice President), Rene Stammbach (SUI) (Vice President), Martin Corrie (GBR), Sergio Elias (CHI), Ismail El Shafei (EGY), Bernard Giudicelli (FRA), Jack Graham (CAN), Thomas Koenigsfeldt (DEN), Celia Patrick (NZL), Mary Pierce (FRA), Aleksei Selivanenko (RUS), Stefan Tzvetkov (BUL), Bulat Utemuratov (KAZ), Mark Woodforde (AUS).

Fed Cup Committee

Katrina Adams (USA) (Chairman), Christiane Jolissaint (SUI), Ivo Kaderka (CZE), Ulrich Klaus (GER), Ingrid Lofdahl Bentzer (SWE), Aleksei Selivanenko (RUS), Joan Pennello (WTA - Observer).

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