RFU REGULATION 17 - ANTI-CORRUPTION AND BETTING

17.1 Introduction and Scope

17.1.1 This Regulation 17 establishes a set of regulations and sanctions to apply across the Game at International level and Contracted Player level with which all persons involved in those levels are required to comply.

17.1.2 Definitions that are applicable to this Regulation 17 are either set out in RFU Regulation 17.2 below or will bear the same meaning as those defined in the IRB Regulations.

17.1.3 This Regulation 17 shall be interpreted and applied by reference to the fundamental sporting imperatives set out in IRB Regulation 6.1.3 in preference of any strict legal and/or technical interpretation which may be proposed.

17.1.4 This Regulation 17 is in addition to the provisions set out in IRB Regulation 6 (Anti-Corruption and Betting). All Connected Persons are automatically bound by and required to comply with all of the provisions of this Regulation 17, IRB Regulation 6 and such other RFU, IRB and other Unions' Rules and Regulations as may be applicable from time to time.

17.1.5 In addition to Regulation 17.1.4, by their involvement in the Game, Connected Persons shall:

(a) Be deemed to have agreed that it is their responsibility to read and ensure that they understand all of the provisions of these regulations and to comply therewith.

(b) Be deemed to have agreed that they have a duty to inform all of their associates (which may include family and non-family members) as appropriate of the scope and application of these regulations to those associates.

(b) Be deemed to have agreed to submit to the authority of the RFU and the IRB to adopt, apply, monitor and enforce these regulations.

(e) For the purposes of applicable data protection laws, be deemed to have consented to the collection, processing, disclosure and use of information (including without limitation personal information) relating to themselves and their activities for the purposes of the operation, implementation, monitoring and enforcement of this Regulation 17 and IRB Regulation 6 (including to the sharing of information with third parties as set out in IRB Regulation 6), and shall confirm such agreement in writing upon demand.

(f) Consent in writing to continue to be bound by and are required to comply with this Regulation 17 and IRB Regulation 6 for a period of six months following the cessation of their duties in relation to the Game and shall confirm such agreement in writing upon demand.

(g) Consent in writing to waive and forfeit any rights, defences and/or privileges afforded by any law in any jurisdiction to withhold information requested as part of any investigation under RFU Regulation 17 and/or IRB Regulation 6.

17.2 Definitions

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

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

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

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

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

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

entity involved in the organisation, administration and/or promotion of the Game at International Match and/or Contract Player level.

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

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

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

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

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

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

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

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

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

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

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

Wager Placing, accepting, laying and/or otherwise entering into any form of wager, bet and/or financial speculation. The foregoing shall include, without limitation, a wager, bet and/or financial speculation on a number of events or occurrences (for example, a multi-bet). A **Prohibited Wager** shall be any conduct in contravention of Regulation 17.3.1.

17.3 Anti-Corruption Breaches

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

17.3.1 Prohibited Wagering

All Connected Persons

(a) No Connected Person shall, directly or indirectly, Wager and/or Attempt to Wager on the outcome or any aspect of any Connected Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Wager and/or any other Benefit in relation to a Wager, subject to 17.3.8 below.

(b) No Connected Person shall and/or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other party to Wager and/or Attempt to Wager on the outcome or any aspect of any Connected Event, subject to 17.3.8 below.

Contract Player(s) and Contract Player Support Personnel

(c) No Contract Player or Contract Player Support Personnel shall, directly or indirectly, Wager and/or Attempt to Wager on the outcome and/or any aspect of any Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Wager and/or any other Benefit in relation to a Wager, subject to 17.3.8 below.

(d) No Contract Player or Contract Player Support Personnel shall and/or shall Attempt, directly or indirectly, to solicit, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other person to Wager and/or Attempt to Wager on the outcome or any aspect of any Event, subject to 17.3.8 below.

17.3.2 **Corruption Related to Fixing**

No Connected Person shall:

(a) Fix (as defined above) and/or Attempt to Fix.

(b) Or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree, give, pay for, receive and/or facilitate a Benefit to Fix and/or Benefit to Attempt to Fix.

(c) For Benefit fail to perform to the best of his abilities (including in the future) in relation to an Event(s) including any aspect thereof.

(d) Solicit, offer, induce, entice, instruct, persuade and/or encourage another Connected Person to fail to perform to the best of their abilities in relation to an Event(s).

17.3.3 **Misuse of Inside Information**

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

(a) Use Inside Information for the purposes of Wagering whether by themselves or by or via another person and/or entity;

(b) Disclose Inside Information to any person (with or without Benefit) before and/or during an Event where the Connected Person knows and/or may reasonably be expected to know that disclosure of the Inside Information could be used in relation to Wagering.

Note: This Regulation shall not prohibit a disclosure of Inside Information to the general public at large (for example without limitation, in a live media interview or in the news section of a Union's website) such that the information thereby ceases to be Inside Information nor shall it prohibit a disclosure of Inside Information to a close personal associate provided that the Connected Person is aware of and complies with Regulation 6.1.3(b) and where in the circumstances it is reasonable for the Connected Person to expect that the Inside Information can be disclosed in confidence and that it will not be used in relation to Wagering. Subject to the foregoing, this Regulation shall prohibit

a disclosure, for example, to journalists, members of the media, online social network contacts and/or other persons where the Connected Person knows and/or may reasonably be expected to know that disclosure of the Inside Information could be used in relation to Wagering.

(c) Give and/or receive Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).

(d) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).

(e) Solicit, offer, induce, entice, instruct, persuade, encourage, pay for and/or facilitate the breach of any of the foregoing provisions of this Regulation 17.3.3.

17.3.4 General Corruption Offences

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

(a) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit in relation to an Event improperly and/or in circumstances which the Connected Person knows and/or may reasonably be expected to know could bring the Connected Person and/or the Game into disrepute and/or may pose a threat to the integrity of the Game.

(b) Tamper with, obstruct, delay, and/or destroy any evidence, potential evidence, documentation and/or information which may be relevant to an Anti-Corruption Breach (actual or potential) and/or an investigation into corruption or potential corruption or pursuant to these Anti-Corruption Regulations.

17.3.5 Responsibilities of Connected Persons

(a) Connected Persons shall report to the Anti-Corruption Officer as soon as practicable full details of any approach, invitation, offer, solicitation, inducement, enticement, instruction, persuasion, encouragement, payment and/or facilitation to them and/or to any other Connected Person of which they have knowledge with respect to Prohibited Wagering and/or Attempted Prohibited Wagering, Fixing, Attempted Fixing, the provision of Inside Information for such purposes and/or any other conduct, information and/or credible suspicion in relation to any conduct which may breach any provision of and/or be relevant with respect to these Anti-Corruption Regulations and/or which may otherwise pose a threat to the integrity of the Game. For the avoidance of doubt, Connected Persons shall be required to report any new information or suspicion pursuant to the foregoing including in circumstances where the Connected Person has already made a report to the Anti-

Corruption Officer and/or is aware that a report has been made by another person and/or is otherwise aware that the matter has come to the attention of the Anti-Corruption Officer.

(b) In the event that a Connected Person fails to comply with Regulation 17.3.5(a) the Connected Person shall be liable to receive the same sanction, as if s/he had committed the Anti-Corruption Breach himself.

(c) Upon request by the Anti-Corruption Officer and one of either the RFU Legal & Governance Director or RFU Head of Discipline, Connected Persons shall cooperate fully, accurately and promptly with and shall provide all necessary assistance to the Anti-Corruption Officer with respect to any matter pursuant to this Regulation 17 (including answering the questions of and furnishing the Anti-Corruption Officer with, all relevant and/or requested documentation and information, including, without limitation, all telephone records, bank account, credit card and transaction details, betting account records, internet and email records, computers and hard drives and other electronic information storage devices and documents). Connected Persons shall ensure that any such documents are available and/or can be obtained.

(d) Connected Persons shall attend any hearings (either in person or by telephonic means) as directed by the RFU save where they have not been given reasonable notice and/or where they have other compelling justification to not attend.

(e) Connected Persons shall, make all efforts within their power to ensure that their family members/associates and shall themselves, keep all matters related to a report pursuant to Regulation 17.3.5(a) and/or to a request pursuant to Regulation 17.3.5(c) and/or any other proceedings pursuant to this Regulation 17 save as otherwise required in accordance with RFU Regulations, IRB Regulations and/or such applicable laws and/or regulations.

(f) The IRB may issue a direction prohibiting and/or restricting the use of Mobile Communications Devices on the day of an International Match for certain Connected Persons involved with the conduct of the International Match (without prejudice to the ability of a Union or Tournament Organiser to issue such a direction in its own jurisdiction) and in such case all Connected Persons shall comply with the direction(s).

(g) For the avoidance of doubt a failure to comply with any aspect of this Regulation 17.3.5 shall constitute an Anti-Corruption Breach.

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

(a) Whether the Connected Person who is alleged to have committed an Anti-Corruption Breach was participating in the particular Event(s) in relation to which the conduct is alleged;

(b) The nature and/or outcome of any Wager(s) in issue;

(c) Whether or not any Benefit was actually given or received;

(d) The outcome of the Event(s) and/or any aspect thereof in relation to which such Wager(s) was made;

(e) An absence of or unusual evidence with respect to a Connected Person's lack of effort and/or poor or unusual performance in an Event and/or aspect thereof (however, any such evidence may be offered to support an allegation regarding a breach of these Anti-Corruption Regulations);

(f) Whether or not a Connected Person's efforts or performance (if any) in relation to the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question; and/or

(g) Whether or not any of the results and/or aspects of the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question.

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

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

17.4 Investigations

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

investigation pending the outcome of investigations being conducted by a Union and/or other relevant authorities.

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

(a) Copies or access to all records relating to the alleged breach (such as without limitation telephone records, bank account, credit card and transaction details, internet and email records, betting account records, computer hard drives and other electronic information storage devices and documents); and/or

(b) A written statement made by the Connected Person setting out in detail all of the facts and circumstances of which the Connected Person is aware with respect to the alleged Anti-Corruption Breach.

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

17.5 Disciplinary

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

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

17.6 Sanctions

17.6.1 Where it is determined that an Anti-Corruption Breach has been committed, the range of sanctions applicable to an Anti-Corruption Breach are set out in Regulation 17.6 below. The sanctions set out below

shall be applied in place of any recommended sanctions set out in RFU Regulations and the mitigating and aggravating factors set out in IRB Regulation 6 shall apply.

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

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