



*National Framework for Ethical Behaviour and Integrity in Basketball – Appendix 2*

*Gambling and Match-Fixing Policy*

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## 1. Introduction

- 1.1 Basketball Australia recognises that while betting may be a legitimate pursuit in certain circumstances, sport must safeguard itself against illegal, inappropriate or fraudulent betting, match-manipulation and match-fixing. Betting on sport and its connection to match-manipulation and match-fixing is, globally, a critical issue and concern for sport, the betting industry and governments alike.
- 1.2 The manipulation of sporting competitions and related activities undermines the integrity of sport and, therefore, the survival and success of sport itself and all its participants and stakeholders. All basketball matches and competitions must be played on a level playing-field with genuine outcomes that must remain uncertain until they are completed. Basketball Australia, Member Organisations and Authorised Providers have an obligation to address the threat of match-fixing and manipulation and the corruption and damage that flows from it.
- 1.3 Public trust and confidence in the authenticity and integrity of basketball matches and competitions is vital. Basketball Australia, Member Organisations and Authorised Providers therefore have zero tolerance for prohibited betting by participants, illegal gambling, match-manipulation and match-fixing.
- 1.4 Basketball Australia is committed to taking every step in its power to prevent corrupt betting practices within the sport of basketball.
- 1.5 The purpose of this Gambling and Match-Fixing Policy is to:
  - 1.5.1 protect and maintain the integrity of the sport of basketball;
  - 1.5.2 protect against any efforts to impact improperly the result of any match or event; and
  - 1.5.3 establish uniform rules and a consistent scheme of enforcement and penalties for the sport of basketball in Australia.

## 2. Application of Policy

- 2.1 This Gambling and Match-Fixing Policy is to be read in conjunction with the provisions set out in the Basketball Australia *National Framework for Ethical Behaviour and Integrity in Basketball* ('the Framework'). Capitalised terms not otherwise defined in this Gambling and Match-Fixing Policy have the meaning given to them in the Framework.
- 2.2 In this Policy the following words have the following meaning:

**'Bet'** means a bet, wager of money or any other form of financial speculation placed on any Match, Event, Competition, or Basketball Activity (which for the avoidance of doubt

includes international basketball, such as the NBA), as to the outcome of that Match, Event, Competition or Basketball Activity or any part or aspect of that Match, Event, Competition or Basketball Activity, including without limitation, the likelihood of anything occurring or not occurring; or whether anything is true or not true and **'Betting'** is the carrying out of such activity.

**'Betting Operator'** means any person, company or other entity that promotes, brokers, arranges or conducts any form of gambling or betting activity.

**'Inside Information'** means any information relating to any Competition or Event or any aspect of any Match, Event, Competition or Basketball Activity (including any Athlete participating in such) that a Participant or Club possesses by virtue of their position within the sport of basketball unless the Participant can establish to the satisfaction of Basketball Australia's Integrity Unit that such information was already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant Match, Event, Competition or Basketball Activity. Inside Information includes, but is not limited to, factual information regarding the Athletes competing in any Match, Event, Competition or Basketball Activity, tactical considerations or any other aspect of the Match, Event, Competition or Basketball Activity.

**'Match'** means a single basketball game forming part of any Event, Competition or Basketball Activity.

### 3. Who is bound by this Policy

3.1 This Gambling and Match-Fixing Policy applies to any Participant or Club involved in any Match, Event, Competition or Basketball Activity that attracts or is likely to attract any betting market (i.e., any Bets are wagered with any Betting Operator in relation to that Match, Event, Competition or Basketball Activity), whether in Australia or elsewhere. For clarity, this includes, but is not limited to, the following Competitions or Events that are authorised for domestic betting or are known to have regular unauthorised overseas betting markets:

3.1.1 Participants in any national basketball team or squad or any Matches, Competitions or Events associated with any Australian national basketball team, including senior, wheelchair, 3x3 and junior national teams.;

3.1.2 Participants in the National Basketball League (NBL) or any Matches, Events or Competitions associated with the NBL;

3.1.3 Participants in the Women's National Basketball League (WNBL) or any Matches, Events or Competitions associated with the WNBL;

3.1.4 Participants in any NBL1 Conference (NBL1) or any Matches, Events or Competitions associated with the NBL1;

- 3.1.5 Participants in the Big V League (Big V) or any Matches, Events or Competitions associated with the Big V;
- 3.1.6 Participants in the Australian Junior Championships or any Matches, Events or Competitions associated with the Australian Junior Championships; and
- 3.1.7 Any person holding media accreditation for any Competition or Event.

## 4. Prohibited Conduct

- 4.1 For the purposes of Clause 11 of the Framework, each Participant or Club to whom this Gambling and Match-Fixing Policy applies is prohibited from engaging in any of the following conduct, directly or indirectly, alone or in conjunction with another or others:

### **Betting:**

- 4.1.1 placing, accepting, offering, laying or otherwise entering into any Bet on or in relation to the result, progress, conduct or any other aspect of any Match, Event, Competition or Basketball Activity, or on any incident or occurrence in any Match, Event, Competition or Basketball Activity. For the avoidance of doubt:
  - 4.1.1.1. any Bet placed by a betting syndicate or group, such as a 'Punter's Club', of which the Participant is a member, shall be treated as if the Bet was placed by the Participant as an individual;
  - 4.1.1.2. an interest in any Bet, including having someone else place a Bet on their behalf shall be treated as if the Bet was placed by the Participant as an individual; and
  - 4.1.1.3. allowing another person to place a Bet using a Participant's account shall be treated as if the Bet was placed by the Participant as an individual.
- 4.1.2 ensuring the occurrence of a particular incident in a Match, Event, Competition or Basketball Activity, which occurrence is to the Participant's knowledge the subject of a Bet and for which he/she expects to receive, directly or indirectly or has received, any Benefit;
- 4.1.3 soliciting, inducing, instructing or encouraging another person to do anything described in clause 4.1.1 or 4.1.2;

### **Misuse of Inside Information:**

- 4.1.4 using any Inside Information for Betting or other purposes in relation to any Match, Event, Competition or Basketball Activity, other than as required as part of their official and proper duties to Basketball Australia, any Member Organisation, any Authorised Provider or any Club;

- 4.1.5 disclosing Inside Information to any person or entity where the Participant knew or might reasonably have known that such disclosure might lead to the Inside Information being used in relation to Betting in relation to any Match, Event, Competition or Basketball Activity or might give another person an unfair advantage if they were to engage in Betting related to that Inside Information, other than as required as part of their official and proper duties to Basketball Australia, any Member Organisation, any Authorised Provider or any Club;
- 4.1.6 disclosing Inside Information to any person or entity where the Participant knew or might reasonably have known that such disclosure might lead to the Inside Information being used in relation to the manipulation of any Match, Event, Competition or Basketball Activity, or might give another Participant or Club an unfair advantage in any Match, Event, Competition or Basketball Activity, or might undermine the authenticity and integrity of any Match, Event, Competition or Basketball Activity;
- 4.1.7 soliciting, inducing, instructing or encouraging another person to do anything described in clause 4.1.4, 4.1.5 or 4.1.6;

**Corruption:**

- 4.1.8 participating (whether by act or omission and alone or in concert with others) in fixing, contriving or improperly influencing or altering the result, progress, conduct, course or any other aspect of any Match, Event, Competition or Basketball Activity, whether or not to obtain a Benefit for themselves or any other person or entity, including by (but not limited to):
  - 4.1.8.1 deliberately underperforming;
  - 4.1.8.2 ensuring for Betting or other corrupt purposes the occurrence of an incident;
  - 4.1.8.3 the pre-meditated or planned interference with the natural course of a Match, Event, Competition or Basketball Activity;
  - 4.1.8.4 providing modified or false information related to an Athlete's identity or personal information;
  - 4.1.8.5 intentionally modifying playing surfaces, equipment or an Athlete's physiology to improperly influence the natural course of the Match, Event, Competition or Basketball Activity;
  - 4.1.8.6 providing or receiving any Benefit that might reasonably be expected to bring the Participant or any Club, Basketball Australia, Member Organisation or Authorised Provider or the sport of basketball into disrepute; or

- 4.1.9 soliciting, inducing, instructing or encouraging another person to do anything described in clause 4.1.8; or

**Failing to Report:**

- 4.1.10 Failing to promptly report to Basketball Australia's Integrity Unit all details of any Prohibited Conduct under this Gambling and Match-Fixing Policy that the Participant or Club knew or should have known.
- 4.2 Any attempt or any agreement to act in a manner that would culminate in Prohibited Conduct under this Gambling and Match-Fixing Policy shall be treated as if the relevant Prohibited Conduct had occurred, whether or not the Prohibited Conduct actually occurred as a result of the attempt or agreement to act.
- 4.3 If a Participant or Club knowingly assists or is a party to 'covering up' Prohibited Conduct under this Gambling and Match-Fixing Policy, that Participant or Club will be treated as having engaged in the Prohibited Conduct personally.

## 5. Reporting Process

- 5.1 All instances of Prohibited Conduct pursuant to Clause 4 must be reported in accordance with the Framework.

## 6. Framework

- 6.1 Investigations, suspensions, hearings, proceedings, sanction and appeals for any Prohibited Conduct will be conducted and determined in accordance with the Framework.

## 7. Information sharing

- 7.1 Basketball Australia will share personal information relating to Participants and Clubs with Betting Operators, law enforcement agencies, government agencies or other sporting organisations to prevent, identify and investigate actual, alleged or suspected Prohibited Conduct.
- 7.2 In sharing information Basketball Australia will remain bound by the legal obligations contained in the *Privacy Act 1998* (Cth) and Basketball Australia's Privacy Policy.

## 8. Monitoring by Betting Operators

- 8.1 Basketball Australia will work with Betting Operators to help ensure the ongoing integrity of the Matches, Competitions and Events played under the auspices of Basketball Australia, Member Organisations and Authorised Providers.
- 8.2 Participants and Clubs to whom this Gambling and Match-Fixing Policy applies must declare to Basketball Australia all of their business interests, commercial agreements and connections with Betting Operators.
- 8.3 Basketball Australia will request Betting Operators to monitor and conduct regular audits of their databases and records to monitor any incidents of Betting (including

single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that any Participant or Club has engaged in conduct that is Prohibited Conduct under this Gambling and Match-Fixing Policy.

- 8.4 In order to enable the Betting Operators to conduct such audits, Basketball Australia may, from time to time and subject to any terms and conditions imposed by Basketball Australia (including in relation to confidentiality and privacy), provide to Betting Operators details of Participants for the purposes of assisting Betting Operators in preventing or detecting Prohibited Conduct.
- 8.5 Basketball Australia will request that Betting Operators provide the Basketball Australia Integrity Unit with regular written reports on incidents of Betting (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that any Participant or Club has engaged or may have engaged in conduct that is Prohibited Conduct under this Gambling and Match-Fixing Policy.
- 8.6 All requests for information or provision of information by Basketball Australia or a Betting Operator shall be kept strictly confidential and shall not be divulged to any third party or otherwise made use of except where required for the purposes of this Gambling and Match-Fixing Policy or the Framework, except where required by law or except where information is already in the public domain other than as a result of a breach of this Gambling and Match-Fixing Policy, and all Basketball Australia contracts agreements with Betting Operators must contain provisions to this effect. For the avoidance of doubt, any information gathered by or reported to Basketball Australia may be used to enforce this Gambling and Match-Fixing Policy and the Framework.

## 9. Commercial Agreements

- 9.1 Basketball Australia acknowledges that Betting may be a legal activity, and recognises that Betting Operators may wish to enter commercial agreements to promote their businesses.
- 9.2 Participants and Clubs must disclose to Basketball Australia all information regarding all of their commercial agreements, interests, and connections with Betting Operators.
- 9.3 Basketball Australia may enter commercial agreements with Betting Operators from time to time, subject to any applicable legislative requirements. For the avoidance of doubt, commercial agreements include but are not limited to, sponsorships, partnerships, and any agreements to supply data or vision in any format including via third parties, and any agreements to induce, advertise or promote betting on Basketball.
- 9.4 Any sponsorship or partnership agreements between Basketball Australia and Betting Operators will be entered into subject to due consideration of Basketball Australia's values and principles as set out in the Framework and will include terms and conditions to support and maintain the integrity of basketball competitions.



- 9.5 A Member Organisation, Authorised Provider or Club may enter into a commercial arrangement with a Betting Operator only with the prior written consent of Basketball Australia. Such consent may be withheld at the discretion of Basketball Australia where the proposed commercial arrangement:
- 9.5.1 conflicts with an existing commercial arrangement held between Basketball Australia and a Betting Operator(s); or
  - 9.5.2 is with a Betting Operator with whom Basketball Australia has not entered into an integrity agreement as Sports Controlling Body; or
  - 9.5.3 relates to a Competition or Event that is not fully professional; or
  - 9.5.4 is contrary to the interests and good reputation of the sport of basketball.
- 9.6 A Participant shall not be permitted, without the prior written consent of Basketball Australia, to:
- 9.6.1 enter into any form of commercial arrangement with a Betting Operator; or
  - 9.6.2 promote a Betting Operator; or
  - 9.6.3 have any form of commercial arrangement with a Betting Operator.