

# Regulations for the 2009 Competition





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Davis Cup Records
Davis Cup Competition 2008 - Results
Davis Cup Competition 2009 - Draw

Names and Addresses of Competing Nations

Note: Material changes for 2009 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 men, shall be called the Davis Cup.

## 2. OWNERSHIP

The Competition shall be owned and managed by the International Tennis Federation, hereinafter referred to as the "ITF".

## 3. NATIONS ELIGIBLE

- (a) The Competition shall be open only to Class B Members of the ITF.
- (b) Every country 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 Davis Cup Competition in 2009 and henceforth to include players from Associate Member Islands and to exclude players from Australia and New Zealand until such time as an individual Nation was considered by the Davis 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 Board of Directors agreed that the Organisation of Eastern Caribbean States (OECS) be granted dispensation from Regulation 3 to participate in the Davis Cup Competition in 2009 and henceforth until such time as an individual Nation was considered by the Davis 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 1<sup>st</sup> 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 at least three-quarters of those present and voting. Where in any year the Annual General Meeting takes place before the close of entries on 1<sup>st</sup> July or after the draw for the next year's Competition, 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 at least two-thirds of those present and voting.
- (c) If a Nation which is eligible to take part in the World Group does not enter, its place shall be taken by another Nation, to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking

from the Nations that lost in the World Group Play-off Ties. If a Nation which is eligible to take part in the Group I Zonal Competition does not enter, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group II of its Zone.

If a Nation which is eligible to take part in the Group II Zonal Competition does not enter, its place shall be taken by another Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee and any Nation not entering shall play, when next it enters, in Group IV of its Zone.

(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 Nations, or is absorbed in whole or in part by another Nation, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations that lost in the World Group Play-off Ties.

If, before the draw is to take place, a Nation which is eligible to take part in the Group I Zonal Competition ceases to exist, or is divided into two or more Nations, or is absorbed in whole or in part by another Nation, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group II of its Zone.

If, before the draw is to take place, a Nation which is eligible to take part in the Group II Zonal Competition ceases to exist, or is divided into two or more Nations, or is absorbed in whole or in part by another Nation, its place shall be taken by a Nation to be selected by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking from the newly created Nations and the Nations in Group III of its Zone.

Consequential amendments to the composition of the Zonal Groups shall be made by the Davis Cup Committee. Any newly created Nation, not selected as a replacement, shall play in Group IV of its Zone.

## 5. RULES AND REGULATIONS

- (a) The Competition shall take place in accordance with these Regulations, the Constitution of ITF Ltd, the Rules of Tennis, the Davis Cup Code of Conduct hereinafter set forth in Appendix B and the Davis Cup Commercial Guidelines (see Regulation 63).
- (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 Davis Cup Code of Conduct. Any Nation and its team members, including the Captain, failing to honour this undertaking shall be subject to penalties given in these Rules and Regulations or the Davis 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 and the Home Nation/Host Nation and Sponsors of the competition.

(d) Each player 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 him in connection with the promotion of the competition without compensation for himself, his 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.

## 6. TROPHIES

The Trophy presented by Mr. Dwight F. Davis in 1900 shall be awarded to and retained each year by the winner of the World Group and shall remain the property of the ITF.

## 7. MEDICAL CONTROL

National Associations entering the competition and those players nominated to compete on their behalf agree, as a condition of entry, to the following:

- (a) Anti-Doping Policy:
  - Random doping control tests may be conducted during the competition in accordance with the ITF Tennis Anti-Doping Programme.
- (b) If any player following completion of the procedures, including appeal, set forth in the ITF Tennis Anti-Doping Programme is found to have committed a Doping Offence whether in a tournament and/or in out-of-competition testing and/or in any round of the Competition, and/or otherwise, no disqualified match result shall be re-assessed except in the case of the Final(s) where such player's wins (if any) will be reversed and all unplayed dead rubbers will be awarded to the opposing team of such player. This may result in the team which originally lost the Final being declared the Champion Nation.

Such player will be subject to penalties laid down in the ITF Tennis Anti-Doping Programme in addition to financial and/or other penalties established by the Davis Cup Committee and set forth in the Davis Cup Code of Conduct (Appendix B).

In the case of a Nation which forfeits the title due to the Davis Cup results of a player or players being disqualified, as a consequence of a doping offence at the Davis Cup or at any other event or elsewhere, such Nation shall incur a financial penalty measured by the difference between the champion and runner-up PILA component of the payment to Nations.

In the case of any other Nation, including a champion, which competes in a tie where Davis Cup results of its player or players have been disqualified as a consequence of a doping offence at the Davis Cup or at any other event or elsewhere, such Nation shall incur a financial penalty measured by the percentage of the PILA component of the payment to Nations of the tie equal to the percentage of his participation in the Tie, the percentage being 20% per singles match and 10% per doubles match. All financial penalties will be wholly and exclusively applied to the ITF Tennis Anti-Doping Programme.

## (c) Waiver of Claims:

It is acknowledged that the ITF has a duty to act on any reported positive test and it will act in the manner set out in this Regulation. Further all parties, be they a National Association or player, accept that the ITF must act on the information known to it at the relevant time and accordingly:

- (i) A National Association having been declared the loser of the Final as a result of a positive test of any of its players, agrees to waive any rights to legal action or compensation from the ITF in circumstances resulting from this Regulation.
- (ii) Nominated members of a Davis Cup team agree to waive any rights to legal action or compensation from the ITF in circumstances resulting from this Regulation.

On-site procedures for control tests are set out in Appendix E.

## II. MANAGEMENT

## 8. BOARD OF DIRECTORS

(a) Management

The Competition shall be managed by the Board of Directors of the ITF which may, in discharging its responsibilities, 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 the said Nation may result in the Competition being endangered. No decision in this respect shall be valid unless at least nine members are present and unless carried by a majority of at least two-thirds of those present and voting.
- (ii) To decide any appeals or disputes arising among Nations participating in the Competition.
- (iii) To determine that Ties shall not be played on the home courts of a Nation for an agreed period of time if in their opinion that Nation has demonstrated that it is unable to conduct a Tie in the manner required to maintain the ideals of the Competition.
- (iv) To suspend from the Competition for such period of time as they may determine, any tennis player, Captain, umpire or official who it is considered does not maintain at all times the high ideals of the Competition.
- (v) To have full authority to decide disputes arising in connection with all financial matters.
- (vi) To report to the Annual General Meeting on all financial matters.

- (vii) To amend the Regulations of the Competition consequently on decisions taken at an Annual General Meeting.
- (viii) To decide the scale of prize money and distribution of income from advertising based on decisions taken by an Annual General Meeting.
- (ix) To register in the name of the ITF any trade marks in connection with the Competition and to protect such trade marks.
- (x) Other duties as set out in these Regulations.

Except for paragraph (i) above, no decision may be taken by the Board of Directors unless at least half the members are present, and all decisions shall be based on a majority vote. However, if a postal vote is called for by the Chairman, the required majority shall be two-thirds of the members.

## 9. THE DAVIS CUP COMMITTEE

- (a) The Board of Directors shall appoint every two years a Davis Cup Committee, which should consist of a Chairman, who shall be a member of the Board of Directors, and four further members. Each member shall be from a different Nation which has played in the Davis Cup Competition at least ten years. For the purpose of this Regulation the President of the ITF, if appointed as a member of this Committee, shall be deemed not to come from any Nation.
- (b) The duties and powers of the Davis Cup Committee shall be:
  - (i) To manage the World Group and the Zonal Competitions.
  - (ii) To ensure the uniform application of these Rules and Regulations and the Davis Cup Code of Conduct.
  - (iii) To administer the funds of the Competition within the financial framework of the ITF.
  - (iv) To use the funds of the ITF for any necessary expenditure in the general interests of the Competition.
  - (v) To report to the Board of Directors on all financial matters.
  - (vi) To request further details of the income and expenditure set out in a statement of account.
  - (vii) To impose penalties laid down in these Regulations.
- (c) The Davis Cup Committee shall submit regular reports to the Board of Directors.

## 10. THE DAVIS CUP EXECUTIVE DIRECTOR

- (a) The Board of Directors shall appoint a Davis Cup Executive Director, hereinafter referred to as the "Executive Director" for the Competition.
- (b) The Executive Director shall carry out the decisions of the Board of Directors and the Davis Cup Committee and 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. PENALTIES AND ARBITRATION

#### 11. DECISIONS

The Davis Cup Committee shall make all decisions and interpretations concerning these Rules and Regulations including but not limited to any or all of the penalties set forth below.

## 12. WITHDRAWAL OF A NATION

If, after the draw has been made, any Nation withdraws from the Competition, that Nation shall not be eligible to take part in the Competition in the following year, unless otherwise decided by the Davis Cup Committee and/or the Board of Directors.

## 13. FAILURE TO SEND A TEAM

If any Nation after ITF has approved the arrangements made for playing a Tie shall fail to send a team to compete in such Tie, the Nation so defaulting shall be liable for all reasonable expenses including General Travelling Expenses incurred by the other Nation or Nations concerned in the Tie up to the date when notice of default shall be received by such Nation or Nations. In addition to the penalty imposed in Regulation 12 above, the defaulting Nation shall not be eligible for future Competitions until any sum payable shall have been paid in full.

Any claim for expenses under this paragraph shall be made within two months of the date fixed for the conclusion of the Tie.

The defaulting Nation shall be allowed one month from the date of notification of the claims to pay all sums.

## 14. FAILURE TO ABIDE BY THESE RULES AND REGULATIONS

Any competing Nation which fails to conform to these Rules and Regulations may be disqualified by the Davis Cup Committee in respect of the Competition for the year wherein such failure shall occur, and/or shall be liable to have its entry refused for future Competitions until assurances of compliance with the Regulations are given, and subject to any further penalties set out in these Regulations.

For violations which, in the opinion of the Davis Cup Committee, do not justify disqualification, that Committee may decide that a fine be imposed or withhold part or whole of the payments set out in Regulation 54(a) and (b).

## 15. FAILURE TO CARRY OUT SPONSORSHIP REQUIREMENTS

Any failure by a Nation to carry out the sponsorship requirements contained in Section XI (Sponsorship and Ownership of Rights) without the consent of the ITF may:

- (i) Render that Nation liable to a fine and/or:
- (ii) Make that Nation ineligible to take part in the allocation of payments set out in Regulation 54 (a) and (b) and/or;
- (iii) Result in that Nation forfeiting choice of ground on the first occasion to which it is entitled to choice in the following Competition and/or;

(iv) Render that Nation liable to have their entry refused for future Competitions until assurances of compliance with the requirements are given.

## 16. DELAYS AND DEFAULTS IN PAYMENTS AND SUBMISSION OF ACCOUNTS

(a) Delay in Submission of Accounts

Failure to submit the Statement of Accounts by the due date will render the Nation responsible for the default liable to have its future entries refused until its liabilities under this Regulation have been discharged, and subject to a fine of not more than 10% of the contribution payable in respect of that Tie, for each month of delay.

(b) Default in Payments

Any default in payments by a Nation, either to the ITF or to their opponents, shall render that Nation liable to have its entry refused for any future Competitions until the contribution shall have been paid in full, and subject to a fine of not more than 10% of the amount outstanding for each month of delay. In the case of outstanding payments to the ITF the fine shall be paid to the ITF and in the case of outstanding payments to an opposing Nation, the fine shall be paid to that Nation.

A Nation with an outstanding claim on another Nation, shall render a report to the Davis Cup Committee within four calendar months of the conclusion of the Tie concerned giving particulars of the amounts due to them in respect of General Travelling Expenses, Living Expenses and details of the Gross Receipts if known.

(c) Delay in Payment of a Fine

Any Nation defaulting in payments of a fine for a period exceeding three months shall not be allowed to participate in the Competition until all such fines are paid in full, unless otherwise decided by the Davis Cup Committee and/or the Board of Directors.

## 17.APPEAL AND ARBITRATION

Any appeal against the decision or interpretation of the Davis Cup Committee shall be referred to the Board of Directors whose decision shall be final and binding on all parties. Any appeal shall be in writing and shall be received by the ITF not later than one month after the decision of the Davis Cup Committee has been received by the appellant. The Board of Directors shall conduct any appeal in whatever manner they deem to be appropriate.

Any difference or dispute arising from matters that under the foregoing Regulations are to be determined by mutual agreement shall, in the event of failure thus to agree, be referred for arbitration to the Board of Directors, whose decision shall be final and binding on all parties.

## IV. DIVISION OF COMPETITION

#### 18. THE WORLD GROUP

(a) Participation

The leading 16 Nations shall participate in the World Group. They shall be selected as follows:

The eight Nations who won their first round Tie in the previous World Group and the eight winners of the World Group Play-off Ties.

## (b)Seeds

- (i) Eight 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 3-8 shall be in accordance with the most recent Davis Cup Nations Ranking.
- (ii) Seeds shall be placed or drawn, as follows:

  Seeds 1 and 2 shall be placed in positions 1 and 16 respectively. Seeds
  3 and 4 shall be drawn first into position 5 and then position 12. Seeds
  5 and 6 shall be drawn first into position 7 and then position 10. Seeds
  7 and 8 shall be drawn first into position 3 and then position 14.
- (c) If two Nations have met each other in two successive years in either the first round or the World Group Play-offs, in the third year they will be drawn in different sections of the draw(s).
- (d) World Group Play-off Ties

There will be World Group Play-off Ties comprised of the losing Nations from the first round in the World Group and the Nations promoted from the Groups I of the Americas Zone, the Asia/Oceania Zone and the Europe/Africa Zone.

A Draw will be made by the Davis Cup Committee no later than one week after the completion of the Zonal Groups l. Eight Nations shall be seeded. Their selection shall be made by the Davis Cup Committee in accordance with most recent Davis Cup Nations Ranking.

The Draw to determine choice of ground shall be made at the same time.

Note: All references to the World Group in these Regulations include the World Group Play-off Ties.

## 19. THE ZONAL COMPETITIONS - PARTICIPATION

Nations not qualified to compete in the World Group shall play in the Zonal Competitions as follows:

(a) Americas Zone

Nations situated in the continent of America.

(b) Asia/Oceania Zone

Nations situated in the continent of Asia/Oceania.

(c) Europe/Africa Zone

European Nations whose principal territory is within the confines of Europe and in addition the Nations situated in the continent of Africa.

A total of 24 Nations shall compete in the Group I Zonal Competition, 32 Nations shall compete in the Group II Zonal Competition, 32 Nations shall compete in the Group III Zonal Competition and remaining Nations shall compete in the Group IV Zonal Competition.

If there is one Nation only in a Zonal Competition, that Nation shall be declared the winner of that Zonal Competition.

Nations included in the above Zones are hereinafter referred to as Zonal competitors.

## 20. AMERICAS AND ASIA/OCEANIA ZONES GROUP I

## (a) Participation

The strongest Nations in the Americas Zone and the strongest Nations in the Asia/Oceania Zone shall each play in Group I of their area. They shall be selected as follows:

- (i) Those Nations from the Zone who were defeated in the World Group Play-off Ties of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Zone the previous year.

## (b) Seeds

- (i) Two Nations shall be seeded, unless there are eight or more Nations in the Group, in which case four shall be seeded.
- (ii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
- (iii) The seeds shall be drawn and placed as follows:

  Seeds 1 and 2 shall be placed at the top and at the bottom of the Draw respectively. If four Nations are seeded, Seeds 3 and 4 shall be drawn first into the top of the second quarter and then into the bottom of the third quarter.

## (c) Byes

If there are Byes they shall be given to the seeded Nations in descending order.

If the number of Byes exceeds the number of seeds, the remaining Byes shall be evenly placed in different sections of the draw.

## (d) Draw

If two or more Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn into different halves/sections of the draw.

#### (e) Promotion

The two winners in the last round in each Group will be promoted to the World Group Play-off Ties (see Regulation 18(d)).

## (f) Relegation

In each Group there shall be a Play-off Round between the Losers in the First Round in the order of the original Draw. The losers of this Play-off Round shall play in a second Play-off round and the loser of this second Play-off Round shall be relegated to Group II of the respective Zone.

## 21. EUROPE/AFRICA ZONE GROUP I

## (a) Participation

The strongest Nations in the Europe/Africa Zone shall play in Group I. They shall be selected as follows:

- (i) Those Nations from the Zone who were defeated in the World Group Play-off Ties of the previous year;
- (ii) Those Nations who competed in Group I of the Zone the previous year who were not promoted to the World Group nor relegated;
- (iii) The Nations promoted from Group II of the Europe/Africa Zone in the previous year.

## (b) Seeds

- (i) Four Nations shall be seeded.
- (ii) The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.
- (iii) The seeds shall be drawn and placed as follows:

  Seeds 1 and 2 shall be placed at the top and at the bottom of the Draw respectively. Seeds 3 and 4 shall be drawn first into the top of the second quarter and then into the bottom of the third quarter.

## (c) Byes

If there are Byes they shall be given to the seeded Nations in descending order. If the number of Byes exceeds the number of seeds the remaining Byes shall be evenly placed in different sections of the Draw.

## (d) Draw

If two or more Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves/sections of the draw.

#### (e) Promotion

The four winners in the last round of the Group will be promoted to the World Group Play-off Ties (see Regulation 18(d)).

## (f) Relegation

There shall be a Play-off round between the losers in the first round in the order of the original draw. The losers of this Play-off shall play in a second Play-off round. The two losers of this Play-off Round shall be relegated to Group II of the Zone.

## 22. AMERICAS AND ASIA/OCEANIA ZONES GROUP II

## (a) Participation

Eight Nations in the Americas Zone and eight Nations in the Asia/Oceania Zone shall each play in Group II of their area. They shall be selected as follows:

- (i) The Nation who was relegated from Group I of the area the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and
- (iii) The two Nations with the best record from Group III the previous year.

## (b) Seeds

Four Nations shall be seeded. The seeds shall be drawn and placed as follows:

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.

The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

## (c) Draw

If two or more Nations have been drawn to meet each other in two successive years in the first round, in the third year they shall be drawn in different halves/sections of the Draw.

## (d) Promotion

The winner of the Groups shall be promoted and play in Group I of their Zone in the following year.

## (e) Relegation

There shall be two Play-offs in each Group for the four Nations losing in the First Round, the Nations playing each other in the order of the original draw. The two losers of these Play-offs shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

## 23. EUROPE/AFRICA ZONE GROUP II

## (a) Participation

Sixteen Nations in the Europe/Africa Zone shall play in Group II, selected as follows:

- (i) The two Nations relegated from Group I the previous year;
- (ii) Those Nations who competed in Group II the previous year and were not promoted to Group I or relegated to Group III; and
- (iii) The four Nations with the best record from Group III the previous year.

## (b) Seeds

Eight Nations shall be seeded. The seeds shall be drawn and placed as follows:

Seeds 1 and 2 shall be placed in positions 1 and 16 respectively. Seeds 3 and 4 shall be drawn first into position 5 and then position 12. Seeds 5 and 6 shall be drawn first into position 7 and then position 10. Seeds 7 and 8 shall be drawn first into position 3 and then position 14. The selection of seeds shall be made by the Davis Cup Committee in accordance with the most recent Davis Cup Nations Ranking.

#### (c) Draw

If two or more Nations have been drawn to meet each other in two successive years in the First Round, in the third year they shall be drawn in different halves/sections of the draw.

If there are two or more nations from the continent of Africa in the Europe/Africa Zone Group II, these nations shall be evenly placed in different halves/sections of the draw.

## (d) Promotion

The two winners in the third round shall be promoted and play in the Europe/Africa Zone Group I in the following year.

## (e) Relegation

There shall be Play-offs for the eight First Round losers in the Group, the Nations playing each other in the order of the original draw. The four losers of these Play-offs shall be relegated to the Zonal Group III of their respective Zone (see Appendix A).

## 24. ZONAL COMPETITIONS GROUP III AND GROUP IV

Nations not qualified to compete in the World Group nor in the Zonal Competitions Group I or II shall play in the Zonal Competition Group III and Group IV of their Zone in accordance with the Special Regulations set out in Appendix A.

## V. ARRANGEMENTS FOR THE COMPETITION

## 25. THE DRAW

- (a) The draw for the World Group and Zonal Competitions Groups I and II, at which each challenging Nation may be represented, shall be made by the Davis Cup Committee, not later than the second week of October.
  - Choice of ground for all these Ties shall be determined at the same time (see Regulation 27).
- (b) The complete draw shall be sent within seven days to all Nations included in that draw.

## **26. DATES FOR ROUNDS**

(a) All Ties will be played during the calendar year of the Competition.

The Davis Cup Committee shall decide dates for all Ties.

There will be an interval of at least twelve days between the dates fixed for the beginning of Ties in a Zone, unless the two Nations and the Davis Cup Committee agree otherwise.

The Final must be completed by 31st December.

(b) Prior to the start of the Competition, the Davis Cup Committee shall inform the competing Nations of the dates on which the Ties have to be played.

## 27. CHOICE OF GROUND

- (a) Choice of ground shall be determined in the following sequence:
  - (i) If the previous Tie between the two Nations was played on a neutral ground, choice shall be decided by lot.
    - If this is not applicable, then
  - (ii) If the previous Tie between the two Nations was not played for any reason, choice shall be decided by lot.If this is not applicable, then

- (iii) If one Nation has been entitled to choice for its Tie with another Nation in the 1970 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
- (iv) Choice shall be decided by lot.
- (b) A Nation with choice of ground shall choose a location within their own country, unless otherwise decided under sections (c) or (d) of this Regulation.
- (c) A Nation with choice of ground may choose to play in the country of their opponents, provided that their opponents are in agreement, and the Davis Cup Committee gives their 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 approval of the completed Questionnaire for the Tie.
- (d) A Tie may be played on a neutral ground provided both Nations agree, and the Davis Cup Committee give 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 approval of the completed Questionnaire for the Tie.
- (e) A Nation with choice of ground may lose such choice if, in the opinion of the Davis Cup Committee, it is impractical for the Visiting Nation (war, political unrest, etc) to reach the ground selected for the Tie. In such case, the Committee may decide that the Tie be held in the country of the opponents or in a neutral country.
  - If the Committee's decision is to play in a neutral country then, when the two Nations next meet, the choice will be decided by lot as per Regulation 27(a) above.
  - If the decision is to play in the country of the opponents then, when next the two Nations meet, the choice will be with the Nation that lost its choice for the above reasons.
- (f) Choice of ground shall include surface of the court, except when the Davis Cup Committee select a neutral ground, in which case they shall also select the surface of the court.
- (g) Choice of ground shall include choice of ball, except when the Davis Cup Committee select a neutral ground, in which case it shall also select the make to be used.
- (h) A Nation with choice of ground is considered to have exercised such choice if the Tie is played in its country or in the country of its opponents, unless the choice had been made by the Davis Cup Committee as per paragraph (e) above.
- (i) A Nation with choice of ground which chooses to play in the country of their opponent shall be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie, and shall automatically lose the right to choice of ball and the surface of the court.
- (j) In a Tie played on a neutral ground, both Nations shall be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie. *Note: The above Regulation does not apply to the Zonal Competition Group III and Group IV.*

#### 28. MINIMUM STANDARDS FOR THE ORGANISATION OF TIES

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

#### 29. GENERAL ARRANGEMENTS FOR TIES

The completed Questionnaire must be submitted to the ITF for approval as follows:

## **World Group Ties**

- No later than 80 days before the 1st Round
- No later than 15 days after the completion of the 1st Round
- No later than 30 days after the completion of the Quarterfinals
- No later than 7 days after the completion of the Semifinals

## **World Group Play-off Ties**

- No later than 30 days after the Draw

## **Zonal Group I and II Ties**

- No later than 60 days before the 1st round or 2nd round if both nations have a Bye to the 2nd round.
- No later than 10 days after the completion of the previous round.

## **Zonal Play-off Ties**

- No later than 10 days after the completion of the 1st round.

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 Tie within the Home Nation.

## **Venue planning for potential future World Group Ties**

Each Nation shall, if it has the possibility of hosting a Davis Cup Quarterfinal, Semifinal and/or Final, inform the ITF of all potential venues (city and stadium) in accordance with the following time schedule:

- 15 days before the 1st round in the case of the Quarterfinals
- 15 days before the Quarterfinals in the case of the Semifinals
- By July 1 in case of the Davis Cup Final. If the Quarterfinal is held after July 1, the information is required no later than 15 days after the completion of the Quarterfinal

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.

The Home Nation must ensure that during the period of the Davis Cup Tie no other tennis event is taking place at the venue selected for the Tie.

## **Arrangements for visas**

The Home Nation must give every assistance to officials and members of visiting teams, and ensure that visas are not withheld. Provided that the Visiting Nation

has carried out the requirements to obtain the visas, the Home Nation shall be required to grant visas to a minimum of fifteen people and these must be approved fourteen days before commencement of the 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.

Note: General arrangements for the Zonal Group III and IV Competition are included in Appendix A.

## 30. ARRANGEMENTS FOR THE DAVIS CUP FINAL

See Appendix G for arrangements for the Davis Cup Final.

## 31. OFFICIAL ORGANISER

Within 10 (ten) days of the Draw or the completion of the previous round the Home Nation shall inform the ITF of the appointment of an official to organise each Tie. The Official Organiser shall at all times during a Tie assume full responsibility for the following:

- (i) The organisation and administration of the venue where the Tie is to be played;
- (ii) The formulation and implementation of the security arrangements agreed between the Home Nation and visiting nation, ensuring at all times, as far as reasonably practicable, the security, health and safety of all players and officials;
- (iii) Ensuring, as far as reasonably practicable, the security, health and safety of spectators attending the venue where the Tie is being played;
- (iv) Ensuring that the instructions of the Referee are carried out, and that for all Ties in the World Group and Zone Group I competition an internationally certified Chief Umpire be appointed to assist and liaise with the Referee;
- (v) Liaising with the Title Sponsor and International Sponsors in order to ensure that all commercial matters required by these regulations are properly dealt with.

Note: It is understood that the official appointed by the Home Nation under this Regulation may delegate some of his duties to other persons involved in the organisation of the event. However, any such delegation must be advised to the ITF.

#### 32. ARRANGEMENTS FOR PRESS AND MEDIA

The Home Nation shall make suitable arrangements for Press and Media as outlined in Appendix H.

## 33. TICKETS FOR VISITING NATIONS

See Appendix I for tickets for the Visiting Nation.

## VI. ELIGIBILITY OF PLAYERS AND CAPTAINS

## 34. ELIGIBILITY OF PLAYERS

Any tennis player who is in good standing with his National Association in accordance with Appendix D shall be qualified to represent that country if he:

(a) Is a national of that country, has a current valid passport of that country, has lived in that country for 24 consecutive months at some time and has not represented any other country during the period of 36 months immediately preceding the event.

If a player is qualified under this sub section to represent more than one country and the National Association of one of those countries wishes to nominate him to represent it, that Association shall submit an application to the ITF, with a copy to any other National Association concerned. Such application must be received by the ITF at least six months prior to the event for which the player wishes to be nominated.

The Davis Cup Committee will give a ruling having taken into account all relevant matters.

- (b) (i) A player who has represented, or has been eligible to represent a country and such a country is divided into two or more countries, shall immediately be eligible to represent any one of those countries.
  - (ii) A player who has represented, or has been eligible to represent a country and such country is absorbed in whole or in part by another country, shall immediately be eligible to represent such other country.
- (c) A player shall be deemed to have represented a country if he shall have been nominated, and shall have accepted, the nomination to play in the Olympic Games Tennis Event or in any International Team Competition recognised by the ITF and listed in Bye-Law 2.1(a).
- (d) A National Association may appeal to the Board of Directors to nominate a player who is not eligible under the above Rules and the Board of Directors may agree the application if the full circumstances warrant an exception being made. Such application must be received by the ITF at least six months prior to the event for which the player wishes to be nominated.
- (e) The Davis Cup Committee has the right to ask a National Association to produce evidence to show how a player is qualified to represent that country.

  Note: A player who represented a country under the Rules in force in 1994 or

prior thereto, shall continue to be eligible to represent that country even if he is no longer qualified to do so under the amended terms of this Regulation.

## 35. ELIGIBILITY OF THE CAPTAIN

The Captain shall qualify as defined in Regulation 34.

## VII. TEAM NOMINATIONS AND CONDUCT OF TIES

## **36. TEAM NOMINATIONS**

(a) Each competing Nation shall at least 10 days before the date fixed for the commencement of the Tie, nominate to the Davis Cup Committee and to the

opposing Nation without specifying which players shall play in singles and doubles:

- A team of a minimum of three and a maximum of four which shall include the nomination of a playing Captain; or
- A team of a minimum of four and a maximum of five which shall include the nomination of a non-playing Captain

Two of the nominated players\_may be changed up to one hour before the Draw.

Any of the above nominations may be changed up to 10 days before the Tie. Only players nominated in accordance with the above shall be selected to play in the singles and doubles matches 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 Captains may be nominated by a Nation for each Tie. If the Captain is unable to fulfil his duties on court, he may be replaced only by one of the nominated players who shall be allowed to sit on the court.

The Draw shall take place on the day preceding the Tie and at least 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) Players who have not reached their fourteenth birthday on the date fixed for the commencement of the Tie are not eligible to be nominated.
- Before commencement of the Draw each Captain shall give to the (c)(i)Referee the names of his two singles players in order of merit based on a world computer ranking accepted by the ITF as of the time for team nomination. Protected rankings are not used. Players with no computer ranking shall be ranked based on their national ranking or by the respective Captain for Nations/players without a national ranking. After the Draw has been made, no variation may be made in the composition of the singles team for the first and second singles matches, except that the Referee may sanction the substitution of any player who has been withdrawn by the Captain for Team disciplinary reasons or who in his opinion, is incapacitated by illness, injury 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.
  - (ii) A Captain may change the nomination of the singles players for the third and fourth singles matches on the following conditions:

    Notice of such change to the third singles match is given to the Referee at least one hour before the scheduled start of play of the third singles match.

Notice of change with respect to the fourth singles match is given no later than 10 minutes after completion of the third singles match. 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, the Referee may sanction the substitution of that player by another player nominated for the Tie.

- (iii) Any substitute nominated under section (ii) above for the third or fourth singles match must be selected from among the players nominated for the Tie and who has not competed in the first or second singles matches.
- (d) (i) Before commencement of the Draw, each Captain shall give to the Referee the names of the doubles team. A player who has withdrawn from the singles team due to illness, accident or other unavoidable hindrance, may be nominated for the doubles match and for the third or fourth singles match under the provisions under (c) (ii) and (iii) above.
  - (ii) A Captain may vary the composition of the doubles team provided that notice of such variation is given to the Referee at least one hour before the scheduled start of play for the doubles match.
  - (iii) If, between the change of nomination deadline and start of play in the doubles match, in the opinion of the Referee one of the players is incapacitated by illness, accident or other unavoidable hindrance, the Referee may sanction the substitution of that player, or both players of the team from among the players nominated for that Tie.
- (e) Before taking a decision as to the fitness of a player, the Referee shall request him 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.
- (f) Where a player nominated by a Nation has been substituted for a player originally selected in any Tie without the sanction of the Referee, the player originally nominated shall not be eligible to represent his country in the next Tie whether in the current Competition or in subsequent Competitions and shall be subject to penalties set out in the Davis Cup Code of Conduct.
- (g) 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.
- (h) In case of bad weather or other unavoidable circumstances on-site the Referee can decide on new change of nomination deadlines.

## 37. TIE - HOW DECIDED

- (a) A Tie shall be decided by the combined results of Singles and Doubles, and the side which shall win the majority of matches shall be the winner of the Tie.
- (b) In Singles, each Team shall, subject to Regulation 35, consist of two players, who shall play each against each of the opposing team to the best of five sets. 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.
- (c) In the Doubles, each team shall consist of two players, who shall play against the opposing team the best of five sets. Unless otherwise decided by the Referee, the Doubles match shall take place between the second and third

- singles matches. However prior to doing so, the Referee should use best efforts to obtain the approval of the Executive Director.
- (d) The tie-break system of scoring shall operate in any set except in the fifth when an advantage set shall be played.
- (e) The players shall not be entitled to a rest period after the 3rd set in any match.
- (f) Where a result has been obtained after the doubles match, or after the third singles match, the remaining match or matches shall be played to the best of three tie-break sets.
- (g) If a result has been obtained and weather or any other unavoidable hindrance forces play to be abandoned on the third day, teams are not required to complete the Tie unless otherwise decided by the Referee.

If a result has not been obtained on the third day, due to weather or other unavoidable hindrance, teams must stay and play for two further days if necessary to conclude a 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 him to stay longer than two days after the agreed completion date, then the Tie shall be declared postponed by the Referee. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie shall 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.

#### 38. SURFACE OF COURTS AND PLAYING CONDITIONS

#### (a)Surface

The surface of the courts to be used in the Competition shall be grass turf; a natural or artificial fine gritty material; cement or a bituminous composition or a synthetic surface; but in no case shall a Tie be played on a surface of stone or any other surface except by mutual agreement between the two Nations competing 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, the Home Nation shall forfeit the Tie and the Visiting Nation shall be determined the winner of the Tie. However prior to doing so, the Referee should use best efforts to obtain the approval of the Executive Director. The Referee may extend the starting time if, in his opinion, the match court could satisfactorily be made playable within a reasonable time which shall not exceed three hours.

For all Ties in the World Group and Zonal Group I the court surface must be of a type used in a Grand Slam Tournament or in a minimum of three Tournaments in the Men's Professional Tour held in the year previous to the Tie.

Note 1: For the purpose of this regulation 'normal conditions' refers to a situation when, for example, the weather and climate conditions are good and satisfactory for play but the match court, due to negligence by the Home Nation and/or court manufacturer, still fails to be playable in the opinion of the Referee. Rain or other unavoidable hindrance beyond the control of

anyone would not constitute a reason for the Referee to call off a Tie and award the victory to the Visiting Nation.

Note 2: For the purpose of this Regulation, Tournaments in the Men's Professional Tour include only those events with minimum prize money of \$350,000.

Note 3: In case it is proposed to play a Tie on any court surface laid on a temporary basis, the method of construction shall have the prior approval of the ITF. Such method should be advised to the Visiting Nation 1 month before the Tie.

Note 4: In case a Tie is to be played on a carpet the Home Nation shall inform the visiting team and the ITF about the type of carpet to be used and type of base on which the carpet is to be laid. In no case shall a carpet, synthetic or other, 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, shall 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 Host Nation shall be subject to one or more of the following penalties as determined by the Davis Cup Committee:

- Reduction of Davis Cup Ranking Points;
- Fines:
- Ineligibility for all or part of Regulation 54 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 500 lux per square metre (1,200 lux in the case of the World Group and Zone Group I), evenly distributed over the court surface, and practice facilities for both teams with similar lighting are available. All measurements are to be taken one metre above the playing surface.

In exceptional circumstances when play is on covered courts, this minimum may be reduced provided that the approval of the Davis Cup Committee is obtained. 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 approval 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, there should be a space behind each baseline of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet). For all Ties in the Zonal Competition, there shall 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). Furthermore, for all Ties, 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 after the Draw or the completion of the previous round and no later than the date fixed for approval 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 shall be done to the surface of the court or court surrounds without his/her consent.

## (g) Court Covers

The Home Nation shall ensure that high quality court covers adequate for all court surfaces, especially grass, are provided in all outdoor Ties in the World Group. Such court covers must be available for use at least 8 days before the commencement of the Tie.

Exceptions may be made when a Tie is played on a hard court (acrylic type) in which case court covers could be replaced by appropriate equipment /squeezers to remove water from the court.

## (h) Minimum height to the ceiling

There shall be a space from the court surface to the ceiling of not less than 9 metres clear (12 metres in the case of World Group Ties). This measurement shall be taken at the net. Applications to use a court with less than 9 metres clear (or 12 metres in case of the World Group) 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 approval of the completed Questionnaire for the Tie.

#### (i) Balls

The balls to be used in all Ties in the competition must conform to the specifications in the Rules of Tennis and must have been approved by the ITF.

Unless both Captains and the Referee agree to a different ball change, the balls should be changed after 7 and 9 games (6 balls). For Zone Groups III and IV it should be after 9 and 11 games (4 balls).

In World Group and Zonal Group I, Nations would need to apply for approval to use ball Types 1 and 3. Nations in Groups II, III and IV are free to use Type 1 and 2 balls on a slow pace court and Type 2 and 3 on a fast pace court.

A Nation that chooses balls for a Tie that have not already been approved by the ITF shall submit to the ITF, no later than November 30 in the year prior to the competition, six dozen balls for testing and approval. Special consideration shall be given to zero pressure or non-pressurized balls for use at high altitude venues.

(j) General conditions for the Tie

The Davis 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.

#### 39. PRACTICE ON COURT

- (a) When a Tie is to be played outdoors, the Home Nation shall ensure that during the 8 days before the Tie is due to start and during the period of the Tie, two practice courts of exactly the same surface as, and in close proximity to, the match court, will be freely available to both teams.
- (b) When a Tie is to be played under cover, the Home Nation shall ensure that during the 4 days before the Tie is due to start and during the period of the Tie, one practice court under cover and of exactly the same surface as the match court, will be freely available to both teams.
- (c) The match court, if outdoors or if under cover with a temporary clay or grass surface, must be available for practice at least four days before the Tie is due to start. The match court, if under cover without a temporary clay or grass surface, must be available for practice at least two days before the Tie is due to start, provided two practice courts under cover and 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 only the match court under cover available for both practice and the Tie, provided the court is available for practice four days before the Tie and in which case, the Visiting Nation shall have priority in the practice schedule.
- (d) All practice sessions on-site during the week of a Tie will remain open. The court area will be restricted to the Teams, Team personnel, ITF Officials and any other person authorized by the Referee.
- (e) Practice on the match court shall at all times before and during the period of the Tie be at the discretion of the Referee.

## 40. COMMENCEMENT AND CESSATION OF PLAY

- (a) The commencement and cessation of play must be arranged so that it is possible for play to be completed each day under reasonable conditions.
- (b) There shall be a minimum of twenty-two (22) hours between the start time of play on the first day and the scheduled start time of play on the second day.
- (c) There must be a minimum of twenty (20) hours between the start time of play on the second day and the scheduled start time of play on the third or final day.

- (d) There must be eight (8) hours of daylight for play outdoors (seven (7) hours for grass) for singles matches and five (5) hours of daylight for doubles matches
- (e) If artificial light will be used or if the Tie is held indoors, the first singles match must start no later than 4.00pm. The doubles match must start no later than 7.00pm.
- (f) The times for cessation of play shall be decided by the Referee.

## 41. ENTITLEMENT TO REST

Whenever a player is required to play more than one match the same day, any rest period between matches shall be at the discretion of the Referee provided such rest period does not exceed two hours.

## VIII. COURT OFFICIALS

#### 42. APPOINTMENT OF REFEREE AND CHAIR UMPIRES

- (a) At least 21 days before a Tie, the Davis Cup Committee shall appoint the following officials:
  - (i) The Referee and two Neutral Chair Umpires for each Tie in the World Group.
  - (ii) The Referee and one Neutral Chair Umpire for each Tie in Zone Group I.
  - (iii) The Referee for each Tie in Zone Group II.
  - (iv) The Referee and one Neutral Chair Umpire for Zone Group III and Group IV.
- (b) The Officials shall be selected from the current list of ITF Certified Officials.
- (c) Neutral Chair Umpires appointed by the ITF for World Group Ties shall have an ITF certification of Silver Badge or higher.
  - Chair Umpires appointed by the Host Nation shall have an ITF certification of Bronze Badge or higher with respect to Ties in the Zone Group I and White Badge or higher with respect to Ties in the Zone Group II. Nations unable to comply with this requirement must contact the ITF for advice and possible assistance. Nominations of local Chair Umpires/Chief Umpires and their certification must be made on the existing Questionnaire to be submitted to the ITF for each Tie for approval.
- (d) The National Association of the officials concerned shall be informed of each appointment.
- (e) The Home Nation shall ensure that when required a visa is issued to the Referee and to Neutral Chair Umpires.

#### **43. REFEREE - DUTIES**

The Referee shall:

- (a) Arrive no later than on the Monday of the Davis Cup week.
- (b) Inspect the match court and practice courts where necessary.
- (c) Meet the two Captains on the Wednesday so that all three can sign a statement of arrangements to be made for the Tie and be present at the draw.
- (d) Ensure that all arrangements for the Tie are satisfactory.

- (e) Ensure that the programme of play is arranged in accordance with Regulation 40, and if necessary change the time for commencement of play.
- (f) Ensure that Chair Umpires and Line Umpires have been appointed and at his discretion appoint substitutes for any of them during the course of a match.
- (g) Be entitled to a seat within the court enclosure with a clear view of the court. However, when the Referee is assisted by a Neutral Chair Umpire, the Referee shall 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 boys from entering the enclosure during the course of a match unless he decides otherwise. For this purpose the enclosure shall mean the court as defined by the Davis Cup Operations Manual.
- (i) Decide any point of law which a Chair Umpire may profess himself unable to decide, or which may be referred to him on appeal from the decision of a Chair Umpire by a Captain, or any other point 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 appropriate warnings, point penalties and/or game penalties as set out in the Davis Cup 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 Davis Cup Code dealing with dress and equipment, including Team Identification.
- (n) Ensure that when substitutions are sanctioned for reasons of health, a medical certificate from an 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 power to correct very clear mistakes and not to become a second Chair Umpire.
- (p) Immediately on the completion of the 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 team as per Regulation 36 shall be present for the presentation and closing ceremony on court.

## **44.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 Davis Cup Regulations, the Rules of Tennis, Davis Cup Operations Manual and the Davis Cup Code of Conduct.

- (b) The Referee shall have the power to give a formal warning to the Captain and, after two warnings, may remove him from the match in course and/or for the following matches of that Tie, in which case he 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 team but he may not move away from that area. Apart from his team, he may talk to the Chair Umpire and, in case of an appeal on a question of tennis law, he may talk to the Referee. He may not talk to any Line Umpire.
  - In addition to removal, the Captain is subject to the applicable provisions and penalties of the Davis Cup Code of Conduct.
- (c) The Referee may also make a recommendation to the Davis Cup Committee that the Captain be disqualified from acting in that capacity, or as a player, in subsequent Ties in that year's Competition, or in later Davis Cup Competitions.
- (d) The Referee may call off a Tie and award the victory to the Visiting Nation if the Home Nation fails to provide a playable court as per Regulation 38.
- (e) The decision of the Referee is final.

#### 45. LANGUAGE FOR CALLING SCORE

The Competing Nations and the Referee in each Tie shall mutually agree upon the language to be used by the Chair Umpire in calling the score, and failing such agreement the English language shall be used.

## IX. FINANCE

## **46. CURRENCY**

The official currency of this Competition shall be the US dollar, and all financial transactions under these Regulations shall be made at the international rate in force on the date of the completion of the Tie in question.

## **47. GROSS RECEIPTS - ALL TIES**

"Gross Receipts" are all monies received in respect of admissions to the ground, courts and stands, after deduction of any Government and/or municipal taxes, provided, however, that such deductions shall not exceed an amount corresponding to 20 per cent of such receipts if applicable.

All tax and other deductions, and receipts, shall be supported by certified vouchers.

## 48. ALLOCATION OF GROSS RECEIPTS - ZONAL COMPETITIONS

In the case of every Tie, the receipts shall be divided in the following order. If there is insufficient money in the Tie account, the balance must be paid by the Home Nation.

(a) 10% of the Gross Receipts shall be paid to the ITF.

The following minimum payments are to be made:

(1)	Group I	
	Second Round	\$2,500
	First Round	\$2,000
	All other rounds except the first round	\$1,000
(ii)	Group II	
	3rd Round/ Finals	\$1,500
	2nd Round	\$1,000
	Play-off/1st Round	\$ 600

- (b) First-class hotel, meals and transport between the hotel and ground shall be provided for the Referee and one Neutral Chair Umpire in Zonal Group I and for the Referee in the Zonal Group II Competition by the Home Nation.
- (c) Any balance remaining shall be retained by the Home Nation.

## 49. ALLOCATION OF GROSS RECEIPTS - WORLD GROUP

In the case of every Tie, the receipts shall be divided in the following order. If there is insufficient money in the Tie Account, the balance must be paid by the Home Nation.

(a) 10% of the Gross Receipts shall be paid to the ITF.

The following minimum payments are to be made:

The Final	\$75,000
The Semifinals	\$60,000
Quarterfinals	\$20,000
First round	\$15,000
Play-off Ties	\$7,500

- (b) First-class hotel, meals and transport between the hotel and ground shall be provided for the Neutral Referee and Neutral Chair Umpires by the Home Nation.
- (c) Any balance remaining shall be retained by the Home Nation.

## 50. ALLOCATION OF GROSS RECEIPTS - TIES PLAYED ON A NEUTRAL GROUND

In the case of two Nations playing on a Neutral Ground, the staging Nation shall be responsible for the allocation of the gross receipts as follows:

(a) 10% shall be paid to the ITF with the following minimum payments:

World	Group
VV OITG	Oroup

All other rounds

The Final	\$75,000
The Semi-Finals	\$60,000
Quarter-Finals	\$20,000
First Round	\$15,000
Play-off Ties	\$ 7,500
Zonal Competition	
Group I	
Second round	\$ 2,500
First round	\$ 2,000

\$ 1,000

Group II

3rd Round/Finals \$ 1,500 Second Round \$ 1,000 Play-off/1st Round \$ 600

If 10% of the Gross Receipts is less than the minimum stated, the balance is to be paid by the two visiting Nations in equal shares.

(b) The staging Nation will retain the balance of the Gross Receipts to cover their expenses of the Tie. If there are insufficient Gross Receipts the balance is to be paid by the two visiting Nations in equal shares.

## **51. SUBMISSION OF ACCOUNTS**

A statement of account in accordance with Regulations 47, 48, 49, and 50 (see Appendix K), signed by an official of the Home Nation, shall be sent to the ITF within two calendar months after the conclusion of the Tie.

## **52. 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 Davis Cup Committee. For Ties in the World Group, Business Class airfares and for Ties in the Zonal Competition, First Class railway fares and/or Tourist Class airfares will be paid for a maximum of 5 members of the nominated team.

#### 53. ACCOMMODATION/MEALS

It is the responsibility of each nation to pay its own costs for accommodation and off-site meals irrespective of whether the Tie is played at home or away.

## 54. PRIZE MONEY AND PAYMENTS TO COMPETING NATIONS

(a) Prize Money

The contribution from the Title Sponsor and International Sponsors after deduction of the ITF Rights Fee shall be treated as Prize Money and distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.

(r) Distribution of income from advertising and television/licensing Contributions from the Title Sponsor and International Sponsors and any income from Television and Licensing shall, after deduction of administrative expenses, be distributed to the competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.

## X. INCOME AND EXPENSES OF THE COMPETITION

#### 55. INCOME

The following income shall be used to meet any necessary expenditure of the Competition:

- (a) Income from the sale of International sponsorship rights to both Title and International Sponsors.
- (b) Income from merchandising and licensing of the mascot, symbol and/or legends, and income from the sale of international television rights.
- (c) 10% of the Gross Receipts of each Tie (see Regulations 47, 48 and 49), which shall be sent to the ITF within two calendar months of the completion of each Tie.
- (d) The entry contribution of \$1,000 from each competing Nation which shall be deducted from that Nation's prize money and payment in lieu of advertising.
- (e) The entry contribution of \$450 from each competing Nation in the Zonal Group III and Group IV Competition.
- (f) Fines imposed on member Nations.
- (g) Other items of general income.

## **56. EXPENSES**

From the income received, the following payments shall be made:

- (a) Prize money and payments in lieu of advertising, distributed to competing Nations in accordance with a scale agreed by the Board of Directors in consultation with the Davis Cup Committee and based on decisions taken by an Annual General Meeting.
- (b) General travelling expenses for each away Tie played by a Nation.
- (s) General travelling expenses of Neutral Officials.
- (t) Other expenses in the general interests of the Competition.

## XI. SPONSORSHIP AND OWNERSHIP OF RIGHTS

## 57. OWNERSHIP OF RIGHTS

There shall be a distinction between those rights and properties which are owned by the International Tennis Federation 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), (iii) and (iv) below (hereinafter the "Title Sponsor") or by those companies or other bodies (of which there shall be no more than six in any Competition year) who acquire the combination of international rights (ii), (iii) and (iv) specified below (hereinafter "International Sponsors").

- (a) All international rights shall be vested in the International Tennis Federation. These rights include:
  - (i) The title.
  - (ii) The use of any mascot, symbol, legend or device associated with the Competition.
  - (iii) Advertisements within the court area. The ITF may allow a Home Nation in a Zonal Competition to have limited advertising within the

court area. It is understood, however, that the ITF shall not acquire rights to permanent signs at the venues. Permanent shall mean fixed in place prior to the scheduling of the Tie pursuant to the terms of a written contract of not less than three years duration. No venue shall be selected with permanent signs at courtside positions or within the angle of the main television cameras.

- (iv) Advertisements within the stadium as follows:

  A maximum of two banners of the International Sponsors which shall be positioned not closer than 6 metres behind any on-court banner and shall be visible only through the side court cameras located at the net.
- (v) Appointment of companies as "Official Suppliers to the Davis Cup".
- (vi) All Media Rights (including without limitation all forms of television, internet, mobile, radio and other electronic media).
- (vii) Recordings.
- (b) All domestic rights shall be vested in the team'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 stadium of the Tie as follows:

    A maximum of four signs or banners of similar dimensions to those of the International Sponsors. A maximum of two of these banners may be positioned not closer than 6 metres behind any oncourt banner and shall be visible only through the side court cameras located at the net. The remaining two banners to be positioned on top of the spectator stands wherever possible but in any case not closer than 6 metres behind a sign or banner of the Title Sponsor and/or International Sponsors or other objects which enclose the area of play such as stands or backdrops.
  - (iv) Appointment of companies as Official Suppliers or Sponsors of the national team, subject to the provisions of this Regulation.
  - (v) Traditional Broadcast Television (excluding internet, broadband and mobile transmission) within the host country, subject to Regulation 59. Nations may feature Davis Cup specific material (excluding audio and/or audio visual coverage) on their official websites in accordance with the guidelines to be provided by the ITF.
  - (vi) Traditional over the air radio broadcasts (non-internet) [and film subject to Regulation 60] rights within the host country.
  - (vii) Product display booths outside the court area.
  - (viii) Selection of the ball to be used.
  - (ix) Gate receipts (subject to the allocation under Regulation 48 and 49) and the rights and proceeds to and from programme, food, beverages, merchandise and other on-site sales related to the Tie.

Domestic rights for advertisements within the court (Zonal Ties only) and the stadium of the Tie may only be acquired by a Team Sponsor and not more than five (three in the case of World Group Ties) Local Sponsors who shall be companies whose principal 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 signs in total. All Sponsors must be notified to the ITF at least 15 days prior to the commencement of the Tie.

It is generally understood that 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 Sponsor and International Sponsors. The ITF may, in the exercise of its reasonable discretion, intervene where it believes that this general understanding has been or is about to be breached, in consequence of which, the ITF believes that the income accruing from the Title Sponsor or International Sponsors will be jeopardised.

#### **58. ADVERTISEMENTS**

- (a) "Advertisements" in Regulation 57(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 shall 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 court sideadvertising. The Home Nation shall obtain a written statement from the prospective "host broadcaster" which specifies any restrictions applying to the display of advertising boards, banners or any similar identification on television. Full details shall be passed immediately to the ITF who undertakes that holders of international rights shall comply with all such legitimate restrictions. The Home Nation shall 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 shall 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 shall 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.

## **59. TELEVISION**

All Media Rights are the property of the ITF.

(a) For the Davis Cup World Group ITF controls and negotiates all television rights. This is to be done in consultation with the World Group nations. Income and eventual costs from the sale of these television rights with regards to matches of a nation's Davis Cup team and with regards to that nation's television market are to be split on a 50/50 basis between the

- relevant nation and the ITF unless separate agreement has been made between the ITF and the host nation concerned.
- (b) In the Zonal Competition the domestic rights are assigned to the Home Nation. The Home Nation may arrange for the Ties to be televised in their own country, and retain the receipts from this source. The Home Nation shall be responsible however for ensuring that any television contract permits access free of charge to the signal produced by the host broadcaster of all matches of the Tie for the ITF's overseas telecasts and other exploitation of the Media Rights. The ITF shall be kept advised by the Home Nation in its negotiations in this respect and the ITF reserves the right to intervene in its negotiations if it believes, on reasonable grounds, that it will not receive access to the host broadcaster signal on reasonable terms. In cases where the Host Nation in Zonal Group Competition is unable to provide a host broadcaster or to make such provision 50 days before the commencement of the first Tie of the year, the ITF will have the option to procure and negotiate the terms with a host broadcaster for that territory for the remainder of that Davis Cup year. In such case, any income and expense relating to the securing of a host broadcaster will be divided equally between the host nation and the ITF. However, if by the stipulated date 50 days before the commencement of the first Tie, the Host Nation expresses a desire to retain the host broadcaster rights, it shall guarantee, at no cost to the ITF, to deliver a full live signal of internationally acceptable standard.

The ITF will issue separate guidelines to each National Association specifically relating to television negotiations with particular regard to:

- (i) The international distribution of the signal.
- (ii) The supply of suitable recordings for highlights or compilation programmes.

#### 60. RECORDINGS

- (a) "Recordings" include films, video grammes, and music records.
- (u) The fact that international rights belong to the ITF does not affect the rights of any National Association to make a film of the Ties in which its team takes part. It is understood however that no arrangements for showing or distributing the film in any format to public fee paying audiences for reward may be made without the approval of the ITF and that such approval will be withheld where the ITF believes, on reasonable grounds, that the proposed showing or distribution will prejudice income accruing to the ITF from international rights.

## 61. PROGRAMMES AND PUBLICITY MATERIAL

- (a) The correct title is to be used prominently in all official notices, press releases, announcements, programme covers, posters, brochures and other material used for publicising a Tie. 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 full page editorial describing the Competition, 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.

# **62. FACILITIES FOR THE TITLE SPONSOR, INTERNATIONAL SPONSORS AND THE ITF**

See Appendix I for these facilities.

#### 63. COMMERCIAL GUIDELINES FOR COMPETING NATIONS

The ITF will issue detailed guidelines to all competing Nations in the form of a Commercial Letter by 31<sup>st</sup> October each year to be effective for the following year's Competition. The Commercial Letter, to be used in conjunction with the current Davis Cup Operations Manual (to be updated as necessary), will set out in further detail the sponsorship requirements which must be fulfilled and the way in which the competing Nations may be permitted to exercise rights in the Competition owned by the ITF.

Any Nation which requires advice on the implementation of the Regulations of this section shall 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 approval of the completed Questionnaire for the Tie.

## **64. 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 Ltd and such principles or ones having the like effect shall be carried at an Annual 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 Davis Cup Competition may be altered by the Board of Directors if the matter is deemed to be urgent. In such event the Council of the ITF shall vote to ratify or reject the Board's alteration. Such vote shall 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 ZONAL GROUP III AND IV COMPETITION

## PARTICIPATION ZONAL GROUP III

32 Nations not qualified to compete in the World Group nor in the Zonal Groups I and II, shall play in the Zonal Group III Competition of their Zone as follows:

## (a) Americas and Asia/Oceania Zones

Eight Nations in the Americas Zone and eight Nations in the Asia/Oceania Zone shall each play in Group III of their Zone. They shall be selected as follows:

- (i) The two Nations who were relegated from Group II of the Zone the previous year.
- (ii) Those Nations who competed in Group III in the previous year and were not promoted to Group II or relegated to Group IV and
- (iii) The two Nations with the best record from Group IV the previous year.

# (b) Europe/Africa Zone

Sixteen Nations in Europe/Africa Zone shall play in Group III. The Nations shall be divided so that there are eight Nations at each venue and they shall be selected as follows:

- (i) The four Nations who were relegated from Group II the previous year
- (ii) Those Nations who competed in Group III in the previous year and were not promoted to Group II or relegated to Group IV and
- (iii) The four Nations with the best record from Group IV the previous year.

## PARTICIPATION ZONAL GROUP IV

Nations not qualified to compete in the World Group nor in the Zonal Groups I, II and III and any Nation who did not compete in the previous year, shall play in the Zonal Group IV Competition of their Zone, as follows:

- a) Americas and Asia/Oceania Zones
  - Those Nations in America and Asia/Oceania competing in Group IV the previous year who were not promoted, and those who have been relegated from Group III of the previous year, and in addition any Nation entering the competition for the first time or did not compete in the previous year.
- b) Europe/Africa Zone

Those Nations in Europe and Africa competing in Group IV the previous year who were not promoted, and those who have been relegated from Group III of the previous year, and in addition any Nation entering the competition for the first time or did not compete in the previous year.

## FORMAT OF PLAY

Each Group shall be played over a maximum of seven days at one or two venues selected by the Davis Cup Committee. For eight Nations they shall be divided into two groups of four Nations in each group. For other number of Nations the Davis Cup Committee will decide the composition of Nations in each group.

The Nations in a group shall play on a round-robin or on a combined round-robin basis as determined by the Davis Cup Committee from time to time depending on the number of Nations in the Zone with the aim to maximise competitive play and still allow a reasonable rest for the teams.

The seeding shall be determined after the team nomination deadline in accordance with the most recent Davis Cup Nations Ranking.

When drawing the Nations into two round-robin groups the highest seeded Nation shall be placed in one group and the second seeded Nation shall be placed in the other group. Thereafter the remaining Nations shall be drawn in pairs according to the Nations Ranking.

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

When there are groups with different number of Nations, the highest seeded Nation(s) shall be placed in the group(s) with the least number of Nations.

Each Tie shall consist of two singles and one doubles played in one day.

Each match shall be played the best of three tie-break sets.

#### DATES

The Davis Cup Committee shall decide the dates for all Groups.

#### ORDER OF PLAY

The order of play in each Tie shall 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 shall still be played to obtain the full score. When a knock-out format is used, the Referee may decide, due to bad weather conditions, to cancel the doubles match if the Tie has already been decided.

## **MAKE OF BALL**

The Host Nation shall decide the make of ball to be used in the Group. Type 1 and 2 balls may be used on a slow pace court and Type 2 and 3 balls may be used on a fast pace court.

## INTERVAL BETWEEN SINGLES AND DOUBLES

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

#### RELOCATION OF THE DOUBLES MATCH

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

## **TEAM NOMINATION**

Each competing Nation shall, at least 28 days before the Monday of the week of the event, nominate in order of merit to the Davis Cup Committee and to all other Nations in the Group, either a team of a minimum of three and a maximum of four, which shall include the nomination of a Playing Captain, or alternatively a team of a minimum of four and a maximum of five, which shall include the nomination of a

non-playing Captain. Two nominations may be changed up until one hour before the Captain's meeting and Draw to be held on the day prior to the start of the Competition.

The order of merit shall be based on the Computer Singles Ranking accepted by the ITF as of the time of team nominations. Players with no Computer ranking shall be ranked for the entire event based on national ranking, where available, by their respective Captain.

## NOTIFICATION OF SINGLES AND DOUBLES PLAYERS

Each Captain shall give to the Referee the names of the two 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 deadline and the 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.

## **CAPTAINS' MEETING AND DRAW**

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

## **OFFICIALS**

The Davis Cup Committee will appoint a Neutral Referee and one Neutral Certified Chair Umpire for each group and venue. The Referee shall be responsible for the allocation of courts for both practice and Competition. The Referee is the final onsite authority for the interpretation of these Rules and Regulations and the Code of Conduct.

## METHOD OF DETERMINING PLACES IN THE ROUND ROBIN

Each Tie will consist of three matches, two singles and one doubles.

The Nation which wins the majority of the matches in the Tie shall be declared the winner, and shall be awarded one point.

- If two Nations score an equal number of points, the head-to-head result between these Nations shall decide the winner.
- If three or more Nations score an equal number of points the following procedure shall 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 percentage of sets won are 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 Group.

If any match is stopped and not completed for reasons of injury, etc, the full score shall 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 shall be recorded as 6-1, 6-0. If a match is a walk-over the score shall be recorded as 6-0, 6-0.

## PROMOTION/RELEGATION ZONAL GROUP III

The two Nations with the best record from the Americas Zone, the two Nations with the best record from the Asia/Oceania Zone and the four Nations with the best record from the Europe/Africa Zone shall be promoted to the Zonal Group II Competition of their respective Zone the next year.

The two last placed Nations in the Americas Zone, the two last placed Nations in the Asia/Oceania Zone and the two last placed Nations at each venue of the Europe/Africa Zone, shall be relegated to the Zonal Group IV competition of their respective Zone the following year.

## PROMOTION ZONAL GROUP IV

The two Nations with the best record from the Americas Zone, the two Nations with the best record from the Asia/Oceania Zone and the four Nations with the best record from the Europe/Africa Zone shall be promoted to the Zonal Group III Competition of their respective Zone the next year.

## CHOICE OF GROUND

Ties played in the Zonal Group III and IV Competition shall not count in terms of Choice of Ground referred to in Davis Cup Regulation 27.

#### **HOST NATION**

Each Nation in the Zonal Group III and IV may apply to the Federation to host a Zonal Group III or IV event. Such applications shall be submitted no later than 1 September on a prescribed form provided by the Federation.

In selecting the venues for the Zonal Group III or IV Competition, consideration will be taken to the following:

- \* The number of courts available, and other facilities.
- \* The availability of hotel accommodation.
- \* Previous organisational experience of international tennis events, and number of officials available.
- \* Airport accessibility.

#### **FINANCE**

By January 1, 2009 the ITF shall inform the Nations the extent of any financial contributions to be made with respect to expenses of the Competition.

## **SPONSORSHIP**

Each Host Nation organising a Zonal Group III or IV event will receive specific instructions as to how to dress the Competition courts in terms of Sponsorship requirements.

#### APPENDIX B

## DAVIS CUP CODE OF CONDUCT

#### ARTICLE I: GENERAL

#### A. PURPOSE

The ITF promulgates this Davis Cup Code of Conduct (Code) in order to maintain fair and reasonable standards of conduct by players and Captains in Davis Cup Ties and to protect their rights, the rights of the public and the integrity of the Sport of Tennis.

## **B. APPLICABILITY**

This Code is applicable as stated herein to the Davis Cup Competition. Any reference to players in this Code shall apply to all team members including the Captains where appropriate.

## C. UNITED STATES DOLLARS

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

#### ARTICLE II: PLAYER ON-SITE OFFENCES

#### A. GENERAL

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

#### **B. 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 Davis Cup Ties shall be the Referee's timepiece.

- 1. Any player not ready to play within ten (10) minutes after his match is called may be fined up to \$500.
- 2. Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$1,500 and shall be defaulted unless the Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

## C. DRESS AND EQUIPMENT

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

## 1. 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.

## (a) Grass Court Shoes

In a Davis 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 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:

Pimple Top Diameter Pimple	Density Per Square Inch
2.00mm	32
2.25mm	28
2.50mm	24
2.75mm	21
3.00mm	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 Tie.

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.

# (b) 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 Davis Cup Ties played on clay courts.

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

#### 2. 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.

#### 3. 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 his shirt or he shall dress in national colours. Team identification shall be in accordance with the official Davis Cup style guide.

Please note that this rule is mandatory for teams in the World Group and Group I each year. The Rule is optional for teams in the Davis Cup Zonal Groups II, III and IV. However, any team in Groups II, III and IV that chooses to adopt, or has previously been required to adopt, a Team Identification must follow this Regulation in full.

#### 4. 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 Tie 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):

## (a) Shirt, Sweater, or Jacket

## (i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds three (3) square inches (19.5 sq.cm), plus one (1) commercial identification of a National Association Team Sponsor on one (1) sleeve, not to exceed three (3) square inches (19.5 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.

## Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed three (3) square inches (19.5 sq.cm) in size, and the one (1) commercial identification of a National Association Team Sponsor not to exceed three (3) square inches (19.5 sq.cm) may be placed on the front of the garment.

(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.

#### (b) Shorts

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. On compression shorts, one manufacturer's identification not to exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identifications on shorts shall be permitted.

## (c) 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).

- (d) Racquet
  - Manufacturer's identifications on racquet and strings shall be permitted.
- (e) Hat, Headband or Wristband

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

- (f) 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.
- (g) 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.

#### (h) General

In the event of 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 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 logo identification.

## 5. 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 approval of the Referee prior to wearing warm-up clothing during a match.

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

Identification for a National Association Team Sponsor on the back of warm-up clothing is permitted and should not exceed three (3) square inches (19.5 sq.cm) and is permitted to be worn during warm-up only and during any official ceremonies.

#### 6. CHANGE/TAPING

Any player who violates this Section may be ordered by the Chair Umpire or Referee to change his attire or equipment immediately. No taping over of such attire shall be allowed. Failure of a player to comply with such order may result in immediate default.

#### 7. FINES

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

- (a) Violation of the provisions with respect to Unacceptable Attire or Team Identification shall result in a fine of up to \$10,000.
- (b) Manufacturer's Identification Violation of the provisions with respect to manufacturer's identification shall result in a fine of up to \$1,000.
- (c) Commercial Identification Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- (d) Other Tennis Event
  Violation of the provisions with respect to the name of an event shall result in a fine of up to \$10,000.

#### D. LEAVING THE COURT

A player shall not leave the court area during a match (including the warm-up) without the permission of the Umpire. Violation of this Section shall subject a player to a fine of 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.

#### E. BEST EFFORTS

A player shall use his best efforts to win a match when competing in a Davis Cup Tie. Violation of this section shall subject a player to a fine of 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 him to the additional penalties set forth in these Regulations.

## F. FAILURE TO COMPLETE MATCH

Any player nominated for any match in the Tie must commence or complete such match unless he is incapacitated by illness, accident or other unavoidable hindrance. Violation of this section shall subject a player to a fine of up to US\$10,000 and he shall not be eligible to represent his country in the next Tie whether in the current Competition or subsequent Competitions.

#### G. MEDIA CONFERENCE

Unless injured and physically unable to appear, a player or team must attend the post-match media conference 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 post-match and post-draw ceremony interviews with the home and visiting teams national broadcaster and with the journalist from the official Davis Cup website. In addition, the nominated team must attend a minimum of one Pre-Draw Press Conference in the week of any Davis Cup Tie, including the Final. This Pre-Draw Press Conference may be in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines. Violation of this section shall subject a player and/or team to a fine of up to US\$10,000.

# H. CEREMONIES

For the purpose of ceremonies and official functions, under the above section, both 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 on the first day of the Tie
- \* Team Presentation Ceremony on the second day of the Tie

- \* The Davis Cup Final Official Player Party
- \* 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.

#### I. 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 serve 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 shall be penalised by a Time Violation warning and each subsequent violation shall be penalised by the assessment of one Time Violation 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.

#### J. AUDIBLE OBSCENITY

Players shall not use audible obscenity within the precincts of the site. Violation of this Section shall subject a player to a fine 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 him to the additional penalties set forth in these Regulations.

For the purpose 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 ballboys.

## K. COACHING AND COACHES

Players shall not receive coaching during a match except as detailed in Rules of Tennis 31. Communications of any kind, audible or visible, between a player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit these 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, authorising or endorsing any public statement 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 of the 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 hereinafter set forth. In circumstances that are flagrant and particularly injurious to the success of the Tie, or are singularly egregious, the Referee may order the Coach to be removed from the site of a match or the precincts of the Tie and upon his failure to comply with such order may declare an immediate default of such player.

## L. 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 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 him 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 his hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

## M. 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 fine 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.

# N. 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 \$1,000 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.

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.

#### O. VERBAL ABUSE

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

Violation of this Section shall subject a player to a fine 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 him 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.

#### P. 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 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 him 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.

## O. 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 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 him 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, 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.

#### R. PARTISAN CROWD/SPECTATORS BEHAVIOUR

During Davis Cup matches each country 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 country 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 country's player in accordance with the following:

FIRST Offence WARNING
SECOND Offence POINT PENALTY
THIRD AND EACH SUBSEQUENT Offence GAME 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.

## S. 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.

## T. 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 fined up to \$2,000 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 B and C, or as a result of a medical condition or when his doubles partner commits the Code Violation which causes the default.

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

## **U. DOUBLES MATCH**

1. Point Penalties/Game Penalties/Defaults

Point penalties, game penalties and/or a default if assessed for violation of Code shall be assessed against the doubles team.

#### 2. Fines

Fines for violation of Article II C.2 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.

## V. DETERMINATION AND 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 therefor and give written notice thereof to the Captain.

## W.PAYMENT OF FINES

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

## X. APPEALS

Any player or Captain convicted of a violation of a Player On-Site Offence at a Davis Cup Tie may appeal to the Executive Director designated by the ITF for review of the determination of guilt and penalty therefor. Such Notice of Appeal shall be in writing and filed with the Executive Director within ten (10) days after the last day of the Tie. Attached to and included with such Notice of Appeal shall be a statement by the player or Captain as to the facts and circumstances of such incident along with any other evidence that the player or Captain desires to submit.

Upon receipt of such an Appeal, the Executive Director shall conduct a reasonable investigation of the facts and circumstances surrounding such incident, and shall affirm or reverse in whole or part the determination of the Referee. In the event of a whole or partial reversal the Executive Director shall remit to the National Association of the player or Captain all or part of any fines collected in accordance with the disposition of the appeal.

## ARTICLE III: UNIFORM TENNIS ANTI-CORRUPTION PROGRAM

## A. Introduction

The purpose of the Uniform Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies.

## **B.** Definitions

- 1. "AHO" refers to an Anti-Corruption Hearing Officer.
- 2. "ATP" refers to the ATP Tour, Inc.
- **3.** "CAS" refers to the Court of Arbitration for Sport.
- **4.** "Consideration" refers to anything of value except for money.
- 5. "Corruption Offense" refers to any offense described in Article D or E of this Program.
- **6.** <u>"Covered Person" refers to any Player, Related Person, or</u> Tournament Support Personnel.
- 7. <u>"Decision" refers to a decision of an AHO regarding the commission of a Corruption Offense.</u>
- 8. "Demand" refers to a written demand for information issued by the TIU to any Covered Person.
- 9. "Director" refers to the Director of the TIU.
- 10. "Event" refers to all professional tennis matches and other tennis competitions, whether men's or women's, including, without limitation, all tournaments organized, sanctioned or recognized by any of the Governing Bodies.
- 11. "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSC.
- **12.** "GSC" refers to the Grand Slam Committee.
- 13. <u>"Hearing" refers to a hearing before an AHO in accordance with Article G of this Program.</u>
- 14. "information in the public domain" refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.
- 15. "Inside Information" refers to information about the likely participation or likely performance of a Player in an Event or concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.
- **16.** "ITF" refers to the International Tennis Federation.
- 17. "Notice" refers to written notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
- 18. <u>"Player" refers to any player who enters or participates in any competition, Event or activity organized or sanctioned by any Governing Body.</u>
- 19. "Program" refers to this Uniform Tennis Anti-Corruption Program.
- 20. "PTIO" refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
- 21. "Related Person" refers to 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 an Event at the request of the Player or any other Related Person.

- **22.** "TIB" refers to the Tennis Integrity Board.
- 23. "TIU" refers to the Tennis Integrity Unit.
- 24. "Tournament Support Personnel" refers to any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at any Event.
- 25. "wager" refers to a wager of money or Consideration or any other form of financial speculation.
- **26.** "WTA" refers to the WTA Tour, Inc.

## C. Covered Players, Persons and Events

- 1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein.
- 2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

## D. Offenses

Commission of any offense set forth in Article D or E of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

## 1. Corruption Offenses.

- a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.
- **b.** No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.
- c. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.
- d. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.

- e. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.
- f. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.
- g. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- h. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- i. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

# 2. Reporting Obligation.

# a. Players.

- i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.
- ii. In the event any Player knows or suspects that any other

  Covered Person or other individual has committed a

  Corruption Offense, it shall be the Player's obligation to
  report such knowledge or suspicion to the TIU as soon as
  possible.
- iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Article D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.
- iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.

## b. Related Persons and Tournament Support Personnel.

i. In the event any Related Person or Tournament Support
Person is approached by any person who offers or
provides any type of money, benefit or Consideration to

- a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
- ii. In the event any Related Person or Tournament Support
  Person knows or suspects that any Covered Person or
  other individual has committed a Corruption Offense, it
  shall be the Related Person's or Tournament Support
  Person's obligation to report such knowledge or
  suspicion to the TIU as soon as possible.

# E. Additional Matters

- 1. Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.
- 2. For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
- Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.
- 4. A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (a) promptly reports such conduct to the TIU and (b) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

## F. Investigation and Procedure

## 1. Anti-Corruption Hearing Officer.

a. The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.

b. An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

# 2. Investigations.

- a. The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
  - i. The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
  - ii. The Covered Person shall have the right to have counsel attend the interview(s).
  - iii. The interview shall be recorded. The interview tapes shall be used for transcription and evidentiary purposes and thereafter shall be sealed and stored by the TIU in a secure place.
  - iv. The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
  - v. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- b. All Covered Persons must cooperate fully with investigations conducted by the TIU. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense.
- c. If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in

furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offence.

- Event, a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information requested by the TIU or the AHO. If a Covered Person fails to produce such information, the AHO may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.
- e. If a PTIO concludes that a Corruption Offense may have been committed, the PTIO shall refer the matter and send the evidence to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Article G of this Program.
- 3. No Provisional Suspension. Until either (a) a Covered Person admits or confesses to commission of a Corruption Offense; or (b) the AHO has issued a Decision that such Covered Person has committed a Corruption Offense; or (c) the AHO determines that a Covered Person has failed to furnish information pursuant to a Demand from the TIU or the AHO, such Covered Person shall not be deemed to have committed such a Corruption Offense and shall remain eligible to compete and/or receive credentials, respectively, for the purposes of this Program.

## **G.** Due Process

## 1. Commencement of Proceedings.

- **a.** When the PTIO refers a matter to the AHO pursuant to Article F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
  - i. the Corruption Offense(s) alleged to have been committed, including the specific Article(s) of this Program alleged to have been infringed;
  - ii. the facts upon which such allegations are based;
  - iii. the potential sanctions prescribed under this Program for such Corruption Offense(s); and

- iv. the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b. The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO's allegations, the Covered Person must submit a written request for a Hearing so that it is received by the AHO as soon as possible, but in any event within fourteen business days of the Covered Person's receipt of the Notice. If the Covered Person fails to file a written request for a Hearing by such deadline, he or she shall be deemed:
  - i. to have waived his or her entitlement to a Hearing;
  - ii. to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice; and
  - iii. to have acceded to the potential sanctions specified in the Notice.

If the Covered Person fails to file a written request for a Hearing by the deadline, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions (where this Program specifies a range of possible sanctions the AHO shall determine the appropriate sanction).

- c. The Covered Person shall be entitled at any stage to admit that he or she has committed the Corruption Offense(s) specified in the Notice and to accede to the sanctions specified in the Notice. In such circumstance, a Hearing shall not be required. Instead, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice and ordering the imposition of sanctions. Where a range of possible sanctions is specified in the Program, written submissions may be made by or on behalf of the Covered Person in mitigation at the time of admission of the Corruption Offense(s), and the AHO shall be entitled to take those submissions, as well as any rebuttal submitted by the PTIO, into account in determining what sanctions should apply.
- d. If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIB appoint a substitute or successor AHO for such matter in accordance with Article F.1.
- e. No more than twenty business days after the date of the Notice or request for Hearing if received, the AHO shall convene a meeting or telephone conference with the PTIO, its legal representatives, the Covered Person to whom the Notice was

sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting the AHO shall:

- business days after the meeting, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice is sent, and ordinarily within sixty days of the date that the Covered Person requests a Hearing. The Hearing shall be completed expeditiously;
- ii. establish dates reasonably in advance of the date of the Hearing at which:
  - 1. the Covered Person shall submit a brief with argument on all issues that he or she wishes to raise at the Hearing;
  - 2. the PTIO shall submit an answering brief, addressing the arguments of the Covered Person and setting out argument on the issues that the PTIO wishes to raise at the Hearing;
  - 3. the Covered Person may submit a reply brief, responding to the PTIO's answer brief; and
  - 4. the Covered Person and the PTIO shall exchange witness lists (with each witness's address, telephone number and a summary of the subject areas of the witness's anticipated testimony) and copies of the exhibits that they intend to introduce at the Hearing; and
- iii. make such order as the AHO shall deem appropriate in relation to the production of relevant documents or other materials between the parties.
- f. The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to

the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

# 2. Conduct of Hearings.

- Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.
- b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the AHO and present his, her or its case.
- d. The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO's expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO's expense.

## 3. Burdens and Standards of Proof.

- shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a

- presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

## 4. Decisions.

- determine whether a Corruption Offense has been committed. Where Article H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.
- b. The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:
  - i. the AHO's findings as to what Corruption Offenses, if any, have been committed;
  - ii. the sanctions applicable, if any, as a result of such findings; and
  - the rights of appeal applicable pursuant to Article I of this Program.
- the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.
- AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

## H. Sanctions

- 1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Article G, and may include:
  - a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any

Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of clauses (c)-(i) of Article D.1, ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

- Person, (i) suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a period of not less than one year, and (ii) with respect to any violation of clauses (c)-(i) of Article D.1., suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a maximum period of permanent revocation of such credentials and access.
- c. No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any Event (other than authorized anti-gambling or anti-corruption education or rehabilitation programs) organized or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.
- 2. The TIU may report information regarding an investigation to the TIB and the PTIOs at any time.
- 3. The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
- 4. If any Covered Person commits a Corruption Offense under this program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.

## I. Appeals

1. Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to

- the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.
- 2. Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
- 3. The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.
- 4. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

## J. General

- 1. No action may be commenced under this Program against any
  Covered Person for any Corruption Offense unless such action is
  commenced within either (i) eight years from the date that the
  Corruption Offense allegedly occurred or (ii) two years after the
  discovery of such alleged Corruption Offense, whichever is later.
- 2. Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.
- 3. This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.
- 4. In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.
- Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
- 6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective.

  Corruption Offenses occurring before the effective date of this Program are governed by the former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
- 7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

## **ARTICLE IV: PLAYER MAJOR OFFENCES**

## A. AGGRAVATED BEHAVIOUR

No player or Related Person at any Davis Cup Tie shall engage in "Aggravated Behaviour" which is defined as follows:

- 1. One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour".
- 2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup, or is singularly egregious.
- 3. 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 Davis Cup.
- 4. A violation of Regulation 7 whereby Davis Cup results of a player are disqualified as a consequence of a doping offence at the Davis 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 Davis Cup Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Davis Cup Ties and/or the Davis 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 Davis Cup Ties and/or the Davis 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 his participation in the Tie, the percentage being 20% per singles match and 10% per doubles match.

## B. 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, the punishment for which includes possible imprisonment for more than one year, he 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, he 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 Davis Cup Ties or the Davis Cup Competition.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Davis Cup Ties and/or the Davis Cup Competition.

#### C. DETERMINATION AND PENALTY

The Executive Director shall cause an investigation to be made of all facts concerning any alleged Major Offence and shall provide written notice of such investigation to the player involved; the player shall be given at least ten (10) days to provide to the Executive Director, directly or through counsel, such evidence as the player deems to be relevant to the investigation. Upon the completion of his investigation, the Executive Director shall determine the innocence or guilt of the player involved, and, in the latter case, shall state in writing the facts as found by him, his conclusions and his decision fixing the penalty to be imposed. A copy of the decision shall be promptly delivered to the player and to the Davis Cup Committee. Upon review the Davis Cup Committee may affirm, modify or reverse the decision of the Executive Director and the player shall be notified of its decision upon any such review. The determination of the Executive Director shall stand unless modified or reversed as above provided.

## **D. PAYMENT OF FINES**

All fines levied by the Executive Director for Player Major Offences shall be deducted from the prize money earned by the player's National Association.

#### E. APPEAL

Any player determined to be guilty of a Player Major Offence by the Executive Director and providing such determination is not reversed by the Davis Cup Committee as above provided, after all the fines are paid, may appeal to the Board of Directors for review of such determination. The appeal shall be in writing and must be filed with the Executive Director within ten (10) days after receiving notice of the Executive Director's determination or any modification thereof by the Davis Cup Committee. The Executive Director shall thereafter promptly forward said appeal to the Board of Directors. The Board of Directors shall designate a time and place within twenty (20) days for hearing of such appeal and shall so notify the player and the Executive Director. At such hearing the player and the Executive Director shall present to the Board of Directors the relevant evidence on the matter. The Board of Directors may affirm, reverse, or modify the decision of the Executive Director and the Davis Cup Committee on appeal.

If the appeal is decided against the player, then the Committee shall tax the reasonable costs of the appeal against the player, which costs shall include, but not be limited to, the reasonable travel and living expenses incurred by all witnesses and members of the Board of Directors with respect thereto, if the same is not at regularly scheduled meeting of the Board of Directors.

# **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 J.

#### APPENDIX C

## MEDICAL AND TOILET BREAK

#### **MEDICAL**

# a. Medical Condition

A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Sports Medicine Therapist/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 warmup 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 that has not developed or has not been aggravated during the warm-up or the match.
- o 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 Sports Medicine Therapist/Trainer, in conjunction with the Independent Doctor, to evaluate him/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 Sports Medicine Therapist/Trainer to evaluate him/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 Sports Medicine Therapist/Trainer, in conjunction 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 Sports Medicine Therapist/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 Sports Medicine Therapist/Trainer determines that the player has developed an acute medical condition that requires immediate medical treatment.

The Medical Time-Out begins when the Sports Medicine Therapist/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 and cramping 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.

A total of two (2) consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Sports Medicine Therapist/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 Sports Medicine Therapist/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 Sports Medicine Therapist/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 should stop play as soon as possible, and the Sports Medicine Therapist/Trainer should be called to the court by the Chair Umpire for evaluation and treatment. The Sports Medicine Therapist/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 Sports Medicine Therapist/Trainer and/or 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 should not resume until the blood spill has been cleaned appropriately.

# g. Vomiting

If a player is vomiting, the Chair Umpire should stop play if vomiting has spilled onto the court, or if the player requests medical evaluation. If the player requests medical evaluation, then the Sports Medicine Therapist/Trainer, in conjunction with the Independent Doctor, should 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 should 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 Sports Medicine Therapist/Trainer, the Chair Umpire shall immediately call for the Sports Medicine Therapist/Trainer and Independent Doctor to assist the player.

Either before or during a match, if a player is considered unable physically to compete, the Sports Medicine Therapist/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 event 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 BREAK**

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

Toilet breaks should be taken on a set break and can be used for no other purpose.

In singles a player is entitled to one (1) toilet break during a best of three (3) set match and two (2) toilet breaks during a best of five (5) set match.

In doubles matches, each team is entitled to a total of two (2) breaks. If partners leave the court together, it counts as one of the team's authorised breaks.

Any time a player leaves the court for a toilet 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 authorised 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.

#### APPENDIX D

# **DEFINITION OF "GOOD STANDING" OF A PLAYER**

For the purposes of Regulation 34, the term "good standing" in connection with a player shall be defined as follows:

#### One whom:

- (a) Is not under a suspension imposed by his National Association, or 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 his National Association as being under its jurisdiction while competing in events for which his association has nominated him.
- (c) Makes himself available for selection for official team championships, the Olympic Tennis Event and accepts the jurisdiction of his National Association while competing in events for which they have nominated him.
- (d) Respects the spirit of fair play and non-violence at all times.
- (e) Accepts the conditions of entry of the events he 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 he enters.

### **APPENDIX E**

## PROCEDURE FOR ANTI-DOPING TESTING CONTROL AT DAVIS CUP TIES

- 1 The Referee will advise both Captains at the Captains' Meeting that there may be drug testing. With regard to the Final the Referee will advise of the potential importance of "dead" rubbers in the event that a Doping Offence is found to have been committed, as set out in Regulation 7.
- 2 The collection, analysis, results management and all other aspect of the testing will be conducted in accordance with the ITF Tennis Anti-Doping Programme 2009.

#### **APPENDIX F**

## MINIMUM STANDARDS FOR THE ORGANISATION OF DAVIS CUP TIES (see Regulation 28)

(Mandatory for the World Group and Zonal Group Ties with the exception of points 1 and 4 (g) which are mandatory for World Group and recommended for Zonal Group Ties)

- 1. The city where the Tie is held should be a major city or heavily populated area of the country with an easily accessible airport. The airport shall either be an International airport or capable of easy connection to an International airport by a regularly scheduled large commercial jet aircraft.
- 2. There must be hotel accommodation of the highest category able to accommodate both teams, Title Sponsor and International Sponsors, media and officials.
- 3. The stadium must be within reasonable distance from the hotels (maximum 45 minutes by car).
- 4. The stadium and on-site facilities for the Tie must have appropriate accommodation as follows:
  - a) Fully equipped changing rooms of suitable international standard (one for each team);
  - b) Anti-doping testing facilities;
  - c) Public toilets, catering and parking areas;
  - d) Office space for ITF Representative and Neutral officials with telephone/fax;
  - e) Area for the working media equipped with an adequate number of telephones/faxes;
  - f) Player interview room with easy access from the court and changing rooms;
  - g) Minimum spectator capacity of 4,000 seats (exception may be made for first round Ties and Play-off Ties in the World Group).
- 5. An efficient transportation system must be provided to take players and officials to and from the hotel and venue.
- 6. The stadium must be able to accommodate all on-court equipment such as scoreboards, linesmen, dais, etc.
- 7. The court/stadium must have appropriate installations for television with camera positions as agreed with the ITF and positions arranged for photographers as per the Davis Cup Regulations.
- 8. One person, the Official Organiser (see Regulation 31) 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. 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 phone calls relating to the Tie.
- 10. 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.

### 11. Official functions

The following should take place:

- Captains' Meeting (as outlined in Regulation 43)
- Official Draw
- Official Dinner (an Official Dinner should be held during the week of the Tie. In the case of the Final, a dinner should 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.

- 12. The Home Nation shall be responsible for the formulation, administration and implementation of a comprehensive security and safety system that ensures, as far as is reasonably practicable, the security, health and safety of all members and officials of both teams and ITF officials, at all times, from their arrival in the host country until their departure from the host country or 24 hours after the conclusion of the Tie, whichever is the sooner where special circumstances apply to a particular Tie, the National Association of the visiting team may request that the security arrangements be varied, as they deem appropriate, such variations to be agreed with the Home Nation, at least 14 days before the commencement of the Tie. In the event of a dispute the matter should be referred to the Davis Cup Committee.
- 13. The ITF must be consulted in advance if there is any doubt with regard to the compliance with the above points as non-compliance may result in the relocation of the Tie and/or a fine.

#### APPENDIX G

### ARRANGEMENTS FOR THE DAVIS CUP FINAL

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

- (a) There should be a minimum spectator capacity of 12,000 seats unless otherwise agreed by the Davis Cup Committee.
- (b) The appointment of a representative of the ITF to liaise with the Home Nation. The representative of the ITF shall have an appropriately equipped office on site of the venue, to be provided by the Home Nation free of charge. Such office must be made available if required as soon as the venue has been confirmed. If not available at the site such office may be in the Federation Office if in the same city. If there is not a suitable office in the city such office could be located in a hotel room. The site office should be made available as soon as possible. The prime responsibility of the ITF representative shall be to ensure the implementation of these Regulations and the sponsorship and commercial matters outlined in the Davis Cup Operations Manual.
- (c) Accreditation and facilities for international press, including TV and photographers (see Appendix H).
- (d) Seating arrangements in the Presidential Box.

  The Home Nation shall consult with the ITF to ensure that priority seating arrangements for all VIP's (ITF, the Visiting Nation, Title Sponsor and International Sponsors representatives) are provided (see Appendix I).
- (e) Official functions (Draw, opening and closing ceremonies, dinners etc.)

  The Home Nation shall consult with the ITF to ensure that the arrangements for each official function are appropriate. The Opening Ceremony shall take place prior to the first singles match on Friday. The Closing Ceremony on court, including the presentation of the Davis Cup Trophy to the Champion Nation, shall take place on Sunday following the last match unless otherwise agreed by the Davis Cup Committee. The official dinner shall be held on Sunday evening.
- (f) Display of the Davis Cup Trophy on court all three days.
  It is the responsibility of the Home Nation to provide security for the Davis 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 Davis Cup Trophy back to their country (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.
- (f) Entertainment and requirements of the Title Sponsor and International Sponsors.
- (g) Display areas, VIP rooms and offices for the staff of the ITF.

#### APPENDIX H

### ARRANGEMENTS FOR PRESS AND MEDIA

(Mandatory for the World Group and recommended for the Zonal Groups) (see Regulation 32).

### 1. INVITATIONS AND ACCREDITATION

Well before the Tie, and once the venue is known, the Home Nation shall invite the national and local press and other media representatives to attend the Tie by asking for accreditation. Accreditation details ought to be received by the organisers not less than one week before the Tie begins, so that badges can be prepared and issued to both journalists and photographers. Normally the accreditation badges can be collected by the media representative at the stadium on the day the Tie begins.

## 2. SEATING ARRANGEMENTS FOR JOURNALISTS AND PHOTOGRAPHERS. CONTACT PERSON

In order to receive the best possible press coverage for the Tie, it is important to make suitable arrangements for working journalists, photographers, and the representatives from radio and television.

Benches should be provided for photographers behind the advertising boards and in front of the public seating. Alternatively the organiser of a Tie should make suitable arrangements for photographers to be seated in the first row in the stands. Photographers should not be positioned on court during play.

Pressrooms should be manned by a person with knowledge of the English language. The person who is in charge of the pressroom must be prepared to answer overseas telephone calls from the media, and that person should also be able to give information and accurate on-going results during the Tie. The pressroom should be big enough to accommodate all representatives of the media.

### 3. RADIO AND TELEVISION

Unlike newspapers, it is not easy for television and radio stations to cover events unless they have been given plenty of advance warning, as their programmes are scheduled weeks or months in advance. Therefore, as soon as even a preliminary date for staging a Davis Cup Tie has been received, contact should be made with the local television and radio stations.

In arranging spectator seating, the Home Nation shall ensure that there are radio and/or television commentary positions which are sound-proof. This is another reason for early discussion with the local television and radio stations.

Once any negotiations with the television and radio stations begin, it must be made absolutely clear what advertising will be displayed around the court. Advertising on site can be a particularly sensitive area for television companies in some countries. The television station should be informed of the signage. The Davis Cup Operations Manual will help in this respect, since positioning for all advertising is clearly set out.

Television and radio are as much a part of the publicity effort as the newspapers. They should be afforded equal facilities and equal hospitality. Post-match interviews should be made available to the television and radio stations in an order of preference which is fair to all concerned.

### 4. JOURNALISTS AND PHOTOGRAPHERS

The officials of the Visiting National Association should be consulted in order to ascertain the number of journalists likely to attend the match.

Facilities required for reporters:

- \* Sufficient working desks with electricity supply for personal computers
- \* Telephones, fax machines and other facilities
- \* Adequate seating arrangements
- \* Distinctive Press and Photographer badges
- \* An interview room as close as possible to the court and other facilities
- \* A system for bringing players to the interview room
- \* Photographers using modern equipment also need desk space and electricity supply for electronic image scanners and transmitters. Facilities for developing film should also be provided where possible

Where possible, easy access to refreshment facilities should be considered, together with transportation between the Press Hotels and the venue for out-of town and overseas journalists.

### APPENDIX I

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

The seats/tickets and hospitality in Regulations 33, 62 shall be as follows:

### VISITING NATION

### **Complimentary Tickets/Hospitality**

- 1) 12 seats for the team positioned immediately behind the seat on the court occupied by its Captain.
- 2) Up to 10 seats, in priority positions, in the Presidential Box for the VIP's of the Visiting Nation. Hospitality should also be provided free of charge for these 10 places.
- 3) 50 (World Group), 100 (Davis Cup Final) or 25 (Zonal Competition) first category daily tickets.
  - Where a stadium does not include any boxes, the Visiting Nation's complimentary tickets shall have first choice 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 should be positioned starting in the rows immediately behind row 6.

These seats should be positioned at one location.

### **Purchased Tickets/Hospitality**

- 1) For the Davis Cup Final, additional seats may be purchased, subject to availability, for its VIP's in the Presidential Box.
- 2) The Visiting Nation is entitled to purchase 10% of the available tickets less the number previously allocated as complimentary (see above). Such tickets should be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), with the entitlement to purchase 500 first category tickets (700 Davis Cup Final). The seats in each price category should be positioned together in significant numbers.
  - The Visiting Nation shall confirm to the Home Nation within 20 days of being advised of the venue/ticket prices whether or not it wishes to take up its option to purchase such tickets. The balance of the 10% shall be located in a block starting in the area directly behind the team bench of the visiting Nation, unless otherwise agreed by the ITF.

### **Hospitality**

When requested, at least 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 50 people – 100 in the case of

the Davis Cup Final). Food, drink, decoration, etc., will be charged to the Visiting Nation at cost.

## ITF, TITLE SPONSOR AND INTERNATIONAL SPONSORS Complimentary Tickets/Hospitality

- Up to six seats in the Presidential Box for the VIP's of the ITF and seating for Title Sponsor and International Sponsors where requested.
   In the Presidential Box for the Davis Cup Final:
  - a) 24 seats for the senior representatives of the Title Sponsor and International Sponsors attending the Davis Cup Final
  - b) Seats for the following persons (and their partners) attending the Davis Cup Final:
    - ITF Board of Directors
    - Davis Cup Committee
    - Up to 4 members of the ITF's senior executive staff
  - c) The Presidents (and their partners) of other World Group Davis Cup Nations attending the Davis 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 shall also be provided with hospitality by the Home Nation.

2) Up to an aggregate of 310 (World Group), 350 (Davis Cup Final) or 210 (Zonal Competition) 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' complimentary seats shall have first choice 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 should be positioned starting in the rows immediately behind row 6. These seats should be positioned at one location.

### **Purchased Tickets/Hospitality**

- 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 should be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), with the entitlement to purchase 500 first category tickets (700 in the case of the Davis Cup Final) per day, at the lower of US\$75 each (US\$100 each in the case of the Davis Cup Final) or face value. The seats in each price category should be positioned together in significant numbers.
  - Such tickets must be in a good location and will be purchased by the ITF and confirmed 30 days before the Tie.
- The ITF, Title Sponsor and International Sponsors shall be entitled to purchase 750 hospitality passes (1,000 in the case of the Davis Cup Final), of a first class standard at a maximum cost of US\$115 (per person per day) or at market price. The price shall include construction, food and beverages, decoration, hostesses

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

### APPENDIX J

### 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") and player shall conduct himself/herself in a professional manner at all times and in accordance with this ITF Welfare Policy.

### a. Elements of the Welfare Policy.

### i. Application

(a) Players and Player Support Team Members shall be familiar with, and agree to abide by, the ITF Welfare Policy.

### ii. Unfair and/or Discriminatory Conduct

- (a) Players and Player Support Team Members 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) Players and Player Support Team Members shall not discriminate in the provision of services on the basis of race, ethnicity, national origin, religion, age or sexual orientation.

### iii. Abuse of Authority; Abusive Conduct

- (a) Players and Player Support Team Members shall not abuse his or her position of authority or control, and shall not compromise the psychological, physical or emotional well being of any player.
- (b) Players and Player Support Team Members shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any player, tournament official, ITF staff member, on-court official, coach, parent, spectator or member of the press/media.
- (c) Players and Player Support Team Members shall not exploit any player relationship to further personal, political or business interests at the expense of the best interest of the player.

### iv. Sexual Conduct

The following conduct is specifically prohibited:

a) Players and Player Support Team Members shall not make sexual advances towards, or have any sexual contact with, any player who is

- (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the conduct takes place or where the player resides.
- b) Players and Player Support Team Members 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) Players and Player Support Team Members shall not engage in sexual harassment - for example, by making unwelcome advances, requests for sexual favors 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 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 is the player's legal guardian or is related to the player.
- e) Criminal Conduct Players and Player Support Team Members shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a player or a Player Support Team Member 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 player or a Player Support Team Member 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.
- f) Anti-Doping Activity Players and Player Support Team Members shall not commit any offence under the terms of the ITF's Anti-Doping Programme or aid or abet in any way a player's offence under that Programme.
- g) Conduct in General Players and Player Support Team Members shall not conduct himself or herself in a manner that will reflect unfavorably 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 player or Player Support Team Member 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 be signed and shall state specifically the nature of the alleged misconduct. Upon receipt of such a signed

complaint, the ITF Executive Director shall promptly initiate a review of the matter. The ITF Executive Director may also initiate an investigation on the basis of a suspension or other disciplinary action taken against a player or Player Support Team Members by a national federation or other tennis organisation or a conviction or plea of guilty or no contest to a criminal charge or indictment as set out in Section v. above.

- ii. Upon review of the complaint and, where appropriate, additional investigation, the ITF Executive Director may determine that the complaint does not merit further action. If the ITF Executive Director determines that the complaint does merit further action, after giving the accused individual the opportunity to present his or her views to the ITF Executive Director or his/her designee, either in person or in writing, at the ITF Executive Director's discretion, the ITF Executive Director 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 Executive Director may deem appropriate. In addition, the ITF Executive Director shall have authority to issue a provisional suspension, pending the completion of the investigation and issuance of a final decision on the matter.
- iii. Decisions of the ITF Executive Director may be appealed to the Committee responsible for the ITF Tournament in which the complainant participates, unless such decision involves the imposition of a suspension greater than one (1) year or a fine in excess of US\$5,000, in which case the appeal of such ITF Executive Director decision shall be made to the Board of Directors of the ITF. In either circumstance, the appellate body shall decide whether to review the appeal based solely on the ITF Executive Director's investigation or whether to hold a full hearing in which the accused player or Player Support Team Member will be given the opportunity to present his/her views directly to the appellate body, in which case the appellate body shall issue directions for the efficient conduct of the appeal.
- iv. Any decision of the Executive Director and/or the Committee pursuant to this Welfare Policy may be communicated to those Member National Associations and ITF Tournament organisers deemed necessary by the Executive Director and/or the Committee.

## APPENDIX K

# 2009 DAVIS CUP COMPETITION STATEMENT OF ACCOUNT

v	Round
aton	
GROSS RECEIPTS (in local currency)	
Income from admissions to the ground, courts and stands (Regulation 47)	
Less Government and/or Municipal Taxes (maximum 20%) (relevant documentation enclosed)	
	(A)
CONTRIBUTION TO THE FEDERATION	
10% of (A) (subject to Regulations (48(a) and 49(a))	
Currency used	
Rate of currency	. to US Dollars
Signed	

### **COMMITTEES**

### **Board of Directors**

Francesco Ricci Bitti (Chairman), Miguel Carrisoza (Paraguay), Jan Carlzon (SWE), Pierre Darmon (France), Ismail El Shafei (Egypt), Franklin Johnson (USA), Anil Khanna (India). Juan Margets (Executive Vice President), Geoff Pollard (AUS), Alan G Schwartz (USA), Charles Trippe (Great Britain), Christine Ungricht (Switzerland), Georg von Waldenfels (Germany), David Jude (Honorary Treasurer).

## **Davis Cup Committee:**

Juan Margets (ESP) - Chairman, Neale Fraser (AUS), Pierre Darmon (FRA), Enrique Morea (ARG), Alan G Schwartz (USA)

### **The Executive Director:**

Paul Smith ITF Ltd, Bank Lane Roehampton London SW15 5X2

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## DAVIS CUP RECORDS - WORLD GROUP

Year Champion	Runner-up
1900 United States	British Isles
1901 no Competitio	
1902 United States	British Isles
1903 British Isles	United States
1904 British Isles	Belgium
1905 British Isles	United States
1906 British Isles	United States
1907 Australasia	British Isles
1908 Australasia	United States
1909 Australasia	United States
1910 no Competitio	
1911 Australasia	United States
1912 British Isles	Australasia
1913 United States	British Isles
1914 Australasia	United States
1915-1918 no Com	
1919 Australasia	British Isles
1920 United States	Australasia
1921 United States	Japan
1922 United States	Australasia
1923 United States	Australasia
1924 United States	Australasia
1925 United States	France
1926 United States	France
1927 France	United States
1928 France	United States
1929 France	United States
1930 France	United States
1931 France	Great Britain
1932 France	United States
1933 Great Britain	
1934 Great Britain	
1935 Great Britain	
1936 Great Britain	
1937 United States	
1938 United States	
1939 Australia	United States
1940-1945 no Com	
1946 United States	
1947 United States	
1947 United States	
1949 United States	
1777 Office States	rusuana

Year Champion	Runner-up
1950 Australia	United States
1951 Australia	United States
1952 Australia	United States
1953 Australia	United States
1954 United States	
1955 Australia	United States
1956 Australia	United States
1957 Australia	United States
1958 United States	Australia
1959 Australia	United States
1960 Australia	Italy
1961 Australia	Italy
1962 Australia	Mexico
1963 United States	Australia
1964 Australia	<b>United States</b>
1965 Australia	Spain
1966 Australia	India
1967 Australia	Spain
1968 United States	Australia
1969 United States	Romania
1970 United States	West Germany
1971 United States	Romania
1972 United States	Romania
1973 Australia	<b>United States</b>
1974 South Africa	India
1975 Sweden	Czechoslovakia
1976 Italy	Chile
1977 Australia	Italy
1978 United States	Great Britain
1979 United States	Italy
1980 Czechoslovaki	a Italy
1981 United States	Argentina
1982 United States	France
1983 Australia	Sweden
1984 Sweden	United States
1985 Sweden	West Germany
1986 Australia	Sweden
1987 Sweden	India
1988 F.R. German	ny Sweden
1989 F.R. German	
1990 USA	Australia
1991 France	United States
1992 USA	Switzerland

## Year Champion Runner-up

1993 Germany Australia

1994 Sweden Russia

1995 USA Russia

1996 France Sweden

1997 Sweden United States

1998 Sweden Italy

1999 Australia France

2000 Spain Australia

2001 France Australia

2002 Russia France

2003 Australia Spain

2004 Spain USA

2005 Croatia Slovak Republic

2006 Russia Argentina

2007 USA Russia

2008 Spain Argentina

## **DAVIS CUP RECORDS - ZONAL COMPETITION**

Year	Zone	Winner of Zone	Runner-up
1981	European Zone A	Spain	Hungary
	European Zone B	USSR	Netherlands
	American Zone	Chile	Colombia
	Eastern Zone	India	Indonesia
1982	European Zone A	Ireland	Switzerland
	European Zone B	Denmark	Hungary
	American Zone	Paraguay	Canada
	Eastern Zone	Indonesia	Japan
1983	European Zone A	Federal Republic	Switzerland
	1	of Germany	
	European Zone B	Yugoslavia	Hungary
	American Zone	Ecuador	Brazil
	Eastern Zone	India	Japan
1984	European Zone A	USSR	Israel
	European Zone B	Spain	Hungary
	American Zone	Chile	Brazil
	Eastern Zone	Japan	Pakistan
1985	European Zone A	Denmark	Romania
	European Zone B	Great Britain	Israel
	American Zone	Mexico	Brazil
	Eastern Zone	New Zealand	Korea
1986	European Zone A	France	Austria
	European Zone B	Israel	Switzerland
	American Zone	Argentina	Chile
	Eastern Zone	Korea	Japan
1987	European Zone A	Switzerland	USSR
	European Zone B	Denmark	Austria
	American Zone	Brazil	Ecuador
	Eastern Zone	New Zealand	China
1988	Euro/African Zone A	Austria	Great Britain
	Euro/African Zone B	USSR	Netherlands
	American Zone	United States	Argentina
	Asia/Oceania Zone	Indonesia	Korea
		Winners	
1989	Euro/African Zone A	Hungary and Switzerla	
	Euro/African Zone B	Great Britain and Neth	erlands
	American Zone	Argentina and Peru	
	Asia/Oceania Zone	Korea and New Zealan	d

1990	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners USSR and Great Britain Belgium and Finland Canada and Uruguay China and Korea
1991	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners Netherlands and Great Britain Denmark and Switzerland Brazil and Cuba India and Philippines
1992	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners CIS and Denmark Israel and Austria Cuba and Uruguay Korea and India
1993	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners Belgium and Israel Croatia and Hungary Argentina and Bahamas Korea and New Zealand
1994	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners South Africa and Portugal Croatia and Switzerland Uruguay and Peru New Zealand and Indonesia
1995	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners Morocco and Hungary Zimbabwe and Norway Venezuela and Mexico New Zealand and India
1996	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners Morocco and Romania Croatia and Spain Argentina and Brazil New Zealand and Australia
1997	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Winners Belgium and Zimbabwe Slovak Republic and Austria Canada and Chile Korea and New Zealand

1998	Euro/African Zone A Euro/AfricanZone B American Zone Asia/Oceania Zone	Israel Argen	ers e and Romania l and Great Britain ntina and Equador and Uzbekistan
1999	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania Zone	Finlar Chile	ers ia and Romania nd and South Africa and Ecuador Zealand and Uzbekistan
2000	Euro/African Zone A Euro/African Zone B American Zone C Asia/Oceania Zone	Belan Chile Rnd.a	ers en and Romania us and Morocco not promoted to World Group Qual. and Ecuador and Uzbekistan
2001	Euro/African Zone A Euro/African Zone B American Zone Asia/Oceania	Belari Argen	ers Britain and Croatia us and Italy ntina and Chile kistan and India
2002	Euro/Africa Zone Group I Euro/Africa Zone Group I American Zone Group I Asia/Oceania Zone Group	I	Winners Finland and Zimbabwe Belgium and Romania Canada and Venezuela India and Thailand
2003	Euro/Africa Zone Group I Euro/Africa Zone Group I American Zone Group I Asia/Oceania Zone Group	I	Slovak Republic and Austria Belarus and Morocco Ecuador and Canada India and Thailand
2004	Europe/Africa Zone Group Europe/Africa Zone Group Americas Zone Group I Asia/Oceania Zone Group	Ι	Germany and Great Britain Belgium and Slovak Republic Paraguay and Chile Thailand and Japan
2005	Europe/Africa Zone Group Europe/Africa Zone Group Americas Zone Group I Asia/Oceania Zone Group	Ι	Belgium and Great Britain Germany and Italy Canada and Ecuador India and Pakistan

2006	Europe/Africa Zone Group I Europe/Africa Zone Group I Americas Zone Group I	Czech Republic and Italy Belgium and Serbia & Montenegro Brazil and Mexico
	Asia/Oceania Zone Group I	Korea, Rep and Thailand
2007	Europe/Africa Zone Group I Europe/Africa Zone Group I Americas Zone Group I Asia/Oceania Zone Group I	Slovak Republic and Israel Serbia and Great Britain Peru and Brazil Japan & Korea, Rep.
2008	Europe/Africa Zone Group I Europe/Africa Zone Group I Americas Zone Group I Asia/Oceania Zone Group I	Croatia and Netherlands Switzerland and Slovak Republic Chile and Brazil Australia and India

## **DAVIS CUP RECORDS - ZONAL COMPETITION**

Year 1988	Zone European Zone Group II African Zone Group II Asia/Oceania Zone Group II America Zone Group II	Winner Ireland Zimbabwe Hong Kong Uruguay	Runner-up Greece Egypt Pakistan Venezuela
1989	European Zone Group II	Belgium	Greece
	African Zone Group II	Ghana	Morocco
	Asia/Oceania Zone Group II	Pakistan	Thailand
	American Zone Group II	Chile	Bahamas
1990	European Zone Group II	Poland	Norway
	African Zone Group II	Morocco	Zimbabwe
	Asia/Oceania Zone Group II	Thailand	Hong Kong
	American Zone Group II	Cuba	Colombia
1991	European Zone Group II	Norway	Luxembourg
	African Zone Group II	Kenya	Côte d'Ivoire
	Asia/Oceania Zone Group II	Chinese Taipei	Hong Kong
	American Zone Group II	Chile	Colombia
1992	Euro/African Zone Group II Asia/Oceania Zone Group II American Zone Group II	Luxembourg Zimbabwe Hong Kong Bahamas	Greece Morocco Thailand Venezuela
1993	Euro/African Zone Group II	South Africa Romania	Senegal Morocco

	American Zone Group II Asia/Oceania Zone Group II	Peru China	Puerto Rico Thailand
1994	Euro/African Zone Group II	Morocco Slovenia	Latvia Ghana
	American Zone Group II Asia/Oceania Zone Group II	Venezuela Chinese Taipei	Canada Iran
1995	Euro/African Zone Group II	Finland Ukraine	Luxembourg Egypt
	American Zone Group II Asia/Oceania Zone Group II	Canada China	Ecuador Uzbekistan
1996	Euro/African Zone Group II	Great Britain Slovak Republic	Egypt Poland
	American Zone Group II	Ecuador Ecuador	Uruguay
	Asia/Oceania Zone Group II	Uzbekistan	Thailand
1997	Euro/African Zone Group II	Norway	Portugal
	American Zone Group II	Finland Colombia	Poland
	American Zone Group II Asia/Oceania Zone Group II	Lebanon	Uruguay Iran
1998	Euro/African Zone Group II	Belarus Portugal	Côte d'Ivoire Hungary
	American Zone Group II	Venezuela	Uruguay
	Asia/Oceania Zone Group II	Pakistan	Thailand
1999	Euro/African Zone Group II	Hungary	Denmark
	American Zone Group II	Morocco Peru	Poland Mexico
	Asia/Oceania Zone Group II	Thailand	Philippines
2000	Euro/African Zone Group II	Croatia Slovenia	Côte d'Ivoire Greece
	American Zone Group II	Mexico	Venezuela
	Asia/Oceania Zone Group II	Indonesia	Chinese Taipei
2001	Euro/African Zone Group II	Greece	Denmark
	American Zone Group II	Israel Venezuela	Luxembourg Uruguay
	Asia/Ocean Zone Group II	Lebanon	Chinese Taipei
2002	Euro/African Zone Group II	Norway	Côte d'Ivoire
	= -	Luxembourg	Slovenia
	American Zone Group II	Peru	Uruguay

	Asia/Oceania Zone Group II	Pakistan	China
2003	Euro/African Zone Group II  American Zone Group II  Asia/Oceania Zone Group II	South Africa Greece Paraguay Chinese Taipei	Denmark Yugoslavia Dominican Republic China Hong Kong
2004	Europe/African Zone Group II Americas Zone Group II Asia/Oceania Zone Group II	Italy Serbia & Monter Mexico China	Poland negro Hungary Dominican Republic Korea
2005	Europe/Africa Zone Group II  Americas Zone Group II  Asia/Oceania Zone Group II	Ukraine Portugal Brazil Korea, Rep	Bulgaria Slovenia Uruguay New Zealand
2006	Europe/Africa Zone Group II  Americas Zone Group II  Asia/Oceania Zone Group II	FYR Macedonia Georgia Colombia Kazakhstan	Finland Hungary Dominican Republic Indonesia
2007	Europe/Africa Zone Group II  Americas Zone Group II  Asia/Oceania Zone Group II	Poland Latvia Uruguay Philippines	Morocco Monaco Paraguay Kuwait
2008	Europe/Africa Zone Group II  Americas Zone Group II  Asia/Oceania Zone Group II	South Africa Ukraine Ecuador China	Monaco Portugal Paraguay New Zealand

## DAVIS CUP RECORDS – 2008 ZONAL COMPETITION Group III & IV

### **Europe/Africa Zone Group III (A)**

Plovdiv, Bulgaria - 8-12 April 2008

1 <sup>st</sup>	Bulgaria
$2^{\text{nd}}$	Montenegro
3 <sup>rd</sup>	Turkey
4 <sup>th</sup>	Madagascar
5 <sup>th</sup>	Cote d'Ivoire
6 <sup>th</sup>	Zimbabwe

Promoted to Group II in 2009 Relegated to Group IV in 2009 **Bulgaria and Montenegro Cote d'Ivoire and Zimbabwe** 

## **Europe/Africa Zone Group III (B)**

Yerevan, Armenia – 7-11 May 2008

1 <sup>st</sup>	Moldova
$2^{\text{nd}}$	Lithuania
3 <sup>rd</sup>	Norway
4 <sup>th</sup>	Bosnia/Herzegovina
5 <sup>th</sup>	Estonia
6 <sup>th</sup>	Andorra
7 <sup>th</sup>	Armenia
8 <sup>th</sup>	Ghana

Promoted to Group II in 2009 Relegated to Group IV in 2009 Moldova and Lithuania Armenia and Ghana

## **Europe/Africa Zone Group IV**

Yerevan, Armenia – 30 April – 2 May 2008

1 <sup>st</sup>	Iceland
2 <sup>nd</sup>	Namibia
$3^{rd}$	San Marino
4 <sup>th</sup>	Rwanda

Promoted to Group III in 2009 Iceland, Namibia, San Marino, Rwanda

## **Americas Zone Group III**

Tegucigalpa, Honduras – 16-20 July 2008

1 <sup>st</sup>	Guatemala
$2^{\text{nd}}$	Jamaica
$3^{rd}$	Barbados
$4^{th}$	Puerto Rico
5 <sup>th</sup>	Honduras
$6^{th}$	Panama
$7^{\mathrm{th}}$	Aruba

Promoted to Group II in 2009 Guatemala and Jamaica Relegated to Group IV in 2009 Panama and Aruba

## **Americas Zone Group IV**

Tegucigalpa, Honduras – 16-20 July 2008

1 <sup>st</sup>	Costa Rica
$2^{\text{nd}}$	Haiti
3 <sup>rd</sup>	Bermuda
4 <sup>th</sup>	U.S. Virgin Islands

Promoted to Group III in 2009 Costa Rica and Haiti

## Asia/Oceania Zone Group III

Tehran, Iran – 9-13 April 2008

1 <sup>st</sup>	Pakistan
2 <sup>nd</sup>	Malaysia
3 <sup>rd</sup>	Syria
4 <sup>th</sup>	Iran
5 <sup>th</sup>	Sri Lanka
6 <sup>th</sup>	Tajikistan
7 <sup>th</sup>	Vietnam
8 <sup>th</sup>	United Arab Emirates

Promoted to Group II in 2009 Pakistan and Malaysia
Relegated to Group IV in 2009 Vietnam and United Arab Emirates

## Asia/Oceania Zone Group IV

Negara, Brunei – 9-13 April 2008

## Pool A

1 <sup>st</sup>	Singapore
2 <sup>nd</sup>	Myanmar
3 <sup>rd</sup>	Bahrain
4 <sup>th</sup>	Iraq
5 <sup>th</sup>	Brunei

## Pool B

1 <sup>st</sup>	Saudi Arabia
$2^{\text{nd}}$	Bangladesh
$3^{rd}$	Jordan
4 <sup>th</sup>	Turkmenistan
5 <sup>th</sup>	Mongolia
6 <sup>th</sup>	Qatar

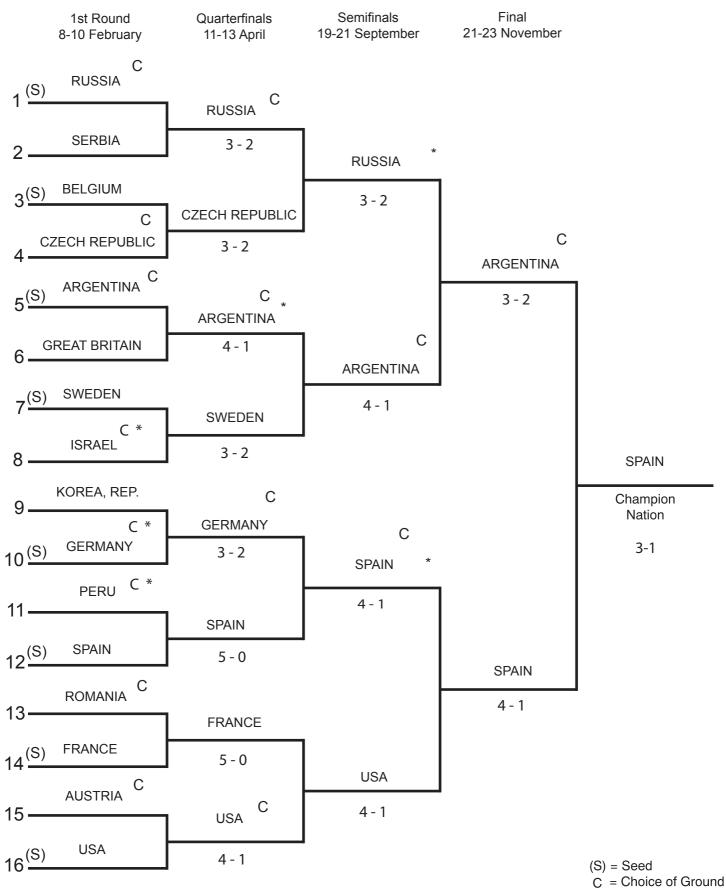
Promoted to Group III in 2009 Singapore and Saudi Arabia







## **WORLD GROUP 2008**

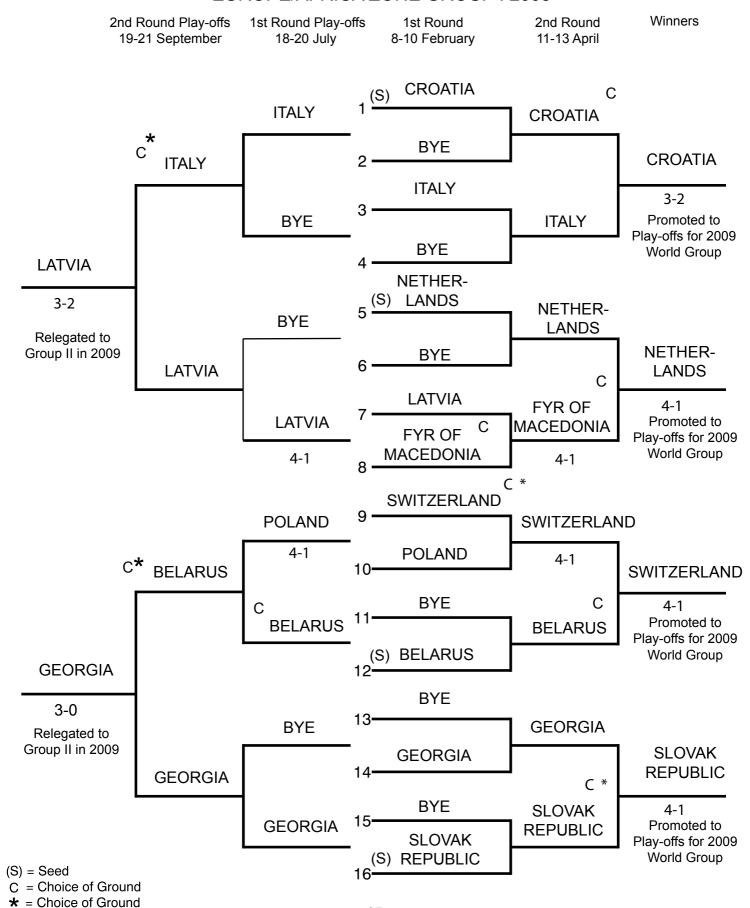








### **EUROPE/AFRICA ZONE GROUP I 2008**



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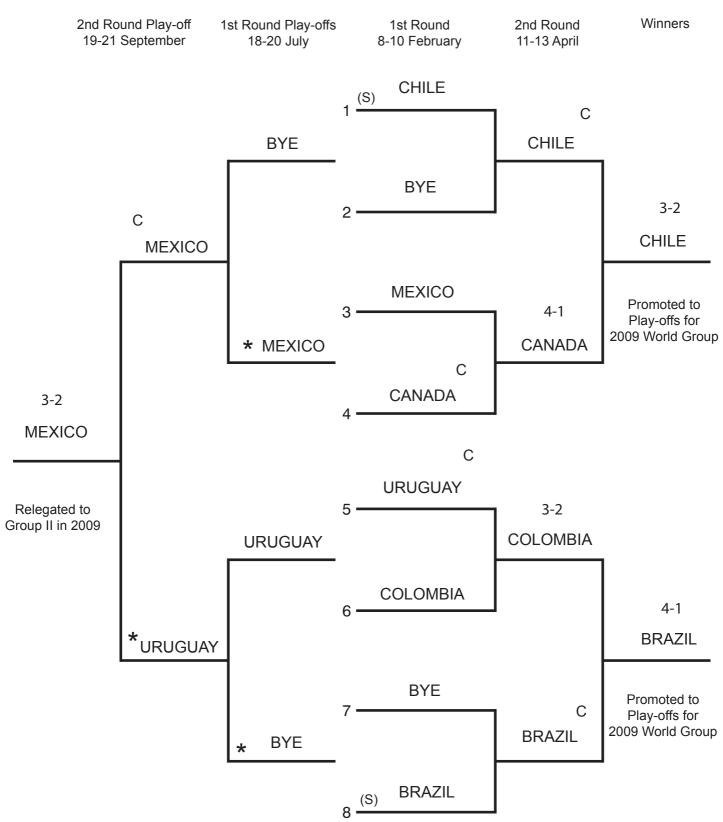
if decided by lot







### **AMERICAS ZONE GROUP I 2008**



(S) = Seed

C = Choice of Ground

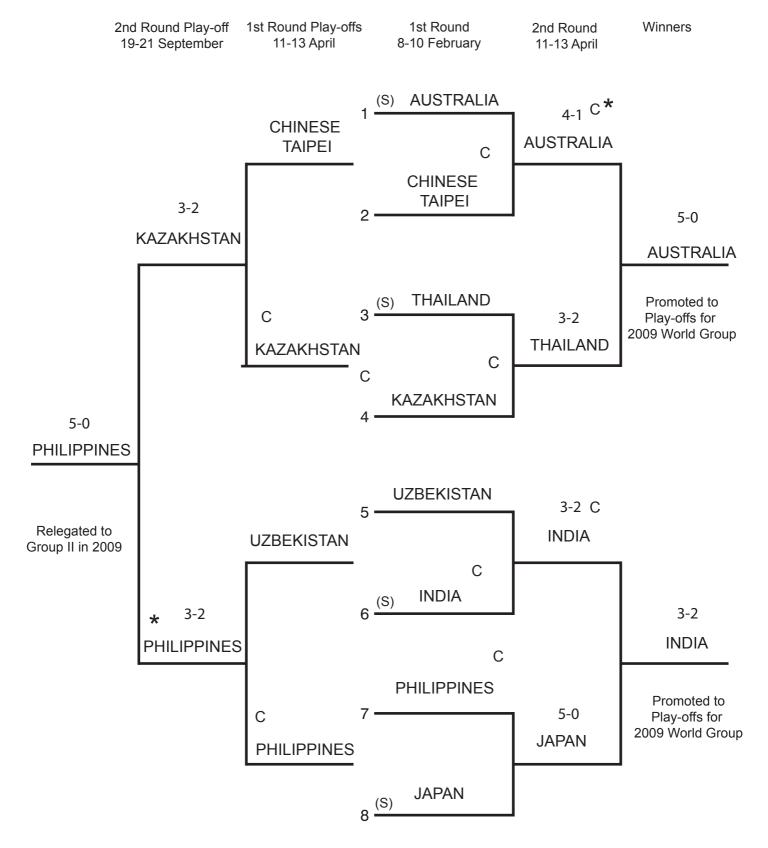
★ = Choice of Ground if decided by lot







### ASIA/OCEANIA ZONE GROUP I 2008



(S) = Seed

C = Choice of Ground

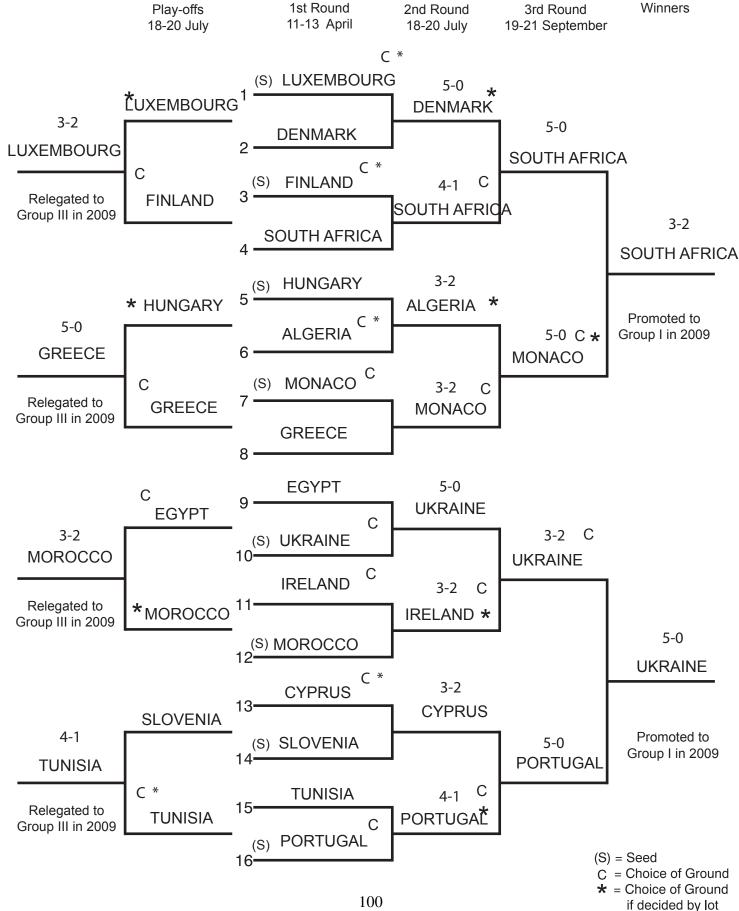
★ = Choice of Ground if decided by lot







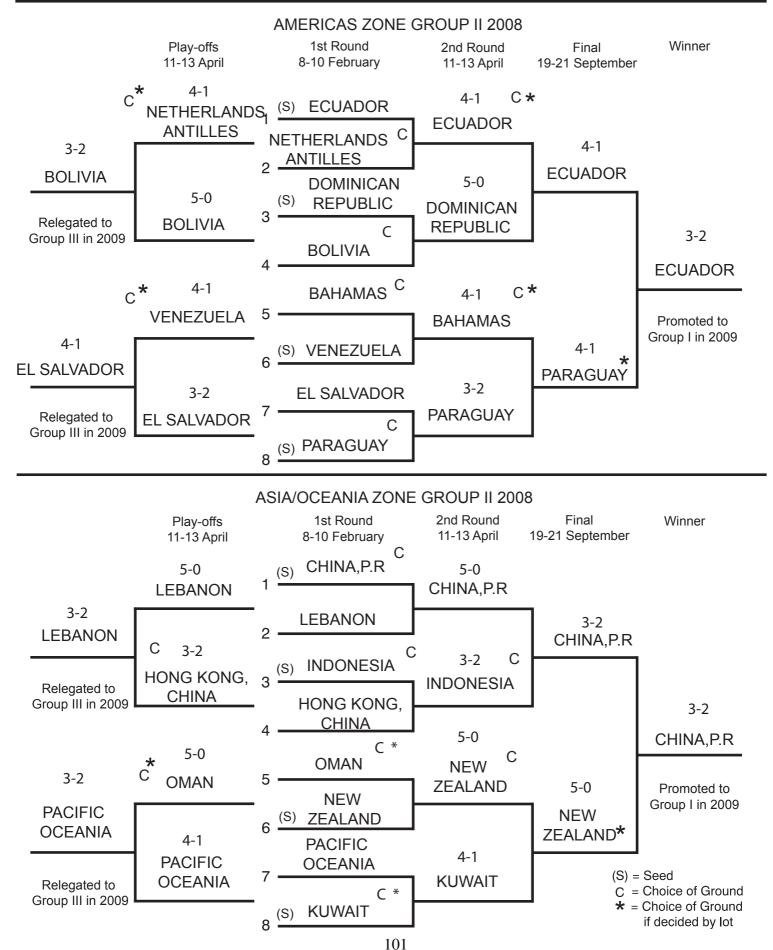
### **EUROPE/AFRICA ZONE GROUP II 2008**

















if decided by lot

#### WORLD GROUP 2009



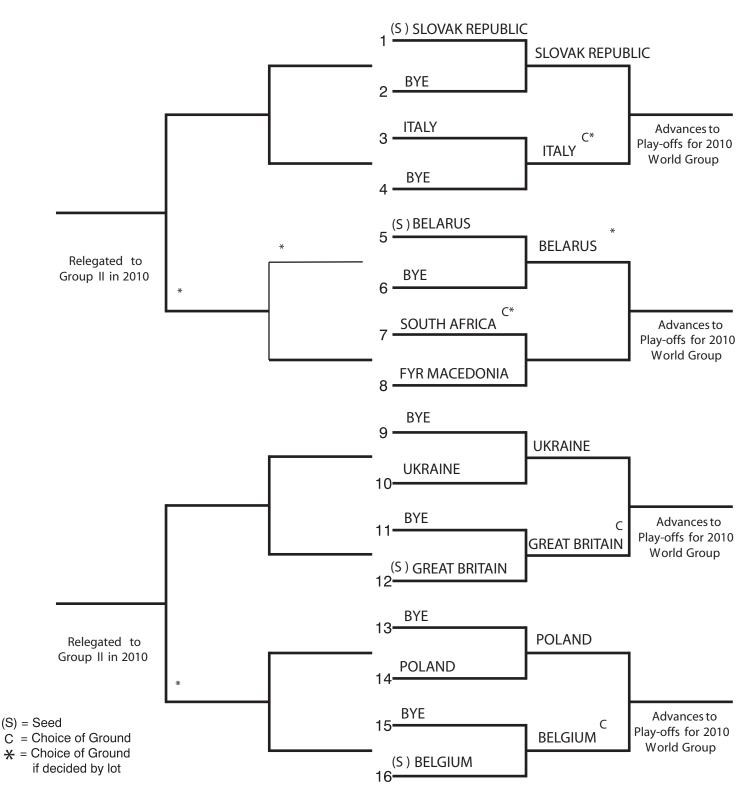






### EUROPE/AFRICA ZONE GROUP I 2009

2nd Round Play-offs 18-20 September 1st Round Play-of fs 10-12 July 1st Round 6-8 March 2nd Round 8-10 May (#) Winners



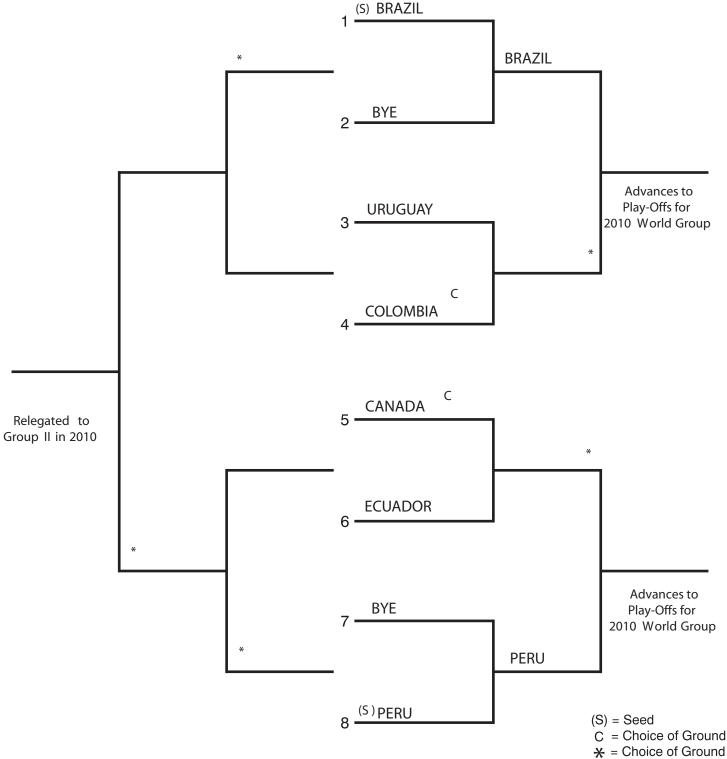






# AMERICAS ZONE GROUP I 2009

2nd Round Play-off 18-20 September 1st Round Play-offs 10-12 July 1st Round 6-8 March 2nd Round 8-10 May Winners



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for 2010 World Group

# ASIA/OCEANIA ZONE GROUP I 2009

3rd Round 1st Round 1st Round Winners 2nd Round 3rd Round 2nd Round Play-offs Play-offs Play-offs 8-10 May 6-8 March 6-8 February 18-20 Sept 8-10 May 10-12 July (S) AUSTRALIA **AUSTRALIA** BYE **THAILAND THAILAND BYE** 5 (S) INDIA Advances to Play-Offs for 2010 World Group **INDIA** BYE **KAZAKHSTAN CHINESE TAIPEI BYE** Relegated to CHINA,P.R Group II in 2010 CHINA,P.R BYE JAPAN (S) JAPAN BYE Advances to Play-Offs

**UZBEKISTAN** 

KOREA REP.

(S) = Seed C = Choice of Ground

★ = Choice of Ground if decided by lot (S) KOREA REPUBLIC

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**UZBEKISTAN** 

BYE







### EUROPE/AFRICA ZONE GROUP II 2009

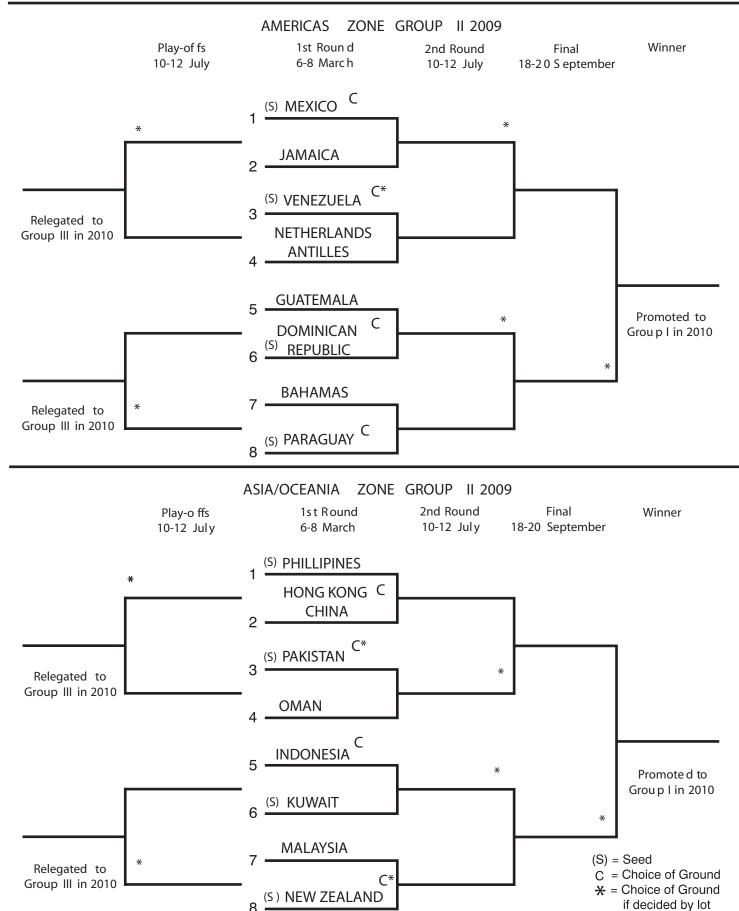
1st Round Winners Play-of fs 2nd Round 3rd Round 10-12 July 6-8 March 10-12 July 18-20 September (S) GEORGIA LITHUANIA C\* (S) SLOVENIA C Relegated to Group III in 2010 **EGYPT** 5 (S) LATVIA Promoted to MOLDOVA C\* Group I in 2010 (S) HUNGARY C Relegated to Group III in 2010 **BULGARIA** DENMARK C (S) FINLAND 10-**MONTENEGRO** Relegated to Group III in 2010 (S) MONACO C\* **IRELAND** (S) ALGERIA C\* Promoted to Group I in 2010 CYPRUS C Relegated to Group III in 2010 (S) = SeedC = Choice of Ground (S) PORTUGAL ★ = Choice of Ground 16if decided by lot

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# 2009 DAVIS CUP BY BNP PARIBAS ZONE GROUPS III AND IV

AMERICAS GROUP III	AMERICAS GROUP IV	ASIA/OCEANIA GROUP III	ASIA/OCEANIA GROUP IV	EUROPE/AFRICA GROUP III (A)	EUROPE/AFRICA GROUP III (B)	EUROPE/AFRICA GROUP IV
Host: El Salvador	Host: El Salvador	HOST: tbc	HOST: tbc	HOST: Turkey	HOST: Tunisia	HOST: tbc
Surface: Red Clay	Surface: Red Clay	Surface: tbc	Surface: tbc	Surface: Hard	Surface: Red Clay	Surface: tbc
DATE: w/c 20 April	DATE: w/c 20 April	DATE: tbc	DATE: tbc	DATE: w/c 27 April	DATE: w/c 30 March	DATE: tbc
NATIONS:8	NATIONS: 4	NATIONS: 7	NATIONS: 11	NATIONS: 7	NATIONS: 7	NATIONS: 6
Barbados Bolivia Costa Rica Cuba El Salvador Haiti Honduras Puerto Rico	Bermuda Panama Trinidad & Tobago US Virgin Islands	Iran Lebanon Pacific Oceania Saudi Arabia Singapore Sri Lanka Syria	Bahrain Bangladesh Brunei Iraq Jordan Mongolia Myanmar Turkmenistan UEA Vietnam	Estonia Greece Iceland Luxembourg Madagascar Rwanda Turkey	Andorra Bosnia/Herzegovina Morocco Namibia Norway San Marino Tunisia	Armenia Cote d'Ivoire Ghana Gabon Uganda Zimbabwe
Format: Round-robin basis. The two highest placed nations are promoted to Group II in 2009 The two last nations are relegated to Group IV in 2009	Format: Round-robin basis. The two highest placed nations are promoted to Group III in 2009	Format: Round-robin basis. The two highest placed nations are promoted to Group II in 2009 The two last nations are relegated to Group IV in 2009	Format: Round-robin basis. The two highest placed nations are promoted to Group III in 2009	Format: Round-robin basis. The two highest placed nations are promoted to Group II in 2009 The two last nations are relegated to Group IV in 2009	Format: Round-robin basis. The two highest placed nations are promoted to Group II in 2009 The two last nations are relegated to Group IV in 2009	Format: Round-robin basis in each Group The two highest placed Nations from each Group are promoted to Group III in 2009

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## Updates can be found on <a href="http://www.itftennis.com/about the itf/nationalassociations/">http://www.itftennis.com/about the itf/nationalassociations/</a>

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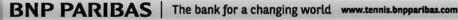
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