

## **ANNEX 1 TO FIBA'S PRO CIRCUIT HANDBOOK (MEN)**

### **As per Article 11 of the 2019 Player Entry Form**

According to Article 11 of the 2019 Player Entry Form, a player of a Validated Team benefiting from a Privileged Invitation (hereinafter the "Player") shall not play thereafter, until the end of the same Season, in any 3-on-3 basketball competition other than FIBA 3x3 Official Competitions and those FIBA-endorsed 3x3 events marked in play.fiba3x3.com as qualifying to a Pro Event, unless FIBA approves the Player's participation in such other competition (hereinafter the "Other Competition").

This Annex 1 sets out the criteria and the procedure for FIBA's approval of a Player's request to participate in an Other Competition (see below section I). In addition, this Annex 1 specifies the criteria to be applied by FIBA when determining the indemnity that applies if a Player participates in an Other Competition without FIBA's approval (see below section II).

#### **I. Approval of participation in Other Competitions**

Whenever a Player applies for FIBA's approval to participation in an Other Competition, such request will be assessed based on the criteria set out in section B below, and will be subject to the procedure set out in section C below. The approval criteria (section B) are based upon the objectives and considerations listed in section A.

##### **A. Objectives**

1. The approval is necessary to achieve the following objectives of FIBA: the protection of the ethical values of basketball, integrity, health, safety, the need to safeguard equal chances for players and clubs, as well as the good functioning of basketball competitions.
2. These objectives are achieved, in particular, by the following means:
  - a) guaranteeing uniform rules for basketball to ensure that Other Competitions are regulated in a fair manner that accords with sporting principles;
  - b) enforcement of the ethical values of basketball and the FIBA Code of Ethics and the FIBA Code of Conduct and Fair Play, as well as the FIBA Internal Regulations governing Betting and Corruption

(Book 1, Appendix 1), which, in particular: (i) protect basketball from sports-betting activities and other conduct giving rise to a risk of manipulation of international basketball competitions; (ii) prevent sexual exploitation of basketball players; (iii) protect honesty of participants in basketball competitions; (iv) prohibit corrupt activities with respect to basketball competitions; and (v) prevent conflicts of interest;

- c) enforcement of the FIBA Anti-Doping Regulations and specific rules or standards that protect the health and safety of the players as well as the integrity of the sporting competition;
- d) compliance with the FIBA calendar to prevent or limit clashes between competitions so that in particular, players, referees, commissioners, and other basketball participants, as well as spectators, can participate in as many basketball events as possible.

In consideration of the above objectives, FIBA shall take into account the criteria below when deciding about the requested approval of an Other Competition.

## **B. Approval Criteria**

### **1. General Criteria**

- a) The organiser of the Other Competition (hereinafter the “Organiser”) shall have the relevant and sufficient professional risk liability and civil liability insurance coverage.
- b) The Other Competition, its teams and officials shall conform to the following rules and decisions, as well as to their enforcement by FIBA (or its Zone, as applicable):
  - i. FIBA Internal Regulations governing betting and corruption as well as any decisions issued on the basis of such rules;
  - ii. FIBA’s rules and regulations governing the release of players for participating in FIBA national team competitions as per the FIBA calendar;
  - iii. Rules, if any, of the respective national member federations for agents, and also with the FIBA Internal Regulations

governing agents, as well as any decisions issued on the basis of such rules.

- iv. Any decisions issued in relation to the honouring of awards of the Basketball Arbitral Tribunal (BAT).

## **2. Technical, Sporting & Health Criteria**

- a) The rules related to the game venue, equipment and medical staff shall conform to the relevant FIBA rules or standards governing health and safety.
- b) The Other Competition shall not take place at a date which collides (including travel times) with a Pro Event to which the Player's Validated Team has qualified and/or registered.
- c) The Other Competition shall provide an adequate level of refereeing.
- d) The participation of the Player in the Other Competition shall not result in excessive play, i.e. allow for sufficient recovery and rest time for the Player.
- e) The Other Competition shall comply with the FIBA Anti-Doping Regulations as well as any decisions issued on the basis of such rules. In particular, the Other Competition shall, in accordance with the FIBA Anti-Doping Regulations, enforce a reasonable anti-doping testing regime and provide anti-doping equipment, facilities for collection of samples, personnel to conduct the testing, transportation of samples and analyses of the samples at an accredited WADA laboratory, and at the Other Competition's own expenses.

## **3. Ethical Criteria**

- a) The Other Competition shall comply with the regulations of the FIBA Code of Ethics provided in Chapter 3 of Book 1 of the FIBA Internal Regulations, and shall agree to the ethical principles as set out in the Declaration on Ethics contained in Schedule 3 to this Annex 1.
- b) In determining compliance with letter (a) above, FIBA will also consider whether the Other Competition/Organiser has been involved in (i) ambush marketing involving, for instance, the

misuse/infringement of FIBA's IP; (ii) previous violations of any contract and/or any terms and condition with FIBA in prior 12 months without remedying the breach; (iii) misleading the fan community; and (iv) more generally, activities that bring discredit to FIBA, the FIBA Zones, its national member federation(s), or the sport of basketball in general.

It is recommended that a Player consults with FIBA if they have any doubts whether a particular activity of the Other Competition/Organiser conforms to the Ethical Criteria set out above.

## **C. Approval Procedure**

### **1. Application Procedure**

- a) Applications to participate in Other Competitions (hereinafter "Applications") must be made pursuant to this Annex 1 and will be dealt with based on its provisions. For the avoidance of doubt, any Application submitted by a Player pursuant to this Annex 1 will be treated in a transparent and non-discriminatory manner.
- b) The Player shall submit the Application at least three (3) weeks prior to the intended starting date of the Other Competition. The Application shall be submitted to FIBA either by letter (Route Suisse 5, 1295 Mies, Switzerland) or by email ([3x3@fiba.com](mailto:3x3@fiba.com)). The Application shall include the following documents:
  - i. Schedule 1 to this Annex 1 (the "Player Declaration"), filled in and signed by the Player;
  - ii. Schedule 2 to this Annex 1 (the "Organiser Declaration"), filled in and signed by the Organiser;
  - iii. Schedule 3 to this Annex 1 (the "Declaration on Ethics"), filled in and signed by the Organiser; and
  - iv. A copy of the Organiser's insurance policy(ies) providing for professional risk liability and civil liability insurance coverage for the Other Competition.
- c) FIBA reserves the right to request further information relating to the Approval Criteria that is proportionate to the objective to be achieved. In particular, FIBA reserves the right to request

information concerning the directors, shareholders or de facto owners of a third party or sponsor of the Other Competition/Organiser in order to ensure that there is no conflict of interest or integrity risk (e.g., a person involved in the organisation of the event is flagged up by the IOC Integrity Betting Intelligence System (IBIS) or the information is not in the public domain).

- d) FIBA shall verify the completeness of the information and documentation contained in the Application. In case of incompleteness, FIBA shall grant the Player the right to supplement its information and documentation. Re-submission or failure to complete the Application within the requested timeframe (or revised time frame agreed with the Player) shall result in the rejection of the Application for being incomplete.
- e) FIBA shall give the Player the opportunity to address within one (1) week any concern FIBA may have in relation to the Player's participation in the Other Competition. Within this deadline, the Player may provide additional information to address the concern.
- f) FIBA shall decide on the request not later than two (2) weeks upon receipt of the complete Application. In the event of no response within this timeframe, the participation of the Player in the Other Competition shall be deemed approved.
- g) FIBA shall accept or reject the Application in a transparent, fair and non-discriminatory manner having regard to its objectives pursued by the approval criteria set out in Section I.1. of this Annex 1.
- h) FIBA's decision shall be communicated to the Player in writing (including email). In the event that the Application is rejected, FIBA shall provide the Player with the reasons for the decision.

## **2. Appeal Procedure**

- a) Any appeal of a FIBA decision relating to the participation in an Other Competition shall be brought before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland. The rules for the appeal arbitration procedure of the Code of Sports-related Arbitration shall apply. The decision of CAS shall be final and binding to the exclusion of jurisdiction of any civil court. This is without prejudice to the right of appeal before the Swiss Federal Tribunal in accordance with Swiss law and the right to challenge the

enforcement or recognition of an award on grounds of public policy in accordance with any applicable national procedural laws.

- b) If the appeal of a FIBA decision relating to the approval of the participation of the Player in the Other Competition is based on EU or EEA competition rules grounds, it may be brought in the procedure above or before a competent court of an EEA Member State chosen by the Other Competition or player affected by such decision.

### **3. Conditions Following the Approval**

- a) FIBA reserves the right to conduct an inspection at any time pertaining to the approved Other Competition.
- b) If FIBA determines, after providing the Player with a detailed notice of its concerns and giving him the opportunity to comment thereon, that based on facts not known to FIBA before the approval was given, the Other Competition should not have been granted such approval under the Approval Criteria, FIBA may revoke its approval with immediate effect. The Player may appeal against such approval pursuant to section 2 above.

## **II. Indemnity in case of non-approved participation in Other Competitions**

According to Article 11 of the 2019 Player Entry Form, if a Player participates without FIBA's approval in an Other Competition, the Player will pay an Indemnity of up to CHF 10,000 for each Pro Event in which the Player participated during the Season based on a Privileged Invitation. The Indemnity will be set as the sum of the following concepts individualised for each Pro Event in which the Player participated during the Season based on a Privileged Invitation, up to a maximum of CHF 10,000 per such Pro Event:

- a) any travel allowance or accommodation expenses paid by FIBA as part of the Privileged Invitation;
- b) costs incurred by FIBA for having special apparel manufactured for teams that use the Privileged Invitation;
- c) The cost of FIBA's marketing and promotional efforts for the Player concerned (incurred as a result of his Privileged Invitation); and,

- d) any prize money paid to the Player in relation to events to which he received a Privileged Invitation.



## SCHEDULE 1

### THE PLAYER DECLARATION

*[This Schedule 1 must be filled out and signed by the Player and submitted together with the Application for FIBA's approval of the Player's participation in the Other Competition as described in the Annex 1 to Article 11 of the 2019 Player Entry Form. The information provided must be accurate and complete, failing which FIBA reserves all rights as against the Player.]*

Please fill in the required information below:

- Name of the Other Competition:
- Name and contact details of the Organiser of the Other Competition:
  
- Names and dates of all 3-on-3 competitions in which you will participate or to which you are registered (limited to competitions concluding up to two (2) weeks before the Other Competitions starts, or starting up to two (2) weeks after the Other Competitions concludes):
  
- Your travel itinerary for said competitions (i.e. when and how you travel to the respective competition):

I confirm that the information provided above is complete and accurate, to the best of my knowledge.

\_\_\_\_\_  
[PLACE, DATE]

\_\_\_\_\_  
[SIGNATURE PLAYER]

## SCHEDULE 2

### THE ORGANISER DECLARATION

*[This Schedule 2 must be filled out and signed by the Organiser of the Other Competition (or its representative, as applicable) and submitted by the Player together with his Application for FIBA's approval of the Player's participation in the Other Competition as described in the Annex 1 to Article 11 of the 2019 Player Entry Form. The information provided must be accurate and complete, failing which FIBA reserves all rights as against the Organiser and/or the Player.]*

#### 1. General Information

Please fill in the required information below:

- Name of the Other Competition:
- Name and contact details of the Organiser of the Other Competition:
- If the Other Competition is organised by an Organiser which is a legal entity:
  - Registered address (if different from contact address):
  - Registration number(s):
  - Tax number(s):
  - Name and function of the Organiser's representative:
  - Organiser's representative's phone number:
  - Organiser's representative's email address:
- Website of the Organiser/Other Competition, if any:
- Link to the website of the Other Competition in [play.fiba3x3.com](http://play.fiba3x3.com), if uploaded:

- Venue(s), facilities and equipment to be used, indicating also if they are FIBA-approved or otherwise:
- Names of the appointed referees and their FIBA license number:
- Description of the qualification mechanism of participating teams:
- Description of the competition format:
- Dates of the single matches to be played

## 2. Compliance with FIBA regulations and decisions

- Do the Other Competition, its teams and officials comply with the following FIBA regulations and decisions, as well as to their enforcement by FIBA (or its Zone, as applicable) [*please circle the applicable answer*]:
  - The FIBA Internal Regulations governing betting and corruption as well as any decisions issued on the basis of such rules: Yes/No
  - FIBA's rules and regulations governing the release of players for participating in FIBA national team competitions as per the FIBA calendar: Yes/No
  - The rules, if any, of the respective national member federations for agents, and also with the FIBA Internal Regulations governing agents, as well as any decisions issued on the basis of such rules: Yes/No
  - Any decisions issued in relation to the honouring of awards of the Basketball Arbitral Tribunal (BAT): Yes/No
  - The relevant FIBA rules or standards governing health and safety (in particular concerning the game venue, equipment and medical staff): Yes/No

- The FIBA Anti-Doping Regulations as well as any decisions issued on the basis of such rules: Yes/No
- Do the FIBA 3x3 Basketball Rules apply in the Other Competition: Yes/No (if no: please attach the applicable rules of the game to this Schedule 2)

I confirm that the information provided above is complete and accurate, to the best of my knowledge.

\_\_\_\_\_  
[PLACE, DATE]

\_\_\_\_\_  
[SIGNATURE ORGANISER/REPRESENTATIVE]

\_\_\_\_\_  
[NAME OF SIGNATORY IN BLOCK LETTERS]

### SCHEDULE 3

## DECLARATION ON ETHICS

\_\_\_\_\_ [please fill in the name of the Organiser] and its executives (the “Organisers”) declare to FIBA that they shall adhere to the FIBA Code of Ethics and the FIBA Code of Conduct and Fair Play and to the following ethical principles in order to protect the integrity of the Competition (s) recognised by FIBA Europe:

- (i) The Organisers are required to adhere to the highest standards of fair play, honesty, respect, truth, fairness, ethical behaviour and sporting attitude. The Organisers shall refrain from any attempt to influence the course and/or results of any basketball game in a manner contrary to sporting ethics.
- (ii) The Organisers commit to guarantee players’ safety, well-being, and medical care appropriate for basketball.
- (iii) The Organisers agree to treat all clubs, athletes, officials, volunteers and employees, including the young and vulnerable, in a respectful and non-discriminatory manner. The Organisers commit to ensure that discrimination, harassment, vilification, and/or abuse are not tolerated at any level and that there are appropriate policies and processes in place to deal with such behaviour.
- (iv) The Organisers will apply best practices to protect young athletes from sexual exploitation (notably with respect to employees, service providers, and officials acting under their direction). The Organisers will not exploit young athletes and will ensure that any minor athlete (under 18) is represented by a competent person.
- (v) The Organisers commit to disclose any interest that could reasonably be considered to involve a conflict of interest and to refrain from any activity directly or indirectly giving rise to a conflict of interest.
- (vi) The Organisers will ensure scrupulous avoidance of deception, unethical practice, or any other behaviour that is, or might be construed as, dishonourable or detrimental to the sport of basketball. The Organisers will not do anything that in any way denigrates the sport of basketball or harms its public image at any level.
- (vii) The Organisers will refrain from activities which might affect the outcome of basketball games such as:

- a. Acceptance of gifts/payments, commissions, or other considerations by players (other than as a legitimate part of playing contract);
  - b. Acceptance of gifts/payments, commissions, or other considerations by officials (other than as a legitimate part of their contract of engagement);
  - c. Offering gifts/payments, commissions, or other considerations to players and officials other than as part of their legitimate contractual payments;
  - d. Betting or otherwise speculating either alone or through others;
  - e. Doping or the encouragement of doping;
  - f. Engaging in criminal or other improper activities;
  - g. Engaging in other unethical conduct of any kind which has the potential to affect the outcome of game/s.
- (viii) The Organisers confirm that they do not hold a conviction by final judgment for one of the following reasons: participation in an organized criminal organization; corruption; fraud; offences linked to terrorist activities; offences linked to illegal drugs; and money laundering.
- (ix) The Organisers confirm that they will not engage in advertising of tobacco products or hard liquor (above 20% alcohol by volume ABV) at the venues of the Competition or on its website or its social media platforms.
- (x) The Organisers confirm that they are not a sports betting operator and that they shall refrain from any sports betting activity at the venues of the Competition or on its website or social media platforms. The Organisers will enter into contracts or other arrangements with organisations whose business is related to speculation on the outcomes or otherwise of sporting events only to the extent that such activity is not in breach of this Declaration of Ethics.
- (xi) The Organisers commit to disclosing to FIBA ([www.fiba.basketball/integrity](http://www.fiba.basketball/integrity)) or to the International Olympic Committee on the IOC Integrity and Compliance Hotline ([www.olympic.org/integrityhotline](http://www.olympic.org/integrityhotline)) at the first available opportunity, full details of any knowledge or approaches as to any kind of betting,

manipulation, corruption and/or misuse of inside information. The Organisers shall also report improper or irregular conduct or proposals concerning officials at any event according to the FIBA Internal Regulations governing Betting and Corruption.

\_\_\_\_\_  
[PLACE, DATE]

\_\_\_\_\_  
[SIGNATURE ORGANISER/REPRESENTATIVE]

\_\_\_\_\_  
[NAME OF SIGNATORY IN BLOCK LETTERS]

1 For the purpose of this Declaration, "betting" relates to sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money. Except where specifically stated, this Declaration does not apply to other gambling activities (poker and casino services) or games of chance (such as lottery services, bingo services, scratch cards or sales promotion services consisting of promotional games).