

International Tennis Integrity Agency

v

Mr. Anis Ghorbel

DECISION

Before Anti-Corruption Hearing Officer:

Ms. Amani Khalifa

Representing the International Tennis Integrity Agency:

Mills & Reeve LLP
and Ms. Julia Lowis

Anis Ghorbel:

Self-represented



Freshfields Bruckhaus Deringer

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I. INTRODUCTION

1. Pursuant to Section F.4. of the Tennis Anti-Corruption Program (*TACP*) 2023, the International Tennis Integrity Agency (the *ITIA*) issued a Notice of Major Offence (the *Notice*) to Mr. Anis Ghorbel (*AG* or the *Covered Person*) on 12 July 2023. The Notice informed the Covered Person that he was being charged with various breaches of the TACP 2016 and 2017. The Notice also informed the Covered Person of his right to determination of the matter at a Hearing before the Anti-Corruption Hearing Officer (*AHO*).
2. Ms. Amani Khalifa holds the appointment as an AHO in accordance with section F.1 of the TACP 2023. She was appointed without objection by either party as an independent and impartial adjudicator.

II. THE PARTIES

3. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP¹ Tour, Inc., the Grand Slam Board, the ITF and the Women's Tennis Association (WTA) Tour, Inc., to administer the TACP. Professional tennis is structured such that top-level men's tournaments are organized by the ATP, whereas lower-level men's tournaments, such as ITF [REDACTED] tournaments which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments.
4. AG is a Tunisian professional tennis player. All players who wish to play in professional tennis tournaments must register for an ITF International Player Identification Number (*IPIN*). AG received the IPIN unique number GHO1135570.² When registering for an IPIN, a player must agree to the Player Welfare Statement (*PWS*) thereby agreeing to comply with and be bound by the rules of tennis including the TACP. AG endorsed the PWS for

¹ All capitalised words or acronyms not otherwise defined in this Decision take their defined meaning from the TACP.

² ITIA/02.

eight years: in 2011 and 2012 and then from 2014 to 2019. AG first registered with the Tennis Integrity Protection Programme (*TIPP*)³ on 4 September 2014. He completed the TIPP on several occasions, most recently on 25 July 2021.⁴

5. Section B.6 of the TACP 2016 and 2017 defines “Covered Person” as any Player, Related Person, or Tournament Support Personnel. AG last played at an Event (as defined under the TACP) on 10 December 2022 and is therefore a Covered Person under the TACP.

III. THE FACTUAL BACKGROUND

A. THE BELGIAN INVESTIGATION

6. Between 2014 and 2018, Belgian law enforcement carried out an investigation related to an organised criminal network that the authorities believed to be fixing professional tennis matches globally (the *Belgian Investigation*). In June 2018, a Belgian court issued search warrants which enabled Belgian law enforcement to arrest several members of the criminal organisation. The possessions of these individuals were also seized, including their mobile phones.
7. The individual at the centre of the Belgian criminal network, █████ █████ (█████ communicated with corrupt tennis players and intermediaries to fix matches. █████ used a network of associates who were responsible for placing bets using online or in-store betting operators. █████ global network had been operating for several years and was hugely successful. The money trails led to millions of dollars or euros; however, the true earnings of this criminal organisation are far higher.

³ The mandatory Tennis Integrity Protection Programme is an online educational tool to assist a Covered Person with understanding their responsibilities under the TACP and how to spot when other individuals are breaching the terms of the TACP (including match-fixing and corrupt approaches).

⁴ First Witness Statement of John Nolan, 15 September 2023, para 10.

8. In February 2020, the ITIA was granted access to certain evidence gathered by the Belgian authorities for their investigation, including messages downloaded from mobile devices and records of money transfers. Various WhatsApp messages were identified which included extensive discussions regarding the fixing of professional tennis matches. This resulted in significant information being found regarding AG.⁵
9. ■ and his network of fixers had identified AG as being able or willing to fix the outcome or certain aspects of certain ITF ■ matches.⁶ There is also evidence that AG was directly in contact with ■ (■⁷ an Egyptian tennis player who was banned for life and fined USD 15,000 by the ITIA in 2018, after being convicted of multiple match-fixing offences.
10. ■ and members of his network, including ■ exchanged messages amongst each other and with AG, which have been admitted into evidence by the ITIA in these proceedings.

B. ■ MATCH FIXING ACTIVITIES

11. Mr. John Nolan is employed by the ITIA as an investigator. He gave evidence on the way in which ■ operated through his network to fix tennis matches. According to Mr. Nolan, ■ usual method was:⁸
 - (a) ■ reviewed the online betting markets to assess if one of the players could be persuaded to fix a match and if there was potential financial profit from the fix.
 - (b) ■ then contacted the player or a middleman, usually via WhatsApp or Telegram, and offered the player money in exchange for fixing a match. The

⁵ First Witness Statement of John Nolan, 15 September 2023, para 17.

⁶ ITIA/08 and ITIA/10.

⁷ ITIA/06.

⁸ First Witness Statement of John Nolan, 15 September 2023, para 23.

proposed fixes generally involved losing specific sets, games and/or losing specific matches.

- (c) If the player agreed to carry out the fix, the middleman relayed the information to ■■■ who then confirmed the fix. Following the confirmation, ■■■ would then instruct his associates to place bets with various betting operators.
 - (d) After a fix was successfully carried out, ■■■ arranged for payment to be made to the player or a payee nominated by the player by either: (i) a MoneyGram or Western Union transfer, which would be collected in person; or (ii) a Skrill or Neteller payment, which would be accessed online. The person making the payment on ■■■ behalf would typically send proof of payment to ■■■ Occasionally, ■■■ would arrange meetings with players in person to pay them in cash.
12. The Belgian Investigation resulted in criminal proceedings being brought against ■■■ and 27 other associates who were charged on several counts as perpetrators under the Belgian Penal Code. On 30 June 2023, a Belgian court found ■■■ (and each of his 27 associates) guilty of offences under the Belgian Penal Code. ■■■ was fined and sentenced to 5 years in prison.⁹

C. THE ITIA INVESTIGATION

13. In around November 2018 the ITIA was first contacted by an anonymous individual (the *Anonymous Source*). The Anonymous Source provided information into the potential match-fixing activities of various individuals. The information included copies of Facebook messages between ■■■ and several professional tennis players. At this time, ■■■ was already known to the ITIA and had been banned from tennis for life.
14. The Anonymous Source provided information which transpired to be Facebook messages between ■■■ and AG (the *Facebook Exchange*). Mr. Nolan interviewed AG regarding the Facebook exchange with ■■■ on 9

⁹ ITIA/01

December 2019 regarding a suspicious match in August 2018 (the **2019 Interview**). However, the ITIA did not pursue any charges against AG due to lack of further evidence.

15. By January 2023, the ITIA identified further Facebook messages between [REDACTED] and an unnamed Facebook user. Mr. Nolan again interviewed AG on 18 January 2023 (the **2023 Interview**), whereby Mr. Nolan was able to corroborate information obtained from AG in the 2019 Interview. The ITIA relies upon this information in the context of certain charges against AG as set out in the Notice.

D. INFORMATION FROM BETTING OPERATORS

16. The ITIA works closely with betting operators and related organisations to target corruption in tennis. The ITIA receives reports of suspicious betting patterns either directly from betting operators or from organisations like the [REDACTED] ([REDACTED] the [REDACTED] [REDACTED] ([REDACTED] or [REDACTED] [REDACTED] ([REDACTED]
17. The ITIA relies on betting alerts from [REDACTED] in relation to certain charges against AG as set out in the Notice and described further below.

IV. THE APPLICABLE LAW AND JURISDICTION

18. The TACP 2016 and 2017 applies to the alleged Major Offences and the TACP 2023 applies to the procedure in this case.
19. Neither party has objected to the appointment of the AHO to hear this matter. She has been properly appointed in accordance with the TACP. No objections relating to her jurisdiction, or any other preliminary objections were raised by either party.

V. THE NOTICE OF MAJOR OFFENCE

20. AG has been charged with seven (7) breaches of the TACP 2016 and 2017.

21. The ITIA relies on evidence in relation to the following matches which AG played:

- (a) **Match 1:** Men's doubles in the ITF Tunisia [REDACTED] tournament on [REDACTED] May 2016 with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
- (b) **Match 2:** [REDACTED] round men's doubles in the [REDACTED] of the ITF Turkey [REDACTED] [REDACTED] tournament on [REDACTED] August 2017 with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
- (c) **Match 3:** [REDACTED] round men's doubles match in the [REDACTED] of the ITF Tunisia [REDACTED] [REDACTED] tournament on [REDACTED] September 2017¹⁰ with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED]

(together the *Matches*).

22. The ITIA has brought seven charges against AG as follows:

- (a) Match 1: The ITIA alleges that on [REDACTED] May 2016, AG was the subject of an unlawful approach by [REDACTED] and was offered money to influence the outcome or any other aspect of Match 1. AG failed to report this approach to the ITIA in breach of section D.2.a.i of the TACP 2016 (*Charge 1*).
- (b) Match 2: The ITIA alleges that in Match 2, AG:
 - (i) directly or indirectly solicited or facilitated [REDACTED] and/or his bettors' placing of bets on certain aspects of Match 2, by agreeing to lose the [REDACTED] service game in each set in contravention of Section D.1.b of the 2017 TACP (*Charge 2*).
 - (ii) directly or indirectly contrived or attempted to contrive the outcome or any aspect of Match 2, by losing the [REDACTED] service game in each set, in contravention of Section D.1.d of the 2017 TACP (*Charge 3*).

¹⁰ On the same day, AG also played a singles match against [REDACTED] [REDACTED] which he [REDACTED] [REDACTED]

(iii) failed to report that he was in contact with ■■■ and/or his network of fixers, who offered a monetary or other form of benefit in return for influencing the outcome or any other aspect of Match 2 in contravention of Section D.2.a.i of the 2017 TACP (**Charge 4**).

(together the **Match 2 Charges**)

(c) Match 3: The ITIA alleges that in Match 3, AG:

(i) directly or indirectly solicited or facilitated ■■■ and/or his bettors' placing of bets on certain aspects of Match 3, by agreeing to lose the ■■■ game of ■■■ in contravention of Section D.1.b of the 2017 TACP (**Charge 5**).

(ii) directly or indirectly contrived or attempted to contrive the outcome or any aspect of Match 3, by losing the ■■■ game of ■■■ in contravention of Section D.1.d of the 2017 TACP (**Charge 6**).

(iii) failed to report that he was in contact with ■■■ and/or his network of fixers, who offered a monetary or other form of benefit in return for influencing the outcome or any other aspect of Match 3 in contravention of Section D.2.a.i of the 2017 TACP (**Charge 7**).

(together the **Match 3 Charges**)

23. Under Section C in the Notice, the ITIA stated that it provisionally considered that in line with the TACP Sanctioning Guidelines (**Guidelines**), the above charges against AG may be categorized as Culpability B and Impact 1, which has a starting point of a ban of 10 years and a potential fine of \$25,000.

24. The Notice also explained that AG is entitled to have the matter determined by the AHO at a Hearing if they dispute the ITIA's allegations. The Notice set out procedural information including the deadline for submitting a request for a Hearing.

VI. THE PROCEDURAL BACKGROUND

25. On 12 July 2023, the ITIA issued the Notice under the TACP 2023 to AG. The Notice set out: (i) the facts giving rise to the alleged Corruption Offenses, (ii) the specific Corruption Offenses alleged (iii) the potential sanctions and (iv) notice of AG's right to have this matter determined by the AHO at a hearing.
26. AG did not respond to the Notice within the deadline provided. However, the ITIA made further attempts to contact AG and he confirmed receipt of the Notice on 28 July 2023. Accordingly, the ITIA provided AG with an additional 10 business days to respond to the Notice.
27. On 10 August 2023, AG confirmed that he contested all charges against him and thereby requested a Hearing before the AHO.
28. On 15 August 2023, AHO Khalifa issued instructions to convene a case management videoconference.
29. On 22 August 2023, a procedural hearing pursuant to Section G.1.g of the TACP 2023 took place virtually before AHO Khalifa.
30. On 24 August 2023, AHO Khalifa issued Procedural Order No.1 (the **PO#1**) formally taking jurisdiction over the case pursuant to section G.1.g of the TACP 2023 and determining the procedural next steps.
31. On 29 August 2023, the ITIA provided disclosure of the relevant documents. On 15 September 2023, the ITIA submitted two witness statements, being those of ITIA's John Nolan and Steve Downes. However, AG failed to provide disclosure of documents or to submit any witness statement(s) by the deadlines in PO#1.
32. On 28 September 2023, the ITIA filed its written submissions.
33. On 12 October 2023, AG confirmed that he would not be submitting any witness statements.
34. On 26 October 2023, AG filed his written submissions.

35. On 18 December 2023, the parties submitted the agreed Hearing timetable.
36. On 22 December 2023, the Hearing was held. Ms. Julia Lowis, Mr. Rustam Sethna and Mr. Ben Rutherford attended on behalf of the ITIA and AG represented himself.

VII. ITIA'S SUBMISSIONS

37. The AHO has carefully reviewed all the evidence and the Parties written and oral submissions. The Parties' key contentions are summarised below. All evidence and submissions not expressly referred to or summarised below are nevertheless subsumed in the AHO's analysis.
38. The charges against AG comprise one breach of section D.2.a.i of the TACP 2016, two breaches of section D.1.b, two breaches of Section D.1.d and two breaches of Section D.2.a.i of the TACP 2017. The ITIA relies on the following evidence in support of the allegations:
 - (a) Evidence obtained by the ITIA from the Anonymous Source, including Facebook messages between █████ and AG in relation to the fixing of Match 1.
 - (b) Evidence obtained by the ITIA from the Belgian authorities, including the forensic download from █████ mobile phones, including WhatsApp messages exchanged between █████ and his various middlemen in relation to the fixing of Match 2 and Match 3.
 - (c) A betting alert provided to the ITIA relating to Match 3.
 - (d) Evidence obtained as a part of the ITIA's own investigation into AG.
 - (e) Match Scorecards from the Matches.
39. The ITIA submits that on a preponderance of the evidence, AG has committed the Corruption Offenses subject of Charges 1-7. The ITIA also relies upon Mr. Nolan's statement in support of the allegations that:

(a) AG engaged with, or at the very least, was approached by ■■■ to fix the outcome or certain aspects of Match 1 in exchange for payment; and

(b) There was a close association between AG and known match fixers, who discussed fixes involving AG.

40. The ITIA further submits that although AG has contested the charges, he has failed to provide any disclosure and therefore has not provided any credible defence against the Charges nor countered the evidence submitted by the ITIA.

41. The ITIA's position in relation to each Charge is as follows:

Match 1

(a) Charge 1 – D.2.a.i TACP 2016 – failure to report

42. The ITIA submits that AG was approached to influence the outcome of Match 1 in exchange for benefit or consideration, and further, that he failed to report this approach to the ITIA in breach of D.2.a.i of TACP 2016.

43. The ITIA relies on the Facebook Exchange obtained from the Anonymous Source in support of this charge. The ITIA avers that AG is the unnamed Facebook user communicating with ■■■ in the Facebook Exchange. This is based on (i) Mr. Nolan's analysis as set out in his witness statement¹¹, (ii) the fact that AG admitted in the 2023 Interview that the telephone number provided by the unnamed Facebook user was his number, and (iii) the timings of the relevant messages in the Facebook Exchange correlate to times when AG was playing matches. At the Hearing, AG confirmed that he sent the messages attributed to him in this exchange.

44. Therefore, the ITIA argues it is clear from the Facebook Exchange and the 2023 Interview that ■■■ asked AG to lose one set of Match 1 in exchange for "one thousand". The ITIA submits that this amounted to an approach to AG to

¹¹ First Witness Statement of John Nolan, 15 September 2023, paras 44 to 56.

contrive an aspect of Match 1 in exchange for money, which he failed to report. It is not relevant that AG did not proceed with the proposal made in the Facebook Exchange, he remains in breach of section D.2.a.i of the 2016 TACP for failing to report the approach.

Match 2

45. The ITIA submits evidence of WhatsApp messages exchanged between ■■■ and members of his match fixing network on the morning of Match 2 (the *Match 2 WhatsApp Messages*) to support its allegations in respect of the Match 2 Charges. In the messages, ■■■ states “*Ghorbel / ■■■ will lose the ■■■ break of each set*”, followed by “*Don’t overload the ■■■ break so that we can hit the ■■■ as well.*” He subsequently confirmed that “*Ghorbel / ■■■ will lose the ■■■ break of each set + about 500 for their loss.*” The ITIA emphasises that ■■■ identifies both AG and his partner FH in the Match 2 WhatsApp Messages and advises his match fixing network with the utmost certainty as to the relevant outcomes in Match 2.
46. AG and his partner lost the ■■■ service game of each set which is consistent with the messages from ■■■ relating to Match 2. AG served ■■■ double faults in the ■■■ service game of each set. The ITIA avers that based on the evidence, it is clear that AG committed the offences laid out in Charges 2, 3 and 4 below.
- (a) Charge 2 – D.1.b TACP 2017 – soliciting or facilitating wagers on the outcome or aspect of a match:
- “By agreeing to lose the ■■■ service game in each set of Match 2, [AG] directly or indirectly solicited or facilitated ■■■ and/or his bettors’ placing of bets on certain aspects of Match 2, in contravention of Section D.1.b of the 2017 TACP.”*
- (b) Charge 3 – D.1.d TACP 2017 – contriving the outcome or aspect of a match:

“[AG] directly or indirectly contrived or attempted to contrive the outcome or any aspect of Match 2, by losing the [REDACTED] service game in each set, in contravention of Section D.1.d of the 2017 TACP.”

- (c) Charge 4 – D.2.a.i TACP 2017 – failure to report:

“[AG] w[as] in contact with [REDACTED] and/or his network of fixers, who offered [him] a monetary or other form of benefit in return for influencing the outcome or any other aspect of Match 2. [AG] failed to report this to the ITIA, in contravention of Section D.2.a.i of the 2017 TACP.”

Match 3

47. The ITIA relies on evidence of WhatsApp messages between a member of [REDACTED] network of match fixers and [REDACTED] sent on the day of Match 3 (the **Match 3 WhatsApp Messages**) to support its allegations in respect of the Match 3 Charges. In the Match 3 WhatsApp messages the ITIA avers that AG is referred to by one of the match fixers, [REDACTED] ([REDACTED] as “Chorbel” and “Chirbel”. The ITIA argues that based on the timing of the messages it is clear that this is a misspelling of AG’s name and it is Match 3 that [REDACTED] and [REDACTED] are discussing.
48. In the Match 3 WhatsApp Messages, [REDACTED] asks [REDACTED] “Chorbel, will their double be live?”. [REDACTED] replied: “Yes, the coefficient is good, let me see whether I can win anything”. Immediately after, [REDACTED] sent [REDACTED] a message stating “Chirbel [REDACTED] game was available for live”.
49. On [REDACTED] September 2017 ITIA was notified about suspicious bets placed on Match 3 which were placed on AG and [REDACTED] to lose the [REDACTED] game of the [REDACTED] set. The Match 3 scorecard shows that AG lost that game, serving [REDACTED] consecutive double faults. He also served and lost the [REDACTED] game in the [REDACTED] set, serving [REDACTED] double faults.
50. The ITIA avers that based on the evidence, it is clear that AG committed the offences laid out in Charges 5, 6 and 7 below.

- (a) Charge 5 – D.1.b TACP 2017 – soliciting or facilitating wagers on the outcome or aspect of a match

“By agreeing to lose The ■ game of ■ [AG] directly or indirectly solicited or facilitated ■ and/or his bettors’ placing of bets on certain aspects of Match 3, in contravention of Section D.1.b of the 2017 TACP.”

- (b) Charge 6 – D.1.d TACP 2017 – contriving the outcome or aspect of a match

“By losing the ■ game of ■ you directly or indirectly contrived or attempted to contrive the outcome or any aspect of Match 3, in contravention of Section D.1.d of the 2017 TACP.”

- (c) Charge 7 – D.2.a.i TACP 2017 – failure to report

“[AG] w[as] in contact with ■ and/or his network of fixers, who offered [him] a monetary or other form of benefit in return for influencing the outcome or any other aspect of Match 3. [AG] failed to report this to the ITIA, in contravention of Section D.2.a.i of the 2017 TACP.”

Sanction

51. In the Notice, the ITIA stated that in line with the Guidelines, the Charges against AG should be categorised as being between B.1 and B.2. The ITIA notes that when applying the Guidelines, the AHO may consider any aggravating or mitigating factors.
52. The ITIA submits that it would be reasonable and appropriate for AG to be banned from tennis for eight years and fined US\$35,000.
53. The ITIA submits that AG’s conduct falls within culpability B, i.e., “Medium Culpability” because of the following factors:
- (a) Some planning or premeditation: the ITIA submits that in respect of each of the Matches AG was approached by a third party which were either obeyed or

not reported. In Match 2 and Match 3 AG performed consecutive double faults. The ITIA alleges that this was AG deliberately exhibiting poor performances which must have been premeditated.

(b) Acting in concert with others: the ITIA submits that AG acted in concert with ■■■ (as evidenced by the Facebook Exchange), and also appears to have been in contact with ■■■ and/or his network of fixers.

(c) Several offences: the ITIA submits that the seven Charges against AG related to three separate Matches satisfies this requirement.

54. Regarding the level of impact, the ITIA submits that AG's conduct falls between Categories 1 and 2 because of the following factors:

(a) Major Offences: the ITIA submits that all seven Charges against AG are Major Offences as defined by Section B.21 of the TACP 2023.

(b) Material impact on the reputation and / or integrity of the sport: the ITIA submits that the Charges against AG, if proven, damage the reputation and integrity of tennis.

(c) Material gain: the ITIA submits that based on the Facebook Exchange and the WhatsApp messages set out in paragraphs 45 and 47 above, it is clear that AG committed the Corruption Offences in exchange for monetary gain that would have amounted to several thousand dollars.

55. The ITIA submits that AG's case falls between Categories B.1 and B.2. Therefore, the ITIA submits that the appropriate starting point for AG is six years and six months, being in the middle of the starting points for Category B.1 (ten years) and Category B.2 (three years).

56. The ITIA submits that AG completed TIPP for eight years between 2011 and 2019, therefore he is familiar with his obligations under TACP. AG has shown no remorse nor made any admissions in respect of the Charges. These are aggravating factors that the AHO should consider when determining the sanction.

57. The ITIA submits that none of the mitigating factors listed in the Guidelines apply to AG's case. In light of the aggravating factors, the ITIA submits that an uplift of 18 months is appropriate, taking the ban to eight years in total.
58. Regarding the fine, the ITIA submits that the Guidelines recommend a fine scale of US\$25,000 – US\$50,000 for five to ten Major Offences. The ITIA submits that a fine of US\$35,000 would be proportionate in all the circumstances.

VIII. ANIS GHORBEL'S SUBMISSIONS

59. AG denies all allegations against him. He states that he has retired from playing tennis and is answering the Charges in order to "*preserve his sporting honour*".

Match 1

60. AG submits that he did not read some of the messages in the Facebook Exchange which contain the approach from ■■■ to fix matches. AG states that he knew ■■■ was being investigated for corruption offences and therefore, in a panic, he deleted the messages received from ■■■ between 4:08pm on ■■■ May 2016 up to ■■■ July 2019 (the "*Relevant Facebook Messages*") without reading them.
61. Further, AG submits that when he was shown the Facebook Exchange by Mr. Nolan in the 2023 Interview, he was unable to understand everything ■■■ had written as Egyptian and Tunisian Arabic are different.
62. During the Hearing, AG acknowledged that he knew ■■■ as they were both from North Africa and had encountered each other at tournaments. AG admitted that he had been corresponding with ■■■ and that he told ■■■ to "*come tg!!*", meaning to move the conversation to secure messaging platform Telegram. AG recalled that he sent that message after finishing his singles match that day and he went to have lunch. At lunch, AG claims that he heard rumours that ■■■ was being investigated and therefore he decided he would

stop corresponding with ■■■ When cross-examined, ■■■ could not recall who he had heard these rumours from, nor if he had been told who was conducting the alleged investigations. AG submitted that he never spoke to ■■■ on Telegram and he also decided not to play doubles with him the following week so as not to be associated with him. AG explained that he began replying to ■■■ again in July 2016 as he assumed that, because ■■■ was still playing, he was not involved in any match fixing and he felt comfortable to continue conversing with him.

63. Therefore, AG argues that in the circumstances he cannot have committed the alleged offence in Charge 1 as he never read the relevant messages in the Facebook Exchange.

64. AG maintains that Charge 1 is therefore not made out on the evidence.

Match 2

65. AG submits that he cannot be held responsible for bets made on his games by third parties. AG submits that Charges 2, 3 and 4 are not proven as the ITIA has not provided any evidence to show that he was complicit in fixing Match 2. AG was not party to the Match 2 WhatsApp Messages, nor is there any evidence that he received payment in respect of Match 2.

66. Moreover, AG submits that the details of that match show that there were a high number of breaks and ten games that went to a deciding point. AG suggests that this shows that it was difficult to serve well in the prevailing conditions. AG highlights that in one of the games he is alleged to have deliberately lost, the game went to a deciding point. AG argues that if he were deliberately manipulating the outcome of a game this would not have happened.

67. AG maintains that Charges 2, 3 and 4 are therefore not made out on the evidence.

Match 3

68. AG repeats the arguments made in respect of the Match 2 Charges, specifically that he cannot be held responsible for bets made on his games by third parties, particularly when he is not party to the Match 3 WhatsApp Messages. He also notes that there is no specific fix mentioned in the relevant messages.
69. AG argues that there are double faults in every game of tennis. AG submits that the fact that he served ■■■ double faults in a game where irregular bets were placed does not prove he was complicit in any manipulation.
70. AG submits that on the preponderance of the evidence Charges 5, 6 and 7 against him are not made out.

Sanction

71. AG requests that the AHO dismiss the ITIA's case in full.

IX. THE RELEVANT PROVISIONS OF THE TACP 2016, 2017 AND 2023

72. Section D.2.a.1 of the TACP 2016 provides:

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 aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the [ITIA] as soon as possible.

73. Section D.1.b of the TACP 2017 provides:

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. For the avoidance of doubt, to solicit or facilitate to wagers shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis

betting publication or website; conducting personal appearances for a tennis betting company and appearing in commercials encouraging others to bet on tennis.

74. Section D.1.d of the TACP 2017 provides:

No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

75. Section D.2.a.i of the TACP 2017 provides:

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, it shall be the Player's obligation to report such incident to the [ITIA] as soon as possible.

76. As regards Sanctions, Section H.1 of the TACP 2023 provides in the relevant part that:

...the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section 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 from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1., clauses (c)-(p) Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

...

d. No Player who has been declared ineligible shall, during the period of ineligibility, be credited with any ranking points for any competition played during the period of ineligibility.

X. REASONS

A. ADMISSIBILITY OF EVIDENCE AND BURDEN OF PROOF

77. Section G.3.d. of the TACP 2023 states “[...] *Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*”

78. In *Khali, Mesbahi & Kilani v. ITIA*¹² (the ***Khali Award***) there is a discussion on admissibility of evidence. The CAS Panel (the ***Panel***) finds Section G.3.c. of the TACP to be consistent with the position in international arbitration, which is that: “[...] *the arbitral tribunal is not bound to follow the rules applicable to taking of evidence before the courts of the seat.*” Applying this principle, the Panel held that the evidence on record, that was obtained from Belgian criminal authorities, was admissible. The present case also arises from the same Belgian investigation.

79. In the *Khali* award, the Panel also noted that the CAS Code does not contain any provision as to the assessment of evidence in a CAS proceeding and by analogy in an AHO evaluation and Decision. It was noted that the principle of free evaluation of evidence (“*libre appréciation des preuves*”) is applicable in international arbitration in general and to CAS proceedings in particular. It was further noted that Section G.3.d. of the TACP applies a similar rule according to which a “[...] *Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*” Therefore, in the present proceedings the AHO may evaluate the evidence on record in her discretion. The Panel goes on to distinguish between direct and circumstantial

¹² CAS Award 2021/A/8531 issued in March 2023, paras 29-87.

evidence stating that “*Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs since it requires a trier of fact to draw an inference to connect it with a conclusion of fact.*”

80. G.3.a of the TACP 2022 provides that the ITIA must prove the charges on the preponderance of the evidence as follows:

The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.

81. The standard of preponderance of evidence is met if “*the proposition that the Player engaged in attempted match-fixing is more likely than not be true*”.¹³ This standard is the equivalent of the English law standard of proof on the “*balance of probabilities*”. The AHO has applied this standard of proof to the Charges.
82. While it is possible to find a breach of the TACP without direct evidence, the circumstantial evidence must still meet the standard of the preponderance of the evidence as required by Section G.3.a. of the TACP 2023.¹⁴

B. MERITS

83. The AHO now turns to analysis of the evidence regarding each charge against AG.

Match 1

- (a) Charge 1 – D.2.a.i TACP 2016 – failure to report

¹³ See *Köllerer v. ATP, WTA, ITF & Grand Slam Committee*, CAS 201 1/A/2490 dated 23 March 2012; *Bracciali v. PTIOs* CAS 2018/A/6048 dated 15 August 2022.

¹⁴ See Decision of AHO Richard McLaren in *ITIA v Baptiste Crepatte*, 19 April 2023, para 57.

84. The ITIA's allegation is that AG failed to report an approach from █████ in respect of fixing Match 1 in breach of Section D.2.a.ii of the TACP 2016 as set out at paragraph 72 above.
85. It is not in dispute between the Parties that AG is the unnamed Facebook User corresponding with █████ in the Facebook Exchange.
86. The AHO does not find AG's submission that he never read the Relevant Facebook Messages convincing. AG directed █████ to move the conversation to Telegram and then claims that he did not read any further messages from █████ until █████ July 2016. However, the message from █████ received shortly after AG had directed him to move to Telegram states "*one last thing*". This strongly suggests that AG had conducted a conversation with █████ on Telegram.
87. Further, there are inconsistencies in AG's account relating to his knowledge of KH's match fixing. In the 2023 Interview, AG claimed he was not aware that █████ was ever involved in any match fixing,¹⁵ However, at the Hearing, AG claimed that he heard █████ was involved in match fixing during lunch between matches on █████ May 2016. This, according to AG, is why he deleted the Relevant Facebook Messages without reading them. According to Mr. Nolan's evidence, the investigation into █████ was only opened in 2017. Therefore, AG's account of having heard rumours of it before then is not credible.
88. The AHO concludes that, on a preponderance of evidence, AG read the Relevant Facebook Messages and he therefore knew of KH's corrupt approach but did not report it in violation of Section D.2.a.i of the TACP 2016.

Match 2

89. The Match 2 Charges relate to the outcome of the █████ service game of each set of Match 2, in particular the ITIA submits that AG failed to use his best efforts in those games, serving three double faults in each of those games in breach of Sections D.1.b and D.2.a.i of the TACP 2017 as set out in

¹⁵ Page 313 of the Hearing Bundle

paragraphs 73 and 74 above. Further, the ITIA submits that AG failed to report the approach made by ■■■ or his associates in respect of fixing Match 2 in breach of Section D.2.a.i of TACP 2017 set out in paragraph 75 above.

90. The ITIA relies on the Match 2 WhatsApp Messages, in particular the certainty with which ■■■ advises his associate of the outcomes of the breaks in each set, coupled with the match scorecards to show that AG must have acted in concert with ■■■ and/or his advisors.
91. The AHO finds that the circumstantial evidence provided by the ITIA on this Charge is strong. She is satisfied that when the Match 2 WhatsApp Messages and Match Score Cards are considered together, it is more likely than not that AG had colluded with AG, or his associates, to manipulate the outcome of the relevant games in Match 2, based on the number of double faults he served in those games as compared to the rest of Match 2. Further, the Match 2 WhatsApp messages confirm that AG and his partner will receive “*about 500 for their* ■■■ This is consistent with AG’s methods as set out in Mr. Nolan’s Witness Statement¹⁶. Therefore, the AHO concludes on the preponderance of the evidence that AG violated Sections D.1.b and D.2.a.i of the TACP 2017
92. Further, AG has submitted no evidence to show that he reported any approach to the ITIA in respect of Match 2 and therefore, the AHO concludes on the preponderance of the evidence that AG violated Section D.2.a.i of the TACP 2017.

Match 3

93. The Match 3 Charges relate to the outcome of the ■■■ game ■■■ of Match 3, in particular the ITIA submits that AG failed to use his best efforts in that game, serving ■■■ double faults in breach of Sections D.1.b and D.2.a.i of the TACP 2017 as set out in paragraphs 73 and 74 above. Further, the ITIA submits that AG failed to report the approach made by ■■■ or his associates in

¹⁶ First Witness Statement of John Nolan, 15 September 2023, para 23.

respect of fixing Match 3 in breach of Section D.2.a.i of TACP 2017 set out in paragraph 75 above.

94. The ITIA alleges that the communications between ■■■ and ■■■ on the day of Match 3¹⁷ clearly demonstrate that: (i) AG had agreed to ■■■ the ■■■ game of ■■■ (ii) AG was in contact with ■■■ an/or his network of advisors; and (iii) AG failed to report any approach in respect of manipulating the outcome of Match 3. The ITIA also relies on the alert received from ■■■ in relation to the bets placed on Match 3.
95. The AHO concludes that the contents of the Match 3 WhatsApp messages are not sufficiently specific to satisfy her that AG had agreed to manipulate the outcome of any particular game. In the absence of a clear instruction from ■■■ and any proof of benefit received by AG there is insufficient evidence to show that it was more likely than not that AG had agreed to manipulate the result of Match 3.
96. The AHO therefore concludes that Charges 5, 6 and 7 are not made out on the evidence.

C. SANCTIONS

97. The AHO is mindful that match fixing is a serious threat to tennis and the imposition of lenient sanction would defeat the purpose of the TACP. However, any sanction imposed must both be proportional to the offense and consistent with prior cases. There are seven charges against AG under the 2016 and 2017 TACP as set out in paragraph 22 above.
98. The AHO has found AG liable for four charges, i.e., under Section D.2.a.i of TACP 2016, Section D.1.b of TACP 2017, Section D.1.d of TACP 2017 and Section D.2.a.i of TACP 2017.

¹⁷ See paragraph 48 above.

99. The Guidelines provide that where there are multiple Corruption Offenses, in the interests of efficiency, they should be taken together in one concurrent sanctioning process – i.e., a single sanction is imposed.
100. As stated above, for the reasons outlined, the ITIA has recommended a fine of US\$35,000 and a ban for a period of eight years. The AHO is not bound by the sanction recommended by the ITIA and may impose appropriate, just, and proportional sanctions pursuant to the TACP and the Guidelines bearing in mind all the circumstances of this case.
101. The Guidelines are not strictly binding on AHOs who retain full discretion in relation to the sanction imposed. However, their application promotes fairness and consistency in sanctioning across tennis. Therefore, the AHO has followed the process outlined in the Guidelines to reach her decision.
102. The Guidelines set out a five step-process to determine the appropriate sanction as follows:
- (a) Determining the offense category;
 - (b) Starting point and category range;
 - (c) Consideration of reduction for early admissions;
 - (d) Consideration of other factors which may merit a reduction including substantial assistance; and
 - (e) Setting the amount of the fine (if any).

These are addressed in turn below.

1. Determining the offence category

103. This step requires the AHO to determine the level of culpability and the level of impact on the sport.
104. As regards the level of culpability, the AHO accepts the ITIA's submission that AG's level of culpability falls within category B which is medium

culpability. The principal reasons for this conclusion are that AG has been found liable for four Corruption Offenses which he committed in concert with others requiring some premeditation and planning. The AHO is satisfied that the evidence shows that AG co-ordinated with ■■■ regarding Match 1. The AHO is satisfied that in respect of Match 2, AG co-ordinated with ■■■ or his network of fixers, to manipulate the outcome of his service games as set out in the Charges. The certainty with which the games are discussed in the Match 2 WhatsApp Messages, coupled with the results of those games shows that the outcomes of these games had been planned. These factors together are the hallmarks of medium/category B culpability. Since AG has not put forward any evidence that he was involved through coercion, intimidation or exploitation and because he committed more than one offense, the AHO considers that a lower category C classification would be inappropriate.

105. As regards impact, the ITIA submits that the impact of AG's conduct sits between categories 1 and 2. The AHO considers that the impact of AG's conduct is more properly characterised as falling within category 2. All four Charges AG has been found liable for are major offences as defined in Section B.21. of the TACP 2023. However, the impact of AG's conduct on the reputation and integrity of tennis is relatively less serious as they involve only two matches (one of which involved only a failure to report) and he does not hold a particular "*position of trust/responsibility within the sport.*" Further, although the AHO observes that it is unclear exactly how much AG received for his involvement in the fixes, ■■■ does refer to "*one set*" "*for one thousand each*" and the Match 2 WhatsApp Messages state that "*Ghorbel / ■■■ will lose the ■■■ break of each set + about 500 for their loss*". Therefore, in the circumstances the AHO is satisfied from the evidence provided that he did achieve some material gain. Therefore, the AHO considers that a category 2 classification is appropriate.

106. For all these reasons, the AHO considers that AG's offense category is B2.

2. Starting point and category range

107. Under the Guidelines, the starting point for a category B2 offense is a three-year suspension and the category range is a six-month to five-year suspension. The AHO considers the starting point of a three-year suspension to be appropriate in the circumstances.

3. Factors which may be considered to increase seriousness

108. The AHO acknowledges the ITIA's submission that there are several aggravating factors in this case, as set out in paragraph 56 above. However, the AHO does not accept that these factors are sufficient to merit any uplift.

4. Other factors which may merit a reduction including substantial assistance

109. AG has not made any submissions in mitigation of the sanction. The AHO accepts the ITIA's submission that none of the mitigating factors listed in the Guidelines apply to AG's case.
110. Accordingly, the AHO decides that an appropriate ban in line with the Guidelines is a three-year suspension.

5. The Fine

111. The Guidelines, include a fines table showing a number of scales based on the number of Major Offenses that are proven or admitted. In the present case, AG has been found liable for four charges which yields a fine scale of between US\$0 to US\$25,000.
112. The Guidelines further provide that the amount of any fine should reflect the categorisation of the offense, and the financial means of the Covered Person may be taken into account to reduce the level of the fine.
113. Considering the number of offenses, the categorisation of the offense as B2, the absence of sufficient aggravating and mitigating factors, and the financial

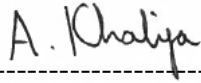
means of AG, the AHO decides that the appropriate fine in this case is US\$20,000.

XI. DECISION

114. AG, a Covered Person as defined in Section B.10 and B.27 of the TACP 2023, and B.6 and B.18 of the TACP 2016 and TACP 2017, is liable for Corruption Offenses pursuant to the following sections of:
- (a) TACP 2016
 - (i) D.2.a.i – failure to report– one charge; and
 - (b) TACP 2017
 - (i) D.1.b – soliciting or facilitating wagers on the outcome or aspect of a match – one charge;
 - (ii) D.1.d – contriving the outcome or aspect of a match – one charge; and
 - (iii) D.2.a.i – failure to report – one charge.
115. Pursuant to the TACP and the Guidelines, the sanctions imposed upon the Player as a result of these Corruption Offenses are:
- (a) A ban of three (3) years from Participation, as defined in section B.26 of the TACP 2023, in any Sanctioned Event as prescribed in section H.1.c. of the TACP 2023, effective on the date of this Decision; and
 - (b) A US\$20,000 fine as prescribed in section H.1.b. of the TACP 2023.
116. Pursuant to section G.4.e TACP 2023, this award on sanction is to be publicly reported.
117. Pursuant to section G.4.d TACP 2023 this award on sanction is a full, final, and complete disposition of this matter and is binding on all parties.

118. This Decision can be appealed to Court of Arbitration for Sport in Lausanne, Switzerland within twenty business days from the date of receipt of the Decision by the appealing party.

Dated 4 January 2024 at Riyadh, Saudi Arabia



A. Khalifa

AMANI KHALIFA

Anti-corruption Hearing Officer