

29 April 2025

**DECISION OF THE INTERNATIONAL TENNIS INTEGRITY AGENCY
PURSUANT TO ARTICLE 7.14 OF THE 2025 TENNIS ANTI-DOPING PROGRAMME**

I. Introduction

1. The International Tennis Integrity Agency (**ITIA**) is the delegated third party, under the World Anti-Doping Code (**Code**), of the International Tennis Federation (**ITF**), the international governing body for the sport of tennis and signatory of the Code. Under the delegation, the ITIA is responsible for the management and administration of anti-doping across professional tennis in accordance with the Tennis Anti-Doping Programme (the **TADP** or the **Programme**), which sets out Code-compliant anti-doping rules applicable to players competing in Covered Events.¹
2. Max Purcell (the **Player**) is a 27-year-old professional tennis player from Sydney, Australia. He has achieved a career-high ATP singles ranking of 40 and doubles ranking of 8.² By virtue of (among other things) his ATP ranking and participation in Covered Events in 2023, the Player was bound by and required to comply with the TADP at all relevant times.
3. Through an ITIA investigation, the ITIA became aware that in December 2023 the Player may have received two intravenous infusions of more than a total of 100 mL per 12-hour period (a Prohibited Method under category M2.2 of the World Anti-Doping Agency (**WADA**) Prohibited List).
4. Upon further investigation, including information voluntarily provided by the Player, it was confirmed both that the Player had received the prohibited infusions, and that this did not occur in connection with a Therapeutic Use Exemption or in the course of a hospital treatment, surgical procedure, or clinical diagnostic investigation.
5. As a result, on 7 March 2025, the ITIA charged the Player with the commission of an anti-doping rule violation (**ADRV**) under Article 2.2 of the TADP (copied below), and subsequently proposed certain Consequences based on its analysis of the degree of Fault that the Player bears for the violation:

“2.2 Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method, unless the Player establishes that such Use or Attempted Use is consistent with a TUE granted in accordance with Article 4.4”.

6. The Player has admitted the anti-doping rule violation charged and accepted the Consequences proposed by the ITIA.

¹ Unless specified otherwise, references in this decision to the TADP are to the 2023 edition. The substantive rules of the 2023 TADP and the procedural rules of the 2025 TADP apply to this case (see 2025 TADP Article 1.5). Any defined term denoted by an initial capital letter that is not otherwise defined in this decision has the meaning given to it in the applicable TADP.

² The Player’s statistics have been taken from the [ATP Tour website](#).

7. In such circumstances, 2025 TADP Article 7.14 provides that:

“7.14.1 At any time prior to a final decision by the Independent Tribunal, the ITIA may invite the Player or other Person to admit the Anti-Doping Rule Violation(s) asserted and accede to specified Consequences [...]

7.14.2 In the event that the Player or other Person admits the Anti-Doping Rule Violation(s) asserted and accedes to Consequences specified by the ITIA [...], the ITIA will promptly issue a reasoned decision confirming the commission of the Anti-Doping Rule Violation(s) and the imposition of the specified Consequences [...], will send notice of the decision to the Player or other Person and to each Interested Party, and will Publicly Disclose the decision in accordance with Article 8.6. [...]

7.14.3 Any decision issued by the ITIA in accordance with Article 7.14.2 that an Anti-Doping Rule Violation has been committed [...] will address and determine (without limitation): (1) the factual basis of the decision that an Anti-Doping Rule Violation was committed; and (2) all of the Consequences to be imposed for such Anti-Doping Rule Violation, including the reasons for imposing the Consequences specified, and in particular the reasons for exercising any discretion not to impose the full Consequences available under this Programme”.

II. The Player's commission of an anti-doping rule violation

8. During its investigation, the ITIA recovered data from the mobile phone of another professional tennis player (**Player 2**) that included a number of WhatsApp messages exchanged between the Player and Player 2, while both players were travelling internationally.

9. The messages relevant to this decision are as follows:

9.1 On 16 December 2023, the two players exchanged messages relating to a “*hydration session*” at a medical clinic (**Clinic**) and at approximately 15:45, the Player sent messages to Player 2 confirming that he had received an infusion.

9.2 The two players exchanged a number of further messages that day concerning the infusion. These messages indicate that: (i) the Player requested the Clinic staff not to keep receipts relating to his infusion; (ii) the Player discussed ways in which he could justify receiving infusions, including feigning illness; and (iii) the Player subsequently researched whether or not the infusion was prohibited under the WADA Code (specifically, whether it was the ingredient itself or the water that was relevant to the limit of 100 mL within 12 hours). The relevance of these messages is addressed below in Section III.A.

9.3 Later exchanges between the two players, as well as a picture sent by Player 2 to a member of staff at the Clinic, establish that the Player also received an infusion at the Clinic on 20 December 2023.

10. On 25 September 2024, the ITIA issued the Player with a Demand to access and download relevant information from his mobile device(s) in accordance with TADP Article 5.7.3.1.

11. The data recovered from the Player’s mobile device confirmed the content of the messages that the ITIA had recovered from Player 2’s mobile device (as set out above), however some of the relevant messages were no longer on the Player’s phone. Evidence obtained from the Player’s

phone also confirmed that the Player often checked whether supplements and/or treatments he used and received were TADP compliant.

12. On 29 November 2024, the ITIA notified the Player that it had completed its analysis of the data recovered from his mobile device and wished to arrange an interview with him. The interview was subsequently arranged to take place in-person in Belgrade on 20 December 2024.

13. On 10 December 2024, the Player provided a written statement to the ITIA (**Player's Statement**) in which he relevantly:

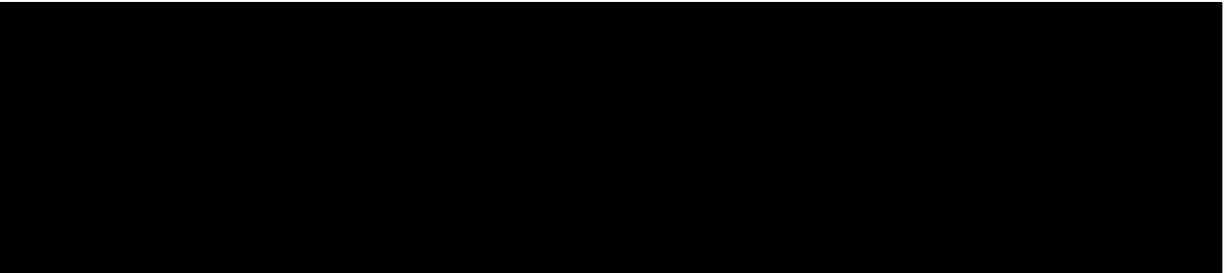
13.1 stated that *"until last week, when I reached out to the [Clinic] to get the medical records associated with two IV infusions I had in Bali in 2023, I thought for sure that both infusions were less than 100 ml. Therefore, I was utterly shocked when the clinic sent me back records to indicate that the infusions were actually 500 ml and over the allowable limit [...]";*

13.2 accepted that, on that basis, he had committed an ADRV; but

13.3 alleged that he was disappointed because he had *"directed the clinic both times to provide me with a legal IV amount. I told them less than 100 ml and both times they seemed to understand me".*

14. The Player's Statement exhibited a number of documents, including the medical records he had obtained from the Clinic, which confirmed that the IV infusions that he received on 16 and 20 December 2023 were each 500 mL. The Player also provided copies of exchanges with the Clinic in which he requested the phone number for the doctor who had treated him but was informed that the doctor no longer worked there.

15.



16. On 12 December 2024, the ITIA sent the Player a Notice of a potential ADRV under the TADP. On the same date, the Player accepted a voluntary provisional suspension.

17. On 20 December 2024, the ITIA interviewed the Player in person. During the interview, the Player: (i) confirmed the contents of the Player Statement; and (ii) confirmed that, while he believed that he had asked the Clinic to provide him with IV infusions of no more than 100 ml, he had not checked the volume of the IV infusion being administered to him.

18. During the interview, the Player also provided his explanations for the content of the messages between he and Player 2 set out in paragraph 9.2 above, suggesting that: (i) he requested the Clinic keep the details of his treatment confidential as he likes to keep his physical state and preparations private; (ii) he raised potential justifications for infusions in case the Clinic had not deemed his symptoms severe enough for an infusion; and (iii) he retrospectively checked whether the infusion was permitted and was satisfied that it was not problematic.

19. Between 7 January 2025 and 24 January 2025, the Player consented to the ITIA engaging in direct correspondence with the Clinic concerning his treatment in December 2023. In the relevant exchanges, the Clinic confirmed that the Player was administered IV infusions of 500 mL on 16 and 20 December 2023 and gave a list of the ingredients in the infusions (none of which were Prohibited Substances).
20. The Clinic further stated that: (i) *“it is possible that there was a misunderstanding if [the Player] requested a 100ml infusion”*; (ii) if the Player had requested a 100 mL infusion this would not have been refused and would not have posed a challenge; and (iii) the Clinic was aware of the Player’s status as a professional athlete and his adherence to anti-doping regulations. The Clinic did not provide the relevant doctors’ contact details as requested by the ITIA, nor responded to the ITIA’s requests as to what was specifically discussed between the Player and the doctor(s).
21. On 7 March 2025, the ITIA sent the Player a formal Charge Letter, asserting that the Player had committed two ADRVs in breach of TADP Article 2.2.

III. Consequences

22. The Player has admitted the commission of two ADRVs in breach of TADP Article 2.2 and has accepted a two-year Period of Ineligibility, with six months of that Period of Ineligibility suspended as a result of Substantial Assistance provided to the ITIA.
23. The reasons for this are set out below.

A. Period of Ineligibility

(i) TADP Article 10.2 – Analysis of Intent

24. This is the Player's first anti-doping rule violation.
25. As explained in the comment to Article 2.2 of the Code, an ADRV of Use may be established by any reliable means, such as admissions by the athlete and documentary evidence. The relevant standard the ITIA must meet is that of comfortable satisfaction, which is defined as *“greater than a mere balance of probability but less than proof beyond a reasonable doubt”* and must be applied *“bearing in mind the seriousness of the allegation which is made”* (Article 3.1 of the TADP).
26. The evidence shows, and the Player admits, that the two infusions he received were both in excess of 100 mL in 12 hours, that he did not have a Therapeutic Use Exemption (whether at the time or retrospectively) that covered the infusions, and that the infusions were not received in the course of hospital treatments, surgical procedures, or clinical diagnostic investigations. Thus, two ADRVs of the Use of a Prohibited Method are established to the required standard of comfortable satisfaction.
27. Turning then to the applicable Period of Ineligibility and specifically to the question of intent, the Prohibited Method in question is a Specified Method, which, pursuant to the comment to Article 4.2.2 of the Code means that it is not *“considered less important or less dangerous than other doping [methods]”* but is *“more likely to have been consumed or used by an Athlete for a purpose other than the enhancement of sport performance”*.
28. As a result, the Use of this Prohibited Method is rebuttably presumed not to be *“intentional”* within the meaning of Articles 10.2.1 and 10.2.3 of the TADP, and will result in a two year sanction

unless the ITIA can prove, to the same standard of comfortable satisfaction as for the underlying ADRVs, that the Player intentionally committed the ADRVs (in which case a four year sanction would apply).

29. TADP Article 10.2.3 explains that in this context *“the term ‘intentional’ is meant to identify those Players or other Persons who engage in conduct that they knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk”*.
30. When considering this concept, CAS jurisprudence has indicated that *“the term ‘intent’ should be interpreted in a broad sense. Intent is established – of course – if the athlete knowingly ingests a prohibited substance. However, it suffices to qualify the athlete’s behaviour as intentional, if the latter acts with indirect intent only, i.e., if the athlete’s behaviour is primarily focused on one result, but in case a collateral result materializes, the latter would equally be accepted by the athlete. If – figuratively speaking – an athlete runs into a ‘minefield’ ignoring all stop signs along his way, he may well have the primary intention of getting through the ‘minefield’ unharmed. However, an athlete acting in such (reckless) manner somehow accepts that a certain result [...] may materialize and therefore acts with (indirect) intent”* (CAS 2012/A/2822). This award was discussed in CAS 2023/A/9513, where the relevant panel endorsed the above passage and held that *“[f]or the concept of indirect intent to apply, two prerequisites need to be fulfilled. First, the Appellant must have known that his conduct involved a significant risk. Second, the Athlete must have manifestly disregarded that risk”*.
31. In the present case, when considered in isolation, the primary evidence on record relating to the Player’s intent in receiving the infusions – being the contemporaneous exchanges between the two players – can be read to indicate a degree of recklessness and/or intentionality behind the Player’s ADRVs. However, when considered in the broader context, including: (i) the Player’s documented care with his approach to anti-doping in other instances; (ii) the Player’s assertions that he requested an infusion of 100 mL and the Clinic’s confirmation that there may have been a misunderstanding, noting the clinicians’ first language is not English; (iii) the Player’s subsequent apparent attempt to verify whether the infusion fell within the limits of what is permitted under anti-doping regulations; and (iv) the inability of the ITIA and the Player to contact the doctors at the Clinic directly, the ITIA does not consider that an Independent Tribunal would accept that the high standard required to establish intention is satisfied in the particular circumstances of this case.
32. Therefore, the rebuttable presumption that the Player’s anti-doping rule violation was not *“intentional”*, within the meaning of TADP Articles 10.2.1 and 10.2.3, is effective such that the two-year period of Ineligibility set out in TADP Article 10.2.2 applies as a starting point.

(ii) TADP Article 10.6 – Analysis of Fault or Negligence

33. With that said, and for the same reasons as set out above, there is no scope to reduce the Player’s Period of Ineligibility under Article 10.6 of the TADP (or on other fault related grounds).
34. TADP Article 10.6 provides that if a player establishes that they bear No Significant Fault or Negligence for the ADRV in question, the Period of Ineligibility may be reduced. *“No Significant Fault or Negligence”* is defined in the TADP as follows: *“The Player [...] establishing that their Fault or Negligence, when viewed in the totality of the circumstances and taking into account the*

criteria for No Fault or Negligence, was not significant in relation to the Anti-Doping Rule Violation”.

35. The facts and evidence in these proceedings demonstrate a significant degree of fault and negligence on the part of the Player. The Player is a very high level tennis player who has received anti-doping education over a number of years and is, by his own account, well aware of the high standard expected of him when it comes to meeting his anti-doping obligations. Irrespective of whether the Player requested an infusion of 100 mL or not, by his own admission he never sought to verify whether his request had been understood, including by taking the extremely simple step of looking at the IV bag containing the infusion.
36. The Player’s fault in this case is therefore substantial and does not meet the requirements for a reduction of his Period of Ineligibility on the basis of No Significant Fault or Negligence.

B. Substantial Assistance

37. TADP Article 10.7.1 provides that prior to an appellate decision, the ITIA may “*suspend a part of the Consequences*” imposed on a player where that player has provided Substantial Assistance that “*results in the ITIA or other Anti-Doping Organisation discovering or bringing forward an Anti-Doping Rule Violation by another Person*”.
38. According to the definition of Substantial Assistance, in order for Article 10.7.1 to apply, “*the information provided must be credible and must comprise an important part of any case or proceeding that is initiated*”.
39. Moreover, pursuant to Article 10.7.1.1, “*the extent to which the otherwise applicable period of Ineligibility may be suspended will be based on the seriousness of the Anti-Doping Rule Violation committed by the Player [...] and the significance of the Substantial Assistance provided by the Player [...] to the effort to eliminate doping in sport, non-compliance with the Code, and/or sport integrity violations. No more than three-quarters of the otherwise applicable period of Ineligibility may be suspended*”.
40. The ITIA acknowledges the Player’s provision of Substantial Assistance as defined. Taking into account that the Player’s ADRV involves a Specified Method, and that the Player provided information [REDACTED] the ITIA accepts that it would be appropriate to suspend part of the Player’s Period of Ineligibility.
41. The Player and the ITIA have agreed that having considered all of the circumstances, 25% of the Player’s two-year Period of Ineligibility, amounting to six months in total, will be suspended under Article 10.7.1 of the TADP.

C. Commencement of Period of Ineligibility and Credit for Provisional Suspension

42. Pursuant to Articles 10.13 and 10.13.2 of the TADP, the Period of Ineligibility will start on the date that this agreed sanction is accepted by the Player, with credit for the provisional suspension already served.
43. The Player accepted a provisional suspension on 12 December 2024 and is entitled to credit for the period of provisional suspension served from then until the date of this agreed sanction.

Accordingly, the Player will serve the remainder of the period of Ineligibility from the date of this decision, and his ineligibility will expire at midnight on 11 June 2026.

D. Disqualification of results

44. Finally, TADP Article 10.10 states that “[u]nless fairness requires otherwise” then the “results obtained by the Player in Competitions taking place in the period starting on the date the [...] Anti-Doping Rule Violation occurred and ending on the commencement of any Provisional Suspension or Ineligibility period, will be Disqualified, with all of the resulting consequences, including forfeiture of any medals, titles, ranking points and Prize Money”.
45. Article 10.1 of the Code applies to the disqualification of results in an Event, and the ITIA accepts that it may apply by analogy in the present case. This Article provides that “[f]actors to be included in considering whether to Disqualify other results in an Event might include, for example, the seriousness of the Athlete’s anti-doping rule violation and whether the Athlete tested negative in the other Competitions”.
46. The Player’s ADRVs were committed in December 2023, however he was not charged until they became known to the ITIA in late 2024. In the meantime, the Player participated in a number of events and provided 13 in- and out-of-competition doping control samples, each of which tested negative. The ITIA therefore accepts that “fairness requires” the disqualification of the Player’s results from the date of his first ADRV on 16 December 2023 until his first subsequent negative doping control sample, which was provided on 3 February 2024.
47. In accordance with TADP Article 10.10, the Player’s results during his disqualification period shall include the forfeiture of any medals, titles, ranking points, and prize money received during the following events:
 - 47.1 Brisbane International (Brisbane, Australia between 1-7 January 2024) – singles and doubles draws;
 - 47.2 ASB Classic (Auckland, New Zealand between 8-14 January 2024) – singles and doubles draws; and
 - 47.3 Australian Open (Melbourne, Australia between 15-28 January 2024) – singles, doubles and mixed doubles draws.

C. Costs

48. Each party shall bear its own costs of dealing with this matter.

D. Publication

49. In accordance with 2025 TADP Article 8.6, this decision will be publicly reported by being posted (in full and/or summary form) on the ITIA’s website. However, certain elements of this decision have been redacted in order to preserve confidentiality.

E. Acceptance by the Player

50. The Player has accepted the consequences proposed above by the ITIA for his anti-doping rule violations and has expressly waived his right to have those consequences determined by the Independent Tribunal at a hearing.

IV. Rights of appeal

51. This decision constitutes the final decision of the ITIA, resolving this matter pursuant to 2025 TADP Article 7.14.
52. Further to 2025 TADP Article 13.2.1, each of WADA and Sport Integrity Australia (**SIA**) has a right to appeal against this decision to the CAS in Lausanne, Switzerland, in accordance with the procedure set out at 2025 TADP Articles 13.8 and 13.9.
53. As part of the resolution of this matter, the Player has waived his right to appeal against or otherwise challenge any aspect of this decision (both as to the finding that the Player has committed anti-doping rule violations and as to the imposition of the consequences set out above), whether pursuant to 2025 TADP Article 13.2.1 or otherwise. However, if an appeal is filed with the CAS against this decision either by WADA or SIA, the Player will be entitled (if so advised) to exercise his right of cross-appeal in accordance with 2025 TADP Article 13.9.4.

Issued Decision of the ITIA

London, 29 April 2025

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