

# BETTING AND MATCH FIXING POLICY

<b>Approving authority</b>	Baseball Queensland Board of Management
<b>Approval date</b>	17 March 2022
<b>Next scheduled review</b>	2024
<b>Related documents</b>	<a href="#">Baseball Australia National Integrity Framework</a> <a href="#">Baseball Queensland Privacy Policy</a> <a href="#">National Policy on Match Fixing in Sport</a> <a href="#">Sports Integrity Australia: Integrity Partners and Contacts</a> <a href="#">Sports Integrity e-book: Helping you know and manage the risks</a>

## 1. INTRODUCTION

- 1.1 Baseball Queensland recognises that while betting may be a legitimate pursuit in certain circumstances, sport must safeguard against illegal or fraudulent betting and match-fixing. Illegal betting on sport and associated match-fixing is an emerging and critical issue globally, for sport, the betting industry and governments alike.
- 1.2 Baseball Queensland, Member Organisations and Authorised Providers have an obligation to address the threat of illegal betting and match-fixing and the corruption that flows from it.
- 1.3 Baseball Queensland, Member Organisations and Authorised Providers have zero tolerance for illegal betting and match-fixing.
- 1.4 The purpose of this Betting and Match-Fixing Policy (Policy) is to:
  - 1.4.1 protect and maintain the integrity of our sport in Queensland;
  - 1.4.2 protect against any efforts to impact improperly the result of any match or event;
  - 1.4.3 establish uniform rules and a consistent scheme of enforcement and penalties;
  - 1.4.4 educate Participants and Clubs about the potential risks associated with illegal betting and match-fixing;
  - 1.4.5 ensure Participants and Clubs are aware of their responsibilities with regard to safeguarding the integrity of our sport; and
  - 1.4.6 adhere to the National Policy on Match-Fixing in Sport.

## 2. APPLICATION OF POLICY

This policy is to be read with the provisions set out in the BA National Integrity Framework (Framework). Terms not defined in this Policy are defined terms in the Framework.

## 3. SCOPE

- 3.1 This Policy applies to all Participants, Regions and Clubs. For clarity this includes, but is not limited to:
  - 3.1.1 Athletes;
  - 3.1.2 Athlete and Team Support Personnel;
  - 3.1.3 Officials;
  - 3.1.4 Administrators; and
  - 3.1.5 Directors, Employees and Volunteers of Baseball Queensland, Member Organisations and Authorised Providers.
- 3.2 Baseball Queensland strongly encourages Participants in our sport to read and understand this Policy. Baseball Queensland will endeavour to provide information, guidance and support throughout all levels of the sport relating to illegal betting and match-fixing.

## 4. EDUCATION

- 4.1 For the purposes of clause 9 of the Framework, Baseball Queensland will include in its education strategy material that specifically addresses the matters covered under this Policy.

Baseball Queensland will either use existing programs such as the Department of Health's "Keep Australian Sport Honest" online education program or will develop and implement appropriate education and prevention programs and initiatives designed to promote the key messages of this Policy. The programs will be delivered to target groups through appropriate mediums.

- 4.2. All new Participants, including Directors, Employees and Volunteers, must complete an illegal betting and match-fixing education program available through Sports Integrity Australia (<https://www.sportintegrity.gov.au/what-we-do/match-fixing#toc3>):
- (a) prior to competing in any Event or Competition; or
  - (b) within two months of commencing employment or a voluntary engagement.

## 5. PROHIBITED CONTACT

- 5.1. For the purposes of clause 12 of the Framework, it is Prohibited Conduct when a Participant or Club to whom this Policy applies engages, directly or indirectly, in any of the following conduct alone or in conjunction with another or others:
- (a) Betting, gambling or entering into any other form of financial speculation on any Competition or on any Event, or on any incident or occurrence in a Competition or Event. For the avoidance of doubt, any bets placed by a betting syndicate or group, such as a "Punter's Club", of which the Participant is a member, shall be treated as if the bet was placed by the Participant as an individual;
  - (b) Providing or disclosing Inside Information to any person and/or entity, whether or not for any gift, payment or benefit, where the Participant or Club knew or should have known that such disclosure might lead to the information being used for the purposes of betting, any form of manipulation of any Competition or Event or any other corrupt purpose;
  - (c) Communicating in any way, including by using a mobile phone, computer or other device, information that might give another person an unfair advantage if they were to engage in gambling related to that information, other than as required as part of acquitting official duties;
  - (d) Participating (whether by act or omission) in match-fixing or attempted match-fixing by:
    - (i) deliberately underperforming or "tanking", including by not selecting the best available team or not playing to one's merit, as part of an arrangement relating to betting on the outcome of, or any contingency within, a Competition or Event;
    - (ii) deliberately over-performing or "stacking", by playing athletes below their normal level to improve a Team's chance of winning, as part of an arrangement relating to betting on the outcome of, or any contingency within, a Competition or Event;
    - (iii) deliberately fixing, or exerting any undue influence on, any occurrence within any Competition or Event, as part of an arrangement relating to betting on the outcome of, or any contingency within, a Competition or Event;
    - (iv) inducing or encouraging any Participant or Club to deliberately underperform as part of an arrangement relating to betting on the outcome of, or any contingency within, a Competition or Event; or
    - (v) ensuring, or unduly influencing, that a particular incident that is the subject of a bet either does or does not occur;
  - (e) Notwithstanding clause 13.1 of the Framework, failing to report to Sports Integrity Australia at the first available opportunity, full details of:
    - (i) any approaches or invitations received by the Participant or Club to engage in conduct or incidents that could amount to Prohibited Conduct under this Policy; or
    - (ii) any incident, fact or matter that comes to the attention of the Participant or Club (or of which they ought to have been reasonably aware) including approaches or invitations that have been received by another Participant to engage in conduct that could amount to Prohibited Conduct under this Policy;
  - (f) Providing or receiving any gift, payment or benefit that might reasonably be expected to bring the Participant, Club or the sport into disrepute; or
  - (g) Facilitating, assisting, aiding, abetting, encouraging, covering-up or being complicit in any other way in Prohibited Conduct.
- 5.2. For the avoidance of doubt, betting, gambling and financial speculation includes, but is not limited to, any payment or reward, whether monetary or not, on or to influence or effect, the occurrence of an incident or outcome.

- 5.3. Any attempt or any agreement to act in a manner that would culminate in Prohibited Conduct shall be treated as if the relevant Prohibited Conduct had occurred, whether or not the Prohibited Conduct actually occurred as a result of the attempt or agreement to act.
- 5.4. In determining whether Prohibited Conduct has occurred, the following are not relevant:
  - (a) Whether or not the Participant is participating in the Competition or Event concerned;
  - (b) Whether or not the outcome of the Competition or Event occurred on which the bet was made or intended to be made;
  - (c) Whether or not any gift, payment, benefit or other consideration was actually given or received;
  - (d) The nature or outcome of the Bet;
  - (e) Whether or not the Participant's effort or performance in the Competition or Event concerned was (or could be expected to be) affected by the acts or omission in question; and
  - (f) Whether or not the result of the Competition or Event concerned was (or could be expected to be) affected by the acts or omission in question.
- 5.5. If a Participant or Club knowingly assists or is a party to "covering up" Prohibited Conduct, that Participant or Club will be treated as having engaged in the Prohibited Conduct personally.
- 5.6. Nothing in this clause 5 prevents an allegation of Prohibited Conduct being referred to an external party in accordance with clause 14.4 of the Framework.

## **6. REPORTING**

All instances of Prohibited Conduct under this Policy should be reported in accordance with clause 13 of the Framework. Breaches of this Policy relating to illegal betting or match-fixing activity can be reported to the police, which can be done anonymously via Crime Stoppers at <https://www.crimestoppers.com.au/> or by telephone on 1800 333 000.

## **7. INVESTIGATIONS**

- 7.1. Investigations into conduct that may constitute Prohibited Conduct under this Policy will be conducted in accordance with clause 14 of the Framework.
- 7.2. An external investigator may be appointed to conduct or assist with an investigation if necessary.

## **8. DISPUTING A BREACH**

- 8.1. An allegation of Prohibited Conduct under this Policy or an alleged breach of this Policy will be managed in accordance with clause 15 of the Framework.
- 8.2. A Person subject to an allegation of Prohibited Conduct or an alleged breach of this Policy may have their matter referred to a hearings tribunal in accordance with clause 15.2 of the Framework and to an appeals tribunal in accordance with clause 15.4 of the Framework.

## **9. SANCTIONS**

A hearings tribunal or appeals tribunal may apply sanctions in accordance with clause 15.3 and clause 15.4, respectively, of the Framework.

## **10. INFORMATION SHARING**

- 10.1. Baseball Queensland may share personal information relating to Participants with Betting Operators, law enforcement agencies, government agencies or other sporting organisations to prevent and investigate match-fixing incidents.
- 10.2. In sharing information Baseball Queensland will remain bound by the legal obligations contained in the Privacy Act 1988 (Cth) and Baseball Queensland's Privacy Policy.

## **11. MONITORING BY BETTING OPERATORS**

- 11.1. Baseball Queensland will work with Betting Operators to help ensure the ongoing integrity of the Competitions and Events played under the auspices of Baseball Queensland, Member Organisations and Authorised Providers.
- 11.2. Baseball Queensland will request Betting Operators monitor and conduct regular audits of their databases and records to monitor the incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Participants have engaged in conduct that is Prohibited Conduct under this Policy.
- 11.3. In order to enable the Betting Operators to conduct such audits, Baseball Queensland may, from time to time and subject to any terms and conditions imposed by Baseball Queensland

- (including in relation to confidentiality and privacy), provide to Betting Operators details of Participants for the purposes of assisting Betting Operators in detecting Prohibited Conduct.
- 11.4. Baseball Queensland will request that Betting Operators provide Baseball Queensland with regular written reports on incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Participants have engaged in conduct that is Prohibited Conduct under this Policy.
  - 11.5. All requests for information or provision of information by Baseball Queensland or a Betting Operator shall be kept strictly confidential and shall not be divulged to any third party or otherwise made use of except where required by law or where information is already in the public domain other than as a result of a breach of this Policy, and all Baseball Queensland agreements with Betting Operators must contain provisions to this effect. For the avoidance of doubt, any information gathered by or reported to Baseball Queensland may be used to enforce this Policy.

## 12. COMMERCIAL AGREEMENTS

- 12.1. Baseball Queensland acknowledges that betting is a legal activity and recognises that Betting Operators may wish to enter commercial agreements to promote their business.
- 12.2. Baseball Queensland will not usually enter into commercial agreements with Betting Operators and if this is done it will be subject to any applicable legislative requirements.
- 12.3. For the avoidance of doubt, commercial agreements include but are not limited to, sponsorships, partnerships and any agreements to supply data or vision in any format including via third parties.
- 12.4. Any sponsorship or partnership agreements between Baseball Queensland and Betting Operators will be entered into subject to due consideration of Baseball Queensland's values and principles as set out in the BA National Integrity Framework and will include terms and conditions to support and maintain the integrity of baseball competitions.
- 12.5. A Member Organisation or Club may enter into a commercial arrangement with a Betting Operator only with the prior written consent of Baseball Queensland. Such consent may be withheld at the discretion of Baseball Queensland and specifically where the proposed commercial arrangement:
  - (a) conflicts with an existing commercial arrangement held between Baseball Queensland and a Betting Operator(s);
  - (b) is with a Betting Operator with whom Baseball Queensland has not entered into an integrity agreement as required under the National Policy on Match-Fixing in Sport and recognised by the applicable state gambling regulator; or
  - (c) is contrary to the interests of the sport of baseball.
- 12.6. A Participant shall not be permitted to:
  - (a) enter into any form of commercial arrangement with a Betting Operator;
  - (b) promote a Betting Operator; or
  - (c) have any form of commercial arrangement with a Betting Operator.

## 13. CHANGES TO THIS POLICY

Baseball Queensland reserves the right to vary or replace this Policy at any time. Changes are effective upon posting the amended Policy on Baseball Queensland's website. It is the responsibility of all Participants to remain informed of any amendments or updates to this Policy. Printed copies of this Policy may not be up to date; it is recommended that the current version of the Policy be accessed via Baseball Queensland's website.

## 14. DEFINITIONS

**Betting Operator** means any company or other undertaking that promotes, brokers, arranges or conducts any form of betting activity in relation to the sport of baseball in Australia.

**Inside Information** means any information relating to any Competition or Event that a Participant possesses by virtue of their position but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant Competition or Event. Such information includes, but is not limited to, factual information regarding the competitors in the Competition or Event, a Team's actual or likely composition, the form of individual athletes or their playing or injury status, tactical considerations or any other aspect of the Competition or Event.

**National Policy on Match-fixing in Sport** means the Policy endorsed, on 10 June 2011, by all Australian sports ministers on behalf of their governments, with the aim of protecting the integrity of Australian sport.

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## 15. DEVELOPMENT, REVIEW AND APPROVAL HISTORY

Version No	Developed/ Modified by	Content authorised by	Approving Officer	Date of Effect	Last Reviewed
1	Andrea Marshall	Chris Norrie	Board of Management	17/03/2022	17/03/2022