

ITF DAVIS CUP REGULATIONS



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A. THE COMPETITION

1. Title and format

- 1.1 The Davis Cup, which is the ITF's Official Team Championship for men, is owned by the ITF and managed by the ITF and ITFL.
- 1.2 The Competition will be played in the following format:
 - 1.2.1 The Qualifiers, consisting of one knock-out round of 12 Home & Away Ties to be played between 24 Nations (selected in accordance with Regulation 20.1.1) to determine which 12 Nations advance to the Finals Week and which 12 Nations participate in World Group I.
 - 1.2.2 The World Group I and World Group II Play-offs consisting of:
 - 1.2.2.1 World Group I Play-offs: one knock-out round of 12 Home & Away Ties to be played between 24 Nations (selected in accordance with Regulation 22.4.1), to determine which 12 Nations participate in World Group I and which 12 Nations participate in World Group II;
 - 1.2.2.2 World Group II Play-offs: one knock-out round of 12 Home & Away Ties to be played between 24 Nations (selected in accordance with Regulation 22.4.3), to determine which 12 Nations participate in World Group II and which 12 Nations participate in Group III; and
 - 1.2.3 World Groups I and II: each consisting of one knock-out round of 12 Home & Away Ties to be played between 24 Nations (selected in accordance with Regulation 22.4).
 - 1.2.4 Regional Groups III and IV, each including Nations from different geographic zones (Group III from (i) Europe (ii) Africa, (iii) Americas, and Asia/Oceania and Group IV from (i) Europe/Africa, (ii) Americas, and (iii) Asia/Oceania), playing a round robin competition.
 - 1.2.5 The Finals Week, an event to be played by 16 Nations (the two finalists of the previous edition of the Davis Cup competition, the 12 winners of the Qualifiers, and two Wild Cards) over four rounds and a minimum of seven days (a round robin round, and three straight knock-out rounds: Quarter-Finals, Semi-Finals and Final), to determine the champion Nation.

2. Rules and Regulations

- 2.1 The Competition will take place in accordance with the following (collectively, the **Rules and Regulations**): these Davis Cup Regulations, including the attached schedules (together, the **Regulations**), the ITF Constitution, the Rules

of Tennis, the ITF Duties and Procedures for Officials, the Hosting Manual, the Commercial Letter(s), the Financial Letter, the Tennis Anti-Doping Programme, the Tennis Anti-Corruption Program, and any other rules, policies or documents issued by the ITF from time to time that apply according to their terms to the Competition, each as amended from time to time. Unless specified otherwise, the provisions in the Rules and Regulations apply to all levels of the Competition.

- 2.2 By submitting an entry and/or by participating in the Competition, a Nation and each of its Team Members is deemed to have agreed to be bound by and to comply with the Rules and Regulations and will be liable for the consequences set out in the Rules and Regulations in case of any breach. The ITF may require a Nation and/or its Team Members to sign and return a consent form specifically confirming such agreement, but the agreement is legally binding whether they do so or not.
- 2.3 Defined terms used in these Rules and Regulations (denoted by initial capital letters) have the meaning given to them in Schedule 1. In addition, Schedule 1 includes certain rules of interpretation to be used in interpreting and applying the Rules and Regulations.
- 2.4 The Regulations may be altered as specified in the ITF Constitution. The expectation is that they will be altered at least annually so that a new and bespoke version applies for each new edition of the Davis Cup competition. Consequently, no Nation or other person acquires any accrued or vested rights under these Regulations, or any legitimate expectation, in relation to future editions of the Davis Cup competition.

3. Personal data

- 3.1 All personal data submitted by Nations and/or Team Members will be processed in accordance with applicable data protection laws. Nations and Team Members acknowledge and agree that personal data is processed by the ITF for the purposes of administering the Davis Cup competition, enforcing the Rules and Regulations, and maintaining the integrity of the sport.

B. MANAGEMENT OF THE COMPETITION

4. The Board

- 4.1 The Competition will be managed by the Board and/or its delegate(s).
- 4.2 The powers and duties of the Board in respect of the Competition include the following:
 - 4.2.1 to take such steps as are necessary (including intervening in the organisation of any Tie or Event) to protect the best interests of the Competition;

- 4.2.2 to refuse or revoke the entry of any Nation in the Competition in accordance with Regulation 15.2;
 - 4.2.3 to determine that Ties may not be hosted by a Nation for a specified period where in the Board's opinion that Nation is unable to conduct a Tie in the manner required to maintain the integrity of the Competition and/or the safety of the participants, spectators, and/or personnel, or otherwise in accordance with its obligations under the Rules and Regulations;
 - 4.2.4 to decide disputes arising in connection with all financial matters;
 - 4.2.5 to decide the scale of Prize Money (in agreement with the Steering Committee) and Participation Payments to Nations, based on decisions taken at an Annual General Meeting;
 - 4.2.6 to appoint a Tournament Director for the Finals Week (unless a third party Finals Week Organiser is appointed, in which case the Board will appoint a Steering Committee, and the Steering Committee will appoint the Tournament Director for the Finals Week);
 - 4.2.7 to license or assign Commercial Rights to third parties;
 - 4.2.8 to register in the name of the ITF any trade marks in connection with the Davis Cup competition and to protect such trademarks; and
 - 4.2.9 to exercise any other powers and fulfil any other duties assigned to the Board in the Rules and Regulations.
- 4.3 Subject to Regulation 15.2, all decisions of the Board in respect of the Competition will be made in accordance with the quorum and majority requirements specified in the ITF Constitution.

5. The Davis Cup Committee

- 5.1 The Board will appoint a Davis Cup Committee, in accordance with the ITF Constitution and the committee's terms of reference. Each member of the Davis Cup Committee must be from a different Nation (except that one member could be from the Nation that the ITF President comes from), which Nation must have played in the Davis Cup competition in at least 10 separate years.
- 5.2 The powers and duties of the Davis Cup Committee will be:
 - 5.2.1 to manage the Competition as delegated by the Board, including in liaison with the Finals Week Organiser and/or other relevant ITF designee;
 - 5.2.2 to liaise with the Steering Committee and the Tournament Director regarding the organisation of the Finals Week;

- 5.2.3 to administer the funds of the Competition within the financial framework of the ITF;
- 5.2.4 to use the funds of the ITF for any necessary expenditure in the general interests of the Competition;
- 5.2.5 to request further details of the income and expenditure set out in any Statement of Accounts (if necessary);
- 5.2.6 to submit regular reports to the Board, including on all financial matters; and
- 5.2.7 to exercise any other powers and fulfil any other duties assigned to it by the Board or in the Rules and Regulations.

6. Executive Director

- 6.1 The ITF will appoint an Executive Director for the Competition who will:
 - 6.1.1 implement and enforce the decisions relating to the Competition rendered by the Board, the Davis Cup Committee, the ITF Internal Adjudication Panel, the Independent Tribunal, and the CAS;
 - 6.1.2 co-ordinate the arrangements for the Competition;
 - 6.1.3 liaise with and advise the Steering Committee and the Tournament Director regarding the proper organisation of the Finals Week; and
 - 6.1.4 be the representative of the Board for the purposes of any correspondence or notices required under the Rules and Regulations.

7. Finals Week Organiser

- 7.1 The Board may appoint a third party organiser to take on some or all of the Board's responsibilities in relation to the event organisation of the Finals Week.

8. The Steering Committee

- 8.1 If the Board appoints a Finals Week Organiser, a Steering Committee will be established to oversee the strategic direction of the Finals Week, and to manage the relationship between the ITF and the Finals Week Organiser, in accordance with the powers and duties set out in its terms of reference.
- 8.2 The Steering Committee will be made up of two ITF representatives, one representative of the Finals Week Organiser, and a former player.

9. Tournament Director

- 9.1 The Board, or (if the Board appoints a Finals Week Organiser) the Steering Committee, will appoint a Tournament Director for the Finals Week who will:

9.1.1 attend and manage the Finals Week; and

9.1.2 liaise with the Davis Cup Committee and the Executive Director regarding the organisation of the Finals Week.

C. PERSONNEL

10. Appointment of Officials

10.1 Officials will be appointed in accordance with the following table at least 21 days before the first match in the Tie or Event in question:

Position	Minimum number to be appointed	Appointing body	Qualifications required (if applicable)
Finals Week			
Referee	<u>9</u>	DCC	ITF Certified Official Gold badge
Neutral Chair Umpire	<u>12</u>	DCC	ITF Certified Official Silver badge or higher
Chief Umpire	<u>5</u>	DCC	ITF Certified Official Silver badge or higher
Line Umpires	Reasonable number depending on number of courts and sessions	ITF	Experience at international-level events
Review Official (if review or live electronic line calling is in use)	<u>12</u>	DCC	ITF Certified Official Review Official certification
Qualifiers			
Referee	1	DCC	ITF Certified Official Silver badge or higher
Neutral Chair Umpire	2	DCC	ITF Certified Official Silver badge or higher

Chief Umpire	1	Home Nation (approved by ITF)	ITF Certified Official Silver badge or higher
Line Umpires	20	Home Nation (approved by ITF)	Experience at international- level events
Review Official (if <u>review</u> or <u>live</u> electronic line calling is in use)	<u>1-2</u>	DCC	ITF Certified Official Review Official certification
World Groups I and II and World Group I and II Play-offs			
Referee	1	DCC	ITF Certified Official Silver badge or higher
Neutral Chair Umpire	2	DCC	ITF Certified Official Bronze badge or higher
Chief Umpire	1	Home Nation (approved by ITF)	ITF Certified Official White badge or higher
Line Umpires	16	Home Nation (approved by ITF)	Experience at international- level events
Review Official (if <u>review</u> or <u>live</u> electronic line calling is in use)	<u>1-2</u>	DCC	ITF Certified Official Review Official certification
Regional Groups III and IV			
Referee	1	ITF	ITF Certified Official Silver badge or higher
Chair Umpire	Reasonable number depending on number of participating nations and courts	ITF	ITF Certified Official White badge or higher

Chief Umpire	1	Host Nation (approved by ITF)	ITF Certified Official White badge or higher
Line Umpires	Reasonable number depending on number of participating nations and courts	Host Nation (approved by ITF)	Experience at national- level events

- 10.2 All Officials nominated by a Home/Host Nation are subject to the approval of the ITF, whose decision will be final.
- 10.3 Home/Host Nations that are unable to comply with the requirements of Regulation 10.1 must contact the ITF for advice and direction as soon as practicable, but in any event at least five weeks before the first match in the Tie/Event in question.
- 10.4 In addition to any duties set out in these Regulations, the duties of Officials are set out in the ITF Duties and Procedures for Officials.

11. Appointment of Tie/Event personnel

- 11.1 The ITF will appoint an ITF Event Manager to assist with the operational management in the lead-up to each Tie/Event. The ITF will decide whether or not it is necessary for the appointed ITF Event Manager to attend a Tie/Event in person.
- 11.2 For the Finals Week, the ITF will appoint (at a minimum) the following Event personnel:
- 11.2.1 a chief of ball-persons;
 - 11.2.2 a reasonable number of ball-persons (depending on the number of courts and sessions);
 - 11.2.3 a Security Officer;
 - 11.2.4 a Media Manager;
 - 11.2.5 an Independent Doctor; and
 - 11.2.6 racquet stringers (to be available from the day that the first Players arrive at the Finals Week venue).

- 11.3 For Qualifier, World Groups I and II, and World Groups I and II Play-off Ties, the Home Nation must appoint (at a minimum) the following personnel to attend its Tie by the applicable deadline set out in the table below:

Tie personnel	Appointment deadline	Language requirements
Official Organiser	No later than the Questionnaire Deadline	Fluent in English
Security Officer	No later than the Questionnaire Deadline	n/a
Visiting Nation Team Host	No later than one week prior to the arrival of the first member of the Visiting Nation at the Tie venue	Highly proficient in spoken English or the language of the Visiting Nation
Independent Doctor	No later than one week prior to the first day of play in the Tie	Proficient in spoken English
Chief of ball-persons	To be decided by the Home Nation	n/a
Reasonable number of ball-persons (depending on the number of courts and sessions)	To be decided by the Home Nation	n/a
Media Manager	No later than two weeks prior to the first day of play in the Tie	Highly proficient in written and spoken English
Racquet stringers	Must be operational at least four days prior to the first day of play in the Tie	n/a

- 11.4 For Regional Group III and IV Events, the Host Nation must appoint (at a minimum) the following Event personnel to attend its Event by the applicable deadline set out in the table below:

Tie personnel	Appointment deadline	Language requirements
Official Organiser	No later than 10 days after the DCC appoints the Host Nation	Fluent in English
Security Officer	No later than 10 days after the DCC appoints the Host Nation	n/a

Independent Doctor (although they may be on-call only)	No later than the first day of play in the Event	Proficient in spoken English
Sports Physiotherapist	No later than two days prior to the first day of play in the Event	Proficient in spoken English
Chief of ball-persons	Recommended, but not required	n/a
Reasonable number of ball-persons (depending on the number of courts and sessions)	No later than the first day of play in the Event	n/a
Media Manager	Recommended, but not required	n/a
Racquet stringer	Must be operational at least four days prior to the first day of play in the Event	n/a

12. Powers and duties of different Officials/personnel

12.1 Referee

12.1.1 The Referee is the onsite representative of the ITF.

12.1.2 When the Referee is assisted by a neutral Chair Umpire, the Referee will be seated in close proximity to the court. Otherwise, the Referee is to be given a seat on the court with a clear view of the court.

12.1.3 The Referee's duties include:

12.1.3.1 arriving onsite at the Tie/Event venue no later than the day specified by the ITF;

12.1.3.2 inspecting the match court and practice courts where necessary;

12.1.3.3 convening a Captains' Meeting in accordance with Regulation 44;

12.1.3.4 ensuring that all playing arrangements for the Tie/Event are satisfactory;

12.1.3.5 ensuring that the programme of play is arranged in accordance with Regulation 50, and if necessary changing the time for the start of play;

- 12.1.3.6 ensuring that Chair Umpires and Line Umpires have been appointed, and (if necessary) appointing substitutes for any umpires during the course of a match;
 - 12.1.3.7 ensuring the uniform administration of the Rules and Regulations onsite;
 - 12.1.3.8 deciding any disputes or questions of interpretation that arise onsite in relation to the Rules and Regulations;
 - 12.1.3.9 deciding whether to stop or postpone a match or to transfer it indoors or to another surface due to the state of the courts, bad weather, darkness, or other factor, and, if the match is stopped or postponed, deciding if and when play should resume;
 - 12.1.3.10 enforcing (or instructing a Chair Umpire to enforce) the Code of Conduct (for example, and without limitation, ensuring that all Team Members comply with rules on dress and equipment; ensuring that any disturbance or interference with play is addressed appropriately);
 - 12.1.3.11 ensuring that changes to Player selections (including on health grounds) are made in accordance with Regulation 41;
 - 12.1.3.12 changing the decision of a Line Umpire or Chair Umpire, or ordering a point to be replayed, when a very clearly incorrect factual decision has been made. (The Referee only has this authority when there is a non-neutral Chair Umpire officiating and the Referee is sitting on court. The intention is to give the Referee power to correct very clear mistakes, not to become a second Chair Umpire);
 - 12.1.3.13 ensuring that only the on-court Officials and the nominated Players/Captain of each Nation are present for any on-court Opening, Team Presentation and Closing Ceremony; and
 - 12.1.3.14 after the Tie, submitting a report of the Tie to the ITF for distribution to the two Nations that played in the Tie.
- 12.1.4 The Referee's powers include the following:
- 12.1.4.1 Subject to Regulation 74.2, the Referee will have the following powers in relation to misconduct by a Team Member onsite before, during, and/or after a Tie:
 - (a) In the case of the Captain, the Referee may give a formal warning. On or after issuing a second formal warning, the Referee may remove the Captain from his

duties for the match and/or for any or all of the remaining matches of that Tie or Event (in which case the Captain may be replaced only by one of his Nation's nominated Players). Where warranted, the Referee may remove the Captain without a formal warning for a single incident of misconduct.

- (b) In the case of any Team Member (including a Captain), the Referee may order that the Team Member (i) have his accreditation revoked, (ii) be removed from the Tie/Event venue, and/or (iii) be denied access to the Tie/Event venue for a specified period of time (including for the remainder of the Tie or Event). Prior to doing so, the Referee must use best efforts to obtain the approval of the Executive Director.
- (c) In addition to the above consequences, the Captain/Team Member is subject to the applicable provisions and penalties in the Code of Conduct.

12.1.4.2 The Referee may also make a recommendation to the ITF Internal Adjudication Panel that the Captain be disqualified from acting in that capacity, and/or as a Player, in subsequent Ties in the Competition, and/or in subsequent editions of the Davis Cup competition.

12.1.4.3 Prior to or during a Tie, the Referee may (in his absolute discretion) call off a match, Tie and/or Event in accordance with Regulation 29.10.1 and may (in consultation with the ITF) call off a Tie and/or Event in accordance with Regulation 58.

12.1.5 All decisions of the Referee are final.

12.2 *ITF Event Manager*

12.2.1 The ITF Event Manager is responsible, in conjunction with the Referee (where relevant), for overseeing the day-to-day operational running of the Tie or Event (excluding the Finals Week) in the lead-up to and onsite at the Tie/Event, to verify that it is carried out in accordance with these Regulations, the Hosting Manual and Commercial Letter.

12.2.2 For the Finals Week, the ITF event staff are responsible, in conjunction with the Referee, for overseeing the running of the Event in the lead-up to and onsite at the Event, to verify that all arrangements are carried out in accordance with these Regulations.

12.3 *Official Organiser*

12.3.1 The Official Organiser must arrive onsite on the same day as the Referee (or earlier) and remain onsite for the duration of the Tie.

12.3.2 The Official Organiser is responsible for:

12.3.2.1 the organisation and administration of the venue where the Tie/Event is to be played;

12.3.2.2 ensuring that the instructions of the Referee are carried out;

12.3.2.3 liaising with the Title Sponsor and International Sponsors to ensure that all applicable commercial requirements are properly addressed;

12.3.2.4 liaising with the Security Officer in relation to the security arrangements for the Tie/Event; and

12.3.2.5 liaising with the Referee and ITF Event Manager onsite to ensure the smooth running of the Tie/Event.

12.3.3 For the Finals Week, the Tournament Director will carry out the responsibilities of an Official Organiser.

12.4 *Security Officer*

12.4.1 The Security Officer is responsible for:

12.4.1.1 the formulation, administration and implementation of a security plan for the Tie/Event and all events and other sites associated with the Tie/Event;

12.4.1.2 meeting the requirements of any Security Guidelines issued by the ITF or the Davis Cup Committee from time to time;

12.4.1.3 ensuring that the organisation of the Tie/Event complies with all local laws, regulations and guidelines concerning the health, safety, security and welfare of all persons participating in and/or attending the Tie/Event; and

12.4.1.4 liaising with any relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and security of all participants and spectators and other attendees in the location of the Tie/Event.

12.4.2 The Security Officer may delegate any of the above duties to other suitably qualified persons, provided that the ITF is notified of such delegation.

12.5 *Media Manager*

- 12.5.1 For the duration of the Tie, the Media Manager must operate from the media room and be available to answer any media queries (including overseas phone calls) relating to the Tie/Event.

12.6 *Visiting Nation Team Host*

- 12.6.1 The Visiting Nation Team Host is responsible for assisting the Visiting Nation as necessary during the Tie/Event.

D. ENTERING THE COMPETITION

13. Eligibility of Nations

13.1 *General requirements*

- 13.1.1 Subject to Regulation 13.1.2, the Competition is open only to National Associations that are Class B Members of the ITF (as defined in the ITF Constitution).
- 13.1.2 The Board has granted a dispensation from Regulation 13.1.1 to the regional groups listed below, each of which may compete in the Competition as if it were a Nation:
 - 13.1.2.1 Pacific Oceania (including Players from associate member islands, but excluding players from Australia and New Zealand); and
 - 13.1.2.2 The Organisation of Eastern Caribbean States (OECS), including (for purposes of this Regulation) the Commonwealth of Dominica, Grenada, Montserrat, St. Kitts and Nevis, Saint Lucia, St Vincent and The Grenadines, British Virgin Islands, Anguilla and Martinique.

13.2 *Eligible Nations that cease to exist*

- 13.2.1 If the country or territory of a Nation that would otherwise have been eligible to participate in any part of the Competition is divided into two or more countries or territories, or is absorbed in whole or in part by another country or territory, or otherwise ceases to exist, the Davis Cup Committee will select another Nation to take the original Nation's place from:
 - 13.2.1.1 the newly created Nation(s) (if any); or
 - 13.2.1.2 the Nation(s) that would be selected as replacement Nations following the criteria set out under Regulation 17 if the original Nation is treated as a 'withdrawing' Nation (i.e. the

replacement Nation will be selected based on the level of the Competition in which the original Nation would have been eligible to compete in, and the time at which the original Nation ceases to exist).

- 13.2.2 The Davis Cup Committee may make any necessary consequential amendments to the composition of the World Groups I and II and Regional Groups.
- 13.2.3 Any newly created Nation that is eligible and enters the Competition but is not selected as the replacement for the original Nation will play in the lowest Group in its Region.
- 13.2.4 When a country divides into two or more countries or territories or is absorbed in whole or in part by another country or territory, or otherwise ceases to exist, the Davis Cup Committee shall decide which nation(s) (if any) is entitled to inherit the historical Davis Cup records for that country that ceases to exist.

14. Eligibility of Players and Captains

14.1 *General requirements*

- 14.1.1 To be eligible to represent a Nation in the Competition, a Player/Captain must:
 - 14.1.1.1 be male (if a Player);
 - 14.1.1.2 have reached his 14th birthday by the first day of the Tie (for Qualifier, World Groups I and II and Play-off Ties) or the Monday of the week of the Event (for the Finals Week and Regional Group III and IV Events);
 - 14.1.1.3 be in good standing with his National Association, meaning that:
 - (a) he is not serving a suspension imposed by (i) his National Association, (ii) the ITF, or (ii) any other body whose suspension is recognised by the ITF;
 - (b) both he and the National Association accept that he is under the National Association's jurisdiction while participating in Ties/Events for which it has nominated him;
 - (c) he makes himself available for selection for Official Team Championships and the Olympic Tennis Event;
 - (d) he respects the spirit of fair play and non-violence at all times; and

- (e) he agrees to be bound by and to comply with the Rules and Regulations, including (without limitation) agreeing to submit to anti-doping testing in accordance with the Tennis Anti-Doping Programme;
- 14.1.1.4 not have represented any other Nation in previous editions of the Davis Cup competition (other than the Junior Davis Cup) or in the Olympic Tennis Event. He shall be deemed to have represented another Nation in a previous edition of the Davis Cup competition if that Nation previously nominated him as its captain or as one of its players:
 - (a) for the Finals Week: at midday (local time at the Event) on the day before the first round robin match;
 - (b) for all other Events in the Competition: at the time of a draw for any Tie/Event in the Competition.
- 14.1.1.5 satisfy one of the following conditions in relation to the country/territory of the Nation that he wishes to represent:
 - (a) he is a citizen of that nation and has held a current valid passport of that nation for a minimum of two years (24 months) in the past five years;
 - (b) he is a citizen of that nation, but (in circumstances where that nation does not issue its own passport) has held a qualifying passport (issued by or on behalf of that nation) for a period of two years (24 months) which confirms the player's place of birth as that nation; or
 - (c) after a consecutive period of five years (60 months) of residence in that nation, he can provide a genuine reason for being unable to hold or make an application to hold a current valid passport where:
 - (i) he was born, or has a parent or grandparent who was born in that nation; or
 - (ii) he has obtained or procured the right to remain permanently or has been granted humanitarian protection in that nation.

14.2 *Application for special exemption if Player/Captain not otherwise eligible*

- 14.2.1 If a Player/Captain is not eligible pursuant to Regulation 14.1, a National Association may apply to the ITF Internal Adjudication Panel for permission to nominate him on the basis that the full circumstances of his case demonstrate he has a sufficient, genuine connection and

commitment to life and tennis in the nation that he wishes to represent.
The complete application and all supporting materials must be received by the ITF at least three months prior to the Tie/Event for which the Nation wishes to nominate the Player/Captain.

14.3 *Players/Captains eligible to represent more than one Nation*

- 14.3.1 If a Player/Captain is eligible under Regulation 14.1 or 14.2 to represent more than one Nation, and one of those Nations wishes to nominate him to represent it at a Tie/Event, that Nation must submit an application to the ITF no later than three months prior to that Tie/Event. The ITF will forward a copy of the application to the other Nation(s) concerned, which will have 15 days from receipt to comment on the application, should it wish to do so.
- 14.3.2 The ITF Executive will decide on the application having taken into account all relevant matters. The decision of the ITF Executive may be appealed to the ITF Internal Adjudication Panel, which will consider the matter *de novo*, in accordance with its Procedural Rules. The appeal must (i) be made in writing, (ii) detail the basis of the appeal, and (iii) be filed with the ITF Internal Adjudication Panel within 14 days of notification of the decision. There is no right of appeal from the ITF Internal Adjudication Panel's decision.

14.4 *Eligibility of Players/Captains where Nation is divided or absorbed*

14.4.1 Notwithstanding Regulation 14.1.1.4:

- 14.4.1.1 If a Player/Captain has represented or has been eligible to represent a Nation, and the country or territory of that Nation is subsequently divided into two or more countries or territories represented by different Nations, the Player/Captain will be required to submit to the ITF Internal Adjudication Panel, proof of residence and/or proof of familial connection to the Nation that he wishes to represent in the Competition (being of the two or more new countries or territories). The Internal Adjudication Panel shall determine, to its reasonable satisfaction, whether the Player/Captain has demonstrated a genuine connection to his nominated nation to determine him eligible to compete for that nation in the Competition.
- 14.4.1.2 If a Player/Captain has represented or has been eligible to represent a Nation, and the country or territory of that Nation is absorbed in whole or in part by the country or territory of another Nation, he will immediately be eligible to represent that other Nation.

- 14.4.2 Once a Player/Captain is determined eligible under Regulation 14.4.1 (or its comparable predecessor) to represent a newly formed nation, and then plays for that newly formed nation, any subsequent application to represent a Nation must be made under Regulation 14.2.

14.5 *Request for evidence of eligibility*

- 14.5.1 A Nation must only select Players and a Captain who are eligible to represent it in the Competition. Upon request by the ITF, a Nation must produce evidence to show that a Player/Captain is eligible to represent it.

14.6 *No right to participate*

- 14.6.1 No person is entitled as of right to participate in the Competition, even if they are otherwise eligible to do so. Notwithstanding any other provision in the Regulations, the ITF has the absolute right to refuse a Nation's nomination of any Player and/or Captain, and to refuse to permit any of the Nation's other Team Members to participate in the Competition. The ITF may exercise that right as it sees fit, with or without providing reasons.

15. Entries

- 15.1 To participate in the Competition, an eligible Nation must submit an entry form by no later than the Entry Deadline and pay the applicable entry fee set out in the relevant Financial Letter by the deadline specified by the ITF.
- 15.2 The entry of any Nation may be refused or revoked by the Members at an Annual General Meeting if in the opinion of at least three-quarters of those Members present and voting at the Annual General Meeting the participation of said Nation may result in the Competition being brought into disrepute. If, due to timing, the Members are unable to consider any issue relating to the refusal or revocation of a Nation's entry at the Annual General Meeting, the powers conferred on the Members under this Regulation may be exercised by the Board, provided that at least nine members of the Board are present at the relevant meeting and at least two-thirds of those present and voting cast their vote in favour of the refusal or revocation.

16. Insurance policies required of all Nations

- 16.1 As a condition of entry in the Competition, each Nation must take out and maintain at its own expense:
- 16.1.1 suitable travel, medical, and personal accident (including repatriation) insurance for each of its Team Members covering the period of their travel to/from and participation in the Competition; and

- 16.1.2 suitable event cancellation and abandonment insurance covering all reasonably known financial risks arising from the rescheduling, cancellation and/or abandonment in whole or in part of a match, Tie and/or Event due to force majeure.
- 16.2 Upon request by the ITF, the Nation must provide a copy of the above insurance policies to the ITF.

E. WITHDRAWING FROM THE COMPETITION

17. Replacement of a withdrawing Nation

- 17.1.1 A Nation may not withdraw from the Competition after its entry is accepted by the ITF.
- 17.2 If an eligible Nation:
- 17.2.1 does not enter the Competition;
- 17.2.2 withdraws from the Competition prior to the Qualifiers Draw or World Group I or II Play-offs Draw (in the case of any Nation that would otherwise have participated in the Qualifiers, or the Play-offs respectively); or
- 17.2.3 withdraws from the Competition prior to the scheduled final day of the Qualifiers or World Group I or II Play-offs (in the case of any Nation not participating in the Qualifiers, or the Play-offs respectively);

then the Davis Cup Committee (or, if the relevant Nation is a Wild Card, the Steering Committee) will select another Nation to take its place according to the table below (depending on the level of the Competition in which the non-entering/withdrawing Nation was going to participate):

Withdrawing Nation	Replacement Nation to be selected from:
Two Nations qualified for Finals Week (without having to participate in the Qualifiers)	The highest-ranked losing semi-finalist of the <u>previous edition of the competition using the Davis Cup Nations Rankings published immediately following the Finals Week of that previous edition of the competition.</u>
Qualifiers	a) If the withdrawing Nation was seeded, it will be replaced by the highest ranked Nation from the 12 unseeded Nations competing in the Qualifiers, using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw, and that unseeded Nation will then be replaced by the highest ranked Nation that lost its World Group I <u>Knock-out</u>

	<p>Tie in the previous edition of the Competition using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.</p> <p>b) If the withdrawing Nation was not seeded it will be replaced by the highest ranked Nation that lost its World Group I <u>Knock-out</u> tie in the previous edition of the Competition using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.</p>
Wild Card	Any Nation that meets the criteria set out at Regulation 21.3.1
World Groups I and II and Play-offs	The Davis Cup Committee may replace a withdrawing Nation at its discretion.
Regional Groups	Withdrawals from Regional Groups will be dealt in accordance with the provisions on the composition of Regional Groups in Regulation 23.5.

- 17.3 If a Nation withdraws from the Competition after the applicable deadline in Regulation 17.2, then the Davis Cup Committee (or, if the relevant Nation is a Wild Card, the Steering Committee) will determine the replacement Nation (if any) in accordance with the table below, unless the Davis Cup Committee (or the Steering Committee) determines that it is not practicable to fill that place:

Time of withdrawal	Replacement Nation (if any):
Qualifier Nations	
After the Qualifiers Draw, but prior to the Qualifiers	Whether the withdrawing Nation was seeded or not, it will be replaced by the highest ranked Nation that lost its World Group I <u>Knock-out</u> Tie in the previous edition of the Competition using the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.
Finals Week Nations (excluding Wild Cards)	
After the Qualifiers, but prior to the Finals Week	Highest ranked Nation that lost its Qualifier Tie based on the Davis Cup Nations Rankings applicable immediately after the completion of the Qualifiers. See also Regulation 17.4.

During the Finals Week	The withdrawing Nation will <u>not</u> be replaced. It will be defaulted and each remaining Tie will count as a straight loss. See also Regulation 60.
Wild Cards	
After the Qualifiers	Any Nation entered in the Competition, provided that it meets the Wild Card criteria set out at Regulation 21.3.1.
World Group I and II Play-offs	
After the World Group I and II Play-off Draws	The Davis Cup Committee may replace a withdrawing Nation with a Nation from a lower group, provided that such replacement does not compromise the format requirements of those groups.
World Group I and II	
After the World Group I and II Draws	The Davis Cup Committee may replace the withdrawing Nation with a Nation from a lower group, provided that such replacement does not compromise the format requirements of those groups.
Groups III and lower	
After the World Group I and II Draws	No replacement

- 17.4 If the Davis Cup Committee decides pursuant to Article 17.3 to replace a Nation that withdraws from the Finals Week after the Qualifiers but prior to the Finals Week, the place in a World Group I Tie that the replacement Nation was scheduled to play may be filled by the Davis Cup Committee, if it considers such replacement practicable, taking into account all relevant facts, including (but not limited to) the timing of the withdrawal, the cost implications, and repercussions for the Nation that would have been playing the replacement Nation.
- 17.5 If the withdrawing Nation would (but for its withdrawal) have been the Home Nation in a Home & Away Tie, the Davis Cup Committee has discretion to determine which Nation will be designated as the Home Nation for that Tie (i.e. either the Nation selected to replace the withdrawing Home Nation or the Visiting Nation), depending on the circumstances and the timing of the withdrawal.

- 17.6 The Davis Cup Committee may make any necessary consequential amendments to the composition of the Regional Groups.

18. Consequences to Nations that do not enter or withdraw from the Competition

- 18.1 Any Nation that does not enter or withdraws from the Competition by the relevant deadline in Regulation 17.2 will be required to play in the lowest Group of its Region in the next edition of the Davis Cup competition that it enters, unless the Davis Cup Committee waives this requirement based on exceptional circumstances (for example, where the withdrawal was the result of force majeure).

- 18.2 Any Nation that withdraws from the Competition after the relevant deadline in Regulation 17.2:

18.2.1 will not be eligible to participate in any other level of the Competition unless decided otherwise by the ITF Internal Adjudication Panel;

18.2.2 will not be eligible to take part in the next edition of the Davis Cup competition, unless decided otherwise by the ITF Internal Adjudication Panel (and in either case the next time the Nation participates the Nation will be required to play in the Group determined by the ITF Internal Adjudication Panel in consultation with the Davis Cup Committee); and/or

18.2.3 may be subject to the following penalties imposed by the ITF Internal Adjudication Panel:

18.2.3.1 a fine; and/or

18.2.3.2 if the ITF Internal Adjudication Panel applies the exception under Regulation 18.2.2 to a Finals Week Nation, then it may relegate that Nation to a lower group for the next edition of the Davis Cup competition.

- 18.3 This Regulation 18 applies in addition to the consequences set out for a no-show under Regulation 60.

F. COMPETITION DATES AND FORMAT

19. Competition dates

- 19.1 The Davis Cup Committee will decide on and will notify the participating Nations of the dates for all Ties/Events in the Competition.

- 19.2 Unless decided otherwise by the Davis Cup Committee, the different Competition levels will each be played during designated weeks. The Qualifiers and World Group I and II Play-offs will be played first, followed by World Groups I and II and Regional Groups III and IV, and then the Finals Week.

20. Qualifiers

20.1 *Composition*

20.1.1 The Nations participating in the Qualifiers will be 24 Nations from the following 26 Nations:

20.1.1.1 the 16 Nations from the 2021 Finals Week that did not progress to the 2022 Finals Week; and

20.1.1.2 the eight highest ranked Nations that won their World Group I Ties in the 2021 Davis Cup competition.

20.1.1.3 the two Nations that won their World Group I Knock-out Ties in the 2021 Davis Cup competition.

20.1.2 Two Wild Card Nations will be selected from these 26 Nations to participate in the Finals Week for the Competition, and they will not take part in the Qualifiers.

20.2 *Format of play*

20.2.1 The Qualifiers will consist of one knock-out round of 12 Home & Away Ties played between 24 Nations (each Nation playing one Tie). Ties must be played over two consecutive days, being the Friday and Saturday of the designated week, unless otherwise approved by the Davis Cup Committee.

20.2.2 Each Tie will consist of four singles matches and one doubles match. Each match (singles and doubles) will be played to the best of three tie-break sets, and doubles matches will be played with regular ad scoring.

20.3 *Seeding*

20.3.1 The twelve highest ranked Nations will be seeded in accordance with the most recent Davis Cup Nations Rankings at the time of the Qualifiers Draw.

20.3.2 Seeds will be placed consecutively on each odd-numbered line, e.g. seed 1 on line 1; seed 2 on line 3; seed 3 on line 5 etc. The unseeded Nations will then be randomly drawn to play the seeded Nations.

20.4 *Qualifiers Draw*

20.4.1 The Davis Cup Committee will have completed the Qualifiers Draw for the Qualifiers no later than the Qualifiers Draw Deadline. Choice of Ground for the Qualifier Ties will be determined at the same time as the Qualifiers Draw. A representative from each participating Nation may be present at the Qualifiers Draw.

- 20.4.2 If two Nations have previously been drawn to meet each other in two successive years in any knock-out Home & Away draw (i.e. excluding the Quarter-Finals, Semi-Finals and Final in the Finals Week) they will be drawn in different halves of the Qualifiers Draw.

20.5 *Qualifier results*

- 20.5.1 The 12 Nations that win their Qualifier Ties will qualify for the Finals Week.
- 20.5.2 The 12 Nations that lose their Qualifier Ties will play the remainder of the Competition in World Group I (according to the provisions on the composition of World Groups I and II set out at Regulations 22.4).

21. **Finals Week**

21.1 *Composition*

- 21.1.1 The 16 Nations participating in the Finals Week will be:
- 21.1.1.1 the two Nations that participated in the Final in the previous Davis Cup competition;
 - 21.1.1.2 the 12 Nations that win their Qualifier Ties in the Competition; and
 - 21.1.1.3 two Wild Cards.

21.2 *Format of play*

- 21.2.1 The Finals Week will consist of the following rounds (in the following order) and will be played over a minimum of seven and a maximum of thirteen days:
- 21.2.1.1 a Finals Round Robin of 16 Nations, split into four round robin groups with four Nations in each;
 - 21.2.1.2 three Finals Week Knock-Out Rounds, including:
 - (a) a Quarter-Final round contested by eight Nations, made up of the four Nations that win their respective round robin groups and four Nations placed second in the round robin groups, selected based on performance in the Finals Round Robin determined in accordance with the count-back calculation set out in Regulation 57.2;
 - (b) a Semi-Final round contested by the four Nations that win the Quarter-Finals; and

- (c) a Final contested by the two Nations that win the Semi-Finals.

21.2.2 Each Tie in the Finals Week will consist of two singles matches and one doubles match, all played on one day. Each match (singles and doubles) will be played to the best of three tie-break sets, and doubles matches will be played with regular ad scoring.

21.3 *Wild Cards*

21.3.1 Prior to the Qualifiers Draw, the Steering Committee will select two Wild Cards from any of the 26 Nations under Regulations 20.1.1.1 and 20.1.1.2 and only if those Nations meet one of the following criteria:

21.3.1.1 the Nation has a Davis Cup Nation's Ranking of 50 or above; and/or

21.3.1.2 one or more of the Nation's Players is ranked in the top 10 of ATP singles players in the ATP rankings published on the Monday following the ATP World Tour Finals.

21.3.2 Subject to Regulation 17, Wild Cards will not play in the Qualifiers, World Groups and/or Regional Groups in the Competition.

21.4 *Seeding*

21.4.1 Four Nations will be seeded for the Finals Week. Seeds 1 and 2 will be the finalists of the previous edition of the Davis Cup competition and seeds 3-4 will be determined in accordance with the most recent Davis Cup Nations Ranking at the time of the World Group I and II Draw.

21.5 *Round Robin Draw*

21.5.1 The Round Robin Draw will take place no later than five months before the Finals Week, in order to determine the round robin groups.

21.5.2 The round robin groups will be drawn as follows:

21.5.2.1 The 16 Nations will be ranked from 1 to 16 in accordance with the most recent Davis Cup Nations Ranking;

21.5.2.2 Four Host Nations will be placed in separate groups, taking the relevant ranking position in such groups;

21.5.2.3 Nations ranked from 1 to 4 except any Host Nations will be drawn randomly into round robin groups A-D, taking position 1 in such group; and

- 21.5.2.4 Nations ranked from 5 to 8 except any Host Nations will be drawn randomly into round robin groups A-D, taking position 2 in such group; and
- 21.5.2.5 Nations ranked from 9 to 12 except any Host Nations will be drawn randomly into round robin groups A-D, taking position 3 in such group; and
- 21.5.2.6 Nations ranked from 13 to 16 except any Host Nations will be drawn randomly into round robin groups A-D, taking position 4 in such group.

21.6 *Quarter-Finals Draw*

- 21.6.1 The Quarter-Finals Draw will take place at the same time as the Round Robin Draw.
- 21.6.2 The Quarter-Finals Draw will consist of the four winners and four second-place teams of round robin groups A-D (determined in accordance with the count-back calculation at Regulation 57.2).
- 21.6.3 Nations that qualify for the Quarter-Finals will be drawn and placed as follows:
 - 21.6.3.1 the winner of round robin group A will be placed on line 1;
 - 21.6.3.2 the winner of round robin group B will be placed on line 8;
 - 21.6.3.3 the winner of round robin group C will be placed on line 3; and
 - 21.6.3.4 the winner of round robin group D will be placed on line 6;
 - 21.6.3.5 the runner-up Nations of groups A and C will be drawn on lines 5 and 7; and
 - 21.6.3.6 the runner-up Nations of groups B and D will be drawn on lines 2 and 4.

21.7 *Promotion and relegation*

- 21.7.1 Subject always to Regulation 2.4:
 - 21.7.1.1 The two Nations that reach the Final will automatically be entitled to participate in the Finals Week of the next edition of the Davis Cup competition.
 - 21.7.1.2 The other Nations in the Finals Week (i.e. those that finish in places 3-16) will be entitled to participate in the Qualifiers of

the next edition of the Davis Cup competition (unless selected as a Wild Card pursuant to Regulation 20.1.2).

22. World Groups I and II (including Play-offs)

22.1 There will be two World Groups in the Competition. World Group I is the higher of the two Groups.

22.2 Prior to determining which Nations participate in World Group I, World Group II and Regional Group III, there will be a Play-off round for World Group I and II.

22.3 After the Play-offs, World Groups I and II and the Regional Groups shall be set for the Competition. This Regulation 22 sets out the requirements applicable to both World Groups I and II and the respective Play-offs.

22.4 *Composition*

22.4.1 The Nations participating in the World Group I Play-offs will be (i) the 12 Nations that lost their 2021 World Group I ties; (ii) the two Nations that lost their 2021 World Group I Knock-out ties; (iii) the eight highest ranked Nations that won their 2021 World Group II ties; and (iv) the two Nations that won their 2021 World Group II Knock-out ties.

22.4.2 The Nations competing in World Group I will be (i) the 12 Nations that win their World Group I Play-off ties in the Competition; and (ii) the 12 Nations that lose in the Qualifiers of the Competition;

22.4.3 The Nations participating in the World Group II Play-offs will be (i) the 12 Nations that lost their 2021 World Group II Ties; (ii) the two Nations that lost their 2021 World Group II Knock-out ties; and (iii) the 10 Nations that advanced from their 2021 Regional Group III Events.

22.4.4 The Nations competing in World Group II will be (i) the 12 Nations that lose in the World Group I Play-offs in the Competition; and (ii) the 12 Nations that win their World Group II Play-off Ties in the Competition.

22.5 *Format of play*

22.5.1 Each Nation in the Play-offs and World Groups I and II will play one Tie on a Home & Away format.

22.5.2 Each Tie will be played over two days and will consist of four singles matches and one doubles match. Each match (singles and doubles) will be played to the best of three tie-break sets, and all matches will be played with regular ad scoring.

22.6 *Draws*

Play-off Ties:

- 22.6.1 The Davis Cup Committee will conduct the Play-offs Draw no later than 10 days after the last of the World Group I and II Knock-out Ties of the previous edition of the Davis Cup Competition. The Play-offs Draw is made up of two separate draws for World Groups I and II. Choice of Ground will be determined at the same time as the draw pursuant to Regulation 28.2. A representative from each participating Nation may be present at the draw.
- 22.6.2 If two Nations have previously been drawn to meet each other in two successive editions of the Davis Cup competition in any knock out Home & Away draw (i.e. excluding Quarter-Finals, Semi-Finals and Final in the Finals Week), they will be drawn in different halves of the Play-off Draw.
- 22.6.3 Nations shall be seeded and drawn for each of World Group I Play-offs and World Group II Play-offs as follows:
- 22.6.3.1 12 Nations shall be seeded based on the most recent Davis Cup Nations Rankings at the time of the Draw;
- 22.6.3.2 Seed 1 will be placed on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7; seed 5 on line 9; seed 6 on line 11 and so on in the same order;
- 22.6.3.3 Nations ranked 13 to 24 will be drawn randomly.

World Group I and II Ties:

- 22.6.4 The Davis Cup Committee will conduct the World Group I and II Draw no later than 10 days after the World Group I and II Play-offs. The World Group I and II Draw is made up of one separate draw for each of the World Groups. Choice of Ground will be determined at the same time as the draw pursuant to Regulation 28.2. A representative from each participating Nation may be present at the draw.
- 22.6.5 If two Nations have previously been drawn to meet each other in two successive editions of the Davis Cup competition in any knock out Home & Away draw (i.e. excluding Quarter-Finals, Semi-Finals and Final in the Finals Week), they will be drawn in different halves of the World Group I and II Draw.
- 22.6.6 Nations shall be seeded and drawn for each of World Group I and World Group II as follows:

22.6.6.1 12 Nations shall be seeded based on the most recent Davis Cup Nations Rankings at the time of the Draw;

22.6.6.2 Seed 1 will be placed on line 1; seed 2 on line 3; seed 3 on line 5; seed 4 on line 7; seed 5 on line 9; seed 6 on line 11 and so on in the same order;

22.6.6.3 Nations ranked 13 to 24 will be drawn randomly.

22.7 *Ties in World Group I and II*

22.7.1 Play-off Ties must be played on Friday/Saturday, unless agreed otherwise by the Davis Cup Committee.

22.7.2 World Group I and II Ties may be played on Friday/Saturday or Saturday/Sunday, at the election of the Home Nation. The Home Nation must confirm the days of play no later than three months before the Tie. If the Home Nation does not confirm within this deadline, the Tie must be played on Friday/Saturday, unless agreed otherwise by the Davis Cup Committee.

22.8 *Promotion and relegation*

22.8.1 Subject always to Regulation 2.4, and subject to any necessary adjustments to the World Groups made by the Davis Cup Committee:

22.8.1.1 The 12 Nations that win their World Group I Ties will participate in the Qualifiers of the next edition of the Davis Cup competition.

22.8.1.2 The 12 Nations that lose their World Group I Ties will participate in the World Group I Play-offs of the next edition of the Davis Cup competition.

22.8.1.3 The 12 Nations that win their World Group II Ties will participate in the World Group I Play-offs of the next edition of the Davis Cup competition.

22.8.1.4 The 12 Nations that lose their World Group II Ties will participate in the World Group II Play-offs of the next edition of the Davis Cup competition.

23. *Regional Groups III and IV*

23.1 There will be two Regional Groups in the Competition. Regional Group III shall be the higher of the two levels. The ITF may add further Regional Group levels (e.g. Group V) if necessary to accommodate the number of Nations entered in the Competition.

- 23.2 Group III is split into four geographical Regions: (i) Europe (ii) Africa, (iii) the Americas, and (iv) Asia/Oceania.
- 23.3 Group IV is split into three geographical Regions: (i) Europe/Africa (which may be further subdivided into the Europe Region and Africa Region), (ii) the Americas, and (iii) Asia/Oceania. Nations in the Europe/Africa Group or the Asia/Oceania Group will play Ties against the other Nations in that group that are in their geographical Region.
- 23.4 The composition of the Regional Groups will be determined by the Davis Cup Committee after the World Group II Play-offs.
- 23.5 ***Composition***
- 23.5.1 The Davis Cup Committee will determine the composition of Regional Groups III and IV (and lower, if applicable) shortly after the World Group II Play-offs.
- 23.5.2 The Davis Cup Committee will determine the total number of Nations that will play in Group III, taking into account the number of Nations that can practically compete in one Regional Group Event. Once the Davis Cup Committee has determined the size of Group III, the composition will be made up of:
- 23.5.2.1 the Nations relegated from World Group II Play-offs in the Competition;
- 23.5.2.2 the Nations that advance from Group IV in the previous edition of the Davis Cup competition; and
- 23.5.2.3 the Nations that did not advance or were not relegated from Group III in the previous edition of the Davis Cup competition.
- 23.5.3 If there are too many Nations, the Davis Cup Committee will select Nations based on the most recent Davis Cup Nations Ranking.
- 23.5.4 The lowest Group of each Region will have a variable number of Nations consisting of:
- 23.5.4.1 any Nations entered in the Competition that are not otherwise qualified (or selected) to participate in higher levels of the Competition;
- 23.5.4.2 any Nation entering the Davis Cup competition for the first time in 2022; and
- 23.5.4.3 any Nation that did not compete in the 2021 Davis Cup competition.

23.6 *Format of play*

- 23.6.1 Groups III and IV will be played on a round robin or on a combined round robin basis, as determined by the Davis Cup Committee from time to time depending on the number of Nations in each Region of each Group, with the aim of maximising competitive play while still allowing a reasonable rest for the Nations.
- 23.6.2 Each Group III and IV Event will be played at one or more venues selected by the Davis Cup Committee.
- 23.6.3 Each Tie in the round robin will consist of two singles matches and one doubles match played in one day. Each match will be played to the best of three tie-break sets.

23.7 *Seeding*

- 23.7.1 Seeding will be determined in accordance with the most recent Davis Cup Nations Ranking at the time of the respective Regional Group draw.

23.8 *Group III and IV Draws*

- 23.8.1 The Group III and IV Draws will take place on the day prior to the start of the Event.
- 23.8.2 If the Group III or IV Event is to be played at:
 - 23.8.2.1 one location, then there will be one draw for each Group; or
 - 23.8.2.2 more than one location, then for each Group there will be a (i) a pre-draw to determine which Nations will play at each location, no later than ten weeks before the Event, and (ii) a draw at each location to determine the round robin groups.
- 23.8.3 The Davis Cup Committee may split the Europe/Africa Region into a Europe Group and an Africa Group for the purposes of the Group III and IV Events.
- 23.8.4 Each Region in Group III and IV will be split into round robin groups. If a Regional Group is made up of eight Nations, it will be divided into two groups of four Nations. For any other number of Nations, the Davis Cup Committee will decide on the number of groups, and how many Nations will be in each one.
- 23.8.5 When drawing the Nations into two round robin groups, the highest seeded Nation will be placed in one group and the second seeded Nation will be placed in the other group. Thereafter the remaining Nations will be drawn in pairs according to their Davis Cup Nations Rankings. When there is an odd number of Nations remaining, the last

three Nations will be drawn together. The same principles will be applied if there are more than two round robin groups.

- 23.8.6 If there are round robin groups with different numbers of Nations, the highest seeded Nation(s) will be placed in the group(s) with the least number of Nations.

23.9 *Promotion and relegation*

- 23.9.1 Twelve Nations will advance from Group III to the World Group II Play-offs in the next edition of the Davis Cup competition. The Davis Cup Committee will determine the number of Nations promoted from each.
- 23.9.2 The Davis Cup Committee will determine the number of Nations relegated from each Regional Group III depending on the size of that Group. The Nations that will be relegated will move to the lower Group based on their sporting results in that year's Group III event.
- 23.9.3 The number of places for promotion and relegation (if there is a lower Regional Group) from Regional Group IV will be determined by the Davis Cup Committee when it determines the composition of the Regional Groups in accordance with Regulations 23.5.

24. **Davis Cup Nations Ranking**

- 24.1 Nations will start the Competition with their year-end Davis Cup Nations Ranking from the previous edition of the competition. The ranking points attributable to each edition of the Davis Cup competition will be determined by the Davis Cup Committee. The process for determining Nations' rankings is set out on the Davis Cup website at www.daviscup.com/en/rankings/rankings-explained.aspx

G. ORGANISATION OF TIES/EVENTS

25. **General hosting requirements**

- 25.1 Ties/Events must be organised in accordance with the Rules and Regulations, including the Hosting Manual, the Commercial Letter applicable to the relevant level of Competition, and the Financial Letter, and any other hosting requirements issued by the ITF.
- 25.2 Ties/Events must be organised and delivered in accordance and compliance with the *Davis Cup and Billie Jean King Cup Covid-19 Protocols* (the “**Protocols**”). In circumstances of any failure by a Home/Host Nation to comply with the Protocols, including without limitation the *Minimum Standards of Behaviour*, the Davis Cup Committee may (without prejudice to the ITF Internal Adjudication Panel's general sanctioning powers) intervene in the organisation of, relocate, suspend or cancel the Tie/Event.

26. Organising body

26.1 *Finals Week*

26.1.1 The ITF is responsible for organising the Finals Week. The ITF may delegate some or all of that responsibility to a third party.

26.1.2 The requirements for the organisation of the Finals Week will be set out in a contract between the ITF and any third party to whom the responsibility for organising has been delegated.

26.2 *Qualifiers, World Groups I and II and Play-offs*

26.2.1 The organisation of Qualifier, World Group I and II and Play-offs Ties are the responsibility of the Nation competing in the Tie that is designated as the 'Home Nation', unless Regulation 28.2.5.2 applies (in which case the Davis Cup Committee will specify which of the competing Nations is responsible for organising the Tie). The Choice of Ground provisions set out in Regulation 28.2.1 will determine how the Home Nation is selected.

26.3 *Groups III and IV*

26.3.1 The organisation of Group III and IV Events is the responsibility of the relevant Host Nation. Any Nation in Groups III and IV may apply to host a Group III and/or IV Event, by submitting an Application to Host Form to the ITF by no later than the Host Application Deadline.

27. Approval of arrangements

27.1 *Home Nation Questionnaire (Qualifiers, World Groups I and II and Play-offs)*

27.1.1 Once a Home Nation knows that it will be hosting a Tie, it must provide the ITF with a duly completed Questionnaire, setting out the Home Nation's proposed arrangements for the Tie, by the applicable deadline set out in the table below (the **Questionnaire Deadline**).

Qualifiers	14 days after the Qualifiers Draw.
World Group I and II Play-offs	80 days before the start of the Tie.
World Group I and II	80 days before the start of the Tie.

27.1.2 A Nation may not publicly disclose any details set out in its Questionnaire until the Questionnaire has been approved by the ITF or until the ITF has given its consent to do so.

27.2 *Application to Host Form (Groups III and IV)*

- 27.2.1 The ITF will publish Hosting Requirements for Group III and IV Events. The Host Nation must confirm that it will comply with those requirements and set out any further proposed arrangements for the Event, in an Application to Host Form, which must be submitted to the ITF by the Host Application Deadline.
- 27.2.2 A Nation may not publicly disclose any details set out in its Application to Host Form until the application has been approved by the ITF or until the ITF has given its consent to do so.

27.3 *Davis Cup Committee approval*

- 27.3.1 The arrangements for hosting and organising Ties/Events are subject to approval by the Davis Cup Committee (excluding the Finals Week). The Davis Cup Committee may reject any proposed arrangements for a Tie/Event that do not comply with the Rules and Regulations. The Davis Cup Committee may also grant exemptions from the applicable hosting requirements where it is satisfied that suitable alternative arrangements can be made that will not prejudice the Competition.
- 27.3.2 Once arrangements for a Tie/Event have been approved by the Davis Cup Committee, a Nation must consult the ITF as soon as reasonably practicable if it has any concerns about its ability to deliver those arrangements. Changes to approved arrangements may only be made with the agreement of the Davis Cup Committee and only under justified circumstances.
- 27.3.3 The Davis Cup Committee may delegate its approval power under this Regulation 27.3 to the ITF Executive. If a Nation participating in a Tie/Event disputes a decision made by the ITF Executive in relation to the arrangements for that Tie/Event, it may request that the decision be reviewed by the Davis Cup Committee.

27.4 *Power to intervene in the organisation of a Tie/Event*

- 27.4.1 The Davis Cup Committee may intervene at any time in the organisation of a Tie/Event if it considers that the conditions for or the circumstances surrounding the Tie/Event (including, without limitation, the climate and/or other playing conditions, such as the surface of the courts and/or balls) or local organisation do not or are unlikely to meet at all times the high standards of the Davis Cup competition. For the Finals Week, the Davis Cup Committee shall raise its concern(s) with (to) the Steering Committee.
- 27.4.2 In the event that a Nation fails to comply with any hosting requirements set out in the Rules and Regulations, the Davis Cup Committee may

(without prejudice to the ITF Internal Adjudication Panel's general sanctioning powers) relocate that Tie/Event.

28. Venues

28.1 *Finals Week*

28.1.1 The Finals Week will be held at one or more fixed location(s) decided, in consultation with the Final Week Organiser if any, and published by the ITF.

28.2 *Qualifiers, World Groups I and II and Play-offs (Choice of Ground)*

28.2.1 The venue for Qualifier Ties, World Group I and II Ties and World Group I and II Play-off Ties is determined by the Nation that has Choice of Ground (save if Regulation 28.2.5.2 applies). Choice of Ground will be determined in the following sequence:

28.2.1.1 If the Nations have played each other in one or more previous editions of the Davis Cup competition, the Nation that did not have the choice in their most recent meeting will have choice in the Competition. Ties played (i) prior to 1970, (ii) in the Finals Week, and (iii) in Groups III and IV do not count for these purposes.

28.2.1.2 If Regulation 28.2.1.1 does not apply, Choice of Ground will be decided by lot.

28.2.2 A Nation with Choice of Ground must choose a location:

28.2.2.1 within its own country or territory; or

28.2.2.2 within an overseas territory or associated state of its own country or territory, provided that any Member for that territory or state (even if not participating in the Competition) and the Davis Cup Committee agree; or

28.2.2.3 on a Neutral Ground or in the country or territory of the opposing Nation, provided that the opposing Nation and the Davis Cup Committee agree.

28.2.3 Applications to hold a Tie under Regulation 28.2.2.3 must reach the ITF as soon as practicable after the Qualifiers Draw, World Group I and II Draw or Play-off Draw (as applicable) and no later than the Questionnaire Deadline.

28.2.4 For the purposes of Regulation 28.2.2, a Nation with Choice of Ground that chooses to play:

28.2.4.1 on a Neutral Ground will be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie;

28.2.4.2 in the country or territory of the opposing Nation will be considered the Visiting Nation for the purposes of the conduct and financial arrangements of the Tie;

and in both cases the Nation that so chooses will be considered to have exercised its Choice of Ground (for purposes of future application of regulations equivalent to Regulation 28.2.1.1).

28.2.5 A Nation with Choice of Ground may lose its choice at any time if the Davis Cup Committee considers that it is not possible or practicable for the opposing Nation to reach or play at the venue chosen for the Tie, due to (for example) an incident such as war, political unrest, terrorism or natural disaster. In such cases:

28.2.5.1 The Nation with Choice of Ground may choose to play on a Neutral Ground, subject to the Davis Cup Committee's approval and provided that the ITF receives a full completed application in writing from the Nation no later than five working days after the Nation receives the Davis Cup Committee's decision under Regulation 28.2.5. If the application to play on a Neutral Ground is accepted, the Nation with Choice of Ground will be considered the Home Nation for the purposes of the conduct and financial arrangements of the Tie, and will be considered to have exercised its Choice of Ground for purposes of future application of regulations equivalent to Regulation 28.2.1.1.

28.2.5.2 If the Nation does not exercise the choice given to it under Regulation 28.2.5.1, the Davis Cup Committee may decide that the Tie will be held on a Neutral Ground or in the country or territory of the opposing Nation.

(a) If the Davis Cup Committee's decision is to hold the Tie on a Neutral Ground, both Nations will be considered Visiting Nations for the purposes of the conduct and financial arrangements of the Tie. On the next occasion the two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reasons.

(b) If the Davis Cup Committee's decision is to play in the country or territory of the opposing Nation, the Nation with Choice of Ground will be considered the Visiting Nation (and the opposing Nation will be considered the Home Nation) for the purposes of the conduct and

financial arrangements of the Tie. Subject always to Regulation 2.4, on the next two occasions the two Nations meet, the Choice of Ground will be with the Nation that lost its choice for the above reasons.

- 28.2.5.3 In exceptional circumstances, the Davis Cup Committee may decide to postpone the Tie so that it may be played at the venue selected by the Nation with Choice of Ground.
- 28.2.6 The Home Nation has the right to choose the ball and court surface for the Tie. If both Nations are considered Visiting Nations under Regulation 28.2.5.2(a), the Davis Cup Committee will choose the ball and court surface for the Tie.
- 28.2.7 Decisions made by the Davis Cup Committee under Regulation 28.2.5 may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules, save that the appeal under this Regulation shall not take the form of a *de novo* review, but instead shall be limited to a consideration of whether the decision being appealed was erroneous.

28.3 *Regional Groups III and IV*

- 28.3.1 In selecting one or more venues proposed by a Host Nation in its Application to Host Form, the Davis Cup Committee will consider:
 - 28.3.1.1 the number of courts, facilities, and officials available;
 - 28.3.1.2 the availability and cost of hotel accommodation;
 - 28.3.1.3 the Host Nation's previous experience in organising international tennis events, if any;
 - 28.3.1.4 airport accessibility; and/or
 - 28.3.1.5 any other factors that it considers relevant to the successful organisation of the Event.
- 28.3.2 The Davis Cup Committee may change the selected venue for the Group III and IV Events at any time in the event of an incident such as war, political unrest, terrorism or natural disaster. In exceptional circumstances, the Davis Cup Committee may postpone the Event. Decisions made by the Davis Cup Committee under this Regulation may be appealed by the Nation(s) concerned to the Independent Tribunal, sitting as an appeal body, in accordance with its procedural rules, save that the appeal under this Regulation shall not take the form of a *de novo* review, but instead shall be limited to a consideration of whether the decision being appealed was erroneous.

28.4 *Minimum requirements for venues*

28.4.1 The Home/Host Nation must ensure that during the period of the Tie/Event no other tennis event is taking place at the venue selected for the Tie/Event.

28.4.2 Unless specified otherwise, the requirements below apply to Home Nations only. Regulations 28.4.2.6 and 28.4.2.7 apply also to Host Nations.

28.4.2.1 **Location.** Qualifier Ties must be held in a major city or heavily populated area of the country or territory of the Home Nation. It is recommended (but not required) that Home Nations of World Group I and II Ties and Play-off Ties comply with this requirement.

28.4.2.2 **Airport.** The airport must either be an international airport or capable of easy connection to an international airport by a regularly scheduled large commercial jet aircraft and must be easily accessible from the city where the Tie is held.

28.4.2.3 **Accommodation.** There must be sufficient hotel accommodation of the highest category available to accommodate Officials and members/representatives of the participating Nations, Title Sponsors, International Sponsors, and media.

28.4.2.4 **Stadium.** The stadium must be within reasonable distance of the Tie hotels (maximum 45 minutes by car).

28.4.2.5 **Minimum seating capacity.** The stadium of any Qualifier Ties must have a minimum of 4,000 seats.

28.4.2.6 **Transportation.** An efficient transportation system must be provided to and from the airport and between the Tie hotels and venue, as set out in the Hosting Manual.

28.4.2.7 **Facilities.** The stadium and venue must have appropriate onsite facilities, as set out in the Hosting Manual.

29. **Courts**

29.1 *Surface of courts*

29.1.1 The ITF will determine the surface type of the courts to be used in the Competition. Subject to Regulation 29.1.2, the surface type of the courts to be used in the Competition must be acrylic, asphalt, carpet, clay, hybrid clay, artificial clay, concrete, grass or artificial grass (as defined in the current version of the "ITF approved tennis balls, classified

surfaces & recognised courts: a guide to products and test methods”). A Tie may not be played on any other surface type except by mutual agreement between the two Nations competing in the Tie and subject to the approval of the Davis Cup Committee.

29.1.2 For all Ties in the Finals Week, Qualifiers, World Group I and World Group I Play-offs, the court surface must be of a type used in a Grand Slam tournament or in a minimum of three ATP World Tour tournaments (each at a level of ATP 250 or higher) held in the year prior to the Tie. For all Ties in the Finals Week, Qualifiers, World Group I and World Group I Play-offs that are played on hard courts, the court surface must be an ITF classified surface product listed in the *ITF Approved Tennis Balls, Classified Surfaces & Recognised Courts*. For all Ties in World Group II, World Group II Play-offs, and Regional Group Events that are played on hard courts, it is recommended that the court surface be an ITF classified surface product.

29.1.3 Temporary surfaces:

29.1.3.1 In the event that a Home/Host Nation proposes to play a Tie on any court surface laid on a temporary basis, the Home/Host Nation must notify the ITF and the Visiting Nation/participating Nation(s) of such proposal no more than seven days after the Questionnaire Deadline or Host Application Deadline (as applicable). Such notification must include the name of the proposed court installer and must provide sufficient detail as to the proposed surface type, its component and the method of installation and construction.

29.1.3.2 The ITF will confirm in writing to the Home/Host Nation whether or not it approves the proposed temporary surface and court installer. If the ITF does not approve the temporary surface and/or court installer, the Home/Host Nation and/or the proposed court installer may appeal the ITF's decision to the Davis Cup Committee. The Davis Cup Committee's decision will be communicated to the parties in writing and will be final and binding.

29.1.4 Carpet (permitted for Group III and IV Events only):

29.1.4.1 If a Group III or IV Event is to be played on carpet, the Host Nation must inform the ITF and the participating Nations about the type of carpet to be used and the type of base on which the carpet is to be laid.

29.1.4.2 A carpet surface (whether synthetic or other) may not be laid on a temporary basis if a Tie is held outdoors.

29.2 *Court Pace Rating*

29.2.1 The pace of the courts to be used in the Competition, excluding grass and clay surfaces, must have a measured Court Pace Rating between 24 and 50 (inclusive) when using the Tie ball. Where practicable, Court Pace Ratings will be confirmed and approved by the ITF in advance of the Tie. Otherwise, all testing to determine Court Pace Ratings will be conducted onsite.

29.2.2 If onsite testing establishes that the match court does not comply with the required Court Pace Rating, the ITF Internal Adjudication Panel may impose the following penalties on the Home Nation:

29.2.2.1 reduction of Davis Cup Ranking Points;

29.2.2.2 a fine;

29.2.2.3 withholding all or part of any payments to the Nation under Schedule 2, Article 9;

29.2.2.4 forfeiture of Choice of Ground on the subsequent occasion(s) when the Nation would otherwise be entitled to choose, to apply either generally and/or to the next time(s) the Nation in question would otherwise be entitled to Choice of Ground against the Visiting Nation;

29.2.2.5 relegation to a lower division of the next edition of the Davis Cup competition;

29.2.2.6 disqualification from the Competition and/or ineligibility for future editions of the Davis Cup competition; and/or

29.2.2.7 an order to pay financial compensation to the Visiting Nation.

29.3 *Court covers/water removal for outdoor courts*

29.3.1 Court covers for outdoor clay and grass courts:

29.3.1.1 In the Finals Week and Qualifiers, high quality court covers with the appropriate water drainage adequate for all clay and grass courts must be provided for all outdoor Ties, and must be available at least eight days before the first day of the Tie.

29.3.1.2 In World Group I and II, Play-off and Regional Group III and IV Events, court covers for clay and grass courts are recommended.

29.3.2 Water removal equipment for outdoor hard courts:

29.3.2.1 When a Tie is played on a hard court (acrylic type), appropriate equipment/squeezers must be provided to remove water from the court.

29.4 ***Artificial Lighting***

29.4.1 Play is allowed with artificial lighting outdoors or indoors provided that:

29.4.1.1 there is (evenly distributed over the match court surface) a minimum of (i) 1,200 lux per square metre for Ties in the Finals Week, Qualifiers, World Group I and World Group I Play-offs, and (ii) 500 lux per square metre for World Group II and World Group II Play-off Ties and all Group III and IV Events; and

29.4.1.2 there are practice facilities with similar lighting to the match court available for both participating Nations.

29.4.2 All light measurements are to be taken one metre above the playing surface.

29.4.3 The Referee will determine when it is appropriate to turn on artificial lighting on outdoor courts.

29.5 ***Match court lines and markings***

29.5.1 The lines on courts (other than grass courts) must be marked with paint (or other similar substance), tapes of linen (or other similar material), or metal painted white. Grass courts must be marked with chalk or paint.

29.5.2 A court marked for doubles with a doubles net may be used for singles matches if it is properly equipped with singles sticks.

29.6 ***Dimensions***

29.6.1 The overall court area must be rectangular in shape.

29.6.2 Unless otherwise approved by the Davis Cup Committee:

29.6.2.1 for Ties in the Finals Week and Qualifiers, there must be a space behind each baseline of not less than 8.23 metres (27 feet) and at the sides of not less than 4.57 metres (15 feet);

29.6.2.2 for all World Group and Play-off ties and all Group III and IV Events, there must be a space behind each baseline of not less than 6.40 metres (21 feet) and at the sides of not less than 3.66 metres (12 feet).

- 29.6.3 The chairs of the Line Umpires may be placed at the back and the sides of the court within the above minimum distances provided they do not protrude into the area by more than 0.914 metres (3 feet).

29.7 *Minimum height to the ceiling*

- 29.7.1 Unless otherwise approved by the Davis Cup Committee (or the Steering Committee for the Finals Week), there must be a clear space from the court surface to the ceiling (measured at the net) of not less than:

29.7.1.1 12 metres for Ties in the Finals Week and Qualifiers; and

29.7.1.2 9 metres for all World Group, Play-off and Regional Group Ties.

29.8 *Application to vary court requirements*

- 29.8.1 No exemptions will be permitted from the requirements set out in Regulations 29.1 to 29.3.

- 29.8.2 The requirements in Regulations 29.4 to 29.7 may be varied only with the prior approval of the Davis Cup Committee. The Home/Host Nation must apply for such approval no later than the Questionnaire Deadline or Host Application Deadline (as applicable).

29.9 *No changes to courts during Tie/Event without Referee consent*

- 29.9.1 From the date the Referee arrives onsite for the Tie/Event until the Tie is over, the surface of the court(s) and/or court surrounds cannot be changed without the Referee's consent.

29.10 *Consequences if match court(s) not playable*

- 29.10.1 Prior to or during a Tie/Event, if the Referee determines that the match court(s) is/are not (or will not be) playable for any reason at the scheduled start time of play or at any point during the Tie/Event, he may:

29.10.1.1 call off the match, Tie and/or Event;

29.10.1.2 postpone the start time of the match, Tie and/or Event (if he believes that a playable match court may be available within a reasonable time); and/or

29.10.1.3 reschedule the order of play.

- 29.10.2 If the Referee calls off a match, Tie and/or Event under Regulation 29.10.1 in circumstances where in his opinion the Home/Host Nation (or any court supplier/installer it engaged) was at fault for failing to provide

a playable match court in accordance with any of the requirements in Regulations 29.1 to 29.7 (except for Regulation 29.2):

29.10.2.1 for Qualifier Ties, World Group I and II Ties and Play-off Ties, the Home Nation will be deemed to have forfeited the match and/or Tie and the Referee will declare the Visiting Nation the winner of the match and/or Tie (however, the Referee must obtain the approval of the Executive Director or his designee for such forfeit);

29.10.2.2 for Groups III and IV, the Host Nation must reschedule the match, Tie and/or Event in accordance with the instructions of the Davis Cup Committee; and

29.10.2.3 in addition to the above, on application by the ITF, the ITF Internal Adjudication Panel may also impose any penalties on the Home/Host Nation as it sees fit in accordance with Regulation 73.

29.10.3 For the avoidance of doubt, bad weather or other unavoidable hindrance would not constitute a reason for the Referee to award a match and/or Tie to the Visiting Nation or for the ITF Internal Adjudication Panel to penalise the Home/Host Nation.

29.11 *Availability of match and practice courts*

29.11.1 The Referee will be responsible for the allocation (at his discretion) of match and practice courts at all times before and during the Tie/Event.

29.11.2 For Group III and IV Events:

29.11.2.1 All of the singles matches in a Tie must be played on the same court.

29.11.2.2 The Referee may transfer a doubles match to a different court.

29.11.3 The Home Nation in Qualifier, World Group I and II and Play-off Ties must make match and practice courts available as follows:

29.11.3.1 Indoor courts:

- (a) The match court must be available for practice at least three days before the Tie is due to start.
- (b) One indoor practice court of exactly the same surface as, and in close proximity to, the match court must be freely available to both Nations during the three days before the Tie is due to start and during the Tie.

- (c) The Home Nation may arrange to have only the match court available for both practice and the Tie, in which case the Visiting Nation will have priority in the practice schedule.
- (d) If hard court is the selected playing surface, and provided two indoor practice courts of exactly the same surface as, and in close proximity to, the match court are freely available to both Nations during the three days before the Tie, the Home Nation may arrange to have the match court available for practice a minimum of two days before the Tie is due to start.

29.11.3.2 Outdoor courts:

- (a) The match court must be available for practice at least three days before the Tie is due to start.
- (b) One practice court of exactly the same surface as, and in close proximity to, the match court must be freely available to both Nations during the six days before the Tie is due to start and during the period of the Tie.

29.11.3.3 In the case of a temporary clay court, unless otherwise approved by the ITF, construction of the court must begin at least four days before the first day of practice in the Tie/Event (for example, if the court must be ready at 9.00am (local time) on Tuesday, then construction must start at the latest on the Friday morning of the week prior to the Tie).

29.11.3.4 All courts required for practice under Regulations 29.11.3.1 and 29.11.3.2 must be ready by no later than 9.00am on the indicated day and be in a condition suitable for competitive play, as determined by the Referee.

29.11.3.5 All practice sessions onsite during the week of a Tie will remain open. The court area will be restricted to the Nations, Team Members, Officials, and any other person authorised by the Referee.

29.11.4 For Group III and IV Events, the ITF will set out the requirements for the match court(s) and the recommended number of practice courts in the Hosting Requirements. A Host Nation must confirm the arrangements for match/practice courts in its Application to Host Forms, which will be subject to the approval of the Davis Cup Committee.

30. Balls

30.1 *Ball types*

- 30.1.1 Subject to the applicable Court Pace Rating under Regulation 29.2, the following types of balls may be used in the following circumstances:

Court Pace Rating in Tie/Event	Type of ball permitted
Slow (≤ 29)	Type 1 or 2
Medium (30-44)	Type 2
Fast (≥ 45)	Type 2 or 3

Altitude where Tie/Event held	Type of ball permitted
Less than 1,219m above sea level	Type specified for Court Pace Rating, as above
1,219m or higher above sea level	Types specified for High Altitude, as described in Appendix I of the Rules of Tennis

- 30.1.1 The type of ball to be used in a Tie/Event will be selected by:

Finals Week	The ITF
Qualifiers, World Groups I and II and Play-offs	The Home Nation (save if Regulation 28.2.5 applies)
Groups III and IV	The Host Nation

- 30.1.2 Each Home/Host Nation must seek the ITF's approval for its choice of ball by no later than (respectively) the Questionnaire Deadline or the Host Application Deadline.

30.2 *Consequences for use of unauthorised balls*

- 30.2.1 If any Home/Host Nation uses a type of ball during a Tie/Event that is not one of the types of balls approved by the ITF, or that is otherwise not suitable for play (e.g., it is too soft):

- 30.2.1.1 the Referee has the power to (i) require that approved balls be used and postpone the start time of a match, Tie and/or Event, as necessary (if practicable in the circumstances), or (ii) continue match play with the unauthorised balls (provided that they are suitable for play); and

- 30.2.1.2 on application by the ITF, the Internal Adjudication Panel may impose any penalties as it sees fit in accordance with Regulation 73 (regardless of the Referee's decision under Regulation 30.2.1.1).

30.3 *Change of Balls*

- 30.3.1 For Ties in the Finals Week, Qualifiers, World Groups I and II and the Play-offs, in each match the balls must be replaced with six new balls after the first seven games and after each subsequent nine games, unless both Captains and the Referee agree otherwise.
- 30.3.2 For Groups III and IV, in each match the balls must be replaced with four new balls after the first nine games and after each subsequent 11 games.

31. Language for calling score

- 31.1 The official language for calling the score is English. In each Tie, the participating Nations and the Referee may mutually agree upon a second language to be used by the Chair Umpire in calling the score. Failing such agreement, only the English language will be used.

32. Visas

- 32.1 The Home/Host Nation must:
 - 32.1.1 advise the participating Nations of any requirements for visa applications when notifying them of arrangements for the Tie/Event;
 - 32.1.2 give every assistance to ITF personnel, Tie/Event personnel, Officials and Nations participating in the Tie/Event in obtaining any necessary visas;
 - 32.1.3 facilitate the visa application process by providing any necessary documentation or other information in a timely manner;
 - 32.1.4 ensure that visas are issued 14 days before the Monday of the week of the Tie/Event to a minimum of 15 people nominated by the Nation(s), and to all ITF personnel, Tie/Event personnel and Officials attending the Tie/Event (provided in each case that the individual in question has met the requirements to obtain a visa).
- 32.2 For the Finals Week, the ITF or the Finals Week Organiser shall:
 - 32.2.1 advise the participating Nations of any requirements for visa applications when notifying them of arrangements for the Finals Week;
 - 32.2.2 give every assistance to Officials and Nations participating in the Finals Week in obtaining any necessary visas;
 - 32.2.3 facilitate the visa application process by providing any necessary documentation or other information in a timely manner;

- 32.2.4 ensure that visas are issued 31 working days before the Monday of the Finals Week (provided in each case that the individual in question has met the requirements to obtain a visa).
- 32.3 Each Nation participating in a Tie/Event is responsible for completing the requirements for visa applications, and complying with any timings notified to them. Failure to do so may result in visas not being issued in sufficient time, which shall not be the responsibility of the Home/Host Nation or Finals Week Organiser.

33. Media

- 33.1 Suitable arrangements must be made for press and media, in accordance with the Hosting Manual.

34. Security

- 34.1 The Home/Host Nation must:
 - 34.1.1 plan and implement a comprehensive Security Plan that:
 - 34.1.1.1 ensures, as far as is reasonably practicable, the health, safety, security and welfare of all members of the participating Nations, ITF personnel and contractors and any Officials, at all times, from arrival in the country or territory of the Tie/Event until departure from the country or territory of the Tie/Event or 24 hours after the conclusion of the Tie/Event, whichever is the earlier;
 - 34.1.1.2 ensures, as far as reasonably practicable, the health, safety, security and welfare of all persons attending the Tie/Event in any capacity; and
 - 34.1.1.3 applies to each Tie/Event venue (including, without limitation, practice, match and Official Function venues), and any official hotel, facilities, and transportation organised by the Home/Host Nation and/or the ITF;
 - 34.1.2 provide a duly completed Security Questionnaire and (if requested) Security Plan to the ITF by the deadline specified by the ITF, and any further documents or information as may requested by the ITF from time to time;
 - 34.1.3 comply with all security, health and safety laws, regulations and guidelines applicable to the holding of an event in the location of the Tie/Event;
 - 34.1.4 liaise with any and all relevant governmental or quasi-governmental authorities and law enforcement agencies concerning safety and

security around the delivery of the Tie/Event and the implementation of the Security Plan;

34.1.5 comply with any Security Guidelines or special requests that the ITF may issue/make from time to time; and

34.1.6 notify the ITF about any specific security risk at or in connection with the Tie/Event of which it is advised.

34.2 Request for special security arrangements by a participating Nation:

34.2.1 Where special circumstances apply to a particular Tie/Event, no later than 14 days prior to the Tie/Event a participating Nation may request that the Home/Host Nation take into account the need for specific security arrangements. Should that participating Nation attend with its own security personnel, it must identify such personnel to (and they must liaise with) the Home/Host Nation's Security Officer.

35. Insurance

35.1 In addition to the insurance requirements set out at Regulation 16, each Home/Host Nation must:

35.1.1 take out and maintain suitable public and product liability insurance policy that is compliant with local laws and regulations and that, at a minimum, covers claims made for damage to third party property and/or death/injury caused to people at the Tie/Event. "ITF Ltd and ITF Licensing (UK) Ltd" must be named as additional insured parties on the policy;

35.1.2 take out and maintain all other compulsory insurances that are required by local law or regulation, e.g. employer's liability (workers compensation), automobile, etc; and

35.1.3 ensure that all venues, training facilities, etc, for the Tie/Event have appropriate insurance cover in place, including for material damage, business interruption, and public liability.

35.2 Upon request by the ITF, the Nation must provide a copy of the above insurance policies to the ITF.

H. SQUAD AND TEAM NOMINATIONS

36. Nominations

36.1 Squad nominations (Finals Week only)

36.1.1 Each participating Nation in the Finals Week shall nominate a Squad of a minimum of four players (the **Squad**).

36.1.2 Squad nominations must be provided to the ITF no later than nine weeks before the Monday of the Finals Week (**Squad Nomination Deadline**).

36.2 Team nominations

36.2.1 Each participating Nation must provide its team nominations to the ITF no later than the applicable deadline set out in the table below (**Team Nomination Deadline**):

Finals Week	28 days before the Monday of the week of the Event
Qualifiers	<u>28</u> days before the first day of the Tie
World Groups I and II and Play-offs	10 days before the first day of the Tie
Groups III-IV	28 days before the Monday of the week of the Event

36.2.2 The team nominations must include the following number of Players/Captains, nominated in order of merit (determined in accordance with Regulation 36.2.3), without specifying which Players will play singles/doubles:

Finals Week	A playing Captain and three to four Players; or A non-playing Captain and four to five Players.
Qualifiers, World Groups I and II and Play-offs	A playing Captain and <u>three</u> to four Players; or A non-playing Captain and <u>four</u> to five Players.
Groups III-IV	A playing Captain and two to <u>four</u> Players; or A non-playing Captain and three to <u>five</u> Players

36.2.3 In respect of the Finals Week, Players/Captains may only be nominated from the Squad, save that a Nation participating in the Finals Week may nomination two additional Players not included in the Squad.

36.2.4 The order of merit of Players will be determined (and the indicative order of merit included at the team nomination will be amended) in accordance with the following:

36.2.4.1 the world computer singles rankings accepted by the ITF (protected rankings are not used) and published as follows:

- (a) for the Finals, if the round robin starts on a Wednesday or later, the singles rankings published on the Monday of the commencement of the Finals. If the round robin

starts on a Monday or Tuesday, the singles rankings published prior to the week of the Finals; or

(b) for the Qualifiers, World Groups I and II and the Play-offs, the singles rankings published on the Monday of the week of the Tie; or

(c) for Regional Groups, the singles rankings published 28 days before the Monday of the week of the Event; or

36.2.4.2 if the Players do not have world computer singles rankings, their national ranking; or

36.2.4.3 if the Players do not have a national ranking (or their National Association has no national ranking system), their ranking according to their Captain.

36.2.5 Only Players nominated in accordance with this Regulation 36 (or changed in accordance with Regulation 39) may be selected to play in the singles and doubles matches of the relevant Tie/Event.

36.2.6 Upon request by the ITF, a Nation must provide evidence to support the rankings assigned to its Players.

36.2.7 For each Tie in the Qualifiers, World Groups I and II and the Play-offs, a Nation may nominate different Players and/or Captains.

37. Changes to team nominations

37.1 Team nominations may only be changed in the following circumstances:

37.1.1 Player nominations may be changed at any time prior to the applicable Team Nomination Deadline.

37.1.2 After the applicable Team Nomination Deadline:

37.1.2.1 a maximum of three nominated Players may be changed up to 11.00am (local time at the Event) the day before the round robin match play is scheduled to start for the Finals Week;

37.1.2.2 a maximum of three nominated Players may be changed up to one hour before the Tie Draw for Qualifier Ties;

37.1.2.3 a maximum of two nominated Players may be changed up to one hour before the Tie Draw for World Group I and II and Play-off Ties); and

37.1.2.4 a maximum of two nominated Players may be changed up to 11.00am (local time at the Event) the day before the round

robin match play is scheduled to start for Group III and IV Events.

For the avoidance of doubt, adding (rather than replacing) a nominated Player (e.g. adding a fifth player when only four were nominated previously) before this deadline constitutes a change of nomination.

- 37.1.3 The nomination of a non-playing Captain may be changed at any time before the Nation's first match in the Tie/Event.
- 37.1.4 Notwithstanding Regulation 37.1.2, for the Finals Week, if following the start of play in that week, three or more Players are, in the Referee's opinion incapacitated by illness or injury and are unable to play during the Finals Week, the Davis Cup Committee may permit the Nation to change one or more of those withdrawn Players. Save where the Referee considers that there is an obvious injury or illness, before the Referee makes a decision as to the fitness of a Player, the Player must undergo an examination by the Independent Doctor, who must complete the "ITF Medical Certification" form. The Davis Cup Committee shall have discretion to impose conditions as it sees fit, and prior to making its decision must consult with the Referee and the Tournament Director.

38. Notice of changes to team nominations

- 38.1 Any changes to team nominations:
 - 38.1.1 made before the Referee arrives onsite at the Tie/Event must be notified by the Nation to the ITF, and then the ITF will notify the other Nation(s) participating in the Tie/Event;
 - 38.1.2 made after the Referee arrives onsite at the Tie/Event must be notified by the Nation to the Referee, and the Referee will notify the Captain(s) of the other Nation(s) participating in the Tie/Event.

39. Replacement of nominated Captain

- 39.1 If the nominated Captain is unable to fulfil his duties on court, he may only be replaced by one of the Nation's nominated Players. The replacement Captain will sit on the court.

I. PLAYER SELECTIONS

40. Notification of selection of singles and doubles Players

- 40.1 Subject to Regulation 41, the Captain may select any of the nominated Players to play singles and/or doubles.

- 40.2 Each Captain must give to the Referee the names of his two singles Players in order of merit (see Regulation 36.2.3) and the names of his two doubles Players by the applicable deadline set out in the table below (**Player Selection Deadline**):

Finals Week	No later than one hour before the scheduled start time of each Tie those Players are playing in (both for round robin and knock-out rounds)
Qualifiers, World Groups I and II and Play-offs	No later than the relevant Tie Draw
Groups III and IV	No later than one hour before the scheduled start of play each day during the Event

- 40.3 Of the two singles Players for each Nation, for purposes of determining order of play, the Player with the higher ranking will be referred to as 'number one' and the Player with the lower ranking will be referred to as 'number two'.

41. Changes to Player selections

- 41.1 First and second singles matches:

41.1.1 Subject to Regulation 41.4, a Captain may not change his selection of Players for the first and second singles matches after the Player Selection Deadline.

- 41.2 Third and fourth singles matches (applies only to the Qualifiers, World Groups I and II and the Play-offs):

41.2.1 A Captain may change the selection of Players for the third and fourth singles matches, provided that (i) any substitute Player is selected from among the Players nominated for the Tie who has not competed in the first or second singles matches; and (ii) he gives the Referee notice of such change no later than:

41.2.1.1 for the third singles match, no later than 15 minutes after the completion of the doubles match; and

41.2.1.2 for the fourth singles match, no later than 10 minutes after completion of the third singles match.

- 41.3 Doubles match:

41.3.1 A Captain may change the selection of Players for the doubles match, provided that (i) he gives the Referee notice of such change no later

than the relevant deadline set out below, and (ii) any substitute Player is selected from among the Players nominated for the Tie.

Finals Week	No later than fifteen minutes after the preceding singles match.
Qualifiers, World Groups I and II and Play-offs	At least one hour before the scheduled start of play for the doubles match.
Groups III and IV	No later than 15 minutes after the completion of the preceding singles match.

41.4 Changes of Players for disciplinary reasons or due to illness, accident or other unavoidable hindrance:

41.4.1 Any selected Player who has been withdrawn by the Captain for disciplinary reasons may only be replaced with the permission of the Referee. Any substitute permitted by the Referee must be selected from among the Players nominated for the Tie/Event. The withdrawn Player may not compete thereafter in the Tie/Event.

41.4.2 If, in the Referee's opinion (subject to Regulation 41.4.3), a Player is incapacitated by illness, injury or other unavoidable hindrance, the Referee may permit the replacement of that Player (and the replacement of the Player's doubles partner) from among the Players nominated for that Tie/Event. A Player who has withdrawn from the first or second singles matches under this Regulation may be selected for the doubles match and/or for the third or fourth singles match.

41.4.3 Save where the Referee considers that there is an obvious injury or illness, before the Referee makes a decision as to the fitness of a Player, the Player must undergo an examination by the Independent Doctor, who must complete the "ITF Medical Certification" form. This Regulation applies to a Referee's decision (i) to replace a Player on grounds of illness/injury, and (ii) to permit a Player to return to play after being replaced due to illness/injury.

42. Referee power to vary Change of Selection Deadlines

42.1 In case of bad weather or other unavoidable circumstances onsite, the Referee may vary the Change of Selection Deadlines.

43. Notification of Player selections

43.1 Any notice by a Captain under Regulation 41 must be given to the Referee in writing by the applicable deadline. The Referee will inform the Captain of the other participating Nation(s) as soon as practicable.

J. PRE-TIE EVENTS

44. Captains' Meeting

- 44.1 The Referee may call a Captains' Meeting for the Quarter-Finals, Semi-Finals and/or Final. The Referee will call a Captains' Meeting for all other Ties/Events in the Competition.
- 44.2 A Captains' Meeting (if held) must take place by no later than the applicable deadline set out in the table below.

Finals Week	No later than two days before the scheduled start of play.
Qualifiers, World Groups I and II and Play-offs	No later than two days before the first match in a Tie.
Groups III and IV	No later than the day before the first match in the Event.

- 44.3 Captains (whether playing or non-playing) must attend (on time) any Captains' Meeting concerning their Tie/Event called by the Referee.
- 44.4 During a Captain's Meeting, the Referee and the Captains will discuss the arrangements for the Tie/Event, and the Captains must each sign a statement of arrangements to be made for the Tie/Event and the Official Functions.

45. Pre-Draw Press Conference

- 45.1 A Pre-Draw Press Conference must be held at least 24 hours before the relevant Tie Draw for Qualifier, World Group I and II and Play-off Ties.

46. Pre-Tie Function

- 46.1 A Pre-Tie Function:
- 46.1.1 may be organised by the ITF or the Finals Week Organiser;
 - 46.1.2 must be held, at least 24 hours before the start of play, for Qualifier, World Group I and II and Play-off Ties.

47. Tie/Event Draw

- 47.1 Unless specified otherwise by the ITF, the Tie/Event Draw must take place by the applicable deadline set out in the table below.

Qualifiers, World Groups I and II and Play-offs	The Tie Draw must take place at the Pre-Tie Function on the day prior to the first match in the Tie, at least 24 hours before the start of play.
Groups III and IV	The Event Draw must take place following the Captains' Meeting unless decided otherwise by the ITF.

48. Post-Draw Press Conference

- 48.1 A Post-Draw Press Conference must be held immediately after the Tie Draw, save in the case of Group III and IV Events.

49. Official Dinner

- 49.1 An Official Dinner may be organised for round robin Events (including the Finals Week Round Robin and Groups III and IV).

K. PLAYING SCHEDULE

50. Start and end of play

- 50.1 The start and end of play must be arranged so that it is possible for play to be completed each day under reasonable conditions. Scheduling will take into account the best interests of the Nations to the extent possible, providing it does not jeopardise the fairness of scheduling and the completion of the Tie/Event (and this will override the specific times currently stated in Regulation 50.2).
- 50.2 For Qualifier, World Group I and II and Play-off Ties:
- 50.2.1 There must be a minimum of 20 hours between the start time of play on the first day and the scheduled start time of play on the second day.
- 50.2.2 There must be six hours of daylight for play outdoors on the first day of play (irrespective of surface) and eight hours of daylight for the second day of play.
- 50.2.3 If artificial light will be used, or if the Tie is held indoors, the first match must start no later than 6.00pm on both days.
- 50.3 For Group III and IV Events, the Host Nation must propose playing start times in the Host Application Form, which is subject to the approval of the ITF.
- 50.4 Changes to play start and end times:
- 50.4.1 The Referee may amend the scheduled start and end times of play (in consultation with the ITF) to ensure play will be completed under

reasonable conditions, save that the Referee is not required to consult with the ITF when play is rescheduled due to bad weather.

- 50.4.2 The start times for play may be varied by the ITF in consultation with relevant commercial partners in order to accommodate any television or other agreements. For the Finals Week, this will be agreed between the Tournament Director and the Referee. If the Tie/Event is being hosted by a Home/Host Nation, the ITF will first consult with the Home/Host Nation, and will give full consideration to factors important to the success of the Tie within the Home/Host Nation.

51. Interval between matches

- 51.1 Unless decided otherwise by the Referee, and subject to Regulation 51.2, singles matches will be scheduled as follows:

- 51.1.1 for the Finals Week:

- 51.1.1.1 singles matches will follow each other directly; and
- 51.1.1.2 there shall be a maximum interval of 30 minutes between any singles and doubles matches played on the same day.

- 51.1.2 for Qualifiers, World Groups I and II, Play-offs and Regional Group Events:

- 51.1.2.1 there shall be an interval of 20 minutes between any two singles matches played on the same day; and
- 51.1.2.2 there shall be an interval of 30 minutes between any singles and doubles matches played on the same day.

- 51.2 If a Player is required to play two matches in the same day because of a change of schedule (for example bad weather or other unavoidable circumstances), the Referee may extend the interval between two matches (notwithstanding Regulation 51.1) to give the Player a longer rest period, provided that the interval between the two matches does not exceed two hours (with the maximum time to be afforded only in exceptional circumstances).

52. Persons permitted on court

- 52.1 No person other than the Players/Captains competing in the match, the Officials officiating the match and the ball-persons may be on court during the course of a match without the Referee's permission.

53. Captain's role on court

- 53.1 The Captain will sit on the court beside the chair of his team. He may not move away from that area. He may talk to his team, to the Chair Umpire and to the Referee. He may not talk to any Line Umpire.

54. Medical and toilet breaks

54.1 Schedule 5 sets out the conditions for medical and toilet breaks during a match.

L. HOW A TIE/EVENT IS DECIDED

55. Qualifiers, World Groups I and II and Play-offs (Home & Away format)

55.1 *Order of play*

55.1.1 Subject to Regulations 55.1.2 and 55.1.3, the order of play will be:

Day 1:

1. first singles match (number one v number two; or vice versa depending on the Tie Draw)
2. second singles match (reverse singles)

Day 2:

3. doubles match
4. third singles match (number one v number one)
5. fourth singles match (number two v number two)

55.1.2 The order of play will be determined by the Tie Draw. The names of four singles Players will be placed in the Tie Draw and one Player's name will be drawn. The Player whose name is drawn will play in the first singles match against the Player with the opposite ranking (i.e. if the Player drawn is ranked number one for his Nation, he will play the Player ranked number two for the opposing Nation; if the Player drawn is ranked number two for his Nation, he will play the Player ranked number one for the opposing Nation).

55.1.3 The Referee may change the order of the doubles match. However, prior to making such a decision, the Referee must endeavour to obtain the approval of the Executive Director.

55.2 *Scoring*

55.2.1 The Nation that wins the majority of matches in the Tie will be declared the winner of the Tie.

55.3 *Dead match policy*

55.3.1 If the third match (doubles) is decisive, only the fourth match must be played. The fifth match will not be played unless both Nations and the Referee agree.

- 55.3.2 If the fourth match (third singles) is decisive, the fifth match will not be played unless both Nations and the Referee agree.
- 55.3.3 If the fourth match is not completed (due to injury, etc), the Referee may require the Nations to play the fifth match.
- 55.3.4 Any dead match played pursuant to this Regulation 55.3 will be played to the best of three sets, with a 10-point match tie break in the third set and regular ad scoring.
- 55.3.5 The Referee will make all decisions relating to the implementation of this Regulation.

56. Groups III and IV

56.1 *Order of play*

56.1.1 The order of play for each Tie in the Event will be, over one day:

1. first singles match (number two v number two)
2. second singles match (number one v number one)
3. doubles match

56.2 *Scoring*

56.2.1 The Nation that wins the majority of the matches in the Tie will be declared the winner of that Tie and awarded one point.

56.2.2 When a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless the Referee decides that it not practicable due to an unavoidable hindrance. When a knock-out format is used, where a result has been obtained after the singles matches the Referee may decide to cancel the doubles match.

56.2.3 The final standings in each group shall be determined by the following count-back calculation (i.e. determined by the first of the following methods that applies, following the order set out below):

56.2.3.1 Greatest number of points.

56.2.3.2 If two Nations are tied with an equal number of points, head-to-head results.

56.2.3.3 If three or more Nations are tied with an equal number of points, the following decides the winner (in the order set out below):

- (a) any Nation that has not played in all Ties in its round robin group is automatically eliminated;

- (b) highest percentage of matches won;
- (c) highest percentage of sets won from all matches played;
- (d) highest percentage of games won from all matches played; then finally
- (e) the Nations' positions on the Davis Cup Nations Ranking on the Monday of the week of the Event.

56.2.3.4 The count-back calculation in Regulation 56.2.3 will continue until only two Nations remain tied, at which point the tie between those two Nations will be broken by their head-to-head record.

56.2.4 In the event that a Nation withdraws from the Event prior to completing all of the Ties in its round robin group, any points earned against the withdrawing Nation will not be counted in the count-back calculation. (For example, if Nation A beats Nation B, where the former has not yet played Nation C, and Nation B withdraws, the score from the match between Nation A and B will not be included in the count-back calculation).

56.2.5 The ITF will announce the format for determining the overall winner of the Event in advance of the Event. The ITF may determine the format at its discretion. The possible formats include:

56.2.5.1 The winner is based on the Nation that has the greatest number of points following the round robin, determined in accordance with the count-back calculation in Regulation 56.2.3.

56.2.5.2 The round robin is followed by a play-off between the winners or other top-placed finishers (as specified by the ITF) of each round robin group.

57. Finals Week

57.1 *Order of play*

57.1.1 The order of play for each Tie in the Finals Week will be decided by the Davis Cup Committee following consultation with the Tournament Director.

57.2 *Scoring – Finals Week Round Robin*

57.2.1 The Nation that wins the majority of the matches in a Tie will be declared the winner of the Tie and awarded one point.

57.2.2 Where a result has been obtained after the singles matches, the doubles match must still be played to obtain the full score, unless the Referee decides that is not practicable due to an unavoidable hindrance. When a knock-out format is used, where a result has been obtained after the singles matches the Referee may decide to cancel the doubles match in consultation with the Tournament Director.

57.2.3 The final standings in each group shall be determined by the following count-back calculation (i.e. determined by the first of the following methods that applies, following the order set out below):

57.2.3.1 greatest number of points;

57.2.3.2 if three Nations are tied, then the following order applies:

- (a) any Nation that has not played the other three Nations in its round robin group is automatically eliminated;
- (b) highest percentage of matches won;
- (c) highest percentage of sets won;
- (d) highest percentage of games won; then finally
- (e) the Nations' positions on the Davis Cup Nations Ranking of the Monday of the week of the Finals Week.

57.2.3.3 As soon as the count-back calculation in Regulation 57.2.3.2 produces one superior Nation (first place) or one inferior Nation (fourth place), and the two remaining Nations are tied, the tie between those two Nations will be broken by their head-to-head record.

57.2.4 57.2.3.2 In the event that a Nation withdraws from the Finals Week prior to completing all of the Ties in its round robin group, any points earned against the withdrawing Nation will not be counted in the count-back calculation. (For example, if Nation A beats Nation B, where the former has not yet played Nation C, and Nation B withdraws, the score from the match between Nation A and B will not be included in the count-back calculation).

57.3 *Dead match policy for Finals Week Round Robin*

57.3.1 All matches in the Finals Week Round Robin must be played, except if called off due to an unavoidable hindrance where a result in the Tie has already been obtained.

57.4 *Scoring – Finals Week Knock-Out Rounds*

57.4.1 In the Quarter-Final, Semi-Final and Final Ties, the Nation that wins the majority of matches in the Tie will be declared the winner of the Tie.

57.5 *Dead match policy for Finals Week Knock-Out Rounds*

57.5.1 In the Quarter-Finals and Semi-Finals, if the second match is decisive, the doubles match must still be played to the best of three tie-break sets, unless called off by the Referee due to unavoidable hindrance where the result of the Tie has already been obtained.

57.5.2 In the Final, if the second singles match is decisive, the doubles match will not be played. The Closing Ceremony and Trophy presentation will take place immediately after the second singles match.

58. Consequences if play called off due to bad weather or other unavoidable hindrance or circumstances

58.1 Where play is called off due to bad weather or any other unavoidable hindrance:

58.1.1 if a result has been obtained, Nations are not required to complete the Tie unless decided otherwise by the Referee.

58.1.2 if a result has not been obtained:

58.1.2.1 Nations must stay and play for two further days if necessary to conclude the Tie. If the Tie has not been concluded after those two days, every effort must be made to conclude the Tie on a further third or fourth day.

58.1.2.2 If a Player's other commitments make it impossible for him to stay longer than two days after the initially-scheduled completion date, then the Referee will postpone the Tie. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

58.1.2.3 Failure to conclude a Tie as provided in Regulation 58.1.2 will render one or both Nations liable to be defaulted.

58.2 Consequences if play called off due to the other unavoidable circumstances:

58.2.1 Where play is interrupted due to circumstances outside the Host/Home Nation's control, including without limitation, on-site exposure to Covid-19, or government decree, the Referee, in consultation with the ITF Executive, may call off a Tie and/or Event.

58.2.2 Where the Referee cancels a Tie and/or Event pursuant to Regulation 58.2.1:

58.2.2.1 if a result has been obtained, Nations are not required to complete the Tie and/or Event.

58.2.2.2 if a result has not been obtained, the Referee will postpone the Tie. The Davis Cup Committee will then notify the two Nations concerned of the new date by which the Tie must be played and concluded.

59. Scoring if match is a walk-over or started and not completed

59.1 If a match is a walk-over (i.e. a player defaults before play is started), the score must be recorded as 6-0, 6-0.

59.2 If a match is started but not completed, the full score must be recorded. (For example, if Player A leads over Player B by 6-1, 4-3 when Player B is injured and unable to continue, Player A's victory must be recorded as 6-1, 6-3).

60. Default in the event of a no-show

60.1 If after the ITF has approved the arrangements made for playing a Tie/Event, a Nation fails to send a team to compete in a Tie/Event:

60.1.1 it will be defaulted from the Tie;

60.1.2 it will be defaulted from the remainder of the Event, unless decided otherwise by the Referee;

60.1.3 it will be defaulted from the remainder of the Competition, unless decided otherwise by the ITF Internal Adjudication Panel;

60.1.4 it may, on application by the ITF, be subject to a fine imposed by the ITF Internal Adjudication Panel;

60.1.5 (for a No Show in the Finals Week or a Home & Away Tie) it will be liable for all reasonable expenses incurred by the ITF, or the Finals Week Organiser and the other Nation(s) participating in the Tie/Event up to the date when notice of default was received by the ITF (as determined by the ITF Internal Adjudication Panel);

60.1.6 it will not be eligible to participate in the next one or more editions of the Davis Cup competition in the ITF Internal Adjudication Panel's discretion; and

60.1.7 (for a No Show in the Finals Week) it may be relegated to a lower group for the next edition of the Davis Cup competition that it participates in.

60.2 Any claim for reasonable expenses under this Regulation must be made within two months of the date fixed for the conclusion of the Tie. In the event of disagreement, the ITF Internal Adjudication Panel will determine the amount of reasonable expenses to be paid by the defaulting Nation.

- 60.3 The defaulting Nation will be allowed one month from the date of the notification to pay the reasonable expenses and fine (if applicable). It will not be eligible to participate in any future edition of the Davis Cup competition until such sums payable have been paid in full.

M. CEREMONIES

61. ITF approval

- 61.1 The location and timing of any ceremonies are subject to the ITF's prior approval.

62. Opening Ceremony

- 62.1 An Opening Ceremony must take place on the first day of the Tie/Event, save that it:

62.1.1 is optional for Group III and IV Events; and

62.1.2 may take place the day before the first day of the Finals Week.

63. Team Presentation Ceremony

- 63.1 A Team Presentation Ceremony (where the Players/Captains are introduced on court) may take place in Qualifier, World Group I and II and Play-off Ties only if both Nations participating in the Tie agree. If so agreed, it must take place on the second day of the Tie.

64. Trophy and Closing Ceremony

- 64.1 The trophy presented by Mr. Dwight F. Davis in 1900 will be awarded to the winner of the Final (the Trophy) during the Closing Ceremony, which is to take place immediately after the completion of the Final.

- 64.2 The winning Nation may keep the Trophy in its possession until a date specified by the ITF in the year following the Final. After the Final, it is the responsibility of the winning Nation to arrange for the shipment of the Davis Cup Trophy:

64.2.1 back to its country or territory, clearing the Trophy through customs and paying any costs incurred; and

64.2.2 to the ITF the following year so that it is received no later than the date specified by the ITF, clearing the Trophy through customs and paying any costs incurred.

- 64.3 The Trophy will at all times remain the property of the ITF. Nations must comply (and must ensure that any Team Member or third party handling the Trophy complies) with the Davis Cup Trophy Protocol.

N. COMMERCIAL AND FINANCIAL RIGHTS/OBLIGATIONS

65. Commercial and financial rules

- 65.1 The commercial and financial rights and obligations of Nations and Team Members are set out in Schedule 2, the Hosting Manual, the Commercial Letter(s) and the Financial Letter.

O. INTEGRITY

66. Anti-doping

- 66.1 The Tennis Anti-Doping Programme (the TADP, available for download at www.itia.tennis) applies to the Competition, and testing may be conducted during the Competition in accordance with the TADP. Each Nation and Team Member, and each Player Support Person (as defined in the TADP), shall be deemed to have agreed to be bound by and to comply with all of the provisions of the TADP.
- 66.2 Re-assessment of results:
- 66.2.1 If any Player's results in the Competition are disqualified pursuant to the TADP, those results will not be re-assessed for purposes of the Competition, except that any wins by the Player (or by a doubles pair including the Player) in the Final that are disqualified pursuant to the TADP will be reversed and all unplayed dead matches in which the Player would have played will be awarded to the opposing Nation of such Player.
- 66.2.2 If such re-assessment results in the Nation that originally lost the Final being declared the winner:
- 66.2.2.1 the Nation that originally won the Final must repay to the ITF the difference between the Participation Payment it received for winning and the Participation Payment paid to the Nation that originally lost the Final;
- 66.2.2.2 the other Players from the original winning Nation must return the difference between the Prize Money paid to the Players of the winning Nation and that paid to the Players of the runner-up Nation; and
- 66.2.2.3 the amounts under Regulations 66.2.2.1 and 66.2.2.2 will be paid to the new winning Nation and Players only once the ITF receives the repayments.
- 66.3 Forfeiture of Nation's Participation Payment:

66.3.1 Where a Player's results in any Tie are disqualified pursuant to the TADP, that Player's Nation must repay to the ITF the following proportion of its Participation Payment (after deducting any payment paid to that Nation's Players) within the deadline specified by the ITF:

66.3.1.1 For Finals Week and Groups III and IV: the proportion is equal to the number of matches played by the Player divided by the total number of matches played by the Player's Nation.

66.3.1.2 For Qualifiers, World Groups I and II and Play-offs: the proportion is 20% per singles match and 10% per doubles match played by the Player.

66.4 Forfeiture of prize money:

66.4.1 Where a Player's results in any Tie are disqualified pursuant to the TADP, the Player will forfeit the prize money he actually received (or is owed).

66.4.1.1 If the Player participated in the Finals Week (and so received a direct payment of Prize Money), he must repay that Prize Money to the ITIA.

66.4.1.2 If the Player did not participate in the Finals Week (and so any prize money received was paid to him by his Nation), the Nation must repay the prize money to the ITIA.

66.4.2 The Player and/or his Nation (as applicable) must repay the prize money to the ITIA within a deadline specified by the ITIA. The Player and/or Nation (as applicable) must provide proof of the prize money actually received or paid/owed. In the event that a Player or Nation cannot establish to the satisfaction of the ITIA how much money the Player actually received, the prize money (as defined in the TADP) to be forfeited under the TADP will be based on the same proportions as set out in Regulation 66.3.1.

66.4.3 Where the Player and/or Nation fail(s) to provide proof of the prize money received or paid/owed that is satisfactory to the ITIA, the ITIA may conduct an investigation to determine that amount, including by making a written demand to the Player and/or his Nation to furnish any evidence the ITIA considers relevant to its investigation (including, without limitation, bank statements and/or signed witness statements). Where the ITIA establishes that the amount of prize money actually received by or owed to the Player exceeds the amount of prize money that would have been deemed forfeited under Regulation 66.4, the ITIA may require the Nation to pay the actual amount received/owed.

67. Anti-corruption

- 67.1 The Tennis Anti-Corruption Program (available for download at www.itia.tennis) applies to the Competition. Each Nation, Team Member and any other Covered Person (as defined in the Tennis Anti-Corruption Program) shall be deemed to have agreed to be bound by and to comply with all of its provisions.

P. INVESTIGATIONS AND RECIPROCITY

68. ITF power to investigate potential breaches

- 68.1 The ITF has the power to conduct investigations into any potential breach of the Regulations.
- 68.2 Nations and any person bound by the Regulations must cooperate fully with investigations conducted pursuant to this Regulation 68. In cases of refusal or failure to cooperate without compelling justification, disciplinary proceedings may be brought against the Nation and/or person concerned before the Independent Tribunal (sitting as a first instance body), and if the Independent Tribunal finds that there has been such refusal or failure without compelling justification then it shall impose upon the Nation and/or Team Member such sanctions as it sees fit.
- 68.3 The ITF may make a written demand to a Nation and/or any person bound by the Regulations to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a breach of the Regulations, including (without limitation) requiring a representative of the Nation and/or the person concerned to attend an interview and/or to provide a written statement setting forth his knowledge of the relevant facts.
- 68.4 The ITF may in its absolute discretion share information concerning any complaint against any person bound by the Regulations with, and/or may conduct an investigation in conjunction with, any other tennis organisation or any other relevant authorities. The ITF may also refer the complaint and/or any information received during the course of its investigations or proceedings to any authorities it considers appropriate in its absolute discretion. The ITF may, where it deems appropriate, stay its own investigation pending the outcome of investigations being conducted by any other tennis organisations and/or any relevant authorities.

69. Reciprocity

- 69.1 The ITF reserves the right to ask the ITF Internal Adjudication Panel to extend to any or all Ties/Events a suspension issued against a Nation or any person bound by the Regulations either (i) by or on behalf of the ITF pursuant to any ITF code or policy, or (ii) by any other tennis organisation including National Associations, the Grand Slam Board, WTA and ATP. The ITF Internal Adjudication Panel's decision may be appealed by the Nation or person concerned and/or the ITF to

the Independent Tribunal. There shall be no right of appeal against the Independent Tribunal's decision.

Q. DISPUTES AND ENFORCEMENT OF REGULATIONS

70. Onsite enforcement

70.1 The Referee is responsible for enforcing the Rules and Regulations onsite.

71. First instance proceedings

71.1 *Referee*

71.1.1 The Referee has exclusive jurisdiction, in the first instance, over the following matters:

71.1.1.1 unless expressly referred elsewhere in the Code of Conduct, an allegation that a Team Member has committed an offence under the Code of Conduct that is not a Major Offence or a breach of the Welfare Policy;

71.1.1.2 any disputes or questions of interpretation that arise onsite at any Ties/Events in relation to the Rules and Regulations; and

71.1.1.3 any other decisions, disputes, questions of interpretation or other matters that are entrusted under the Rules and Regulations to the Referee.

71.1.2 Unless expressly provided otherwise, there is no right of appeal from the Referee's decisions.

71.2 *Davis Cup Committee*

71.2.1 The Davis Cup Committee (or its delegate) will decide any issues entrusted to it under these Regulations. Unless expressly provided otherwise, there is no right of appeal from its decisions.

71.3 *Board, ITF Executive or other designated person/entity*

71.3.1 The Board, ITF Executive and any other person/entity designated under these Regulations may decide any issues entrusted to them (respectively) under these Regulations. Unless expressly provided otherwise, there is no right of appeal from their respective decisions.

71.4 *ITF Internal Adjudication Panel*

71.4.1 The ITF Internal Adjudication Panel has exclusive jurisdiction, in the first instance, over the following matters:

- 71.4.1.1 any request for a decision that is expressly entrusted under the Rules and Regulations to the ITF Internal Adjudication Panel;
 - 71.4.1.2 any dispute or question about the proper interpretation of these Regulations (save in respect of any matters that arise onsite during the Competition, which fall under the jurisdiction of the Referee);
 - 71.4.1.3 any dispute or question about Player/Captain eligibility arising under the Regulations;
 - 71.4.1.4 any allegation that a Team Member or other person or entity bound by the Regulations has failed to comply with any other aspect of the Rules and Regulations (unless expressly referred elsewhere); and
 - 71.4.1.5 any other dispute arising out of or relating in any way to the Regulations that is referred to it by the Board (if the matter referred under this Regulation involves an appeal of a decision, the appeal shall not take the form of a *de novo* review, but instead shall be limited to a consideration of whether the decision being appealed was erroneous).
- 71.4.2 Any disputes referred under these Regulations to the ITF Internal Adjudication Panel must be referred within 14 days of the Nation or person concerned or the Board becoming aware of the dispute. Any failure to meet that deadline shall constitute a waiver of all rights in respect of the dispute, unless decided otherwise by the ITF Internal Adjudication Panel.
- 71.4.3 The ITF Internal Adjudication Panel has appellate jurisdiction over decisions of the Referee as to which the Rules and Regulations provide an express right of appeal.
- 71.4.4 The ITF Internal Adjudication Panel shall conduct all proceedings before it in accordance with its Procedural Rules.
- 71.4.5 Decisions of the ITF Internal Adjudication Panel are final and binding on all parties, and may only be challenged by way of appeal as set out in Regulation 74.

71.5 *Independent Tribunal*

- 71.5.1 The Independent Tribunal has exclusive jurisdiction, in the first instance, over the following matters:
 - 71.5.1.1 any request for a decision that is entrusted under the Rules and Regulations to the Independent Tribunal;

- 71.5.1.2 any allegation arising in relation to the Competition of a breach of:
 - (a) the Tennis Anti-Doping Programme;
 - (b) the Code of Conduct for a Major Offence;
 - (c) the Welfare Policy; and
- 71.5.1.3 any other dispute arising out of or relating in any way to the Regulations that is referred to it as a first instance body by the Board or the ITF Internal Adjudication Panel.
- 71.5.2 The Independent Tribunal shall have exclusive appellate jurisdiction over decisions of the ITF Internal Adjudication Panel under the Regulations (save for decisions of that panel on appeals against decisions of the Referee, as to which there shall be no right of appeal). The Independent Tribunal may also hear any other appeals expressly referred to it under the Rules and Regulations. Where there is a right of appeal to the Independent Tribunal, the parties may agree to waive the first instance proceedings and instead have a single (first instance) hearing before the Independent Tribunal, with no further right of appeal from its decision.
- 71.5.3 The Board or the ITF Internal Adjudication Panel may (where it deems it appropriate) refer any matter under Regulation 71.4 to the Independent Tribunal. The Independent Tribunal will sit as a first instance body, but there shall be no right of appeal against the Independent Tribunal's decision.
- 71.5.4 The Independent Tribunal will conduct all proceedings before it in accordance with its Procedural Rules.
- 71.5.5 Decisions of the Independent Tribunal sitting as a first instance tribunal may only be challenged by way of appeal to the CAS, as set out in the Independent Tribunal Procedural Rules.
- 71.5.6 Decisions of the Independent Tribunal sitting as an appellate body are final and binding, with no further right of appeal to any further body.
- 71.6 ***Anti-Corruption Officer***
 - 71.6.1 The Anti-Corruption Officer has exclusive jurisdiction, in the first instance, over any allegation in relation to the Competition of a breach of the Tennis Anti-Corruption Program.
 - 71.6.2 Decisions of the Anti-Corruption Officer may be appealed as set out in the Tennis Anti-Corruption Program.

72. Provisional suspensions

- 72.1 Provisional suspensions may be imposed in accordance with Schedule 3 (Code of Conduct) Article III section C, and/or Schedule 4 (Welfare Policy) Article b(i), or where otherwise expressly provided in the Rules and Regulations (such as in the Tennis Anti-Doping Programme and Tennis Anti-Corruption Program).

73. Sanctions

- 73.1 Where the ITF Internal Adjudication Panel and/or the Independent Tribunal (as applicable) upholds an allegation of breach of the Regulations, it may impose one or more of the sanctions below for such breach, unless the Regulations specify other specific sanctions for such breach:
- 73.1.1 a caution, reprimand and/or warning as to future conduct;
 - 73.1.2 a fine payable by a specified date;
 - 73.1.3 withholding of part or all of any payments otherwise due under Schedule 2, Articles 9-10;
 - 73.1.4 disqualification/expulsion from the Competition and/or any specific matches, Ties and/or Events in the Competition, with all resulting consequences;
 - 73.1.5 a specified period of ineligibility from participating in the Davis Cup competition, with all resulting consequences; and/or
 - 73.1.6 such other sanction(s) as the Panel deems appropriate.
- 73.2 The ITF Internal Adjudication Panel and/or Independent Tribunal (as applicable) has the power to suspend all or any part of a sanction for a specified period, and to vacate the suspended sanction(s) at the end of that period if there have been no further breaches in the interim.

74. Appeals

74.1 *Standard appeal procedure*

- 74.1.1 Subject to any contrary provision in the Rules and Regulations, appeals must be brought within no later than 21 days after receipt of the decision in question.
- 74.1.2 Notwithstanding, Regulation 74.1.1, the ITF Executive or the Internal Adjudication Panel may reduce the 21 day appeal timeframe in exceptional circumstances, including but not limited to, where a decision needs to be rendered expeditiously to ensure the successful delivery of the Competition.

74.1.3 Subject to any contrary provision in the Rules and Regulations, appeals may (only) be brought by:

74.1.3.1 the person/Nation that is the subject of the decision being appealed;

74.1.3.2 the Nation of the person who is the subject of the decision being appealed;

74.1.3.3 any Nation that is directly affected by the decision being appealed; and/or

74.1.3.4 the ITF.

74.2 *Expedited appeal procedure available for Finals Week*

74.2.1 For the Finals Week, where a Referee makes a decision under Regulation 12.1.4.1 against a Team Member for misconduct, or a Team Member is defaulted from a Tie as a result of an Onsite Offence, the group of Referees appointed for the Finals Week (or the Executive Director) shall have the power to remove the Team Member, or default the Player, for the remainder of the Finals Week, provided that (in the view of the Referees or Executive Director) such measure is required to protect the integrity and/or reputation of the Davis Cup competition, the ITF and/or the sport of tennis. A decision under this Regulation may be appealed by:

74.2.1.1 the Team Member that is the subject of the decision being appealed;

74.2.1.2 the Nation of the person who is the subject of the decision being appealed; and/or

74.2.1.3 the ITF.

74.2.2 Any appeal under this Regulation 74.2 during the Finals Week may be subject to the special expedited procedure set out below, provided that the requirements set out below are met:

74.2.2.1 In order for the special expedited procedure to apply, the Team Member/Nation concerned must provide written notification of his intention to appeal to the Executive Director (who will notify the Independent Tribunal and, unless already notified, the Nation of the Team Member concerned) within one hour of notification of the decision in issue. If the Executive Director considers that the one-hour deadline is not feasible in the circumstances, he may extend that deadline, but in any event it shall not exceed 24 hours

following notification of the decision. No notice of intention to appeal is required for any appeal by the ITF.

- 74.2.2.2 The appellant must file a written notice of appeal as soon as practicable with the Executive Director (who will forward the appeal to the Independent Tribunal and, where applicable, the Nation of the person concerned), but in any event no later than 48 hours after notification of the decision in issue. The Independent Tribunal may invite the respondent and/or any other interested parties to file written response submissions within 24 hours (or less) of receipt of the notice of appeal.
 - 74.2.2.3 Subject to Regulation 74.2.2.4, the Independent Tribunal will order an oral hearing to proceed onsite (or other convenient location for the parties) as soon as reasonably practicable in the circumstances.
 - 74.2.2.4 Subject to the approval of the Independent Tribunal, the parties to the appeal may agree to waive the right to an oral hearing, so that the Independent Tribunal renders a decision on the papers alone.
 - 74.2.2.5 The parties may be assisted by a legal or other representative during the hearing, and may call witnesses.
 - 74.2.2.6 The Independent Tribunal will issue a decision as soon as reasonably practicable after the hearing and/or receipt of written submissions. The Independent Tribunal may issue the operative part of the award in writing, with a written reasoned decision to follow later.
 - 74.2.2.7 The Independent Tribunal has the power to vary the deadlines set out in this Regulation depending on the specific circumstances of the case. The Independent Tribunal will apply its Procedural Rules, amended as necessary to accommodate this special expedited procedure for the Finals Week.
- 74.2.3 If the person/Nation concerned does not request (or comply with the requirements for) the special expedited procedure set out above, he/it may still bring an appeal to the Independent Tribunal, in accordance with the standard appeal procedure under Regulation 74.1 (or other specific procedure provided in the relevant section of the Regulations). In such a case, the person/Nation concerned shall not be entitled to an expedited procedure under the Independent Tribunal's Procedural Rules, unless the Independent Tribunal decides otherwise based on the specific circumstances of the matter in issue.

75. Failure to pay fines

- 75.1 A Nation that fails to pay a fine within three months will not be allowed to participate in further editions of the Davis Cup competition until the fine is paid in full, unless otherwise decided by the ITF Internal Adjudication Panel.

R. MISCELLANEOUS

76. Communications

- 76.1 Any communications required to be made by the ITF (or any of its representatives) under the Regulations to:
- 76.1.1 a Nation will be sent to the National Association of that Nation by post, fax, email or otherwise at the ITF's discretion;
 - 76.1.2 one or more of the Nation's Team Members, directors, officials, officers, members of staff, employees, contractors, agents, supporters or other representatives may be sent to the individual in question directly (by post, fax, email or otherwise at the ITF's discretion) or to the National Association to which the individual is affiliated in accordance with Regulation 76.1.1 (in which case it will be the responsibility of the National Association to ensure that the communication is passed to the relevant individual(s)).
- 76.2 For the purposes of Regulation 76.1, a Nation and/or individual will be deemed to have received a communication from the ITF under these Regulations (a) if sent by fax or email, on the business day such fax or email is sent (or, if not sent on a business day, on the first business day after the day on which it is sent); and (b) if sent by post, three business days after the day upon which the notification is posted to the Nation and/or individual. For these purposes, a 'business day' means a day on which the banks are open for business in the country/territory of the Nation or (as applicable) in the country in which the individual is residing.
- 76.3 Any communications required to be made by a Nation to the ITF under the Regulations must, unless otherwise specified by the ITF, be made by email with copy by post to:

International Tennis Federation
FAO Executive Director
Bank Lane
Roehampton
London SW15 5XZ
England
Email: executive.director@itftennis.com

77. Governing law and jurisdiction

- 77.1 The Rules and Regulations and any dispute arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law, without regard to English law conflict of law principles.
- 77.2 Strictly subject to the alternate dispute resolution provisions set out in Regulations 70 to 74 or elsewhere in the Rules and Regulations, each Nation and each of its Team Members, directors, officials, officers, members of staff, employees, contractors, agents, and representatives agrees to submit any disputes or claims or other matters arising in relation to the Rules and Regulations (including any non-contractual disputes or claims) to arbitration before the CAS, to the exclusion of any other court or forum.

78. Waiver of claims and limitation of liability

- 78.1 Subject to Regulation 78.3, by submitting an entry and/or participating in the Competition, each Nation and each of its Team Members agrees to waive all claims of any kind, nature and description, for themselves and for their executors, administrators, heirs and personal representatives, including past, present and future claims, for:
- 78.1.1 any injuries, losses or damages sustained in travelling to and/or from the Competition venue; and/or
- 78.1.2 participating in the Competition;
- against each of the ITF (and its designees), the Finals Week Organiser, Home/Host Nations, Sponsors and any other commercial partners.
- 78.2 The ITF bears no liability to any Nation (or any of its Team Members) or any other persons or entities for any loss incurred as a result of a delayed, cancelled or rescheduled match, Tie and/or Event.
- 78.3 Nothing in the Regulations excludes or limits the liability of the ITF (and its designees), the Finals Week Organiser, Home/Host Nations or Sponsors or other commercial partners (i) for death or personal injury caused by their (respective) negligence; (ii) for fraud; or (iii) to the extent that such exclusion or limitation is not permitted by applicable law.

79. Severability

- 79.1 A ruling by a competent authority that any provision of the Regulations is invalid or unenforceable shall not affect the legal enforceability of the Regulations as a whole. Instead, such provision shall be replaced by the ITF with a valid and enforceable replacement provision as close as possible in effect to the replaced provision.

80. Matters not provided for

- 80.1 Where a matter arises for which provision has not been made in the Regulations, the Board will provide for the matter as it sees fit.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

S1.1 The following words or terms have the following meanings when used in the Rules and Regulations:

Annual General Meeting: as defined in the ITF Constitution.

Anti-Corruption Officer: means the position described in Regulation 71.6.

Application to Host Form: the form to be completed by any Nation wishing to apply to host a Group III or IV Event.

ATP: Association of Tennis Professionals.

Board: the Board of Directors of the ITF.

Captain: any captain (whether playing or non-playing) nominated by a Nation to participate in one or more Ties and/or Events in the Competition.

Captains' Meeting: a meeting called by the Referee with the Captains of the two Nations participating in a Tie, or the Captains of all Nations participating in the Event, as described in Regulation 44.

CAS: the Court of Arbitration for Sport in Lausanne, Switzerland.

Chair Umpire: the on-court official responsible for calling the score and otherwise officiating a match. The Chair Umpire may be 'neutral' (i.e. from a different country than the two Nations in the match) or 'non-neutral' (from the same country as one of the two Nations in the match).

Change of Selection Deadline: the deadlines for changing singles and doubles Player selections set out in Regulation 41.

Chief Umpire: the onsite official responsible for assisting the Referee and managing and overseeing the other Officials appointed for any Tie/Event.

Choice of Ground: as defined in Regulation 28.2.

Closing Ceremony: the Trophy presentation ceremony held on court immediately after the conclusion of the Final, as described in Regulation 64.

Code of Conduct: the code of conduct set out at Schedule 3.

Commercial Letter: the letter(s) sent by the ITF to participating Nations before each Tie/Event by 31 October for the Qualifiers and Finals and eight weeks before any other Tie/Event setting out details of the commercial and operational requirements to be fulfilled by participating Nations and the way in which the participating Nations may be permitted to exercise rights in the Competition.

Commercial Rights: as defined in Schedule 2, Article 1.1.

Competition: as defined in Regulation 1.2.

Court Pace Rating: the pace of a court surface, determined in accordance with the Rules of Tennis.

Covered Person: as defined in the preamble to the Welfare Policy.

Credentialed Person: as defined in the preamble to the Welfare Policy.

Davis Cup: the annual international men's team tennis tournament known by that name, being an official team competition of the ITF.

Davis Cup Committee (or DCC): the body appointed by the ITF to manage the Davis Cup competition, which has the powers and duties set out in Regulation 5.

Davis Cup Nations Ranking: the ranking of a Nation in the Competition, published at: www.daviscup.com/en/rankings/current-rankings.aspx

Davis Cup Trophy Protocol: the protocol established by the ITF regarding the handling of the Trophy, as amended from time to time.

Entry Deadline: 3pm GMT on 16 August 2021.

Event: a series of round robin Ties (with a play-off or knock-out format) played within a one week period.

Event Draw: the draw that will take place at Group III and IV Events to determine the composition of the round robin groups.

Executive Director: the person appointed by the ITF with the powers and duties set out in Regulation 6.

Final: the final round of the Competition, contested by two Nations for the Trophy.

Finals Round Robin: the first round of the Finals Week consisting of a round robin between 16 Nations.

Finals Week: the top level of the Competition held over a period of one week, consisting of an 16-Nation Finals Round Robin, Quarter-Finals, Semi-Finals and Final.

Finals Week Knock-Out Rounds: the Quarter-Finals, Semi-Finals and Final.

Finals Week Organiser: a third party appointed by the ITF to organise the Finals Week.

Financial Letter: the letter sent by the ITF to participating Nations setting out further details of the financial requirements and benefits applicable to participating Nations.

Grand Slam Board: the body responsible for managing the four Grand Slam tournaments.

Gross Receipts: all monies received by a Home Nation in respect of admissions to the grounds, courts and stands at the Tie venue after the deduction of any government and/or municipal taxes (such deductions not exceeding 20% of the gross receipts).

Home & Away: the format for Ties in the Qualifiers, World Groups I and II and Play-offs, where the location of each Tie is determined in accordance with Choice of Ground principles (Regulation 28.2), and where each Tie has a Home Nation (hosting the Tie) and a Visiting Nation (save if Regulation 28.2.5.2(a) applies).

Home Nation: a Nation responsible for hosting a Home & Away Tie in the Qualifiers World Groups I and II or Play-offs, determined in accordance with Regulation 28.2.

Home Nation Rights: as defined in Schedule 2, Article 17.5.

Host Application Deadline: to be determined from time to time by the ITF Executive and notified in advance to the Nations participating in that Event.

Host Nation: a Nation responsible for hosting a Group III or IV (or lower) Event.

Hosting Manual: a manual issued by the ITF, setting out the requirements for organising Ties/Events in the Competition.

Hosting Requirements: a document issued by the ITF, setting out the hosting requirements for Group III and IV Events.

Independent Doctor: an independent medical doctor appointed for a Tie/Event in accordance with Regulation 11, and with the responsibilities (among others) set out in Schedule 5.

Independent Tribunal: an independent and impartial tribunal appointed in accordance with the Independent Tribunal's Procedural Rules.

International Sponsor: the company or other entity to which the ITF (or its designee) grants a package of rights for part or all of the Competition.

ITF: ITF Limited (t/a the International Tennis Federation), responsible for the regulation of the Davis Cup competition (including the contents of the Regulations), and/or ITF Licensing (UK) Limited, which owns all the commercial rights in (and the rights to operate and manage) the Davis Cup competition, and/or their designees.

ITF Constitution: the memorandum of association, articles of association and bye-laws of the ITF, as amended from time to time, available at www.itftennis.com/en/about-us/governance/rules-and-regulations/constitution

ITF Duties and Procedures for Officials: the rules of procedures and duties for Officials issued by the ITF, as amended from time to time.

ITF Event Manager: the person appointed by the ITF, with the powers and duties set out at Regulation 12.2.

ITF Executive: the executive staff members of the ITF responsible for the organisation of professional tennis events.

ITF Internal Adjudication Panel: an internal hearing panel appointed in accordance with the ITF Internal Adjudication Panel's Procedural Rules.

ITFL: ITF Licensing (UK) Limited.

ITIA: the International Tennis Integrity Agency.

Line Umpire: the match-court official responsible for making line calls (among other things).

Major Offence: the offences set out at Schedule 3 (Code of Conduct), Article III.

Media Manager: the person appointed to manage the media at a Tie/Event with the powers and duties set out in Regulation 12.5.

Medical Time-Out: as described in Schedule 5.

Members: as defined in the ITF Constitution.

Nation: has the same meaning as 'National Association'.

National Association: a member association of the ITF, representing one country or territory, including its officers, directors, employees, representatives, consultants, agents and volunteers, as well as the team representing it in the Davis Cup competition.

Neutral Ground: location for a Home & Away Tie that is not in the country of either the Home Nation or Visiting Nation (i.e. a neutral venue), as described in Regulation 28.2.

No Show: as defined in Regulation 60.

Official: includes any match officials appointed by the ITF (or its designee) or a Home/Host Nation, including the Referee, Chair Umpires (whether neutral or non-neutral), Chief Umpires, Line Umpires and the Review Official.

Official Dinner: an official dinner that may be held by the organiser of a Tie/Event.

Official Functions: include the Captains' Meeting, Pre-Draw Press Conference, Pre-Tie Function, Post-Draw Press Conference, on-court ceremonies (including the Opening Ceremony, Team Presentation Ceremony and Closing Ceremony), Official Dinner, and any Official Player Party.

Official Organiser: the person appointed by a Home/Host Nation with the powers and duties set out in Regulation 12.3.

Official Player Party: an official event that may be held for the Finals Week.

Official Sponsor: a sponsor of the Competition and/or any Tie/Event in the Competition granted the right by the ITF (or its designee) to use the designation 'Official Sponsor'.

Official Supplier: a supplier of the Competition and/or any Tie/Event in the Competition granted the right by the ITF (or its designee) to use the designation 'Official Sponsor'.

Official Team Championship: as defined in the ITF Constitution.

Olympic Tennis Event: as defined in the ITF Constitution.

Onsite Offence: the offences set out in Article II of the Code of Conduct.

Opening Ceremony: as described in Regulation 62.

Participation Payment: payment paid to Nations, which the Nation may then distribute to its Team Members as it wishes.

Play-offs: see definition for **World Group Play-offs** below.

Player: any tennis player nominated by a Nation to participate (or otherwise participating) in one or more Ties/Events in the Competition.

Player Selection Deadline: as specified in Regulation 40.2.

Player Support Team Member: as defined in the preamble to the Welfare Policy.

Point Penalty Schedule: the point penalty schedule set out at Schedule 3 (Code of Conduct), section S.

Post-Draw Press Conference: as described in Regulation 48.

Pre-Draw Press Conference: as described in Regulation 45.

Pre-Tie Function: as described in Regulation 46.

Prize Money: prize money paid to Players participating in the Finals Week.

Procedural Rules: the procedural rules of the ITF Internal Adjudication Panel and/or the procedural rules of the Independent Tribunal, both as amended from time to time.

Qualifiers: a round of knock-out Home & Away Ties contested by 24 Nations over a period of one week, with the 12 winners advancing to the Finals Week.

Qualifiers Draw: draw to determine which Nations will play each other in the Qualifiers.

Qualifiers Draw Deadline: no later than 10 days after the Finals of the previous edition of the Davis Cup competition.

Quarter-Finals: a round in the Finals Week contested by the eight Nations that win the Finals Round Robin.

Quarter-Finals Draw: draw to determine which Nations will play each other in the Quarter-Finals.

Questionnaire: the form setting out various arrangements for the organisation of the Tie that are subject to the approval of the Davis Cup Committee.

Questionnaire Deadline: as specified in Regulation 27.1.1.

Referee: the referee appointed for a Tie/Event by the Davis Cup Committee or ITF (see Regulation 10.1) with the duties and powers set out under Regulation 12.1.

Region: a geographical zone in each of the Regional Groups, including (i) Europe/Africa (which for Group III shall be further subdivided into a Europe Zone and an Africa Zone), (ii) the Americas, or (iii) Asia/Oceania.

Regional Group: any one of Group III-IV, which are different levels of the Competition below World Groups I and II.

Regional Group III and IV Draw: the draws to determine the round robin pools for each Regional Group in Groups III and IV.

Regulations: as defined in Regulation 2.1.

Related Person: any Team Member; any management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Team Member; and any other person who receives accreditation to a Tie/Event at the request of a Team Member or any other Related Person.

Review Official: the match official responsible for reviewing the electronic line calling system onsite.

Round Robin Draw: as defined in Regulation 21.5.

Rules and Regulations: as defined in Regulation 2.2.

Rules of Tennis: the rules of tennis issued by the ITF, as amended from time to time.

Security Guidelines: the guidelines issued by the ITF from time to time, setting out requirements for security at Ties/Events.

Security Officer: the person appointed to manage security at a Tie/Event, with the duties set out in Regulation 12.4.

Security Plan: the form to be completed by Home/Host Nations upon request by the ITF, setting out detailed security plans and arrangements for a Tie/Event.

Security Questionnaire: the form to be completed by Home/Host Nations in relation to security arrangements for a Tie/Event.

Semi-Finals: a round in the Finals Week contested by the four Nations that win their Quarter-Final Ties.

Sponsor: includes the Title Sponsor, International Sponsors, Team Sponsors and Tie Sponsors and any other Official Sponsor of the Competition.

Sports Physiotherapist: a physiotherapist appointed by the Host Nation for Group III and IV Events or any physiotherapist engaged by a Nation and/or a Player to treat Player(s)/himself during the Competition.

Squad: Players/Captain nominated by a Nation in accordance with Regulation 36.1

Squad Nomination Deadline: as specified in Regulation 36.1.

Statement of Accounts: an account of the income and expenditures received/paid by a Home Nation in relation to a Tie that must be provided to the ITF in accordance with Schedule 2, Article 23.1.

Steering Committee: as described in Regulation 8.

Team Member: Players and Captains nominated by a Nation to participate (or otherwise participating in) the Competition and any extra players, coaches, trainers, medical and para-medical personnel, physiotherapists (and other physicians) and any other Player support personnel attending the Competition on behalf of a Nation and/or assisting a Player and/or Captain participating in the Competition.

Team Nomination Deadline: as specified in Regulation 36.2.

Team Presentation Ceremony: as described in Regulation 63.

Team Sponsor: an entity appointed by a National Association as a sponsor of its team.

Tennis Anti-Corruption Program (or TACP): the Tennis Anti-Corruption Program issued by the ITIA, as amended from time to time.

Tennis Anti-Doping Programme (or TADP): the Tennis Anti-Doping Programme issued by the ITIA, as amended from time to time.

Tie: a series of three or five matches (with one doubles match and the rest singles) played between two Nations in the Competition.

Tie Draw: a draw completed before a Tie to determine the order of play.

Tie Sponsor: a company or other entity appointed by a Home Nation as a sponsor of a Home & Away Tie/Event.

Title Sponsor: the company or other entity to which the ITF (or its designee) grants naming rights (and other rights, as agreed) to the Competition.

Tournament Director: the person appointed to manage the Finals Week in accordance with Regulation 9.

Trophy: as described in Regulation 64.

Visiting Nation: a Nation playing in a Home & Away Tie that is not responsible for hosting the Tie (i.e. that is not the Home Nation), determined in accordance with Regulation 28.2.

Visiting Nation Team Host: the person appointed by a Home Nation to assist a Visiting Nation during a Home & Away Tie, as described in Regulation 12.6.

Welfare Policy: the Welfare Policy set out at Schedule 4.

Wild Card: a Nation selected to play in the Finals Week (that would not otherwise have been qualified for the Finals Week) in accordance with Regulation 21.3.

World Groups I and II: two World Groups, which are different levels of the Competition below the Qualifiers (World Group I being the higher level).

World Group I and II Draw: the draws to determine which Nations will play Ties against each other in each Group of World Group I and II.

World Group Play-offs: a round of Ties played before the World Group I and II Ties to determine which Nations will play Ties in World Group I, World Group II and Regional Group III (also “**Play-offs**”).

WTA: Women’s Tennis Association.

- S1.2 The ITF may publish the Regulations in languages other than English. In the event of any discrepancy between the English language version of the Regulations and any other language versions of the Regulations, the English language version will govern.
- S1.3 Any words following the terms 'including', 'include', 'in particular', 'such as', 'for example', or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- S1.4 Unless specified otherwise, (i) references to a 'Regulation' refer to a numbered provision in the Regulations, (ii) references to a 'Schedule' refer to the schedules to the Regulations (which form an integral part of the Regulations), and (iii) references to 'Article' refer to a numbered provision in the Schedules.
- S1.5 References to provisions of the ITF Constitution or of the other Rules and Regulation will be deemed to include references to any successor provisions thereto as may be issued after the date these Regulations are issued.
- S1.6 Unless the context requires otherwise, references to the male sex ('he' and 'his') are to be deemed to encompass the female sex as well ('she' and 'her').
- S1.7 To the extent there is any inconsistency between the ITF Constitution on the one hand and these Regulations on the other hand, the ITF Constitution will govern.

SCHEDULE 2: COMMERCIAL AND FINANCIAL RULES

A. OWNERSHIP OF RIGHTS

1. ITF rights

- 1.1 Any and all rights of a commercial nature and any other exploitation of the Competition and/or any match, Tie and/or Event within the Competition, and all intellectual property rights associated with the Competition and/or any match, Tie and/or Event within the Competition, are owned by and vested in the ITF (the **Commercial Rights**).
- 1.2 The ITF has absolute discretion with respect to the Commercial Rights. It may exploit all or some of the Commercial Rights itself; it may authorise others to exploit all or some of the Commercial Rights; and/or it may decide not to exploit (and not to allow others to exploit) some of the Commercial Rights. The ITF may also appoint one or more commercial representatives to act as a broker or agent on behalf of the ITF with respect to some or all of the Commercial Rights.
- 1.3 Save where expressly provided to the contrary in this Schedule 2 or otherwise in the Rules and Regulations, all of the Commercial Rights will be reserved in their entirety to the ITF and/or its designees, and all of the revenues arising from the exploitation of the Commercial Rights will accrue to the ITF and/or its designees.
- 1.4 All references in this Schedule 2 to 'the ITF' shall be deemed to mean 'ITFL'.

2. Nation rights

- 2.1 The Nations will have the rights and be entitled to keep the revenues as set out in the subsequent sections of this Schedule 2, and as otherwise set out in the Rules and Regulations.

B. PROVISIONS COMMON TO ALL LEVELS OF THE COMPETITION

Part I: Commercial rights and obligations

3. Sponsorship rights

- 3.1 The ITF has the following rights (without limitation) in relation to the Competition, including the Finals Week:
 - 3.1.1 the title of the Competition;
 - 3.1.2 the use of any mascot, symbol, legend or device associated with the Competition;

- 3.1.3 advertisements within the court area and stadium in accordance with the split of rights agreed by the ITF and the Nations (as shown on the current Davis Cup court layout). The ITF may allow a Home/Host Nation in World Groups I and II, the Play-offs and Groups III and IV to have limited advertising within the court area. It is understood, however, that the ITF will not acquire rights to permanent signs at the venues (permanent meaning fixed in place prior to the scheduling of the Tie pursuant to the terms of a written contract of not less than three years duration). No venue may be selected if it has permanent signs at courtside positions or within the angle of the main television cameras. For the purposes of this provision, '**advertisements**' means all space available for advertising within the court area (including the court, surrounds and stands) whether on advertising boards, banners, chairs, uniforms, tickets, scoreboards, backdrops or any other static or moving objects.
- 3.1.4 appointment of entities as Official Sponsors of and/or Official Suppliers to the Competition;
- 3.1.5 all Media Rights (without territorial limitation) (as set out in Article 5);
- 3.1.6 all recordings (as set out in Article 6); and
- 3.1.7 all Data Rights (as set out in Article 7).
- 3.2 Subject to the provisions set out in the relevant Commercial Letter(s), each participating Nation has the right to:
 - 3.2.1 designate the name or title of the national team;
 - 3.2.2 secure Team Sponsors, subject to the following restrictions:
 - 3.2.2.1 there may be a maximum of three Team Sponsors at any time.
 - 3.2.2.2 Team Sponsors for the Finals Week may be in any category other than the reserved categories notified to Nations in advance of the Qualifiers, notwithstanding any conflict with sponsors that the Finals Week Organiser engages.
 - 3.2.3 produce team-specific merchandise and save that merchandise will not be permitted to be sold within any Tie/Event venue without the prior approval of the Tie/Event Organiser; and
 - 3.2.4 use video clips and images on websites, platforms and publications (for non-commercial information purposes and only to promote the Competition and/or its team).

4. Image Rights

- 4.1 Each Team Member nominated to participate in (or otherwise attending or participating in) the Competition grants a worldwide, perpetual, irrevocable, royalty free, transferrable and sub-licensable licence to the ITF (and to the ITF's licensees, e.g. the Finals Week Organiser, broadcasters and Sponsors, including in respect of the Final in accordance with Article 13) the right in perpetuity to make, use and show from time to time and at the ITF's discretion, audio or audio-visual footage, still pictures and live, taped or filmed television, games-based imagery and other reproductions of him in connection with the promotion of the Competition, future editions of the Davis Cup competition, the ITF itself and the sport of tennis, without compensation for himself, his heirs, devisees, executors, administrators or assigns (the **Image Rights**). Each Team Member waives any moral rights (and/or any other rights of attribution in any jurisdiction) in respect of the Image Rights.
- 4.2 No Team Member's image may be used in a manner that implies a commercial endorsement by the Team Member individually of any product or company save as required by Article 13 and/or as otherwise agreed by separate agreement.
- 4.3 Each Nation must notify its Team Members of the grant to the ITF (and its licensees) of the Image Rights, and must do or procure to be done all such further acts and things, and will execute or procure the execution of all such other documents, as may be required to give full force and effect to the grant of that licence.

5. Media Rights

- 5.1 The ITF owns and has absolute discretion with respect to both domestic and international Media Rights, save as set out in this Schedule 2. For the purposes of this Schedule 2, the term **Media Rights** means the right to attend at and to film and/or record and transmit, anywhere in the world, audio and audio-visual signals of Ties, matches and other Competition-related content, in whole or in part, whether live or delayed, by all methods of communication to the public by way of electronic transmission (whether analogue or digital or otherwise) now existing or as may be developed in the future, including (without limitation) satellite, cable and terrestrial television and radio, internet (e.g. webcasting of live video or audio coverage of matches and/or Ties), mobile and/or wireless telephony and other technologies (e.g. WAP technology, SAS, ADSL, SDL, 3G), applications or similar software, interactive technology and fixed media (e.g. videos, DVDs, CD-ROMs and computer games).

6. Recordings

- 6.1 Copyright in any and all coverage of the Davis Cup competition (including but not limited to coverage produced for television, film, video, internet and/or radio exploitation) and other any other reproductions shall be the exclusive property of the ITF. If a Nation wishes to film or make use of footage from the Davis Cup competition, it must obtain prior written approval from the ITF.

7. Data

7.1 Data Rights

7.1.1 For the purposes of this Article 7, the following terms relating to data rights are defined as follows:

7.1.1.1 **Data Rights:** the right to in any way use or create or assemble Official Data including without limitation the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data including but not limited to the Live Scoring Rights.

7.1.1.2 **Live Scoring Rights:** the right to exercise the Data Rights during the applicable Match Period.

7.1.1.3 **Match Period:** in respect of each match, the period commencing at the start of that match and expiring 30 seconds after the conclusion of the last game in that match.

7.1.1.4 **Official Data:** any order of play/schedule, draw, scoring (including, without limitation live match scores/in-match incident such as match starting, challenge, a point being scored, number of aces etc) and/or other statistical information relating to the Competition, any match, Tie and/or Event therein, and/or any Nation and/or Team Member, howsoever generated and including (without limitation) PAT Data.

7.1.1.5 **Player Analysis Technology Data (or PAT Data):** Player performance analysis data and/or other data or information (and any analysis derived from that data or information) that is collected (a) during a match in the Competition, and (b) by means of any system of Player analysis technology that is approved by ITF for use in the Competition, whether or not it is collected by or in co-operation with the ITF, the Nation or the Team Member.

7.1.2 The ITF will have the exclusive right to exercise the Data Rights (including without limitation the Live Scoring Rights) in respect of any and all Ties and/or any and all elements of the Competition. Each Nation will assist the ITF in its efforts to exercise the Data Rights.

7.1.3 Each Nation may on a royalty-free basis:

7.1.3.1 use Official Data (excluding PAT Data) in the Nation's official publications and on official websites, mobile applications and/or other media outlets provided that any such use takes place after the applicable Match Period and is for non-gambling purposes;

- 7.1.3.2 supply the Official Data (excluding PAT Data) to Official Sponsors and/or Official Suppliers provided that any such supply:
 - (a) takes place after the applicable Match Period;
 - (b) is for non-gambling purposes;
 - (c) is for their own use and publication in connection with the Nation that they sponsor/supply; and
 - (d) is not for onward supply to third parties; and
- 7.1.3.3 use the Official Data (excluding PAT Data) for in-venue purposes (including, for example, without limitation, on in-venue scoreboards) before the expiry of the Match Period for non-gambling purposes;
- 7.1.4 In addition, the host broadcaster of a World Group I or II, Play-off or Group III or IV Event and (if applicable) the licensees of traditional broadcast television in the host country may use Official Data in their live and/or delayed transmissions of that Tie provided that:
 - 7.1.4.1 such use is an integral part of the transmission of the television signal of the Tie;
 - 7.1.4.2 the Official Data is not used in connection with gambling or for gambling purposes; and
 - 7.1.4.3 the Official Data used relates only to the Tie that is being broadcast.
- 7.1.5 If the ITF provides a live score centre of any match on the ITF website, Nations may request the ITF's permission to incorporate a link on their respective official websites that enables viewers to access and view such live score centre. The ITF will not unreasonably refuse any request to incorporate such a link provided that the link is incorporated in accordance with the ITF's directions.
- 7.1.6 All other rights to use or create or assemble Official Data or in any way to exercise the Data Rights are reserved exclusively to the ITF and may be exploited by the ITF at its sole election.

7.2 *Data Rights protection*

- 7.2.1 Nations shall not allow or authorise the dissemination, transmission, publication or release of any Official Data and/or any match score or other related statistical data from the venue of any Tie/Event.

7.2.2 The use of laptop computers, mobile phones or other handheld electronic devices within the venues to collate, collect, use, store, reproduce, onward supply or make available any Official Data and/or any match score or other related statistical data (save for incidental use within editorial reporting) or for purposes relating to gambling is prohibited and each Nation must take reasonable steps to enforce such prohibition (including without limitation by means of venue regulations, ticket conditions and accreditation terms). This provision does not apply to use by credentialed personnel of a Nation and/or the ITF of Official Data in the performance of their duties.

7.2.3 Nations must co-operate with the ITF in relation to:

7.2.3.1 any system or scheme that the ITF implements for the exercise, collection, supply and/or licensing (in each case by the ITF itself or via an appointed third party) of Live Scoring Rights; and

7.2.3.2 any measures that the ITF takes to protect the exclusivity of Live Scoring Rights and the prevention of any unauthorised collation, collection, use, storage, reproduction, onward supply or making available of Official Data.

7.3 ***PAT Data exploitation***

7.3.1 The ITF has, subject to the Rules of Tennis, agreed that Nations and Team Members using approved PAT systems may collect, collate, assemble and store PAT Data from matches played in the Competition subject to the following conditions:

7.3.1.1 During the Tie/Event, the Nations, Team Members and any technology providers or service operators involved in the collection, collation and/or analysis of PAT Data may only use such PAT Data for internal analysis and coaching purposes of the respective Player and/or Nation and such use is strictly subject to Rule 30 of the Rules of Tennis.

7.3.1.2 Each Nation shall procure that any technology provider or service operator involved in the collection, collation and/or analysis of PAT Data at any time must:

(a) not publish, use or otherwise exploit any PAT Data or supply any PAT Data or analysis derived therefrom to third parties for any purposes other than as described in this Article 7 or that have otherwise been pre-approved in writing by the ITF;

(b) take such steps as the ITF may reasonably require to prevent any unauthorised access to and/or use of such PAT Data, in particular but without limitation no

PAT Data or analysis or product derived therefrom may be used or supplied to any third party for any purpose related to betting and/or gambling;

- (c) ensure that the ITF is able to access free of charge any and all such PAT Data live and/or delayed at the venue of the match and/or such other point as may be agreed, and the ITF is free to use such PAT Data and authorise third parties to use such PAT Data for any purposes;

7.3.2 In the event that such PAT Data is accessed by unauthorised third parties and/or the ITF reasonably believes that PAT Data, PAT equipment and/or PAT services are being used for any purposes in breach of the Rules and Regulations, the ITF is entitled to rescind its approval and the Nations and Team Members will immediately cease use of the PAT system pending resolution.

Part II: Finances

8. Currency

8.1 The official currency of the Competition is the US dollar. Financial transactions under the Regulations may be conducted in currencies other than the US dollar where agreed in writing between the two parties involved in the transaction. Such agreement should specify the currency in which the transaction will be conducted and the date on which any conversion to/from any other currency will be calculated. Unless otherwise agreed in writing between the parties, the official currency will apply and the date of completion of the Tie in question will be the relevant date for conversion of amounts from any other currency.

9. Participation Payment to Nations

9.1 Each Nation participating in the Competition will receive a Participation Payment, which may be made up of income from licence fees, sponsorship deals, and/or broadcast or other rights deals in relation to the Davis Cup. The amount of the payment will be based on performance in the Competition, and will be determined by the Board in consultation with the Davis Cup Committee. It is up to the Nation to determine any distribution of the Participation Payment to its Team Members.

9.2 The ITF may (as it sees fit) make a separate payment to the Home/Host Nation for hosting a Tie/Event, as determined by the Board in consultation with the Davis Cup Committee.

10. Prize Money for Finals Week

10.1 For the Finals Week only, Prize Money must be paid in full in accordance with the distribution agreed by the Nation and the Players. If no agreement is reached

on the distribution, the Prize Money must be distributed in full to that Nation's Players in accordance with the policy notified to the Nations by the ITF.

Part III: Specific sanctions

11. Failure to comply

- 11.1 If a Nation fails, without the consent of the ITF, to carry out any of its obligations under this Schedule 2, and the ITF Internal Adjudication Panel upholds an allegation of such failure/breach, then in addition to its sanctioning powers under Regulation 73, the ITF Internal Adjudication Panel may also order forfeiture of that Nation's Choice of Ground on the first occasion on which it is entitled to such choice in the next edition of the Davis Cup competition.

C. FINALS WEEK

Part I: Commercial rights and obligations

12. Media Rights

- 12.1 Participating Finals Week Nations will have no Media Rights. The ITF shall retain all revenue generated from any exploitation of broadcast rights, whether international or domestic, subject to any agreement with its designee that is authorised to exploit these rights.

13. Image Rights for the Final

- 13.1 In respect of the Final, each Player/Captain acknowledges and agrees that Sponsors may use his Image Rights (further to the licence granted in Article 4.1), subject to the following conditions:
- 13.1.1 the rights are restricted to use by Sponsors in connection with each Player's/Captain's status as a member of his Nation and must only be used in materials featuring no less than four Players/Captains;
 - 13.1.2 the images may only be used by Sponsors to promote their association with the Finals Week;
 - 13.1.3 the Image Rights may only be used by one Team Sponsor or one Tie Sponsor, and only within the geographic territory of the relevant Nation;
 - 13.1.4 all use by Sponsors (including scope and duration of use) will be subject to the prior written approval of the ITF;
 - 13.1.5 no Player's/Captain's image may be used in a manner that is materially more prominent than the images of other Player/Captain used; and
 - 13.1.6 in any event the rights may only be granted for a period of up to one year after the Final.

- 13.2 As to use of Image Rights by sponsors, unless otherwise approved by the ITF:
- 13.2.1 the Title Sponsor may use the Image Rights on a worldwide basis for a maximum period of four months after the Final;
 - 13.2.2 the International Sponsors may use the Image Rights on a worldwide basis for a maximum period of four months after the Final. The Image Rights may be used for print and online advertising in normal customer contact points, e.g. store fronts and websites. The Image Rights may not be used for any form of on-product advertising or promotion.
 - 13.2.3 a Team Sponsor or Tie Sponsor may use the Image Rights, but such use is restricted to the scope and duration set out in Article 13.1.3, and restricted to within the geographic territory of the Nation associated with that Team Sponsor/Tie Sponsor.

Part II: Ticketing and hospitality

14. Complimentary tickets/hospitality

- 14.1 Each Nation participating in the Finals Week may receive up to the following number of complimentary tickets and hospitality allocations (upon request to the ITF) for each session of the Finals Week in which it participates:

Number of seats	Type/position	Hospitality
12	For Team Members directly behind the Nation's Captain's seat	Not included
10	Priority positions in the Presidential box	Included (free of charge)
100	First category session tickets	Not included

- 14.2 Location of complimentary seats:
- 14.2.1 If the Tie venue has boxes, each of the Nations participating in the Tie will not automatically be entitled to have their (respective) complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six.
 - 14.2.2 The seats in each complimentary ticket category allocation must be positioned together.

15. Right to purchase additional tickets/hospitality

15.1 Each Finals Week Nation is entitled:

- 15.1.1 to purchase, subject to availability, additional seats for its delegates in the Presidential box.
- 15.1.2 to purchase 10% of all available tickets (excluding the number previously allocated to it as complimentary under Article 14.1) for each Tie it competes in, provided that it makes such request to the ITF by the deadline set by the ITF and notified to participating Nations no later than seven months before the Finals Week. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), save that each participating Nation will be entitled (at a minimum) to purchase 500 first category tickets, at face value. The seats in each price category must be positioned together in significant numbers, and the majority of the seats must be located in a block directly behind the relevant Nation's team bench, unless otherwise agreed by the ITF; and
- 15.1.3 to use a reasonable-sized facility onsite at the Finals Week venue for each Tie it competes in for its official party (maximum of 100 people), provided that it makes such request to the Finals Week Organiser by the deadline set by the ITF and notified to participating Nations no later than seven months before the Finals Week. Use of the facility will be free of charge, but the Finals Week Organiser is entitled to charge the Nation at cost for food, drink, decoration, etc.

16. The Final

- 16.1 The ticket allocations and entitlements detailed in Article 14 and 15 remain applicable for the Final, subject to the following:
 - 16.1.1 the minimum first category ticket entitlement for participating Nations referred to at Article 15.1.2 will be 750, subject to availability.
- 16.2 The Presidents (and their partners) of Nations that have participated in the Finals Week but are not participating in the Final are entitled (upon request to the ITF at reasonable notice and where available) to receive complimentary seats in the Presidential box (including hospitality) for use by themselves and their partners.

Part III: Finances

17. Expenses

- 17.1 For the Finals Week, the Finals Week Organiser will reimburse the general travelling expenses of the Nation's Players and Captain in accordance with a percentage agreed by the Board in consultation with the Davis Cup Committee

(as detailed in the Financial Letter). The general travelling expenses will be limited as set out in the Financial Letter.

- 17.2 The Finals Week Organiser will provide for meals on match days onsite at the Finals Week venue for up to 18 Team Members of both participating Nations, at no cost.
- 17.3 The Finals Week Organiser will provide accommodation for each Nation's nominated Players, Captain, doctors and physiotherapists.
- 17.4 For the avoidance of doubt, each Nation is responsible for the cost of all other travel, accommodation, subsistence and other expenses incurred as a result of participation in the Finals Week.

D. QUALIFIERS, WORLD GROUPS I & II AND WORLD GROUP I & II PLAY-OFFS

Part I: Commercial rights and obligations

- 17.5 Subject to the provisions set out in the relevant Commercial Letter(s), in addition to the rights set out at Article 3.2, the Home Nation has (in relation to the Tie that it organises) the right to (together, the **Home Nation Rights**):
 - 17.5.1 retain Gross Receipts (subject to the allocation under Article 21) and the rights and proceeds to and from hospitality, the programme, food, beverages, merchandise and other onsite sales related to the Tie;
 - 17.5.2 advertisements within the court area and stadium of the Tie in accordance with the current Davis Cup court layout, as set out in the relevant Commercial Letter. The Home Nation must provide the Title Sponsor and other International Sponsors of the Competition appointed by the ITF the opportunity to purchase such advertising opportunities and subject to the conditions set out below;
 - 17.5.3 appoint entities as Official Suppliers of the Tie;
 - 17.5.4 the right to appoint a number of Tie Sponsors in accordance with the Commercial Letter;
 - 17.5.5 feature Davis Cup-specific material on its website, in accordance with any guidelines provided by the ITF;
 - 17.5.6 traditional over the air radio broadcasts (non-internet) and film rights (subject to Article 18) within the Home Nation's country/territory;
 - 17.5.7 income generated from advertising on the big-screen in-venue (where present) in relation to at least 40% of the commercial content (although the ITF shall control the content)
 - 17.5.8 commercial/product display booths outside the court area;

- 17.5.9 selection of the ball to be used, subject to Regulation 30; and
- 17.5.10 selection of the court surface and manufacturer, subject to Regulation 29.1.
- 17.6 Further detail on the rights of Home Nations and the rights of sponsors of Qualifier and/or World Group I and II and/or Play-off Ties will be set out in the Commercial Letter.
- 17.7 The following restrictions apply to the exercise of Home Nation Rights:
 - 17.7.1 If the Davis Cup Committee decides to relocate a Tie and/or otherwise to revoke a Nation's status as a Home Nation in circumstances permitted under the Regulations, that Nation will lose the right to exercise the Home Nation Rights. If the Davis Cup Committee relocates the Tie to the country of the Visiting Nation, then the Visiting Nation will become the Home Nation for that Tie, and if the Davis Cup Committee relocates the Tie to a neutral venue then the ITF will perform the obligations of the Nation otherwise responsible for organising the Tie.
 - 17.7.2 Companies that acquire Home Nation Rights may not undertake substantial promotional or advertising activities at any particular Tie (i) that conflict with licensed product lines advertised within the precincts of the court by the Title Sponsor and/or International Sponsors, or (ii) that are greater than and/or derogate from those rights acquired by the Title Sponsor and International Sponsors. Nations must ensure that the Title Sponsor is clearly recognised as the main sponsor of the Competition and must give the Title Sponsor appropriate recognition in any official programmes of the Tie and in other print and/or promotional material. The ITF may intervene if it reasonably believes that this Article 17.7.2 has been or is about to be breached in a manner that may jeopardise its contract(s) with the Title Sponsor or International Sponsors.
 - 17.7.3 Home Nation Rights for advertisements within the court and the stadium of the Tie may only be acquired by a Team Sponsor and Tie Sponsors, of which there must be not more than the limit for that Tie as set out in the relevant Commercial Letter. Tie Sponsors must be companies whose principal place of business is located within and/or substantially serves the metropolitan area of the Tie venue. Within the stadium and court area, no one Sponsor can have more than four signs in total, unless agreed otherwise in writing by the ITF (in its sole discretion). Any Tie Sponsor or Team Sponsor must be notified to the ITF at least 15 days prior to the first match in the Tie.
- 17.8 In relation to advertisements, the Home Nation must:
 - 17.8.1 ensure that the precincts of the court are cleared of advertising, franchise, display and other rights that have not been granted by or with

the approval of the ITF or otherwise in accordance with the Rules and Regulations;

- 17.8.2 ensure that no obstructions are placed or remain between the camera(s) and courtside advertising;
 - 17.8.3 where applicable, obtain a written statement from the prospective host broadcaster that specifies any restrictions applicable to the display of advertising boards, banners or any similar identification on its broadcast feed and immediately send a copy upon receipt to the ITF;
 - 17.8.4 procure that any holders of Home Nation Rights whose advertising or identification may be seen on television comply with any restrictions imposed by the host broadcaster under Article 17.8.3;
 - 17.8.5 allow relevant contractors access to the match court at least 48 hours prior to the start of play to erect and install advertisements, displays, equipment and so on; and
 - 17.8.6 remove or cover any advertisements that do not comply with the Rules and Regulations.
- 17.9 If the Home Nation fails to comply with Article 17.8, the ITF may instruct its own contractors to remove or cover up any advertisements as necessary to comply with the Rules and Regulations.
- 17.10 The ITF undertakes to ensure that the holders of any International Rights comply with any restrictions (provided that they are legitimate and notified to the ITF) imposed by the host broadcaster pursuant to Article 17.8.3.

18. Media Rights

- 18.1 For the Qualifiers, the Home Nation will have no rights (or obligations) to broadcast a Tie. There will be no 50:50 split between the ITF and the Qualifier Nations, of the net profit from the exploitation of domestic broadcast rights.
- 18.2 For World Groups I and II and Play-offs, the domestic television rights relating to each Tie are assigned to the Home Nation in which territory the Tie will be staged, subject to the following conditions:
- 18.2.1 The ITF may acquire the domestic television rights for all Ties to be staged in a Home Nation's territory in the Competition by notifying the relevant Home Nation no later than 14 days after the World Group I and II Draw or the Play-offs Draw (as applicable).
 - 18.2.2 If the ITF exercises its option for any territory or territories:
 - 18.2.2.1 the respective domestic television rights will be immediately assigned back to the ITF and the ITF will assume responsibility

for performing all host broadcaster obligations in relation to the relevant Tie;

18.2.2.2 the Home Nation must cooperate fully with the ITF (and/or its licensee(s)) in performing its duties as host broadcaster, including by (without limitation) providing free of charge access to the venue(s) and all facilities at the venue(s) (such as electricity, camera and commentary positions and parking);

18.2.2.3 the ITF will pay to the Home Nation:

- (a) if it has had one or more home Ties in the past three years at the World Group I or II level (from 2020 onwards), and/or Zone Group I or II level (up until 2019):
 - (i) income in an amount equal to the best annual net income (i.e., revenue after deduction of any costs of production or other costs associated with the sale of such domestic television rights borne by the Home Nation) that the Home Nation generated from the sale of domestic television rights in relation to a Group I or II Tie (as specified in Article 18.2.2.3(a) above) in the past three years; and
 - (ii) 50% of any net income above the amount in paragraph (i) immediately above that the ITF receives by way of rights fees that is attributable solely to the exploitation of domestic television rights for the relevant Home Nation's Tie, unless a separate agreement is made between the ITF and such Home Nation; or
- (b) if a Nation has not had a home Tie for the past three years at the World Group I or II level (from 2020 onwards), and/or Zone Group I or II level (up until 2019), then in the first year that such Home Nation has a home Tie at the World Group I or II level, 100% of the net income that the ITF receives by way of rights fees that is attributable solely to the exploitation of the domestic television rights for the Home Nation's Tie, unless a separate agreement is made between the ITF and such Home Nation.

18.2.3 If the ITF does not exercise its option for any territory or territories, the Home Nation must:

- 18.2.3.1 use commercially reasonable efforts to arrange for the Ties to be televised in its own country, and retain the receipts from this source. The Home Nation must provide a host broadcaster or make such provision 50 days before the start of the relevant Tie, otherwise Regulation 18.2.4 will apply. For the avoidance of doubt the Home Nation may not enter into agreements for the televising of any Ties other than those taking place in the Competition;
- 18.2.3.2 ensure that any television contract it enters into (i) permits access free of charge to the signal produced by the host broadcaster of all matches in the Tie for the ITF and its licensees; and (ii) stipulates that host broadcasts are to be in compliance with the ITF's host broadcast manual. The Home Nation must keep the ITF apprised of its negotiations with the host broadcaster in this respect. The ITF reserves the right to intervene in the negotiations if it believes, on reasonable grounds, that it will not receive access to the host broadcaster signal on reasonable terms.
- 18.2.4 If the Home Nation is responsible for contracting a host broadcaster but fails to do so by the deadline in Article 18.2.3.1:
 - 18.2.4.1 the ITF may appoint a host broadcaster for that Home Nation's territory for the relevant Tie. In such case, any income and expense relating to the securing of a host broadcaster will be divided equally between the Home Nation and the ITF; or
 - 18.2.4.2 the Home Nation may retain the host broadcaster rights, but only if it guarantees to deliver a full live signal of internationally acceptable standard free of charge to the ITF and its licensees.
- 18.2.5 The ITF will issue separate requirements to each Nation specifically relating to (i) the international distribution of the signal, and (ii) the supply of suitable recordings for highlights or compilation programmes.

Part II: Ticketing and hospitality

19. Complimentary tickets/hospitality

- 19.1 The Home Nation of any Qualifier, World Group I and II or Play-off Tie must provide the following complimentary seats/tickets and hospitality (upon request) to the Visiting Nation for each session:

Visiting Nations		
Number of seats	Type/position	Hospitality
12	For Team Members directly behind the Nation's Captain's seat	Not included
Up to 10	Priority positions in the Presidential box	Included (free of charge)
50 (Qualifiers) 25 (World Groups I and II and Play-offs)	First category daily tickets	Not included

- 19.2 The Home Nation of any Qualifier, World Group I and II or Play-off Tie must provide the following complimentary seats/tickets and hospitality (upon request) to the ITF, Title Sponsor and International Sponsors for each session:

ITF, Title Sponsor and International Sponsors		
Number of seats	Type/position	Hospitality
Up to 6 (ITF) Up to 20 (Qualifiers) (in aggregate for Title Sponsor and International Sponsors where requested) Reasonable number upon request (World Groups I and II and Play-offs) (in aggregate for Title Sponsor and International Sponsors)	Presidential box	Included (free of charge)
310 (Qualifiers) 210 (World Groups I and II and Play-offs) (in aggregate for ITF, Title Sponsor and International Sponsors)	First category daily tickets	Not included

- 19.3 Location of complimentary seats:

- 19.3.1 If the Tie venue does not have any boxes, the Home Nation must give the Visiting Nation and the ITF, Title Sponsor and International Sponsors

first choice (with priority for the Visiting Nation) for the location of their complimentary tickets after the Home Nation's requirements for its President's area have been met.

19.3.2 If the Tie venue has boxes, the Visiting Nation, ITF, Title Sponsor and International Sponsors will not automatically be entitled to have their (respective) complimentary seats positioned in the area set aside for boxes unless more than the first six rows of seating are categorised as boxes. In such cases, complimentary seats must be positioned starting in the rows immediately behind row six.

19.3.3 The seats in each complimentary ticket category must be positioned together.

20. Right to purchase additional tickets/hospitality

20.1 The Visiting Nation is entitled:

20.1.1 to purchase 10% of all available tickets (excluding the number previously allocated to it as complimentary under Article 19.1), provided that it makes such request to the Home Nation no later than 20 days after being advised of the ticket prices and venue for the Tie. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), save that the Visiting Nation will be entitled (at a minimum) to purchase 500 first category tickets at cost. The seats in each price category must be positioned together in significant numbers, and the majority of the seats must be located in a block directly behind the Visiting Nation's team bench, unless otherwise agreed by the ITF; and

20.1.2 to use a reasonable-sized facility onsite at the Tie venue for its official party (maximum of 50 people), provided that it makes such request to the Home Nation no later than 30 days before a Tie. The Home Nation is entitled to charge the Visiting Nation at cost for food, drink, decoration, etc.

20.1.3 The ITF, Title Sponsor and International Sponsors are entitled to purchase (in aggregate):

20.1.3.1 10% of all available tickets (excluding the number previously allocated to them as complimentary under Article 19.2), provided that they make such request to the Home Nation no later than 30 days before the Tie. Such tickets must be divided in proportion to the number of available tickets in the two highest price categories (excluding boxes), with the entitlement to purchase 500 first category tickets per session, at face value. The seats in each price category must be positioned together in significant numbers, and must be in a good location; and

- 20.1.3.2 750 hospitality passes of a first class standard at market price. The price must include facility construction, food and beverages, decoration, staff etc. but does not have to include local taxes. The ITF, Title Sponsor and International Sponsors must be given first choice of the location of their hospitality area after the Home Nation's requirements for its President's area have been met.

Part III: Finances

21. Allocation of Gross Receipts

- 21.1 The Home Nation shall make the following payments from Gross Receipts in the following order for each Tie:
- 21.1.1 10% of the Gross Receipts must be paid to the ITF, which payment must (in any event) be no lower than:
 - 21.1.1.1 \$2,500 for World Group I Ties
 - 21.1.1.2 \$1,500 for World Group I Play-off Ties;
 - 21.1.1.3 \$1,500 for World Group II Ties;
 - 21.1.1.4 \$1,500 for World Group II Play-off Ties; and
 - 21.1.1.5 \$7,500 for Qualifier Ties.
 - 21.1.2 The Home Nation must pay the expenses set out in Article 22.3.1, in accordance with any further specifications set out in the Financial Letter.
 - 21.1.3 Any balance remaining may be retained by the Home Nation.
 - 21.1.4 If there is insufficient money in the Tie account, any balance owed must be paid by the Home Nation.
- 21.2 If a Tie is played on a Neutral Ground under Regulation 28.2.5.2 where both Nations are considered Visiting Nations, the Nation organising the Tie (as designated by the Davis Cup Committee) must make the payments under Article 21.1, as if it were the Home Nation. If there is insufficient money in the Tie account, any balance owed must be paid by the two Visiting Nations in equal shares.
- 21.3 The Home Nation must provide certified vouchers for all receipts and all tax and other deductions.

22. Expenses

22.1 Officials

- 22.1.1 The ITF will pay the travelling expenses of the Referee and neutral Chair Umpires to/from their location to the Tie venue (i.e. airfare or other modes of transport).
- 22.1.2 The Home Nation must pay the fees, accommodation, transport (between hotel and venue) and subsistence costs of the Referee and neutral Chair Umpires.

22.2 Nominated teams – general travelling expenses

- 22.2.1 For each Tie that a Nation plays away from home, the ITF will reimburse the general travelling expenses of the Nation's nominated Players and Captain in accordance with a percentage agreed by the Board in consultation with the Davis Cup Committee. The general travelling expenses will be limited as follows:
 - 22.2.1.1 The ITF will reimburse the price of travel from the Nation's capital city to the Tie venue.
 - 22.2.1.2 If any Player/Captain travels to the Tie venue from a city other than the Nation's capital city, then the ITF will set a 'benchmark' for the cost of travel from the Nation's capital city to the Tie venue (the 'journey') using: (i) the actual price paid by one of the nominated Player's/Captain's if he made the journey, or (ii) if none of the Players/Captains made that journey, by carrying out research online and with travel agents to prepare a quote. If the actual cost of travel for any Player/Captain:
 - (a) is more than the benchmark for the journey, then the ITF will reimburse only the benchmark amount; or
 - (b) is less than the benchmark for the journey, then the ITF will reimburse only the lesser amount.
- 22.2.2 The ITF will reimburse business class airfares for Qualifier Ties and economy class airfares for World Group I and II and Play-off Ties (or equivalent, if the nominated Players/Captain travel by other reasonable means of transport).

22.3 Nominated teams – accommodation/meals

- 22.3.1 The Home Nation must provide and pay for meals on match days onsite at the Tie venue for the nominated teams of both Nations.
- 22.3.2 Each Nation must pay its own costs for accommodation and off-site meals, irrespective of where the Tie is played.

23. Statement of Accounts

- 23.1 The Home Nation must provide a Statement of Accounts setting out the income and expenses under Article 21, signed by an authorised representative of the Home Nation (or other Nation organising the Tie under Article 21.2), to the ITF within two calendar months after the conclusion of the Tie.
- 23.2 Where a Nation fails to submit the required Statement of Accounts by the specified deadline, the ITF Internal Adjudication Panel will impose a fine of not more than 10% of the contribution payable in respect of that Tie, for each month of delay, and may rule the Nation ineligible for future editions of the Davis Cup until it pays fines and amounts owed in full.

24. Nation defaulting on payments

- 24.1 Where a Nation fails to make any payment due under the Rules and Regulations, either to the ITF or to another Nation, without prejudice to the Nation's obligation to discharge its liabilities to the ITF or the other Nation, the ITF Internal Adjudication Panel will impose a fine (to be paid to the creditor in question) of not more than 10% of the amount outstanding for each month of delay in payment, and may rule the defaulting Nation ineligible for future editions of the Davis Cup until its liabilities under this Regulation have been fully discharged.
- 24.2 A creditor Nation must file a claim with the ITF Internal Adjudication Panel within four calendar months of the conclusion of the Tie/Event concerned, giving particulars of the amounts due to it in respect of general travelling expenses, subsistence and details of the Gross Receipts (if known).

E. GROUPS III AND IV

25. Commercial rights

- 25.1 In addition to section B of this Schedule 2, the commercial rights available to Nations in Groups III and IV (or lower) will be specified in the relevant Commercial Letter.

26. Ticketing and hospitality

- 26.1 The allocation of tickets will be as set out in the Hosting Manual.

27. Finances

- 27.1 The ITF will pay the fees, and all reasonable accommodation, subsistence and travel expenses (economy class only) of the Referee as detailed in the Financial Letter. Any other financial matters will be detailed in the Financial Letter.

SCHEDULE 3: DAVIS CUP CODE OF CONDUCT

ARTICLE I: GENERAL

A. Purpose

The ITF promulgates this Davis Cup Code of Conduct in order to maintain fair and reasonable standards of conduct by Team Members and Related Persons in Ties and to protect their rights, the rights of the public and the integrity of the sport of tennis.

B. Applicability

This Code of Conduct applies to the Competition and to all Team Members, Related Persons and (for Article V and Article VI) Covered Persons.

C. United States Dollar

All monetary fines set forth in this Code of Conduct are in US Dollars.

ARTICLE II: ONSITE OFFENCES

A. General

Each Team Member shall, during all matches and at all times while within the precincts of the site of a Tie/Event (which shall include any official venue or location related to the Tie/Event), or otherwise in connection with a Tie/Event, conduct himself in a professional manner. The provisions hereinafter set forth shall apply to each Team Member's conduct while within the precincts of each such site.

B. Punctuality

Captains must provide team selections by the Player Selection Deadline and the Change of Selection Deadline. Failure to do so may result in a fine of up to \$5,000.

Matches shall be called in accordance with the order of play. Players and Captains shall be ready to play when their matches are called. For the purposes of this punctuality rule, the official clock in Ties shall be the Referee's timepiece.

1. Any Player and/or Captain not ready to walk on court when his match is called may be fined up to \$5,000.

2. Any Player not ready to play (and/or any Captain not on court) within fifteen (15) minutes after his match is called may be fined up to an additional \$10,000 and the Player shall be defaulted unless the Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

Players and Captains must attend Official Functions on time and comply with ITF instructions regarding the timing and organisation of any such Official Functions. Failure to do so may result in a fine of up to \$10,000.

C. Dress and equipment

Each Player and Captain must dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire must be worn.

1. Unacceptable attire

Sweatshirts, gym shorts, dress shirts, T-shirts or any other inappropriate attire shall not be worn during a match (including the warm-up).

Shoes

Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves marks beyond what is considered acceptable. The Referee has the authority to determine that a shoe does not meet these criteria and may order the player to change.

(a) Grass court shoes

In a Tie played on grass courts, no shoes other than those with rubber soles, without heels, ribs, studs or coverings, shall be worn by Players.

Special grass court shoes will not be used without the express approval of the Referee. Such shoes will not be approved unless they comply with the following specifications:

The pimples or studs on the base of the sole shall have maximum top diameter of three (3) millimetres and a minimum top diameter of two (2) millimetres. The maximum height of the pimples or studs shall be two (2) millimetres with a maximum of 10 degree angle slope between the base and the top of the pimple. The durometers shall be between 58 and 63 based on the shore "A" scale. The pimple top diameter compared to its respective pimple density per square inch shall be within the following guidelines:

Pimple Top Diameter Pimple	Density Per Square Inch
2.00mm	32
2.25mm	28
2.50mm	24
2.75mm	21
3.00mm	18

Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing around the toes must be smooth. Players desiring approval of special grass court shoes should submit a sample shoe to the ITF in advance of the Tie.

As an alternative to the above specifications, players may also use the special grass court shoes developed, tested and approved by Wimbledon. These special grass court shoes are available from the ITF upon request.

(b) Clay court shoes

Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Referee has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at Ties played on clay courts.

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

2. Team identification

(a) Team identification principles – the Nation's Players and Captains shall be required at all times to dress in compliance with the team identification principles which are set out in the *Davis Cup Team ID Style Guide*. To comply, a Player and Captain shall:

- i) display the Nation's name on the back of their shirts; or
- ii) dress in their Nation's colours, as approved by the ITF.

For the Finals Week only, Players and Captains must dress in their Nation's "Away" colours if instructed to do so by the Referee or the ITF in respect of any Match, Tie or Event.

A Nation's "Away" colours shall be approved by the ITF in advance of the Finals Week in accordance with the *Davis Cup Team ID Style Guide*.

(b) Team identification principles – as relates to substantially the same colours requirement.

The two Players in a doubles team shall be dressed in substantially the same colours.

The additional team identification principles will be satisfied so long as both members of a doubles team:

- i) display the Nation's name on the back of their shirts and dress in substantially the same colours; or
- ii) dress in their Nation's colours, as approved by the ITF.

Nations should refer to the *Davis Cup Team ID Style Guide* to ensure compliance with this Section 2.

3. Identification

No identification shall be permitted on a Player's or Captain's clothing, products or equipment on court during a match, at any Official Function or press conference (including the media and promotional events referred to at section G below), except as follows (the ITF reserves the right to interpret the following rules so as to give effect to the intent and purpose of the rules):

(a) Shirt, sweater, or jacket

(i) Sleeves

One (1) commercial (non-manufacturer's) identification for each sleeve, neither of which exceeds four (4) square inches (26 sq.cm), plus one (1) commercial identification of a Nation's Team Sponsor on one (1) sleeve, not to exceed four (4) square inches (26 sq.cm), plus one (1) manufacturer's identification on each sleeve, neither of which exceeds eight (8) square inches (52 sq.cm) shall be permitted. If written identification is used within this eight (8) square inches (52 sq.cm) area on either or both sleeves, such written identification may not exceed four (4) square inches (26 sq.cm) per sleeve.

Sleeveless

The two (2) commercial (non-manufacturer's) identifications permitted on the sleeves above, neither of which shall exceed four (4) square inches (26 sq.cm) in size, and the one (1) commercial identification of a Nation's Team Sponsor not to exceed four (4) square inches (26 sq.cm) may be placed on the front of the garment.

(ii) Front, back and collar

Total of two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm) or one (1) manufacturer's identification, which does not exceed four (4) square inches (26 sq.cm), plus the Nation's logo which does not exceed two (2) square inches (13 sq.cm) shall be permitted.

(b) Shorts

Two (2) manufacturer's identifications, neither of which exceeds two (2) square inches (13 sq.cm), or one (1) manufacturer's identification which does not exceed four (4) square inches (26 sq.cm) shall be permitted. On compression shorts, one manufacturer's identification not to exceed two (2) square inches (13 sq.cm) and which shall be in addition to the manufacturer's identifications on shorts shall be permitted.

(c) Socks/shoes

Manufacturer's identifications on each sock and on each shoe shall be permitted. The identifications on the sock(s) on each foot shall be limited to a maximum of two (2) square inches (13 sq.cm).

(d) Racquet

Manufacturer's identifications on racquet and strings shall be permitted.

(e) Hat, headband, wristband or face covering

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

(f) Bags, other equipment or paraphernalia

Tennis equipment manufacturer's identifications on each item plus two (2) separate commercial identifications on one (1) bag, neither of which exceeds four (4) square inches (26 sq.cm) shall be permitted.

(g) Other tennis, sport or entertainment event

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trade mark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition, tennis tournament, any other sport or entertainment event is prohibited on all dress or equipment, unless otherwise approved by the ITF.

(h) General

In the event that utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

No identification shall be permitted on a Player's or Captain's clothing, products or equipment that (i) relates to tobacco, e-cigarettes, betting or hard liquor, (ii) is political in nature, and/or (iii) is detrimental to the sport of tennis, the ITF or the Davis Cup competition.

For the purposes of this rule, the manufacturer means the manufacturer of the clothing or equipment in question.

In addition, the size limitation shall be ascertained by determining the area of the actual patch or other addition to a Player's clothing without regard to the colour of the same. In determining area, depending on the shape of the patch or other addition, a circle, triangle or rectangle shall be drawn around the same and the size of the patch for the purpose of this rule shall be the area within the circumference of the circle or the perimeter of the triangle or rectangle as the case may be.

4. Warm-up clothing (sweater, jacket)

Players may wear warm-up clothing during the warm-up and during a match provided it complies with the foregoing provisions and provided further that the Players obtain approval of the Referee prior to wearing warm-up clothing during a match.

The country name of the Player's Nation must be displayed on the back of the warm-up clothing. This is not considered to be an identification and is legal in any size.

In addition to the commercial identification of a Nation's Team Sponsor allowed on one sleeve of sweaters or jackets, one (1) commercial identification of a Nation's Team Sponsor not to exceed four (4) square inches (26 sq.cm) is permitted on the front, back or collar of the warm-up clothing.

This warm-up clothing can only be used during the warm-up, Pre-Tie Function, official ceremonies and Pre-Draw Press Conferences.

5. Change/taping

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

6. Fines

Any Player and/or Captain who violates this section (dress and equipment) and (if a Player) is not defaulted shall be subject to the following fines:

- (a) Violation of the provisions with respect to unacceptable attire or team identification shall result in a fine of up to \$10,000.
- (b) Violation of the provisions with respect to manufacturer's identification shall result in a fine of up to \$1,000.
- (c) Violation of the provisions with respect to commercial identifications shall result in a fine of up to \$4,000.
- (d) Violation of the provisions with respect to other tennis, sport or entertainment event shall result in a fine of up to \$10,000.

If a violation of this section occurs during the Finals Week, the Nation of the relevant Player/Captain must pay the relevant fine to the ITF on behalf of the Player/Captain.

D. Leaving the court

Players and Captains shall not leave the court area during a match (including the warm-up) without the permission of the Umpire. Violation of this section shall subject a Player and/or Captain to a fine of up to \$6,000 for each violation. In addition the Player may be defaulted and subjected to the additional penalties for failure to complete a match as set out below.

E. Best efforts

A Player shall use his best efforts to win a match when competing in a Tie. Violation of this section shall subject a Player to a fine of up to \$10,000 for each violation. For

purposes of this section, the Referee and/or the Chair Umpire shall have the authority to penalise a Player in accordance with the Point Penalty Schedule.

In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in these Regulations.

F. Failure to complete a match, Tie and/or Event

All Players and Captains selected for any match, Tie and/or Event must complete such match, Tie and/or Event unless they are incapacitated by illness, accident or other unavoidable hindrance.

Violation of this section shall:

(a) For the Qualifiers, World Groups I and II, the Play-offs and Regional Group Events:

- i) subject the Player and/or Captain to a fine of up to \$10,000 and ineligibility to represent his Nation in the next match, Tie and/or Event whether in the current Competition or subsequent editions of the Davis Cup competition.

(b) For the Finals Week only:

- i) subject a Player and/or Captain to a fine of up to \$100,000 and ineligibility to represent his Nation in the next match, Tie and/or Event whether in the current Competition or subsequent editions of the Davis Cup competition; and
- ii) (notwithstanding the Referee’s authority to default Team Members at Section U below, and only where a nation fails to field a doubles team for a dead Tie that is required to be played by the Regulations) confer on the Referee the authority to default the Nation of the Player/Captain in breach of this Section F from the next doubles match that the Nation is scheduled to play in its next Tie during the Finals Week. Before issuing a default under this sub-section (b) (ii), the Referee must use best efforts to obtain the approval of the Executive Director.

The power to declare the Player and/or Captain ineligible to represent his Nation for the remainder of the Tie or Event shall be exercised by the Referee, who shall use his/her best efforts to obtain the approval of the Executive Director. Any further ineligibility shall be determined by the ITF Internal Adjudication Panel.

In circumstances that are flagrant and particularly injurious to the success of a match, Tie and/or Event, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in that section.

G. Full Performance in the Finals Week

Notwithstanding section F above, any match, Tie and/or Event that is not completed in the Finals Week shall subject the Nation of the Player who is responsible for not completing the match, Tie and/or Event to a fine of up to \$100,000 for each violation.

H. Media obligations

Players and Captains have the following media obligations:

Pre-Tie:

- (b) Each Nation's nominated Players and Captain must attend (if held) any:
 - i) Pre-Tie Function;
 - ii) Tie/Event Draws;
 - iii) Post-Draw Press Conference and interviews; and
- (c) Captains must attend the Pre-Draw Press Conference (if held). The Pre-Draw Press Conference may be held in conjunction with a Team Sponsor in accordance with the Davis Cup Commercial Guidelines.
- (d) For the Finals Week, each Nation's nominated Players and Captain must attend a team press conference and interviews, and two additional promotional and media activities (lasting a maximum of two hours in total).

Post-match:

- (a) Unless injured and physically unable to appear, the Player(s) who participated in the match must attend the post-match press conference organised immediately or within 30 minutes after the conclusion of each match whether they won or lost the match, unless such time is extended or otherwise modified by the Referee for good cause. Captains must attend only the last post-match press conference organised on each day of the Tie in which they participate.
- (b) The Nation's nominated Players and Captain must participate in post-match one-to-one interviews with the national broadcasters of the Home and Visiting Nation, ITF TV and a journalist from the official Davis Cup website.
- (c) For the Final, each the winning Nation's nominated Players and Captain must attend promotional and media activities (lasting a maximum of four hours in total).

Violation of this section shall subject a Player/Captain to a fine of up to \$10,000 for each incident. (For the avoidance of doubt, if more than one Player/Captain from the same Nation fail to attend the same media event, e.g. two Players fail to attend the same Tie/Event Draw, the total fine for their collective conduct will be \$10,000; but, if any of a Nation's Players/Captains fail to attend different media events, e.g. a Nation's Player

fails to attend a Tie/Event Draw and its Captain fails to attend a Pre-Draw Press Conference, then a fine of up to \$10,000 may apply to each failure).

I. Ceremonies

For the purpose of ceremonies and Official Functions, the nominated Players and Captains of all participating Nations are required to attend the following functions (if held) in appropriate team dress unless reasonably unable to do so, as determined by the Referee:

- (a) Pre-Tie Function
- (b) Opening Ceremony
- (c) Team Presentation Ceremony
- (d) Closing Ceremony
- (e) Official Player Party
- (f) Official Dinner

Violation of this section shall subject each Player/Captain to a fine of up to \$10,000 for each incident. (For the avoidance of doubt, if more than one Player/Captain from the same Nation fails to attend the same ceremony/Official Function, e.g. two Players fail to attend the Opening Ceremony, the total fine for their collective conduct will be \$10,000; but, if any of a Nation's Players/Captains fail to attend different ceremonies/Official Functions, e.g. a Nation's Player fails to attend the Opening Ceremony and its Captain fails to attend the Closing Ceremony, then a fine of up to \$10,000 may apply to each failure).

J. Time violation/delay of game

Following the expiration of the warm-up period play shall be continuous and a Player and/or Captain shall not unreasonably delay a match for any cause.

A maximum of twenty-five (25) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the first serve of the next point. If such serve is a fault the second serve must be struck by the server without delay.

When changing ends a maximum of ninety (90) seconds shall elapse from the moment the ball goes out of play at the end of the game until the time the first serve is struck for the next game. If such first serve is a fault the second serve must be struck by the server without delay. However, after the first game of each set and during a tie-break, play shall be continuous and the Players shall change ends without a rest period.

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the first serve is struck for the next set.

If a set ends after an even number of games, there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready.

The first violation of this section, as either server or receiver, shall be penalised by a time violation warning and each subsequent violation, as either server or receiver, shall be penalised as follows:

- Server The time violation shall result in a “fault”
- Receiver The time violation shall result in a “point penalty”

When a violation is a result of a medical condition, refusal to play or not returning to the court within the allowed time, a Code of Conduct violation (delay of game) penalty shall be assessed in accordance with the Point Penalty Schedule.

K. Audible obscenity

Team Members shall not use audible obscenity within the precincts of the site. Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in that section.

For the purpose of this section, audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the Chair Umpire, spectators, linesmen or ball-persons.

L. Coaching and Team Members

Players shall not receive coaching during a match except as set out in Rule 30 of the Rules of Tennis. Communications of any kind, audible or visible, between a Player and a coach other than the Captain, may be construed as coaching.

Players shall also prohibit their Team Members (1) from using audible obscenity within the precincts of the site, (2) from making obscene gestures of any kind within the precincts of the site, (3) from verbally abusing an official, opponent, spectator or other person within the precincts of the site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the site and (5) from giving, making, issuing, authorising or endorsing any public statement within the precincts of the site which have, or are designed to have, an effect prejudicial or detrimental to the best interests of the Davis Cup competition and/or of the officiating thereof.

Violation of this section shall subject a Player to a fine of up to \$10,000 for each violation. In addition, if such violation occurs during a match (including warm-up), the

Player shall be penalised in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of the Tie, or are singularly egregious, the Referee may order the Team Member to be removed from the stands or the precincts of the site and upon his failure to comply with such order may declare an immediate default of the Player.

M. Visible obscenity

Team Members shall not make obscene gestures of any kind within the precincts of the site. Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in that section.

For the purposes of this section, visible obscenity is defined as the making of signs by the person with his hands and/or racquet or balls that commonly have an obscene meaning or impact to reasonable people.

N. Abuse of balls

Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precincts of the site except in the reasonable pursuit of a point during a match (including warm-up). Violation of this Section shall subject a Player to fine up to \$700 for each violation. In addition, if a Player commits such violation during a match the Player shall be penalised in accordance with the Point Penalty Schedule below.

For the purposes of this section, abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

O. Abuse of racquets or equipment

Players shall not violently or with anger hit, kick or throw a racquet or other equipment within the precincts of the site. Violation of this section shall subject a Player to a fine up to \$1,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below.

For the purpose of this section, abuse of racquets or equipment is defined as intentionally and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire’s chair or other fixture during a match out of anger or frustration.

P. Verbal abuse

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

Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

Q. Physical abuse

Team Members shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the site.

Violation of this Section shall subject a Team Member to a fine up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

R. Unsportsmanlike conduct

Team Members shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Violation of this Section shall subject a Team Member to a fine of up to \$10,000 for each violation. In addition, if a Player commits such violation during a match (including warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a Tie, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties set forth in these Regulations.

For the purposes of this section, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Davis Cup competition, the ITF or the sport of tennis generally. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interest of the Davis Cup competition and/or the officiating thereof.

S. Partisan crowd/spectator behaviour

During Competition matches each Nation must control its supporting spectators so that play is not interrupted or disturbed. In the event that the spectators or any individual spectators supporting a Nation behave in such a partisan manner that play is unreasonably interrupted or the Players at any time are unreasonably provoked and/or intimidated, the Referee shall penalise such Nation's player in accordance with the following:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD AND EACH SUBSEQUENT offence	GAME PENALTY

However, after the third partisan crowd violation, the Referee shall determine whether each subsequent offence shall constitute a default.

In circumstances that are flagrant and particularly injurious to the success of a Tie, the Referee shall have the authority to declare a default for a single violation of this section.

T. Point Penalty Schedule

The Point Penalty Schedule to be used for violations set forth is as follows:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD AND EACH SUBSEQUENT offence	GAME PENALTY

However, after the third Code of Conduct violation, the Referee shall determine whether each subsequent violation shall constitute a default.

The decision of the Referee under the Point Penalty Schedule shall be final and not subject to appeal.

For the avoidance of doubt, the Point Penalty Schedule applies in addition to any other sanction (such as fines) that might apply under this Code of Conduct.

U. Defaults

The Referee may declare a default for either a single violation of this Code of Conduct (immediate default) committed by any Team Member or pursuant to the Point Penalty Schedule set out above. In all cases of default, the decision of the Referee shall be final and not subject to appeal.

Any Player who is defaulted under this provision may be fined up to \$2,000 in addition to any or all other fines levied with respect to the offending incident.

In addition, any Player who is defaulted under this provision may be defaulted from the remainder of the Tie/Event, except when the offending incident involves only a violation of the punctuality or dress and equipment sections of this Code of Conduct, or as a result of a medical condition or when his doubles partner commits the Code of Conduct

violation that causes the default. Default of a Player from the remainder of the Tie/Event may include at the Referee's discretion the removal of accreditation and denial of access to the site.

A default as a result of a violation by a Team Member other than a Player will subject that Team Member to removal of accreditation, and at the Referee's discretion, denial of access to the site (except for a violation arising during the Finals Week, in which case Regulation 74.2 applies).

However, prior to any default from the remainder of the Tie, removal of accreditation and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the Executive Director.

V. Doubles match

1. Point penalties/game penalties/defaults

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

2. Fines

Fines for violation of the provisions on team identification for doubles teams shall be assessed against the team. All other fines for violation of Article II shall be assessed only against the individual member of the doubles team who is in violation unless both members of the team are in violation.

W. Determination and penalty

The Referee shall make such investigation as is reasonable to determine the facts regarding all Onsite Offences and upon determining that a violation has occurred shall specify the applicable fine and/or other sanction and give written notice to the Captain.

X. Payment of fines

The ITF shall deduct any fines from a Nation's Participation Payment.

Y. Appeals

Any Team Member found to have committed an Onsite Offence at a Tie may appeal the offence and/or any fine imposed to the Independent Tribunal in accordance with Regulation 74.

ARTICLE III: MAJOR OFFENCES

A. Aggravated Behaviour

No Team Member or Related Person at any Tie shall engage in "Aggravated Behaviour" which is defined as follows:

1. One or more incidents of behaviour designated in this Code of Conduct as constituting “Aggravated Behaviour”.
2. One incident of behaviour that is flagrant and particularly injurious to the success of the Davis Cup competition, or is singularly egregious.
3. A series of two (2) or more violations of this Code of Conduct within a twelve (12) month period which singularly do not constitute “Aggravated Behaviour”, but when viewed together establish a pattern of conduct that is egregious and is detrimental to the Davis Cup competition.

Violation of this Section by a Player/Captain, directly or indirectly through a Related Person or others, shall subject a Player/Captain to a fine up to \$250,000 or the amount of Prize Money won at the Tie, whichever is greater, and a maximum penalty of permanent suspension from play in all Ties and/or any ITF tournament, event or circuit.

Violation of this section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or any ITF tournament, event or circuit.

B. Conduct contrary to the integrity of the game

No Player, Captain or Related Person shall engage in conduct contrary to the integrity of the game of tennis. If a Player and/or Captain is convicted of the violation of a criminal law of any country or territory, the punishment for which includes possible imprisonment for more than one year, he may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the game of tennis. In addition, if a Player, Captain or Related Person has at any time behaved in a manner severely damaging to the reputation of the sport, he may be deemed by virtue of such behaviour to have engaged in conduct contrary to the integrity of the game of tennis and be in violation of this section. Violation of this section by a Player and/or Captain, directly or indirectly through a Related Person or others, shall subject a Player and/or Captain to a fine up to \$250,000 and/or to a maximum penalty of permanent suspension from play in all Ties and/or any ITF tournament, event or circuit. Violation of this Section shall be Aggravated Behaviour and shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or any ITF tournament, event or circuit.

C. DETERMINATION AND PENALTY

The ITF will investigate all facts concerning any alleged Major Offence. All Players, Captains and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a Player, Captain or Related Person (a '**Demand**') to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including (without limitation) requiring the Player, Captain or Related Person to attend an interview and/or to provide a written statement setting forth his knowledge of the relevant facts and circumstances. The Player, Captain or Related Person must furnish such information within seven business days of the making of such demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this section, the ITF forms the view that a Player, Captain or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

Review Board

The ITF will identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the player or other person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Player, Captain or Related Person and any other party with a right of appeal under Regulation 74, and (subject to the rights of appeal set out at Regulation 74) the matter shall not proceed any further.

When the Review Board determines that a Player, Captain or Related Person has a case to answer, the ITF shall send a written notice to the player or other person (the '**Notice of Charge**'), with a copy to the Chair of the Independent Tribunal, setting out:

(a) the Major Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;

(b) the potential consequences applicable if it is determined that the alleged Major Offence has been committed;

(c) the Player, Captain or Related Person's entitlement to respond to the Notice of Charge in one of the following ways:

(i) To admit the Major Offence(s) charged, and accede to the consequences specified in the Notice of Charge;

(ii) To admit the Major Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or

(iii) To deny the Major Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing; and

(d) that, if the Player, Captain or Related Person wishes to exercise his right to a hearing before the Independent Tribunal, he must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Player, Captain or Related Person's receipt of the

notice. The request must also state how the Player, Captain or Related Person responds to the charge in the notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Player, Captain or Related Person will be deemed to have admitted the Major Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Player, Captain or Related Person admits the Major Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Major Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Player, Captain or Related Person and to any other party that has a right, further to Regulation 74, to appeal the decision.

Provisional suspension

At the time, afterwards, or (exceptionally) before it issues a Notice of Charge, the ITF may impose a provisional suspension on the Player, Captain or Related Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.

Where a provisional suspension is imposed, the ITF shall notify the Player, Captain or Related Person of his right:

- (a) at his election, to make an application to the Chair of the Independent Tribunal convened to hear his case, either immediately or at any time prior to the full hearing, for an order that the provisional suspension should not be imposed (or, if the provisional suspension has been imposed, that it should be vacated). The Chair of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and
- (b) to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him is determined, as soon as possible, consistent with the requirements of due process.

In circumstances where the ITF decides not to impose a provisional suspension, the Player, Captain or Related Person shall be offered the opportunity to accept a voluntary provisional suspension pending the resolution of the matter. If the Player, Captain or Related Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Player, Captain or Related Person must communicate his acceptance in writing to the ITF, in a form acceptable to the ITF.

No admission shall be inferred, or other adverse inference drawn, from the decision of a Player, Captain or Related Person (a) not to make an application to avoid (or to vacate) a provisional suspension, or (b) to accept a voluntary provisional suspension.

A Player, Captain or Related Person may not, during the period of any provisional suspension, play, coach or otherwise participate in any capacity in the Competition or subsequent edition of the Davis Cup competition.

Any period of provisional suspension served by the Player, Captain or Related Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Player, Captain or Related Person must have respected the terms of the provisional suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the provisional suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Player's, Captain's or Related Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Player, Captain or Related Person shall receive a credit for such period of provisional suspension served against any period of suspension that may ultimately be imposed on appeal.

Hearing

If the Player, Captain or Related Person charged exercises their right to a hearing, the matter shall be referred to the Independent Tribunal and shall proceed in accordance with the procedures set out in the Independent Tribunal Procedural Rules.

Subject only to the rights of appeal set out in Regulation 74, the Independent Tribunal's decision shall be the full, final and complete disposition of the case and will be binding on all parties.

Any breach by a player or Related Person of the terms of their sanction under this Article III shall be referred to the ITF Internal Adjudication Panel and dealt with pursuant to clause 5 of the ITF Internal Adjudication Panel Procedural Rules.

D. PAYMENT OF FINES

All fines imposed by the Independent Tribunal for Major Offences shall be deducted from the Nation's Participation Payment, or (where there are no payments outstanding or they are not sufficient to cover the fine) shall be paid by the Player/Captain and/or his Nation to the ITF by the deadline specified by the Independent Tribunal (or ITF where ethe Player or Captain does not exercise their right to a hearing).

ARTICLE IV: WELFARE POLICY

Each Team Member shall be bound by and shall comply with the provisions of the Welfare Policy set out in Schedule 4.

ARTICLE V: MISCONDUCT

A. For the purposes of this article, '**Covered Persons**' shall have the same meaning as set out in the Welfare Policy in Schedule 4.

B. The ITF is committed to maintaining the highest standards of behaviour and conduct. Any Covered Person or Nation who/that engages in or commits any act of misconduct which does not fall within any behaviour or conduct that is specifically prohibited in this Code of Conduct, or is prohibited but such prohibition is limited in its application so that it is not expressed to apply to the applicable Covered Person or Nation, shall be in violation of this section.

C. For the purposes of this section, '**Misconduct**' means any conduct or behaviour that is contrary to the integrity or reputation or interests of the ITF, the Davis Cup competition, any other tournament, event or circuit owned or sanctioned by the ITF or the game of tennis.

D. Any individual or Nation who/that believes that any Covered Person or Nation has committed misconduct in violation of this section may file a written complaint with the Executive Director. That complaint shall identify the complainant and state specifically the nature of the alleged misconduct.

E. Upon receipt of such a complaint, or if the ITF itself considers that there has been apparent misconduct, the ITF shall cause an investigation to be made of all facts concerning the alleged misconduct and shall provide written notice of such investigation to the Covered Person involved; the Covered Person shall be given at least ten (10) days to provide to the ITF, directly or through counsel, such evidence as the Covered Person deems to be relevant to the investigation. All Covered Persons must cooperate fully with such investigations. Upon the completion of the investigation, the ITF shall refer the matter to the ITF Internal Adjudication Panel.

F. Having heard the matter in accordance with the ITF Internal Adjudication Panel Procedural Rules, the ITF Internal Adjudication Panel shall promptly issue a written decision, including sanctions (if any). A copy of the decision shall be promptly delivered to all parties.

G. The ITF Internal Adjudication Panel may impose appropriate sanctions on Covered Persons or a Nation including:

1. In the case of a Player or Captain, a fine of up to \$250,000 or the amount of Prize Money won at the Tie during or at which the violation of this section occurs, whichever is greater, and/or a maximum penalty of permanent suspension from play in all Ties in the Competition and/or subsequent editions of the Davis Cup competition;

2. In the case of a Nation, disqualification in respect of the Competition, and/or refusal of entry for future editions of the Davis Cup competition until assurances of compliance with the Regulations and Code of Conduct are given, and/or a fine of up to \$250,000. For violations which, in the opinion of the ITF Internal Adjudication Panel,

do not justify disqualification, the ITF Internal Adjudication Panel may decide to impose only a fine or withhold part or whole of the payment set out in Schedule 2, Article 9.

3. In the case of all other Covered Persons, denial of privileges or a maximum penalty of permanent revocation of accreditation and denial of access to all Ties and/or the Davis Cup competition.

H. Any Covered Person sanctioned for misconduct by the ITF Internal Adjudication Panel may appeal that decision to the Independent Tribunal in accordance with Regulation 74.

I. If any Team Member commits misconduct during the Finals Week, Regulation 74.2 applies.

ARTICLE VI: COVID-19 PROTOCOLS

A. For the purposes of this article, 'Covered Persons' shall have the same meaning as set out in the Welfare Policy in Schedule 4.

B. MINIMUM STANDARDS OF BEHAVIOUR

All Covered Persons shall comply with the *Davis Cup and Billie Jean King Cup Covid-19 Protocols* and the *Minimum Standards of Behaviour (the 'Protocols')*. Any failure to comply with the Protocols shall amount to a violation of this Article VI. Violation of this Article VI may result in the following sanctions:

1. For a Player or Team Member: a fine of up to \$10,000, and/or an Immediate Default under Article II. Section U and ineligibility to represent his Nation in the next match, Tie and/or Event in the current Competition. If such violation occurs during a match (including the warm-up), the Player shall be penalised in accordance with the Point Penalty Schedule at Article II.S. One violation of this section that is flagrant and particularly injurious to the success of a match, Tie and/or Event or the Competition, or is singularly egregious, or a series of two (2) or more violations of this section within a twelve (12) month period which when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the Tie and/or Event or the Competition may also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties set forth in that section.
2. In the case of the Nation responsible for a Covered Person: disqualification in respect of the Tie, Event or Competition. For one or more violations which are singularly or collectively flagrant or egregious or detrimental or injurious to the tournament, the ITF Internal Adjudication Panel may, upon referral by the Referee or the ITF Executive Director, consider the violation as Misconduct under Article V of the Code of Conduct;

3. In the case of all other Covered Persons: immediate denial of privileges or revocation of accreditation and denial of access to the Tie, Event or Competition. One or more violations which are singularly or collectively flagrant or egregious or detrimental or injurious to the tournament may also result in permanent revocation of accreditation and denial of access to future editions of the Competition as determined by the ITF.

C. DETERMINATION AND PENALTY

The Referee shall make such investigation as is reasonable to determine the facts regarding all offences under Article VI.B and upon determining that a violation has occurred shall specify the applicable fine and/or other sanction and (where appropriate) give written notice to the Captain. In addition, the Referee may refer a specific violation to the ITF Internal Adjudication Panel under Section B.(ii)). All Covered Persons must cooperate fully with such investigations.

A violation by a Covered Person may subject that Covered Person to (as applicable) a fine, default, disqualification, immediate removal of accreditation and/or denial of access to the site, at the Referee's discretion (except for a violation arising during the Finals Week by a Player or Team Member, in which case Regulation 74.2 applies). Before issuing any default from the remainder of the Tie, removal of accreditation and/or denial of access to the site, the Referee must use best efforts to obtain the approval of the ITF Executive Director.

D. APPEALS

Any Player or Team Member found to have committed an offence under Article VI.B at a Tie or Event may appeal the offence and/or any fine imposed to the Independent Tribunal in accordance with Regulation 74. Any other Covered Person found to have committed an offence under Article VI.B at a Tie or Event may appeal the offence and/or any sanction imposed to the Internal Adjudication Panel in accordance with Regulation 74.

SCHEDULE 4: WELFARE POLICY

A “**Covered Person**” is bound by all sections of this Welfare Policy, and is any person who:

- Competes, coaches, officiates, works at, or otherwise participates in (whether as a player or supporting role, including parents and legal guardians of a player) in a tennis event organised or sanctioned by the ITF;
- Attends or is employed at an ITF Regional Training Centre;
- Is a member of an ITF Touring Team in any capacity;
- Is an ITF employee or ITF-appointed consultant;
- Holds an ITF or ITF-recognised Officiating or Coaching certification;
- Receives accreditation at any ITF Tournaments, Events and activities; or
- Acts as an ITF contractor or volunteer in relation to any of the above.

Section A.

Criminal Conduct – illegal drugs and substances

Any Covered Person convicted of or having entered a plea of guilty or no contest to a criminal charge or indictment relating to the use, possession, distribution or intent to distribute illegal drugs or substances will be deemed to be in violation of this Section A of the ITF Welfare Policy and shall be subject to sanction in accordance with the *Procedural Rules Governing Proceedings before an Internal Adjudication Panel Convened Under ITF Rules*.

Section B.

Children Safeguarding Policy

Published separately and available in full on the ITF website at www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations

Section C.

Adult Safeguarding Policy

Published separately and available in full on the ITF website at www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations

Section D.

Safeguarding and Case Management Procedures

Published separately and available in full on the ITF website at www.itftennis.com/en/about-us/governance/rules-and-regulations/tour-regulations

SCHEDULE 5: MEDICAL AND TOILET BREAKS

An Independent Doctor (referenced in this Schedule) must be appointed for all Ties/Events in the Competition. For some Ties, the Independent Doctor must be onsite at all times, whereas for other Ties the Independent Doctor is required to be on-call only (see Regulation 11.4). Where this Schedule requires consultation with the Independent Doctor, and if at the time consultation is required the Independent Doctor is on-call but not onsite, the Referee shall have discretion to decide whether it is necessary for the Independent Doctor to come onsite for the consultation or whether it is sufficient to communicate with the Independent Doctor by telephone.

1. Medical condition

- 1.1 A medical condition is a medical illness or a musculoskeletal injury that warrants medical evaluation and/or medical treatment by the Sports Physiotherapist (*as defined in the ITF Guide to Recommended Healthcare Standards*) during the warm-up or the match.
- 1.2 Treatable medical conditions include:
 - (a) Acute medical condition: the sudden development of a medical illness or musculoskeletal injury during the warm-up or the match that requires immediate medical attention.
 - (b) Non-acute medical condition: a medical illness or musculoskeletal injury that develops or is aggravated during the warm-up or the match and requires medical attention at the changeover or set break.
- 1.3 Non-treatable medical conditions include:
 - (a) Any medical condition that cannot be treated appropriately, or that will not be improved by available medical treatment within the time allowed.
 - (b) Any medical condition (inclusive of symptoms) that has not developed or has not been aggravated during the warm-up or the match.
 - (c) General Player fatigue.
 - (d) Any medical condition requiring injections or intravenous infusions, except for diabetes, for which prior medical certification has been obtained, and for which subcutaneous injections of insulin may be administered.
 - (e) Any medical condition requiring oxygen, unless prior medical approval has been given by the ITF. Except as permitted by this provision, the use of supplemental oxygen is not permitted at any time, for any reason.

2. Medical evaluation

- 2.1 During the warm-up or the match, the Player may request through the Chair Umpire for the Sports Physiotherapist, in conjunction with the Independent Doctor, to evaluate him during the next change over or set break. Only in the case that a Player develops an acute medical condition that necessitates an immediate stop in play may the Player request through the Chair Umpire for the Sports Physiotherapist, in conjunction with the Independent Doctor, to evaluate him immediately.
- 2.2 The purpose of the medical evaluation is to determine if the Player has developed a treatable medical condition and, if so, to determine when medical treatment is warranted. Such evaluation should be performed within a reasonable length of time, balancing player safety on the one hand, and continuous play on the other. At the discretion of the Referee, such evaluation may be performed off-court and may proceed in conjunction with the Independent Doctor.
- 2.3 If the Referee, in consultation with the Independent Doctor, determines that the Player has a non-treatable medical condition, then the Player will be advised that no medical treatment will be allowed.

3. Medical Time-Out

- 3.1 A Medical Time-Out is allowed by the Referee, in consultation with the Independent Doctor, when the Sports Physiotherapist has evaluated the Player and has determined that additional time for medical treatment is required. The Medical Time-Out takes place during a change over or set break, unless the Sports Physiotherapist, in conjunction with the Independent Doctor, determines that the Player has developed an acute medical condition that requires immediate medical treatment.
- 3.2 The Medical Time-Out begins when the Sports Physiotherapist is ready to start treatment. At the discretion of the Referee, treatment during a Medical Time-Out may take place off-court, and may proceed in conjunction with the Independent Doctor.
- 3.3 The Medical Time-Out is limited to three minutes of treatment.
- 3.4 A Player is allowed one Medical Time-Out for each distinct treatable medical condition. All clinical manifestations of heat illness shall be considered as one treatable medical condition. All treatable musculoskeletal injuries that manifest as part of a kinetic chain continuum shall be considered as one treatable medical condition.
- 3.5 A Player may receive treatment for muscle cramping only during the time allotted for change of ends and/or set breaks. Players may not receive a Medical Time-Out for muscle cramping.

- 3.6 In cases where there is doubt about whether the Player suffers from an acute medical condition, non-acute medical condition inclusive of muscle cramping, or non-treatable medical condition, the decision of the Referee, in consultation with the Independent Doctor, is final. If the Sports Physiotherapist, in conjunction with the Independent Doctor, believes that the Player has heat illness, and if muscle cramping is one of the manifestations of heat illness, then the muscle cramping may only be treated as part of the recommended treatment by the Sports Physiotherapist, in conjunction with the Independent Doctor, for the heat illness condition.
- 3.7 A Player who has stopped play by claiming an acute medical condition, but is determined by the Referee, in consultation with the Independent Doctor, to have muscle cramping, shall be ordered by the Chair Umpire to resume play immediately.
- 3.8 If the Player cannot continue playing due to severe muscle cramping, as determined by the Referee, in consultation with the Independent Doctor, he may forfeit the point(s)/game(s) needed to get to a change of ends or set-break in order to receive treatment. There may be a total of two full change of ends treatments for muscle cramping in a match, not necessarily consecutive.
- 3.9 If it is determined by the Chair Umpire or Referee that gamesmanship was involved, then a Code of Conduct violation for unsportsmanlike conduct may be issued.
- 3.10 A total of two consecutive Medical Time-Outs may be allowed by the Referee for the special circumstance in which the Sports Physiotherapist, in conjunction with the Independent Doctor, determines that the Player has developed at least two distinct acute and treatable medical conditions. This may include: a medical illness in conjunction with a musculoskeletal injury; two or more acute and distinct musculoskeletal injuries. In such cases, the Sports Physiotherapist, in conjunction with the Independent Doctor, will perform a medical evaluation for the two or more treatable medical conditions during a single evaluation, and may then determine that two consecutive Medical Time-Outs are required.

4. Medical Treatment

- 4.1 A Player may receive on-court medical treatment and/or supplies from the Sports Physiotherapist, and/or Independent Doctor during any changeover or set break. As a guideline, such medical treatment should be limited to two changeovers/set breaks for each treatable medical condition, before or after a Medical Time-Out, and need not be consecutive. Players may not receive medical treatment for non-treatable medical conditions.

5. Penalty

- 5.1 After completion of a Medical Time-Out or medical treatment, any delay in resuming play shall be penalised by Code of Conduct violation for delay of

game. Any Player abuse of this provision will be subject to penalty in accordance with the unsportsmanlike conduct section of the Code of Conduct.

6. Bleeding

- 6.1 If a Player is bleeding, the Chair Umpire must stop play as soon as possible, and the Sports Physiotherapist should be called to the court by the Chair Umpire for evaluation and treatment. The Sports Physiotherapist, in conjunction with the Independent Doctor, will evaluate the source of the bleeding, and will request a Medical Time-Out for treatment if necessary.
- 6.2 If requested by the Sports Physiotherapist, in conjunction with the Independent Doctor, the Referee may allow up to a total of five minutes to ensure the bleeding is controlled.
- 6.3 If blood has spilled onto the court or its immediate vicinity, play must not resume until the blood spill has been cleaned appropriately.

7. Vomiting

- 7.1 If a Player is vomiting, the Chair Umpire must stop play if vomiting has spilled onto the court, or if the Player requests medical evaluation. If the Player requests medical evaluation, then the Sports Physiotherapist, in conjunction with the Independent Doctor, must determine if the Player has a treatable medical condition, and if so, whether the medical condition is acute or non-acute.
- 7.2 If vomiting has spilled onto the court, play must not resume until the vomit spill has been cleaned appropriately.

8. Incapacity

- 8.1 If any concern arises about a Player's medical condition (whether physical or psychological) that he is unable to compete, or he poses a serious health risk to other Players, Officials or Tie organisers or staff, the Sports Physiotherapist and/or Independent Doctor should be called to assist the Player.
- 8.2 If the issue arises during a match, the Chair Umpire should immediately call for the Sports Physiotherapist and/or Independent Doctor to assist the Player.
- 8.3 The Independent Doctor is responsible for ensuring that the Player is afforded the best medical attention, that his well-being is not put at risk, and that his medical condition is not a risk to other Players or the public at large. All discussions between the Independent Doctor and the Player take place within the context of a doctor-patient relationship and are therefore confidential and may not be divulged to a third party without the informed consent of the player. However, if the Independent Doctor determines that the Player's medical condition makes the Player unable to participate safely in the match, the Player must permit the Independent Doctor to advise the Referee of their determination (only disclosing medical information to which the Player has consented). Upon

receipt of such a report from the Independent Doctor, the Referee will decide whether to retire the Player from the match in progress or withdraw him from the match to be played (as applicable). The Referee shall use great discretion before taking this action, and should base the decision on the best interests of professional tennis, as well as taking all medical opinion and advice, and any other relevant information into consideration.

- 8.4 If the Player's medical condition improves sufficiently to return to competition, the Independent Doctor may inform the Referee accordingly. At the discretion of the Referee, the Player may subsequently compete in another match at the same Tie, either that day or on a subsequent day.
- 8.5 It is recognised that national laws or governmental or other binding regulations imposed upon the event by authorities outside its control may require more compulsory participation by the Independent Doctor in all decisions regarding diagnosis and treatment.

9. Toilet break

- 9.1 A Player is allowed to request permission to leave the court for a reasonable time for a toilet break.
- 9.2 Toilet breaks should be taken on a set break and can be used for no other purpose.
- 9.3 In singles, a Player is entitled to one toilet break during a best of three set match and two toilet breaks during a best of five set match.
- 9.4 In doubles matches, each doubles team is entitled to a total of two breaks. If partners leave the court together, it counts as one of the team's authorised breaks.
- 9.5 Any time a Player leaves the court for a toilet break, it is considered one of the authorised breaks regardless of whether or not the opponent has left the court.
- 9.6 Any toilet break taken after a warm-up has started is considered one of the authorised breaks.
- 9.7 Additional breaks will be authorised but will be penalised in accordance with the Point Penalty Schedule if the Player is not ready to play within the allowed time.
- 9.8 Any Player abuse of this rule will be subject to penalty in accordance with the unsportsmanlike conduct section of the Code of Conduct.

SCHEDULE 6: COMMITTEE

Board of Directors

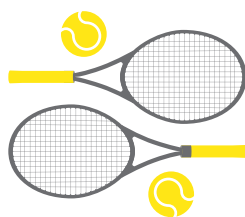
David Haggerty (USA) (Chair), Katrina Adams (USA) (Vice President), Bernard Giudicelli (FRA) (Vice President), Bulat Utemuratov (KAZ) (Vice President), Rene Stammbach (SUI) (Treasurer), Carlos Bravo (CRC), Martin Corrie (GBR), Jack Graham (CAN), Anil Khanna (IND), Nao Kawatei (JPN), Ulrich Klaus (GER), Salma Mouelhi Guizani (TUN), Camilo Perez Lopez Moreira (PAR), Mary Pierce (FRA), Aleksei Selivanenko (RUS), Stefan Tzvetkov (BUL), Mark Woodforde (AUS).

Davis Cup Committee

Mark Woodforde (AUS/BoD) (Chair), Jennifer Bishop (CAN), Goran Djokovic (SRB), Ismail El Shafei (EGY), Patrick Galbraith (USA), Bernard Guidicelli (FRA/BoD), Gijs Kookken (BEL), Scott Lloyd (GBR), Sergio Palmieri (ITA), Minoru Ueda (JPN), Dietloff von Arnim (GER), Rafael Westrupp (BRA), Evgeniy Zukin (UKR), Enric Rojas (Kosmos – Observer).

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