CAS 2025/A/11073 Thomas Setodji v. International Tennis Integrity Agency (ITIA)
CAS 2025/A/11400 International Tennis Integrity Agency (ITIA) v. Thomas Setodji

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Prof. Luigi Fumagalli, Professor and Attorney-at-Law, Milan, Italy

Arbitrators: Mr Hugo Vaz Serra, Attorney-at-Law, Lisbon, Portugal
Prof. Dr Martin Schimke, Attorney-at-Law, Dusseldorf, Germany

in the arbitration between

Thomas Setodji, France

Represented by Mr Yazid Benmeriem and Mr Joao Goncalves, Attorneys-at-Law, Saint-Maur-des-Fosses, France

Appellant in CAS 2025/A/11073
Respondent in CAS 2025/A/11400

and

International Tennis Integrity Agency (ITIA), London, United Kingdom

Represented by Mr Mathieu Baerth and Ms Fien Schreurs, Attorneys-at-Law, Ghent, Belgium, Ms Julia Lowis, ITIA Legal Counsel, London, United Kingdom, and by Ms Louise Reilly SC, Barrister-at-Law, Lausanne, Switzerland

Appellant in CAS 2025/A/11400
Respondent in CAS 2025/A/11073

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Abbreviations

2017 TACP	The 2017 version of the TACP
2018 TACP	The 2018 version of the TACP
2024 TACP	The 2024 version of the TACP
2025 TACP	The 2025 version of the TACP
AHO	Anti-Corruption Hearing Officer
Appealed Decision	The "*Award*" issued by the AHO on 1 April 2025
ATP	ATP Tour, Inc.
Belgian Investigation	The criminal investigation conducted by the Belgian authorities
CAS	Court of Arbitration for Sport
CAS Code	The Code of Sports-related Arbitration
Charges	The charges brought by the ITIA against the Player in the Notice
Criminal Investigations	The Belgian Investigation and/or the French Investigation
ECHR	European Convention on Human Rights
ECtHR	European Court of Human Rights
EU	European Union
French Investigation	The criminal investigation conducted by the French authorities
Governing Bodies	ATP, GSB, ITF and WTA
GS	Mr Grigor Sargsyan
GSB	Grand Slam Board
IPIN	ITF International Player Identification Number
ITF	International Tennis Federation
ITIA	International Tennis Integrity Agency
Match 1	The doubles match ([…]/Setodji v. […]/[…]) of […] July 2017 at the ITF […] Tournament in […]
Match 2	The doubles match ([…]/[…] v. Setodji/[…]) of […] August 2017 at the ITF […] Tournament in […]
Match 3	The singles match ([…] v. Setodji) of […] September 2017 at the ITF […] Tournament in […]
Match 4	The doubles match ([…]/Setodji v. […]/[…]) of […] May 2018 at the ITF […] Tournament in […]

Match(-es)	Match 1, Match 2, Match 3 and Match 4 or any of them
Mitjana Award	The award rendered on 7 January 2025 in CAS 2024/A/10295, *Leny Mitjana v The International Tennis Integrity Agency (ITIA)* & CAS 2024/A/10313, *The International Tennis Integrity Agency (ITIA) v Leny Mitjana*
Mr Martirosyan	Mr Andranik Martirosyan
Mr Sarkisov	Mr Grigor Sarkisov
Notice	The Notice of Major Offense sent by ITIA to the Player on 15 July 2024
Order of Procedure	The order of procedure issued by the CAS Court Office on behalf of the President of the Panel on 29 September 2025
Party(-ies)	The Player and ITIA or any of them
Personal Phone	The telephone with the French number […]
Phone ending with #26	The telephone with the Nigerian number […]
Phone ending with #55	The telephone with the French number […]
Phone ending with #67	The Personal Phone
Phone ending with #83	The telephone with the Dutch number […]
Player	Mr Thomas Setodji
Preliminary Decision	The "*Interim Decision Determining Preliminary Matters*" adopted by the AHO on 6 November 2024
PTPA	Professional Tennis Players Association
PWS	Player Welfare Statement
Sanctioning Guidelines	The Sanctioning Guidelines adopted by ITIA
SFT	Swiss Federal Tribunal
TACP	Tennis Anti-Corruption Program
TIPP	Tennis Integrity Protection Programme
TIU	Tennis Integrity Unit
WTA	WTA Tour, Inc.

I. THE PARTIES

1. Mr Thomas Setodji (the "Player") is a professional tennis player of French citizenship born on 13 October 1995 in Gonesse, Togo. He held a career-high ATP Singles Ranking of 794 in 2024, and an ITF Singles Ranking of 921 in 2020.

2. The International Tennis Integrity Agency (the "ITIA") is an independent body established in 2021 by the ATP Tour, Inc. ("ATP"), the Grand Slam Board ("GSB"), the International Tennis Federation (the "ITF") and the WTA Tour, Inc. ("WTA"; collectively the "Governing Bodies") to promote, encourage, enhance and safeguard the integrity of their professional tennis events worldwide. It is established in London, United Kingdom. In 2021, the ITIA took over the responsibility for enforcing the Tennis Anti-Corruption Program (the "TACP") from the Tennis Integrity Unit ("TIU").

3. The Player and the ITIA together are referred to as the "Parties".

II. BACKGROUND FACTS

4. Below is a summary of the main relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced during these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award only to the submissions and evidence it considers necessary to explain its reasoning.

5. In order to be allowed to participate in tournaments sanctioned by the ITF players need to register for an ITF International Player Identification Number (the "IPIN") and to agree to the "Player Welfare Statement" (the "PWS") as a part of the registration process for an IPIN.

6. The PWS provided, *inter alia*, in similar terms in its various editions relevant in these proceedings, as follows:

> "*1. Agreements of the Player*
>
> *I declare that I am aware of and will abide by the Rules of Tennis, as approved by the International Tennis Federation, the ITF Pro Circuit and/or ITF Junior Circuit and/or ITF Seniors and/or ITF Wheelchair Tennis Regulations and Code of Conduct, as amended from time to time by the ITF Men's and Women's and/or Junior and/or Seniors and/or Wheelchair Tennis Circuit Committees (the "Rules"). The Rules include, but are not limited to the Age Eligibility Rule; the ITF Tennis Anti-Doping program; the Uniform Tennis Anti-Corruption Program and the ITF Player Welfare Policy. Finally, I understand that this agreement will remain in full force and effect until I further advise the ITF in writing that I am permanently retiring from participation in tennis with immediate effect. […]*
>
> *3. Anti-Corruption Consent*
>
> *I am bound by and will comply with the Uniform Tennis Anti-Corruption Program (the "Anti-Corruption Program"), a copy of which is available upon request from the ITF or may be*

downloaded at http://www.tennisintegrityunit.com. The Anti-Corruption Program will govern my participation in ITF-sanctioned events (alongside the ITF Rules, including the Player Code of Conduct and the ITF Tennis Anti-Doping Programme, each of them applying concurrently and without prejudice to the other). The Tennis Integrity Unit may conduct investigations in relation to ITF-sanctioned events under the Anti-Corruption Programme, and will enforce any penalties, sanctions and/or other measures taken against me under the Anti-Corruption Programme. I hereby submit to the jurisdiction and authority of the ITF to manage, administer and enforce the Anti-Corruption Programme and to the jurisdiction and authority of the Court of Arbitration for Sport to determine any appeals brought under the Anti-Corruption Programme. […]

Player Agreement

I, [PLAYER NAME], have read, understood, consent and agree to the above agreements of the player (section 1), Anti-Doping Consent (section 2), and Anti-Corruption Consent (section 3), Eligibility for Wheelchair Tennis Players (section 4) (where applicable) and Minor Medical release (section 5) (where applicable). If I am under 18 years old, my parents and/or legal guardian have also read and accept this agreement on my behalf."

7. The Tennis Integrity Protection Programme ("TIPP") is an interactive online e-learning programme established to familiarise players with the provisions of the TACP. Completion of the TIPP within a prescribed period following acceptance of the PWS is mandatory, failing which the player's IPIN is suspended. The Player completed the TIPP in 2017, 2019 and 2023.

8. Between 2014 and 2018, the Belgian Federal Public Prosecutor's Office carried out some investigations related to the activities of an Armenian-Belgian organised criminal network that was believed to be operating to fix professional tennis matches worldwide ("the Belgian Investigation"). Subsequently, the French criminal authorities initiated their own investigation into several implicated French players ("the French Investigation"; the Belgian Investigation and/or the French Investigation are the "Criminal Investigations").

9. According to the Criminal Investigations, the network was led by Mr Grigor Sargsyan ("GS" or "Mr Sargsyan"), also known as the "*Maestro*", who acted as the intermediary between professional tennis players or middlemen and his accomplices, responsible for placing bets and, at times, delivering illicit payments to players through cash or online platforms. The organisation was structured around GS, Mr Grigor Sarkisov ("Mr Sarkisov") and Mr Andranik Martirosyan ("Mr Martirosyan"), the latter managing the group's finances from Armenia.

10. On 17 April 2018, while he was in Nigeria, the Player was interrogated by Mr Lacksley Harris and Mr Simon Cowell, who presented themselves as TIU (now ITIA) agents/employees. These investigators were given access for download for about 7 hours to the Player's mobile phone (an iPhone 7 with IMEI […] and the French phone number […]: the "Personal Phone" or the "Phone ending with #67"). The reason for the interview, as explained to the Player by the investigators, were a couple of tennis matches played by the Player in November 2017 (in […]) and in March 2018 (in […]).

11. On 5 and 6 June 2018, searches were conducted in the context of the Criminal Investigations, resulting in the arrest and interrogation of 17 suspects, including GS.

12. During the search of the house of GS, four mobile phones were seized, the content of

which was analysed by the Belgian investigators:

i. iPhone 5SE – IMEI […]

ii. iPhone 6S – IMEI […]

iii. iPhone X – IMEI […]

iv. iPhone 7 – IMEI […]

13. The forensic analysis of these mobile phones revealed images of money transfers, betting slips and screenshots of tennis matches, as well as notes, calls and written exchanges between GS and associates and between GS and tennis players regarding match fixing.

14. In the context of the Criminal Investigations, the French Police questioned several French tennis players suspected of belonging to a criminal organisation engaged in match-fixing. A number of these players admitted to their participation in match-fixing activities and to their cooperation with GS and his criminal network.

15. In 2020, the ITIA was granted access to certain evidence collected by the Belgian and French authorities, including transcripts of interviews, forensic downloads of mobile telephones, and records of money transfers.

16. On 12 March 2019, the Player was temporarily arrested (placed in "*garde à vue*") by the French Police and interviewed at the Nanterre Police Station.

17. On 30 June 2023, the Court of First Instance of East Flanders, in Oudenaarde (Belgium), found the existence of a criminal organisation within which GS knowingly and intentionally engaged, and behaved, as a leader, and imposed on him a prison term of five years and a fine.

18. On 15 July 2024, the ITIA sent to the Player a Notice of Major Offense (the "Notice"), with referral for adjudication to an Anti-Corruption Hearing Officer ("AHO"), pursuant to Sections E.4 and G.1 of the 2024 version of the TACP (the "2024 TACP"), informing him that he was charged with 11 alleged breaches (the "Charges") of the 2017 version and/or the 2018 version of the TACP (respectively, the "2017 TACP" and the "2018 TACP") relating to four matches (collectively, the "Matches"):

i. the doubles match ([…]/Setodji v. […]/[…]) played on […] July 2017 at the ITF […] Tournament in […], won by […]/[…] with the score […] ("Match 1");

ii. the doubles match ([…]/[…] v. Setodji/[…]) played on […] August 2017 at the ITF […] Tournament in […], won by […]/[…] with the score […] ("Match 2");

iii. the singles match ([…] v. Setodji) played on […] September 2017 at the ITF […] Tournament in […], won by the Player with the score […] ("Match 3");

iv. the doubles match ([…]/Setodji v. […]/[…]) played on […] May 2018 at the ITF […] Tournament in […], won by […]/[…] with the score […] ("Match 4").

19. The Charges were set out in the Notice as follows:

Charge	***TACP Section***	***Summary***
1	*D.1.d of the 2017 TACP (Contriving)* *"No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event."*	*i. You contrived or attempted to contrive an aspect of your doubles match on […] July 2017 at the ITF […] tournament in […] in which you were partnering […] and playing against […]/[…];* *ii. You contrived or attempted to contrive an aspect of your doubles match on […] August 2017 at the ITF […] tournament in […] in which you were partnering […] and playing against […]/[…];* *iii. You contrived or attempted to contrive an aspect of your singles match on […] September 2017 at the ITF […] tournament in […] in which you were playing against […]*
2	*D.1.b of the 2017 and 2018 TACP (Facilitation)* *"No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition."*	*2.i-iii The ITIA alleges that you contrived or solicited to contrive the outcome and/or aspects of the matches as set out above (Charge 1) in order to facilitate betting on those matches in breach of section D.1b of the TACP.* *2.iv You solicited another to wager on the outcome and/or aspects of your doubles match on […] May 2018 at the ITF […] tournament in […] in which you were partnering […] and playing against […]/[…].*
3	*D.2.a.i of the 2017 and 2018 TACP (Non-reporting)* *"In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide inside information, it shall be the player's obligation to report such incident to the TIU as soon as possible."*	*3.i-iv The ITIA alleges that you failed to report the approaches made to you by an organised criminal network to contrive aspects of the matches as set out above (Charge 1 and Charge 2) in breach of section D.2.a.i. of the TACP.*

20. On 28 July 2024 the Player notified the ITIA that he wished to defend his case through a hearing before the AHO.

21. On 21 August 2024, in New York, at the US Open Qualifiers, the Player was visited and interviewed by the ITIA agents, who were granted access for download to his mobile phone (an iPhone 14).

22. On 23 September 2024, a first Pre-Hearing Conference Call took place in front of the appointed AHO, Professor Richard McLaren. The AHO decided to bifurcate the proceedings and address some preliminary matters in an interim decision.

23. On 6 November 2024, the AHO issued an "*Interim Decision Determining Preliminary Matters*" (the "Preliminary Decision"), addressing issues regarding jurisdiction, applicable law, burden and standard of proof, evaluation of evidence and the Player's objection regarding the seizure and download of his mobile phone and the ITIA interviews during the investigatory phase, concluding that:

> *62. […] no preliminary matters exist that would prevent this matter proceeding to a hearing on the merits of the case. All preliminary objections raised in the submissions of the Player are rejected and are insufficient to discontinue these proceedings. The AHO has the jurisdiction to proceed to hear and determine the matter. It is found that no preliminary matters exist that would prevent the AHO from proceeding to a hearing on the merits of the case.*
>
> *63. In making the foregoing findings there is one exception regarding the privileged information that remained on the phone and the possibility that it may become part of this proceeding as a result. The counsel for the ITIA has made undertakings that it would not become part of this proceeding. The counsel for the Covered Person will be able to raise the matter should it arise as discussed in paragraphs 57, 58 and 59.*
>
> *64. Other than the single foregoing exception the Preliminary Objections by the Covered Person are dismissed. The parties are instructed to have a conference call to plan the procedure leading to a Hearing in accordance with the 2024 TACP.*"

24. In the Preliminary Decision, the AHO expressed the following considerations:

i. as to the "*Governing Rules & Jurisdiction*", the objection of the Player, that the ITIA lacked jurisdiction, had no legal basis. Participation in ITF tournaments requires registration with an IPIN and the annual signing of the PWS. By signing, the Player agreed to abide by the rules of tennis, including the TACP, which establishes the ITIA's authority. The documents are valid regardless of their language, and the Player, having registered and competed since 2013, is a "*Covered Person*" bound by the TACP. Consequently, the TACP governs disputes of this nature and empowered the ITIA to issue the Notice;

ii. as to the "*TIU interview of April 2018*", the Player had a duty under Section C.4 of the TACP to be familiar with its provisions, as made possible through the TIPP, an interactive online e-learning programme designed to familiarise covered persons with the rules of the TACP. Completion of the TIPP is mandatory to maintain an active IPIN, and the Player's records confirmed its completion in 2017, 2019 and 2023 in French. Also, Section F.2.a of the TACP grants the ITIA the discretion to conduct interviews necessary to investigate potential "*Corruption Offenses*". The Player's objections alleging procedural violations had no merit, since disciplinary proceedings in tennis are civil, not criminal, and therefore not subject to the criminal protections under Article 6 of the European Convention on Human Rights (the "ECHR"). Evidence showed that the Player was duly informed of his rights, that the investigators' identities and authority were disclosed, and that he was advised of his right to legal representation;

iii. as to the "*Right of Privacy in mobile phone confiscation*", the TACP expressly authorizes investigators to interview players and to request access to personal devices where there are grounds to suspect a "*Corruption Offense*". The Player's objections were vague, lacked specificity and were unfounded. In fact, the TACP provides a clear contractual and legal basis for the interviews and phone downloads, and, by agreeing to the TACP, the Player consented to such investigative measures. The extraction process was carried out under strict parameters: the relevant material was identified, was uploaded to a secure database, is retained only for twelve months after a final decision, and shall then be deleted, ensuring confidentiality under both the TACP and the ITIA's privacy policy. Moreover, since the applicable law is the TACP and, subsidiarily, Florida law, the Player could not argue that he did not validly consent, as Florida courts have already held that the TACP is not a contract of adhesion. By accepting the benefits of participating in professional tennis, he effectively waived any such claims and was estopped from challenging the rules he accepted. Accordingly, no violation of privacy occurred;

iv. as to the conduct of the "*Investigations and AHO Proceedings not within a reasonable time*", the evidence in the Player's case stemmed mainly from the Criminal Investigations conducted between 2014 and 2018. The French authorities initially asked the ITIA not to pursue disciplinary action against French players who were under criminal investigation and the ITIA respected this request. However, the Player continued to compete during the Criminal Investigations and was still doing so. As a result, he could not claim that there was an excessive delay in bringing disciplinary proceedings, since he directly benefited from the ITIA's restraint. Consequently, the Player's objection regarding delay was dismissed;

v. as to the "*Seizure/confiscation, processing/copying mobile phone August 2024*", nothing in the TACP prevented the ITIA from opening a new investigation while another one was pending. Accepting the Player's objection would allow violations to go unpunished. The phone download of August 2024 was unrelated to the proceedings started with the Notice and no data from it would be used. When the ITIA investigators demanded access to the Player's device at the US Open Qualifiers, a specific procedure was agreed to protect legally privileged material, involving deletion in front of an independent witness. Although the Player forgot to include all his privileged communications with his lawyer, resulting in their accidental download, the ITIA undertook not to rely on this material and confirmed that it had not been analysed.

25. On 28 November 2024, a second Pre-Hearing Conference Call took place in front of the AHO. As a result, the AHO issued a Procedural Order requiring ITIA to disclose all documents on which it intended to rely or were otherwise relevant, its list of witnesses and their witness statements.

26. On 10 and 11 February 2025, a hearing was held before the AHO.

27. On 1 April 2025, the AHO issued an "*Award*" (the "Appealed Decision"), which was notified to the Parties on 3 April 2025. The operative part of the Appealed Decision reads as follows:

I. Thomas Setodji, a Covered Person under the TACP, is found to have breached multiple times, Sections D.1.d, D.1.b, and D.2.a.i of the 2017 and 2018 TACP.

II. The Covered Person pursuant to Section H.1.a of the 2024 TACP, is to serve a ten year period of ineligibility to Participate in any Sanctioned Events commencing on the 1st day of April 2025 and ending upon the 31st day of March 2035.

III. The Covered Person pursuant to Section H.1.a of the 2024 TACP is to pay a fine of USD $20,000 and a further sum of EUR 5,500 by way of recovery of monies paid to the Covered Person in connection with Corruption Offenses.

IV. In accordance with Section G.4.e of the 2024 TACP this Decision will be reported publicly.

V. Subject to the appeal rights in Section I. of the 2024 TACP, under Section G.4.d this Decision is a "full, final and complete disposition of the matter and will be binding on all parties'.

VI. The Decision herein may be appealed pursuant to Section I.1. of the 2024 TACP. The deadline for filing an appeal under Section I.4. is a period of "twenty Business Days from the date of receipt of the decision by the appealing party." The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

28. In essence, the findings in the Appealed Decisions with respect to the Charges can be summarised as follow:

Matches	2017 TACP Breaches		
	D.1.d	D.1.b	D.2.a.i
	Charge 1	Charge 2	Charge 3
Match 1	Established	Established	Established
Match 2	Established	Established	Established
Match 3	Established	Established	Established
	2018 TACP Breaches		
	D.1.d	D.1.b	D.2.a.i
	Charge 1	Charge 2	Charge 3
Match 4	No charge brought	Dismissed	Established

29. In the Appealed Decision the AHO:

i. described the Criminal Investigations, the "*Modus Operandi of GS*", with respect to "*how the betting was organised*", GS' tactics to hide communications with the tennis players, and the various methods used to pay players;

ii. considered the following issues:

a. whether certain phone numbers could be attributed to the Player. The Player acknowledged to the French Police that he possessed only one Personal Phone (the Phone ending with #67) and even provided its PIN code, stressing that

he had "*nothing to hide*". Nevertheless, the Belgian authorities discovered in GS' phones and handwritten notes additional numbers saved under variations of the Player's name, specifically the French telephone number […] (the "Phone ending with #55"), the Dutch telephone number […] (the "Phone ending with #83"), and the Nigerian telephone number […] (the "Phone ending with #26"). Communications linked to these numbers coincided with the Player's actual presence at the tournaments object of the Charges. The Player repeatedly denied ownership or use of the additional numbers, arguing that they could have been used by intermediaries. However, the ITIA's analysis of his Personal Phone revealed traces of one of the disputed numbers (Phone ending with #55) and testimony from his girlfriend indirectly corroborated the attribution. Considering the evidence in its entirety, it could be found that the Phones ending in #55, #83, and #26 were more likely than not used by the Player;

b. as to "*how should the relationship [of the Player] with GS be characterised*". The Player first met GS at a French tournament in 2017; they then met on several occasions over the following six months. The Player admitted exchanging contact details. He consistently claimed that he only knew GS by "*Greg*" or "*Gregory*," denying knowledge of other aliases such as "*Maestro*." However, evidence from his Personal Phone included a December 2017 text message from his girlfriend referring to GS as "*Maestro*", suggesting that he was aware of that *alias* earlier than admitted. In addition, GS' phones and notebooks contained the number of the Player's admitted Personal Phone, as well as additional numbers attributed to him, some of which were deleted from the Player's own device. The Player maintained that his relationship with GS was limited to potential sponsorship. However, the testimony of the Player lacked veracity and the inference to be drawn from this lack of credibility on the point of sponsorship is that his testimony was simply to justify why there were communications with GS as well as in-person meetings. As a result, when all of the foregoing evidence, some circumstantial and some direct, were considered, it was more likely than not that the Player was in communication with GS on a frequent basis but not on the subject of sponsorship, which was just a cover up. The personal visits were to collect money from GS and the various communications through attributed phone devices clearly demonstrate that the Player was involved in match fixing activities;

iii. found with respect to the Matches:

a. as to Match 1. Three days before Match 1, GS communicated with Mr Lescure, who admitted to Belgian investigators that he acted as an intermediary between GS and the Player. On the match day, GS took screenshots of the Player's match from betting sites and forwarded them, along with instructions for a five-match accumulator bet, requiring the Player and his partner to lose. Evidence from the Player's personal phone included a note listing countries and sums corresponding to cash bribes for Match 1, Match 2, and Match 3, with […] appearing in correct chronological order for Match 1. On-court analysis also suggested deliberate manipulation, with

serving patterns and scorelines consistent with pre-arranged losing. As a result, it was more likely than not that the Player participated in fixing Match 1, thereby breaching Sections D.1.d and D.1.b of the 2017 TACP, and, by failing to report the corruption, also its Section D.2.a.i;

b. as to Match 2. Communications between GS and his intermediary, Mr Lescure, specifically referred to the Player and a note on the Player's phone recorded a EUR 1,000 bribe linked to the match in […], in proper chronological order with other payments. The file from the Belgian Investigation further contained 12 betting screenshots and Telegram exchanges, in which GS instructed that "*Setodji/[…] will lose the […] break of their […] set*", confirming the intended manipulation. As a result, it was found more likely than not that the Player deliberately fixed Match 2, thereby breaching Sections D.1.d and D.1.b of the 2017 TACP, and, by failing to report the offense, also its Section D.2.a.i;

c. as to Match 3. Unlike GS' usual arrangements, requiring a player to lose, this fix followed a "*win or surrender*" strategy, under which the Player would either win or, if losing, retire, ensuring that bettors either profited or recovered their stakes. This scheme is corroborated by later communications regarding Match 4, when the Player sought a similar arrangement, suggesting prior use of the method in Match 3. The day before Match 3, GS saved the Player's contact as "*Setodji*" and exchanged WhatsApp messages with him. On the day of Match 3, GS saved seven betting screenshots and sent his accomplice the instruction: "*Setodji will win, otherwise will give up*". Supporting evidence includes entries in the Player's phone ("*[…] 3,000*"), reflecting payments for the fix, and notes on GS' phone, confirming that payment was made. As a result, it can be found that the Player was involved in a corrupt arrangement despite the win and, on the balance of probabilities, that the Player breached Sections D.1.d and D.1.b i of the 2017 TACP, as well as its Section D.2.a. by failing to report the offense;

d. as to Match 4. The evidence shows that on the day before, and on the morning of, the Match, the Player exchanged Telegram messages with GS via a phone attributed to him (the Phone ending with #83). GS made a proposal for a potential fix, and the Player initially appeared to consider it, before ultimately refusing, stating that he wanted ranking points and did not want to cheat while partnered with his doubles teammate. As a result, there was insufficient evidence to establish that an agreement to manipulate Match 4 had been reached. Accordingly, no breach of Section D.1.b of the 2018 TACP was found. However, the Player failed to report the corrupt approach by GS, thereby committing a breach of Section D.2.a.i of the 2018 TACP;

iv. applied, with respect to the sanctions, the Sanctioning Guidelines adopted by the ITIA (the "Sanctioning Guidelines"). On their basis, noted that:

a. the first step is to determine the offense category, which has two constituent parts, "*Culpability*" and "*Impact*":

- as to "*Culpability*", it could be found that the Player committed multiple offenses over a protracted period of time, thereby placing the "*Culpability*" in Category A;

- as to "*Impact*", three major offenses were involved over a short time frame. The Belgian Investigation showed the impact of the criminal organisation led by GS on the reputation of the sport of tennis. The illicit gains were significant in amounts. As a result, "*Impact*" could be placed in Category 2;
- in summary, the category of the offending conduct was found to be A2;

b. the starting point to determine the quantum of the sanctions for an A2 offence was 10 years' ineligibility. An aggravating factor in the case of the Player would be his participation in multiple TIPP training sessions, while no mitigating applicable factors of those listed in the Sanctioning Guidelines existed. The aggravating factor only served to confirm the 10-year ban asked for by the ITIA;

c. the Sanctioning Guidelines on fines for 1-5 "*Major Offenses*" mention a range between USD 0 and USD 25,000. A fine of USD 20,000 was found to be appropriate;

d. Section H.1.a.(i) of the TACP provides that, in addition to any fine, an amount equal to the gains received from illicit conduct may be recovered. The amounts are shown in a chart on the Player's Personal Phone: EUR 1,500 for Match 1, EUR 1,000 for Match 2 and a further EUR 3,000 for Match 3. Therefore, the Player was to be ordered under Section H.1.a.(ii) to pay back these monies received from the illicit activity, totalling EUR 5,500.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

A. In the arbitration CAS 2025/A/11073

30. On 29 April 2025, the Player filed with the Court of Arbitration for Sport ("CAS") a Statement of Appeal, pursuant to Article R47 of the Code of Sports-related Arbitration (the "CAS Code"), to challenge the Appealed Decision. In his Statement of Appeal, the Player, *inter alia*, nominated Mr Hugo Vaz Serra, Attorney-at-Law in Lisbon, Portugal, as an arbitrator.

31. At the same time, the Player filed a request for provisional measures, pursuant to Article R37 of the CAS Code, seeking the stay of the Appealed Decision.

32. On 5 May 2025, the CAS Court Office acknowledged receipt of the Statement of Appeal filed by the Player, initiated the arbitration procedure *CAS 2025/A/11073* and *inter alia* invited the ITIA to file its position on the request for provisional measures by 15 May 2025.

33. On 8 May 2025, the ITIA, in a letter to the CAS Court Office, nominated Prof. Dr Martin Schimke, Attorney-at-Law in Dusseldorf, Germany as an arbitrator and requested, *inter alia*:

"- *That the Appellant be ordered, pursuant to Article R29 of the CAS Code, to provide English translations of all exhibits submitted in French;*

- *That the Appellant be directed to file a copy of the exhibit titled 'Payment from the Togolese*

Federation on 5 February 2024'; and

- *That the current deadline for the Respondent to respond to the Request for Provisional Measures be suspended and a new deadline fixed upon receipt of the complete and translated documentation*."

B. In the arbitration CAS 2025/A/11400

34. On 6 May 2025, the ITIA filed with CAS a Statement of Appeal, pursuant to Article R47 of the CAS Code, to challenge the Appealed Decision. In its Statement of Appeal, the ITIA, noting the appeal filed by the Player against the same Appealed Decision, requested that both proceedings be consolidated pursuant to Article R52 of the CAS Code and, for the purposes of consolidation, nominated Prof. Dr Martin Schimke, Attorney-at-Law, Dusseldorf, Germany, as an arbitrator.

35. On 8 May 2025, the CAS Court Office acknowledged receipt of the Statement of Appeal filed by the ITIA, initiated the arbitration procedure *CAS 2025/A/11400* and *inter alia* invited the Player to state his position on the request to consolidate the procedures by 11 May 2025.

36. On 9 May 2025, the Player confirmed his agreement with the proposed consolidation of the proceedings *CAS 2025/A/11073* and *CAS 2025/A/11400*.

C. In the consolidated arbitration CAS 2025/A/11073 and CAS 2025/A/11400

37. On 12 May 2025, the CAS Court Office, writing on behalf of the President of the CAS Appeals Arbitration Division, informed the Parties that, in light of their agreement, the proceedings *CAS 2025/A/11073* and *CAS 2025/A/11400* were consolidated. Furthermore, it invited the Player to provide, pursuant to Article R29.1 of the CAS Code, English translations of all exhibits submitted in French, and suspended the deadline for the ITIA to submit its answer to the Player's request for provisional measures.

38. On 15 May 2025, the Player informed the CAS Court Office that the documents requested on 12 May 2025 had been uploaded via the e-filing system.

39. On 16 May 2025, the CAS Court Office acknowledged receipt of the Player's filings and informed the Parties that the suspension of the ITIA's deadline to respond to the request for provisional measures was lifted.

40. On 26 May 2025, the ITIA filed its answer to the Player' request for provisional measures, asking its dismissal.

41. On 27 May 2025, as a result, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division, or her Deputy, would issue shortly an Order on the request for provisional measures.

42. On 5 June 2025, the Parties submitted their respective Appeal Briefs:

    i. the Player filed witness statements signed by Mr […] and Ms […];

    ii. the ITIA:

a. submitted the witness statements of Mr Glen Shackel and Mr John Nolan; and, at the same time

b. requested the Panel "*to bifurcate these proceeding and to decide as a preliminary issue that the Preliminary Decision of 6 November 2024 is final and binding and therefore, any arguments related thereto are outside the scope of the present appeal and thus inadmissible*".

43. On 10 June 2025, the CAS Court Office acknowledged the receipt of the Appeal Briefs and invited the Parties to submit their respective Answers to the appeals filed by the other Party.

44. On 7 July 2025, the President of the CAS Appeals Arbitration Division issued an Order on Application for provisional measures in CAS 2025/A/11073, as follows:

"*1. The application for provisional measures filed by Mr Thomas Setodji on 29 April 2025 in the matter CAS 2025/A/11073 Thomas Setodji v. International Tennis Integrity Agency (ITIA) is denied.*

2. The costs of the present Order shall be determined in the final award or any other final disposition of this arbitration."

45. On 8 July 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Panel appointed to hear the consolidated proceedings had been constituted as follows:

President:	Prof. Luigi Fumagalli, Professor and Attorney-at-Law in Milan, Italy;
Arbitrators:	Mr Hugo Vaz Serra, Attorney-at-Law in Lisbon, Portugal
	Prof. Dr Martin Schimke, Attorney-at-Law in Dusseldorf, Germany

46. On 10 July 2025, the Parties filed their respective Answers. Together with its Answer to the appeal filed by the Player, the ITIA submitted the witness statements of Ms Charlotte Palul and Mr Hesham Jlilou. In the letter transmitting its Answer, then, the ITIA drew the "*the Panel's attention to the fact that, for the reasons set out [in] ITIA's Answer Brief, the ITIA request[ed] that these proceedings be bifurcated and that the CAS Panel issue a preliminary award on the question of whether AHO McLaren's Preliminary Decision of 6 November 2024 is final and binding and any arguments related thereto are outside the scope of the present appeal and therefore inadmissible*."

47. On 14 July 2025, the CAS Court Office, writing on behalf of the Panel, invited the Player to comment on the ITIA's request of bifurcation. Additionally, the Parties were invited to indicate whether they preferred a hearing to be held in this matter or for the Panel to issue an award based solely on the Parties' written submissions. In addition, the Parties were invited to indicate whether they requested a case management conference with the Panel in order to discuss any procedural and evidentiary issues, as well as the preparation of the hearing.

48. On 14 July 2025, the ITIA, in a message to the CAS Court Office, requested that both a case management conference and a hearing be held, at the Panel's earliest convenience.

Additionally, it provided an amended version of one of its exhibit (Exhibit C.04).

49. On 5 August 2025, after exchanging several messages with the Parties regarding a possible date, the CAS Court Office informed the Parties that a case management conference would be held by videoconference on 3 September 2025.

50. On 3 September 2025, a case management conference was held with the participation of the Parties, the Panel and Ms Delphine Deschenaux-Rochat, CAS Counsel. On that occasion, the ITIA's request of bifurcation of the proceedings was discussed, and dates for a hearing were identified.

51. On 4 September 2025, the CAS Court Office informed the Parties that the Panel had decided to deny the ITIA's request of bifurcation and that an in-person hearing would be held on 27 November 2025, at the CAS offices in Lausanne, Switzerland.

52. On 8 September 2025, the CAS Court Office requested on behalf of the Panel:

"- *the ITIA […] to provide the CAS Court Office, on or before 15 September 2025, with (i) a copy of the [sanctioning] guidelines in force at the time of the events, and (ii) those that are currently in force […].*

- *Mr Setodji […] to provide a copy of the decision in the case brought against Eduardo Agustìn Torre, which is mentioned in his written submissions […]*".

53. On 10 September 2025, the ITIA sent a letter to the CAS Court Office as follows:

"*The ITIA has submitted, as Exhibit A.26, the Sanctioning Guidelines in force since 1 January 2024, which were provided to the Player at the same time as the Notice.*

At the time of the events (2017 and 2018), no Sanctioning Guidelines were in force. The first Sanctioning Guidelines were introduced on a trial basis from 11 March 2021. The Sanctioning Guidelines were introduced to provide a framework for the issuing of sanctions under the TACP. They draw on historical precedent and are not binding.

The Sanctioning Guidelines currently in force are those effective from 1 January 2025, which are annexed to this letter. The introduction provides that, 'Where the guidelines are amended, the applicable version in a particular case shall be the guidelines in force at the time a sanction falls to be considered by the AHO or ITIA'".

54. On 22 September 2025, the Player informed the CAS Court Office that he intended to cross-examine all the ITIA's witnesses. He also provided a copy of the decision in the case brought by ITIA against Mr Edoardo Augustìn Torre.

55. On 29 September 2025, the CAS Court Office issued on behalf of the President of the Panel an order of procedure (the "Order of Procedure"), which was signed by the Player and the ITIA on 6 October 2025.

56. On 20 November 2025, in view of the upcoming hearing, the ITIA provided a Hearing Bundle, "*in order to facilitate the Panel and the parties refer the relevant documents during the hearing*", collating "*all the documents […] filed by the parties*" and containing no document which had not already been filed.

57. On 27 November 2025, a hearing was held in Lausanne. In addition to the Panel and

Ms Delphine Deschenaux-Rochat, the following persons attended the hearing:

for the Player:	the Player in person, assisted by Mr Yazid Benmeriem and Mr Joao Gonçalves, counsel;
for the ITIA:	Mr Ben Rutherford, ITIA Senior Legal Director, Legal, Ms Julia Lowis, ITIA Senior Legal Counsel, Mr Fien Schreurs (online), Ms Louise Reilly and Mr Mathieu Baert, counsel;
as interpreters:	Ms Alessia Hughes and Mr Patrick Lenner.

58. At the beginning of the hearing, the Parties confirmed that they had no objections to the composition of the Panel. The Panel then, after opening statements by counsel, heard the declarations of the Player, Mr […], Ms […] (by video connection), Mr Glen Shackel, and Mr John Nolan. All the witnesses were duly sworn in and confirmed their respective statements on file. They then declared, *inter alia*, the following:

i. the Player explained his relationship with GS, met only 4-5 times as a tennis fan, who whished to provide some sponsoring. Meetings occurred at the Gare du Nord in Paris, because it was a convenient place for everybody. When interviewed in 2018, he assisted the ITIA in its investigation; however, when interviewed in 2024 at a time when the current disciplinary proceedings were already pending, he could not delete all messages exchanged with his lawyer, which were therefore downloaded. He actually did not have any possibility to deny his collaboration, because he was warned that any failure would have led to his suspension. The text of the declaration he signed, indicating his availability to collaborate, was not handwritten by him. On cross-examination by the ITIA's counsel, the Player confirmed having been banned by casinos, denied knowing at the relevant time that GS was nicknamed "*Maestro*" and indicated that, in the translation of the minutes of his interview by the French Police of 12 March 2019, the passage "*Question: Do you recognise these names: Gregory, Maestro, TonTon, Greg or GG? Answer: Greg and Gregory, yes, not the others*" was wrongly translated by the French original, which made reference to "*noms d'appel*" and not simply to "*names*". In addition, the Player denied the use of the telephones attributed to him, declared that the note found on his Personal Phone, listing countries and amounts, related to expenses, rounded for convenience, and stressed that there was a cherry-picking from the messages exchanged with Ms […], his girlfriend. Finally, he declared that "*Maes*" is a name by which he is called, admitted the inexistence of elements confirming the sponsoring, but confirmed that GS wanted to support his professional activity;

ii. Mr […], another tennis player, now retired, doubles partner of the Player at Match 2, confirmed that the Match was played in normal conditions, and that they lost to the opponents because they were a much stronger pair. He never heard, and still does not know anything, about "*Maestro*" or GS;

iii. Ms […], the girlfriend of the Player, declared that, as far as she knew, "*Maestro*" was an agent, interested in promoting young tennis players, but did not know his real name, and never met him. Finally, she confirmed the existence of several messages exchanged with the Player, not mentioned by the ITIA, but explaining

those referred to as a part of the case brought against the Player;

iv. Mr Glen Shackel, an ITIA Intelligence Analyst, confirmed the forensic download report prepared by him from the Personal Phone, indicating that there were clear links between the Player and GS; that the Phone ending with #55 was a deleted contact in the Personal Phone, titled "*Setodji*" in a GS' phone; that a number linked to GS was titled "*Bss2*" in the Personal Phone, which contained messages mentioning "*Maes*" or "*Maestro*"; that messages indicated that the Player met GS in a Brussels restaurant in December 2017, where he introduced two friends to him; and that the Player and his friends are enthusiastic gamblers, both online and visiting casinos. On cross-examination by the Player's counsel, Mr Shackel explained his role as an analyst, consisting in analysing downloaded data in order to identify those useful for the investigator to find whether there is evidence of match-fixing or involvement in betting, and described the process of search by key-words, such as "*sponsor*" or "*Maestro*". At the same time, he declared that no elements were found indicating that a different SIM card had been introduced in the Personal Phone, and that it could not be excluded that additional notes were present in the Personal Phone relating to personal expenses, and that no elements from the files of the Criminal Investigations existed relating to the geo-localization of the Player. Finally, Mr Shackel declared that the presence of the Phone ending with #55 as a deleted contact in the Personal Phone could be explained as a memo referring to another device used by the Player, and declared that there were no betting alerts relating to the Matches or any of them;

v. Mr John Nolan, an ITIA Investigator, explained that in match-fixing schemes it is normal that there are no direct payments to the players involved, and that the exchange of screenshots (as those relating to Match 1) is an indication that a match is fixed.

59. The Parties were finally invited to submit their pleadings. In that context, the Parties answered questions asked by the Panel and insisted for the granting of the relief respectively sought.

60. At the conclusion of the hearing, the Parties confirmed that they had no objections in respect of their right to be heard and to be treated equally in the arbitration proceedings.

IV. THE POSITION OF THE PARTIES

61. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, whether or not there is specific reference to them in the following summary.

A. The Position of the Player

62. In his Appeal Brief the Player requested the Panel to:

"*1. Set aside the decision dated 1 April 2025 issued by the Anti-Corruption Hearing Officer ;*

2. Declare that breaches or violations were committed;

3. In the alternative, reduce the period of ineligibility and the fine."

63. In its Answer to the Appeal filed by the ITIA, the Player requested the Panel to find the following:

"*1. The appeal of the ITIA is dismissed and or inadmissible*

2. Mr SETODJI is granted a contribution towards the arbitration costs (if any) and its legal fees and expenses, in accordance with R64.5 CAS code."

64. In essence, the Player claims that the appeal filed by the ITIA should be dismissed and the Appealed Decision set aside, or, at least, the sanctions it imposed reduced.

65. In more details, the position of the Player can be summarized as follows:

i. there is no preclusion for this Panel to review the findings of the Preliminary Decision, which were reflected in the Appealed Decision;

ii. the ITIA's procedural rules are disproportionate. This view is shared by the Professional Tennis Players Association ("PTPA"), which advocates for players' rights and has filed complaints in multiple jurisdictions challenging the ITIA's powers. Players must submit to the TACP and disciplinary processes to participate in international events, creating a situation where the ITIA simultaneously enforces rules and acts under the direction of profit-driven tournament organizers, raising concerns about impartiality. Reports highlight intrusive investigations, prolonged interrogations, surveillance, and pressure on financially constrained players to accept sanctions without a hearing. Moreover, the TACP imposes mandatory arbitration, preventing recourse to ordinary courts, which European legal authorities have noted as problematic, because it undermines players' rights to full judicial review. Overall, ITIA regulations and procedures are disproportionate and contrary to European law;

iii. during the AHO proceedings, the Player invoked Article 6 of the ECHR on the right to a fair trial. The ITIA contested its applicability, claiming that only Florida law applied and that, as a civil matter, Article 6 was irrelevant. The AHO accepted this position, excluding Article 6 entirely. However, the case law of the European Court of Human Rights ("ECtHR") shows that disciplinary proceedings, assessed case by case, can fall under either the criminal or the civil limb of Article 6. Therefore, ITIA proceedings cannot be excluded from its scope. More specifically:

a. as to the "*Application of article 6 in its criminal limb*". The ITIA's disciplinary process under the TACP resembles a criminal, rather than civil procedure, given its sweeping investigative powers, severe sanctions and reliance on police files. Players face intrusive measures, pressure to admit charges and reputational harm, which undermine defence rights. As the ITIA exercises powers comparable to a State, the full guarantees of Article 6 ECHR, including presumption of innocence and *in dubio pro reo*, should apply;

b. as to the "*Application of article 6 in its civil limb*". The ITIA procedure, even if considered civil in nature, must fall under the civil limb of Article 6 ECHR. Accordingly, the ITIA and CAS are bound to uphold guarantees such as

independence, impartiality, equality of arms, fairness in evidence, and reasonable length of proceedings;

iv. the disciplinary procedure under the TACP violated Article 6 of the ECHR, imposing an unbalanced and unfair burden of proof and granting the ITIA control of the entire process, from investigation to referral to the AHO. The ITIA selectively used evidence from extensive Criminal Investigations, which included interviews with the Player, even though no criminal charges were brought against him. The ITIA relied on partial extracts of a massive criminal file, without clarifying which parts were used or requested, potentially omitting evidence favourable to the Player. This selective approach, coupled with its unrestricted access to the file, gave the ITIA a significant unfair advantage, while the Player lacked equal access. Moreover, information regarding 180 other players involved in the investigation was not provided, limiting the Player's ability to contextualize his defence or challenge indirect evidence. Overall, the procedure was clearly biased in favour of the ITIA and failed to uphold the procedural guarantees under Article 6 of the ECHR, particularly regarding fairness, equality of arms, and access to evidence, as demonstrated at multiple points throughout the process:

   a. on 17 April 2018, the Player was detained and interrogated by individuals claiming to be TIU agents. The interrogation was conducted through an unknown interpreter, raising doubts about whether the Player fully understood the questions or whether his answers were accurately translated. Although the ITIA claimed that he could have legal assistance, practically this was impossible in a foreign country with no immediate access to a lawyer. The seized mobile phone contained sensitive personal and family data. The ITIA copied and analysed its contents without providing details on the procedures or safeguards in place to protect privacy. There is no evidence that the ITIA had reasonable grounds to seize the Personal Phone or that it respected the data protection policies outlined in the TACP, leaving the procedure irregular and in violation of the Player's fundamental rights;

   b. on 21 August 2024, while the procedure started by the Notice was ongoing, the ITIA agents visited the Player and demanded access to his mobile phone, with refusal risking sanctions or provisional suspension. At that time, he was preparing his defence for an AHO hearing, exchanging documents and messages with his lawyer and others. Concerned about preserving confidentiality, he deleted WhatsApp messages with his lawyer, but this was done under the supervision of a third party, allowing potential exposure. The ITIA never provided proper safeguards for confidential communications or addressed other sensitive data on his phone. By exercising virtually unlimited access under the TACP, the ITIA undermined due process and the confidentiality of the Player's defence;

v. the ITIA's position expressed in the Appeal Brief and in the Answer is unsustainable for the reasons set out below:

   a. the "*ITIA evidence [is] based on statements by individuals who are themselves the subject of prosecutions and charges*". The present case rests primarily on witness statements from individuals who were implicated in

criminal or disciplinary proceedings. Such testimonies, shaped by the witnesses' own sanctions and personal interests, cannot be regarded as reliable, particularly when they are marked by contradictions, by self-serving narratives, and by the ITIA's selective reliance on favourable extracts without adequate corroboration. The challenges to the credibility of these witness statements may be summarized as follows:

- as to the statements of GS, considering that he is the head of the criminal network, he likely shaped them to protect himself, acting in his own defence, concealing facts and implicating others for strategic purposes. The ITIA selectively relied on parts of the Belgian judgment and GS' admissions without providing the full criminal file. Acknowledgment of certain offenses, such as fraud, does not imply acceptance of all allegations. Without access to the complete record, it is impossible to assess the consistency of GS' statements, his methods, or whether he ever directly implicated the Player;
- as to the statements of Mr Lescure and Mr Okala, considering that both intermediaries were sanctioned with life bans, they had clear motives to protect themselves by shifting blame. Their testimonies are inconsistent and sometimes contradictory, with the ITIA quoting only favourable excerpts, while disregarding parts that weaken its case. For example, Mr Okala admitted that, although GS pressed him to offer money to the Player, he never actually did so, and merely claimed to GS that the Player had refused. This raises the possibility that intermediaries misrepresented themselves as acting on the Player's behalf without his knowledge;
- the statements of the Player have been consistent throughout, admitting contacts with GS, but explaining their limited nature. His version never varied and is supported by testimony from his girlfriend, Ms […];

b. as to the "*telephone numbers assigned to Mr Setodji*", the ITIA's assertion, based on the Belgian Investigation, that the Player possessed additional numbers, is unfounded. The only link to other numbers comes from entries found in GS' phones, which the ITIA interprets as belonging to the Player. However, given that numerous intermediaries operated in the network, it cannot be excluded that these numbers actually belonged to individuals posing as go-betweens. Importantly, the ITIA has not provided any corroborating evidence, such as SIM card purchase records or location data, connecting these numbers to the Player. As a result, only the conversations conducted via his Personal Phone can legitimately be attributed to him;

c. as to the "*the relationship and contacts between Mr Setodji and Mr Sargsyan*", the Player has never denied his contacts with GS, openly acknowledging them as part of his efforts to secure sponsorship opportunities. He consistently explained that their exchanges were limited to this purpose and never involved match-fixing. The ITIA, however, assumes that any relationship with Mr Sargsyan automatically implied corrupt activities. It relies, for example, on a Belgian Police list including the Player, yet it overlooks the same document's clarification that not all players contacted by

GS actually engaged in match-fixing, as some negotiations never materialized. Moreover, it is plausible that Mr Sargsyan employed various stratagems to test players' openness or reliability, often without presenting himself initially as a match-fixer. This would explain why several players, despite exchanges with him, ultimately never participated in fixing schemes;

d. as to the "*no payments to Mr Setodji*", the ITIA describes a *modus operandi* in which payments to players are essential, yet it produces no evidence of the Player receiving any money. Its case relies only on indirect sources, such as GS' notes, even though it cannot be excluded that payments were made to third parties falsely claiming to represent the Player. Despite invoking the Criminal Investigations, the ITIA fails to present any trace of payments to the Player. In fact, specialized police officers examined all his income, bank accounts, assets, and lifestyle, without finding anything suspicious, either in France or Belgium. The ITIA also points to a handwritten note by the Player listing cities and figures. However, this document merely recorded his travel expenses for tournaments, with amounts fully consistent with the costs of those competitions;

e. as to the "*the 4 matches concerned by the proceeding*", they unfolded according to normal sporting logic, with all points played fairly and without irregularities. No alerts or official reports were ever issued regarding them, even though organizers and umpires usually flag anomalies. Regarding the individual Matches, the Player maintains that the ITIA's position rests on questionable and unreliable assumptions, rather than credible evidence:

- Match 1: the ITIA claims that Mr Lescure organized a meeting with GS regarding this Match, yet the cited conversation provides no concrete or specific reference to it. The Player cannot be held responsible for any exchanges between third parties. In sporting terms, the Player and Mr […] faced a much stronger pair, and the victory of […]/ […] was fully consistent with the expectations. No alerts or irregularities were reported during the Match;
- Match 2: the ITIA alleges that Mr Lescure arranged something with GS regarding this Match, but the Player bears no responsibility for any such exchanges. In fact, the evidence produced appears inconsistent and even suggests the opposite, when examined closely. No proof exists that the Player ever received any payment linked to this Match. No alerts or irregularities were reported, and Mr […] confirmed that he noticed nothing unusual. Given that Mr […] had only played one doubles match in his tour career, *i.e.* this Match 2, and that their opponents were the tournament's top seeds, the result was entirely normal and unsurprising;
- Match 3: the Player did not participate in any discussions about this Match, and his victory aligns with expectations based on the relative rankings of him and his opponent. There is no evidence that he received any payment related to the Match result, and no alerts or irregularities were reported during play;
- Match 4: the Player denies using any phone number other than his Personal Phone, though it cannot be excluded that someone posing as

his intermediary contacted GS. There is no evidence that he received any payment for this Match, and no alerts or irregularities were reported;

vi. even if he were found responsible for the alleged offenses, the sanctions imposed on him (a ten-year ban accompanied by fines) are excessively severe and disproportionate, both in light of the facts of the case and his personal circumstances. As a result, should the Panel find him responsible for the alleged offenses, the sanctions imposed by the AHO should be reduced to ensure a fair and proportionate outcome.

B. The Position of the ITIA

66. In its Appeal Brief the ITIA requested the CAS to issue an award finding that:

"*1. The appeal of the International Tennis Integrity Agency is admissible.*

2. The decision dated 1 April 2025 rendered by the Anti-Corruption Hearing Officer in the Matter of Major Corruption Offenses under the Tennis-Anti Corruption Program between Mr Thomas Setodji and the ITIA is partially set aside.

3. Mr Thomas Setodji is found to have committed eleven (11) breaches of the Tennis Anti-Corruption Program.

4. The AHO's decision as set out in the Appealed Decision in relation to sanctioning Mr Thomas Setodji with a period of ineligibility of ten years, fine of USD 20,000 and recovery of monies of EUR 5,500, is confirmed.

5. The ITIA is granted a contribution towards the arbitration costs (if any) and its legal fees and expenses, in accordance with Article R64.5 CAS Code."

67. In its Answer to the appeal filed by the Player, the ITIA also requested the CAS to hold that:

"*1. The appeal of the Player is dismissed and/or inadmissible.*

2. The AHO's decision as set out in the Appealed Decision in relation to sanctioning the Player with a period of ineligibility of ten years, fine of USD 20,000 and recovery of monies of EUR 5,500, is confirmed.

3. The ITIA is granted a contribution towards the arbitration costs (if any) and its legal fees and expenses, in accordance with Article R64.5 CAS Code."

68. The ITIA, in essence, requests that the Panel dismisses the appeal filed by the Player, as there is no basis on which this Panel could overturn the findings of the AHO, and that, at the same time, the Panel partially amends the Appealed Decision, insofar as the AHO found that the Player did not commit one offence, corresponding to the Charge No 2 related to the Match 4 (paras 19 and 28 above).

69. In support of its position, the ITIA relies on CAS precedents (and chiefly points to the award rendered on 7 January 2025 by a CAS Panel in the case of Leny Mitjana – CAS 2024/A/10295 & 10313: the "Mitjana Award") and submits that:

i. the findings in the Preliminary Decision are final and binding. The Preliminary Decision, in fact, was not challenged by the Player before this Panel, since the relief

requested in his Statement of Appeal only concerns the Appealed Decision. As a result, all issues decided by the AHO in the Preliminary Decision cannot be relitigated before this Panel;

ii. the multiple procedural arguments raised by the Player are vague, lack specificity, and do not demonstrate how any alleged breach would affect the admissibility or the outcome of the proceedings. The Player's rights were fully respected in accordance with the TACP and other applicable legal standards, balancing them with the ITIA's mandate to combat match-fixing. In particular it is to be stressed that:

   a. the Player is subject to the jurisdiction of the ITIA and to the TACP. In fact, the Player is a "*Covered Person*" within the meaning of Sections B.10 and B.27 of the 2024 TACP and is therefore bound to comply with the TACP pursuant to its Section C.1 at the time the alleged breaches took place. In addition, the Player, when registering to obtain an IPIN (as he did in 2017, 2018 and 2024), confirmed his agreement to the PWS and to adhere, *inter alia*, to the TACP as long as he remained a "*Covered Person*". The Player, then, also completed the TIPP in 2017, 2019 and 2023 in French, which demonstrates that he was aware of his obligation to comply with the TACP;

   b. the TACP is not a "contract of adhesion": it is subject to Florida law, its terms are not unconscionable and the Player accepted the benefits deriving from it. The validity of the TACP in this respect has been confirmed by US courts and CAS panels;

   c. as to "*the alleged disproportionate nature of the ITIA's procedural rules*", the PTPA complaints filed in the USA and before the European Commission relate to alleged anti-competitive practices. The ITIA, however, clarified to the European Commission that its rules are lawful, transparent, objective non-discriminatory and proportionate, while the PTPA complaints contain factual errors and mischaracterizations. The ITIA was removed from the US proceedings in June 2025. Therefore, these complaints are irrelevant in the context of the CAS proceedings;

   d. as to "*the application of Article 6 of the ECHR*", the ITIA never argued that the ECHR does not apply, but maintained that these proceedings are civil, not criminal, and that only the civil limb of Article 6(1) is relevant, since sports disciplinary procedures have been explicitly excluded from the criminal limb of Article 6 of the ECHR. The Player also failed to show that the potential sanctions convert these proceedings into criminal matters. Therefore, the civil limb applies and no breach of Article 6(1) occurred;

   e. as to "*the ITIA's use of evidence*", all documents from the Criminal Investigations which are relevant to the Player's case have been provided, including full police reports containing both incriminating and exculpatory elements, without any "*cherry-picking*". Producing the entire criminal file, which spans tens of thousands of pages and involves over 180 players, would be unmanageable and largely irrelevant to the Player's case. Full files were produced for the specific players that the Player requested in the proceedings before the AHO and the ITIA expressed its availability to satisfy additional

reasonable requests. However, the Player has not made any formal document requests under Article R44.3 of the CAS Code or explained their relevance. Furthermore, this objection was already raised and unequivocally rejected by the AHO, which found no selective use of evidence;

f. as to "*the length of the proceedings*", the ITIA complied with all TACP deadlines, a point the Player does not dispute. Most evidence comes from the Criminal Investigations, with the material downloaded from the Personal Phone in 2018 being of secondary importance. The Criminal Investigations involved over 180 players, and the ITIA sought to conclude proceedings as quickly as possible. Initial delays followed French authorities' requests during ongoing criminal proceedings, but disciplinary actions resumed once cases concluded or players returned to professional tennis;

g. the fact that no criminal charges were brought against the Player before a State court is irrelevant and does not preclude the bringing of the Charges for violations of the TACP;

h. as to "*the TIU Interview of 17 April 2018*" and "*the phone download of April 2018*", the objections raised are unsubstantiated. The interview complied with the TACP, with the Player being informed of his right to assistance by legal counsel, which he explicitly waived, and provided with a certified interpreter. The subsequent phone download was authorized under the TACP and conducted with the Player's consent, including safeguards to protect any privileged communication. The ITIA has a contractual and legal basis to request and process personal data to investigate alleged corruption, with confidentiality maintained and data securely stored and analysed within defined parameters. Historical evidence and betting alerts justified access to the Player's phone, given the necessity of investigating potential match-fixing. The Preliminary Decision fully assessed and rejected these objections, and CAS precedents support the admissibility of such evidence. Overall, the seizure and download of the Personal Phone were legitimate, proportionate, and did not violate the Player's privacy rights;

i. as to "*the phone download of August 2024*" at the US Open Qualifiers, the Player was informed of the download, signed an agreement, and deleted under supervision the WhatsApp communications with his lawyer, in order to protect privileged information. A separate version of the download was created, excluding any privileged communications and the ITIA confirmed that no evidence from this download would be used in the current proceedings. Therefore, safeguards were implemented to respect legal privilege, as the Preliminary Decision fully assessed;

iii. on the merits:

a. the evidentiary standard to prove a "*Corruption Offense*" under the TACP is the "preponderance of the evidence" (equivalent to the "balance of probabilities"), and is consistently applied in CAS jurisprudence and confirmed by the Swiss Federal Tribunal ("SFT"). While the ITIA must establish the offense, the Player has a duty to refute the evidence presented. The Panel has broad discretion in evaluating evidence, which may include

direct and circumstantial evidence, the latter being particularly relevant in corruption cases due to the concealed nature of corruption. CAS has affirmed that even an attempt to fix a match, without proof of financial reward, constitutes a corruption offense. Similarly, the Belgian court in the GS case acknowledged that the absence of financial records or explicit communications does not negate the existence of corruption, given the clandestine methods used;

b. the Charges against the Player should be understood in the context of the Criminal Investigations into an international match-fixing network led by GS and his associate Mr Martirosyan. The scope and *modus operandi* of the criminal organization were confirmed in multiple decisions of CAS panels, AHOs, and the Belgian criminal courts. The ITIA was granted access to key evidence from the Belgian proceedings, including transcripts, phone downloads and money transfer records, which were analysed by ITIA investigators and data analysts. This evidence, combined with material from the French criminal file and the Player's own phone extraction of April 2018, forms the basis of the ITIA's case. According to the ITIA, the multitude of evidence shows the Player's repeated and proactive engagement in corrupt activity over a sustained period. The evidence demonstrates that his dealings with GS were not isolated sponsorship discussions, but part of the match-fixing network's *modus operandi*. The Player admitted to knowing GS personally as "*Gregory*", but denied knowledge of the notorious nickname "*Maestro*" and lied in that respect. Yet, forensic phone evidence and messages exchanged with his girlfriend reveal repeated references to "*Maestro*" in 2017-2018, including financial notations such as "*Maes -2k*." This contradiction led the ITIA and the AHO to conclude that the Player deliberately concealed the truth in his police interrogations. Further, the Player acknowledged meeting GS multiple times in Paris, including at the Gare du Nord brasserie Terminus Nord, location repeatedly identified as the venue where GS distributed bribes to French players. Contemporaneous WhatsApp exchanges between GS and a contact saved as "*Setodji*" confirm meetings at these very locations. While only limited communications were recovered between GS and the Player's disclosed number, investigators uncovered at least three undisclosed phone numbers and a Telegram account attributed to the Player, as confirmed in the Appealed Decision, all stored in GS' phones under variations of "*Seto.fr*", "*Seto.ngn*," and "*Setodji.*" These numbers appeared in GS' contact lists from September 2017 onward, coinciding with the period of alleged match-fixing activity. These clandestine channels demonstrate that the Player actively sought to conceal the illicit nature of his exchanges. Taken together, no plausible alternative explanation exists for the evidence. Applying the relevant standard of proof, it is more likely than not that the Player engaged in match-fixing and related violations, and that his conduct reflects repeated corruption of tennis for financial gain;

c. on 17 April 2018, the Player was interviewed by the ITIA in relation to two suspicious match alerts, and a forensic download of his Personal Phone was carried out. The analysis of the device revealed numerous incriminating elements: text messages exchanged with his girlfriend in late 2017 and early

2018 explicitly referred to "*Maes*" or "*Maestro*", nicknames of GS, and confirmed meetings between the Player and GS at locations such as Gare du Nord and Brussels; notes stored on the phone included one reading "*Maes - 2k*", which the ITIA interprets as a reference to EUR 2,000 owed to the Player; a deleted note titled "*Compte*" dated March 2018, listing countries and corresponding monetary amounts in chronological order that precisely matched the Player's tournament schedule and, in three instances, the Matches forming part of the Charges ([…], […], […]).The Player sought to explain these entries as sponsorship discussions or a record of his own tennis expenses and his girlfriend stated that references to "*Maestro*" were about potential sponsorship agreements. However, these explanations are implausible: the round figures listed in the note (*e.g.*, 1,500, 1,000, 3,000) are inconsistent with actual expenditures, which would typically be irregular and non-rounded, and instead fall within the usual range of bribes paid by GS' network. In addition, the corroborating material from GS' own devices and the Player's inconsistent testimony suggested that these were not legitimate sponsorship or cost records, but clear evidence of systematic payments and active participation in the match-fixing scheme;

d. several French players admitted their involvement in match-fixing with GS and provided evidence about other players, including the Player. Among them, Mr Mick Lescure, whose number was saved in the Player's phone, told the French Police that he had acted as an intermediary for the Player. Another player, Mr Jules Okala, also saved in the Player's contacts and described by the Player as a tennis friend, admitted that GS had approached him with proposals to act as an intermediary with the Player. Although Mr Okala claimed that he refused these proposals and denied ever receiving money, his testimony shows that GS considered the Player to be a potential participant in fixing schemes;

iv. the argument raised by the Player that the Matches were consistent with normal sporting conduct and were not affected by rigging must be dismissed and the Appealed Decision (save as for one finding related to Match 4) should stand, since the evidence indicates that the Player was likely involved in match-fixing:

a. as to Match 1, the Player breached Sections D.1.d, D.1.b, and D.2a.i of the 2017 TACP. The evidence supporting this conclusion includes:

- the communications between GS and Mr Lescure prior to the tournament regarding the Player and other matches;
- Mr Lescure's acknowledgment of acting as the Player's intermediary;
- the multiple screenshots of betting websites relating to the Match saved by GS and his instructions to accomplices to place bets for the Player and his teammate to lose;
- the corroboration from other players (*e.g.*, Mr Thivant), who admitted involvement in fixed matches during the same period;
- a note on the Player's phone showing "*[...] -1,500*", interpreted as the bribe received for Match 1;

- the Match progression, consistent with the instructions: the Player and his partner lost games as expected, ensuring the Match outcome;

b. as to Match 2, the Player breached Sections D.1.b of the 2018 TAPC and D.2a.i of the 2018 TACP. The evidence supporting this conclusion includes the following elements:

- on the day of the Match, GS and Mr Lescure exchanged several messages about the Player, with GS offering a proposal for "*seti*" and suggesting moving discussions to Telegram. The conversation is consistent with Mr Lescure's role as intermediary in Matches 1 and 2;
- GS showed significant interest in Match 2, saving at least 12 screenshots of betting websites between 09:43:58 UTC and 13:20:35 UTC;
- GS sent screenshots and specific betting instructions to his accomplice "*ISP*," focusing on the […] service game of the […] set. These instructions were repeated and the outcome matched GS' instructions: the […] set was lost […], and the Player's team lost their […] service game, with the Player himself serving in that game;
- the Player's "*account*" note indicates payment for Match 2;

c. as to Match 3, the Player breached Sections D.1.d of the 2017 TAPC, D.1.b of the 2017 TACP and D.2a.i of the 2017 TACP. The evidence supporting this conclusion includes the following elements:

- on […] September 2017, GS created a new contact "*SETODJI*" with the Player's number ([…]) in his phone and WhatsApp conversations between GS and the Player occurred, mainly discussing continuing communication on Telegram;
- from Match 3 onward, the Player started dealing directly with GS, unlike Matches 1 and 2, where Mr Lescure acted as an intermediary;
- on the day of the Match, GS saved at least 7 screenshots of Match 3;
- GS sent screenshots and instructions to his accomplice 'LSP KARLOS' to bet on the Player winning or to surrender, if necessary. The instructions reflect a win-or-retire strategy, ensuring a safe outcome for bettors;
- similar match-fixing schemes had occurred previously, as demonstrated by prior communications and arrangements (*e.g.*, Match 4 discussions);
- Mr […] was linked to the Player and involved in coordinated match-fixing arrangements;
- the notes on GS' phone (*e.g.*, "*Seto: 0.0*") and the Player's "*account*" note, indicating payment for Match 3;
- […] was listed in the Player's note with an amount of EUR 3,000, interpreted as the bribe for Match 3;
- the Match result and the sequence of instructions are consistent with the agreed manipulation;

d. as to Match 4, the Player breached Section D.2a.i and, contrary to the findings in the Appealed Decision, also Section D.1.b of the 2018 TAPC. In fact:

- this conclusion is supported by:
  - the fact that on […] May 2018, three contacts named "*Seto.fr*" were saved in GS' phone, including the Player's personal number and two undisclosed numbers linked to his Telegram accounts;
  - a phone call between GS and the Player on […] May 2018 (duration 1 minute 17 seconds);
  - a Telegram conversation on […] May 2018, in which the Player requested a proposal for Match 4;
  - the fact that the Player specifically referenced Mr […] ("*[…]*") as his doubles partner, confirming that the conversation concerned Match 4;
  - the fact that GS made a match-fixing proposal; the Player initially considered it but rejected it;
  - the fact that the Player later proposed to win or retire if he began to lose; GS rejected this counterproposal;
  - the fact that the Player mentioned his cousin […] during the conversation, confirmed present at the tournament;
  - the fact that on 23 May 2018, Player sent GS the phone number of tennis player Tom Jomby, demonstrating further involvement in GS' network;
- the AHO erred in denying that a violation of Section D.1.b of the 2018 TAPC ("*Facilitation*") was committed by the Player. Had the AHO interpreted Section D.1.b of the 2018 TACP correctly, the AHO would have concluded that the Player's conduct in respect of Match 4 also constituted a breach of Section D.1.b. The AHO further erred in finding that the Player "*did not want to cheat*" while playing with his doubles partner. The evidence shows that, although the Player stated that he did not wish to "*cheat*", he simultaneously proposed an arrangement under which he would either win the Match or retire from it. Such a proposal amounts to match-fixing, irrespective of the Player's subjective characterisation of his conduct. The AHO likewise failed to consider Section E.2 of the 2018 TACP, which stipulates that, for a "*Corruption Offense*" to be committed, it is sufficient that an offer or solicitation was made. Indeed, the Player initially approached GS regarding a potential fix. GS made a proposal, but the Player ultimately did not proceed with the fix because his teammate (Mr […]) was not involved and intended to win the Match. Instead, the Player made a counterproposal to win the Match and to retire, if he began to lose. However, GS rejected this counterproposal. A proposal from a player to a bettor to retire if the player begins to lose constitutes a clear proposal to match-fix, as it involves a proposal to contrive the outcome of the match. In doing so, the Player solicited GS to wager on an aspect of Match 4. As a result, the Player not only violated Section D.2.a.i of the 2018 TACP (as

accepted by the AHO), but also breached Section D.1.b of the 2018 TACP;

v. the AHO imposed a 10-year ban, a USD 20,000 fine, and repayment of EUR 5,500 to the Player, who committed 10 breaches across the 4 Matches: match-fixing (Sections D.1.d and D.1.b of the TACP) and non-reporting (Section D.2.a.i of the TACP). Under the Sanctioning Guidelines, the Player's case falls into Category A (high culpability) for multiple offenses over a prolonged period and significant involvement in GS' match-fixing network, with impact categories 1-2, due to the serious effect on tennis integrity and material gains. The appropriate starting point is a 10-year ban, reinforced by the aggravating factor that the Player completed multiple integrity trainings and had full awareness of the TACP rules. No mitigating factors or substantial assistance were provided. Concerning the fines, for 1-5 major offenses, the Sanctioning Guidelines suggest a fine from USD 0 to USD 25,000. The conclusions of the AHO are therefore correct and should be confirmed.

V. JURISDICTION

70. According to Article R47, first paragraph of the CAS Code:

"*An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.*"

71. The jurisdiction of CAS is contemplated by Section I.1 of the version of 2025 of the TACP (the "2025 TACP"), in force at the time the Appealed Decision was issued and the appeals to challenge it have been filed, as follows:

"*The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b; (ii) a determination that the AHO lacks jurisdiction to rule on an alleged Major Offense or its sanctions; or (iii) a decision by an AHO pursuant to Section H.5 to extend the period of ineligibility from Participation previously imposed in a Decision issued pursuant to Section G.4. The foregoing is an exhaustive list. A Covered Person may not appeal any other matter to the CAS, including without limitation a decision regarding a Provisional Suspension or a decision (or a part thereof) regarding Substantial Assistance. For the avoidance of doubt, appeals against more than one of the elements of a Decision set out in Section G.4.b must be made to the CAS together. Where separate decisions are rendered by an AHO for one or more elements of a Decision set out in Section G.4.b, the time to appeal shall commence running on the date of receipt by the appealing party of the last such decision. The appeal shall be conducted in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings.*"

72. The Panel notes that the Player disputed the applicability of the TACP in his respect, by submitting that he never validly accepted it. In itself, therefore, this contention could imply also a denial of the binding force of the arbitration clause set forth in the TACP. At the same time, however, the Panel remarks that the Player, in the Statement of Appeal lodged with CAS to challenge the Appealed Decision, expressly invoked as the legal basis on which he relied "*the TACP, I. to I.7*", *i.e.* the provisions in the TACP regarding

"*Appeals*", which include the arbitration clause mentioned above, and that he signed without any reservation, in the same way as the ITIA, the Order of Procedure, which contemplated the jurisdiction of this CAS Panel to hear the appeals filed against the Appealed Decision.

73. The Panel, consequently, finds that it has jurisdiction to decide on the appeals filed by the Player and the ITIA against the Appealed Decision. The question of the binding force of the TACP remains open and will be addressed below.

VI. ADMISSIBILITY

74. The respective Statements of Appeal were filed by the Player and by the ITIA within the deadline (of "*twenty Business Days from the date of receipt of the decision by the appealing party*") set in Section I.4.a of the 2025 TACP and complied with the requirements of Article R48 of the CAS Code.

75. The admissibility of the ITIA's appeal is not challenged by the Player. Conversely, the ITIA disputes the admissibility of the appeal filed by the Player, to the extent it invites this Panel to revisit issues decided by the AHO in the Preliminary Decision, without however seeking its setting aside. At the same time, however, the admissibility of the Player's appeal is not challenged insofar as it refers to the Appealed Decision.

76. The Panel notes that the AHO decided, in the Preliminary Decision, a number of issues, mainly of procedural nature, addressing several objections raised by the Player, grouped into five categories: (i) "*Governing Rules & Jurisdiction*", (ii) "*TIU Interview of April 2018*", (iii) "*Right of Privacy in mobile phone confiscation*", (iv) "*Investigations and AHO Proceedings not within reasonable time*", and (v) "*Seizure/confiscation, processing/copying mobile phone August 2024*". In such framework, the AHO considered a number of questions, such as the validity of the expression of consent by the Player to be bound by the TACP, the nature (civil or criminal) of the disciplinary sanctions issued against an athlete, such as the Player, and of the investigations carried out by the ITIA. The AHO dismissed the objections, finding that the Player is bound by the TACP and subject to the jurisdiction of the AHO, that the disciplinary proceedings under the TACP are civil in nature and that the criminal limb of Article 6 of the ECHR does not apply, that no violations of the Player's right were committed on the occasion of his interviews in 2018 and 2024, and that the disciplinary proceedings had been conducted in a reasonable time-frame, in view of the peculiarities of the case. In the Appealed Decision, then, the AHO, considered the merits of the case, noting that "*all preliminary objections raised by the Covered Person [the Player]*", that would prevent the matter to proceed, "*were rejected*" in the Preliminary Decision.

77. At the same time, the Panel remarks that:

i. the Statement of Appeal filed by the Player was explicitly directed against the Appealed Decision only, and contained the indication that the Player was seeking its annulment. No direct mention in the request for relief was made of the Preliminary Decision, which was not even lodged with the CAS for the purposes of Article R48, second bullet point of the CAS Code, which requires the appellant to

submit together with the statement of appeal a copy of the decision appealed against;

ii. the Statement of Appeal filed by the Player, however, contained a summary of the arguments that the Player would have developed in his Appeal Brief. Several of those arguments related to issues examined by the AHO in the Preliminary Decision, having an impact on the determination of the merits considered in the Appealed Decision. For instance, the Player reiterated his submission with regard to the scope of application of Article 6 of the ECHR or his argument relating to "*governing rules and jurisdiction*";

iii. in the Appeal Brief, the Player expressly requested the Panel to "*declare that breaches or violations were committed*" (point 2 of the relief requested) (para 62 above). Such request appears to be linked to the contentions that Article 6 of the ECHR had been breached in the investigation of his case or that the principle of equality of arms and fairness in the administration of evidence had not been respected;

iv. the Preliminary Decision and the Appealed Decision, however formally distinct, are not entirely independent documents. Indeed, the Preliminary Decision finds its justification and effect in the Appealed Decision, and cannot be understood to be a stand-alone document. In other words, the Panel sees the Preliminary Decision and the Appealed Decision to be inseverable components of a single substantive adjudication of the Player's case, which found its outcome in the Appealed Decision, reflecting the findings of the Preliminary Decision. For this reason, on 4 September 2025, the Panel decided not to bifurcate the proceedings (para 51 above). Such relation does not correspond to the case mentioned at Section G.4.b of the 2025 TACP, which considers and allows separate decisions for distinct "*Corruption Offenses in a Notice, even if two or more Covered Persons are charged in the same Notice*", when "*the AHO determine[s]prior to the Hearing that the proceedings should be severed for fair and efficient management*";

v. the ITIA does not submit that the Preliminary Decision had to be challenged at the time it was rendered, but had to be appealed against together with the Appealed Decision. This is, in the Panel's opinion, a further indication of the strict interrelation between the two decisions;

vi. in summary, by criticizing the Appealed Decision, and submitting that "*breaches or violations were committed*", the Player also attacked the findings in the Preliminary Decision, which were reflected in the Appealed Decision;

vii. to find otherwise would mean to indulge into excessive formalism, considering the strict interconnection between the decisions. As made clear in CAS 2020/A/6950, according to Swiss doctrine (HOHL F., *Procédure civile*, Tome I, *Introduction et théorie générale*, 2e éd., Berne 2016, para 1200), a judicial body may be authorized to adjudicate also on "implicit requests", *i.e*. on requests other than those expressly submitted which may be considered as virtually "contained" or "included" in the latter or implicitly formulated, provided that they are connected with each other by the same grounds, namely, by the same reasons in fact and in law (so that the main legal issue to be resolved by the adjudicator is the same):

> "*Dans certains cas, la loi ou la jurisprudence autorisent le juge à statuer sur la base de conclusions implicites, pour autant que les faits qui les justifient aient été allégués et les moyens de preuve offerts régulièrement et en temps utile […]. Ces conclusions sont implicites en ce sens que, sans être formellement exprimées, elles sont virtuellement contenues dans celles qui le sont et peuvent en être tirées par déduction*".
>
> (The above can be freely translated into English as follows: "*In certain cases, a statute or case-law authorises a court to decide on the basis of implicit prayers of relief, provided that the facts justifying them have been alleged and the evidence offered regularly and on time […]. Such prayers of relief are implicit in the sense that, without being formally expressed, they are virtually contained in those that are stated and can be drawn from them by deduction*".)

78. In light of the foregoing, the Panel concludes that its review of the Player's claims, directed at the Appealed Decision, can be extended to the findings in the Preliminary Decision, which are reflected in the Appealed Decision.

79. Therefore, the appeal filed by the Player is admissible also to the extent it invites this Panel to revisit issues decided by the AHO in the Preliminary Decision.

80. The appeals filed by the Parties are consequently admissible in their entirety.

VII. SCOPE OF THE PANEL'S REVIEW

81. According to Article R57, first paragraph of the CAS Code,

> "*The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance. …*"

VIII. APPLICABLE LAW

82. The law applicable in the present arbitration is identified by the Panel in accordance with Article R58 of the CAS Code.

83. Article R58 of the CAS Code provides the following:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision*".

84. In light of the foregoing, the "applicable regulations" in the present case for the purposes of Article R58 of the CAS Code are the provisions of the TACP adopted by the ITIA.

85. According to Section K.6 of the 2025 TACP (corresponding to Section K.6 of the 2017 and 2018 TACP, and to Section K.5 of the 2024 TACP):

> "*This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of*

this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred."

86. Accordingly, the relevant TACP for the present proceedings is the TACP in force at the time of the relevant conduct, *i.e.* the 2017 and 2018 editions of the TACP. Those rules remained however materially unchanged in the subsequent editions of the TACP.

87. Subsidiarily to the provisions of the TACP itself, Section K.2 of the 2025 TACP (corresponding to Section K.3 of the 2017 and 2018 TACP, and to Section K.2 of the 2024 TACP) provides that:

"*This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles*."

88. Insofar as the procedural provisions of the TACP are concerned, Section K.6 of the 2025 TACP (corresponding to Section K.6 of the 2024 TACP) states the following:

"*Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person, save that the applicable sanctioning guidelines shall be those in force at the time of the sanctioning exercise.*"

89. Accordingly, the Panel finds that, next to the CAS Code, the 2024 TACP applied to the procedure before the AHO, since the Notice was issued on 15 July 2024.

90. The Player, however, disputes the above and is of the view that the TACP provisions do not apply to him. In particular, the Player denies ever agreeing to be bound by the TACP as a "*Covered Person*". He argues that he was forced to submit to rules he never knowingly accepted, which undermine his right to a fair trial. According to the Player, the PWS and the other "contractual" documents produced by the ITIA lack reliability, transparency and probative value, and no evidence was provided showing what information was actually presented to him at the time of his alleged acceptance, or that those documents were available in French, his chosen language.

91. The Panel considers these arguments to be unconvincing.

92. The Panel notes that Sections C.1 and C.2 of the 2017 and 2018 TACP provided as follows (with provisions corresponding to Sections C.1 and C.6 of the 2014 and 2025 TACP):

"*1. All Players [...] shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com.*

2. It is the responsibility of each Player[…] to acquaint himself or herself with all of the provisions of this Program. […]"

93. Section B of the 2017 and 2018 TACP contained a number of definitions. The term "*Player*" was defined as "*Any player who enters or participates in any Event*"; the term

"*Event*" was defined as "*Those professional tennis matches and other tennis competitions identified in Appendix 1*", which included "*ITF Pro Circuit Tournaments*".

94. The Panel notes that the Player does not dispute the fact that the alleged offences all concern Matches that occurred in the framework of tournaments organised under the jurisdiction of the ITF, and that each of them qualifies as an "*Event*" under the Definitions Section of the 2017 and 2018 TACP. In addition, as "*a … player who enters or participates in any Event*", the Player qualifies as a "*Player*" under the same Definition Section of the 2017 and 2018 TACP.

95. The Panel further notes that, according to the above definitions, a player is bound by the TACP merely "*by enter[ing] or participat[ing] in any Event*", and that it is not disputed that the Player entered or participated in ITF tournaments both in 2017 and 2018. As a result, the Panel finds, on that basis only, that the Player is bound by the 2017 and 2018 TACP.

96. The Player's argument on the validity of his consent with respect to the 2017 and 2018 TACP does not lead to a different conclusion.

97. The Panel remarks that, in order to play the tournaments at stake, players must register for, and hold, an IPIN, which requires the players' signature of the PWS. The text of the PWS (para 6 above) – which essentially is unchanged over the years – entails the players' confirmation that they consent to, and accept to be bound by, *inter alia*, the TACP. The PWS indeed expressly refers to the text of the TACP under its Sections 1 and 3, which is referred to again in the final text of the "*Player Agreement*" at the end of the PWS. The evidence on record shows that the Player signed the PWS, and therefore accepted to abide by the TACP, so far as relevant in this arbitration, on 11 January 2017 for the year 2017 and on 15 December 2017 for the year 2018, which were the years during which the Player allegedly breached the TACP rules on anti-corruption.

98. Moreover, according to the 2017 IPIN Registration Guide, players may choose to register for the IPIN in French (see Step 3 of the registration process). It is therefore clear that the Player had the possibility to register for the IPIN in French as from 2017. The issue of whether players must have the possibility to fulfil their registration process for an ITF tournament, including the IPIN registration, in their native language rather than in English, is therefore moot. The Panel also notes that the TIPP, which forms an integral part of the IPIN registration and renewal process, may also be completed in French; and in fact, the evidence on record shows that the Player completed the TIPP in French on 4 April 2017, 22 June 2019 and 26 June 2023.

99. Finally, CAS panels have repeatedly found that by signing the PWS and register to ITF tournaments, a professional player validly accepts and submits to the TACP (CAS 2021/A/8531, para 97; CAS 2021/A/7130, para 185; CAS 2017/A/4956, para 52; Mitjana Award, para 157).

100. The Player also contends that the TACP should in any event be considered as abusive and/or unconscionable, as it constitutes a contract of adhesion, according to which the weakest party, *i.e*. the Player, was forced to waive a right he would not have renounced

if he had had the chance to freely negotiate the terms of the contract. In the present case, the Player contends that he was forced to renounce his right to fair proceedings, and to submit to a procedure conducted by an organization that enforces rules under the direction of tournament organisers; and that the proceedings he was subjected to were based solely on the evidence that the ITIA decided to divulgate.

101. The Panel finds this argument also to be unconvincing. CAS case law has confirmed that a professional player's signature confirming his/her consent with anti-corruption rules has nothing to do with a consumer signing a contract of adhesion proposed by a dominant commercial enterprise; it is "*rather a professional athlete acknowledging a proper understanding of rules established by a professional association intent on protecting the sport*" (CAS 2008/A/1630, para 12). In addition, the Player adduced no argument based on the (Florida) law applicable to the TACP to corroborate his submissions challenging the validity of his consent.

102. The Player, however, makes some form of reference to the competition rules of the European Union ("EU"). His submissions, to the extent they refer to concerns about impartiality of sport organizations acting at the same time as organizers of competitions and "gatekeeper" for the same (*i.e.*, adopting and enforcing rules for participation in their competitions), seem to echo the questions which were before the Court of Justice of the European Union in the *Superleague* case (Case C-333/21, *European Superleague Company*, judgment of 21 December 2023). The Panel, however, notes that no elements (let alone in depth analysis) were brought in this arbitration (a) to show how EU law would be engaged, (b) to demonstrate that (and how) the intra-EU market (and which market) would be affected and that restrictions were created, and (c) to explain whether any restriction could be characterized to be "by object" or "by effect", and not justified by the search of a justifiable aim, pursued by disproportionate measures. As a result, the reference to EU law appears to be completely unsubstantiated.

103. The Panel therefore concludes that the Player validly consented to the TACP. Thus, the TACP is applicable to the present matter, and the AHO had jurisdiction under it to hear the Player's case and to take the Appealed Decision. The issue whether the TACP and the proceedings conducted under it, including with respect to evidentiary issues, offended the Player's rights will be considered below.

IX. MERITS

A. The issues

104. As a result of the appeals brought by the Parties, the Panel has to examine a large number of issues. In the end, the key issues are (i) whether the Player committed the violations of the TACP (a) of which he was found responsible in the Appealed Decision, (b) as well as the violation (relating to Match 4) of which he was charged but not found responsible by the AHO; and (ii) if so, what is the appropriate sanction for the Player.

105. However, before turning to the examination of those issues, the Panel finds it necessary to address some preliminary points, as to the law and the facts, having an overarching impact on their determination. They concern the relevance of the provisions of the ECHR

on the Player's right to a fair trial with respect to the conduct of the proceedings under the TACP and their impact on the Player's case, the evidentiary standard and burden, the network of GS and the characterisation of the relations between the Player and GS, the reliability of the evidence adduced by the ITIA in support of the Charges, the possibility to attribute some telephone numbers to the Player's use and the relevance of the absence of direct evidence of payments to the Player.

106. Those preliminary issues will be examined in sequence.

B. Preliminary issues

i. The relevance and impact of the ECHR

107. The Player submitted that the ITIA and the AHO wrongly disregarded the relevance of Article 6 of the ECHR, providing for the "*Right to a Fair Trial*" both in civil and criminal proceedings. The Player's main contention is that the "criminal limb" of that provision applied to, but was disregarded in, its case, from investigation to adjudication, but that his rights had been violated even if the guarantees afforded by such provision were limited to the "civil limb".

108. The Panel notes that the Player's contentions based on the ECHR face some difficulties, which need to be addressed.

109. The first problem regards the relevance of the ECHR in a case governed by the laws of Florida (USA), with respect to the investigations carried under the TACP, governed by that law, *i.e*. of a State (the USA) which is not a party to the ECHR. Indeed, in a partially similar case (*Semenya v. Switzerland*, Application No 10934/21, judgment of the Grand Chamber of 10 July 2025), the ECtHR noted the absence of a territorial link with a Contracting State of a dispute involving a South African athlete and the application of the rules of an entity subject to Monegasque law.

110. However, the Panel is mindful that in the case of *Semenya* it was also found that some guarantees afforded by the ECHR (and chiefly by its Article 6) are applicable (and must be enforced) by a CAS panel, because the Swiss Confederation, as a Contracting State to the ECHR, must ensure that its judges, when checking arbitral awards, verify that the parties to an arbitration are guaranteed a fair proceeding within a reasonable time by an independent and impartial arbitral tribunal. As a result, this CAS Panel, as an arbitration panel seated in Switzerland, subject to the "supervision" of the SFT, is bound to verify whether the Player was afforded the procedural guarantees offered by Article 6 of the ECHR. The Panel in that respect notes that the point is not denied by the ITIA, which conceded that Article 6(1) of ECHR applies to the case of the Player.

111. The second problem concerns the extent of those guarantees, *i.e*. whether they include those mentioned at Article 6(2) and 6(3) (the "criminal limb") or are limited to those contemplated by Article 6(1), which equally apply to "*civil rights and obligations*" and to "*any criminal charge*" (the "civil limb").

112. Article 6 of the ECHR, in fact, reads as follows:

"*1. In the determination of his civil rights and obligations or of any criminal charge against him, everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law. Judgment shall be pronounced publicly but the press and public may be excluded from all or part of the trial in the interests of morals, public order or national security in a democratic society, where the interests of juveniles or the protection of the private life of the parties so require, or to the extent strictly necessary in the opinion of the court in special circumstances where publicity would prejudice the interests of justice.*

2. Everyone charged with a criminal offence shall be presumed innocent until proved guilty according to law.

3. Everyone charged with a criminal offence has the following minimum rights:

(a) to be informed promptly, in a language which he understands and in detail, of the nature and cause of the accusation against him;

(b) to have adequate time and facilities for the preparation of his defence;

(c) to defend himself in person or through legal assistance of his own choosing or, if he has not sufficient means to pay for legal assistance, to be given it free when the interests of justice so require;

(d) to examine or have examined witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him;

(e) to have the free assistance of an interpreter if he cannot understand or speak the language used in court."

113. The above shows, on one hand, that the criminal limb of Article 6 of the ECHR enshrines the right of a person charged with a criminal offence to be presumed innocent until proven guilty according to law, and to be informed promptly of the nature and cause of the accusations against him. To these are added the privilege against self-incrimination and the right to due process in the taking of evidence that are generally implicitly recognised as international standards that lie at the heart of the notion of a fair procedure under this provision. On the other hand, the civil limb is limited to the guarantee of a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law.

114. The Panel finds that the procedural rights in disciplinary proceedings cannot, in principle, be determined from the point of view of criminal law concepts. This was confirmed on several occasions by CAS panels and by the SFT in the context of doping and ethics violations (see *e.g.* CAS 2016/A/4871, para 128; CAS 2010/A/2268, paras 99ff; CAS 2009/A/1912, para 54; CAS 2005/C/976 & 986, para 127; SFT 4A_178/2014, para 5.2; SFT 4A_488/2011, cons. 6.2; SFT 4A_644/2020, cons. 6.3). For instance, in CAS 2011/A/2426 (para 65), the CAS panel stressed that *"[w]ith specific regard to the European Convention on Human Rights ('ECHR'), which was invoked by the Appellant, the Panel remarks that international treaties on human rights are meant to protect the individuals' fundamental rights vis-à-vis governmental authorities and, in principle, they are inapplicable per se in disciplinary matters carried out by sports governing bodies, which are legally characterized as purely private entities […].*" In addition, it was stressed that the *in dubio pro reo* principle does not apply in disciplinary proceedings conducted by private associations (SFT 4A_474/2024, 4A_544/2024, 4A_682/2024); and SFT 4A/600/2016, cons. 3.3.4.2, indicated that the automatic application of criminal

principles to arbitration of disciplinary matters is not "*self-evident*".

115. The Panel notes that the same conclusion regarding the nature of disciplinary proceedings before sport federation tribunals was reached by the ECtHR: for instance, in the judgment rendered in the case of *Mutu and Pechstein v Switzerland* (2 October 2018, Applications Nos 40575/10 and 67474/10, para 58), the ECtHR held that, when "*a disciplinary procedure before the professional bodies and in the context of which the right to carry on an occupation is at stake, there is no doubt as to the 'civil' nature of the rights in question*"; the conclusion that the criminal limb of Article 6 did not apply to those cases was then confirmed in the case of *Ali Rıza and Others v Turkey* (judgment of 28 January 2020, Applications Nos 30226/10 and 4 others, para 154).

116. In the Panel's view, this jurisprudence should be applied, *mutatis mutandis*, to the fight against match-fixing: the rationale excluding the strict application of the *in dubio pro reo* principle to investigations conducted by private associations without State coercive powers would prevent the anti-corruption disciplinary system from functioning properly.

117. The Panel also notes that CAS panels were reluctant to rely by analogy in disciplinary proceedings on other criminal law principles, such as the right to avoid self-incrimination, while acknowledging their relevance to Swiss procedural public policy and the need to prevent the misuse of information in concurrent disciplinary and criminal proceedings. They underlined that "*the danger that the result of […] cooperation in fact-finding may at a later point trigger a criminal proceeding is – per se – not a valid justification to invoke the privilege of self-incrimination*" (CAS 2017A/5003, paras 261-266). It was further held that "*only where there is a clear and imminent danger that the privilege against self-incrimination (applicable before public authorities) would be circumvented, could such privilege perhaps also extend to investigations conducted by sports organisation*" (CAS 2017/A/5003, para 267). In this case, such danger was not invoked, let alone proved.

118. In summary, according to the Panel, the Player's case falls only within the scope of the "civil limb" of Article 6 of the ECHR, which guarantees the right to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law.

119. Indeed, the need to protect the fundamental rights of the parties expressed also by Article 6(1) of the ECHR has been consistently emphasized in the CAS case law. In particular, in CAS 2012/A/3031, the panel stressed that "*the CAS jurisdiction cannot be imposed to the detriment of an athlete's fundamental rights. In other words, an athlete basically cannot be precluded from obtaining in CAS arbitration at least the same level of protection of his/her substantive rights that he or she could obtain before a State court*". As an author put it (HAAS U., *Role and Application of the European Convention on Human Rights in CAS Procedures*, in *Int'l Sports Law Review* 3, 42, at 53-54, 68), arbitration may be accepted, in the eyes of the ECHR, as a valid alternative to access to a State court, only if arbitration proceedings constitute a true equivalent of State court proceedings, determined to ensure the respect of the parties' fundamental rights. As a result, CAS panels have always sought to guarantee the parties' respect for the fundamental principles of procedure, in accordance with the notion of procedural public

policy ("ordre public") as defined by the case law of the SFT (4P.64/2001).

120. In this regard, this Panel notes:

i. as to the right to a hearing within a reasonable time:

- that the disciplinary proceedings before the AHO, from the Notice (issued on 15 July 2024) to the Appealed Decision (of 1 April 2025), lasted less than 9 months;
- that, in the period from the first interview of 17 April 2018 to the Notice, the Criminal Investigations were ongoing, which led to the adoption of the judgment against GS by a Belgian Court on 30 June 2023, that there was the need to analyse a massive amount of data made available to ITIA only in 2020 and that, according to the ITIA declaration, the French authorities had requested that the disciplinary proceedings be paused in that period;
- that the Player may have sustained some moral distress, being subject to a state of legal uncertainty, but suffered no sporting prejudice, as he was allowed to compete throughout that period, and that, in any case, because of the interview of 17 April 2018, he could have been on notice that his activity was of "interest" for the ITIA, and therefore he could take all measures to preserve any evidence on which he could have subsequently relied;

ii. as to the right to a public hearing, that the Player never requested it;

iii. as to the fairness of the proceedings and the independence and impartiality of the hearing bodies:

- that the Player never raised any objection in this respect:
- that no element has been invoked by the ITIA before the AHO and this Panel based on the Player's examination conducted by the ITIA investigators on 21 August 2024, and for this reason this Panel decided, with the Parties' consent, not to hear the witnesses that had submitted a statement in this respect;
- that this Panel has endeavoured to comply with all facets of Swiss procedural public policy. At the conclusion of the hearing, in fact, the Parties confirmed that their right to be heard had been respected in the course of these CAS proceedings. As a result, if a violation of the principle of due process had occurred in prior proceedings, it has been cured by a full appeal to the CAS.

ii. The evidentiary standard and burden

121. According to Section G.3 of the 2024 TACP (corresponding to the 2017, 2018 and 2025 versions of the TACP):

"*G.3.a. The ITIA […] shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*

G.3.b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence. […]"

122. Under such provision, therefore, the burden of persuading the Panel, "*by a preponderance of evidence*", as to the establishment of an alleged fact constituting a "*Corruption Offence*" under the TACP, lies with the ITIA.

123. The relevance of the TACP in respect of evidentiary matters corresponds to the principle, recognized in CAS case law with respect to evidentiary rules (CAS 2011/A/2426, para 81), that the allocation of the burden of proof and the definition of the evidentiary standard follows the agreement of the parties and, in its absence, the rules governing the merits of the dispute. In the case of the Player, the applicable regulations have been defined to be contained in the TACP, which corresponds also to the agreement of the Parties, in light of its acceptance by the Player, and no suggestion has been offered that the law of the State of Florida, as the law chosen by the Parties, mandatorily provides otherwise. In fact, CAS case law repeatedly confirmed the application of the standard of preponderance of the evidence as foreseen in the TACP (CAS 2021/A/8531, para 78; CAS 2020/A/7129 & 7130, paras 320-321; CAS 2023/A/10177, para 97).

124. In addition, the Panel has already found that the "criminal limb" of Article 6 of the ECHR does not apply in this case. The Player's contention that Panel should refrain from applying the standard of proof provided in the TACP, arguing that this case is penal in nature and/or could potentially take away his right to practice a profession of choice, must therefore be dismissed.

125. At the same time, the Panel concurs with the findings in the Mitjana Award, para 168, that the Player has a certain duty to contribute to the administration of proof in the present matter, by presenting evidence in support of his line of defence, and notes that this conclusion finds a basis in Section G.3.b of the TACP and in the peculiarities of corruption cases, since gathering evidence in relation to the offenses in question can be difficult, as a result of the inherently concealed nature of the corrupt acts. This explains why the application of the preponderance of evidence test is appropriate (CAS 2010/A/2172; CAS 2011/A/2621; CAS 2023/A/10101, para 86).

126. Finally, it is to be noted that the SFT also confirmed that it was correct for an AHO, and then the CAS on appeal, to apply the standard of proof of preponderance of evidence, as provided in the TACP, when making its finding on liability, and noted that adopting a lower standard of proof than that applied in criminal or anti-doping matters in cases of match-fixing does not constitute a violation of procedural public policy (SFT, 4A_362/2013, cons. 3.3) and does not offend the sense of justice (SFT, 4A_486/2022, cons. 8.2).

127. In view of the above, the Panel will not be guided by criminal law standards and will not resort to rules of criminal procedure in order to assess the admissibility or inadmissibility of the evidence in this arbitration. The Panel shall therefore assess the evidence according to the standard of preponderance of evidence. Under the preponderance standard, the burden of proof is met when the party bearing the burden convinces the Panel that there is a greater than 50% chance that the fact claimed is established. In applying this standard, the Panel shall nevertheless assess the evidence before it bearing in mind the seriousness of the offences with which the Player has been charged. While this does not affect the applicable standard, the Panel is of the view that it should have a high degree of

confidence in the quality of the evidence upon which its findings are based (CAS 2011/A/2490, para 40; CAS 2021/A/8531, para 78; CAS 2020/A/7129 & 7130, para 321).

128. At the same time, however, the Panel remarks the peculiarity of corruption cases, in which "*the parties will seek to use evasive means to ensure that they leave no trail of their wrongdoing*" (CAS 2010/A/2172, para 54; CAS 2011/A/2621; CAS 2014/3537, para 82; CAS 2019/A/6665, para 84). As a result, the Panel shall consider not only direct evidence, which directly proves a fact, but also circumstantial evidence, *i.e*. objective elements that allow inferences taking into account the overall context in which they are found. Of specific importance, therefore, is the context in which the facts, matters and circumstances of the Player's case arise, that may be taken into account by the Panel as important corroborative evidence for other evidentiary material.

iii. The network of GS and the characterisation of the relations between the Player and GS

129. The Panel notes that the facts at the basis of the Charges arise in the context of the Criminal Investigations, conducted in France and in Belgium in relation to GS' criminal network. Based on the evidence on record, in particular the documentation related to the investigations carried out in France (e.g., the French criminal files regarding the examination of Mr Okala, Mr Lescure, Mr Thivant and Mr Jankovits), the judgment rendered on 30 June 2023 by a Belgian Court (para 17 above), the CAS precedents (specifically the Mitjana Award, para 189) and the witness statement of Mr John Nolan (chiefly its para 16), the Panel accepts the following points:

i. GS was at the centre of an organized criminal network;

ii. GS was also referred to as "*Maestro*", "*Gregory*", "*Greg*" or "*Ragnar*";

iii. GS was in contact, on one side, directly, or through an intermediary, with professional tennis players in order to fix a match, and, on the other side, with a network of gang members, who were responsible for placing bets on the same match;

iv. for such purposes:

   a. GS would review the online betting markets and assess matches where one of the players may be prepared to fix the match and there was potential financial profit to be made from fixing the match;

   b. GS would contact the player (or the intermediary), usually via WhatsApp and/or Telegram (an app that encrypts most conversations and automatically deletes the communication after a certain period of time) and would offer the player a financial reward in exchange for fixing a match. The proposed fixes varied, but included losing specific sets (sometimes by a particular scoreline) and losing specific games. In some cases a "*win or retire*" pattern was used;

   c. if the player agreed to the fix, GS would instruct his associates to place bets;

   d. after a fix was successfully carried out, GS would arrange payment to be made to players, either by the money transfer services of MoneyGram or Western Union (whereby a player or their representative would collect the money in-person that had been transferred by an associate of GS) or by a Skrill or Neteller payment (which a player or their representative could access online).

GS sometimes met with players in person to give them cash. GS would also arrange payment to the intermediary involved (if there was one). GS mostly paid Western European tennis players in cash, often meeting them at the Gare du Nord in Paris (France);

e. GS used different phones and was regularly changing SIM card. In order to communicate with players, GS regularly provided them with new SIM cards, which allowed him and the players concerned to exchange communications via phone numbers other than those registered with the ITIA (and disclosed to the police investigators in France and Belgium);

f. GS used to save the contacts of tennis players in his phone with a pseudonym and/or an abbreviation (such as "*.fr*", "*.be*", "*.ag*", "*.nl*", etc.) based on the nationality of the player in question or referred to the country of the phone operator for the number saved, in order to differentiate the numbers for the same player.

130. The Player does not deny having been in contact with GS and meeting him, also at the Gare du Nord in Paris. He however explains those contacts as justified by discussions of potential sponsorship. The Player, in fact, described GS as interested in supporting his career, and the need to find a sponsor clarifies his exchanges with Mr Sargsyan. Before the AHO, more exactly, the Player declared (hearing transcript, p. 80: 17-22), that "*I met him, indeed, in 2017 during a French tournament. He offered – he said he liked the way I play a rather good service, a rather aggressive game and he was interested in the way I played and he would be interested in sponsoring me.*" In the same way, on 12 March 2019, when heard by the French Police in the context of the French Investigation, the Player declared what follows about GS and the purpose of the contacts with him:

"*C'est une personne qui a une société d'import-export. Il voulait m'aider dans ma carrière en me sponsorisant. Mais ça ne s'est jamais fait.--- Je l'ai rencontré sur un tournoi en France à Poitiers en 2017 ou 2018. J'étais en train de mangé il est venu me voir en disant que j'avais un jeu atypique et qu'il aimait bien mon jeu. Il m'a dit qu'il pouvait m'aider si je le voulais dans mon projet.--- Nous nous sommes vus deux ou trois fois dans un restaurant à Paris au Buffalo et un restaurant de fruits de mer «Terminus» peut-être.--- Il y a pleins de charlatans. Lui m'avait dit qu'il attendait que je gagne un tournoi future mais ç a ne s'est jamais produit.--- Je ne me suis pas renseigné sur lui et sur sa société. Il avait l'air bien financièrement. Il était bien habillé il avait une Rolex. Tout du chef d'entreprise.--- Il ne m'a pas dit que c'était s a société qui allait me sponsorisé mais lui.*"

[Translated by ITIA into English as follows: "*He has an import / export company. He wanted to help my career and give me a boost by sponsoring me. But nothing came off that.--- I met him in 2017/2018 at a tournament at Poitiers, France. I was eating something when he approached me. He told I had a unique way of playing and he liked my style. He told me he could give me some support, if I wanted it. We then met two or three times at restaurant "Buffalo" in Paris and maybe once at the fish restaurant "Terminus".--- There are a few cowboys about. He told me he would wait till the day that I won a tournament in the Futures circuit, but that never happened. I never checked him out or his company. I thought he was well off. He was smartly dressed and had a Rolex. The typical businessman.--- He did not tell me his company would sponsor me, but he would sponsor me personally.*"]

131. The AHO, however, considered that the testimony of the Player lacked veracity and held that the inference to be drawn from this lack of credibility on the point of sponsorship

was that his testimony was simply to justify why there were communications with GS as well as in-person meetings. In the AHO's conclusion, the Player was in communication with GS on a frequent basis, but not on the subject of sponsorship, which was just a cover up.

132. The Panel agrees with the AHO and finds that the explanation offered by the Player is unsupported by any convincing evidence. In fact, the Player, beyond his own words, relies only on the declarations of Ms […] before the AHO and this Panel, where she explained the messages she exchanged with the Player in 2017/2018 as being about his meeting with GS (only known as "*Maestro*") to discuss sponsorship for him and his cousin. No other substantiating element was offered to support the Player's contention: not a single message exchanged with GS or any other person can be found which explicitly refers to sponsorship; no indication was given as to the brand or activity that the Player would have to promote as "sponsee" in exchange for the financial support received; the Player was not even in a position to describe the terms of the sponsorship scheme that was allegedly discussed, identify the activity of GS he would have to promote (beyond a general reference to an "import/export" activity and to the outfit and life-style of GS making him appear as a businessman), or explain the reason why in the end the sponsorship did not materialize. In other words, following the Player's indication, the relationship allegedly discussed would have consisted only in a sort of financial support in exchange for nothing.

133. This is simply not credible, as it would otherwise imply that a notorious match-fixer discussed at length and would be available to give the Player money in exchange for nothing.

134. As a result, the Panel concludes that the no evidence exists that the contacts of the Player with GS were justified by discussions of a sponsorship agreement.

iv. The reliability of the evidence adduced by the ITIA in support of the Charges

135. The ITIA supports its case against the Player by reference to data and documents collected by the French and Belgian authorities in the framework of the Criminal Investigations, as well as on its own investigations and analysis of the data downloaded from the Personal Phone on the occasion of the Player's interview of 17 April 2018. The methodology of analysis of the data directly retrieved, or to which the ITIA had been given access by the Belgian and French authorities (transcripts of interviews, forensic downloads of mobile telephones, and records of money transfers), was explained by Mr Shackel in a deposition at the hearing before this Panel, based on his witness statement dated 19 December 2024, and in the "*Forensic Download Report*" he created on 1 June 2021 (Exhibit C.03 to the ITIA's Answer to the appeal filed by the Player) with respect to the data downloaded from the Personal Phone.

136. The Player disputes (and disputed before the AHO) the reliability of the evidence adduced by the ITIA, by indicating that (i) the witnesses heard in the context of the Criminal Investigations had an interest in accusing the Player in self-serving declarations, intended to disclaim or mitigate their responsibility or to gain a more favourable treatment from the criminal authorities; (ii) the ITIA did not disclose the entire file of the Criminal

Investigations it had received and therefore there was the possibility that it "*cherry-picked*" the elements supporting the Charges, while withholding information which would contradict them; (iii) the analysis of the data downloaded from the Personal Phone was biased in the same way, as the ITIA investigators were searching only for incriminating elements, omitting any exculpatory information, on the basis of undisclosed research tools.

137. The Panel observes initially that the Player's above submissions only aim to instil generic doubts as to the evidentiary elements adduced by the ITIA, indicating the possibility that circumstances may affect their reliability, but without advancing concrete particulars in support of the contention that they are actually (and not merely potentially or hypothetically) unreliable. Additionally:

    i. with respect to the depositions of the other players before the French Police (or before the AHO), there are no elements suggesting that Mr Lescure and/or Mr Okala (who mentioned the Player) obtained a favourable treatment in the disciplinary proceedings for the determination of the ineligibility period, as they were sanctioned with a life ban;

    ii. with respect to the allegedly selective production of documents, the Player was not in the position to produce a single exculpatory document to which he had access and that had been in the possession of the ITIA, but that had not been referred to, or considered, in the proceedings. An example are his WhatsApp conversations with Ms […], that the Player describes as having been selectively produced by the ITIA: such conversations have always been in the possession of the Player (and of Ms […]), but the Player did not make any effort to retrieve them, in order to corroborate his submissions and prove that other messages in his favour existed, but had not been produced. In the same way, after the download of his Personal Phone in 2018, he could have made himself a copy of the downloaded data, or could have requested the ITIA to provide him with the raw data downloaded, but nothing was done. The same applies to the Player's objection as to his lack of access to the entire file of the Criminal Investigations: the Player complained that it was never produced in its entirety, but he never requested it as such, and the Player's detailed requests (for instance, with respect to the criminal files regarding the players Jankovits, Lescure and Okala, as the interrogation of GS) were satisfied.

138. In summary, the Panel holds the evidence adduced by the ITIA to be reliable. The contrary submissions of the Player, who bears the duty to contribute to the administration of proof in the present matter, by presenting evidence in support of his line of defence (see para 125 above), are wholly unsubstantiated.

v. The possibility to attribute some telephone numbers to the Player's use

139. The ITIA, in support of its case against the Player, refers to the findings of the Belgian authorities, which discovered in GS' phones and handwritten notes some numbers saved under variations of the Player's name, and specifically, in addition to the Personal Phone (saved as "*Seto.fr*" in one phone and as "*SetoP.fr*" in a second one), the Phone ending with #55 (a French number saved in one phone as "*Setodji*"), the Phone ending with #83 (a Dutch number saved as "*Seto.ngn*" in one phone and as "*Seto.fr*" in another), and the

Phone ending with #26 (a Nigerian number saved under the same contact as "*Seto.ngn*" in one phone and as "*Seto.fr*" in another). According to the ITIA, those numbers were in the possession of the Player, and were used for contacts with GS. In support of this contention, the ITIA refers to the fact (a) that communications linked to these numbers coincided with the Player's actual presence at the tournaments object of the Charges, or in other specific places; and (b) that the distribution of SIM cards, to remain undisclosed to the tennis authorities, and the saving of those numbers in GS' phones under variations of the name of the player concerned, reflected a methodology used by GS; and (c) that the ITIA's analysis of the Personal Phone revealed traces of one of the disputed numbers (the Phone ending with #55).

140. In addition, the ITIA refers to the findings of the Police search of GS' home on 5 June 2018, when a handwritten notebook was found listing players and numbers connected to GS. The entry attributed to the Player is the following:

[…].

141. The Player repeatedly denied ownership or use of the additional numbers, for instance when heard by the French Police, arguing that they could have been used by intermediaries pretending to act in his name. At the same time, the Player noted at the hearing before this Panel that it would be strange to have one of these numbers saved to his Personal Phone, if that number was being used by him, since contacts refer typically to numbers used by other people.

142. The Panel is of the view that the combination of the handwritten note and the data saved on the various mobile phones of GS constitute a strong indication, making it more likely than not, that the Player was using several undisclosed phone numbers (the Phone ending with #26, the Phone ending with #55 and the Phone ending with #83, with the undisclosed Telegram account number […] linked to the last one) in addition to the one he disclosed to the ITIA and other investigators. It appears to the Panel that the following elements corroborate this conclusion:

i. there would be no reason (and none was advanced by the Player) as to why GS – who had the Player's admitted Personal Phone number in his possession – would record further numbers that were not used by the Player under variations of the Player's name: in fact, the inference that "*Seto*" refers to the Player's name cannot be seriously denied. In addition, the Personal Phone was registered by GS "*SetoP.fr*" in one of his phones, and it is a fair deduction to note that the "*P*" added to "*Seto*" was added to identify the Personal Phone, and distinguish it from the other phones referred to "*Seto*";

ii. the details of other tennis players, such as Mr Jules Okala ("*okala.fr*"), Mr Yannick Thivant ("*thiv.fr*") or Mr Thomas Brechemier ("*Brech.fr*") were saved in a similar fashion in GS' phones, and were confirmed as correct by these tennis players before the French Police;

iii. the distribution of SIM cards to the players in contact with GS was confirmed, for instance, by Mr Jankovits (deposition to the French Police of 19 March 2019 at 17:05: "*Au début, on communiquais [sic] par whatsapp puis il m'a demandé de télécharger l'application télégram en me confiant une puce de téléphone portable*

étrangère dédiée aux propositions de falsification"; translated by ITIA as follows: "*In the beginning, we communicated with WhatsApp. Later he asked me to download the application Telegram. He gave me a SIM card with a foreign number, with which we could make arrangements to manipulate matches*") and by Mr Okala (deposition to the French Police of 15 January 2019 at 12:50: "*Je dois vous dire que pour me parler il me donnais [sic] des numéros de téléphone et des cartes SIM car il trouvait cela plus sécurisé. – j'ai donc bien eu d'autres numéros de téléphone sur la période qui était [sic] les cartes SIM qu'il me donnait*"; translated by ITIA as follows: "*I must tell you that to talk to me, he gave me phone numbers and SIM cards because he said this was safer. – So, I had other phone numbers during that period, but these were SIM cards that he gave me*");

iv. with respect to the Phone ending with #55, messages were exchanged by GS and the user of that phone on 23-24 October 2017, concerning a meeting in a brasserie in Paris on 24 October 2024, as follows:

Date	**Hour**	**Caller**	**Called**	**Message**
23 October 2017	16:40:49	GS	Phone #55	*My tele does not work anymore*
	16:40:55	GS	Phone #55	*I'll keep you posted*
	16:51:25	Phone #55	GS	*Ok but you are still coming tonight ?*
	16:52:12	GS	Phone #55	*Yes*
	16:52:20	GS	Phone #55	*It'll be after 10:00 pm*
	17:39:40	GS	Phone #55	*Lets' keep it on Sunday, if it is good for you*
	17:44:01	Phone #55	GS	*This is urgent I need money*
	17:44:22	GS		*I'am in the Netherlands*
	17:44:23	Phone #55	GS	*I don't have to step back every day what!*
	17:44:30	Phone #55	GS	*Ok for tomorrow*
	17:44:31	GS	Phone #55	*I'll take your refills*
	17:44:44	GS	Phone #55	*I'll write to you tomorrow morning*
	17:44: 56	Phone #55	GS	*Ol all the best*
23 October 2017	13:36:59	Phone #55	GS	*Hello do you have news for tonight?*
	13:43:48	GS	Phone #55	*Yes I come anyhow*
	13:43:17	GS	Phone #55	*I'll write you when I am in the train*
	13:55:38	Phone #55	GS	*Do you know more or less the time?* *So I can organise myself*
	14:32:48	GS	Phone #55	*After 8:00 pm*
	18:45:58	GS	Phone #55	*I'm in the train: 8:30 pm A la brasserie*
	19:53:42	Phone #55	GS	*Maybe some delay of 10 to 15 I do not live close by*
	19:54:05	GS	Phone #55	*Try to be on time*

The Player admitted, in the interview with the French Police of 12 March 2019, at 13:15, to the possibility of a meeting with GS in a brasserie (to talk about "*sponsoring*"). That means that the Player and the user of the Phone ending with #55 were in the same place at the same time. In addition, it is to be noted that:

- the Phone ending with #55 appeared in the Personal Phone of the Player as a deleted contact under no name, and no explanation was given by the Player in that respect;
- on […] September 2017, the Player received on his Personal Phone a message indicating that a new SIM card had been registered; and 15 minutes later the Phone ending with #55 was saved by GS on one of its phones;
- on […] November 2017, a message was sent by the Phone ending with #55 to GS, indicating that its user was going to […] the next day, and the evidence shows that the Player participated in a tournament in […] where he played on […] November 2017 (doubles) and on […] November 2017 (singles);

v. with respect to the Phone ending with #83, it appears that a high number of calls took place between GS and the user of that number on 26-29 March 2018, and that a screenshot of a betting website was saved by GS regarding a match played by the Player on […] March 2019. In addition, evidence of a Telegram conversation between GS and the user of the Telegram account associated to the Phone ending with #83 took place on […] May 2018 (the day before Match 4) and on the day of Match 4, showing that the user was the Player. For instance, the user of the Phone ending with #83 wrote to GS referring to the participation of the […] player "*[...]*" in the doubles event, and the Player then happened to be partnering exactly with Mr […]; then the user of the Phone ending with #83 wrote to GS: "*I am going to play, if ever I want, my cousin will call you live*", and the Player's cousin was confirmed attending Match 4; and again, later, conversation occurred regarding the performance at the Match, with explanations given by the user of the Phone ending with #83;

vi. the Phone ending with #26 was saved to one of the GS' phones on […] May 2018, at the same time as also the Personal Phone and the Phone ending with #83 were saved.

143. On the basis of the foregoing, this Panel is satisfied that the Phone ending with #26, the Phone ending with #55, and the Phone ending with #83 can be attributed to the Player.

vi. The relevance of the absence of direct evidence of payments to the Player

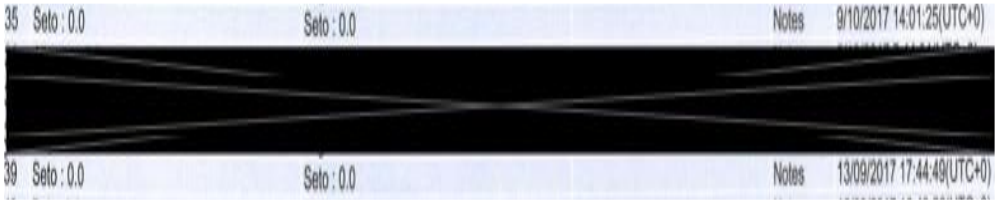
144. The Player points to another alleged weakness of the ITIA's case, by underlining that there is no evidence of any payment or other form of consideration given for any corrupted activity he is accused of.

145. The Panel notes that the absence of direct evidence of payments does not exclude that "*Corruption Offences*" had been committed. In fact:

i. in general terms it is to be noted that under the TACP (in all its versions) "*for a Corruption Offence to be committed, it is sufficient that and offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received*" (see Section E.2 of the 2017 TACP and of the 2018 TACP). In addition, it would not be extraordinary to find that the remuneration for corruption was paid without any traces left behind;

ii. with specific reference to the case at stake, the Panel remarks that:

- other players who admitted to corruption by GS declared that they received payments in cash. This was confirmed, for instance, by Mr Lescure when interviewed by the French Police on 15 January 2019, at 10:25: "*MAESTRO me remettait de l'argent en especes [sic] directement*" (translated by the ITIA as: "*MAESTRO gave me the cash directly*"); the same declaration was made by Mr Lescure on 19 March 2019 at 17:05;
- two notes (in the "*recently deleted folder*") were found in one of the GS' phones as follows:



Both indicated "*Seto: 0.0*" on the dates of […] September 2017 (entry No 39) and of 9 October 2017. The notes so found reflected their status when they were deleted. Mr Thivant explained to the French Police on 15 January 2019 at 10:25, the notes taken by GS as follows: "*Quand il y a 0.0 c'est que la somme est soldé [sic] et que MAESTRO ne doit plus rien quand il y a 8.0 comme THIV:8.0 c'est qu'il me doit 8 000€*" (translated by the ITIA as follows: "*0.0 means that the accounts have been settled and that MAESTRO does not have to make any payments. 8.0 for THIV: means that he is required to pay me EUR 8,000*"; in the same way, Mr Jankovits on 19 March 2019 at 17:05 declared that "*solde 2.0 […] signifie qu'il me doit deux mille euros*" (translated by the ITIA as follows: "*balance 2.0 […] means he owes me two thousand euro"*); and a similar declaration was made by Mr Lescure on 15 January 2019 at 10:25. It is therefore possible to infer that the account of "*Seto*" had been settled on the dates of the notes, which means that "*Seto*" had received the payments that GS owed him. "*Seto*" can be easily identified as the Player (see para 122(i) above);

- the following deleted note, dated 23 March 2018, was found by the ITIA investigators in the Personal Phone of the Player:

Compte
[…] 1800
[…] 1500
[…] 1000
[…] 3000
[…] 1800
[…] 1200
[…] 4000
[…] 500
[…] 1000
[…] (Tom,quent,jai)
1100
Total: 15900
(23/03/2018 15:43:18)

This "account" appears to list in a chronological order amounts linked to countries or places where the Player participated in tournaments, including

the Matches 1-3: Match 1 was in […]; Match 2 was in […]; Match 3 was in […]. The Player submits, also by reference to other notes found in his Personal Phone, that those amounts corresponded to the rounded figures of the expenses he incurred for participation in the tournaments. The Panel notes, however, (a) that the Player made no effort at all to support his assertion, for instance by trying to submit documents (such as, *e.g.*, credit card statements) proving the actual expenses incurred, and (b) that other players heard by the French Police gave details as to the amounts that GS would pay for a agreeing to fix a match: for instance Mr Jankovits declared on 19 March 2019 at 17:05 (as translated by the ITIA) that "*The amount of the bribe depended on the importance of the tournament and also whether I lost the match, a set or a game, or whether it was a break. -- For example, for a break and/or a game, it was between 250 and 500 euro. Of course, it also depended on whom I was playing against and their ranking, i.e. whether they were ranked higher or lower than me. Losing a set yielded between 500 and 1000 euro. For losing a match, I got between 1000 and 1500 euro, depending on which player I was up against*"; similarly Mr Lescure, on 16 January 2019, as interviewed at 11:10, said that "*The loss of a break was worth between 300 and 500 euros according to the matches and the odds*" (text translated by the ITIA). As a result, failing different indications, the amounts listed in the note appear more to correspond to the "price list" applied by GS that to actual travel expenses.

146. In summary, the Panel notes that the absence of direct evidence of payments cannot be held to mean that no payment was made by GS to the Player.

vii. Preliminary conclusion

147. In light of the foregoing, the Panel reaches the following preliminary conclusions:

i. no evidence exists that the contacts of the Player with GS, a match-fixer, were justified by discussions of a sponsorship agreement. More convincingly, and consistently with GS' methodology and the additional elements on file (*e.g.*, the existence of undisclosed phone numbers that can be attributed to the Player), an inference may be made that those contacts can be explained by the Player's involvement in match fixing activities, with the personal visits intended to allow the Player to collect money from GS;

ii. the evidence adduced by the ITIA is reliable;

iii. the Phone ending with #26, the Phone ending with #55, and the Phone ending with #83 can be attributed to the Player;

iv. the absence of direct evidence of payments cannot be held to mean that no payment was made by GS to the Player.

148. These preliminary conclusions are relevant to the examination of the Charges brought by the ITIA against the Player.

C. The main issues

i. The responsibility of the Player

149. The provisions of the TACP that the Player allegedly violated are the following:

- from the TACP 2017:

"*D. Offenses*

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses. […]

b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis. […]

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

2. Reporting Obligation.

a. Players.

i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible. […]"

- from the TACP 2018:

"*D. Offenses*

Commission of any offense set forth in Sections D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses. […]

b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company or any other company or entity directly affiliated with a tennis betting company; and appearing in commercials encouraging others to bet on tennis. […]

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

2. Reporting Obligation.

a. Players.

i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible."

150. In their respect, the Panel notes that Section E.2 of the TACP 2017 and the TACP 2018 equally provide that:

"*For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.*"

151. As mentioned, the Player was found by the AHO responsible of a violation of Sections D.1.b, D.1.d and D.2.a.1 of the TACP 2017 with respect to Matches 1, 2 and 3; he was found responsible of the violation of Section D.2.a.1 of the TACP 2018 with respect to Match 4. The ITIA submits that with respect to Match 4 the Player is responsible also for the violation of Section D.1.b of the TACP 2018, a responsibility that the AHO denied.

152. The Player challenges the findings in the Decision and refutes the accusations of ITIA with respect to Match 4. In addition to invoking the unreliability and insufficiency of the evidence submitted by the ITIA, the Player contends that the Matches do not show any pattern of irregularity, that their results reflect only the sporting values on the court, that they were not a matter of concern for the umpires and that they raised no betting alerts.

153. The Matches are hereinafter analysed by the Panel in sequence.

a. <u>Match 1</u>

154. Match 1 was a doubles match played on […] July 2017 in […] by the Player partnering with Mr […] against Mr […] and Mr […]. […]/[…] won the Match with the score […]. As mentioned, the AHO found that the Player breached Sections D.1.d, D.1.b and D.2a.i of the 2017 TACP.

155. The evidence brought by the ITIA and relied upon by the AHO in the Appealed Decision in support of the finding of responsibility includes the following elements:

i. Mr Lescure admitted to acting as an intermediary between GS and some tennis players, including the Player, in his declarations to the French Police on 15 January 2019 at 10:25 ("*J'ai agi de la sorte pour MAESTRO et permettre à mes amis de toucher un peu d'argent*"; translated as "*I did this for MAESTRO and gave my friends the opportunity some money*"). A charge brought by the ITIA against Mr Lescure with respect to his activity as an intermediary based on his declaration was found to be proved and Mr Lescure received a life ban. The other players mentioned by Mr Lescure are Mr Tom Jomby, Mr Leny Mitjana and Mr David Guez, who were all sanctioned, based also on the declarations of Mr Lescure;

ii. the evidence collected in the Criminal Investigations shows that Mr Lescure was in contact with GS with regard to the Player (at least) on 22 August 2017, 5 September 2017 and 9 September 2017. At that time, the Player's contact details had not yet

been saved by GS on his phones: they were saved on […] September 2017 and most probably after that date the Player was in direct contact with GS;

iii. in this framework, on […] July 2017, *i.e*. 3 days before Match 1, Mr Lescure and GS mentioned the Player in one of their WhatsApp conversations, arranging for their continuation on Telegram, demonstrating, according to the ITIA, that Mr Lescure and GS were discussing fixing matches involving the Player in the tournament in which Match 1 was played;

iv. on the day of Match 1, the following screenshot of a betting website relating to Match 1 was saved by GS

[…]

and then sent by GS to one of his accomplices with the following instructions: "*win […]/[…]*". GS also sent a number of other messages of like content ("*win*" followed by the name of the player[s]), referring to different matches on which a multibet was to be placed ("*Do only tied/connected*"). In other words, GS was instructing to include Match 1 as lost by the Player and his partner in such multiple bet. One of the other matches to be included in the multibet was a doubles match played by Mr Thivant, with the instruction to bet on the victory of his opponents, and Mr Thivant admitted to the French Police that he had fixed that match for EUR 2,000;

v. other screenshots of Match 1 were saved by GS and transmitted to other people during the day of Match 1;

vi. the "*account*" note found on the Personal Phone (para 145(iii), third bullet point above) showed "*[…] -1,500*", interpreted as the bribe received for Match 1, played in […], also taking into consideration that this amount corresponds to the sum received by Mr Thivant for fixing a match included in the same multibet, with the deduction of the "fee" paid to the intermediary;

vi. the Match progression is consistent with the instructions to lose the Match.

156. The Panel holds the above to be sufficient to ground a finding of the Player's responsibility for "*Contriving*" (Section D.1.d), "*Facilitation*" (Section D.1.b), and "*Non Reporting*" (Section D.2.a.i) under the 2017 TACP, in force at the time Match 1 was played.

157. The Panel notes that the discussions between GS and Mr Lescure mentioning the Player took place 3 days before Match 1 (at a time the Player was to play other matches in the same tournament) and that there is no evidence of any direct contact between GS or Mr Lescure and the Player. However, the Panel remarks that the exchanges show an evident interest of GS in the matches played by the Player, with a specific focus on Match 1, for which he transmitted the screenshot from a betting website with instructions to place bets on the victory of the Player's opponents, combined with the outcome of other matches. In respect of those other matches similar instructions were sent by GS and with respect to one of them one of the players (Mr Thivant) admitted to corruption to lose (in correspondence with a message to place a bet on the "*win*" of his opponents).

158. In addition to the foregoing, the Panel notes that evidence of corruption is offered by the "*account*" note found on the Personal Phone, mentioning […] (country of Match 1) and

an amount corresponding to the indications of Mr Thivant (for corruption linked to the same multi bet) and the "price list" described by Mr Jankovits and Mr Lescure (see above, para 145(iii), third bullet point). The Panel also remarks that Mr […] (the couples partner of the Player for Match 1) may have been involved in the corruption scheme. In fact, a match he played was mentioned in another message sent by GS with respect to the same multibet involving Match 1 with the instruction to bet on the victory of Mr […]'s opponent (Mr […]), an event that actually occurred. But the possible involvement also of Mr […] does not detract any evidentiary value from the elements mentioned above, showing the participation of the Player in the corrupt scheme.

159. In conclusion, the Panel finds, based on the available evidence, that the Player "*contrived*" Match 1 and, by accepting of so doing, "*facilitated*" GS to wager on its outcome. In addition, the Player "*failed to report*" the approach to influence the outcome of Match 1. The Appealed Decision which so found is correct and must be confirmed.

b. Match 2

160. Match 2 was a doubles match played on […] August 2017 in […] by the Player partnering with Mr […] against Mr […] and Mr […]. […]/[…] won the Match with the score […]. As mentioned, the AHO found that the Player breached Sections D.1.d, D.1.b, and D.2a.i of the 2017 TACP.

161. The evidence brought by the ITIA and relied upon by the AHO in the Appealed Decision in support of the finding of responsibility includes the following elements:

i. on the day of Match 2, GS informed Mr Lescure by WhatsApp that the "*offer for seti is ready*", arranging for the continuation of the conversation on Telegram. The conversation would be consistent with Mr Lescure's role as intermediary in Match 1 and in Match 2;

ii. GS was much interested in Match 2, saving at least 12 screenshots of betting websites prior to the Match, sending them to accomplices, including the following:

[…];

iii. the screenshots were followed by a sequence of messages, to be translated as follows: "*Setodji / […] will lose the […] serve of their […] set. But be attentive, at the end of the […] set I might tell […] set […]"* (twice), "*Only break*", "*[…] no*" "*For Setodji / […] they'll give […], their […] serve*", focussing on the […] service game of the […] set;

iv. the outcome of Match 2 corresponded to GS' expectations: the […] set was lost […], and the Player's team lost their […] service game, with the Player himself serving in that game;

v. the "*account*" note in the Personal Phone (para 145(iii), third bullet point above) indicates a payment of EUR 1,000 for Match 2, played in […].

162. The Panel holds that the above elements offer convincing grounds for a finding of responsibility of the Player for the corruption offences of which he was found responsible by the AHO.

163. In fact, also with respect to Match 2 the interest for betting purposes of GS on the Player's performance is clear. Mr Lescure (the intermediary) received from GS the message that an "*offer*" for the Player was" *ready*"; GS saved and transmitted to accomplices screenshots regarding Match 2 with detailed and clear instructions regarding some events during the Match, which indeed materialized; and the "*account*" note reflects a payment received by the Player ("*[...] 1000*") with respect to […], the place of Match 2.

164. In conclusion, the Panel finds, based on the available evidence, that the Player "*contrived*" Match 2 and, by accepting of so doing, "*facilitated*" GS to wager on its outcome. In addition, the Player "*failed to report*" the approach to influence the outcome of Match 2. The Appealed Decision which so found is correct and must be confirmed.

c. Match 3

165. Match 3 was a singles match played on […] September 2017 in […] by the Player against Mr […]. The Player won the Match with the score […]. As mentioned, the AHO found that the Player breached Sections D.1.d, D.1.b, and D.2a.i of the 2017 TACP.

166. The evidence brought by the ITIA and relied upon by the AHO in the Appealed Decision in support of the finding of responsibility includes the following elements:

i. on […] September 2017, GS registered in his phone as a new contact "*SETODJI*" the Phone ending with #55, attributed to the Player (paras 139-143 above);

ii. WhatsApp conversations between the Phone ending with #55 and GS occurred, mainly discussing continuing communication on Telegram;

iii. on the day of Match 3, GS saved at least 7 screenshots relating to betting websites, including the following:

[…];

iv. GS sent screenshots and instructions to an accomplice to bet on the Player winning Match 3 ("*Setodji will win, otherwise will give up*", "*Bro bet [...] for setodji win*"), because otherwise he would retire. The instructions reflect a "win-or-surrender" strategy, ensuring a safe outcome for bettors, who could recover the stakes in the event the Player abandoned the Match before its end. This scheme was adopted on other occasions: for instance, with respect to a match played by Mr […] (a friend of the Player) in August 2017, the same message was sent by GS to his accomplices for Mr […] to "win-or-surrender", and in that occasion Mr […] retired when he was about to lose the match. In addition, this scheme was mentioned by the Player with respect to Match 4 (see below, para 171(iv), message of […] May 2018 at 10:07:03);

v. on […] September 2017, GS modified a note created in one of his phones to show the following: "*Seto: 0.0*". According to the ITIA this means that GS, by so doing, reflected a payment to the Player made a few days after Match 3, reducing the balance due (and previously recorded in the note) to nil;

vi. the "*account*" note in the Personal Phone (para 145(iii), third bullet point above) indicates a payment of EUR 3,000 for Match 3, played in […];

vii. the Match result and the sequence of instructions are consistent with the agreed manipulation.

167. The Panel finds the elements adduced by the ITA, mentioned above, to be sufficient to ground a conclusion of responsibility of the Player for the violations for which he was charged.

168. In fact, GS had a clear interest in the outcome of this Match, and sent screenshots and instructions to his accomplices to place bets on it. Such instructions reflect one of the methods GS adopted ("*win-or-retire*") to fix a match, and the outcome of the Match was consistent with the instructions. In addition, the "*account*" note reflects a payment to the Player with regard to Match 3 ("*[…] 3000*"), played in […].

169. In conclusion, the Panel finds, based on the available evidence, that the Player "*contrived*" Match 3 and, by accepting of so doing, "*facilitated*" GS to wager on its outcome. In addition, the Player "*failed to report*" the approach to influence the outcome of Match 3. The Appealed Decision which so found is correct and must be confirmed.

d. Match 4

170. Match 4 was a doubles match played on […] May 2018 in […] by the Player partnering with Mr […] against Mr […] and Mr […] […]. […]/[…] won the Match with the score […]. As mentioned, the AHO found that the Player breached Section D.2a.i of the 2018 TAPC, by failing to report an approach for corruption. Contrary to the findings in the Appealed Decision, the ITIA submits that the Player breached also Section D.1.b of the 2018 TAPC, for having solicited GS to wager on the outcome of that Match.

171. The evidence brought by the ITIA and partially relied upon by the AHO in the Appealed Decision in support of a finding of responsibility includes the following elements:

i. on […] May 2018, three contacts named "*Seto.fr*" were saved in GS' phone, including the Personal Phone, the Phone ending with #26 and the Phone ending with #83, which in turn had a Telegram account associated (No […]). Those numbers can be attributed to the Player (paras 139-143 above);

ii. on […] May 2018 a phone call between GS and the Player, using his Personal Phone, took place for 1 minute and 17 seconds;

iii. the conversation continued on Telegram by exchange of messages between GS ("*Ragnar*") through the account (No […]) linked to the Phone ending with #83 ("*Seto.fr*"):

Date	**Hour**	**Caller**	**Message**
[…] **May 2018**	22:26:04	Seto.fr	*Do you have anything for tomorrow?*
	22:26:10	Ragnar	*Yes*
	22:26:16	Ragnar	*For the doubles*
	22:26:21	Ragnar	*We will see tomorrow*
	22:26:56	Seto.fr	*Do you know if […] is in?*
	22:27:03	Seto.fr	*[…]*
	22:29:11	Ragnar	*No idea*
	22:30:14	Seto.fr	*OK*

iv. the conversation then resumed the next day, *i.e*. on the day of Match 4, as follows:

Date	Hour	Caller	Message
[…] May 2018	09:13:25	Ragnar	*[…] > 1000* *[…] > 1500* *+ 300 bonus if you can begin by winning* *[…] or […]*
	09:25:13	Seto.fr	*I am going to play, if ever I want, my cousin will call you live*
	09:25:18	Seto.fr	*I will give him the phone no.*
	09:26:32	Seto.fr	*Ok bah. No then*
	09:26:36	Ragnar	*Ok*
	09:26:43	Ragnar	*Cancelled*
	09:47:02	Seto.fr	*I had a think again. I tell you if I do it, if I do not say anything, it is because I am not doing it. Ok*
	09:53:08	Ragnar	*OK*
	09:53:11	Ragnar	*I wait*
	10:07:03	Seto.fr	*I can win or retire?*
	10:07:22	Ragnar	*No, not on this one*
	10:16:39	Seto.fr	*Fuck, i thought my side was good*
	12:51:50	Seto.fr	*We do nothing*
	12:52:06	Ragnar	*OK*
	12:52:22	Ragnar	*1 set, that would have been alright*
	12:52:26	Ragnar	*But Ok*
	12:52:34	Ragnar	*It is up you*
	16:18:00	Seto.fr	*Yes, I know*
	16:18:51	Ragnar	*Did you play full on?*
	16:19:22	Ragnar	*Or did the […] sell?*
	16:29:32	Seto.fr	*Yes, we have played. He had good moments and bad ones*
	16:29:41	Seto.fr	*[…]*
	16:29:46	Seto.fr	*Bizarre*
	16:29:58	Ragnar	*Shame*
	16:32:03	Seto.fr	*Was there not a big bet on the first?*
	16:32:31	Ragnar	*I don't know*
	16:32:48	Seto.fr	*OK*
	16:33:00	Ragnar	*I don't understand. You could have made some dosh*
	16:33:18	Ragnar	*You don't care about doubles*
	16:33:25	Seto.fr	*I thought we could win the tournament*
	16:33:37	Seto.fr	*No, I would have loved to get a good ranking*
	16:33:54	Seto.fr	*And that bloke is so nice, I did not want to cheat him*
	16:34:01	Ragnar	*Yes, But we need money too*
	16:34:25	Ragnar	*Being kind won't pay your plane :)*
	16:34:39	Ragnar	*Bu I understand what you are saying*
	16:34:49	Seto.fr	*Shit*
	16:35:01	Seto.fr	*Sometimes i am too nice, but only sometimes ;)*
	16:35:08	Ragnar	*;)*
	16:35:18	Ragnar	*Oki – we stay in touch*

v. the above conversations concerned Match 4, since the Player, using the Phone ending with #83, specifically (and correctly) referenced Mr […] ("*[…]*") as his

doubles partner and mentioned his cousin, Mr […], confirmed present at the tournament.

172. The evidence brought by the ITIA clearly confirms, as the AHO found, that the Player "*failed to report*" the approach to influence the outcome of Match 4, he received, through the Phone ending with #83 (attributable to him), from GS when, on […] May 2018 at 09:13:25, GS detailed in a Telegram message a "financial" proposal ("*[...] set > 1000 [...] > 1500 + 300 bonus if you can begin by winning [...] or [...]*") for the fix, indicating the amounts he would pay in correspondence to specific outcomes "arranged" by the Player.

173. According to the ITIA, however, also a violation of Section D.1.b of the 2018 TAPC ("*Facilitation*") was committed by the Player with respect to Match 4, which the AHO wrongly denied. In the ITIA's opinion, the evidence above shows that, although the Player stated in a message to GS ([…] May 2018, at 16:33:54) that he did not wish to "*cheat*", he simultaneously proposed an arrangement under which he would either win the Match or retire from it. Such a proposal amounts to match-fixing, irrespective of the Player's subjective characterisation of his conduct. In fact, under Section E.2 of the 2018 TACP a "*Corruption Offense*" is committed when an offer or solicitation is made. A proposal from a player to a bettor to retire if the player begins to lose constitutes a clear proposal to match-fix, as it involves a proposal to contrive the outcome of the match. In doing so, the Player solicited GS to wager on an aspect of Match 4. As a result, the Player not only violated Section D.2.a.i of the 2018 TACP (as accepted by the AHO), but also breached Section D.1.b of the 2018 TACP.

174. The Panel is not convinced by the ITIA's argument.

175. It is clear that the Player made a "win-or-retire" proposal, along the methodology previously adopted (Match 3), which amounts to a proposal to contrive the outcome of that Match. The ITIA, however, did not charge the Player with a violation of Section D.1.d of the 2018 TACP, but sought to equal the Player's offer to a "*Facilitation*" offence under Section D.1.b of the 2018 TACP.

176. In that respect the Panel notes, in the same way as another panel did in CAS 2022/A/9053, the following:

    i. as already mentioned, pursuant to Section D.1.b TACP, it is a "*Corruption Offence*" to "*directly or indirectly, facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition*". Such provision is complemented by an explanation ("*for the avoidance of doubt*") and by relatively low sanction for its violating (up to three years of ineligibility). The explanation includes in the prohibited conduct actions such as the display of live tennis betting odds on a player's website, the writing of articles for a tennis betting publication or website, personal appearance for, or the participation in any event run by, a tennis betting company or any other company or entity directly affiliated with a tennis betting company, the promotion of a tennis betting company to the general public; the wearing of clothing which includes the name or logo of a tennis betting company; and appearing in commercial advertisements that encourage others to bet

on tennis;

ii. those elements indicate that the goal of this provision was to make certain otherwise legitimate actions punishable under TACP. In other words, the aim of this provision is not to eliminate corruption (for which there is zero tolerance under virtually any legal system), but to "capture" perfectly legitimate actions, such as participating in charity events organized by the betting companies and to render such actions "illegal" for the purposes of TACP;

iii. the behaviours described ("*for the avoidance of doubt*") in Section D.1.b TACP relate to actions beyond the activities on the tennis court. This suggests that only those behaviours are included that are not directly related to the activity as a player;

iv. the Panel recognizes, however, that, since the list is not exhaustive, playing actions could also fall under the term "facilitate";

v. the Player, though, has not shown any conduct corresponding, or close, to any of the examples in the rule, and, unlike with respect to the other Matches, no "agreement" was reached as to a fix to Match 4;

vi. as a result, no "*facilitation to wager*" can be found, since no wager by GS, in light of the Player's non acceptance of his proposal, and not having agreed to the "*win-or-retire*" approach counter-proposed by the Player, was made easier or more likely to happen. In other words, GS could not bet on Match 4 on the basis of any "*facilitation*" action by the Player.

177. In conclusion, the Panel finds, based on the available evidence, that on one hand the Player "*failed to report*" the approach to influence the outcome of Match 4. No evidence, on the other hand, was offered to prove that the Player "*facilitated*" GS to wager on its outcome. The Appealed Decision which reached the same conclusion is correct and must be confirmed.

ii. The sanction to be applied

178. The provisions of the TACP governing the sanctions for the infringements for which the Player has been found responsible are the following:

- from the TACP 2017:

  "*H. Sanctions*

  1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

  a. With respect to any Player, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility";

- from the TACP 2018:

> "*H. Sanctions*
>
> *1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:*
>
> *a. With respect to any Player, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) Section D.2. and Section F ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c*."

179. The AHO determined, on the basis of those provisions, that the Player would serve a ten-year period of ineligibility to participate in any sanctioned events commencing on 1 April 2025 and ending on 31 March 2035 and would pay a fine of USD 20,000 and a further sum of EUR 5,500, corresponding to monies received in connection with the offenses he was found responsible for.

180. In order to determine such sanctions, the AHO found guidance in the Sanctioning Guidelines. In fact, the AHO concluded that the offenses committed by the Player, in light of his "*Culpability*" and their "*Impact*", fell in Category 2A, and applied the corresponding sanction of ineligibility in a measure corresponding to the "starting point" for that category. In the same way, as to the financial consequences, the AHO followed with regard to the fine the indications of the Sanctioning Guidelines, considering the number of offenses proven, and ordered the repayment by the Player of the amounts considered to correspond to the value of the payments received for Match 1, Match 2 and Match 3, listed in the "*account*" note found in his Personal Phone.

181. The Panel remarks that the Sanctioning Guidelines have been adopted in order to provide the AHO with a non-binding reference tool and a framework to support fairness and consistency in sanctioning, and finds that it is appropriate to take guidance from the Sanctioning Guidelines applicable at the time of the sanctioning, hence the 2025 Sanctioning Guidelines. In fact, such Sanctioning Guidelines are only providing elements for the application of the TACP rules on sanctions (described above) in force at the time the offenses were committed and introduce no deviation from the *tempus regit actum* principle (under which the law in force at the time an act or event occurs determines its validity and legal effects): to the contrary, they guarantee some degree of predictability in the exercise of the discretion enjoyed by the sanctioning bodies. In addition, the Panel notes that the applicability of the Sanctioning Guidelines was not disputed *per se* by the Parties and that CAS has already applied them for the purposes of the determination of a sanction under the TACP (see the Mitjana Award, para 330).

182. In total, the Player thus committed nine offences under the 2017 TACP and one under the 2018 TACP, for a total of ten violations. More specifically, the Player has been found responsible of six "*Corruption Offenses*" and four violations of his "*Reporting Obligations*" (see the table at para 28 above).

183. According to the Sanctioning Guidelines, the first step is to determine the offence category, with reference to the player's culpability and the impact of the offence on the

sport. The Sanctioning Guidelines provide for the following tables listing the guiding factors to determine the level of:

i. culpability:

CULPABILITY		
Category	Level	Factors
A	High	• High degree of planning or premeditation • Initiating or leading others to commit offenses • Multiple offenses over a protracted period of time
B	Medium	• Some planning or premeditation • Acting in concert with others • Several offenses
C	Lesser	• Little or no planning • Single offense • Acting alone • Perhaps involved through coercion, intimidation, or exploitation

ii. impact:

IMPACT	
Category	Factors
1	• Major TACP offenses • Significant, material impact on the reputation and/or integrity of the sport • Holding a position of trust/responsibility within the sport • Relatively high value of illicit gain
2	• Major TACP offense(s) • Material impact on the reputation and/or integrity of the sport • Material gain
3	• Other TACP offense • Minor impact on the integrity and/or reputation of the sport • Little or no material gain

184. As regards the culpability of the Player, the Panel notes that out of the 11 offences which the Player was charged with, 10 have been established by the Panel in relation to matches that occurred between July 2017 and May 2018. The Panel therefore finds that the Player committed "*multiple offences*" and the majority of the Panel considers that those offenses were committed "*over a protracted period of time*" as provided under the Sanctioning

Guidelines. Indeed, the amount and the content of the conversations considered in the assessment of this case combined with the *modus operandi* of GS' criminal network to which the Player was adhering (SIM cards, phone numbers, Telegram accounts, etc.), altogether suggest that the Player's level of culpability is the highest, namely "Category A", even though not all the factors therein set out appear to be satisfied: for instance, there is no evidence that the Player initiated or led others to commit offenses. The majority of the Panel therefore considers that the AHO's assessment of the level of the Player's culpability must be confirmed.

185. As regards the impact of the Player's offences, the Panel considers that the Player committed serious TACP offenses which have a material impact on the reputation and integrity of sport. In addition, the Player gained money by committing these offenses, but not in a "*relatively high*" amount. As a result, the appropriate category of impact of the offenses committed by the Player is "Category 2".

186. In summary, according to the majority of the Panel, the Player's offence category for the purposes of the Sanctioning Guidelines is "A2".

187. Under the Sanctioning Guidelines, for Category A2 offenses the "*starting point*" is a ten-year suspension, with the sanction to fall in the "*category range*" between five years and a life ban, following adjustments based on aggravating or mitigating factors. For such purposes, the Sanctioning Guidelines provides for a list of factors that can be considered in that exercise, indicating:

    i. as aggravating factors:
        - previous sanctions under the TACP
        - impeding or hindering the ITIA investigation
        - wasting the time of the ITIA and/or AHO in failing to cooperate with instructions on hearings
        - contempt for the hearing process
        - destruction of evidence
        - multiple completions of TIPP training, etc
        - flagrant breaches/non-observation of a Provisional Suspension order;

    ii. as mitigating factors:
        - genuine remorse
        - good character and/or exemplary conduct
        - real threat of harm to themselves or to their immediate family
        - age, lack of maturity and/or inexperience on the professional tennis circuit
        - mental disorder at the time of committing the offense or learning disability
        - lack of access to education (for the avoidance of doubt, a failure to undertake education to which the Covered Person had access should not be a mitigating factor)

- gambling addiction (in Section D.1.a cases only where he or she has not committed offenses of any other type)
- determination and/or demonstration of steps having been taken to address offending behaviour.

188. The Panel finds that there are aggravating and mitigating factors that are relevant to the applicable sanction. In the Player's favour is the fact that at the time of the offenses he was relatively young (but not entirely unexperienced) and that the offences alleged were his first. Counting against him is his clear lack of candour with the ITIA, including his failure to disclose a range of telephone numbers that the Panel has found him to have used. The AHO in addition referred to the multiple completions of TIPP training. However, the Panel notes that the Player's TIPP records show that he has completed TIPP in 2017, 2019 and 2023: *i.e*. that at the time of the violations he had completed only one (not a plurality) of TIPP sessions. According to the Panel, such minor element, though, does not justify a reduction from the "*starting point*" of 10-year ineligibility for the Category A2 offenses committed by the Player, which is appropriate in this case and adequate to serve as a deterrent to others (as well as to the Appellant) against this form of misconduct, and achieves the Respondent's aim of adopting a "*zero tolerance*" approach to all forms of corruption.

189. The Panel furthermore considers that, in view of the fact that many of the ten offences were committed concomitantly in relation with four matches and in light of the financial resources of the Player, the fine in the amount of USD 20,000 imposed by the AHO, as well as the payment of the amounts earned by the Player, is appropriate in the case at hand.

190. In summary, based on the above considerations, the Panel finds that the period ineligibility, as well as the financial consequences imposed in the Appealed Decision by the AHO, must be confirmed.

D. Conclusion

191. In light of the foregoing, the Panel concludes that the Player is responsible for a violation of Sections D.1.b, D.1.d and D.2.a.1 of the TACP 2017 with respect to Matches 1, 2 and 3, and of Section D.2.a.1 of the TACP 2018 with respect to Match 4. The Player, with respect to Match 4, is not responsible for the violation of Section D.1.b of the TACP 2018. The majority of the Panel finds that the findings of the AHO in this respect are to be confirmed. In the same way, according to the Panel, the sanctions imposed on the Player must be confirmed. The appeals brought by the Parties are dismissed.

X. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Thomas Setodji on 29 April 2025 against the decision rendered on 1 April 2025 by the Anti-Corruption Hearing Officer is dismissed.

2. The appeal filed by the International Tennis Integrity Agency on 6 May 2025 against the decision rendered on 1 April 2025 by the Anti-Corruption Hearing Officer is dismissed.

3. The decision rendered on 1 April 2025 by the Anti-Corruption Hearing Officer is confirmed.

4. (…).

5. (…).

6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 18 May 2026

THE COURT OF ARBITRATION FOR SPORT

Luigi Fumagalli
President of the Panel

Hugo Vaz Serra
Arbitrator

Martin Schimke
Arbitrator