TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11528 Samuel Bensoussan v. International Tennis Integrity Agency
CAS 2025/A/11543 International Tennis Integrity Agency v. Samuel Bensoussan

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr André Brantjes, Attorney-at-Law, Amsterdam, The Netherlands

Arbitrators: Mr Stéphane Bottineau, Legal Director, Ligue de Football Professionnel, Paris, France

Mr Jamie Herbert, Solicitor, Premier League, London, United Kingdom

in the arbitration between

Samuel Bensoussan, France

Represented by Mr Marc Bensimhon and Mr Julien Bensimhon, Attorneys-at-Law, SCP Bensimhon – Associés, Paris, France

- Appellant / Counter-Respondent -

and

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

Represented by Ms Louise Reilly, Barrister, Kellerhals Carrard, Lausanne Switzerland; Mr Matthieu Baert and Ms Fien Schreurs, Attorneys-at-Law, Everest Law, Ghent, Belgium; Ms Julia Lowis, Barrister and Senior Legal Counsel, ITIA, London, United Kingdom

- Respondent / Counter-Appellant -

* * * * * * *

I. Parties

1. Mr Samuel Bensoussan (the "Appellant / Counter-Respondent" or the "Player") is a professional tennis player of French nationality, with a career-high ATP singles ranking of 405 and doubles ranking of 517.

2. The International Tennis Integrity Agency (the "Respondent / Counter-Appellant" or the "ITIA") is an independent body established by the international governing bodies of tennis to promote, encourage and safeguard the integrity of professional tennis worldwide. In 2021, the ITIA replaced the Tennis Integrity Unit (the "TIU") as the body responsible for the integrity of professional tennis worldwide. The ITIA has its registered seat in London, United Kingdom.

II. Introduction

3. The present appeal arbitration proceedings revolve around 18 alleged offences of the Tennis Anti-Corruption Program (the "TACP") having been purportedly committed by the Player. In four matches, the offences allegedly committed by the Player constitute four separate breaches of the 2017 or 2018 TACPs. In two matches, the offence allegedly committed by the Player constitute one breach of the 2017 TACP. More specifically:

   - In four matches, it is alleged that the Player contrived or attempted to contrive the outcome and/or an aspect of the match, in breach of Section D.1.d. of the 2017 or 2018 TACP;

   - In the same four matches, it is alleged that the Player contrived the outcome and/or an aspect of the match in order to facilitate betting on those matches, in breach of Section D.1.b. of the 2017 or 2018 TACP;

   - In the same four matches, it is alleged that the Player received money with the intention of negatively influencing a player's best efforts in any "Event" (those professional tennis matches and other tennis competitions identified in Appendix 1 to the TACP), in breach of Section D.1.f. of the 2017 or 2018 TACP;

   - In the same four matches, it is alleged that the Player failed to report the approaches made to him by an organised criminal network to contrive aspects of the match, in breach of Section D.2.a.i. of the 2017 or 2018 TACP;

   - In two other matches, it is alleged that the Player failed to report the approaches made to him by a criminal network to contrive aspects of the match, in breach of Section D.2.a.i. of the 2017 TACP.

4. On 22 May 2025, an Anti-Corruption Hearing Officer (the "AHO") of the ITIA issued a decision (the "Appealed Decision") by means of which the Player was found to have committed 17 out of the 18 offences he had been charged with, in relation to five matches that took place between August 2017 and June 2018. On this basis, the Player was declared ineligible from participation in any sanctioned events for a period of 1 year and 11 months and a fine of USD 12,000 was imposed on him.

5. The Player is challenging the Appealed Decision, requesting that he be exonerated from all charges brought against him.

6. The ITIA is challenging the Appealed Decision, requesting that the Player be found to have committed 18 breaches of the TACP and that he be sanctioned with a 6-year and 6 months ban from the sport of tennis, that a fine of USD 20,000 be imposed on him as well as a repayment of EUR 1,000 corrupt payments.

III. FACTUAL BACKGROUND

7. Below is a summary of the main relevant facts, as established on the basis of the Parties' written and oral submissions, the evidence examined in the course of the present appeal arbitration proceedings and at the hearing. This background serves the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. The Belgian Investigation

8. The following overview of the Belgian and French investigations in the Appealed Decision remained undisputed by the Parties:

> "*The facts presented below (which are undisputed by the Parties) stem from the investigations conducted respectively by the French and Belgian authorities in relation to an organised Armenian-Belgian criminal network in charge of fixing tennis matches worldwide. Such investigations uncovered a criminal organisation that corrupted at least 181 players worldwide and involved the manipulation of at least 375 tennis matches.*
>
> *The Belgian investigations, carried out between 2014 and 2018, revealed that at the centre of such criminal network were two individuals called Grigor Sargsyan ("**GS**") and Andranik Martirosyan.*
>
> *In a judgement of 30 June 2023, the Oudenaarde Criminal Court in Belgium found GS guilty of leading a criminal organisation, fraud, money-laundering and forgery, and sentenced him to 5 years of imprisonment and a fine of 8,000 Euros. Seven of his accomplices were also sentenced to imprisonment and penalties, and seven Belgian tennis players were found guilty of participating in a criminal network and of fraud.*
>
> *In parallel, in the context of the French criminal investigations, several French tennis players (but not the Player) were interrogated and have admitted to the Prosecutor that they had been engaging in match-fixing and cooperating with GS and his network when doing so.*
>
> *The French and Belgian investigations have revealed that GS and his network would use the following modus operandi: first, GS would assess which match may be worth fixing; second, GS would approach players within his network to make arrangements to fix their own matches (or would ask such players to act as an intermediary and to approach another player with a view to fixing that other*

player's match); third, once the fix was confirmed, GS would contact accomplices within his criminal network to place bets; and fourth, once the match was concluded and the bets had proven to be successful, GS would pay the players via Moneygram or Western Union, via international money transfer companies (such as Skrill and Neteller), or in person in cash.

When carrying out the first two steps, GS would firstly analyse dozens of betting sites from several countries to select the matches which he thought he may be able to fix. GS would then contact the tennis players (or intermediaries) to negotiate on the specific result to be fixed and the amount which GS would pay for it. Negotiations usually took place a day or up to a few hours before the match in question. It has been established that several tactics were deployed by GS to hide his communications with the players. Such tactics included providing the players with new SIM cards (that had not been registered by the ITIA or by the police services), by himself using new phones or SIM cards, by saving the contacts of the tennis players in his phone or notebook with nicknames or abbreviations, and by using secured apps such as Telegram (which would self-delete the conversations and thus leave no written trace thereof).

To carry out the third step, namely the placing of the bets, GS would send screenshots of the betting odds of the match to his associates, followed by conversations over Telegram or the phone, or would send instructions via WhatsApp. The betting would then be made either online via betting websites, or in person at betting shops or newsagents. When betting online, different accounts were created by using the data and bank details of tens of different people, who were paid for the same. Likewise, when betting in person, front men who would not be afraid of being arrested in betting shops were used. GS and AM had a whole criminal network, based in Armenia, Belgium, Spain, Italy, Bulgaria, Sweden and Andorra, and such network then operated a network of front men and accounts, whose identities were used to bet on fixed matches. From the investigation, it appears that 1671 men/accounts were used".

a. Match 1

9. On […] August 2017, the Player partnered with Mr […] in a doubles match against Mr […] and Mr […] at an ITF […] tournament in […] ("Match 1"). The Player and his partner lost this match […].

10. With respect to Match 1, the Player is charged for infringements of Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 TACP.

b. Match 2

11. On […] August 2017, the Player played a singles match against Mr […] at an ITF […] tournament in […] ("Match 2"). The Player lost this match […].

12. With respect to Match 2, the Player is charged for infringements of Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 TACP.

c. Match 3

13. On […] May 2018, the Player partnered with Mr Lescure in a doubles match against Mr […] and Mr […] at an ITF […] tournament in […] ("Match 3"). The Player and his partner lost the match […].

14. With respect to Match 3, the Player is charged for infringements of Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2018 TACP.

d. Match 4

15. On […] June 2018, the Player partnered with Mr Lescure in a doubles match against Mr […] and Mr […] at an ITF […] tournament in […] ("Match 4"). The Player and his partner lost the match […].

16. With respect to Match 4, the Player is charged for infringements of Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2018 TACP.

e. Match 5

17. On […] September 2017, the Player partnered with Mr […] in a doubles match against Mr […] and Mr […] at an ITF […] tournament in […] ("Match 5"). The Player and his partner lost the match […].

18. With respect to Match 5, the Player is charged for an infringement of Section D.2.a.i of the 2017 TACP.

f. Match 6

19. On […] September 2017, the Player played a singles match against Mr […] at an ITF […] tournament in […] ("Match 6"). The Player won the match […].

20. With respect to Match 5, the Player is charged for an infringement of Section D.2.a.i of the 2017 TACP.

B. The Proceedings before the ITIA Anti-Corruption Hearing Officer

21. On 30 September 2024, the ITIA served the Player with a notice of major offense (the "Notice"). In the Notice, the ITIA indicated, *inter alia*, that the alleged corruption offenses occurred in 2017 and 2018, referring to the 2017 and 2018 TACP, and that the 2024 TACP was applicable with respect to the procedural rules. The Player was advised of the potential sanctions:

> "*Therefore, your potential sanction under Section H.1.a is life/permanent ineligibility, a $250,000 fine and repayment of your corrupt payments.*
>
> *The Tennis Integrity Supervisory Board has issued a set of Sanctioning Guidelines. In accordance with these Sanctioning Guidelines if your case were to proceed to a hearing it may be categorised as A.2 which has a starting point of a 10 year suspension and a potential fine of up to $75,000 given the number of offences*

alleged, in addition to repayment of your corrupt payments".

22. In the Notice, the Player was advised that he was entitled to have this matter determined by an AHO if he disputed the ITIA's allegations. The ITIA charged the Player with the following alleged corruption offences together with a summary of the relevant evidence:

"*Charge*	*TACP Section*	*Summary*
1	*D.1.d of the 2017 and 2018 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 […] August 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 singles match on […] August 2017 at the ITF […] tournament in […] in which you were playing against […];* *iii. You contrived or attempted to contrive an aspect of your doubles match on […] May 2018 at the ITF […] tournament in […] in which you were partnering LESCURE and playing against […]/[…];* *iv. You contrived or attempted to contrive an aspect of your doubles match on […] June 2018 at the ITF […] tournament in […] in which you were partnering LESCURE and 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-iv* *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.1.b of the TACP.*
3	*D.1.f of the 2017 and 2018 TACP (receipt of money)* *'No Covered Person shall,*	*3.i-iv.* *The ITIA alleges that you contrived or solicited to contrive the outcome and/or aspects of the matches as set out above*

	directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.'	*under Charge 1 in order to receive money in breach of section D.1.f of the TACP.*
4	*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.'*	*4.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 under Charge 1, in breach of section D.2.a.i. of the TACP;* *4.v* *The ITIA alleges that you failed to report a further corrupt approach regarding your singles match on […] September 2017 at the ITF […] tournament in Serbia in which you were partnering […] and playing against […]/[…];* *4.vi* *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 […]".*

23. On 10 October 2024, the Player requested a hearing.

24. On 12 December 2024, a virtual procedural meeting took place between the AHO, the ITIA and the Player.

25. On 24 January 2025, the ITIA filed its written submissions and supporting materials.

26. On 3 March 2025, the Player filed his Answer and supporting materials.

27. On 19 March 2025, the ITIA filed its Reply Brief and supporting materials.

28. On 4 April 2025, the Player filed his Reply Brief and supporting materials.

29. On 12 May 2025, an in-person hearing took place in Paris, France.

30. On 22 May 2025, the AHO issued the Appealed Decision, with the following operative part:

> "*140. Samuel Bensoussan is a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP.*
>
> *141. The Covered Person is found to have committed Offenses under respectively Sections D.1.d., D.1.b., D.1.f. and D.2.a.i. of the 2017 and 2018 TACP. As a result of the breaches of the 2017 and 2018 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 1 year and 11 months.*
>
> *142. The ordered suspension is effective on the day after the present Decision, in accordance with Section F.6.h(ii) of the 2024 TACP. The suspension shall therefore commence on 23 May 2025 and end on 22 April 2027.*
>
> *143. A fine of US$ 12,000 has also been imposed on the Covered Person, in accordance with Section H.1.a.(i) of the TACP. Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the TACP.*
>
> *144. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1. of the 2024 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.*
>
> *145. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2024 TACP.*
>
> *146. The present Decision shall be publicly reported in full, in accordance with Section G.4.e of the 2024 TACP".*

31. On 22 May 2025, the AHO also issued the grounds of the Appealed Decision. The Player was found to have committed 17 out of the 18 offences he had been charged with under respectively Sections D.1.d., D.1.b., D.1.f. and D.2.a.i. of the 2017 and 2018 TACP, in relation to five matches that took place between August 2017 and June 2018. The Player was only exonerated of the charge with respect to the alleged infringement of Section D.2.a.i of the 2017 TACP with respect to Match 6.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

32. On 16 June 2025, the Player filed a Statement of Appeal in French with the CAS Court Office, in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (2023 edition) (the "Code") with respect to the Appealed Decision. The Player requested French as the language of the procedure and nominated Mr Stéphane Bottineau, Legal Director of the *Ligue de Football Professionnel* in Paris, France, as arbitrator. The Player also filed a reasoned application for a stay of execution of the Appealed Decision.

33. On 17 June 2025, the Player supplemented his application for a stay of execution of the

Appealed Decision.

34. On 19 June 2025, the ITIA objected to French being the language of the proceedings.

35. On 20 June 2025, the ITIA filed a Statement of Appeal in English with the CAS Court Office, in accordance with Article R47 *et seq.* of the Code with respect to the Appealed Decision. The ITIA requested English as the language of the procedure and nominated Mr Jamie Herbert, Solicitor with the Premier League, London, United Kingdom, as arbitrator. The ITIA also requested the consolidation of both proceedings.

36. On 23 June 2025, the Player requested that the proceedings be conducted bilingually, in English and in French.

37. On 24 June 2025, the ITIA objected to the Player's request to conduct the proceedings bilingually.

38. On 25 June 2025, the Player maintained his request that the proceedings be conducted in French.

39. On 30 June 2025, the Deputy President of the Appeals Arbitration Division issued an Order on Language, with the following operative part:

> "*1. Pursuant to Article R29 of the Code of Sports-related Arbitration, the language of the arbitral procedure CAS 2025/A/11528 Samuel Bensoussan v. International Tennis Integrity Agency is English.*
>
> *2. Unless the Arbitral Tribunal, once constituted, decides otherwise, the Statement of Appeal and its exhibits already filed in French do not need to be translated into English by Mr Samuel Bensoussan.*
>
> *3. Mr Samuel Bensoussan shall submit, within one-week from the notification of the present Order, an English translation of his request for a stay of the Appealed Decision and its corresponding exhibits.*
>
> *4. The International Tennis Integrity Agency's time limit to file its position on Mr Samuel Bensoussan's request for a stay of the Appealed Decision is set aside and it will be provided with a new deadline upon receipt of the relevant English translations.*
>
> *5. The suspension of Mr Samuel Bensoussan's time limit to file the Appeal Brief is lifted with immediate effect.*
>
> *6. The costs of this Order shall be determined in the final award or in any final disposition of this arbitration*".

40. On 1 July 2025, the ITIA confirmed the nomination of Mr Herbert as arbitrator for both proceedings.

41. On 3 July 2025, the Player confirmed his agreement with the proposed consolidation of the proceedings and confirmed the nomination of Mr Bottineau for both proceedings.

42. Also on 3 July 2025, in light of the Parties' agreement, the CAS Court Office confirmed that the proceedings were consolidated pursuant to Article R52(5) of the Code.

43. On 7 July 2025, the Player filed a translation into English of his request for a stay of execution of the Appealed Decision.

44. On 17 July 2025, the ITIA filed a reasoned objection to the Player's request for a stay of execution of the Appealed Decision.

45. On 31 July 2025, the Player and the ITIA filed their respective Appeal Briefs in accordance with Article R51 of the Code.

46. On 4 August 2025, the President of the Appeals Arbitration Division issued an Order on Request for a Stay, with the following operative part:

> "*1. The Application for Stay requested by Mr Samuel Bensoussan in his request for the stay of the execution dated 16 June 2025 in the matter CAS 2025/A/11528 Samuel Bensoussan v. International Tennis Integrity Agency is rejected.*
>
> *2. The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration*".

47. On 4 September 2025, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division and further to Article R54 of the Code, that the arbitral tribunal for the present matter had been constituted as follows:

President:	Mr André Brantjes, Attorney-at-Law, Amsterdam, the Netherlands
Arbitrators:	Mr Stéphane Bottineau, Legal Director of the *Ligue de Football Professionnel*, Paris, France
	Mr Jamie Herbert, Solicitor with the Premier League, London, United Kingdom

48. On 9 September 2025, the CAS Court Office, *inter alia*, informed the Parties as follows on behalf of the Panel:

> "*Separately, on behalf of the Panel and with reference to the Order on Language of 30 June 2025, please note that the Panel will not take into account any documents submitted in French. Accordingly, the Parties are by no means obliged to do so, but should they wish to do so in order for the Panel to take note of the content thereof, they are invited to file, by 16 September 2025, English translations of any documents filed in French prior to the issuance of the Order on Language*".

49. On 18 September 2025, the Player and the ITIA filed their respective Answers in accordance with Article R55 of the Code.

50. On 19 September 2025, the CAS Court Office confirmed that no English translations were filed with respect to the letter of the CAS Court Office dated 9 September 2025 and that therefore any documents submitted in French and not translated into English would not be considered by the Panel.

51. On 26 September 2025, following an inquiry in this respect by the CAS Court Office, the ITIA confirmed its preference for a hearing to be held, but that it did not request a case management conference.

52. On 1 October 2025, the Player requested that a hearing be held but no case management conference.

53. On 3 October 2025, the CAS Court Office informed the Parties that the Panel had decided to hold an in-person hearing. The Parties were also invited to provide a list of witnesses they wished to hear and to provide a summary of each witness' expected testimony.

54. On 9 October 2025, the ITIA informed the CAS Court Office that it had noted the Player referred to 13 witness statements and a letter from himself in the list of exhibits enclosed to the Answer, but that the witness statement of Mr […] (exhibit B.13) was neither uploaded nor mentioned in the Appeal Brief. The ITIA indicated that it intended to cross-examine only the Player, as the remaining witnesses appeared to be character witnesses, but it reserved the right to make legal submissions regarding the weight and relevance of the witness statements produced by the Player.

55. On 27 October 2025, the Player informed the CAS Court Office that he wished to cross-examine both witnesses called by the ITIA. The Player also indicated that he considered it essential to be confronted with Mr Lescure at the hearing. The Player also reiterated his request to hear the 13 witnesses mentioned in his Appeal Brief.

56. On 30 October 2025, the CAS Court Office informed the Parties as follows:

> "*The Panel notes the list of witnesses that* [the Player] *intends to have testify at the hearing which was confirmed on 27 October 2025. On behalf of the Panel,* [the Player's] *witnesses are* <u>*admissible*</u>*.*
>
> *However, the Panel considers that* [the Player's] *witnesses are mainly character witnesses, and it will accept their witness statements as evidence in chief.*
>
> *In light of the above, the ITIA is invited to state whether it accepts the said witness statements as direct examination without the need for cross-examination, and/or if it requires to hear any of the said witnesses* […]" (emphasis in original).

57. On 4 November 2025, the ITIA returned a duly signed copy of the Order of Procedure to the CAS Court Office, provided to it on 3 November 2025. The ITIA also informed the CAS Court Office that it accepted the witness statements of the witnesses called by the Player as direct examination and did not consider it necessary to cross-examine them, while reserving the right to make legal submissions regarding their weight and relevance. The ITIA also indicated that it had had no contact with Mr Lescure and had no means to make him available for the hearing.

58. On 6 November 2025, the CAS Court Office, *inter alia*, informed the Parties as follows:

> "*Regarding Mr Lescure (called by ITIA), the Panel notes that the ITIA indicates that it has no means to secure his presence at the hearing. Against this background, the Panel finds that it is not in a position to order the ITIA to ensure the presence*

of Mr Lescure at the hearing. This notwithstanding, the Parties will be permitted to make submissions as to the consequences to be derived from Mr Lescure's absence during the hearing".

59. On 6 January 2026, on behalf of the Panel, the CAS Court Office provided the Parties with a tentative hearing schedule.

60. Also on 6 January 2026, the ITIA proposed certain amendments to the tentative hearing schedule.

61. On 9 January 2026, the Player, *inter alia*, provided the CAS Court Office with a legal summons issued by the Player to Mr Lescure to appear at the hearing.

62. On 15 January 2026, following an inquiry of the ITIA, the Player confirmed that he agreed to be cross-examined during the hearing.

63. On 2 February 2026, the Player requested leave from the Panel to project a "*summary tables summarizing the main arguments presented*" during the hearing.

64. Also on 2 February 2026, the ITIA provided a copy of the ITIA's 2026 Sanctioning Guidelines. The ITIA also provided a translation into English of the Notice.

65. On 6 February 2026, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, both Parties confirmed that they had no objection to the constitution or composition of the Panel.

66. In addition to the members of the Panel and Ms Amelia Moore, CAS Counsel, the following persons attended the hearing:

a) For the Player:

1. Mr Samuel Bensoussan, the Player;
2. Mr Marc Bensimhon, Counsel;
3. Mr Julien Bensimhon, Counsel;
4. Mr […], Interpreter.

b) For the ITIA:

1. Mr Ben Rutherford, Senior Director Legal, ITIA;
2. Ms Julia Lowis, Senior Legal Counsel, ITIA;
3. Mr Liam Bourke, Case Manager and Legal Counsel, ITIA;
4. Mr Stuart Miller, Observer, ITF;
5. Mr Gayle Bradshaw, Observer, ATP;
6. Ms Louise Reilly, Counsel;
7. Mr Mathieu Baert, Counsel;
8. Ms Fien Schreurs, Counsel.

67. The Panel heard evidence from the following persons, in order of appearance:

1. Mr Samuel Bensoussan, the Player;

2. Mr […], the Player's […], witness called by the Player;
3. Mr Glen Shackel, ITIA Intelligence Analyst, witness called by the ITIA;
4. Ms Dee Bain, retired ITIA Investigator, witness called by the ITIA.

68. At the outset of the hearing, following an objection of the ITIA, a discussion took place as to whether Mr […] was allowed to replace the Player's […] as a witness. The Panel decided to permit Mr […] to testify on the ground that the Player had indicated before that his […] may not be able to attend to hearing due to a […] and that the Player's […] could testify on the same topics the Player's […] was supposed to testify.

69. Furthermore, following an objection of the ITIA, the Panel decided to reject the Player's request to project the "*summary tables summarizing the main arguments presented*", because it included new arguments and evidence.

70. The witnesses were invited by the President of the Panel to tell the truth subject to sanctions of perjury under Swiss law. Both Parties had full opportunity to examine and cross-examine the witnesses.

71. Both Parties had full opportunity to present their cases, submit their arguments and answer the questions posed by the members of the Panel.

72. Before the hearing was concluded, both Parties expressly stated that they did not have any objection with the procedure adopted by the Panel and that their right to be heard had been respected.

73. On 13 February 2026, the Player filed a written submission, including new evidence, in an attempt to contest certain factual contentions of the ITIA that were allegedly made for the first time during the hearing.

74. On 20 February 2026, the ITIA objected to the admissibility of the evidence produced by the Player on 13 February 2026. The ITIA argued that the arguments invoked by the Player were not raised by the ITIA for the first time during the hearing. The ITIA further argued that, even if admitted, the new evidence produced by the Player did not advance his case.

75. On 24 February 2026, the CAS Court Office informed the Parties that the Panel had decided that the documents and information submitted by the Player on 13 February 2026 were inadmissible and that the reasons for such decision would be provided in the Award.

V. SUBMISSIONS OF THE PARTIES

76. The Panel confirms that it carefully heard and took into account in its decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The ITIA's Appeal Brief

77. The ITIA's Appeal Brief contains the following requests for relief:

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

b. *The decision dated 22 May 2025 rendered by the Anti-Corruption Hearing Officer in the matter of Major Corruption Offenses under the Tennis Anti-Corruption Program between the ITIA and Mr Samuel Bensoussan is partially set aside.*

c. *Mr Samuel Bensoussan is found to have committed 18 breaches of the Tennis Anti-Corruption Program.*

d. *Mr Samuel Bensoussan is sanctioned with a 6 years and 6 months ban from the sport of tennis, a fine of $20,000 and a repayment of EUR 1,000 corrupt payments.*

e. *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".*

78. The ITIA's Appeal Brief, in essence, may be summarised as follows:

Submissions regarding Match 6

- It was held in the Appealed Decision that the Player committed 17 of the 18 breaches with which he was charged. The Appealed Decision is flawed: the AHO failed to properly weigh the evidence with regards to Match 6 and as a result did not find the Corruption Offense proven. Had the AHO weighed the evidence correctly, he would have found that 18 of the 18 breaches were proven.

- For a breach of Section D.2.a.i TACP to be established, the ITIA must prove that it was more likely than not that the Player (i) was approached with a corrupt proposal relating to Match 6, or became aware of such an approach or other information giving rise to a reasonable suspicion of corruption, and (ii) failed to report such incident/knowledge/suspicion to the ITIA as soon as possible.

- The ITIA summarised its submissions with respect to Match 6 as follows:

  - "*The evidence concerning Match 6 comprises:*

    - "*Admissions by Mr Lescure that the Player collaborated with GS, including one instance involving both players;*
    - *Messages between GS and Mr Inzerillo confirming cooperation among GS, Mr Lescure, and the Player;*
    - *A conversation on the day of Match 6 in which GS and Mr Lescure discussed a break in play;*
    - *Screenshots of Match 6 saved on GS' device;*
    - *An enquiry by GS to his associate Mr Gasparyan as to whether Match 6 was listed at a betting shop;*
    - *Detailed, conditional betting instructions concerning Match 6 issued by GS to his accomplices 'LSP' and 'LSP Karlos';*
    - *GS's explanation of the underlying arrangement to 'LSP';*
    - *Proof that GSs network had previously made comparable in-match decisions when fixing matches;*

- *Match 6 listed in the Belgian criminal file".*

- On the basis of this evidence and further submissions, the ITIA concludes that the Player breached section D.2a.i of the 2017 TACP with regards to Match 6 (in addition to the other 17 breaches committed by the Player, as already determined by the AHO).

Submissions on sanctioning

- During the proceedings before the AHO, the ITIA requested that the Player be sanctioned with a 6.5-year ban from the sport of tennis and a fine of USD 20,000, plus the repayment of corrupt payments totalling EUR 1,000. The AHO did not accept the requested sanction and imposed a 1-year and 11-month ban from the sport of tennis and a fine of USD 12,000. The Player should be sanctioned in accordance with the sanctions previously sought in the proceedings before the AHO.

- Following the five-step process set forth in the Sanctioning Guidelines, the first step is to determine the category of the offense. While the AHO applied Category B, the Player sits in Category A-B. As to the impact, while the AHO found that the category stood between Category 2 and 3, the Player sits between Category 1 and 2. As the Player contrived four tennis matches, he should not fall within Category 3, but the starting point should be set between Category 1 and 2.

- The second step is to determine the starting point and range of the sanctions. The starting point for Category A1 is a lifetime ban and for Category B1 a 10-year ban. The starting point for Category A2 is a 10-year ban and for Category B2 a three-year ban. Category A1 is not applicable in this case. The appropriate starting point for the Player is a 6,5-year suspension, being the mid-point between the A2 and B2 starting points (10-year and three-year suspension). A relevant aggravating factor is that the Player completed multiple Tennis Integrity Protection Programme ("TIPP") trainings.

- Steps 3 and 4 concern other reasons for reduction, which are not applicable in the matter at hand.

- A fine is appropriate in addition to a 6,5-year ban. The Fines Table in the Sanctioning Guidelines suggests that the appropriate range of fines for 0-5 Major Offenses is USD 0 to USD 25,000. In this case, the appropriate fine would be USD 20,000 (on the basis of four fixed matches) without any portion being suspended.

- Mr Lescure stated that the Player received EUR 1,000 in connection with Match 4. The Player should therefore be ordered to repay this amount.

- Reference to sanctions imposed in earlier cases related to GS's scheme illustrate that the sanction requested by the ITIA in the Player's case is reasonable and proportionate.

B. The Player's Appeal Brief and Answer

79. The Player's Appeal Brief and Answer are almost identical, and both contain the following requests for relief:

- "*Mr BENSOUSSAN is acquitted of all charges brought against him by the ITIA.*
- *Mr BENSOUSSAN shall not be banned from playing tennis.*
- *Mr BENSOUSSAN shall not be fined $12,000.*
- *$The* [sic] *ITIA shall be ordered to pay the sum of $40,000 to Mr. Samuel BENSOUSSAN in respect of the costs incurred in the proceedings"*.

80. The Player's Appeal Brief and Answer, in essence, may be jointly summarised as follows:

Submissions on liability

- The charges brought against the Player are strongly and entirely contested. It is indicated in the Appealed Decision that "*no evidence provided by the ITIA is such as to establish with certainty that* [the Player] *was involved in match-fixing and that he received payments in this regard"*. Despite this finding of lack of evidence, the AHO considered that, given the context and the evidence of Mr Lescure, it is more likely than not that the Player committed the various offences.

- However, all of the ITIA's accusations are based on a false accusation, which has been the subject of a criminal complaint and the opening of an investigation in France against Mr Lescure. The Appealed Decision is based on a reversal of the burden of proof, in contradiction with (i) the standard of proof required for a fair trial as described in Article 6 of the European Convention for the protection of Human Rights and Fundamental Freedoms (the "ECHR"), and (ii) CAS jurisprudence. The proceedings before the AHO also did not effectively guarantee the Player's rights of defence.

- The numerous witness statements provided by the Player all attest to his seriousness, fighting spirit and integrity.

- The Player's statements must be considered and weighed against the scant evidence provided by the ITIA and the lies told by Mr Lescure. Mr Lescure did not provide any evidence for his statement that the Player "*had participated in match-fixing and had received €1,000*". The confrontation between the Player and Mr Lescure was an essential right of the Player. The Player hired a private investigator and exchanged directly with his lawyer to locate Mr Lescure, but unsuccessfully. The Player filed a complaint against Mr Lescure for slanderous denunciation. On this basis, the Player established that the alleged EUR 1,000 had not been paid to him.

- The Appealed Decision expressly states that "*there is no trace of direct communication, written or oral, between the day and [the sponsor], no trace of any involvement of the player in the contacts [of the sponsor] or his intermediaries*". Mr Glen Shackel, ITIA Investigator, noted that the Player's confiscated phone, which he had voluntarily handed over to the police, did not contain any messages that appeared to discuss match fixing or other evidence linking the Player to match fixing. Given that the criminal organisation used encrypted messaging, allowing for conversations to be deleted automatically, had the Player been guilty of the alleged offences, he would have had no reason to delete the messages on his phone.

- Several criminal investigations were conducted by the French and Belgian authorities, which revealed the existence of a criminal organisation that corrupted at least 181 players worldwide and manipulated at least 375 matches. The investigations in Belgium led to the indictment of 28 professional players, 15 of whom have been definitely sanctioned. In France, eight professional players have been implicated on the basis of material evidence gathered by the police. It is important to note that the Player was never directly implicated in these investigations. He was interviewed but never prosecuted because no charges were brought against him. He was never questions by investigators or taken into custody. He has never been considered by the criminal courts in France and Belgium as a suspect. Incomprehensibly, this fundamental point has been completely ignored by the ITIA, whose flimsy arguments and the resulting Appealed Decision are in total contradiction with the conclusions of these investigations conducted by specialised investigative services in two countries.

- The Appealed Decision, which has dramatic consequences for the Player, is based on a set of subjective elements that are interpreted solely to the detriment of the Player, which in fact they offer no certainty whatsoever. It is absolutely certain that the prosecution of a player before a French, Swiss or British court, based on the standard of proof required in criminal matters, would have led to the dismissal of the case against the Player.

- On this basis, the Player should not be held responsible for any of the alleged violations set out in the Notice and should be completely exonerated from the charges.

Submissions on sanctioning

- The Sanctioning Guidelines are not binding.

- This case may have been decided by means of an algorithmic calculation or the use of artificial intelligence. Such a practice would constitute a clear violation of the Player's rights.

- Given that no violation of the TACP has been committed by the Player, CAS should draw all the necessary conclusions by simply overturning the sanctions imposed on the Player.

C. The ITIA's Answer

81. The ITIA's Answer contains the following request for relief:

"*1. The appeal of the Player is dismissed.*

2. The AHO's decision as set out in the Appealed Decision in relation to the 17 Corruption Offenses that AHO Cavalieros found established, 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".

82. The ITIA's Answer, in essence, may be summarised as follows:

Submissions on arguments raised by the Player

- As to the evaluation of the evidence on file, the Panel has the freedom to evaluate the evidence in accordance with the requirements set in the 2024 TACP. A Corruption Offense, as outlined in the TACP, can be established based on circumstantial evidence, without requiring direct evidence. It is also unnecessary to prove every aspect of the match fixing scheme in order to establish a TACP violation.

- As to the alleged use of algorithms and artificial intelligence in decision-making, it is categorically confirmed that neither algorithms nor artificial intelligence are used to determine whether a Corruption Offense has been committed.

- Unlike suggested by the Player, a criminal prosecution is not a necessary prerequisite for these proceedings. Only seven (and not 28) professional tennis players were implicated in the Belgian criminal procedures. The other implicated people were GS, AM and accomplices and betting mules belonging to the criminal network of GS. The Belgian prosecutor chose to exclusively include Belgian tennis players within the criminal proceedings to keep the proceedings manageable. All those Belgian tennis players were convicted, based on evidence comparable to that presented in this case against the Player. The ITIA has since imposed sanctions on those seven players. The fact that the Player has not faced criminal prosecution before the French courts does not serve as a valid argument to contest his liability under the TACP. So far as the ITIA is aware, no French player has been criminally prosecuted or convicted. This underscores the necessity of these disciplinary proceedings to protect the integrity of the sport and to deter future cheating.

Submissions on liability

- The charges against the Player must be assessed within the context of the Belgian and French criminal investigations, which uncovered a criminal organisation that corrupted at least 181 tennis players world-wide for the purposes of betting and significant financial reward. At the centre of the criminal gang were GS, who is based on Belgium and bribed professional tennis players on a worldwide scale, and AM, who is based in Armenia and managed the criminal gang's finances. The Belgian police discovered that during the period from 21 June 2016 to 3 March 2018, AM withdrew or sent to betting mules, tennis players or acquaintances USD 9,192,896.40.

- Several French tennis players such as Mr Lescure, Mr Thivant, Mr Jankovits, Mr Brechemier, Mr Vibert and Mr Kanar admitted match fixing offences in cooperation with GS and some of them (Mr Thivant and Mr Lescure) gave detailed explanations on the *modus operandi*.

- The existence of the widescale corruption and specifics of the scheme have been confirmed by decisions of AHOs and CAS Panels and the Belgian criminal court.

- In the present case, no direct communication between GS and the Player was discovered. The *modus operandi* described above demonstrates how GS concealed such communications, *inter alia*, by ensuring that a middleman was used, as confirmed in CAS jurisprudence.

- The ITIA was granted access to certain evidence collated by the Belgian authorities, including transcripts of interviews, forensic downloads of mobile telephones, and records of money transfers. The nature of the ITIA's review and the basis upon which the ITIA obtained and managed the data made available to them is described in the witness statement of ITIA Intelligence Analyst, Glen Shackel.

- The general methodology of bribing tennis players and fixing matches and an analysis of her investigation with regards to the Player is set out in the witness statement of ITIA Investigator, Dee Bain.

- The ITIA's case against the Player is mainly based upon the following sources of evidence:

  - Evidence obtained by the ITIA from the Belgian criminal authorities;
  - Evidence obtained by the ITIA from the French criminal authorities;
  - Witness statements from Glen Shackel and Dee Bain.

- Furthermore, the Player was interviewed on 30 July 2018 and his phone was downloaded as described in the witness statement of Glen Shackel.

- The ITIA submits that, based on the preponderance of the evidence, it is more likely than not that the Payer committed the alleged violations. There is strong evidence of the Player's involvement in match fixing activities during the relevant period. No other logical conclusion can be drawn from the available evidence.

Submissions on sanctioning

- The Player's only submission on sanctions is a request to "*overturn*" the sanctions on the basis that "*no violation of the TACP has been committed*". He advances no alternative or subsidiary submissions on sanction (for example mitigation or duration) in the event the Panel upholds liability. In other words, if the Panel finds that Corruption Offences were committed, the Player does not request any reduction or adjustment of sanction.

- As the Player advances no sanction-specific arguments beyond his challenge to liability, the ITIA does not further address the sanction in this Answer.

- The ITIA cross-appealed the sanctions imposed by means of the Appealed Decision and seeks the same sanction as previously imposed, on the premise that the Player will be found liable on all charges related to Matches 1-5, or – should the ITIA's cross-appeal in respect of Match 6 succeed – on all charges relating to Matches 1-6. The ITIA requests in its Appeal Brief that the Panel set aside the sanction imposed by the AHO and impose a 6-year and 6-months ban, a USD 20,000 fine, and repayment of EUR 1,000.

VI. JURISDICTION

83. Article R47 of the Code states that:

> "*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".*

84. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an appeal, the statutes or regulations of the sports-related body from whose decision the appeal is being made must expressly recognise the CAS as an arbitral body of appeal.

85. The jurisdiction of CAS, which is not disputed between the Parties, derives from Article I(1) of the 2024 TACP, which provides 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.* […]".

86. The jurisdiction is further confirmed by the Parties signing the Order of Procedure.

87. In light of the above, it follows that the CAS has jurisdiction to hear this matter.

VII. ADMISSIBILITY

88. According to Article R49 of the Code, "[i]*n the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

89. Section I(4)of the 2024 TACP provides that "[t]*he deadline for filing an appeal with CAS shall be twenty Business days from the date of receipt of the decision by the appealing party*", which is confirmed in para. 60 of the Appealed Decision, which provides that "[t]*he present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1 of the 2024 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision*".

90. The Appealed Decision was notified to the Player and the ITIA on 22 May 2025. Since the Player filed his Statement of Appeal on 16 June 2025 and the ITIA on 20 June 2025, the appeals were filed timely.

91. The admissibility of the appeals is not disputed by the Parties.

92. It follows that the appeals are admissible.

VIII. APPLICABLE LAW

93. Article R58 of the 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*".

94. The Player did not make any submissions on the applicable law in his Appeal Brief, but he argues in his Answer, specifically with respect to the appliable standard of proof, that "*the interpretation and application of procedural rules by the CAS must be compatible with the fundamental procedural guarantees of EU law, in particular the right to a fair trial (Article 47 of the Charter of Fundamental Rights of the EU)*".

95. The ITIA states that the proceedings are governed by the 2017 and 2018 TACP as the alleged violations of the TACP by the Player occurred in those years. The 2024 TACP contains the applicable procedural rules. The ITIA further maintains that, pursuant to Section K.2 of the TACP, the TACP is governed by the laws of the State of Florida, USA.

96. Section K.5 of the 2024 TACP provides as follows:

> "*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*".

97. Section K.6 of the 2024 TACP provides as follows:

> "*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*".

98. The Panel observes that the alleged violations of the TACP occurred in 2017 and 2018, but that the Notice was issued on 30 September 2024, after the 2024 TACP entered into force on 1 January 2024. Accordingly, in accordance with Sections K.5 and K.6 of the 2024 TACP and the principle of *tempus regit actum*, substantive issues are subject to the 2017 and 2018 versions of the TACP, whereas procedural issues are subject to the 2024 TACP.

99. As to the sanctioning guidelines, the Panel notes that, pursuant to Section K.6 of the 2024 TACP, the sanctioning guidelines in force at the time of the sanctioning exercise are in principle to be applied. This is also confirmed in the 2026 Sanctioning Guidelines themselves. In the matter at hand, this means that the 2026 Sanctioning Guidelines, which were included into the case file prior to the hearing as a consequence of which the Parties could express their views in this respect during the hearing, are in principle applicable, given that the Panel made its sanctioning exercise after the hearing.

100. However, given that the infringements were committed in 2017 and 2018, the Panel finds that the Player should not be disadvantaged by the application of potentially more severe sanctioning guidelines being implemented afterwards in comparison with the sanctioning guidelines or rules in force at the time the infringements were committed.

101. The Panel notes that no sanctioning guidelines were in force at the time of the alleged infringements in 2017 and 2018, so that the Player in principle was to be sanctioned on the basis of the 2017 and 2018 versions of the TACP, without the application of any sanctioning guidelines, since these were only introduced in 2022.

102. The Panel will therefore in principle apply the 2026 Sanctioning Guidelines, but it will duly consider the rules in force at the time of the infringement and ensure that the most favourable rules are applied to the Player, in particular if the Player invokes any specific provision or concept that is not featured in the 2026 Sanctioning Guidelines.

103. The potential maximum sanctions that can be imposed on the Player under the 2017 and 2018 TACP and the 2026 TACP are the same and the Panel finds that the 2026 Sanctioning Guidelines are a helpful tool in imposing an appropriate sanction and remain not binding.

104. As to the law subsidiarily applicable, Section K.2 of the 2024 TACP provide as follows:

> "*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*".

105. As such, the Panel is satisfied that it should accept the primary application of the TACP and, subsidiarily, the laws of the State of Florida, USA.

IX. PRELIMINARY ISSUE

A. The Panel's decision not to admit the new documents presented by the Player after the hearing

106. On 13 February 2026, after the hearing had taken place, the Player sought leave to present evidence that had not been produced before, arguing that he sought to contest factual contentions made by the ITIA for the first time during the hearing.

107. The ITIA objected to the Player's request, arguing that the factual contentions invoked were not raised for the first time during the hearing.

108. Article R56 of the Code provides as follows:

> "*Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer*".

109. In issuing its decision on 24 February 2026, the Panel considered that the alleged deletion of

messages from the Player's phone had already been addressed in the proceedings before the AHO as well as in the ITIA's Appeal Brief. The Panel therefore finds that this was not a new argument of the ITIA that was raised for the first time during the hearing, as alleged by the Player. Rather, the Player could and should have addressed this argument at the latest in his Answer. The Panel therefore considered that the Player failed to establish any exceptional circumstances required to admit evidence submitted after the filing of the Appeal Brief and the Answer, pursuant to Article R56 of the Code.

X. MERITS

110. The Player challenged the Appealed Decision on the basis that 17 out of the 18 charges that were considered established by the AHO have not been sufficiently proven. On the other hand, the ITIA challenges the Appealed Decision on the basis that the single charge that was dismissed should be considered proven and that the sanction imposed should be increased. Before turning to the substance of the case, the Panel will assess the applicable standard and burden of proof.

111. At the outset, the Panel considers it relevant to outline that the Matches 1, 2, 3, 4, 5 and 6 are all "Events" and that the Player is a "Covered Person" as defined in Section B.10 of the 2024 TACP.

A. The Standard and Burden of Proof

112. Sections G(3)(a) and (b) of the 2024 TACP provides as follows:

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

113. The Player's position regarding the standard of proof to be applied may be perceived as somewhat inconsistent. On the one hand, the Player argues that the standard of proof is "*preponderance of evidence*" (para. 257 Player's Appeal Brief). However, on the other hand, the Player argues that it follows from consistent case law of CAS that the standard of proof is that of "*comfortable satisfaction, which is considered to be higher than a simple balance of probabilities but lower than proof beyond reasonable doubt*" (para. 258 Player's Appeal Brief) and also that "[t]*he standard of proof applied in this case consists of a very approximate balance of probabilities*" (para. 261 Player's Appeal Brief).

114. In any event, the Player submits that the standard of "*preponderance of the evidence*" is contrary to the standard of proof derived from the case law of CAS, given the seriousness of the alleged corruption charges and the significant and irreparable nature of the damage they cause to the Player. According to the Player, the Appealed Decision is based on a reversal of

the burden of proof, in contradiction with (i) the standard of proof required for a fair trial as described in Article 6 of the ECHR and (ii) CAS jurisprudence.

115. According to the ITIA, the standard of proof of a "preponderance of the evidence" set forth by the TACP is considered the appropriate standard by CAS panels considering allegations of match fixing under the TACP. The application of this standard by CAS was considered to be correct by the Swiss Federal Tribunal (the "SFT"). With regard to the Player's reference to Article 6 ECHR, it is important to note that the present proceedings are civil, and not criminal, with the result that only the civil limb (Article 6(1) ECHR), and not the criminal limb (Article 6(2)-(3) ECHR) applies. The Player does not establish that any breach of Article 6(1) ECHR occurs or occurred.

116. The Panel finds that, given the civil nature of the dispute, Article 6(2)-(3) ECHR are not applicable, but Article 6(1) ECHR is, which requires the proceedings to be fair:

> "*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 necessary in the opinion of the court in special circumstances where publicity would prejudice the interests of justice*".

117. Contrary to what is argued by the Player, the Panel finds that there is no reversal of the burden of proof in the matter at hand. It is and remains the burden of the ITIA to prove the charges filed against the Player.

118. The Panel is well aware of the severe consequences faced by the Player in case the Panel were to uphold the charges filed against him. The Player has been charged with serious offences and the Panel duly takes this into account in assessing the evidence on file.

119. This does not mean that direct evidence of the offences is required. A corruption offence may hypothetically also be established on the basis of circumstantial evidence alone.

120. The type of evidence that may be relied upon is not restricted and the alleged offences may be proven by any reliable means, as set forth in Section G(3)(d) of the 2024 TACP:

> "*The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO*".

121. The Panel observes that the standard of "*preponderance of the evidence*" has been applied in CAS Awards concerning the ITIA and tennis players (CAS 2011/A/2490, para. 29; CAS 2020/A/7596, para. 181) and the SFT held that the application of this standard does not constitute a violation of procedural public policy:

> "*Moreover, this Court has already ruled that adopting a lower standard of proof*

than that applied in criminal matters in cases of match-fixing does not constitute a violation of procedural public policy (judgment 4A_362/2013 of March 27, 2014, para. 3.3). The fact that anti-doping regulations lay down a stricter standard of proof than that applicable in the present case for establishing the existence of an offence does not appear to be decisive. Given the difficulties inherent in proving cases of corruption and manipulation of sports events, and the limited investigative powers of the sports federations' judicial bodies, the level of proof required by the TACP does not offend the sense of justice" (SFT, 4A_486/2022, consid. 8.2).

122. On the basis of the above, the Panel sees no reason to deviate from the standard of proof set forth in 2024 TACP: "*preponderance of the evidence*". This standard of proof is equivalent to the "*balancee of probabilities*" standard of proof. As submitted by the ITIA, this means that the evidence must establish that it is more likely than not that the Player committed the alleged offences.

123. The Panel considers the burden and standard of proof applied in the matter at hand in line with the protections granted by Article 6(1) ECHR. While the Player invoked this provision, he did not set forth any detailed reasoning with respect to the application of this provision. In the absence of any detailed reasoning, it is difficult for the Panel to assess which of his rights the Player considers to have been violated.

B. The Alleged Use of Algorithms and/or Artificial Intelligence in decision-making

124. The Player's allegation that the ITIA and/or the AHO may have used algorithms and/or artificial intelligence in the decision-making in the matter at hand remained entirely unsubstantiated. The Panel finds that there is no indication that algorithms and/or artificial intelligence were used.

125. The Panel finds that the Player may have referred to the 5-phase process set forth under the TACP Sanctioning Guidelines and the classification of the conduct in various categories resulting in varying degrees of default sanctions. To the extent the Player considers the application of this process in arriving at appropriate sanctions algorithmic, the Panel finds that the Sanctioning Guidelines are implemented with the purpose of being a tool to arrive at appropriate sanctions in circumstances where the AHO and CAS Panels have a large discretion with respect to proportionality under the TACP (from a warning to a life time ban). The Sanctioning Guidelines try to provide a structured approach to decision-making and give guidance as to relevant facts to assist with arriving at appropriate sanctions considering the specific elements of each case. They promote transparency and consistency in decision-making. The Panel considers this to be a helpful tool and not inappropriately algorithmic.

C. The corruption scheme and GS's criminal network

126. Before turning to the specific charges in the matter at hand, the Panel considers it necessary to set forth the *modus operandi* of GS's criminal network. The Panel finds that this was eloquently summarised in CAS 2024/A/10295-10313. The ITIA relied on this summary in its written submissions, and it was not disputed by the Player:

"*189. The Parties do not dispute the facts that stem from the investigations in*

France and in Belgium in relation to GS' criminal network. Based on the evidence on record, in particular the Judgment of the Criminal Court and the witness statement of Karen Risby, investigator in charge at the ITIA, and the documentation related to the investigations carried out in France, the Panel thus accepts the following:

- *At the centre of the organized criminal network is GS, also referred to as "Maestro", "Gregory", "Greg" or "Ragnar". The Criminal Investigation established that GS was responsible for being the point of contact between professional tennis players or a middleman on one side and a network of gang members who were responsible for placing bets using a wide variety of online betting operators and in store terminals on the other. In each case, he had an international network and was a major player in the criminal organization.*

- *GS' global operation had been functioning for several years and was indeed hugely successful. The money trails lead to millions of dollars or euros being discovered. However, given those funds relate to limited time periods, it is believed that the true earnings of this criminal organisation are far higher.*

- *GS' methodology is as follows:*

    1. *GS would review the online betting markets and assess matches where (i) one of the players may be prepared to fix the match and (ii) there was potential financial profit to be made from fixing the match.*

    2. *GS would contact the player (or middleman), usually via WhatsApp and/or Telegram 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.*

    3. *If the player agreed to carry out the fix, GS would instruct his associates to place bets with various betting operators (usually online, but the bets could also be placed in person).*

    4. *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 where he would give players cash. GS would also arrange payment to the intermediary involved (if there was one).*

- *GS was using 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 via different phone numbers than the one registered with the ITIA and disclosed* *to the police investigators in France and Belgium. This is exemplified by the fact that at the time of his arrest, GS was using four different phone numbers as well as conversations between GS and his associate Mr Sarkisov that they used to receive new SIM cards from GS over time and that the latter informed them of his new phone number which they needed to use to communicate with him and the confirmation by different tennis players, in particular Mr Jules Okala, Mr Omar Salman and Mr Yannick Jankovits.*

- *GS was saving the contacts of tennis players in his phone with an abbreviation or pseudonym: "thiv.fr" for French tennis player Yannick Thivant; "mikki.fr" for the French tennis player Mick Lescure; "moyana.ag" for Argentinian tennis player Agustin Jeremias Moyano; "Okala.fr" for French tennis player Jules Okala; "omar.be" for the Belgian tennis player Omar Salman; "brech.fr" for French tennis player Thomas Brechemier.*

- *As was confirmed by several tennis players, in particular Mr Mick Lescure, Mr Jules Okala and Mr Yannick Jankovits, GS communicated with them through Telegram, an app that encrypts most conversations and automatically deletes the communication after a certain period of time.*

- *GS mostly paid Western European tennis players in cash often at the Gare du Nord in Paris (France)".*

127. The Panel finds that this uncontested background is relevant in assessing the concrete evidence related to the charges filed against the Player.

D. The Player's involvement in GS's criminal network

128. The ITIA also relies on general evidence allegedly implicating the Player within GS's criminal network, as it argues that such evidence should be considered in examining each of the Player's individual breaches.

a. The Player's inclusion on a list of the Belgian criminal investigators

129. First of all, the ITIA relies on a list of professional tennis players that were allegedly linked to GS and/or his criminal network. This list was included in the Belgian criminal file and was created based on an analysis of communications and financial transactions, which allegedly established that the tennis players named in the list, (i) either directly or indirectly received corrupt payments; or (ii) had phone or personal contact with GS or his entourage; or (iii) admitted their involvement; or (iv) the criminal network mentioned these players within the scope of their match fixing operations and/or payments of bribes. The Player is mentioned as no. 154 on that list, which proves that the Player was indeed considered a suspect by the Belgian investigators.

130. The Player does not dispute being included in the list of the Belgian criminal investigators, but he maintains that, despite the fact that 28 professional tennis players were indicted, he was not directly implicated in the investigations. He was never considered a suspect, neither by the Belgian nor by the French criminal investigators.

131. The Panel observes that the Player's name is indeed included in the afore-mentioned list. No further details with respect to the Player are provided. It is, for example, not clear on the basis of which of the four afore-mentioned criteria the Player was included in the list.

132. The evidentiary value of this list is therefore relatively limited, but the Panel is prepared to take it into account as an independent element connecting the Player to GS and/or his criminal network.

b. Mr Lescure's evidence

133. Second, the ITIA relies on admissions to match fixing and collaborating with GS made by multiple French tennis players, some or all of whom gave evidence on the involvement of other tennis players. One of these French tennis players was Mr Lescure, who is an acquaintance (and doubles partner) of the Player. The ITIA asserts that there are no plausible reasons to believe that these individuals would fabricate their testimonies or implicate the Player without cause. According to the ITIA, these statements are merely one strand of the cord and are corroborated by multiple other elements of evidence.

134. Mr Lescure has been interrogated by the French police and gave the names of 15 tennis players who allegedly collaborated with GS, including the name of the Player. Nine of these players have admitted to offences and/or received sanctions from the ITIA. Specifically with respect to Match 4, Mr Lescure stated during his interview with the French police that he had fixed a tennis match in cooperation with the Player, for which both of them received EUR 1,000 in cash. In this respect, Mr Lescure stated the following:

> "*The last time I accepted to lose a match goes back to last year at an ITF tournament first round double in* […]. *My teammate was informed, it was* [the Player]. *We each received 1000 euros in cash from MAESTRO. After that he never asked me again, I do not know the reason, he probably found other more interesting players. In the world of tennis, everybody knows that MAESTRO does match fixing. Many players cooperate with him; it was even possible that both opponents had been in contact with MAESTRO to fix a match"*.

135. The position of the Player in this respect is that, as per the *modus operandi* of GS's criminal organisation, players involved in match fixing were paid in person and in cash, usually at the Gare Du Nord in Paris. However, the Panel considers it to have been unlikely for the Player to have been paid in this way for the alleged fixing of Match 4 (that was played on […] June 2018), given that the Player played matches in a tournament in […] in the evening of […] June 2018 and in the morning of […] June 2018. There is no indication suggesting that GS travelled to […] to pay the Player, before GS was arrested at 6:30 in the morning of […] June 2018.

136. The Panel finds the evidence of Mr Lescure relevant. Indeed, there is no particular reason to question the veracity of his allegations vis-à-vis the Player. The large majority of Mr Lescure's evidence has proven to be reliable given that the majority of the 15 players mentioned by him have admitted to offences and/or received sanctions. Besides the nine afore-mentioned players, one additional player is currently provisionally suspended, and the remaining four players have been mentioned in the Belgian/French criminal files. Mr Lescure's evidence has also been relied upon in the conviction of two tennis players, one issued by the AHO (ITIA v.

Tom Jomby) and another issued by a CAS panel (CAS 2024/A/10295 & 10313).

137. However, the Panel finds Mr Lescure's evidence with respect to the amount of EUR 1,000 he and the Player each allegedly received in cash from GS not particularly compelling. Mr Lescure explicitly refers to a payment in cash, whereas it was unlikely for GS to pay the Player this amount in cash after Match 4 on […] June 2018 and before his arrest at 6:30 am in the morning of […] June 2018.

138. Although the possibility cannot be excluded that GS paid the Player through a third person or otherwise, the Panel finds that this cannot be conclusively derived from Mr Lescure's statement without further explanation on his side. For instance, the Panel finds that it would require explanation from Mr Lescure as to how he became factually aware that the Player was paid EUR 1,000 in cash, or whether it was merely an assumption on his side because he had been paid such amount himself. It is in this respect that the Panel finds that it would have been important to hear evidence from Mr Lescure directly. However, Mr Lescure was not made available by the ITIA to be cross-examined by the Player. Given that the ITIA relies on the evidence of Mr Lescure, it was in principle for the ITIA to make him available to testify.

139. The means of evidence relied upon by the Parties in this arbitration, in particular oral and written witness testimony, are admissible means of evidence. That said, if a witness is not called to appear at the hearing, this may affect the evidentiary value of the witness testimony (see NOTH/HAAS, in ARROYO, M.: *Arbitration in Switzerland – The Practitioner's Guide*, 2nd ed, Article R44, para. 41; cf. also Swiss Federal Tribunal, judgment of 31 May 2012, 4A_682/2011, paras. 4.1 *et seq.*). This holds true, in particular, if the counterparty challenges the contents of the written witness statement or has indicated that it seeks to cross-examine that witness.

140. Importantly, this does not mean that the entirety of the evidence of Mr Lescure is irrelevant. The evidence was provided in the context of criminal investigations and has been tested by various courts and tribunals (the Belgian criminal court, AHOs and CAS panels). There are no indications that Mr Lescure may have provided a false testimony or what benefit he may have derived from providing a false testimony with respect to the Player. But it means that the Panel finds that, in view of the unlikely possibility that the Player received a EUR 1,000 payment in cash from GS after Match 4 and before GS's arrest the next morning, the Panel is not convinced on the required preponderance of the evidence that the Player indeed received an amount of EUR 1,000 from GS for corrupt activities related to Match 4.

141. As discussed further below, this has an impact on the Panel's findings with respect to Match 4. However, the Panel finds that Mr Lescure's evidence is nonetheless relevant as an independent element connecting the Player to GS and/or his criminal network.

c. Mr Inzerillo's evidence

142. Third, the ITIA relies on admissions of French tennis player Mr Jerome Inzerillo. He admitted to match fixing and was sanctioned following an agreed sanction. Mr Inzerillo is an acquaintance of the Player. In a conversation, Mr Inzerillo informed GS that the Player "*did it with others than us*", which according to the ITIA means that Mr Inzerillo "*discovered that the Player cooperated with a third party and that he was surprised that Mr Lescure 'is with him', insinuating that there was indeed a relationship between the Player, Mr Lescure and*

GS".

143. The Player did not submit any particular comments with respect to Mr Inzerillo's evidence.

144. The Panel observes that the conversation between Mr Inzerillo and GS went as follows:

"*[…]/06/2018 – 15:59:05 – Inzerillo:*	*J'ai eu confirmation*
Translated:	*I had confirmation*
[…]/06/2018 – 15:59:14 – Inzerillo:	*Que bensousan il faisait avec d'autre que nous*
Translated:	*That Bensoussan did it with others then us*
[…]/06/2018 – 16:50:43 – Inzerillo:	*Bizarre que Mick avec lui*
Translated:	*weird that Mick is with him*
[…]/06/2018 – 17:47:46 – GS:	*Avec qui il fait?*
Translated:	*with whom does he do?*
[…]/06/2018 – 17:47:46 – GS:	*Ce sont des infos sûr?*
Translated:	*this is certain information?*
[…]/06/2018 – 17:50:47 – GS	*[Missed call]*
…	
[…]/06/2018 – 18:01:33 – GS	*[Call:00:20:10]*"

145. The Panel finds this information relevant in the sense that it establishes a relationship between GS, Mr Lescure and the Player. The reference to "*Mick*" cannot reasonably be understood differently than as referring to Mr Lescure. The Panel finds that, considering that GS, Mr Lescure and Mr Inzerillo were undoubtedly involved in match fixing, this conversation could reasonably not have been about another topic than match fixing. The conversation thereby implies that the Player had been involved in match fixing with GS as well, but that it was discovered by Mr Inzerillo that the Player was also involved in match fixing with others.

146. The Panel finds that this evidence is relevant for the allegations against the Player. This evidence is not based on witness statements, but it is comprised of contemporaneous text messages. The text messages not only comprise another independent strand to the cord connecting the Player to GS's criminal network, it also corroborates the connection between Mr Lescure and the Player in a match fixing context, which in turn, in the Panel's view, reinforces the reliability of Mr Lescure's evidence.

d. The Player's phone download

147. Fourth, in 2018, the Player was interviewed by the ITIA (then the TIU) following two betting alerts concerning two matches for which the Player was eventually not charged. On the day of the interview, a forensic download of the Player's mobile phone was performed.

148. According to the ITIA, the device download strongly suggests that the Player deleted messages or used another phone from October 2015 until July 2018 (the period during which GS was active). The Player provided no explanation for the lack of activity on his personal mobile phone. The ITIA submits that the lack of activity on the phone, taken in isolation, is not sufficient to prove the Player's involvement in GS's network, but it is a cord in the rope of circumstantial evidence.

149. The Player maintains that he fully cooperated with the investigation and made his telephone available for download, as he had nothing to hide. The Player also suggests that, if he had been guilty of match fixing, there would not have been any reason to delete messages, given that messages were exchanged via Telegram, which automatically deletes messages.

150. When asked by the Panel about the absence of text messages for an extended duration, the Player explains that he deleted them for personal reasons that have nothing to do with his professional career.

151. As to the Player's argument that there was no need to delete messages, given that GS's criminal network used encrypted messaging services, the ITIA maintains that in cases of other tennis players, evidence was found on their personal devices, such as messages to girlfriends, friends, meetings with GS, invitations by GS to communicate on services like Telegram, fixed matches and money.

152. As to the Player's argument that he voluntarily handed over his phone, the ITIA refers to Sections F.2.b and F.2.c of the 2018 TACP, which provide that the ITIA may require a player to produce their mobile device for download. Accordingly, the Player was obliged to hand over his phone.

153. The Panel finds it somewhat odd that the Player deleted text messages for an undetailed reason or that he only appears to have used his mobile phone sporadically during the relevant period, as it is a generally known tactic in match fixing to use different devices. The Player denied having deleted any messages that would implicate him and he also denied having a second mobile phone. The Panel finds that the Player did not do himself any favours by not providing any meaningful explanation for the scarce presence of text messages on his mobile phone. However, for the reasons set out in this award, the Panel is not required to go as far as drawing adverse inferences from the fact that very little text messages were found on the Player's mobile device. The relevance of this evidence for the charges filed against the Player is therefore limited.

e. GS showed interest in more than the six charged matches

154. Fifth, according to the ITIA, the Player is mentioned in several conversations between GS and his accomplices (including Mr Lescure), his name being linked to betting instructions, and GS saved numerous screenshots of betting websites concerning the Player's tennis matches other than the ones discussed in the context of the six charged matches, further demonstrating the Player's involvement in GS's criminal network. While the ITIA acknowledges that these screenshots may be insufficient in isolation, the ITIA stresses that – consistent with the network's *modus operandi* – screenshots saved on GS's mobile are clear indications that GS had a specific interest in that match.

155. The ITIA notes that with respect to one of the two matches that triggered the interview with the Player but that were eventually not charged, the chair umpire informed the ITIA that the Player changed his playing style after the break and during the second set of that game, prompting him to call the supervisor, who reportedly considered issuing a warning on the Player for not using his best efforts. The ITIA eventually did not pursue further action regarding this match, as the Player made no admissions and there was no additional evidence. The Belgian criminal file reveals that GS saved nine screenshots from betting odds from

betting websites with respect to this match. One betting website also flagged the match as being suspicious.

156. The Player did not specifically address this issue in his written submissions filed before CAS.

157. The Panel accepts that the messages and screenshots exchanged are a relevant independent cord in the rope of circumstantial evidence that together establish that the Player was implicated in GS's criminal network and consistent with the network's *modus operandi*.

158. However, the Panel finds that the evidence does not prove more than that. The ITIA could have charged the Player for the circumstances related to one or both of the two matches for which he was interviewed back in 2018, but it decided not to. The Panel finds that the ITIA can use this evidence to create a suspicion with respect to additional instances of match fixing, besides the ones for which he is charged in the present proceedings, but it does not go beyond that.

159. A relevant fact remains and the Panel accepts that the messages and screenshots exchanged with respect to matches of the Player within GS's criminal network, that it is likely that the Player was connected to GS and his criminal network.

E. The Player's character

160. The Player provided 12 witness statements of family, friends, fellow tennis players, coaches, students, etc. All of these witnesses basically confirm the same thing, i.e., that the Player is known for his fighting spirit, integrity and honesty.

161. With respect to this evidence, the ITIA submits that it does not dispute that the Player may be a capable coach and a good friend. However, the testimonies do not exculpate him in relation to the match fixing activities within GS's criminal network.

162. The Panel finds that the witness statements provided by the Player should be taken into account in assessing the evidence. However, the Panel finds that the relevance of the witnesses is relatively limited as none of these witnesses engage with the evidence concerning the charges at stake in the matter at hand. General attestations as to the Player's honesty and integrity do not trump the general evidence establishing his connection to GS and his criminal network.

163. Consequently, the Panel finds that the evidentiary value of the character witnesses presented by the Player is relatively limited.

F. The assessment of the evidence with respect to the six charged matches

164. Against the background of the more general evidence set forth above, which in the view of the Panel together establish that the Player was connected to GS and his criminal network, below follows an individual assessment of the specific evidence with respect to the six matches for which the Player was charged.

a. Match 1 (charges for Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 TACP)

165. The ITIA charges the Player with infringements of the following provisions of the 2017

TACP.

166. Section D.1.d of the 2017 TACP provides as follows:

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

167. Section D.1.b of the 2017 TACP provides as follows:

> "*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*".

168. Section D.1.f of the 2017 TACP provides as follows:

> "*No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event*".

169. Finally, Section D.2.a.i of the 2017 TACP provides as follows:

> "*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*".

i. The arguments of the Parties

170. The ITIA relies on the following pieces of evidence with respect to these charges:

i) the testimony of Mr Lescure that he acted as an intermediary for GS and fixed tennis matches in collaboration with the Player;
ii) GS and Mr Lescure exchanged messages on the evening before and on the morning of Match 1, where they refer to "*Tele*", which the ITIA submits refers to Telegram, a cloud based encrypted app which permits auto deletion of messages after a user specified time limit;
iii) that GS discussed most agreements with tennis players via Telegram;
iv) the fact that eight screenshots from betting and scoring websites showing Match 1 were saved on GS's phone;
v) the fact that GS instructed LSP[1], an accomplice of GS, to place bets on Match 1, initially stating that the Player and his partner, Mr […], would lose Match 1 […] and also lose the […] service of the […] set, although later focusing solely on a […] loss;
vi) two betting slips saved on GS's phone regarding Match 1, indicating that GS's network

[1] The Panel notes that the ITIA interchangeably referred to "LSP" and "ISP", as well as to "ISP Karlos" and "LSP Karlos". The Panel consistently refers to "LSP" and "LSP Karlos".

placed bets on Match 1 for the Player and Mr […] to lose both the […] and […] set, aligning with an instruction for them to lose […] in sets.

171. On this basis, the ITIA concludes that the very specific initial instruction – a […] loss and the loss of a very specific service game – demonstrates that GS had an agreement with a player or a player's intermediary, as such precise instruction cannot reasonably be attributed to mere prediction, especially given GS's established *modus operandi*.

172. However, Match 1 was not lost by […]. Rather, Match 1 was lost with a score of […], which did not align with GS's instructions. According to the ITIA, the failure to achieve the agreed-upon result appears to have been caused by the Player's teammate, Mr […], as GS and LSP discussed that he "*has done something*". According to the ITIA, and with reference to testimonies of other tennis players and a CAS Award (CAS 2024/A/10295 & 10313), a fix may fall for a variety of reasons, and this is not decisive. The ITIA suggests that it is relevant that GS and LSP acknowledged that the fix of Match 1 was not successful, which suggests that it was fixed.

173. On this basis, the ITIA submits that it is more likely than not that the Player had been contacted directly or indirectly by GS in view of fixing Match 1, and that doing so, the Player also breached Sections D.1.b and D.1.f of the 2017 TACP. Furthermore, according to the ITIA, considering that it was the *modus operandi* for players to receive money and the fact that Mr Lescure confirmed that the Player received money for Match 4, it is more likely than not that the Player also agreed to receive money for fixing Match 1 in breach of Section D.1.f. Additionally, the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2017 TACP.

174. The position of the Player is that the testimony of Mr Lescure that the Player received EUR 1,000 for contriving the outcome of Match 4 is not to be accepted, as it was factually impossible for the Player to receive such money in cash. On this basis, the Player maintains that the entire testimony of Mr Lescure is false and is to be ignored.

175. Furthermore, the Player submits that the final score of Match 1 ([…]) shows that the Player and his teammate gave their all to win.

176. According to the ITIA, the evidence in the present proceedings before CAS is the same as the evidence before the AHO, who concluded that the Player committed all the infringements for which he was charged with respect to Match 1. The Player's argument that Match 1 was hard-fought, particularly referring to the […] set, is unconvincing, as the bet could no longer be fulfilled when Match 1 proceeded to a […] set. The Player provided no explanations as to why (a) GS would have screenshots of Match 1 on his phone; (b) GS would send instructions concerning Match 1 to his accomplices; (c) those accomplices would place bets on it; and (d) GS would discuss the failure of the arrangement. The Player disregards GS's *modus operandi*.

ii. The Panel's analysis and conclusions

177. The Panel finds that the evidence proffered by the ITIA establishes that the betting syndicate of GS was convinced that Match 1, played on […] August 2017, would be lost by the Player and Mr […] by […] in sets. Match 1 was discussed between GS and LSP and betting slips concerning Match 1 were identified on GS's phone, establishing that bets were indeed placed

on Match 1 with the expected result of a […] loss.

178. The Panel also finds it more likely than not that the contact between GS and Mr Lescure on the evening before and on the morning of Match 1 concerned Match 1. Even though Match 1 was not specifically mentioned, the Player's connection to Mr Lescure and to GS make this likely, in particular considering that Mr Lescure indicated to have acted as an intermediary in organising fixes with the Player and the contact between GS and Mr Lescure likely concerned something illegal, given that Mr Lescure suggested to discuss the matter on Telegram. The interaction took place shortly before Match 1. The Panel finds that the reference to "*Tele*" cannot reasonably be interpreted differently than a reference to Telegram, the medium generally used by GS to coordinate the fixing of tennis matches. The conversation between GS and Mr Lescure also roughly coincided with the screenshots saved on GS's phone, one of which GS forwarded to LSP on the morning of Match 1.

179. The ensuing conversation between GS and LSP, as retrieved from one of GS's phones, went as follows:

"*[…]/08/2017 – 09:58:32 – GS:*	*[Sofascore screenshot of this match]*
[…]/08/2017 – 09:58:45 – GS:	*Let's do this one as well*
[…]/08/2017 – 09:58:49 – LSP:	*Ok*
…	
[…]/08/2017 – 10:02:18 – GS:	*For Bensoussan / […] they'll give […] + […] serve of […] set.*
[…]/08/2017 – 10:03:01 – LSP:	*Ok*
…	
[…]/08/2017 – 15:33:06 – GS:	*The coefficient is fucked*
[…]/08/2017 – 15:33:15 – GS:	*I may cancel be attentive*
[…]/08/2017 – 15:33:26 – LSP:	*But why?*
[…]/08/2017 – 15:33:48 – GS:	*Be attentive, I may cancel*
[…]/08/2017 – 15:34:02 – LSP:	*Ok*
[…]/08/2017 – 15:34:11 – LSP:	*But nothing was done Bro.*
[…]/08/2017 – 15:34:15 – LSP:	*S*
[…]/08/2017 – 15:34:44 – GS:	*I got it*
[…]/08/2017 – 15:35:11 – LSP:	*Nothing has been done yet*
[…]/08/2017 – 15:35:20 – GS:	*Ok*
[…]/08/2017 – 15:51:17 – GS:	*Bro, I couldn't cancel it*
[…]/08/2017 – 15:51:21 – GS:	*We're doing it*
[…]/08/2017 – 15:51:39 – GS:	*For Bensoussan / […] they'll give […] + […] serve of […] set.*
[…]/08/2017 – 15:51:58 – LSP:	*Ok*
[…]/08/2017 – 15:52:14 – LSP:	*[…] will give*
[…]/08/2017 – 15:52:18 – GS:	*OK*
[…]/08/2017 – 15:52:43 – GS:	*Tell him to hit as fast as possible*
[…]/08/2017 – 15:52:52 – LSP:	*OK*
[…]/08/2017 – 15:57:15 – GS:	*For Bensoussan / […] they'll give […]. Don't put break.*
[…]/08/2017 – 15:58:12 – GS:	*OK?*
[…]/08/2017 – 15:58:24 – LSP:	*OK*

[…]/08/2017 – 16:03:41 – LSP:	*We have checked it in all locations, it is closed in 2 cities*
[…]/08/2017 – 16:03:57 – GS:	*Ok my bro*
[…]/08/2017 – 16:04:04 – GS:	*Something fucking happened*
[…]/08/2017 – 16:04:15 – GS:	*But have you bet?*
[…]/08/2017 – 16:04:21 – LSP:	*But why?*
[…]/08/2017 – 16:04:28 – LSP:	*No it is closed*
[…]/08/2017 – 16:04:48 – GS:	*It seems that the guy from […] who is with him has done something*".

180. The Panel considers that the betting syndicate would not have had such confidence in the outcome of Match 1, if it were not for the Player's involvement in and consent to the fix. GS's hesitation whether to wager on the outcome of Match 1 appears to have derived from a coefficient that was considered unfavourable by GS.

181. The Panel's above-mentioned conclusion that it has not been established that the Player received EUR 1,000 for fixing Match 4 only has a limited impact on the assessment with respect to Match 1. The Panel finds that Mr Lescure's evidence has in general proved to be reliable.

182. Although the Player failed in contriving the outcome of Match 1, the Panel finds that the key aspect is that he gave the betting syndicate the impression that he was committed to doing so. In any event, an attempt to contrive the outcome of a match also comprises an infringement of Section D.1.d of the 2017 TACP.

183. The Panel considers it to be of crucial importance that in the correspondence between GS and LSP, the suggestion is made that the Player's […] teammate, Mr […], "*has done something*" as a reason why the fixing did not succeed. At the very least, neither GS nor LSP blame the Player for the fact that the fix failed.

184. The Player's contention that the scoreline of Match 1 suggests that he and Mr […] gave their all to win is not considered to be of particular relevance by the Panel. The alleged hard-fought nature of the […] set is irrelevant, because after having won the […] set, the fix could in any event not have materialised anymore. Furthermore, the Panel accepts the ITIA's argument that GS instructed players involved that they had to appear fully committed to the match, despite any underlying fix. Indeed, at some point GS sent the following message to French tennis player Leny Mitjana, which the Panel considers exemplary and logical in the framework of the match fixing scheme at large: "*How many times do I have to say it: in the eyes of everybody it needs to look like you're giving it all*". Accordingly, the Player could not simply make a fault every time he hit the ball in order to avoid the impression that he did not give it his all.

185. The Panel finds that the concrete evidence with respect to Match 1 set out above, considered against the background of the afore-mentioned general evidence connecting the Player to GS and his criminal network, is sufficient to establish on a preponderance of the evidence that the Player infringed Section D.1.d of the 2017 TACP with respect to Match 1.

186. The Panel finds that the Player, by communicating his consent to fix the outcome of Match 1 to Mr Lescure, facilitated GS's betting syndicate to wager on the outcome of this match. The Player thereby infringed Section D.1.b of the 2017 TACP.

187. The Panel does not find it credible that the Player would have contrived the outcome of Match 1 without having been promised any financial compensation. Although there is no evidence establishing that the Player was remunerated for his attempt to fix Match 1, and he may indeed not have received any remuneration given that the attempt to contrive the outcome of Match 1 did not succeed, the Panel considers it more likely than not that the Player gave his consent to the fix in exchange for the promise of financial compensation, thereby soliciting money for not using his best efforts, which the Panel finds comprises an infringement of Section D.1.f of the 2017 TACP.

188. Finally, in view of the Panel's conclusion that Mr Lescure likely conveyed the Player's consent to the fix to GS, the Panel finds that the Player was approached to contrive the outcome of Match 1. Rather than reporting such approach, as the Player should have done, the Player accepted the offer. By failing to report the approach, the Player infringed Section D.2.a.i of the 2017 TACP.

189. Consequently, the Panel is satisfied on a preponderance of the evidence that the Player committed the four infringements with respect to Match 1 for which he was charged.

b. Match 2 (charges for Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 TACP)

190. The charges at stake with respect to Match 2 are the same as with respect to Match 1. The relevant sections of the TACP are therefore not repeated.

i. The arguments of the Parties

191. The ITIA relies on the following pieces of evidence with respect to these charges:

i) A known intermediary, Mr Lescure, involved in match fixing with the Player, was in contact with GS on the morning of Match 2;
ii) GS saved several screenshots of Match 2 on his phone;
iii) GS provided specific instructions concerning Match 2 – for the Player to lose – to his accomplices;
iv) GS's network acknowledged the failure of their arrangements.

192. According to the ITIA, similar as with respect to Match 1, a few hours before Match 2, GS sends "*Tele*" to Mr Lescure. On the evening before Match 2, GS saved four screenshots from betting websites showing Match 2. A fifth screenshots was saved 20 minutes after Match 2 had started. Also, a few hours before Match 2 started, GS sent a screenshot to his accomplice LSP Karlos.

193. According to the ITIA, the Player eventually retired during the […] set of Match 2, following which GS and LSP Karlos discussed the implications of the Player's retirement. The retirement does not mean that the fix was not agreed upon. Bettors often receive a refund of their stake from the betting operators. Furthermore, GS in some cases instructed tennis players to retire if they could not achieve an agreed-upon result.

194. The ITIA submits that the Player made an agreement with GS and attempted to contrive the outcome, or an aspect of, Match 2 in breach of Section D.1.d of the 2017 TACP. It is more likely than not that the Player had been contacted directly or indirectly by GS with a view to

fixing Match 2. In doing so, the Player breached also both Section D.1.b and D.1.f of the 2017 TACP. Additionally, the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2017 TACP.

195. The Player argues that he had no contact with Mr Lescure or any member of GS's criminal network prior to Match 2. The ITIA shows that GS's criminal network was interested in Match 2, but not link to the Player has been established. In the absence of any arrangement it is impossible to attribute any responsibility to the Player.

196. The Player maintains that he sustained a genuine injury during Match 2 and that a physiotherapist allowed him to retire. The Player had just completed five consecutive weeks of tournaments and was tired when Match 2 took place.

197. According to the ITIA, an injury-based retirement does not negate the possibility that the match was fixed beforehand. Moreover, it is a reason why a pre-agreed fix could not be executed by the Player. The Player also does not explain why GS would have had such interest in the Player losing Match 2 if it were not because of an arrangement with the Player.

ii. The Panel's analysis and conclusions

198. Overall, the Panel finds that the majority of the arguments advanced to confirm the charges with respect to Match 1 can be repeated here in the context of Match 2.

199. Also here, GS and Mr Lescure texted each other and moved their conversations to Telegram, which suggests a conversation about illegal dealings. Their interaction coincided with screenshots of Match 2 being saved on GS's phone. Also, with respect to Match 2, GS gave instructions to one of his accomplices (LSP Karlos) to wager on the outcome of Match 2.

200. Evidence that was present with respect to Match 1 but that is lacking with respect to Match 2 are the betting slips, confirming that bets were indeed placed on the outcome of Match 2. However, the Panel does not consider this decisive, given that it follows from the conversation below between GS and LSP Karlos that the latter would place bets. Indeed, the Panel notes that GS sent one of the screenshots saved on his phone to LSP Karlos, following which the following conversation took place:

"*[…]/08/2017 – 06:23:57 – GS:*	*[Sofascore screenshot of this match]*
[…]/08/2017 – 06:24:10 – GS:	*Win […] […]*
[…]/08/2017 – 06:24:27 – GS:	*We will bet max 1000, if it brings*
[…]/08/2017 – 06:24:59 – LSP Karlos	*Ok*".

201. The allegation of the ITIA that bets were indeed placed on the outcome of Match 2 is corroborated by a conversation between GS and LSP which took place after the Player retired from Match 2:

"*[…]/08/2017 – 09:31:53 – GS:*	*Bro*
[…]/08/2017 – 09:31:58 – GS:	*In case of surrender*
[…]/08/2017 – 09:32:04 – GS:	*Does it give a win?*
[…]/08/2017 – 09:36:05 – LSP Karlos:	*Bro, not yet*
[…]/08/2017 – 09:36:35- GS:	*But, on the whole, does it refund?*".

202. The Panel finds that this conversation only makes sense in case the betting syndicate had indeed placed bets on the outcome of Match 2.

203. This also renders the fact that the Player failed in contriving the outcome of Match 2 irrelevant. The Player may well have sustained a genuine injury, as he argues, but this does not take away the fact that bets were placed on the outcome of Match 2. GS and LSP appear to have been concerned in mitigating their damages and recovering their stake from the betting operator.

204. The Panel finds that the evidence set out above, considered against the background of the afore-mentioned general evidence connecting the Player to GS and his criminal network, is sufficient to establish on a preponderance of the evidence that the Player infringed Section D.1.d of the 2017 TACP with respect to Match 2.

205. The Panel finds that the Player, by communicating his consent to fix the outcome of Match 2 to Mr Lescure, facilitated GS's betting syndicate to wager on the outcome of this match. The Player thereby infringed Section D.1.b of the 2017 TACP.

206. The Panel does not find it credible that the Player would have contrived the outcome of Match 2 without having been promised any financial compensation. Although there is no evidence establishing that the Player was remunerated for his attempt to fix Match 2, and he may indeed not have received any remuneration given that the attempt to contrive the outcome of Match 2 did not succeed, the Panel considers it more likely than not that the Player gave his consent to the fix in exchange for the promise of financial compensation, thereby soliciting money for not using his best efforts, which the Panel finds comprises an infringement of Section D.1.f of the 2017 TACP.

207. Finally, in view of the Panel's conclusion that Mr Lescure likely conveyed the Player's consent to the fix to GS, the Panel finds that the Player was approached to contrive the outcome of Match 2. Rather than reporting such approach, as the Player should have done, the Player accepted the offer. By failing to report the approach, the Player infringed Section D.2.a.i of the 2017 TACP.

208. Consequently, the Panel is satisfied on a preponderance of the evidence that the Player committed the four infringements with respect to Match 2 for which he was charged.

c. Match 3 (charges for Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2018 TACP)

209. The charges at stake with respect to Match 3 are the same as with respect to Match 1 and 2. The relevant sections of the TACP are therefore not repeated.

i. The arguments of the Parties

210. The ITIA relies on the following pieces of evidence with respect to these charges:

i) The existence of screenshots;
ii) Specific and accurate instructions from GS;
iii) Suspicious communication between GS and Mr Lescure.

211. According to the ITIA, a week before Match 3 was played on […] May 2028, Mr Lescure sent GS a WhatsApp message, indicating "*I play doubles with Bensouss*". The first tournament

after this message where the Player played was the tournament of Match 3, where he played together with Mr Lescure.

212. The couple played two matches together in this tournament. The Player is not charged for the first match, although the ITIA indicates that "*there are also indications that GS fixed or had intentions to fix both matches*". The reason for not charging the Player with respect to the first match is because GS retracted his instruction to place bets on this match.

213. The ITIA is however of the view that the charges with respect to the second match of the couple in this tournament (Match 3) are made out. On the morning of Match 3 and until 30 minutes before the start, GS and Mr Lescure engaged in communication, both by text messages as well as calls. The calls at 12:14 and 12:16 occurred just seconds before the instructions of GS to Mr Martirosyan and LSP at respectively 12:17 and 12:18. GS also saved two screenshots from betting websites showing Match 3 at 12:16.

214. According to the ITIA, GS's instructions to bet on a loss of Mr Lescure and the Player in the […] set was correct, as the […] set was lost […].

215. The AHO suggests that the evidence for Match 3 must be assessed in conjunction with Match 4 and the doubles match played together by Mr Lescure and the Player earlier in the week. As to Match 4, Mr Lescure admitted that he and the Player had fixed the match together. The ITIA submits that a life ban was imposed on Mr Lescure by an AHO. While Mr Lescure did not admit to fixing Match 3, he was charged for contriving the outcome of Match 3 and this charge was upheld by the AHO.

216. The ITIA submits that the Player, in collaboration with Mr Lescure, made an agreement with GS and attempted to contrive the outcome, or an aspect of, Match 3 in breach of Section D.1.d of the 2018 TACP. It is more likely than not that the Player had been contacted directly or indirectly by GS with a view to fixing Match 3. In doing so, the Player breached also both Section D.1.b and D.1.f of the 2018 TACP. Additionally, the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2018 TACP.

217. The Player maintains that the ITIA contradicts itself in accepting Mr Lescure's statements as credible, but in not accepting Mr Lescure's statements when he states that he was not involved in fixing Match 3. In any event, several elements seem to point to Mr Lescure's involvement in fixing Match 3, but there is no evidence suggesting that the Player was informed of or participated in the fixing of Match 3. Given that the Player was not involved in contriving the outcome of Match 4, no inferences may be drawn therefrom with respect to Match 3.

218. With respect to the Player's arguments, the ITIA maintains that the Player, beyond asserting that the fix for Match 4 is not proven, he advances no argument regarding Match 3. According to the ITIA, there is plainly enough evidence that Matches 3 and 4 were fixed with the Player's involvement.

ii. The Panel's analysis and conclusions

219. Overall, the Panel finds that the majority of the arguments advanced to confirm the charges with respect to Match 1 and 2 can be repeated here in the context of Match 3.

220. Also here, given that it is established that Mr Lescure acted as an intermediary to convince tennis players to fix a match for GS's purposes, it is the Panel's view that the exchange between Mr Lescure and GS, informing the latter that he will *"play the double"* with the Player is more than suspicious. This suspicion can only be strengthened by the fact that GS and Mr Lescure texted each other again, shortly before the relevant match. Unlike with respect to Matches 1 and 2, Mr Lescure and GS did not move their conversation to Telegram this time.

221. The Panel however finds that the temporal nexus between the telephone calls between Mr Lescure and GS on the one hand and GS's instructions to accomplices Mr Martirosyan and LSP is so strong that it is very likely that they were connected and concerned contriving the outcome of Match 3. This link is further strengthened by the fact that GS forwarded screenshots from betting websites to his accomplices. The instructions to Mr Martirosyan and LSP respectively are themselves, in the opinion of the Panel, also clearly indicative of contriving the outcome of the […] set of Match 3:

"*[…]/05/2018 – 12:16:40 – GS:*	*[Screenshot of this match]*
[…]/05/2018 – 12:17:00 – GS:	*[…] set: win […]/[…]*
[…]/05/2018 – 12:17:09 – AM:	*Ok*".

"*[…]/05/2018 – 12:18:46 – GS:*	*[Screenshot of this match]*
[…]/05/2018 – 12:18:50 – GS:	*[…] set: win […]/[…]*".

222. The phone calls between GS and Mr Lescure also resumed just one hour after the end of Match 3.

223. The Panel notes that Mr Lescure does not appear to have denied fixing Match 3. Rather, it appears from the AHO decision in his case that he "*did not think he had fixed this match*", which suggests a failure to recollect, rather than a firm denial. The AHO considered as follows with respect to Mr Lescure (mistakenly referring to Telegram, as the messages exchanged were text messages):

> "*Although the player did not think he had fixed this match, I think he is wrong as the evidence is very strong. Sargsyan speaks to the player on Telegram just before the match starts and within a couple of minutes he is telling his associates to bet on the Player's opponents winning the […] set. There are a series of calls on Telegram with Sargsyan shortly before the match. In accordance with the terms of the bets arranged by Mr Sargsyan with third parties, Mr […] and Mr […] (the opponents) did in fact win the […] set. In the […] set* [Mr Lescure] *lost both of his service games, conceding one double fault in the […] and two double faults in the […]. The evidence is very strong on this charge and I find it proved".*

224. The Panel finds that the evidence set out above, considered against the background of the afore-mentioned general evidence connecting the Player to GS and his criminal network, is sufficient to establish on a preponderance of the evidence that the Player infringed Section D.1.d of the 2018 TACP with respect to Match 3.

225. The Panel finds that the Player, by directly or indirectly communicating his consent to fix the outcome of Match 3 to GS, facilitated GS's betting syndicate to wager on the outcome of this

match. The Player thereby infringed Section D.1.b of the 2018 TACP.

226. The Panel does not find it credible that the Player would have contrived the outcome of Match 3 without having been promised any financial compensation. Although there is no evidence establishing that the Player was remunerated for his attempt to fix Match 3, the Panel considers it more likely than not that the Player gave his consent to the fix in exchange for the promise of financial compensation, thereby soliciting money for not using his best efforts, which the Panel finds comprises an infringement of Section D.1.f of the 2018 TACP.

227. Finally, in view of the Panel's conclusion that Mr Lescure likely conveyed the Player's consent to the fix to GS, the Panel finds that the Player was approached to contrive the outcome of Match 3. Rather than reporting such approach, as the Player should have done, the Player accepted the offer. By failing to report the approach, the Player infringed Section D.2.a.i of the 2018 TACP.

228. Consequently, the Panel is satisfied on a preponderance of the evidence that the Player committed the four infringements with respect to Match 3 for which he was charged.

d. Match 4 (charges for Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2018 TACP)

229. The charges at stake with respect to Match 4 are the same as with respect to Match 1, 2 and 3. The relevant sections of the TACP are therefore not repeated.

i. The arguments of the Parties

230. The ITIA relies on the following pieces of evidence with respect to these charges:

i) The existence of screenshots related to Match 4;
ii) Specific and accurate instructions from GS;
iii) Suspicious communication between GS and Mr Lescure;
iv) The admissions of Mr Lescure.

231. According to the ITIA, in an interview with the French authorities on 15 January 2019, Mr Lescure confirmed that Match 4 was fixed in cooperation with the Player. Mr Lescure also confirmed the fixing of Match 4 in the ITIA proceedings that were initiated against him.

232. Furthermore, in the hours before Match 4, Mr Lescure engaged in communication with GS by means of various calls. Also, in the morning of Match 4, GS visited a betting website showing odd comparisons for this match, and again later in the afternoon. In the afternoon before the Match, GS also saved screenshots from betting websites showing Match 4.

233. GS sent a screenshot concerning Match 4 to his accomplice AM. The exact same instructions, but without the screenshot, were also sent to accomplices LSP and VZG. The instructions turned out to be correct, given that the Player and Mr Lescure lost the match with a score of […] in sets and they lost the […] set with the score […].

234. The ITIA maintains that the manipulation of a single service game can, in principle, be executed by one player, i.e., the server alone. By contrast, delivering a predetermined set score ([…] in the […] set) requires both players of the doubles team to ensure a high probability of achieving the instructed outcome.

235. The ITIA submits that the Player, in collaboration with Mr Lescure, made an agreement with GS and attempted to contrive the outcome, or an aspect of, Match 4 in breach of Section D.1.d of the 2018 TACP. It is more likely than not that the Player had been contacted directly or indirectly by GS with a view to fixing Match 4. In doing so, the Player breached also both Section D.1.b and D.1.f of the 2018 TACP. Additionally, the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2018 TACP.

236. The Player merely reiterates his argument that it was practically impossible for him to have received the amount of EUR 1,000 in cash from GS. According to the Player, this calls into question all the allegations made by Mr Lescure, on which all the alleged offences are based.

237. The ITIA disagrees with the Player's argument, but in any event reiterates that the Player simply ignores the other evidence. The ITIA sees no grounds to consider Mr Lescure's statements as false. Even assuming that the Player did not receive the EUR 1,000 because of GS's arrest, it remains entirely plausible – and more likely than not – that Mr Lescure was both correct in stating that Match 4 was fixed, in asserting that the Player participated and even that an agreement for an amount of EUR 1,000 was reached.

ii. The Panel's analysis and conclusions

238. Overall, the Panel finds that the majority of the arguments advanced to confirm the charges with respect to Match 1, 2 and 3 can be repeated here in the context of Match 4 as well.

239. Unlike with respect to Matches 1, 2 and 3, GS and Mr Lescure did not text each other before Match 4, but several calls and missed calls were registered between them in the morning and afternoon of Match 4.

240. Also here, GS visited a betting website showing odds comparisons for this match before and during Match 4. GS also saved three screenshots before, and two more during Match 4. Like with respect to Match 1, 2 and 3, before the commencement of the match, GS sent a screenshot of a betting website to his accomplices with the instruction to place bets. This time to his accomplices SM, Mr Grigor Sarkisov and LSP, respectively as follows:

"*[…]/06/2018 – 15:08:42 – GS* *[Screenshot of this match]*
[…]/06/2018 – 15:09:27 – GS *Win […]/[…] […] + […] set: […]*"

"*[…]/06/2018 – 17:33:40 – GS* *Win […]/[…] […] + […] set: […]*"

"*[…]/06/2018 – 17:33:45 – GS* *Win […]/[…] […] + […] set: […]*".

241. The phone calls between GS and Mr Lescure also resumed just one hour after the end of Match 4. The temporal nexus between the phone calls before and after Match 4, combined with the betting instructions issued to his accomplices by GS about Match 4, strongly suggests a link between these events and about contriving the outcome of Match 4.

242. Although not necessary to come to the conclusion that Match 4 was fixed, the Panel finds that a strong element pointing in favour of Match 4 having been contrived is that Mr Lescure and the Player indeed lost the match with a score in sets of […] and a […] set score of […]. Accordingly, GS instructions to his accomplices were correct and the match fixing succeeded.

243. The Panel agrees with the submissions of the ITIA that it is more likely than not that the Player was also involved in the fix. Although the possibility cannot be excluded with 100% certainty, the Panel finds it highly unlikely that Mr Lescure would have been able to influence the outcome of the match by himself without the assistance of the Player, to such an extent that he could have ensured a precise outcome of a set score of […] in their disadvantage in the […] set.

244. Above all, unlike with respect to Match 3, Mr Lescure admitted having contrived the outcome of Match 4. As explained *supra*, the Panel can reasonably question the evidence of Mr Lescure that the Player was paid EUR 1,000 in cash for contriving the outcome of Match 4, but this does not impact on the overall credibility of Mr Lescure's evidence.

245. Also with respect to Match 4, the Panel finds that the evidence set out above, considered against the background of the afore-mentioned general evidence connecting the Player to GS and his criminal network, is sufficient to establish on a preponderance of the evidence that the Player infringed Section D.1.d of the 2018 TACP with respect to Match 4.

246. The Panel also finds that the Player, by directly or indirectly communicating his consent to fix the outcome of Match 4 to GS, facilitated GS's betting syndicate to wager on the outcome of this match. The Player thereby infringed Section D.1.b of the 2018 TACP.

247. The Panel does not find it credible that the Player would have contrived the outcome of Match 4 without having been promised any financial compensation. Although there is no evidence establishing that the Player was remunerated for his attempt to fix Match 4, the Panel considers it more likely than not that the Player gave his consent to the fix in exchange for the promise of financial compensation, thereby soliciting money for not using his best efforts, which the Panel finds comprises an infringement of Section D.1.f of the 2018 TACP.

248. Finally, in view of the Panel's conclusion that Mr Lescure likely conveyed the Player's consent to the fix to GS, the Panel finds that the Player was approached to contrive the outcome of Match 4. Rather than reporting such approach, as the Player should have done, the Player accepted the offer. By failing to report the approach, the Player infringed Section D.2.a.i of the 2018 TACP.

e. Match 5 (charge for Section D.2.a.i of the 2017 TACP)

i. The arguments of the Parties

249. According to the ITIA, GS saved screenshots of several betting or scoring websites on his phone showing Match 5. A conversation between GS and accomplice "[…]" was uncovered on GS's phone referring to arrangements for specific breaks in the […] and […] set of the match, following which the arrangements were cancelled.

250. The ITIA submits that the conversation between GS and "[…]" clearly refers to Match 5 and the Player. The phone number of "[…]" can be allocated to former […] tennis player Mr […], who is also a contact in one of the Player's WhatsApp groups, as well as on Instagram and Facebook. "[…]" was already in contact with GS about fixing tennis matches two weeks before Match 5.

251. According to the ITIA, it is evident that the Player was approached by Mr […] with a request to contrive elements of Match 5, which the Player declined. The ITIA submits that there is no plausible explanation for why Mr […] would take the initiative to contact GS regarding the fixing of Match 5 involving the Player, without also contacting the Player directly, only to later inform GS with the remark "*not this time*".

252. On this basis, the ITIA submits that the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2017 TACP, which charge was also upheld by the AHO in the Appealed Decision.

253. According to the Player, the reference in the text messages between GS and Mr […] to "*Samuel Benssau*" does not refer to him as this is not his name. The Player further confirms that Mr […] is indeed a contact of him, but that he does not know anyone names "[…]". The Player further suggests that the WhatsApp group in which Mr […] features was created by a common contact, as they were members of the same tennis club.

254. According to the Player, it appears from the relevant text messages exchanged between GS and "[…]" that GS was interested in Match 5, but that they did not go any further. No indication is made that "[…]" would ask the Player. According to the Player, the evidence is insufficient and too subjective. There is no evidence of any communication between Mr […] and the Player. The Player categorically denies having fixed Match 5.

255. In response to the Player's arguments, the ITIA submits that the messages cite "*Samuel Benssau…*", including the ellipsis ("…") and also mention French player competing in a doubles match in […] on the date of the conversation, precisely matching the Player's nationality and playing schedule. Also, GS saved screenshots of Match 5 on his phone. No other player fits this description.

256. As to the Player's argument that he does not know any "[…]", the ITIA considers this unconvincing. The name "[…]" is linked with a phone number, which the ITIA has attributed to Mr […]. The same phone number appears in the Player's phone in a WhatsApp group. It is therefore evident that they are one and the same person.

ii. The Panel's analysis and conclusions

257. Overall, the Panel finds that the majority of the arguments advanced to confirm the charges with respect to Match 1, 2, 3 and 4 can be repeated here in the context of Match 5 as well.

258. Unlike with respect to Match 1, 2, 3 and 4, GS did not engage in any interaction with Mr Lescure before, during or after Match 5, but he engaged in similar interaction with a contact referred to in GS's phone as "[…]":

"[…]/09/2017 – 11:22:56 – […]:	*I have work for you*
[…]/09/2017 – 11:23:01 – GS:	*Very good*
[…]/09/2017 – 11:23:03 – GS:	*Tell me*
[…]/09/2017 – 11:23:05 – […]:	*Yes and you?*
[…]/09/2017 – 11:23:12 – GS:	*Very good*
[…]/09/2017 – 11:23:19 – […]:	*Doubles, future in […]*
[…]/09/2017 – 11:23:35 – GS:	*[…]?*

[…]/09/2017 – 11:23:45 – […]:	*French*
[…]/09/2017 – 11:23:58 – GS:	*One min I'll check*
[…]/09/2017 – 11:24:16 – […]:	*Samuel Benssau...*
[…]/09/2017 – 11:24:33 – GS:	*1 know already the info*
[…]/09/2017 – 11:24:48 – […]:	*Send me the name…*
[…]/09/2017 – 11:25:27 – GS:	*Friend this info not good*
[…]/09/2017 – 11:25:32 – GS:	*I know*
[…]/09/2017 – 11:25:50 – […]:	*Why?*
[…]/09/2017 – 11:26:25 – GS:	*People*
[…]/09/2017 – 11:26:27 – GS:	*Know*
[…]/09/2017 – 11:27:43 – […]:	*Maybe one break?*
[…]/09/2017 – 11:29:41 – GS:	*[…] set : […] break > 400 + 200*
[…]/09/2017 – 11:30:42 – […]:	*Only […] set?*
[…]/09/2017 – 11:31:15 – GS:	*In […] set : […] service game break > 400+200*
[…]/09/2017 – 11:31:40 – […]:	*Euro or Dollar?*
[…]/09/2017 – 11:31:46 – GS:	*€ ....*
[…]/09/2017 – 11:32:01 – […]:	*Okey, 200 it's for me?*
[…]/09/2017 – 11:32:05 – GS:	*Yes*
[…]/09/2017 – 11:32:06 – GS:	*Yes*
[…]/09/2017 – 11:32:13– […]:	*Okey I'll ask*
[…]/09/2017 – 11:32:16 – GS:	*Ok*
[…]/09/2017 – 11:49:59 – […]:	*Not this time, maybe next matches*
[…]/09/2017 – 11:50:06 – GS:	*Ok*
[…]/09/2017 – 11:50:19 – GS:	*Thx".*

259. The Panel finds that the ITIA provided compelling evidence establishing that "[…]", the name allocated to a phone number saved in GS's phone can be allocated to Mr […], a former […] tennis player. The Panel considers this compelling because the same telephone number featured in a WhatsApp group in the Player's phone.

260. The Panel finds that it clearly transpires from this conversation that Mr […] approached GS with a proposal to contrive the outcome of Match 5, which presupposes direct contact with the Player. Indeed, Mr […] directly refers to a contact with "*Samuel Benssau…*", a French player, who would play doubles in a futures tournament in […]. The Panel has no doubt that this is a reference to the Player, as all these elements coincide with the Player's appearance in a doubles tennis tournament in […] later that day.

261. It also derives from the match fixing attempt that it was eventually not followed through. Mr […] indicated that he would ask, which the Panel finds can only reasonably be interpreted as a suggestion that he would ask the Player. However, because the Player apparently refused to engage in the fix, Mr […] informed GS "[n]*ot this time, maybe next matches*".

262. Although the Panel finds that the Player should be credited for his refusal to contrive the outcome of Match 5, at the same time, the Panel finds that this interaction between Mr […] and GS suggests that the Player was indeed approached with the proposal to contrive the outcome of a tennis match.

263. Furthermore, also here, GS saved screenshots of several betting or scoring websites on his

phone.

264. In view of the conclusion that the fix was cancelled, the Panel does not consider it surprising that no instructions were given by GS to his accomplices with respect to the placing of bets.

265. Finally, in view of the Panel's conclusion that Mr […] likely conveyed the Player's refusal to the fix to GS, the Panel finds that the Player was approached to contrive the outcome of Match 5. Rather than reporting such approach, as the Player should have done, the Player refused the offer. By failing to report the approach, the Player infringed Section D.2.a.i of the 2017 TACP.

f. Match 6 (charge of Section D.2.a.i of the 2017 TACP)

266. The procedural context of this match deviates from that of Matches 1-5, because unlike with respect to Matches 1-5, the AHO ruled in the Appealed Decision that the charge against the Player with respect to Match 6 was not made out. It is therefore not the Player but the ITIA that is challenging the AHO's ruling with respect to this match. This however does not have any consequences for the Panel's assessment of the charges with respect to Match 6. The burden and standard of proof remain the same.

i. The arguments of the Parties

267. The ITIA relies on the following pieces of evidence with respect to these charges:

i) Admissions by Mr Lescure that the Player collaborated with GS, including one instance involving both players;
ii) Messages between GS and Mr Inzerillo confirming cooperation among GS, Mr Lescure, and the Player;
iii) A conversation on the day of Match 6 in which GS and Mr Lescure discussed a break in play;
iv) Screenshots of Match 6 saved on GS's device;
v) An enquiry by GS to his associate Mr […] as to whether Match 6 was listed at a betting shop;
vi) Detailed, conditional betting instructions concerning Match 6 issued by GS to his accomplices "LSP" and "LSP Karlos";
vii) GS's explanation of the underlying arrangement to "LSP";
viii) Proof that GS's network had previously made comparable in-match decisions when fixing matches;
ix) Match 6 was listed in the Belgian criminal file.

268. According to the ITIA, GS saved screenshots of several betting or scoring websites on his phone showing Match 6. Three screenshots were saved before the match, and three during the match.

269. GS sent a screenshot concerning Match 6 to his accomplices LSP and LSP Karlos. Unlike with respect to Match 1, 2, 3 and 4, GS did not instruct his accomplices to bet on a certain outcome, but he indicated that "*at the end of the* […] *set he will tell*". Four minutes into the […] set, GS cancelled the instructions. GS also discussed Match 6 with accomplice "[…]".

270. The Player indicated before the AHO that players have no access to their mobile phones during

matches, so that he was not able to communicate a confirmation after the […] set. In this respect, the ITIA argues that it would have been possible for the Player to convey a sign or message – through another individual, such as a tennis player in GS's network – confirming that he would not follow through with GS's proposal. It is less likely – as suggested by the AHO – that it was GS's plan to approach the Player at that moment to discuss for the first time such a specific proposal. According to the ITIA, the only logical explanation is that the Player first received an offer for Match 6 beforehand, agreed to decide during Match 6 and then communicated his refusal to an individual associated with GS.

271. According to the ITIA, there is evidence showing that in some instances other tennis players were present courtside to obtain updates directly from those on the court and to relay information to GS.

272. Furthermore, in the hours before Match 6, Mr Lescure engaged in communication with GS by means of text messages and calls. Mr Lescure was aware of the Player's involvement with GS, and the ITIA submits that it is likely that Mr Lescure was an intermediary for the Player.

273. The ITIA also submits that the Belgian criminal file shows 375 tennis matches for which the Belgian investigators found significant clues they had been manipulated. Match 6 was one of these 375 matches.

274. The ITIA further indicates that Match 6 was a singles match. Therefore, one of the two players had to have been involved in the fix. Given the messages between GS and Mr Inzerillo confirming cooperations among GS, Mr Lescure and the Player, it is more likely than not that the Player was involved (rather than Mr […]).

275. On the basis of the above, the ITIA submits that the Player failed to report the corrupt approach made to him, as per Section D.2.a.i of the 2017 TACP. The Player was required to report that information to the ITIA at the relevant time. However, he opted not to do so and that failure was a clear breach of Section D.2.a.i of the 2017 TACP.

276. The Player argues that his opponent in Match 6 was a […] player who was clearly less skilled than the Player, and that he therefore won the match honourably. The messages relied upon as evidence by the ITIA were exchanged during Match 6, so that the confirmation referred to could not have come from the Player. There was no time-out between the […] and […] sets and players do not have access to their phones during matches. The Player also argues that "*LSP*" and "*LSP Karlos*" have not been identified and that therefore no link between them and himself could be established.

ii. The Panel's analysis and conclusions

277. Overall, the Panel finds that the majority of the arguments advanced to confirm the charges with respect to Match 1, 2, 3, 4 and 5 can be repeated here in the context of Match 6 as well.

278. Like with respect to Match 1, 2, 3 and 4, also here GS engaged in communication with Mr Lescure, where GS suggested to take the conversation to Telegram:

"*[…]/09/2017 – 10:09:37 – GS:* *Missed voice call*
[…]/09/2017 – 10:10:41 – GS: *Tele*

[…]/09/2017 – 10:12:08 – GS:	*1k: 1 break*
[…]/09/2017 – 10:12:21 – LESCURE:	*Lol*
[…]/09/2017 – 10:12:29 – LESCURE:	*Why didn't you send it to me, lol?*
[…]/09/2017 – 10:12:37 – GS:	*Yes*
[…]/09/2017 – 10:19:14 – GS:	*Missed voice call*".

279. Considering the practice established with respect to Matches 1, 2, 3 and 4, the Panel considers it more likely than not that this conversation concerned Match 6. This is not only based on the historical connections established with respect to the previous matches that were considered to be contrived, but also because this conversation took place on the morning of Match 6 and because the conversations likely concerned match fixing (reference is made to money and a break, as well as a suggestion to discuss the matter further on Telegram).

280. Like with Matches 1-5, GS saved screenshots with betting odds with respect to Match 6 on his mobile phone.

281. The most compelling evidence with respect to Match 6 are the conversations between GS and LSP and LSP Karlos, which respectively provide as follows:

"*[…]/09/2017 – 12:29:40 – GS:*	*[Sofascore screenshot of this match]*
…	
[…]/09/2017 – 13:43:08 – GS:	*Bensoussan will lose the […] serve of the […] set. But I will confirm at the end of the […] set.*
[…]/09/2017 – 14:18:06 – GS:	*Cancelled*
[…]/09/2017 – 14:18:20 – LSP KARLOS:	*Ok*
[…]/09/2017 – 14:39:57 – LSP KARLOS:	*:)*
[…]/09/2017 – 14:40:12 – GS:	*They're whores".*

"*[…]/09/2017 - 12:29:47 - GS:*	*[Sofascore screenshot of this match]*
…	
[…]/09/2017 - 13:41:23 - GS:	*Available?*
[…]/09/2017 - 13:41:32 - LSP:	*Wait a minute*
[…]/09/2017 - 13:41:39 - GS:	*Bro, you're offline today))*
[…]/09/2017 - 13:41:40 - LSP:	*Tell me, tell me*
[…]/09/2017 - 13:42:09 - GS:	*For Bensoussan, they will give […] serve of […] set. But I will confirm at the end of the […] set.*
[…]/09/2017 - 13:42:43 - GS:	*Bro, isn't […] there?*
[…]/09/2017 - 13:42:58 - GS:	*He came*
[…]/09/2017 - 13:43:05 - LSP:	*Ok*
[…]/09/2017 - 14:06:48 - LSP:	*So?*
[…]/09/2017 - 14:06:53 - GS:	*Wait*
[…]/09/2017 - 14:07:04 - GS:	*He will tell at the end of the […] set*
[…]/09/2017 - 14:08:47 - LSP:	*It's the end*

[…]/09/2017 - 14:08:50 - LSP:	*??*
[…]/09/2017 - 14:09:03 - GS:	*Bro, he must go rest*
[…]/09/2017 - 14:09:09 - GS:	*There, before he tells*
[…]/09/2017 - 14:09:12 - GS:	*So you wait*
[…]/09/2017 - 14:09:13 - LSP:	*Ok*
[…]/09/2017 - 14:17:30 - GS:	*Cancelled*
[…]/09/2017 - 14:17:52 - LSP:	*Ok*".

282. On the basis of this evidence, the Panel is convinced that there were concrete plans to contrive the outcome of an element of Match 6. The conversation took place on the afternoon of Match 6. Reference is explicitly made to the Player's name and that he would lose the […] serve of the […] set. The Panel does not consider it pertinent that the identity of "*LSP*" and "*LSP Karlos*" is revealed. They are merely relevant in demonstrating that GS sent instructions to accomplices in order to possibly place bets. The Panel finds that it arises from all the evidence produced on file that they are accomplices of GS. No direct contact between the Player and LSP or LSP Karlos is required.

283. The Panel finds that such confidence would be illogical if there had not been any previous contact between GS's criminal network and the Player. Indeed, it can be inferred from these conversations that the Player would indicate at the end of the […] set if he would indeed contrive the outcome of his […] service game of the […] set. Based on the conversation, it can be inferred that the Player somehow communicated that he would not proceed with the fix, as a consequence of which the betting instructions of GS to his accomplices were cancelled.

284. The Panel carefully considered the reasoning of the AHO in the Appealed Decision, the core of which provides as follows:

> "*In fact, looking at the time of the messages that were sent by GS, the AHO notes that the betting instructions were sent after the start of the match, which is why GS informed his accomplices that he would 'confirm at the end of the* […] *set'. GS then 'cancelled' his instructions at the end of the* […] *set. In light of such timing, the AHO considers that it is possible that the fix was cancelled by GS precisely because he was unable to enter in contact with the Player during the match. Consequently, it is just as likely than not that the Player was not solicited or approached by GS to lose the* […] *service game of the* […] *set".*

285. The Panel considers it significantly more likely that the Player was already approached by GS's network to lose the […] service game of the […] set before Match 6, but that it had been agreed upon that the Player would communicate his consent at the end of the […] set, rather than that the Player would somehow have to be approached with a proposal to fix this specific service game for the first time at the end of set […]. The latter possibility is considered unlikely, because it is practically impossible or at least very difficult to engage into a private conversation with a tennis player during a match, […]. The former possibility is, in the view of the Panel, entirely logical and legitimate. The Panel considers that there are multiple ways in which the Player could have communicated "yes" or "no" to one of GS's accomplices. The Player may well have been awaiting the circumstances of Match 6, before deciding whether or not to proceed with the fix. In fact, the Player's argument that, Mr […], his opponent in

Match 6 was clearly less skilled than the Player could provide a sensible explanation as to why the Player called off the fix, as he may have felt that he was superior over his opponent to such an extent that it may have looked suspicious if he would lose the […] service game in the […] set.

286. The Panel accepts that the Player somehow communicated his decision not to proceed with the fix to GS's criminal network and that GS subsequently informed LSP and LSP Karlos that the instructions were cancelled.

287. On the basis of all the above, the Panel finds that the Player was approached to contrive the outcome of Match 6. Rather than reporting such approach, as the Player should have done, the Player seriously considered the offer but finally decided to refuse. By failing to report the approach, the Player infringed Section D.2.a.i of the 2017 TACP.

g. The conclusion with respect to the Charges filed by the ITIA

288. The Panel has assessed the evidence with respect to each of the 18 individual charges. While the Panel finds that each charge is made out on the basis of the evidence on file, the fact that the Panel has found the Player to be engaged in match fixing in the context of one charge is inevitably relevant to the wider assessment and therefore reinforces the evidence with respect to the other charges.

289. Having considered all the charges and evidence filed by the ITIA against the Player, the Panel, on a preponderance of the evidence, finds that all charges lodged have been made out. The Panel finds that the Player committed all 18 charges that were filed against him.

G. The Sanctions to be imposed

290. Having determined that the Player infringed Sections D.1.b, D.1.d and D.1.f with respect to Matches 1, 2, 3 and 4, as well as Section D.2.a.i of the of the 2017 or 2018 TACP in relation to Matches 1, 2, 3, 4, 5 and 6, the Panel now proceeds to determine the appropriate sanctions.

291. By means of the Appealed Decision, the Player was declared ineligible from participation in any sanctioned events for a period of 1 year and 11 months and a fine of USD 12,000 was imposed on him.

292. The ITIA requests the imposition of a 6-year and 6-month period of ineligibility, a fine of USD 20,000 and a repayment of USD 1,000 for corrupt payments, whereas the Player seeks to be exonerated of all the charges filed against him and that no sanctions be imposed on him.

293. On this basis, while formally constituting two separate infringements, the Panel finds that they are to be treated as one infringement for the purposes of sanctioning.

294. With respect to sanctioning, Section H.1.a of the 2024 TACP provides as follows:

> "*1. Except as provided in Sections F.5., F.6., and F.7., the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:*
>
> *a. With respect to any Player, (i) a fine of up to $250,000 plus an amount*

> *equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1, clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c".*

295. Section H.1.a of the 2024 TACP does not materially differ from its equivalent in the 2017 or 2018 TACP.

296. Accordingly, the infringements of Section D.1.b and D.2.a.i of the 2024 TACP allow for the sanctions under lit. i) ("*a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received* […]") and under lit. ii) ("*ineligibility* […] *for a period of up to three years* […]") to be imposed.

297. Conversely, the infringements of Sections D.1.d and D.1.f of the 2024 TACP allow for the sanctions under lit. i) ("*a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received* […]") and under lit. iii) ("*ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility* […]").

298. With the implementation of the 2024 TACP, the ITIA issued a set of Sanctioning Guidelines for cases under the TACP. The preface of the 2024 Sanctioning Guidelines provides as follows:

> "*The guidelines are a reference tool for AHOs which aim to provide a framework to support fairness and consistency in sanctioning across the sport. The guidelines are not binding on AHOs but set out principles and various indicators and factors which AHOs may consider appropriate to take into account in their decision making. AHOs retain full discretion in relation to the sanctions to be imposed in accordance with the TACP and may apply or depart from the guidelines in accordance with the circumstances of the case. For the avoidance of doubt, an AHOs departure from the guidelines is not a valid ground for an appeal".*

299. The Panel observes that the ITIA relies on the Sanctioning Guidelines to justify a higher sanction than imposed in the Appealed Decision. The Player does not object to the application but does not rely on the Sanctioning Guidelines as such given that he objects to any sanction being imposed on him. The Player's argument is that he should be exonerated in full and does not raise any subsidiary arguments on the basis of which the sanctions imposed on him by means of the Appealed Decision should be reduced.

300. The Panel finds that the 2026 Sanctioning Guidelines are a helpful tool in imposing an appropriate sanction, particularly considering that the maximum sanctions that may be imposed on the Player on the basis of the 2017/2018 TACP and the 2024 TACP are the same.

301. The TACP Sanctioning Guidelines set forth a 5-phase process:

1. Determining the offence category;

2. Starting point and category range;
3. Reduction for early admissions;
4. Consider any other factors which may merit a reduction, such as Substantial Assistance to the ITIA;
5. Set the amount of the fine (if any).

a. Determining the offense category (phase 1)

302. The 2026 Sanctioning Guidelines provide for three categories of culpability (high (A), medium (B) and lesser (C)) and three categories of impact (1, 2 and 3). Various criteria are listed that allow determining the appropriate category in a specific case.

303. In the Appealed Decision, the AHO held that the Player's category of culpability was medium (B) and that the category of impact stood between 2 and 3.

304. The AHO maintains that the Player's category of culpability sits between high (A) and medium (B) and that the category of impact sits between 1 and 2.

i. Culpability

305. Commencing with the category of culpability, the Panel notes that the distinguishing features depend on i) the level of planning or premeditation (high, some, or little or no); ii) the extent to which the offender initiated the offences and/or whether he acted in concert with others or alone; and finally iii) the number of offences committed and/or whether the offender was coerced, intimidated or exploited.

306. As to the level of planning or premeditation, there is no evidence on file suggesting that the Player was the initiator of contriving the outcome of any aspect of Matches 1-6. To the contrary, it appears from the Player's multiple infringement of Section D.2.a.i of the 2017 and 2018 TACP that he was approached by others to engage in match fixing. Although the level of planning or premeditation appears to have been quite limited, the Panel finds, at least with respect to the infringements related to Match 4, that the Player had to lose the […] set with a score of […]. Also, with respect to Match 6, the Panel considers it established that the Player would indicate his consent to the fix after the end of the […] set. The Panel finds that this required and involved some planning or premeditation on the side of the Player. The Panel finds that this sits in the medium category of culpability.

307. As to the extent to which the Player initiated the offences and/or whether he acted in concert with others or alone, the Panel finds that there is no evidence on file suggesting that the Player initiated the offences, but that he was convinced to do so by others. It can however also not be said that the Player was acting alone. By intentionally losing matches and games, sometimes in concert with Mr Lescure, in conjunction with the suspicious bets being placed on such outcome, the Player acted in concert with others, as a consequence of which the Panel finds that in this respect the category of culpability sits in the medium category.

308. As to the number of offences committed and/or whether the offender was coerced, intimidated or exploited, the Panel finds that there is no evidence on file suggesting that the Player was coerced, intimidated or exploited. As to the number of violations, the Player

is formally found guilty of 18 offences under the TACP, which the Panel considers to be high. However, the Panel does not give much weight to each of the infringements with respect to Matches 1, 2, 3 and 4 (given that the different infringements are highly connected with one another). The Panel does consider it relevant that infringements were committed with respect to six matches, which the Panel considers to be high. The Panel further observes that the infringements occurred between August 2017 and June 2018. The Panel neither considers this period to be particularly long, nor particularly short, but highlights that these infringements allegedly stopped only with the arrest of GS. In view of these considerations, the Panel finds that the category of culpability sits between high and medium.

309. In view of these considerations, the Panel finds that the category of culpability is best classified as medium.

ii. Impact

310. Turning then to the level of impact of the Player's infringements, the Panel notes that the distinguishing features are i) whether any TACP offences were committed which do not fall under Section D.1.a, D.1.b, D.1.q or D.2; ii) whether the impact on the reputation and/or the integrity of the sport was significant, material or minor; iii) whether the Player held a position of trust/responsibility within the sport; and iv) whether the value of the illicit gain was high, material, or little or no.

311. As to whether TACP offences were committed which do not fall under Section D.1.a, D.1.b, D.1.q or D.2, the Panel recalls that four infringements of Section D.1.d and four infringements of Section D.1.f of the TACP were committed. Pursuant to a footnote to the 2026 Sanctioning Guidelines, contriving 10 matches or more should be categorised in category 1 and two matches or less as category 2, with any number in between requiring an intermediate starting point between category 1 and 2. The Panel finds that the Player's four contrived matches are therefore best categorised in between category 1 and 2, although significantly closer to category 2 than to category 1.

312. As to whether the impact on the reputation of the sport was significant, material or minor, the Panel also finds that the middle category fits the situation in the matter at hand best. The impact was not significant, but also not minor.

313. As to whether the Player held a position of trust/responsibility within the sport, the Panel finds that the Player held no position that would impose an elevated level of trust or responsibility on him compared to other players participating in professional tennis competitions.

314. As to the value of the illicit gain, the Panel notes that there is no evidence on file of any illicit gain having been obtained by the Player. Given the reasonable doubt explained *supra*, the Panel dismissed the ITIA's allegations with respect to the payment of EUR 1,000 having been received by the Player with respect to Match 4. Although the payment of this amount was not proven, it is the only indication on file giving an estimation as to the amount of money the Player may potentially have received in return for contriving the outcome of a match. The Panel considers it very likely that there was a financial consideration for the Player with respect to contriving the outcome of Matches 1, 2, 3 and 4. The Panel does not consider an amount of EUR 1,000 high. Overall, the Panel finds that

this would fall in impact category 3, i.e., little or no material gain.

315. In view of these considerations, the Panel finds that the category of impact is best classified as category 2.

iii. Conclusion

316. These findings lead the Panel to the conclusion that the Player's infringements are to be sanctioned according to the range of sanctions set forth in Category B2.

317. Pursuant to the TACP Sanctioning Guidelines, for a Category B2 offence, the range of the suspension to be imposed lies between 6 months and 5 years, with a 3-year suspension as a starting point.

b. Aggravating and/or mitigating factors (phase 2)

318. Although the completion of multiple TIPP trainings is invoked by the AHO as an aggravating factor, the Panel finds that this can hardly be seen as an aggravating factor because all players are required to pass TIPP training. The Panel finds that none of the aggravating factors explicitly listed apply in the matter at hand.

319. The Panel finds that none of the mitigating factors explicitly listed apply in the matter at hand.

320. On this basis, the Panel finds that there are no arguments as to why the default sanction applicable to a category B2 infringement is to be adjusted upward or downward.

321. Consequently, the Panel considers a period of ineligibility of 3 years to be a reasonable and fair sanction.

c. Reduction for early admissions and/or substantial assistance to the ITIA (phases 3 and 4)

322. It is not in contention that the Player has not offered any substantial assistance to the ITIA and also did not offer any admissions. There are therefore no reasons for considering a reduction.

d. Amount of the fine (phase 5)

323. Also with respect to the fine to be imposed, the TACP Sanctioning Guidelines provide for guidance:

> "*Section H.1.a(i) of the TACP allows for fines of up to $250,000 to be imposed alongside suspensions. The amount of any fine should ordinarily reflect the categorisation of the offense(s) such that, for example, offending categorised as A.1 in the table above may attract a fine at the higher end of the particular scale on the Fines Table below and, conversely, offending categorised as C.3 might attract a fine at the lower end of the particular scale (or no fine at all).*

In accordance with Section H.1.a(i) of the TACP, any fine is separate from a requirement imposed on a Covered Person to pay an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with the Corruption Offense(s). However, if the Covered Person is not separately ordered to pay an amount equal to the value of any corrupt/prohibited payments or winnings then the known or estimated level of such corrupt/prohibited payments or winnings may also be taken into account to increase the level of the fine (which may accordingly move to the top of, or even above, the relevant scale on the Fines Table below).

Conversely, the financial means of the Covered Person (including without limitation where the Covered Person is a player, coach, umpire, trainer or physiotherapist and his/her primary source of income is from participation in tennis, being prize money and sponsorship, and his/her average annual income is less than the amount of the otherwise-applicable fine) may be taken into account to reduce the level of the fine (which may accordingly move to the bottom of, or even below, the relevant scale on the Fines Table).

Number of Offenses Proven/Admitted	***Fine Scale***
1-5 Offenses	*$0 to $25,000*
5-10 Offenses	*$25,001 to $50,000*
10-15 Offenses	*$50,001 to $75,000*
15 + Offenses	*$75,000 +*

Where the Covered Person has made admissions, a portion of the fine payable may be suspended on certain conditions which should ordinarily include as a minimum there being no other Corruption Offenses committed, discovered or proven against the Covered Person for at least the period of suspension.

Timing of the admission may also be a factor: the earlier the admission, the greater the impact of that admission. Full acceptance prior to or shortly after a Notice of Offense / Major Offense may attract up to a 75% suspension of the fine".

324. Furthermore, a footnote to the Fines Table provides as follows:

"[…] *Where there is multiple offending in relation to particular matches, each match will, save for exceptional circumstances, be taken as one Offense for the purposes of the Fines Table".*

325. As determined above, the Panel finds that the Player is guilty of contriving the outcome of four matches and a failure to report two corrupt approaches. According to the ITIA, the applicable range of fines therefore lies between USD 0 and USD 25,000. From within this range, given that four matches were contrived, the ITIA seeks the imposition of a fine of USD 20,000.

326. The Panel finds that, in the absence of any arguments having been invoked by the Player or by the ITIA, there is no reason to deviate from the fine proposed by the ITIA on the basis

of the Fines Table set forth in the 2026 Sanctioning Guidelines.

327. The Panel finds it important that the Player is not only sanctioned with a period of ineligibility, but that he also suffers financial prejudice because of his violations, not least to deprive him of at least a part of the financial gain he may have obtained by engaging in match fixing related offences.

328. The Panel derived information from the Player's profile on the website of the ATP that his career earnings, singles and doubles combined, amounts to USD 59,158. Considering the considerable expenses incurred by tennis players during their careers, the Panel estimates that the Player had little to no profit throughout his career. Against this background, the Panel does not consider it appropriate to increase the fine to an amount above the fine imposed by the AHO in the Appealed Decision.

329. Accordingly, the Panel finds that it reasonable and fair to impose a fine of USD 12,000 on the Player and therefore maintains the Appealed Decision in this regard.

330. As set forth above, the Panel is not convinced to the required standard of proof that the Player earned an amount of EUR 1,000 for fixing Match 4. Accordingly, the ITIA's request that the Player be ordered to repay an amount of EUR 1,000 is dismissed.

331. Consequently, on the basis of all the above, the Panel finds it reasonable and fair that the Player is declared ineligible from Participation in any Sanctioned Event for a period of three years effective as from 23 May 2025 and ending on 22 May 2028 and that a fine of USD 12,000 is imposed on him.

XI. COSTS

(…)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Samuel Bensoussan against the decision rendered on 22 May 2025 by the Anti-Corruption Hearing Officer is dismissed.

2. The appeal filed by the International Tennis Integrity Agency against the decision rendered on 22 May 2025 by the Anti-Corruption Hearing Officer is partially upheld.

3. The operative part of the decision rendered on 22 May 2025 by the Anti-Corruption Hearing Officer is confirmed, except for paragraphs 141 and 142, which are replaced as follows:

    a. *"Mr Samuel Bensoussan is found to have committed 18 Corruption Offences under Sections D.1.d, D.1.b., D.1.f. and D.2.a.i. of the 2017 and 2018 TACP. As a result of the breaches of the 2017 and 2018 TACP, Mr Samuel Bensoussan is declared ineligible from Participation in any Sanctioned Event for a period of three years"*.

    b. "*The ordered suspension is effective on the day after the decision rendered on 22 May 2025 by the Anti-Corruption Hearing Officer, in accordance with Section F.6.h(ii) of the 2024 TACP. The suspension shall therefore commence on 23 May 2025 and end on 22 May 2028"*.

4. (…).

5. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 8 June 2026

THE COURT OF ARBITRATION FOR SPORT

André Brantjes
President of the Panel

Stéphane Bottineau
Arbitrator

Jamie Herbert
Arbitrator