

**In the matter of charges brought under the Tennis Anti-Corruption Program (2023)**

**Between**

**THE INTERNATIONAL TENNIS INTEGRITY AGENCY**

**And**

**MAXENCE BROVILLE**

**Before AHO CHARLES HOLLANDER KC**

**Decision**

1. On 24 August 2023, the International Tennis Integrity Agency ( “the ITIA”) sent a Notice of Major Offense ( “the Notice”) pursuant to section G.1.a of the 2023 version of the Tennis Anti-Corruption Program (“the TACP”) to Maxence Broville, a French professional tennis player, informing him that he was being charged with 11 alleged breaches of the TACP in relation to 7 charges in these proceedings (“the Charges”).
2. The Charges comprise of:
  - a. Two alleged breaches of section D.1.d of the 2017 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
  - b. One alleged breach of section D.1.d of the 2018 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
  - c. Two alleged breaches of section D.1.b of the 2017 TACP by contriving the outcome and/or aspects of the Events in order to facilitate betting on those Events;
  - d. One alleged breach of section D.1.b of the 2018 TACP by contriving the outcome and/or aspects of the Events in order to facilitate betting on those Events;
  - e. Two alleged breaches of section D.2.a.i of the 2017 TACP by failing to report the approaches made by an organised criminal network to contrive aspects of the Events.
  - f. One alleged breach of section D.2.a.i of the 2018 TACP by failing to report the approaches made by an organised criminal network to contrive aspects of the Events.
  - g. Two alleged breaches of section F.2.b and F.2.d of the 2022 TACP by not fully cooperating with the ITIA in their investigation.
3. A Notice of Provisional Suspension was issued by the ITIA on 20 June 2023. I dismissed M Broville’s application to revoke it on 5 September 2023.
4. The ITIA were represented by M Baert and Ms Lowis. M Broville was represented by M Banbanaste. I am grateful to counsel on both sides for their assistance.

## **Jurisdiction**

5. In order to compete in professional ITF tournaments, players must register to obtain an ITF International Player Identification Number (IPIN). When registering, players confirm their agreement to the Player Welfare Statement and to adhere to the relevant rules, which expressly include the TACP. Players endorse this Player Welfare Statement on an annual basis. M Broville last endorsed the Player Welfare Statement on 8 June 2023. Moreover, on 3 June 2022 M Broville completed the Tennis Integrity Protection Programme course (TIPP), additionally underlining that he agreed to and understands the TACP. The Player also signed the ATP Consent & Agreement document on 28 August 2022, which have to be signed before the first ATP event of each year, in which he explicitly agreed to be bound by the TACP.
6. M Broville is a French professional player with an ATP ranking of 755 (singles) and 924 (doubles) and an ITF ranking of 1426 and career-high ATP singles ranking of 708. M Broville last competed in the ITF [REDACTED] Event that took place in [REDACTED] Iran between [REDACTED] June and [REDACTED] June 2023, in which he lost in the [REDACTED] M Broville is actively playing both Singles and Doubles matches.
7. Therefore, M Broville is a Player and a Covered Person within the meaning of sections B.27 and B.10 of the TACP and bound to comply with the TACP. There was in fact no dispute as to jurisdiction.

## **Burden and standard of proof**

8. Article G.3.a of the TACP 2023 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.”*

## **The hearing**

9. An oral hearing took place remotely on 5 January 2024.

## **ITIA's case**

10. The ITIA say M Broville was involved in fixing matches in cooperation with the Armenian-Belgian criminal network affiliated with [REDACTED] [REDACTED] ([REDACTED]). This network was subject of both the Belgian Investigation and the French Investigation. M Broville was mentioned multiple times in both investigations.
11. Belgian law enforcement carried out a large-scale investigation into the actions of an Armenian-Belgian organised criminal network, which they believed, was operating to fix professional tennis matches globally. The French criminal authorities, with information from the Belgian Investigation, in turn, began to investigate a number of involved French players.

12. It was ascertained that the criminal gang is built around, on the one hand, [REDACTED] who, from Belgium, bribes professional tennis players on a worldwide scale, and on the other hand [REDACTED] [REDACTED] who, from Armenia, manages the criminal gang's finances.
13. M Broville is mentioned on a number occasions in documents and data obtained from this investigation. The ITIA infers that he was one of individuals involved in the match fixing.

### **Relevance of the Belgian investigation**

14. There is no doubt that, under the direction of [REDACTED] a major match fixing conspiracy took place. A number of individuals involved with [REDACTED] have been sanctioned by the ITIA tribunals. There is no reason to doubt the integrity of the process of the Belgian court, nor of the ITIA in putting materials before this tribunal. But it is still necessary for the ITIA to prove each of the charges alleged against M Broville to the requisite standard of proof .

### **Charges concerning the match of [REDACTED].09.2017 Egypt [REDACTED] Men's [REDACTED] [REDACTED] BROVILLE V. [REDACTED] (match 1)**

15. Concerning this match, the ITIA alleges that M Broville has committed a breach of:

- *Section D.1.d of the 2017 TACP: "No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event."*

- *Section D.1.b of the 2017 TACP: "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."*

- *Section D.2.a.i of the 2017 TACP: "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."*

16. On [REDACTED] September 2017 at [REDACTED] ([REDACTED]), prior to the commencement of this match, [REDACTED] sent an associate [REDACTED] a WhatsApp image from [REDACTED] detailing the match between M Broville and Mr [REDACTED]
17. This match commenced at [REDACTED]. At [REDACTED]. 11 minutes after commencement of this match, [REDACTED] sent a message to [REDACTED] stating: "Broville will lose [REDACTED] Break of [REDACTED] set."
18. The second set of the match commenced at [REDACTED]. M Broville lost his [REDACTED] service game of the [REDACTED] set to [REDACTED]. He double faulted on his [REDACTED] serve, this was his [REDACTED] served in the match and the only game M Broville [REDACTED] in the set; M Broville [REDACTED]

19. The ITIA say M Broville was involved in match fixing because of the comment that Broville would lose the [REDACTED] break of the [REDACTED] set (which he did). The ITIA say: why else should [REDACTED] say this, shortly after the match started? M Broville's evidence is that he did not know [REDACTED] and knew nothing of this alleged match fixing, there was nothing surprising about him losing a particular game in a match he won, or serving a double fault.
20. There is plainly an inference from [REDACTED] comments that M Broville was involved in match fixing. However, in the absence of any phone message from or to M Broville, or any evidence of money received by him, I do not regard the evidence as sufficient to prove this charge to the necessary standard of proof. This goes to all the charges for this match.
21. However, the ITIA say that if they are unable to prove this or other fixing charges, it emphasises the importance of them seeing M Broville's phone. There is plainly some evidence implicating M Broville and his phone would have shown the correct position. I return to this below.

**Charges concerning the match of [REDACTED] 09.2017, Egypt [REDACTED] Men's [REDACTED] [REDACTED] – BROVILLE/[REDACTED] v. [REDACTED] [REDACTED] (match 2)**

22. Here the ITIA alleges that M Broville has committed a breach of:

- Section D.1.d of the 2017 TACP: "No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event."

- Section D.1.b of the 2017 TACP: "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."

- Section D.2.a.i of the 2017 TACP: "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."

23. These breaches relate to a men's [REDACTED] match between M Broville and Mr [REDACTED] against Mr [REDACTED] and Mr [REDACTED] on [REDACTED] September 2017 at an [REDACTED] [REDACTED] in Egypt.
24. This match was [REDACTED] by [REDACTED] and [REDACTED] [REDACTED]
25. On [REDACTED] September 2017 at [REDACTED], [REDACTED] sent [REDACTED] a screenshot showing the match between Broville/[REDACTED] v [REDACTED] [REDACTED]
26. The match commenced at [REDACTED]. During the course of the match, at [REDACTED] [REDACTED] sent an updated image to [REDACTED] showing the score of the match as [REDACTED] in advantage of [REDACTED] [REDACTED] in the [REDACTED] set.
27. At [REDACTED] [REDACTED] informed [REDACTED] [REDACTED]  
[REDACTED] / Broville will lose the [REDACTED] set and the [REDACTED] serve of the [REDACTED] set".

28. The [REDACTED] serve (or break) is taken to mean [REDACTED] Broville's [REDACTED] service game in set [REDACTED]
29. In these messages, [REDACTED] not only predicted the exact outcome of this match, but also instructed [REDACTED] [REDACTED] as to how he should bet on this match (i.e. "Put a maximum of 2000.").
30. The second set began at [REDACTED] CET. The [REDACTED] service game for [REDACTED] / Broville was according to the scoresheet served by M Broville, who served [REDACTED] consecutive double faults and [REDACTED] the game to [REDACTED]. These were [REDACTED] served by M Broville in set [REDACTED]. His partner [REDACTED].
31. M Broville said that the scoresheet was wrong and [REDACTED]. He was sure of that. He said that he had had a dispute with his partner during the warm up and the double faults may have arisen because there was tension between them. He said it was not unusual for the umpire to make such an error as to who was serving. He denied any fixing involvement.
32. Again, I am not satisfied that the burden of proof has been satisfied given the lack of any direct evidence. There is certainly evidence that this match may have been fixed but no evidence that directly implicates M Broville.

**Charges concerning the match of [REDACTED] 01.2018, France [REDACTED] Men's [REDACTED]  
[REDACTED], BROVILLE V. [REDACTED] (match 3)**

33. Concerning this match, the ITIA alleges that M Broville has committed a breach of:
- *Section D.1.d of the 2017 TACP: "No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event."*
  - *Section D.1.b of the 2017 TACP: "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."*
  - *Section D.2.a.i of the 2017 TACP: "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."*
34. These breaches relate to a match between M Broville against [REDACTED] [REDACTED] on [REDACTED] January 2018 at an ITF [REDACTED] tournament in France. This match was won by [REDACTED] by [REDACTED]
35. On [REDACTED], a screenshot was taken and stored on [REDACTED] phone of a message exchange with [REDACTED] 'ni' (believed to be tennis player [REDACTED] [REDACTED] who was sanctioned in December 2022, receiving a life ban for 'failing to report' and 'match fixing' offences related to OP Belgium) "On att Broville" (a shortening of "on attend Broville" translated as "we wait for Broville"), to which [REDACTED] responded: "Yes".

36. Later at [REDACTED]), a second message is sent from [REDACTED] to [REDACTED] which reads "Broville confirmed the one at 2000".

37. Once again, I accept that there is some evidence of match fixing which appears to implicate M Broville. But in the absence of any direct evidence connecting M Broville with a fix, no evidence of money received, and in this case no evidence as to what the fix was, I am not prepared to hold that the charges are proved.

**Charges of non-cooperation with the investigation conducted by the ITIA.**

38. The ITIA alleges that M Broville has committed a breach of:

*- Section F.2.b of the 2022 TACP: "All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if*

*requested. Even in the case where a Covered Person is represented by a legal counsel, the Covered Person is still personally responsible for ensuring that they cooperate fully with the investigations. The Covered person shall be deemed not to have cooperated if the Covered Person's legal counsel interferes with an ITIA investigation. A Covered Person's failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person in any matter referred to an AHO."*

*- Section F.2.d of the 2022 TACP: "If the ITIA has reasonable grounds to believe that a Covered Person may have committed a Corruption Offense and that access to the following sources is necessary to assist the investigation, the ITIA may make a Demand to any Covered Person to furnish to the ITIA any object or information regarding the alleged Corruption Offense, including, without limitation."*

39. According to the evidence of Ms Karen Risby, she and her colleague Zoran Preradovic attended the [REDACTED] tournament [REDACTED] 31 October 2022. M Broville was approached by Ms Risby and Mr Preradovic, who explained that they wished to speak with him regarding suspected breaches of the TACP and requested that he bring his mobile telephones and electronic devices with him as they wished to examine them. He was escorted to the supervisor's office. He was holding an iPad and one mobile phone. Ms Risby informed him that they intended to commence the device examination immediately as this could take some time and asked him to come to the tournament at 08:30 the following day in order for Ms Risby and Mr Preradovic to interview him in good time before his match was scheduled to commence. Ms Risby handed him a Demand notice and asked if he agreed to be interviewed and to hand over his devices for examination, to which the Player replied:

*'No...my phone is private. It has my personal information on it, no you cannot look at it.'*

40. Ms Risby also asked whether he consented to be interviewed on 1 November 2022 at 08:30, which the Player also refused, saying:

*'No, what do you want to ask me about? I haven't done anything. I have already spoken to the police.'*

41. After Ms Risby explained that she wished to speak with M Broville about five suspicious matches, he refused, insisting that he would not hand over his devices, but may consider an interview when the tournament was over. Ms Risby explained that he was required to attend an interview whilst she and Mr Preradovic were present in [REDACTED]. M Broville also suggested that he might agree to be interviewed after his [REDACTED] match, but before his [REDACTED] match, the following day, which Ms Risby explained would be problematic if both of his matches were lengthy, as she expected the interview to last for up to one and a half hours. M Broville also suggested that he might consider handing over his phone at a later, unspecified, time which Mr Preradovic explained was not acceptable as he may choose to delete the phone data during that time. Ms Risby explained to M Broville his duty as a Covered Person to cooperate with ITIA investigations under the TACP, which he said he understood but had *'only ticked the box and never read the rules'*.
42. Ms Risby also explained that refusal to be interviewed and to hand over devices for examination amounted to non-cooperation under the TACP and that M Broville risked being Provisionally Suspended as a result. Ms Risby asked him a total of four times for consent to be interviewed and hand over devices for examination. After the final request, M Broville refused again and left the supervisor's office.
43. M Broville arrived at the venue around 09:30 on 1 November 2022, and immediately began practising, but did not report for an interview or hand over devices.
44. M Broville agreed he declined to provide his devices to the investigators. There was some dispute at the hearing as to whether the written demand was provided, but I accept Ms Risby's evidence that it was (M Broville originally admitted it was provided in his submissions). His evidence was that he was concerned about private information on his devices, and in any event he wished to concentrate on his match. In his application to revoke the Provisional Suspension he said:
- "At this point, Ms Risby handed Mr Broville an official demand, on which he stated that he was refusing to hand over his telephone that evening. Indeed, Mr Broville needed his telephone to speak with his trainer after the match on 31 October and before the match on 1 November. As a result, and for this legitimate professional reason, it was not possible for Mr Broville to comply with the demand the evening after his match. "*
45. M Broville was interviewed remotely by ITIA Investigators Alan Boyd and Ms Risby on 15 November 2022, during which he denied any involvement in match fixing. He was asked about his refusal to hand over his devices and to be interviewed on 31 October / 1 November 2022. He said that there were personal items on his phone, and that with his match upcoming it was not the right time.
46. As for the interview, M Broville says he was told to turn up at 0830 for interview, which he said was extremely inconvenient given his match that morning, and the investigators would not agree an alternative time because of their return to London.

## **Discussion**

47. These charges relate both to the failure to hand over electronic devices, in this instance a mobile phone, and failure to co-operate in attending interview.

48. I propose to give M Broville the benefit of the doubt on the non co-operation charge in relation to the interview. There is no absolute obligation to attend under the rules at the time specified by the ITIA and his forthcoming match provides some basis for asking to be interviewed at a different time.
49. However, the refusal to deliver up electronic devices is a very different matter.
50. Data can be deleted from electronic devices very readily and speedily. It is thus of the utmost importance that any proper request for handover of electronic devices should be complied with immediately.
51. Section F.2.d requires immediate compliance. This is of particular importance in match-fixing where the incriminating evidence is likely to be contained on electronic devices. Anything else would give the Player an opportunity to delete data.
52. As for the suggestion that there was personal data on the phone, it is relevant to cite the recent decision of AHO Parker in *ITIA v Luncanu* at para 140:

*“It may be that there are, in any particular case, special circumstances which provide a legitimate or reasonable excuse for not fully cooperating. In this case the reason relied on is not a good one in circumstances where Mr Boyd assured the Covered Person that the data which was sensitive and confidential could be securely managed. The AHO accepts the ITIA’s submission that a person with nothing to hide would have been content for the ITIA to examine the messages stored on the phone that were relevant to these charges. The Covered Person could have offered, with the assistance of the ITIA, to remove the sensitive and confidential data from his phone that he was concerned with, and then re-submit the phone to the ITIA for examination.”*

53. It is not an answer to a demand by the ITIA to hand over electronic devices for the Player to say that there is private and personal information on the phone. Otherwise the rule would be wholly worthless.
54. Subject to other defences which I deal with below, I find the charge under F.2.d proved. I find the charge under F.2.b proved to the extent that it refers to the failure to hand over electronic devices and thus overlaps with F.2.d but I find the charge relating to failure to attend interview not proved.

### **Limitation**

55. M Broville submits that the charges are time barred.

Section C.2. of the 2023 TACP states the following:

*“No action may be commenced against any Covered Person for any Corruption Offense unless such action is commenced within either*  
*(i) eight years from the date that the Corruption Offense allegedly occurred or*  
*(ii) two years after the discovery of such alleged Corruption Offense, whichever is later.”*



56. As the matches occurred less than eight years ago, no limitation issue arises.

## **Article 8**

57. M Broville argues that the ITIA has violated his right to private and family life as stipulated in Article 8 of the European Convention on Human Rights (ECHR). Furthermore, M Broville contends that the investigators from the ITIA lack the requisite public authority, within the framework of Art. 8 of the ECHR, to access telephone data. M Broville additionally alludes to “European legislation in terms of data storage” and concludes that the TACP, more specifically section F2, does not comply with European legislation.

58. In a CAS Award of 24 July 2023 in a case between the Professional Football Agents Association and the FIFA, the panel stated that Article 8 ECHR does not apply to private organisations such as FIFA (415 – 418) :

*“415. In principle, the ECHR is not applicable to private parties. As a Treaty of international law, the ECHR only applies to signatory States. Accordingly, the preamble to the ECHR states that the “High Contracting Parties [...] have the primary responsibility to secure the rights and freedoms defined in this Convention” (Council of Europe, European Convention for the Protection of Human Rights and Fundamental Freedoms, as amended by Protocols Nos. 11 and 14, 4 November 1950, Preamble, Recital 7). Article 1 ECHR also underlines that “High Contracting Parties shall secure to everyone within their jurisdiction the rights and freedoms defined in Section I of this Convention. This approach has also been followed by the CAS in previous cases, where it held that “as a matter of principle, the fundamental rights and procedural guarantees granted by international treaties for the protection of human rights are not intended to apply directly in private relations between individuals and therefore are not applicable in disciplinary cases decided by private associations” (see CAS 2011/A/2433, para. 23 ; CAS 2012/A/2862, para. 105).*

*416. In this sense, Article 8(2) ECHR specifically provides that “[t]here shall be no interference by a public authority with the exercise of this right.” The European Court of Human Rights has held that “the essential object of Article 8 is to protect the individual against arbitrary action by the public authorities (Kroon and others v. the Netherlands, 27 October 1994, no. 18535/91, para. 31).*

*417. FIFA does not qualify as a ‘public authority’ because it is not “a public-law entity [...], placed under State supervision, and with State-appointed directors, which provides a public service, holds a monopoly and enjoys an implicit State guarantee” (Libert v. France, 22 February 2018, no. 588/13, para. 38), in line with the above mentioned.*

*418. Therefore, the ECHR, and Article 8 ECHR in particular, in principle cannot be invoked by private parties against another private party, such as FIFA, in purely horizontal situations.”*

59. Even if Art 8 applied, any alleged interference stemming from the TACP is justified by the pursuit of a legitimate objective, and the measures implemented are necessary and proportionate. The legitimate objective of the ITIA is to safeguard the integrity of professional tennis worldwide, inter alia by the investigation and prosecution of individuals that are bound by the TACP. Furthermore, the activities of the ITIA are aligned with the interests of tennis players by creating a safe and fair environment for competition.
60. The Art 8 defence thus fails.

### **Conclusion**

61. Thus I find the charges under F.2.b and F.2.d proved in relation to the failure to provide electronic devices.

### **Sanction**

62. The Note to the Sentencing Guidelines provides as follows:

*“Note: The culpability and impact of a Covered Person’s failure to cooperate should ordinarily be linked to the underlying Corruption Offense(s) that the ITIA is investigating. For example, if the ITIA is investigating a relatively minor Corruption Offense which would qualify for disposition under TACP Section F.6. (no more than a six month suspension and/or \$10,000 fine), the failure to cooperate with an ITIA investigation related to that matter should ordinarily be categorized in Category 3 and receive no more than a six month suspension and/or \$10,000 fine.*

*Alternatively, if the ITIA is investigating one or more Major Offenses, then the Covered Person’s failure to cooperate with the ITIA’s investigation of those offenses should ordinarily be categorized akin to the Major Offense(s) being investigated and therefore carry a correspondingly high sanction to avoid incentivizing a Covered Person to fail to cooperate to avoid a more serious charge and sanction.”*

63. An example illustrates the point being made. A policeman stops a car driving erratically and seeks to breathalyse the driver. He refuses to be breathalysed. The punishment for refusal is normally the same as if the breathalyser had shown a positive result. Any other result would encourage non-compliance.
64. The present case provides a vivid illustration of the point. The ITIA had evidence which potentially implicated M Broville on charges of match fixing, which if proved would have led to a long ban. They made it clear they were investigating match fixing and asked for his electronic devices in order to obtain the first hand evidence which would potentially prove those charges. M Broville refused to give it and indeed the ITIA still has not seen his phone. The position is the same as in the breathalyser example and the Note to the Sanctioning Guidelines makes precisely this point.
65. It was submitted on behalf of M Broville that in France it is usual for a demand of this nature to be made by a judge or prosecutor. M Broville is a young man and the action of the investigators, speaking to him in a language which is not his own, was no doubt intimidating.

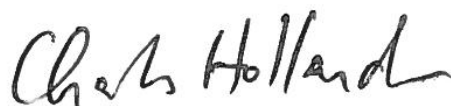
66. However, it is important that players understand they cannot get out of match fixing allegations by refusing to hand over mobile devices. Otherwise the enforcement system would entirely break down.
67. The ITIA submit an appropriate penalty is a 12-year ban and a fine of \$25000-\$50000. However that is on the basis of all the charges being proved.
68. Having taken into account the Sanctioning Guidelines, in my judgment the appropriate sanction is a 7-year ban. Given that he will in effect be deprived of his livelihood, I will limit the accompanying fine to US \$5000.

### **Disposition**

69. I conclude that:

- a. M Broville is guilty of non-cooperation under F.2.b and failure to provide his mobile devices to the ITIA under F.2.d. Those offences overlap and there will be a single sanction.
- b. All other charges are dismissed.
- c. The sanction will be a ban of 7 years and a fine of US\$5000. Time spent under the Provisional Suspension will count towards this. The ban will end of 19 June 2030.

*This Decision is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I. 1. with a deadline under Section 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.*



Charles Hollander KC  
AHO  
11 January 2024