



**JURISDICTION RULES**  
*(In force from 17 March 2022)*

## **1. General**

- 1.1. These Jurisdiction Rules set out the procedures for determining suspected and/or alleged breaches of Commonwealth Games Policies that take place during the Games Period and/or that are related to the 2022 Commonwealth Games.<sup>1</sup>
- 1.2. All suspected and/or alleged breaches of a Commonwealth Games Policy by a Participant that are covered by clause 1.1 above will be determined in accordance with the provisions contained in these Jurisdiction Rules, save where these Jurisdiction Rules expressly state otherwise.
- 1.3. Conduct that may amount to a breach of a Commonwealth Games Policy may also amount to a criminal offence and/or breach of other rules and regulations. These Jurisdiction Rules are not intended to replace relevant criminal laws and/or relevant rules and regulations but to supplement them.
- 1.4. These Jurisdiction Rules will come into effect as from 17 March 2022. They may be amended by the Executive Board from time to time. Such amendments will come into effect on the date specified by the Executive Board.
- 1.5. These Jurisdiction Rules will continue to apply after the Games Period in respect of matters taking place during the Games Period until the full and final disposition of the matter in accordance with these Jurisdiction Rules.
- 1.6. If any part of these Jurisdiction Rules is ruled by a competent authority to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted and the rest of these Jurisdiction Rules will remain in full force and effect.
- 1.7. In the event that any matter arises that is not provided for in these Jurisdiction Rules, the CGF may take such action as it considers appropriate in the circumstances, taking into account the specific circumstances of the case at hand and the principles of natural justice and procedural fairness.

## **2. Interpretation**

- 2.1. Unless otherwise stated below, these Jurisdiction Rules are governed by and will be interpreted in accordance with English law.
- 2.2. Capitalised words and phrases in these Jurisdiction Rules are defined terms, unless specified or the context dictates otherwise. They have the meanings respectively set out in Appendix 1 to these Jurisdiction Rules.
- 2.3. The headings used in these Jurisdiction Rules are for the purpose of guidance only. They do not affect the meaning of these Jurisdiction Rules.

## **3. Persons bound by these Jurisdiction Rules**

- 3.1. These Jurisdiction Rules apply to all persons participating in the Commonwealth Games and/or the Commonwealth Sports Movement, including Athletes, Athlete Support Personnel, referees, officials and others involved in officiating and/or judging at the Commonwealth Games, Covered Persons (as defined in the Code of Ethics and Conduct), and any other persons who agree to be bound by these Jurisdiction Rules (all of whom will be referred to in

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<sup>1</sup> It is not anticipated that there will be a breach of a Commonwealth Games Policy outside of the Games Period, save for breaches of the Code of Ethics and Conduct, but if there is then that breach will be dealt with in accordance with the clauses of that relevant policy e.g. clauses 11 to 15 of the Code of Ethics and Conduct.

these Jurisdiction Rules as 'Participants').

3.2. Participants agree, by undertaking the activity that makes them a Participant:

3.2.1. to be bound by these Jurisdiction Rules at all relevant times as a condition of their participation or other involvement in the Commonwealth Games and/or the Commonwealth Sports Movement;

3.2.2. that they remain bound by these Jurisdiction Rules and subject to the jurisdiction of the CGF even after the date that they cease to be a Participant;

3.2.3. that, where a suspected and/or alleged breach of a Commonwealth Policy occurs prior to the Games Period, but relates to the 2022 Commonwealth Games, Participants will be bound by these Jurisdiction Rules to the same extent as if the suspected and/or alleged breach had occurred during the Games Period; and

3.2.4. that, where appropriate (e.g., because an investigation has had to be completed), proceedings pursuant to these Jurisdiction Rules may be completed (or even commenced and then completed) after the Games Period. In any event, each Dispute Resolution Body and CAS will continue to have jurisdiction over the matter in accordance with these Jurisdiction Rules until it has completed the full and final disposition of the matter.

#### **4. Procedure for suspected and/or alleged breaches of Selected Policies<sup>2</sup>**

4.1. Where it is alleged and/or there are reasonable grounds to suspect that a Participant has breached a Selected Policy during the Games Period and/or such that the breach relates to the 2022 Commonwealth Games, the suspected and/or alleged breach will be referred to the Designated Person. Subject to clauses 4.3, 4.9 and 4.10 below, the Designated Person will be the CEO.

4.2. Following a referral of a suspected and/or alleged breach of a Selected Policy to the Designated Person, the Designated Person will (subject to clauses 4.3 and 4.9 below) have the sole and exclusive entitlement and responsibility to determine:

4.2.1. whether the Participant has a case to answer for the suspected and/or alleged breach (if the Designated Person determines that there is no case to answer the matter will not proceed); and

4.2.2. if so, whether to refer the matter to the Federation Court for determination in accordance with the Federation Court's Procedural Rules, or to investigate and determine the suspected and/or alleged breach himself/herself (pursuant to clauses 4.3 - 4.9 below).

4.3. Where, when considering a particular suspected and/or alleged breach of a Selected Policy, the Designated Person determines that the Participant has a case to answer and considers the suspected and/or alleged breach to be minor and suitable for the Designated Person to investigate and determine himself/herself, he/she will investigate and determine the suspected and/or alleged breach (i.e. both whether or not there was a breach and – if so – what the sanction should be). The Designated Person may delegate some or all of that function to a suitably qualified person (e.g., legal counsel) whose powers will be limited to those of the Designated Person. Where the Designated Person or his/her delegate (as

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<sup>2</sup> Commonwealth Games Policies are, for the purposes of these Jurisdiction Rules, separated into 'Selected Policies' (as defined) and others. The procedure for dealing with suspected and/or alleged breaches of Selected Policies is set out in clause 4, and the procedure for dealing with suspected and/or alleged breaches of other Commonwealth Games Policies (and the CGF Sports Policies) is set out in clause 5.

appropriate) determines that the Participant has a case to answer but does not consider the suspected and/or alleged breach to be minor and/or does not consider the suspected and/or alleged breach to be suitable for the Designated Person or his/her delegate (as appropriate) to investigate and determine himself/herself, he/she will refer the matter to the Federation Court for determination in accordance with the Federation Court's Procedural Rules.

- 4.4. Suspected and/or alleged breaches of a Selected Policy that are investigated and determined by the Designated Person or his/her delegate (as appropriate) will be dealt with in writing, without an oral hearing.
  - 4.5. Where the Designated Person or his/her delegate (as appropriate) investigates and determines a suspected and/or alleged breach of a Selected Policy, he/she will undertake such investigation as he/she considers appropriate, which may include (among other things) consulting with persons with knowledge of the facts and/or appointing experts to advise on specific issues.
  - 4.6. If upon investigation of a suspected and/or alleged breach of a Selected Policy the Designated Person or his/her delegate (as appropriate) (a) no longer considers the suspected and/or alleged breach to be minor or suitable for the Designated Person or his/her delegate (as appropriate) to be investigating and determining, and/or (b) identifies facts that suggest the sanction that the Designated Person or his/her delegate (as appropriate) is likely to impose pursuant to clause 7.4 below is not (in his/her assessment) sufficient, given the suspected and/or alleged conduct of the Participant, the Designated Person or his/her delegate (as appropriate) may (at his/her discretion) refer the matter to the Federation Court for determination in accordance with the Federation Court's Procedural Rules .
  - 4.7. The Designated Person and his/her delegate (as appropriate) is not bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable means, including witness evidence, expert reports, and documentary or video evidence.
  - 4.8. Where the Designated Person or his/her delegate (as appropriate) determines (on the balance of probabilities) that a Participant did breach a Selected Policy, the Designated Person may impose a sanction pursuant to clause 7 below.
  - 4.9. The Designated Person and his/her delegate (as appropriate) will discharge his/her responsibilities in good faith in all cases. If a suspected and/or alleged breach of a Selected Policy that is referred to the Designated Person pursuant to clause 4.1 above relates to or involves the CEO then the Executive Board will appoint an appropriate alternative individual to act as the Designated Person with respect to the investigation and determination of that allegation.
  - 4.10. Where the suspected and/or alleged breach arises under the No Needle Policy (listed as one of the Commonwealth Games Policies in Appendix 1 to these Jurisdiction Rules), the Designated Person will be the Chairperson of the Anti-Doping and Medical Commission.
- 5. Procedure for suspected and/or alleged breaches of (a) Commonwealth Games Policies other than Selected Policies and/or (b) CGF Sports Policies<sup>3</sup>**
- 5.1. Where it is alleged and/or there are reasonable grounds to suspect that a Participant has breached the Anti-Doping Rules (listed as one of the Commonwealth Games Policies in Appendix 1 to these Jurisdiction Rules) during the Games Period and/or such that the breach relates to the 2022 Commonwealth Games, the suspected and/or alleged breach will be

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<sup>3</sup> Disputes relating to 'field of play' decisions, including, without limitation, protests concerning the result or conduct of an event at a Commonwealth Games, will be referred to the relevant IF for determination, and Disputes arising as a result of a suspected breach of any IF or CGA rule will be determined by the relevant IF or CGA as appropriate.

subject to the results management processes set out in the Anti-Doping Rules.

- 5.2. Where there is a Dispute relating to the eligibility of an Athlete to compete at the 2022 Commonwealth Games that Dispute will be resolved in accordance with Byelaw 17 of the CGF Byelaws.
- 5.3. Where there is a Dispute relating to a CGF Sports Policy during the Games Period and/or such that the Dispute relates to the 2022 Commonwealth Games that Dispute will be referred to the CGF Ad Hoc Committee for determination in accordance with the relevant CGF Sports Policy.
- 5.4. Subject to the remainder of this clause 5.4, where it is alleged and/or there are reasonable grounds to suspect that a Participant has breached the Code of Ethics and Conduct during the Games Period and/or such that the breach relates to the 2022 Commonwealth Games the suspected and/or alleged breach will be referred to the CGF Ethics Commission for determination in accordance with the CGF Ethics Commission Appointment and Procedural Rules. However, where such a suspected and/or alleged breach of the Code of Ethics and Conduct is only of clause 4.2 of the Code of Ethics and Conduct (ie because it is a suspected and/or alleged breach of a Commonwealth Games Policy covered by that clause 4.2), the suspected and/or alleged breach will be referred to the Chair of the CGF Ethics Commission who will, at his/her sole discretion, decide whether the suspected and/or alleged breach of that clause 4.2 is to be determined (i) by the CGF Ethics Commission in accordance with the CGF Ethics Commission Appointment and Procedural Rules, or (ii) in accordance with the relevant provisions of these Jurisdiction Rules that are applicable to the particular Commonwealth Games Policy to which the suspected and/or alleged the breach relates.

## **6. Appeals**

- 6.1. In the event that the Designated Person determines that a Participant breached a Selected Policy pursuant to clause 4 above and/or imposes a sanction on a Participant pursuant to clause 7, the Participant may appeal that decision exclusively to the Federation Court, as set out in the Federation Court's Procedural Rules, for full and final determination.
- 6.2. The only party that may appeal the decision of the Designated Person that a Participant has breached a Selected Policy pursuant to clause 4 above and/or the imposition of a sanction on a Participant pursuant to clause 7 to the Federation Court is the Participant to whom that decision relates.
- 6.3. In respect of matters arising under clause 5.1 above, rights of appeal will be as set out in Article 13 of the CGF Anti-Doping Rules.
- 6.4. In respect of matters arising under clause 5.4 above, rights of appeal will be as set out in the CGF Ethics Commission Appointment and Procedural Rules.
- 6.5. There is no right of appeal from the following decisions:
  - 6.5.1. decisions of the Federation Court pursuant to clause 6.1 above;
  - 6.5.2. decisions of the Federation Court pursuant to clauses 4.2.2 and 4.3 above;
  - 6.5.3. decisions of a CGF Ad Hoc Committee pursuant to clause 5.3 above.
- 6.6. Pending resolution of an appeal, the decision being appealed will remain in full force and effect.

## **7. Sanctions**

- 7.1. Subject to clause 7.4 below, where a Dispute Resolution Body or the Designated Person determines that a breach of a Commonwealth Games Policy has been established, it/he/she may impose such sanctions as it deems appropriate, including:
  - 7.1.1. a warning as to future conduct (i.e. a reminder of the substance of the provision of the Commonwealth Games Policy or other relevant document that has been infringed, together with a threat of more severe sanction by a Dispute Resolution Body in the event of further infringement);
  - 7.1.2. a reprimand (i.e. an official written pronouncement of disapproval);
  - 7.1.3. a fine (of an unlimited amount) and/or an order of reimbursement or restitution or compensation;
  - 7.1.4. forfeiture of any individual awards or benefits (whether financial or otherwise) that were received as a consequence of the conduct that gave rise to the decision or is related thereto;
  - 7.1.5. disqualification of results, with all resulting consequences, including forfeiture of any related medals, titles, ranking points and/or prize money;
  - 7.1.6. disqualification/expulsion from Commonwealth Games including the immediate withdrawal of a Participant's accreditation for a Commonwealth Games; and/or
  - 7.1.7. any other sanction(s) as the Dispute Resolution Body considers appropriate.
- 7.2. The sanction(s) to be imposed in a Dispute will be determined by reference to all of the relevant circumstances of that Dispute, including an assessment of the seriousness of the breach, and any mitigating or aggravating factors that may be present.
- 7.3. For the avoidance of doubt, a sanction may be imposed on a suspended basis.
- 7.4. If the Designated Person, exercising his/her discretion under clauses 4.2 – 4.9 above, determines a Dispute himself/herself, the sanctions that can be imposed on a Participant by the Designated Person are limited to those sanctions set out at clauses 7.1.1, 7.1.2 and 7.1.6 above.
- 7.5. In circumstances where a CGF Ad Hoc Committee determines a Dispute pursuant to clause 5.3 above, the sanctions that can be imposed on a Participant by the CGF Sub-Committee are limited to those sanctions set out at clauses 7.1.1 and 7.1.2 above.

## APPENDIX 1: Definitions

The words and phrases used in these Jurisdiction Rules that are defined terms (denoted by initial capital letters) have the meanings specified below:

**“2022 Commonwealth Games”** means the XXII Commonwealth Games, to be staged in Birmingham in 2022.

**“Athlete”** means any athlete competing in the Commonwealth Games who is a member of or affiliated to a CGA, or is otherwise subject to the jurisdiction of the CGF.

**“Athlete Support Personnel”** means any coach, trainer, manager, agent, team staff, official, medical or para-medical personnel, selector, family member or other person working with or assisting an Athlete.

**“Anti-Doping and Medical Commission”** means the body responsible for informing and advising the CGF Executive Board on all anti-doping and medical matters, as appointed by the Executive Board from time to time.

**“CEO”** means the chief executive officer of the CGF.

**“CGA”** means those sports bodies of Commonwealth Countries (including Commonwealth Games Associations, National Olympic Committees or other multi-sports bodies formed by a Commonwealth Country) that are affiliated to the CGF in accordance with the CGF’s articles of association and the CGF Byelaws, and that are company law members of the CGF.

**“CGF”** means the Commonwealth Games Federation.

**“CGF Ad Hoc Committee”** means any ad hoc committee appointed by the Executive Board for the purpose of determining CGF Sports Policy disputes.

**“CGF Byelaws”** means the byelaws of the CGF as amended from time to time.

**“CGF Ethics Commission”** means the Ethics Commission established by the CGF.

**“CGF Ethics Commission Appointment and Procedural Rules”** means the CGF Ethics Commission Appointment and Procedural Rules, as amended from time to time.

**“CGF Sports Policy”** means any of the following CGF Sports Policies as amended from time to time:

- (a) Late Athlete Replacement Policy;
- (b) Confirmation of Slot Usage Policy;
- (c) Distribution of Contingency Slots Policy;
- (d) Late Entries Policy;
- (e) Withdrawal Policy;
- (f) Length of Stay Policy; and
- (g) Event Viability Policy.

**“Code of Ethics and Conduct”** means the Code of Ethics and Conduct adopted by the CGF under CGF Byelaw 11, as amended from time to time.

**“Commonwealth Countries”** means all (i) Commonwealth countries, (ii) Crown dependencies, (iii) countries in the United Kingdom, and (iv) any dependent or associated territories of Commonwealth countries.

**“Commonwealth Games”** means the flagship Commonwealth Games, the Commonwealth Youth Games and all other sports events hosted or organised by the CGF.

**“Commonwealth Games Policies”** means the policies, rules, statements, charters, codes, guidelines, forms and similar prepared by the CGF, as amended from time to time including, without limitation:

- (a) Byelaw 17;
- (b) Code on the Prevention of the Manipulation of Competitions;
- (c) Anti-Doping Rules;
- (d) Charter of Good Conduct and its appendices
  - a. Code on the Prevention of the Manipulation of Competitions;
  - b. Social Media and Digital Engagement Policy;
  - c. Athlete Advocacy Guidelines;
  - d. Parade Protocols;
  - e. No Needle Policy; and
  - f. Safeguarding Code of Conduct.
- (e) Code of Ethics and Conduct;
- (f) CGF Policy on Branding on Competition Clothing and Equipment; and
- (g) CGF Entry Form for Commonwealth Games.

**“Commonwealth Sports Movement”** means the sports movement that the CGF seeks to deliver.

**“Covered Person”** has the meaning given to it in the CGF Code of Ethics and Conduct.

**“Designated Person”** has the meaning given to it in clauses 4.1, 4.3, 4.9 and 4.10 above.

**“Dispute”** means a dispute referred to the Designated Person or a Dispute Resolution Body for determination in relation to a suspected and/or alleged breach of a Commonwealth Games Policy or CGF Sports Policy.

**“Dispute Resolution Body”** means any one of the Executive Board, the Federation Court, the CGF Governance and Integrity Committee, the CGF Ethics Commission, or a CGF Sub-Committee.

**“Executive Board”** means the board of the CGF constituted in accordance with CGF’s articles of association.

**“Federation Court”** means the dispute resolution body constituted in accordance with Byelaw 20 of the CGF Byelaws.

**“Federation Court’s Procedural Rules”** means such rules and regulations as may be adopted by the Federation Court to govern the investigation and prosecution by the Federation Court of suspected breaches of Commonwealth Games Policies and all other disputes referred to it, as adopted and/or amended from time to time.

**“Games Period”** means the period commencing on the date of the opening of the athlete villages for the 2022 Commonwealth Games, namely 22 July 2022, up until and including the day of the closing of the athlete villages for the 2022 Commonwealth Games, namely 10 August 2022.

**“General Assembly”** means the General Assembly of the CGF constituted in accordance with the CGF’s articles of association.

**“IF”** means the International Federation of a particular sport.

**“Jurisdiction Rules”** means these rules as amended from time to time by the Executive Board.

**“Participant”** means those persons listed at clause 3.1 above.

**“Selected Policy”** means any of the following Commonwealth Games Policies as amended from time to time:

- (a) Charter of Good Conduct and its appendices
  - a. Code on the Prevention of the Manipulation of Competitions;
  - b. Social Media and Digital Engagement Policy;
  - c. Athlete Advocacy Guidelines;
  - d. Parade Protocols;
  - e. No Needle Policy; and
  - f. Safeguarding Code of Conduct
- (b) CGF Policy on Branding on Competition Clothing and Equipment; and
- (c) CGF Entry Form for the Commonwealth Games.