

**DECISION 2018/01**

**OF THE**

**BADMINTON WORLD FEDERATION**

**ETHICS HEARING PANEL**

**DEFENDANT(s):** Mr. Zulfadli Zulkiffli (BWF ID 89511)  
Mr. Tan Chun Seang (BWF ID 52867)

**PANEL:** Mr. James Kitching (Chair)  
Ms. Sylvia Schenk  
Ms. Annabel Pennefather

**DATE:** 27 April 2018

Regarding alleged violations of the:

*2012 Code of Conduct in Relation to Betting, Wagering and Irregular Match Results; and*  
*2016 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results*

## A. PRELIMINARY MATTERS

### Introduction

1. On 11 January 2018, Mr. Rune Hansen, the Chair of the Badminton World Federation (“**BWF**”) External Judicial Experts Group (“**EJEG**”), appointed an independent three (3) person panel selected from the EJEG in accordance with Article 12.2 of the 2017 BWF Judicial Procedures (“**Procedures**”) to act as an Ethics Hearing Panel:
  - 1.1. Mr. James Kitching as Chair (“**Chair**”); and
  - 1.2. Ms. Sylvia Schenk and Ms. Annabel Pennefather as Members (“**Members**”)  
  
(together referred to as the “**Panel**”).
2. The Panel was appointed by Mr. Hansen to decide two (2) cases involving breaches of the 2012 BWF Code of Conduct in Relation to Betting, Wagering and Irregular Match Results (“**2012 Code**”) and/or 2016 BWF Code of Conduct in Relation to Betting, Wagering and Irregular Match Results (“**2016 Code**”), allegedly committed by the following (2) Malaysian badminton athletes:
  - 2.1. Mr. Zulfadli Zulkiffli (BWF ID 89511) (“**ZZ**”); and
  - 2.2. Mr. Tan Chun Seang (BWF ID 52867) (“**TCS**”).
3. As is set out in the chronology below, on 23 February 2018 the Chair decided after reviewing the defences submitted by ZZ and TCS that in accordance with Article 13.8.1 of the Procedures, it was appropriate to hear the cases jointly.
4. Upon the request of the whistleblowers (to protect their identity) and the BWF (to protect ongoing investigations involving third-parties named in this decision), the identity of certain individuals have been withheld.

### Parties

5. The parties to these matters are:
  - 5.1. BWF, the international governing body for the sport of badminton, recognised by the International Olympic Committee (“**IOC**”);
  - 5.2. ZZ, a self-funded Malaysian badminton athlete (i.e. not part of the Malaysian national team), who at his peak was ranked world number 30. He won two (2) BWF Grand Prix titles in 2016; and
  - 5.3. TCS, a Malaysian former badminton athlete, who at his peak was ranked world number 32 and won four (4) BWF Grand Prix titles. TCS retired from the Malaysian national team in 2011.

### Procedural Chronology

6. This section provides an outline of the key communications and procedural rulings which occurred prior to hearing. Not all communications are recorded for reasons of relevance.

### Initial Report

7. On a date in September 2016, the BWF received a report from a badminton athlete (“**Whistleblower**”) who alleged that ZZ had requested assistance to manipulate the outcome of a match at the Brazilian Grand Prix 2016 (“**Brazil GP**”).
8. The BWF subsequently opened an investigation into the matter.

### ZZ Interview

9. On 3 February 2017, the BWF invited ZZ to attend an interview in Kuala Lumpur, Malaysia, as part of an investigation into potential breaches of the 2016 Code (“**ZZ Interview Letter**”).
10. The ZZ Interview Letter set out, *inter alia*, that ZZ had a right in accordance with Article 6 of the 2016 Code to:
  - 10.1. have a legal representative present;
  - 10.2. obtain a digital recording of the interview;
  - 10.3. request to have an interpreter present; and
  - 10.4. be provided a copy of the interview transcript.
11. The ZZ Interview Letter also set out, *inter alia*, that ZZ had an obligation in accordance with Article 6 of the 2016 Code to:
  - 11.1. fully cooperate with any investigation; and
  - 11.2. furnish any information regarding alleged corruption offences.
12. On 13 February 2017, ZZ signed the acknowledgment slip provided with the ZZ Interview Letter in the presence of the (then) General Manager of the Badminton Association of Malaysia (“**BAM**”). On the slip he requested that he was available to attend the interview on 27 February 2017. BWF ultimately agreed to that date.
13. On 14 February 2017 and 20 February 2017, BWF sought confirmation from BAM whether ZZ would exercise his rights to have a translator and legal representative present during the interview.
14. On 20 February 2017, ZZ’s father informed BAM that ZZ had requested him to be his interpreter.
15. On 21 February 2017, BWF rejected the request on the basis that the interpreter must be an independent person. BWF again sought confirmation whether ZZ would exercise his rights to have a translator and legal representative present during the interview.
16. On 23 February 2017, BWF informed the BAM of the final details of the interview and confirmed that an independent translator would be present. The BWF again sought confirmation whether ZZ would be legally represented.

17. On 27 February 2017, an interview took place in Kuala Lumpur, Malaysia. The interview was conducted by the BWF Integrity Unit Manager, Mr. Andy Hines-Randle (“**Hines-Randle**”) and the BWF investigator Mr. Paul Scotney (“**Scotney**”). Mr. Ahmad Najib Bin Ariffin (“**Ariffin**”) attended as the independent interpreter appointed by the BWF.
  - 17.1. At its outset, ZZ was informed that he could stop the interview process at any point if he did not understand the questioning. ZZ confirmed that he was happy to proceed without a legal representative present.
  - 17.2. At the end of the interview, Scotney requested that ZZ provide his mobile phone for examination. ZZ complied with the request.
18. The testimony provided in the interview and evidence obtained from the mobile phone is set out below in **Part C**.
19. On 20 April 2017, a copy of the interview transcript was provided to ZZ.

#### TCS Interview

20. On 29 August 2017, the BWF invited TCS to attend an interview in Kuala Lumpur, Malaysia, as part of an ongoing investigation into breaches of the 2012 Code (“**TCS Interview Letter**”). The TCS Interview Letter was in an identical form to the ZZ Interview Letter and referred to the same rights and obligations.
  - 20.1. TCS was requested to attend an interview, *inter alia*, due to the content of WhatsApp messages extracted from ZZ’s phone. These messages are set out below in **Part C**.
21. On 5 September 2017, TCS requested the location of interview be changed to Melbourne, Australia, where he was currently studying.
  - 21.1. Following an email exchange spanning several days, it was agreed that the interview would take place on 18 September 2017 in Melbourne, Australia, and that an independent interpreter would be present.
22. On 17 September 2017, the BWF informed TCS that the independent interpreter was unavailable and requested that he bring a friend to assist with translation.
23. On 18 September 2017, an interview took place with TCS in Melbourne, Australia. The interview was conducted by Hines-Randle and Scotney. There was no interpreter present.
  - 23.1. At its outset, TCS was informed that the independent interpreter had cancelled at the last minute, and that he could stop the interview process at any point if he did not understand the questioning. TCS agreed to continue with the interview. TCS was reminded of his right to have a legal representative present.
  - 23.2. At the end of the interview, Scotney requested that TCS provide his mobile phone for examination. TCS complied with the request.
24. The testimony provided in the interview is set out below in **Part C**.

25. On 31 October 2017, a copy of the interview transcript was provided to TCS.

#### Disclosure of bank statements

26. On 18 September 2017, pursuant to Article 6.1.8.1 of the 2016 Code, the BWF requested that ZZ disclose original copies of his bank records for the period between 1 September 2013 to 1 January 2015, 1 August 2016 to 31 December 2016, and 1 July 2017 to 31 August 2017.

26.1. ZZ provided the requested documents on 10 November 2017.

27. On 31 October 2017, pursuant to Article 6.1.8.1 of the 2016 Code, the BWF requested that TCS disclose original copies of his bank records for the period 1 October 2013 to 31 December 2014.

27.1. TCS provided the requested documents on 26 November 2017.

28. Where relevant, the bank statements are discussed below in **Part C**.

#### Request to Referral Officer

29. On 13 December 2017, the BWF Secretary General referred the cases to the BWF Referral Officer, Mr. Alexander McLin, for review in accordance with Article 6.3 of the Procedures.

29.1. The purpose of a referral under the Procedures is for the Referral Officer, an independent party, to review the evidence and decide whether to refer the case to an Ethics Hearing Panel.

30. On 20 December 2017, the Referral Officer confirmed that he had decided to refer the case against ZZ and the case against TCS to an Ethics Hearing Panel.

#### Charges

31. On 26 December 2017, the BWF notified ZZ in accordance with Article 13.4 of the Procedures that:

31.1. he was charged with twenty-eight (28) breaches of the 2012 Code and four (4) breaches of the 2016 Code;

31.2. he had twenty-one (21) days to respond in writing;

31.3. the date and location of the hearing would be advised at a later date; and

31.4. a link was provided to download the evidence pertaining to the case.

32. On 26 December 2017, the BWF notified TCS in accordance with Article 13.4 of the Procedures, that:

32.1. he was charged with twenty-six (26) breaches of the 2012 Code;

32.2. he had twenty-one (21) days to respond in writing;

- 32.3. the date and location of the hearing would be advised at a later date; and
- 32.4. a link was provided to download the evidence pertaining to the case.
33. Both charge notices enclosed a 'Case Summary' and acknowledgment slip for each athlete to sign and return.
34. The 'Case Summary' is discussed in further detail below at **Part C**.

Provisional suspension, filing of defences and pre-hearing matters

35. On 9 January 2018, TCS requested an extension of time of three (3) weeks to respond.
36. On 11 January 2018, ZZ requested an extension of time of one (1) month to respond.
37. On 11 January 2018, the Panel was appointed by the Chairman of the EJEG.
38. On 12 January 2018, the BWF Secretary General requested the Referral Officer to provisionally suspend ZZ and TCS pending the outcome of their cases in accordance with Article 5.14 of the Procedures.
39. On 12 January 2018, the Referral Officer granted the request and provisionally suspended ZZ and TCS.
40. On 13 January 2018, the Chair fixed 16 February 2018 as the new deadline to respond.
41. On 13 January 2018, the Chair notified ZZ that a hearing in his case would be held on 26 February 2018 in Singapore.
42. On 13 January 2018, the Chair notified TCS that a hearing in his case would be held on 27 February 2018 in Singapore.
43. On 5 February 2018, ZZ requested for a change of hearing date and location to Malaysia.
44. On 6 February 2018, the Chair rejected the request by ZZ in accordance with Article 13.6.2 of the Procedures.
45. On 14 February 2018, ZZ notified that he had appointed new legal counsel and requested a further extension of time.
46. On 14 February 2018, the Chair fixed 21 February 2018 as the new deadline for ZZ.
47. On 15 February 2018, TCS provided his defence.
48. On 21 February 2018, ZZ provided his defence, which included challenges to the admissibility of certain parts of the BWF evidence.
49. On 22 February 2018, TCS provided further written submissions on the admissibility of certain parts of the BWF evidence.

50. On 23 February 2018, the BWF provided a written ‘Opening Note’ which *inter alia* addressed challenges to the admissibility of certain parts of the BWF evidence.
51. On 23 February 2018, the Chair notified ZZ and TCS that he had decided to join the cases and fixed the hearing date as 26 February 2018 and 27 February 2018 in Singapore.

### **Charges**

52. The charges against ZZ state:

*“Under the BWF 2012 Rules of the Badminton World Federation...he:*

1. *In his match against Han Ki Hoon in the Korea Grand Prix Tournament in November 2013 on 6 November 2013:*
  - a. *Failed to complete a match in progress when he was not reasonably unable to do so, contrary to Rule 3.2.1, and/or*
  - b. *Failed to use his best efforts to win a match, contrary to Rule 3.2.2, and/or*
  - c. *Failed for reward, to perform to his abilities, contrary to Rule 3.2.4, and/or*
  - d. *Manipulated the result of a match, contrary to Rule 3.2.4, and/or*
  - e. *Ensured the occurrence of a particular incident, which is the subject of a bet and for which he expected to receive or has received any reward, contrary to Rule 3.2.7.*
2. *In respect of his participation in the London Grand Prix –1-6 October 2013 he:*
  - a. *Participated in any form of or supported betting or gambling related to his matches or the completion (sic), contrary to Rule 3.2.3, and/or*
  - b. *Manipulated the result of a match, contrary to Rule 3.2.4, and/or*
  - c. *Encouraged or facilitated another to bet contrary to Rule 3.2.5 and/or*
  - d. *Engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute, contrary to Rule 3.2.8.*
3. *In respect of his participation in the Dutch Grand Prix – 8-13 October 2013 he:*
  - a. *Participated in any form of or supported betting or gambling related to his matches or the completion (sic), contrary to Rule 3.2.3, and/or*
  - b. *Manipulated the result of a match, contrary to Rule 3.2.4, and/or*
  - c. *Encouraged or facilitated another to bet contrary to Rule 3.2.5 and/or*
  - d. *Engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute, contrary to Rule 3.2.8.*
4. *In respect of his participation in the Korea Grand Prix – 5-10 November 2013 he:*
  - a. *Participated in any form of or supported betting or gambling related to his matches or the completion (sic), contrary to Rule 3.2.3, and/or*
  - b. *Manipulated the result of a match, contrary to Rule 3.2.4, and/or*
  - c. *Encouraged or facilitated another to bet contrary to Rule 3.2.5 and/or*

- d. *Engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute, contrary to Rule 3.2.8.*
- 5. *In respect of his participation in the Macau Grand Prix Gold – 25-30 November 2014 he:*
  - a. *Participated in any form of or supported betting or gambling related to his matches or the completion (sic), contrary to Rule 3.2.3, and/or*
  - b. *Manipulated the result of a match, contrary to Rule 3.2.4, and/or*
  - c. *Encouraged or facilitated another to bet contrary to Rule 3.2.5 and/or*
  - d. *Engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute, contrary to Rule 3.2.8.*
  - e. *Disclosed Inside Information for betting purposes, in particular how he was feeling, contrary to Rule 3.2.9.*
- 6. *In respect of his participation in the K&D Graphics & Yonex Grand Prix (USA) he:*
  - a. *Engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute, contrary to Rule 3.2.8.*
- 7. *Failed to disclose to the BWF without delay any approach or invitation to engage in conduct that would amounts to a breach of the Rules related to betting contrary to Rule 3.2.10.*

AND

*Under the 2016 Rules of the Badminton World Federation...he:*

- 8. *In respect of the Brazilian Grand Prix:*
  - a. *Offered money, benefit or Consideration to [withheld] with the intention of negatively influencing the best efforts of [withheld] in the [withheld], contrary to Rule 3.2.10 and/or*
  - b. *Solicited the provision of Inside Information, contrary to Rule 3.2.12, and/or*
  - c. *Contrived or attempted to contrive the outcome or any other aspect of the [withheld], contrary to Rule 3.2.15 and/or*
  - d. *Failed to report to the BWF an approach by a person who provides any type of money, benefit or Consideration to either influence the outcome of the [withheld] and/or to provide Inside Information in relation to the [withheld] contrary to Rule 3.2.17.”*

53. The charges against TCS state:

*“Under the 2012 Rules of the Badminton World Federation...he:*



1. *Instructed, induced or encouraged Zulfadli Zulkiffli to act in the manner identified in Charges 1, 2, 3, 4, 5 or 6 of the Charges against Zulfadli Zulkiffli annexed hereto contrary to Rule 3.2.6.*
2. *Was complicit in Zulfadli Zulkiffli acting in the manner identified in Charges 1, 2, 3, 4, 5 or 6 of the Charges against Zulfadli Zulkiffli annexed hereto contrary to Rule 3.2.12.*
3. *Offered a reward, payment or item of value to Zulfadli Zulkiffli to act in the manner identified in Charges 1, 2, 3, 4, 5 or 6 of the Charges against Zulfadli Zulkiffli annexed hereto in circumstances that might have been expected to influence Zulfadli Zulkiffli and/or to bring the sport into disrepute, contrary to Rule 3.2.8.*
4. *Used Inside Information for or in relation to betting, contrary to Rule 3.2.9, in respect of Zulfadli Zulkiffli's likely performance in:*
  - a. *The London Grand Prix – 1-6 October 2013.*
  - b. *The Dutch Grand Prix – 8-13 October 2013.*
  - c. *The Korea Grand Prix – 5-10 November 2013 and/or*
  - d. *The Macau Grand Prix Gold – 25-30 November 2014.*
5. *He instructed, encouraged and/or facilitated another person to bet on the outcome of matches involving Zulfadli Zulkiffli, contrary to Rule 3.2.5, in respect of the:*
  - a. *The London Grand Prix – 1-6 October 2013.*
  - b. *The Dutch Grand Prix – 8-13 October 2013.*
  - c. *The Korea Grand Prix – 5-10 November 2013 and/or*
  - d. *The Macau Grand Prix Gold – 25-30 November 2014.”*

## B. APPLICABLE LAW

### Jurisdiction

54. Article 31 of the BWF Constitution recognises the Ethics Hearing Panel as a judicial body of the BWF.
- 54.1. As a form of “*Disciplinary Committee*”, it is authorised by Article 29 of the BWF Constitution to “*penalise a Member, player, coach, competition official, or other person for infringement of the Statutes, for misconduct during competition, or for actions that bring the game of Badminton or the Federation into disrepute.*”
55. In accordance with Article 6.1 of the Procedures, the Ethics Hearing Panel has jurisdiction to deal with matters regarding alleged breaches of the “*Betting, Wagering, and Irregular Match Results Code of Conduct*” (i.e. both the 2012 Code and 2016 Code).
- 55.1. The definition of “*Covered Person*” within both the 2012 Code and 2016 Code incorporates a “*player*”, which is defined as “*any player who enters or participates in any badminton competition, Event or activity organised or sanctioned by the BWF or any governing body.*”
- 55.2. The definition of “*Covered Person*” within the Procedures incorporates a “*player*”, which is defined as “*any player who enters or participates in any badminton competition, Event or activity organised or sanctioned by the BWF, a Member or any other governing body accepted by the BWF.*”
- 55.3. Neither ZZ nor TCS disputed that they were a “*Covered Person*” pursuant to the 2012 Code, 2016 Code, or Procedures.
56. Pursuant to Article 6.3 of the Procedures, the cases against ZZ and TCS were referred to an Ethics Hearing Panel following consideration of the evidence by the Referral Officer.
57. As such, the Panel has jurisdiction to hear these matters.
- 57.1. Neither ZZ nor TCS disputed the jurisdiction of the Panel to adjudicate the regulatory violations alleged by the BWF.

### Burden of proof and standard of proof

58. Pursuant to Clause 8 of the Procedures, the “*BWF shall have the burden of establishing that a violation has been committed on the balance of probabilities, a standard that implies that on the preponderance of the evidence before the Panel, it is more likely than not that a breach of the relevant BWF Code had occurred.*”

### Procedural Rules

59. The following procedural rules within the Procedures and 2016 Code are extracted in full insofar as they are relevant to the reasons set out at **Part D**.

## Procedures

13.1 *Disciplinary procedures in any Hearing Panel shall be based on the rules of a fair trial and shall respect the fundamental rights of all parties. The Respondent has the right to a timely, fair and impartial Hearing.*

...

13.5 *When a Respondent attends a Hearing, the Respondent shall be entitled to be accompanied by an adviser or representative, together with an interpreter if desired, as Hearing will be conducted in English, the official language of the BWF.*

...

13.8 *A Hearing shall adhere to the following general principles:*

13.8.1 *The chair is in charge of the meeting and any rulings on procedure from the chair are binding.*

13.8.2 *The only people who may be present and speak at the meeting are*

13.8.2.1 *the Hearing Panel*

13.8.2.2 *a Minute Secretary*

13.8.2.3 *the Respondent*

13.8.2.4 *the Respondent's adviser or representative*

13.8.2.5 *an interpreter*

13.8.2.6 *a representative of the Respondent's Member*

13.8.2.7 *a BWF representative responsible for introducing the evidence to substantiate the alleged offence and to ask questions around any defence put forward by the Respondent or the Respondent's adviser or representatives*

13.8.2.8 *any particular witness or experts requested by the Respondent or the BWF. Observers without the right of speaking may be present at the discretion of the chair.*

## 2016 Code

6.1 *The BWF or their appointed investigators and agents shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the BWF, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offence.*

...

6.1.2 *The Covered Person shall have the right to have counsel attend the interview(s).*

...

6.1.4 *The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the BWF.*

...

6.1.6 *All Covered Persons must cooperate fully with investigations conducted by the BWF or their appointed investigators and agents including answering any reasonable question when being interviewed and giving evidence at hearings, if requested.*

...

6.1.8 *If the BWF believes that a Covered Person may have committed a Corruption Offence, the BWF may make a Demand to any Covered Person to furnish to the BWF any information or equipment or device holding such information regarding the alleged Corruption Offence, including, without limitation,*

6.1.8.1 *records relating to the alleged Corruption Offence (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, Facebook, Twitter and other social media accounts, banking statements, betting records, internet service records, mobile devices and tablets, computers, hard drives and other electronic information storage devices), and*

6.1.8.2 *a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offence. The Covered Person shall furnish such information within seven (7) business days of the making of such Demand, or within such other time as may be set by the BWF.*

6.1.9 *Any information furnished to the BWF shall be*

6.1.9.1 *kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offence, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and*

6.1.9.2 *used solely for the purposes of the investigation and prosecution of a Corruption Offence.*

## **Offences**

60. The offences which ZZ and TCS were charged with are set out in full:

### 2016 Code

3.1 *The following are considered offences under this Code:*

...

3.2.10 *No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.*

...

3.2.12 *No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.*

...

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

...

3.2.17 *Any Player not reporting to the BWF at the first available opportunity, an approach by a person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any aspect of any Event, or (ii) provide Inside Information.*

#### 2012 Code

3.2 *The following will be considered an offence related to betting and wagering by a Participant:*

3.2.1 *Failing to complete a match in progress unless reasonably unable to do so.*

3.2.2 *Not using one's best efforts to win a match.*

3.2.3 *Participating in all forms of, or support for, betting (whether legal or illegal betting) or gambling related to their own matches and/or competitions in their sport;*

3.2.4 *Failing, for reward, to perform to one's abilities or manipulation of sports results/match-fixing;*

3.2.5 *Instructing, encouraging or facilitating any other party to bet;*

3.2.6 *Inducing, instructing or encouraging any participant to breach any of the established offences;*

3.2.7 *Ensuring the occurrence of a particular incident, which is the subject of a bet and for which he/she expects to receive or has received any reward;*

3.2.8 *Engaging in any kind of Corruption, including agreeing to or providing/offering, soliciting, accepting or receiving anything of value, gift, payment or other benefit in circumstances that might reasonably have been expected to influence any players efforts or the result of a match or bring the participant or the sport into disrepute;*

3.2.9 *Using any 'Inside Information' for betting purposes, including disclosing 'Inside Information' to any person (with or without reward) where the athlete might reasonably be expected to know that its disclosure could be used in relation to betting;*

3.2.10 *Failing to disclose information to the competent BWF authority (without undue delay) full details of any approaches, invitations to engage in conduct, or incidents that would amount to a breach of the IF's Rules related to betting;*

...

3.2.12 *To knowingly assist, cover up or otherwise be complicit in any acts previously described committed by a participant. The participant shall be treated as having committed such acts himself and shall be liable accordingly."*

## C. EVIDENCE, POSITIONS OF THE PARTIES, HEARING

61. Below is a summary of the relevant facts and allegations based on the parties' written submissions, pleadings and evidence. Additional facts and allegations found in the written submissions, pleadings and evidence may be set out, where relevant, in connection with the findings at **Part D**.

### Evidence

62. The evidence provided as part of the charge notices is summarised below.

#### Witness Statements

##### *Whistleblower*

63. The Whistleblower provided two (2) witness statements which set out, *inter alia*, that ZZ had approached the Whistleblower during the Brazil GP in an attempt to fix a match.
64. The Whistleblower provided screenshots of WhatsApp messages sent by ZZ which the Whistleblower later reported to the Tournament Referee. They stated:

(5:16pm)

*"Just wanna ask u [withheld]. Actually I scared to ask u. Haha. Erm, one of my friend asked me to talk to u because he knw I quite close with u. He asked me to ask u whether tmr ur friend [withheld] want to do anything? I mean my friend offer ur [withheld] friends. I'm sorry, I really scared to ask u. But I ask cause I trust u [withheld] 🙏"*

(5:20pm)

*"And he asked me whether I have ur number anot. I said nope I don't have it. Haha"*

(5:37pm)

*"I'm sorry [withheld] 🙏 😞"*

(6:11pm)

*"Sorry [withheld], don't be mad at me 😞 shouldn't ask u that kind of question. My friend asked me for help only. Cause he knw I'm ok with u. Sorry2"*

##### *Second Whistleblower*

65. A Second Whistleblower stated that the Whistleblower had shared the WhatsApp messages and together they had concluded that it was an attempt to induce the Whistleblower to fix a match. The Second Whistleblower accompanied the Whistleblower to report the matter to the Tournament Referee.

##### *Federico Valdez*

66. Federico Valdez ("**Valdez**"), the Tournament Referee for the Brazil GP, affirmed the statements by the Whistleblower and Second Whistleblower that they had reported the matter to him, and that he had reported the matter to the BWF.

##### *Ben Paterson*

67. Ben Paterson ("**Paterson**"), the Head of Integrity at Genius Sports, a leading sports integrity provider, made two (2) witness statements. They set out, *inter alia*, that:

- 67.1. he had been involved in the betting industry for approximately twenty (20) years, and had worked specifically in sports integrity for nine (9) years;
- 67.2. there was no suspicious betting on the match at the Brazil GP which ZZ had referred to in his WhatsApp message with the Whistleblower; and
- 67.3. after reviewing the WhatsApp messages between ZZ and TCS, he considered that all conversations were clearly about match-fixing.

*Andy Hines-Randle*

68. Hines-Randle provided eight (8) witness statements which set out, *inter alia*:
  - 68.1. his attempt to obtain the contact of the person named Chua Kek Wei (“CKW”), identified by ZZ in his interview regarding the Brazil GP;
  - 68.2. the creation of the interview transcripts of ZZ and TCS;
  - 68.3. the extraction of the WhatsApp messages between ZZ and TCS from ZZ’s mobile telephone and the creation of the translated transcript into four (4) separate documents labelled “Conversation #1”, “Conversation #2”, “Conversation #3”, and “Conversation #4”;
  - 68.4. the creation of a timeline of the tournaments which ZZ and TCS participated in during the period 2012-2016;
  - 68.5. logistical matters relating to the interview with TCS;
  - 68.6. the filing of CKW’s witness statement; and
  - 68.7. the creation of background playing biographies of ZZ and TCS.

*Chua Khek Wei*

69. CKW, a former junior Malaysian badminton player, stated *inter alia*, that he:
  - 69.1. knows ZZ and his younger brother;
  - 69.2. has had no direct contact with ZZ for at least three (3) years; and
  - 69.3. would at no time regard ZZ as a friend.

*Jeanette Josephine Claringbold*

70. Jeanette Josephine Claringbold, an independent verbatim reporter and transcriber, stated how she had received the audio files of the interviews of ZZ and TCS, and the dates on which she provided the BWF with the final transcripts of those interviews.

*Ahmad Najib Ariffin*

71. Ahmad Najib Ariffin, a translator and interpreter, stated that on 27 February 2017 he attended the BWF interview of ZZ as an independent Malay-English translator.

*Mohamed Hafizin bin Che Mohamed Tajudin*

72. Mohamed Hafizin bin Che Mohamed Tajudin, a translator, stated that on 30 August 2017 he was hired by BWF to translate selected WhatsApp messages from Malay to English.

WhatsApp messages between ZZ and TCS

73. The BWF extracted WhatsApp messages between ZZ and TCS from ZZ's phone. The messages covered, *inter alia*, the fifteen (15) month period between 27 September 2013 and 12 December 2014.
74. As described by Hines-Randle, the messages were extracted by a company specialising in forensic extraction of data from mobile telephones. The messages were largely in Malay. After identifying selected messages, the BWF contracted a company to translate those messages from Malay to English for the purposes of the investigation. They were subsequently split into four (4) separate conversation files, marked as "Conversation #1", "Conversation #2", "Conversation #3", and "Conversation #4".
75. The messages were sent during the same period as certain badminton tournaments. The relevant messages are set out in full detail below under the heading of the tournament occurring during the same period:

*London Grand Prix Gold, 1-6 October 2013 ("London GP")*  
(Conversation #1, Lines 5-8, 3 October 2013)

TCS : *Come to my room now*  
: *I have something to discuss*  
: *About "balls"*  
: *About profits hehe*

(Conversation #1, Lines 14-26, 3 October 2013)

TCS : *Wei, do you want to fight the games?*  
: *We've decided*  
: *They are just waiting for you*

ZZ : *I am at my room*

TCS : *Come to my room now*  
: *Let's discuss*  
: *Do you want it?*

ZZ : *Haven't took my shower yet*  
: *Hold on*  
: *Washing my face*

TCS : *Hurry!*  
: *Because they want to arrange*  
: *But don't tell anyone*

*Dutch Grand Prix, 8-13 October 2013 ("Dutch GP")*  
(Conversation #2, Lines 3-19, 9 October 2013)

TCS : *Oi, you don't have the "odd" actually*  
: *You just fight the match, okay?*

ZZ : *Sure, Idiot.*

TCS : *I suggest you not to proceed with your arrangement/manipulation*

ZZ : *Why though?*

TCS : *Just fight the straight sets*



ZZ : *Has someone detected/sensed our plan?*  
 : *Sure sure. Ok Ok*  
 TCS : *I don't know, man*  
 : *No*  
 : *Well he "cleaned" it then it was "closed"*  
 : *After that, the plan was scrapped*  
 ZZ : *If that is the case, obviously nobody is meddling with our plan, right?*  
 TCS : *He is the one who started to "clean" the odd*  
 ZZ : *So how about the rest?*  
 TCS : *But it was cancelled*  
 : *Mine has been cancelled*

(Conversation #2, Lines 27-78, 9 October 2013)

ZZ : *I was just about to hit a jackpot, and make some extra money*  
 TCS : *Hahaha*  
 ZZ : *If that is the case, I will just fight then*  
 TCS : *If you play a straight set, you will get 15K right?*  
 : *Okay Okay*  
 ZZ : *It's 3 sets actually*  
 : *If [I/U] make points, then [I/U] will only get 10K*  
 TCS : *If that's the case, just fight for 3 sets*  
 ZZ : *But with 17 and 17 of course*  
 TCS : *I see... Okay*  
 : *Just tell him that you want to play 3 sets*  
 : *Noted and will do that*  
 ZZ : *I fought for 3 sets and get nothing*  
 : *What a waste!*  
 : *Haha*  
 TCS : *It depends actually..whether there is live coverage or not.*  
 : *There might be a live coverage..so it should be great, I think*  
 : *Right?*  
 : *You can get money right away*  
 ZZ : *But I have no idea how to do it really*  
 : *I don't have any experience on this*  
 : *Haha*  
 TCS : *Just tell [withheld] that you will just play 3 sets only*  
 : *And you don't want to make any "points"*  
 : *Okay this is the plan*  
 : *U win the first set*  
 ZZ : *But yesterday he said that you must win by 10 points!*  
 : *What do you mean?*  
 TCS : *Just tell him*  
 : *That now you want to play for 3 sets instead*  
 : *U win the first set, and lose the second set*  
 : *And win the third set*  
 : *If there is a live coverage*  
 : *Then you are lucky!*  
 ZZ : *But if I do it but there is no live coverage, I will be dead!*  
 : *Haha*  
 TCS : *If there is no live coverage, then [I/U] have no choice*

: *Just gamble*  
 : *But only if you want it, really*  
 ZZ : *It's okay*  
 : *I can do it next time*  
 : *Hehe*  
 : *I will do it next time*  
 : *So you don't want to proceed?*  
 : *Yes. I have cancelled it.*  
 TCS : *Up to you*  
 : *Yes. It has been cancelled*  
 : *Hehe*  
 ZZ : *Are you going to do it?*  
 TCS : *It depends whether there will be a live coverage or not*  
 : *If there is, then I will proceed with the plan*  
 : *If not, then I will just fight hehe*

*Korea Grand Prix Gold, 5-10 November 2013 ("Korea GP")*  
 (Conversation #3, Lines 1-34, 2 November 2013)

TCS : *You will get your cash immediately upon your return from Korea*  
 ZZ : *Can you bank-in to me instead?*  
 : *Haha*  
 TCS : *Sure*  
 : *But my only concern is that the Inland Revenue Board (IRB) might be able to detect it*  
 : *But if you are willing to take the risk, then we can just bank-in the money to you*  
 : *Hehe*  
 ZZ : *Okay Okay*  
 : *If there is anything else, we will just discuss it in Korea*  
 : *Haha*  
 : *Mate, promise me not to reveal this to anyone else*  
 TCS : *Of course, mate*  
 : *Don't ever tell anyone that I assisted you on this. Just act normal*  
 ZZ : *Of course, I won't*  
 : *And you too. Don't tell anyone that I did this*  
 : *Haha*  
 : *Keep it just between 2 of us*  
 : *Okay?*  
 TCS : *Of course*  
 : *Just keep it as a secret*  
 ZZ : *Okay Okay*  
 TCS : *Likewise. Don't tell anyone that I did this*  
 ZZ : *Of course*  
 TCS : *Who will you be fighting against in the first round?*  
 ZZ : *A Korean guy*  
 : *Have no idea who he is*  
 : *Just wait and see if there is any "opening" for the match*  
 TCS : *Okay Okay*  
 : *If there is any "opening", just text me okay*  
 : *I will help you to do it*

ZZ : *I don't know really*  
: *Can you check it for me?*  
: *But I don't have the account*  
TCS : *Fine. I will help you then*

(Conversation #3, Lines 44-62, 2 November 2013)

TCS : *We will be lucky*  
: *If there is a live coverage*  
ZZ : *You are the lucky one and you will get more money*  
: *Haha*  
: *Sure Sure*  
TCS : *If there is no coverage, then the money won't be as much*  
ZZ : *But we can still do it if there is no live coverage right?*  
TCS : *Yes we can*  
: *But the sum will be a lot less*  
ZZ : *Okay*  
TCS : *I will text you if there is any further update*  
: *Hehe*  
ZZ : *If there is a live coverage and assuming that I can get 15K out of it, but then I lose in the rubber set, will I get more?*  
TCS : *No not really*  
: *Because based on my experience*  
: *Odd usually be closed during the second set*  
ZZ : *Ah I see*  
: *Okay Okay*  
TCS : *So there in no difference between 2 set and 3 sets*

(Conversation #3, Lines 78-112, 4-5 November 2013)

ZZ : *Mate, can you check for me if there is any "opening" for tomorrow's game?*  
: *\*Me*  
TCS : *Okay Okay*  
: *I will find out for you tonight*  
ZZ : *Noted*  
: *What is the time there?*  
: *It's 9.49pm here*  
TCS : *Okay Okay*  
: *It has just started*  
: *I am still waiting*  
ZZ : *Okay Okay*  
: *It's not out yet, is it?*  
TCS : *Not yet*  
: *You can go to bed first*  
: *If there is any "opening", I will text you*  
ZZ : *Noted*  
: *Is it 11.05 PM there?*  
: *Is it 3 PM there?*  
TCS : *Yes yes just go to bed first*  
: *Sure Sure*  
ZZ : *Okay Okay*  
TCS : *Will text you if there is any update*

ZZ : *Okay Okay*  
 TCS : *Mate [there is/there will be] an “opening” for the qualifying game. Just wait okay? (sent 5 hours after the previous message)*  
 : *The main draw is yet to be opened*  
 ZZ : *Okay Okay*  
 TCS : *Fadli, just go and fight first okay?*  
 : *There is no odd for the first round*  
 : *Just wait for the second round*  
 : *I will contact you if there is further update*  
 ZZ : *Alright*  
 : *Thanks, mate*  
 : *Mate, [withheld] just sent me a message via WeChat*  
 : *[He/She] said an odd has been opened*  
 TCS : *I will check*

(Conversation #4, Lines 1-46, 5 November 2013)

TCS : *Is 15K okay by you?*  
 : *Do you want to proceed?*  
 ZZ : *\*Yes*  
 : *Huh?*  
 : *3 Games??*  
 TCS : *No*  
 : *Just lose the game*  
 ZZ : *If I were to lose, I don't want to do it*  
 : *Haha*  
 TCS : *Because you didn't give one set*  
 ZZ : *I see*  
 : *Just one choice for me?*  
 TCS : *Yes. Just one*  
 ZZ : *[withheld] was looking for me. He asked me to do “points”*  
 : *But don't tell him that okay*  
 TCS : *Of course I won't*  
 ZZ : *He just gave me 5K*  
 TCS : *“Point” is yet to be opened*  
 ZZ : *Just do the point*  
 : *Yes yes I know*  
 TCS : *Later*  
 : *I will check for you*  
 ZZ : *He has already made the 3K payment. He sponsored me to Korea*  
 : *[withheld]*  
 : *To do with him, right?*  
 : *Sigh*  
 TCS : *No*  
 : *Well, this is the plan*  
 ZZ : *Yes*  
 : *Hmm*  
 TCS : *[withheld] said [he/she] doesn't want to do it*  
 : *Obviously he has been pressured to do it*  
 : *Do you know why I don't want to do it with him?*  
 : *He sucks!*

: *He still owes me 10K*  
 : *It was been a while now*  
 : *But don't tell him that okay*  
 ZZ : *He didn't force or pressure really.. But since he sponsors, of course he wants something...right?*  
 : *That's what I mean*  
 : *Ohhh*  
 TCS : *Just tell him*  
 : *Go to hell*  
 ZZ : *But now...If I refuse to do with him, he will do it with you and he will tell everyone about this and I'm dead!*  
 : *I will be suspended! My career will be over!*  
 TCS : *No. Don't worry*  
 : *We protect each other's secret over here*

(Conversation #4, Lines 60-119, 5 November 2013)

TCS : *We will share it between us*  
 : *No don't worry*  
 ZZ : *I will get from both sides then?*  
 TCS : *He won't find out about it*  
 : *When we push from our side, we won't make it too obvious*  
 : *Because we don't want to interrupt*  
 : *The odd*  
 : *You could probably earn an extra 1500 from our side*  
 : *Do you want it?*  
 ZZ : *Ohhh*  
 : *Are you sure that he won't find out?*  
 : *I don't want to get into trouble*  
 : *Is it true that I will just get 5K if I do "points" and there is no coverage?*  
 TCS : *I have no clue really*  
 : *Probably*  
 : *There is no live coverage now*  
 : *If you do it here, we will offer you the same*  
 : *But it is safer because you can get your money back*  
 ZZ : *What do you mean by that?*  
 TCS : *We guarantee that you will get your money back*  
 : *[withheld] might take some time to pay you*  
 : *But of course he can give you 5K*  
 : *Because it is just a small amount*  
 ZZ : *I see*  
 : *Okay okay*  
 TCS : *Just let us know your decision*  
 ZZ : *But if I suddenly do 'points', do I have to lose?*  
 TCS : *If you want to lose, let us know now*  
 : *You can get 15K*  
 ZZ : *Or less than the points that he asked? I will lose right!*  
 : *I don't want to lose*  
 TCS : *I have to make a repayment if I lose*  
 : *So don't lose*  
 ZZ : *Who has to make the repayment?*

: *Haha*  
 : *So, if I was about to lose, I have to give walkover, right?*  
 : *I mean to retire?*  
 TCS : *Of you, man! You have to pay*  
 : *I see*  
 ZZ : *Okay okay*  
 : *I will keep you updated*  
 TCS : *Okay okay*  
 : *No worries*  
 : *Just tell me what do you want to do*  
 : *Then on my side, I will give you an extra sum of 1500 okay?*  
 : *We will push a little only*  
 : *We won't disturb him*  
 : *So just don't worry about it*  
 ZZ : *Alright*  
 : *Just 1500?*  
 : *Haha*  
 : *Give me more*  
 : *Haha*  
 TCS : *Because we just push a little only*  
 : *We do not dare to do much because we don't want [withheld] to find out*  
 ZZ : *At least give me 2K*  
 : *Haha*  
 : *I will keep you updated*  
 TCS : *Okay okay*  
 : *No problem*

(Conversation #4, Lines 186-209, 5 November 2013)

ZZ : *Hmm, just give me 2K to me okay?*  
 : *Hehe*  
 TCS : *Sure*  
 : *Just transferred 2K to you*  
 : *What now?*  
 ZZ : *Okay*  
 TCS : *Tell me first*  
 : *Now let's get the job done*  
 ZZ : *I will do 2 sets, must win under 18*  
 TCS : *Well..I have to communicate with the people in Malaysia*  
 ZZ : *Sure sure*  
 TCS : *Did you win?*  
 ZZ : *Yes*  
 TCS : *You won because he didn't fight*  
 : *Right?*  
 ZZ : *I 'made' it a win*  
 : *Yes yes*  
 TCS : *That means he can't get much from 18 and 18 right?*  
 ZZ : *Yes*  
 TCS : *If not, what will happen?*  
 : *Are you going to do walkover?*  
 ZZ : *Yes*

TCS : *Okay okay*  
: *I am calling the people in Malaysia now*

(Conversation #4, Lines 231-264, 5 November 2013)

ZZ : *Should we cancel our plan for this game?*  
: *It's too dangerous*

TCS : *Up to you man*  
: *I agree. It's too dangerous*  
: *Just tell him that you are scared to do "give points"*  
: *Too close*  
: *Idiot*  
: *He is a stupid idiot*  
: *Knn*

ZZ : *So now it's 21-17 21-17 and below right?*  
: *Don't you think it's risky?*  
: *Down one point*  
: *Do you think it's okay? Risky?*

TCS : *You can play 18 and 17*  
: *Are you confident that you can beat him 17 17 and below?*

ZZ : *I don't know this player*  
: *So it's quite hard to tell*  
: *Are you confident or not?*

TCS : *Yes I am*

ZZ : *Ok then*

ZZ : *Ok then*

TCS : *Just whack him hard in the first set, and if he can't fight back in the second set, things will be good for us*

ZZ : *Can I win around 21-18 21-17?*  
: *Sure, if that's the case*

TCS : *Yes*  
: *So, how now?*

ZZ : *Proceed*  
: *Proceed*

TCS : *Just make it 18 and 17*

ZZ : *Will do*

TCS : *Okay okay*  
: *Sure will do*

ZZ : *Yes Yes*  
: *Sure sure*

*Macau Grand Prix Gold, 25-30 November 2014 ("Macau GP")*

(Conversation #4, Lines 539-556, 27 November 2014)

TCS : *I will lose and bring back 20K*

ZZ : *Okay okay*  
: *Where are you now?*

TCS : *Just come back*  
: *What's the matter?*

ZZ : *Okay okay*  
: *I want to ask you something*

TCS : *What is it?*

ZZ : *Is it risky if I want to do “balls” now?*  
TCS : *Not really*  
: *But better not*  
ZZ : *Why?*  
TCS : *365*  
: *But you can try SBO*  
ZZ : *Sure. SBO then*  
: *But not 365*  
TCS : *You can do SBO*  
: *365 is too risky*

(Conversation #4, Lines 569-589, 27 November 2014)

TCS : *Do you want to lose*  
: *or win*  
ZZ : *Yes I think I want to lose*  
: *I am not feeling well*  
: *I can't play well yesterday in fact*  
TCS : *I have 30K off with me here*  
: *How much can I push? Any opinion?*  
: *Do you want?*  
: *Because I have another 2 partners*  
: *In their account*  
: *I know have few accounts. I will just place it. You guys can log in and check*  
: *Then we will share between us*  
: *Are you guys in?*  
: *It's up to you*  
: *I can't cheat you guys*  
: *Because you guys can log into this account and find out yourself*  
: *Where are you guys?*  
: *Now*  
ZZ : *But I am a little nervous now*  
: *I read some news about BWF yesterday*  
TCS : *Don't worry. Just “press” live*

*K & D Graphics & Yonex Grand Prix (USA), 8-13 December 2014 (“K&D GP”)*  
(Conversation #4, Lines 686-693, 11 December 2014)

TCS : *Is you brother doing this?*  
: *Can give 8000*  
ZZ : *Sorry I just woke up*  
: *To win?*  
TCS : *Of course to lose! Haha*  
ZZ : *Win or lose?*  
: *Please be serious*  
: *My brother's opponent is the favourite*

#### Interview Transcripts

76. ZZ was interviewed by the BWF on 27 February 2017. In summary:



- 76.1. ZZ agreed to proceed without having a legal representative present and acknowledged that the interview was conducted under BWF rules;
  - 76.2. ZZ alleged that the Whistleblower had asked for his number first to change a match time for a logistical reason;
  - 76.3. ZZ stated that the words ‘*want to do anything*’ in the WhatsApp message to the Whistleblower were sent on behalf of his friend CKW, who wanted to bet on the match referred to in the message. It was not intended to mean that the Whistleblower or his friend were interested in fixing that match;
  - 76.4. ZZ admitted that he should not have sent the WhatsApp message as it could have been misinterpreted. He did not report CKW’s request to the BWF as he thought that betting on a personal basis was not a violation;
  - 76.5. at the end, ZZ agreed to provide his mobile phone for examination.
77. TCS was interviewed by the BWF on 18 September 2017. In summary:
- 77.1. TCS agreed that he was aware that he had a right to have a legal representative present but he did not bring one to the interview;
  - 77.2. TCS agreed that his level of English was “*okay*” and he would stop the interview if he did not understand any questions;
  - 77.3. TSC stated that he knew ZZ for more than ten (10) years but had not spoken to ZZ for some time;
  - 77.4. BWF investigators referred TCS to selected WhatsApp messages between ZZ and TCS. When questioned about messages which *prima facie* discussed the manipulation of matches at various badminton tournaments, TCS explained that such messages were simply jokes. TCS asserted that he had never attempted to manipulate any match;
  - 77.5. BWF investigators questioned TCS regarding the identity of an individual named [withheld] or [withheld] referenced in the messages. TCS initially stated that the word [withheld] was a Malay slang word, but subsequently denied knowing an individual named [withheld] after he was read a message where TCS informed ZZ that [withheld] owed him money;
  - 77.6. BWF investigators questioned TCS what he meant by the words “*SBO*” and “*Bet365*” in the messages. TCS denied knowing that they were names of betting companies.

**BWF case against ZZ and TCS**

78. In summary, the BWF case is that ZZ and TCS together engaged in “*actual and attempted match and point fixing and did so for the purposes of betting, based on fixed matches*”.

79. The BWF contends that “*a fair reading*” of the WhatsApp messages between ZZ and TCS show that “*they were fully engaged in match-fixing*” particularly when compared to the badminton tournaments occurring during the same period.
80. The BWF alleges that ZZ and TCS acted in violation of the 2012 Code in connection with the:
  - 80.1. London GP;
  - 80.2. Dutch GP;
  - 80.3. Korea GP;
  - 80.4. Macau GP; and
  - 80.5. K&D GP.
81. The BWF also alleges that ZZ individually:
  - 81.1. failed to disclose to the BWF without any delay any approach or invitation to engage in conduct that would amount to a breach of the 2012 Code; and
  - 81.2. engaged in conduct in violation of the 2016 Code at the Brazil GP.

#### Witness Statement of Paterson

82. The BWF referred to the second Paterson witness statement where he relevantly stated:
  - 82.1. there are betting markets in badminton on: game and match outcomes; the winning margins of matches (2-0 or 2-1); the total point win; or, whether in each game there is an odd or even number of points;
  - 82.2. the WhatsApp messages refer to betting terms that he is familiar with, and the betting is seen to be more lucrative when there is a televised match, likely because ZZ and TC know there is more money available to bet with/against; and
  - 82.3. if a match is ended by a retirement the bets are refunded.

#### TCS Interview

83. The BWF noted from the TCS interview that:
  - 83.1. he stated he had heard of match-fixing in badminton and betting around it but he himself did not have any involvement in it or in betting himself (at 13-16);
  - 83.2. he stated that he was friends with ZZ and had known him since they were both juniors, i.e. for more than ten (10) years (at 16-17);
  - 83.3. he did not know whether ZZ was involved in match-fixing (at 18);
  - 83.4. he accepted that he had regularly sent and received messages by phone to and from ZZ regarding match-fixing, but that they were just jokes (at 21 and 61);

83.5. when certain messages were put to him, he stated:

83.5.1. message of 27 September 2013:

*“Wei, do you want to fight the games” meant “do you want to play at the casinos”;*

83.5.2. messages of 9 October 2013:

the conversation was *“a joke”* about match-fixing (at 23);

the phrases *“Has someone detected/sensed our plan”*, *“You win the first set and lose the second set”* and *“And win the third set”* were jokes;

83.5.3. messages of 2 November 2013:

he could not remember or was not aware of the meaning of *“You will get your cash immediately on your return from Korea”*, *“And you don’t tell anyone I did this”*, and *“Mate can you check for me to see if there is any opening for tomorrow’s game”*;

83.5.4. messages of 5 November 2013:

*“Just go out and fight for the first round, there’s no odds for the first round, and let’s see what it is for the second round”* were jokes;

he was not aware of the meaning of *“You must win under 18”*;

*“Is 15 okay by you”* was another joke. He denied that it was to do with payment for matches;

he was not aware of the meaning of the phrase stated by ZZ *“So if I was about to lose I have to give a walkover right”*;

he was not aware of the meaning of the word *“Bookey”* (at 55);

he initially stated that [withheld] was a Malay slang word, then accepted that [withheld] was an individual but he was unaware who, despite stating in a message that [withheld] owed him *“10k”*; and

he could not explain why the WhatsApp messages made references to live television coverage.

#### London GP

84. With respect to the London GP, the BWF submits that:

84.1. both ZZ and TCS played in the tournament. ZZ was knocked out in the quarter-finals on 4 October 2013, and TCS in the third round on 3 October 2013;

- 84.2. the WhatsApp messages which occurred on 3 October 2013 discuss “*an arrangement of a meeting and a discussion of profit*”;
  - 84.3. the “*profit*” is clear from the discussion, given that TCS asks ZZ “*Do you want to fight the games?*”; and
  - 84.4. ZZ and TCS subsequently agree to have a meeting but in circumstances where TCS requests ZZ to not inform anyone.
85. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that ZZ:
- 85.1. participated in any form of or supported betting or gambling related to his matches or the competition; and/or
  - 85.2. manipulated the results of a match; and/or
  - 85.3. encouraged or facilitated another to bet; and/or
  - 85.4. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort of the result of any match or to bring himself or the sport into disrepute.
86. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that TCS:
- 86.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ;
  - 86.2. was complicit in ZZ acting in the manner identified in the charges against ZZ;
  - 86.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute;
  - 86.4. used inside information for or in relation to bet in respect of ZZ’s likely performance; and
  - 86.5. instructed, encouraged, and/or facilitated another person to bet on the outcome of matches involving ZZ.

Dutch GP

87. With respect to the Dutch GP, the BWF submits that:
- 87.1. both ZZ and TCS participated in the tournament. ZZ participated in two (2) matches on 9 October 2013 and TCS in one (1) match on 9 October 2013;
  - 87.2. TCS informs ZZ “*You just fight the match okay?*”. Both ZZ and TCS believe that there has been a detection of “*the plan*” and “*the plan*” being “*cancelled*”;

- 87.3. “*the plan*” was obviously to make money, given that ZZ informs TCS he was about to “*hit a jackpot*”;
  - 87.4. the messages are plainly about which set and score ZZ and TCS should win by. The discussion is linked to the issue of whether there was live coverage of their matches; and
  - 87.5. in both matches played by ZZ, he played three (3) games. In the second match (which was not televised), he won the first game and not the second game, which accords with the instructions received.
88. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that ZZ:
- 88.1. participated in any form of or supported betting or gambling related to his matches or the competition; and/or
  - 88.2. manipulated the results of a match; and/or
  - 88.3. encouraged or facilitated another to bet; and/or
  - 88.4. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort of the result of any match or to bring himself or the sport into disrepute.
89. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that TCS:
- 89.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ;
  - 89.2. was complicit in ZZ acting in the manner identified in the charges against ZZ;
  - 89.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute;
  - 89.4. used inside information for or in relation to bet in respect of ZZ’s likely performance; and
  - 89.5. instructed, encouraged, and/or facilitated another person to bet on the outcome of matches involving ZZ.

Korea GP

90. With respect to the Korea GP, the BWF submits that:

- 90.1. ZZ participated in this tournament;

- 90.2. on 4 November 2013 (the eve of his first match), the opening messages are discussion of payment for ZZ upon his return from Korea and how it may arouse suspicion of the tax authorities if the money was paid into a bank account;
  - 90.3. lines 50-52 show the understanding of TCS and ZZ that if the matches are televised there are greater sums involved;
  - 90.4. at lines 56-64 they explain to each other that losing the final set is not the best way to make money as the odds closed on the second set;
  - 90.5. at lines 104-106 the decision is made that there is no opening for the first round. This changes after the involvement of a person named [withheld] who appears to inform ZZ that “*an odd*” had opened;
  - 90.6. on 5 November 2013, there is clear discussion of reward of “15K”. From Line 14, the conversation turns to [withheld] and his having asked ZZ for “*points*”. The “*points*” is explained at lines 186-203 where ZZ says he must win with his opponent having “*less than 18 points*”;
  - 90.7. [withheld] is plainly known to both, and rewarding or promising reward, to both. Line 23 shows that ZZ has received “3k” and sponsorship to Korea from [withheld], whereas lines 33-35 show that TCS seems to have done less successfully with [withheld] who “*sucks*” and owes TCS “10k”;
  - 90.8. at lines 60-73 there is an agreement that TCS and ZZ will do their own deals aside from [withheld] and share the profits from doing so. The terms are discussed at lines 103-109;
  - 90.9. on 5 November 2013, ZZ won his match in two (2) games with his opponent scoring less than 18 in both games. ZZ at the time had a ranking of 55 and his opponent of 477;
  - 90.10. on 6 November 2013, ZZ played Han Ki Hoon of Korea and retired having lost the first game 21-19 and trailing 15-10 in the second. The effect of a retirement is bets on winning are voided;
  - 90.11. at lines 88-209, ZZ and TCS discuss that there must be a win of two (2) games with the opponent under 18, and if not possible, a walkover (i.e. a retirement) should occur. At lines 215–240, the betting discussed required that there be a win by 6.5 points (i.e. 21:17); and
  - 90.12. more generally, at lines 432-437 the messages refer to an agreement and clear knowledge that TCS and ZZ could make substantial money by deliberately losing three (3) matches during a twelve (12) month period.
91. The BWF contends that the evidence demonstrates that in relation to his match against Han Ki Hoon, ZZ:
- 91.1. failed to complete a match in progress when he was not reasonably unable to do so; and/or

- 91.2. failed to use his best efforts to win a match; and/or
  - 91.3. failed for reward, to perform to his abilities; and/or
  - 91.4. manipulated the result of a match; and/or
  - 91.5. ensured the occurrence of a particular incident, which is the subject of a bet and for which he expected to receive or has received any reward.
92. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that ZZ generally:
- 92.1. participated in any form of or supported betting or gambling related to his matches or the competition; and/or
  - 92.2. manipulated the results of a match; and/or
  - 92.3. encouraged or facilitated another to bet; and/or
  - 92.4. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort of the result of any match or to bring himself or the sport into disrepute.
93. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that TCS:
- 93.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ;
  - 93.2. was complicit in ZZ acting in the manner identified in the charges against ZZ;
  - 93.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute;
  - 93.4. used inside information for or in relation to bet in respect of ZZ’s likely performance; and
  - 93.5. instructed, encouraged, and/or facilitated another person to bet on the outcome of matches involving ZZ.

Macau GP

94. With respect to the Macau GP, the BWF submits that:
- 94.1. ZZ played in this tournament. He lost in the third round in three (3) games;
  - 94.2. before his final match on 27 November 2017, ZZ and TCS discuss what to bet on and which betting provider (Bet365 or SBO) to use;

- 94.3. from line 571, ZZ suggests that he will lose the match, and that the betting should be against him (“*I think I want to lose*”). The betting appears to be by TCS, as TCS has “30K”;
- 94.4. from line 578, ZZ expresses concern regarding BWF news (“*but I am a little nervous now*”; “*I read some news about the BWF yesterday*”). On 25 November 2017 (two (2) days before the messages), the BWF issued a press release relating to corruption in badminton.
95. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that ZZ:
- 95.1. participated in any form of or supported betting or gambling related to his matches or the competition; and/or
- 95.2. manipulated the results of a match; and/or
- 95.3. encouraged or facilitated another to bet; and/or
- 95.4. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort of the result of any match or to bring himself or the sport into disrepute; and/or
- 95.5. disclosed inside information for betting purposes.
96. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that TCS:
- 96.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ;
- 96.2. was complicit in ZZ acting in the manner identified in the charges against ZZ;
- 96.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute;
- 96.4. used inside information for or in relation to bet in respect of ZZ’s likely performance; and
- 96.5. instructed, encouraged, and/or facilitated another person to bet on the outcome of matches involving ZZ.

K&D GP

97. With respect to the K&D GP, the BWF submits that
- 97.1. ZZ participated in this tournament, losing on 11 December 2014 in the third round. His brothers played in the men’s doubles and lost their first round match (they in fact lost in the quarter finals);



- 97.2. on 7 December 2014, ZZ asked TCS whether there was any “*opening*” for the tournament;
- 97.3. on 11 December 2014, TCS asks ZZ whether “*is your brother doing this?*” and “*can give 8,000*”.
98. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that ZZ:
- 98.1. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort of the result of any match or to bring himself or the sport into disrepute.
99. Coupled with the “*fair reading*” of the WhatsApp messages and the general evidence, the BWF contends that the evidence demonstrates that TCS:
- 99.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ;
- 99.2. was complicit in ZZ acting in the manner identified in the charges against ZZ; and
- 99.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute.

#### Failure to disclose

100. The BWF contends that the evidence demonstrates that ZZ failed to disclose without any delay any approach or invitation to engage in conduct that would amount to a breach of the 2012 Code related to betting on at least five (5) occasions.

#### Conclusion – 2012 Code violations

101. In respect of the alleged 2012 Code violations, the BWF concluded:
- 101.1. in the identified tournaments, there can be no question that ZZ and TCS are operating in concert to discuss and arrange the fixing of matches and the outcomes of scores in those matches;
- 101.2. ZZ and TCS are trading on the “*Inside Information*” of ZZ’s likely performance and (in one case) seeking to secure involvement of ZZ’s brothers;
- 101.3. ZZ did not start his involvement in match-fixing with TCS. It is plain that ZZ was involved with [withheld] aside from TCS, and that TCS was first an intermediary for others unknown and then became a bettor on the matches which ZZ played on his own account;
- 101.4. TCS’ account of the WhatsApp messages being a joke is mendacious and fanciful as:

- 101.4.1. the WhatsApp messages match reality - what was spoken happened;
- 101.4.2. the “joke” is prolonged and too convulsed for any humour;
- 101.4.3. the “joke” leads to actual nervousness by ZZ; and
- 101.4.4. the fact that TCS admits that the conversations were about match-fixing (albeit in ‘jest’) is proof that match-fixing is in fact their subject;
- 101.5. ZZ definitively fixed:
  - 101.5.1. the match score in the Dutch GP; and
  - 101.5.2. his retirement in the Korea Tournament.

Brazilian GP (2016 Code violations)

102. With respect to the Brazilian GP, the BWF submits that

- 102.1. ZZ participated in the Brazilian GP and made the Final, which took place with all other finals on 4 September 2016;
- 102.2. on a date in September 2016, ZZ sent a series of WhatsApp messages to the Whistleblower. At 5:16pm, he sent the message:
 

*“Just wanna ask [withheld]. Actually I scared to ask u. Haha. Erm, one of my friend asked me to talk to u because he knw I quite close with u. he asked me to ask u whether tmr ur frind [withheld] want to do anything? I mean my friend offer ur [withheld] friends. I’m sorry, I really scared to ask u. But I ask cause I trust u bro [emoji]”;*
- 102.3. when the Whistleblower failed to respond, ZZ sent further messages stating:
 

*“I’m sorry [withheld] [emoji][emoji]”*

and

*“Sorry [withheld], don’t be mad at me shouldn’t ask u that kind of question. My friend asked me for help only. Cause he knew I’m ok with you Sorry2”;*
- 102.4. the Whistleblower showed the message to the Second Whistleblower, and they reported the matter to Valdez, who reported it to the BWF;
- 102.5. ZZ was interviewed by BWF on 27 February 2017 and in that interview he:
  - 102.5.1. accepted sending the WhatsApp messages to the Whistleblower and agreed they could be read as if ZZ wanted to fix the match;
  - 102.5.2. contended that they were sent on behalf of CKW, a badminton player who played with ZZ as a junior and was about 3 years younger than

him. CKW wanted to know the likely result of the match so that he could have one hundred percent (100%) certainty on betting;

102.5.3. claimed that he sent the WhatsApp messages out of a compulsion to help his friend;

102.5.4. claimed that he apologised because he felt he should not have asked; and

102.5.5. claimed that he did not report the request from CKW because whilst he knew passing inside information was against BWF rules, he was not match-fixing, rather merely seeing if a match had been fixed;

102.6. Hines-Randle stated that he discovered that CKW was a junior Malaysian player ranked with the BWF, a Facebook friend with ZZ, and had played with ZZ. He contacted ZZ's father to request contact details for CKW. In response, ZZ's father stated that the person referred to at interview was 'Chia Kok Wei' (despite the spelling and description provided at interview). Hines-Randle was unable to find any person called 'Chia Kok Wei' associated with ZZ or registered as a badminton player;

102.7. CKW confirms that he knows ZZ and that he was a player at the same time as ZZ, but denies any involvement in trying to find out if a match was fixed;

102.8. the WhatsApp message is plain in that ZZ was seeking to arrange a fix of either the match or the points within it, as:

102.8.1. the message has a clear meaning. The "*do anything*" for a friend who had something to "*offer*" was not set in any social or other innocent context. This is admitted by ZZ;

102.8.2. the apology and silence by ZZ show that there was something to apologise for and that he did not want to discuss the matter;

102.8.3. ZZ lied to conceal the purpose of his message at interview; and

102.8.4. there was never any interest in any person in knowing if the match was fixed. Paterson's statement shows no unusual betting movements.

103. The BWF contends that the evidence demonstrates that ZZ:

103.1. offered money, benefit or consideration with the intention of negatively influencing the best efforts of a match; and/or

103.2. solicited the provision of inside information; and/or

103.3. contrived or attempted to contrive the outcome or any other aspect of a match; and/or

- 103.4. failed to report to the BWF an approach by a person who provides any type of money, benefit or Consideration to either influence the outcome of a match and/or to provide inside information in relation to a match.

### **ZZ Defence**

104. In summary, ZZ submitted that the WhatsApp messages were about matters other than match-fixing. ZZ also made submissions regarding the admissibility of certain documents which are discussed in further detail below.

#### London GP

105. The message which referenced wanting “*to fight games*” was in relation to a football match on which ZZ had placed a bet.

#### Dutch GP

106. The messages which referenced “*fight the match*”, “*hitting the jackpot*” and making extra money related to attendance at a casino in Amsterdam by ZZ, ZZ’s father, and TCS.

107. ZZ’s loss in the tournament was due to an injury which he had suffered.

#### Korea GP

108. In relation to his loss via walkover in the second match, the Korean umpires and service judges were biased against him.

109. The messages had nothing to do with match-fixing. [withheld] was an ex-state badminton athlete whom his father had previously sponsored, and who was now loaning money to ZZ because his sponsors were late in their payments.

#### Macau GP

110. The message which referenced his “*want to lose*” was a mere grammatical error as he is not well versed in English. He meant to express that he will lose due to illness.

111. The messages which referenced being “*little nervous*” having “*read some news about BWF yesterday*” were explained by him being nervous as he was worried that BWF might discover that he and his father had been gambling, which is illegal under Islamic law.

#### K&D GP

112. He has no knowledge of what TCS was trying to communicate when TCS offered him “8000” to lose. Losing to a lower ranking player does not mean a match is fixed.

#### Failure to report

113. ZZ did not raise a specific defence to this charge.

#### Brazilian GP

114. The Whistleblower’s interpretation of the message is inaccurate.

### **TCS Defence**

115. In summary, TCS provided a “*bare denial*” of any involvement in match-fixing and submitted that the WhatsApp messages were taken out of context and should be looked at as a whole, as opposed to selectively.

116. TCS separately made written submissions regarding the admissibility of certain documents which are discussed in further detail below.

### **Hearing**

117. A hearing was held on 26 February 2018 and 27 February 2018 in Singapore.

118. At its outset:

118.1. the parties confirmed that they had no objection to the composition of the Panel;

118.2. the parties confirmed that they had no objection to the presence of individuals invited by the Chair to attend the hearing without the right to speak; and

118.3. the Chair reminded all persons of the application of the Procedures, and particularly Article 9 regarding “*Confidentiality*”.

119. At its conclusion, the parties confirmed that they had been provided a “*fair trial*” and their “*fundamental rights*” had been respected in accordance with the Procedures.

### Attendance

120. The parties attended the hearing in person with their representatives:

120.1. BWF, represented by Mr Louis Weston and Mr. Thomas Delaye-Fortin;

120.2. ZZ, represented by Dato’ Kevin Sathiaselvan A/L Ramakrishnan, Ms. Elaine Lee, and Mr. Yuen Yi Jie; and

120.3. TCS, represented by Mr. Alex Anton Netto and Mr. Chen Yu Szen.

121. The hearing was also attended by:

121.1. Ms. Samsiah Binte Mohamed Mizah, an independent interpreter, pursuant to Article 13.8.2.5 of the Procedures. The Panel observed her qualifications and noted her proficiency as an expert Malay-English translator within the Singaporean legal system;

121.2. Mr. Jadadish Chandra (“**Chandra**”), a representative of BAM pursuant to Article 13.8.2.6 of the Procedures;

121.3. Mr Stuart Borrie, the BWF Chief Operating Officer, invited by the Chair pursuant to Article 13.8.2.8 of the Procedures to provide logistical support to all parties and observers in the hearing; and

121.4. Ms. Susanah Sing Mei Ng, invited by the Chair pursuant to Article 13.8.2.8 of the Procedures to act as *ad hoc* clerk for the Panel.

### Exclusion of Chandra from hearing

122. Following the first day of the hearing, the Chair received a complaint from the representatives of ZZ and TCS regarding Chandra.

123. The attention of the Chair was drawn to several media articles which had been published throughout the first day which disclosed confidential information regarding the hearing, the hearing procedure, and the evidence being led by the parties. Those articles included direct quotes and photographs of Chandra speaking to the media.
124. Having expressly warned the observers present in the hearing about their confidentiality obligations at the commencement of the hearing, the Chair decided to exclude Chandra from the second day pursuant to Article 13.8.1 of the Procedures. This decision was communicated by the BWF to the BAM accordingly.
125. The Chair subsequently reported the misconduct undertaken by Chandra to the BWF Secretary General for investigation as to whether disciplinary action was warranted.

Admissibility of evidence

126. As set out above, ZZ and TCS objected to the admissibility of various parts of the evidence. The BWF was provided the opportunity to respond to the objections. The parties subsequently provided oral argument on the first day of the hearing.

*ZZ objection to evidence*

127. ZZ submitted that the investigation was flawed and all actions flowing from it should be excluded as:
  - 127.1. he was deprived of the right to have legal counsel during his interview;
  - 127.2. he was not informed that the interview related to an investigation into violations of the 2012 Code and 2016 Code;
  - 127.3. the interview was conducted in English, a language in which he was not conversant and did not understand all questions;
  - 127.4. his mobile phone was taken from him immediately during the investigation and not after seven (7) business days as provided by the 2016 Code; and
  - 127.5. the WhatsApp messages relied upon by the BWF were tampered with, having not been presented in their original form.

*TCS objection to evidence*

128. TCS submitted that his interview transcript and the WhatsApp messages should be excluded as:
  - 128.1. he was not informed of his right to have legal counsel present and he was deprived of the right to have legal counsel during his interview. This violated, *inter alia*, the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights;
  - 128.2. the interview was conducted in English, in which he was not conversant and did not understand all questions, and no independent translator was present;
  - 128.3. the interview was not conducted “*under caution*”;

- 128.4. the evidence obtained from the interview was obtained illegally, and therefore should be disregarded by virtue of the ‘*exclusionary rule*’; and
- 128.5. the WhatsApp messages were not properly exhibited, being selected messages only, and therefore should be disregarded by virtue of the ‘*best evidence*’ rule.

*BWF response*

129. BWF responded that the requests to exclude evidence should be dismissed as:
  - 129.1. the Panel is not bound by any laws of evidence pursuant to the criminal or civil law of any state, but only those found in the Procedures;
  - 129.2. the position at the Court of Arbitration for Sport (**CAS**) is that evidence before a sporting disciplinary tribunal even if “*illegally obtained*” is not automatically excluded (CAS 2011/A/2426 *Amos Adamu v. FIFA*). The question of admissibility must refer to the relevant procedural rules and whether the admission of such evidence is fair;
  - 129.3. the right to have legal representatives at interview was set out in the ZZ Interview Letter and TCS Interview Letter. Both elected not to exercise it;
  - 129.4. ZZ and TCS, based on the interview transcripts, clearly understood the questions being asked;
  - 129.5. the ZZ Interview Letter, which was signed by ZZ as an acknowledgement of receipt, made clear reference to the specific purpose of the interview;
  - 129.6. BWF has no obligation to “*caution*” TCS in the manner required by criminal procedural law, as he has no “*right to silence*”; and
  - 129.7. under the 2016 Code, the BWF is entitled to make a “*Demand*” for “*mobile phones*” during an interview, and in any event, both ZZ and TCS did not object to the request and freely handed over their mobile phone to Scotney.

Witness Testimony

130. A summary of the oral testimony received during the hearing is set out below.

*Whistleblower*

131. The Whistleblower affirmed the content of the witness statements.
132. When cross-examined, the Whistleblower admitted that the words “*match-fixing*” were never mentioned in the WhatsApp message. However, after consulting with the Second Whistleblower, they together concluded that the first message was an invitation to fix a match.
133. Upon re-examination, the Whistleblower elaborated that the Whistleblower did not immediately report ZZ to the BWF, but only decided to do so after the subsequent message where ZZ apologised, which affirmed the Whistleblower’s suspicion that the first message was an invitation to fix a match.

*Benjamin Paterson*

134. Paterson affirmed the content of his witness statements.
135. When cross-examined, Paterson explained that although it was not categorically clear what the parties were discussing in the WhatsApp messages, in his opinion it was the manipulation of matches. He stated that he did not require all the WhatsApp messages to reach this conclusion, as the language used was consistent with language he had seen utilised by fixers throughout his time in the industry. He admitted that he was unable to confirm whether ZZ had complied with any ‘enticement’ by TCS to manipulate a match.

*Paul Scotney*

136. Scotney did not provide a witness statement. He was present on behalf of the BWF during the interviews of ZZ and TCS.
137. Scotney explained that he was a former senior police officer at Scotland Yard, having risen to the rank of Detective Chief Superintendent after a twenty-seven (27) year career. In 2003, he left the police force and had acted as a specialised investigator against corruption in sport. He has worked for several clients, including the IOC.
138. When cross examined, Scotney refuted the allegation that he had dismissed ZZ’s right to have counsel present during his interview, noting that ZZ had several days to organise to have counsel present. When questioned about the seizure of the mobile phone, he stated that in his experience if there was a chance to seize evidence legitimately, then it is his duty to do so. He confirmed that ZZ produced his phone willingly. He stated that based on forty (40) years of interviewing experience, including many involving persons that were non-native English speakers, he first establishes whether their language is sufficient before proceeding. Scotney was very comfortable that TCS’ level of English was sufficient to proceed with the interview without a translator.

*Andrew Hines-Randle*

139. Hines-Randle affirmed the contents of his witness statements.
140. When cross-examined, he explained with respect to the WhatsApp messages that the focus was only on extracting evidence necessary for the ongoing investigation; as such, only a selection was translated. He believed that TCS had sufficient English to understand the questions at the interview based on their interactions prior to the interview.
141. Upon re-examination, he explained that not all WhatsApp messages were translated due to volume (approximately 850,000 lines in total), the majority of which were not relevant.

*Zulfadli Zulkiffli*

142. ZZ denied having received the ZZ Interview Letter but affirmed having signed the acknowledgement slip. He stated that he only signed the slip, and that he did not tick the column marked “yes” next to the box acknowledging receipt.
143. When cross-examined, it was put to ZZ that he was being ‘enticed’ to engage in corruption by TCS. ZZ responded that TCS, as his senior, was only trying to test his integrity given that ZZ was an upcoming player. ZZ denied that TCS was a close friend or that he had any business or financial relationship with him.



144. When questioned on excerpts from the WhatsApp messages relating to him purportedly receiving amounts of money from TCS (e.g. “15K” if he loses a rubber set and there is live coverage), ZZ stated that these referred to sponsorship deals which TCS was trying to secure for him.
145. When questioned why he did not report TCS to the BWF, ZZ stated “*me being the junior and he is the senior and we were teammates, we know for a fact that it was nothing to do with match-fixing and that was the reason why I did not submit a report. It was just a casual conversation*”.
146. When questioned on the WhatsApp messages to the Whistleblower, ZZ denied that they pertained to match manipulation. He stated that he apologised because he was afraid that the Whistleblower might get angry because ZZ had almost given the Whistleblower’s phone number to a Brazilian friend. The Brazilian friend allegedly wanted to know about the match. It was put to ZZ that this explanation differed to the one he gave in his interview; ZZ responded that during the interview he was nervous, had panicked and the name CWK came to mind.

*Tan Chun Seang*

147. TCS denied having understood the full extent of the TCS Interview Letter and testified that during the interview there was no mention of his right to an interpreter.
148. When cross-examined, TCS stated that he has no financial relationship with ZZ, and that the WhatsApp messages were carried out to ‘test’ ZZ. The ‘test’ was due to TCS considering himself ‘next in line’ to Dato’ Lee Chong Wei, the top Malaysian player, and ZZ was a junior who had had some success and the potential ability to usurp his position as ‘next in line’. At one point, the following exchange occurred:

WESTON : *Why were you talking about match-fixing in your WhatsApp messages with Zulkiffli?*

TCS : *I wanted to do the testing. I want to see what kind of person he is.*

WESTON : *Right. So do I understand that when these conversations turn to match-fixing, your position is, “I was pretending to test him”?*

TCS : *Just only to test him.*

WESTON : *Right.*

TCS : *There is no other intention.*

WESTON : *Right. So the truth of this is that you were talking about match-fixing, but it was all a test?*

TCS : *Yes.*

149. When it was put to TCS that the message “*three matches, if you get good odds you can make at least 75K*” had increased the sum offered from a previous message, he stated that he had increased the sum to see whether it would have ‘made a difference’ to ZZ.
150. When questioned about the messages referring to him transferring “2K” to ZZ, TCS stated that it had occurred too long ago to remember the purpose of the transfer but denied that it was to do with match-fixing.
151. TCS denied having helped ZZ bet on matches, ‘make points’ and open betting accounts.

152. When cross-examined by ZZ's counsel, TCS maintained that ZZ had never carried out any of the 'tests' that TCS had set.

### **Submissions on sanction**

153. At the conclusion of the hearing, the Chair invited submissions on sanction in the hypothetical scenario that ZZ and TCS were found to have committed the violations alleged. The BWF provided its submissions in writing at the hearing. ZZ and TCS were provided seven (7) days to finalise their submissions.

154. The Chair provided strict instructions that the submissions were to be limited to sanction alone. Where submissions went beyond the scope of that instruction, they were not considered by the Panel.

### **BWF**

155. The BWF relevantly submitted:

155.1. whilst the 2012 Code and 2016 Code do not identify any particular sanction or 'sanction bracket' for the charges, the Panel should nevertheless have regard to the purpose and seriousness of the alleged infringements, and to the general position in the sporting world that corruption is viewed as an existential threat to the essence of sport;

155.2. the Panel should consider the proportionality of the sanction having regard to the general purpose of the imposition of such sanction;

155.3. there was no mitigation given. Neither ZZ nor TCS expressed any remorse or contrition nor sought to accept any breach. Their youth and previous good character could not be considered mitigating factors;

155.4. there are aggravating factors in that the corruption was planned and considered. Both ZZ and TCS had knowingly breached the 2012 Code and/or 2016 Code. The conduct was prolonged and not isolated, and for a significant personal financial reward. The conduct had also involved inducement: ZZ had attempted to induce the Whistleblower, while TCS had induced ZZ; and

155.5. taking into consideration relevant international jurisprudence, a sanction of an exclusion from badminton for at least ten (10) years and a significant financial penalty to deprive them from any illicit financial benefit should be imposed.

### **ZZ**

156. ZZ relevantly submitted:

156.1. the Panel must consider his age. During the relevant period, ZZ was in his late teens and looking up to his idol, a senior player ranked second in Malaysia. The WhatsApp messages were initiated by TCS and were never acted upon by ZZ. ZZ was under undue influence from TCS. After TCS stopped playing professional badminton, there were no further communications. There is no evidence that what was discussed was carried out. ZZ cannot be punished for merely receiving WhatsApp messages from TCS;

- 156.2. the sanction imposed on TCS should not be the same as ZZ. The appropriate sanction is a minimal fine and no suspension, given that ZZ is at the threshold of his career. A ten (10) year suspension as proposed by the BWF would kill his career. Such period is not rehabilitative and not proportional, given that ZZ had spent his entire childhood and teenage years in badminton, and is a public figure who had made his country proud. It would be impossible for ZZ to pay any fine, given that most of his sponsors had retracted their agreements with him; and
- 156.3. the BWF rules do not identify a particular sanction for each of the alleged charges. Thus, there cannot be a punishment without a definite law.

#### TCS

157. TCS relevantly submitted:

- 157.1. he had never been sanctioned for match-fixing or any offence throughout his professional career. He had carried himself with much dignity and integrity during his time as a badminton athlete;
- 157.2. he had fully cooperated with the BWF investigation;
- 157.3. the BWF had failed to prove that there had been any follow-up to the 'tests' which he had given to ZZ; and
- 157.4. considering these factors, the sanction should be proportional.

## D. FINDINGS

158. While the Panel has carefully considered all the facts, evidence, allegations and arguments submitted orally and in writing, the Panel refers in these findings only to the submissions and evidence it considers necessary to explain its reasoning.
159. The Panel was grateful for, and ably assisted by, the quality of the written submissions and oral advocacy displayed by the parties' representatives.

### **Regulatory framework for conduct of interviews**

160. The Panel noted an overlap between Article 6 of the 2016 Code and Article 5 of the Procedures with respect to the conduct of interviews. Both sections refer to the various rights and obligations of persons interviewed, as well as how interviews should be conducted by BWF investigators. This overlap purportedly occurred due to an update in the Procedures, which entered into force on 1 June 2017. The 2016 Code originally entered into force on 26 May 2016.
161. The Panel determined that the 2016 Code was applicable to the interviews.
- 161.1. Not only had the BWF expressly referred to the rules provided in the 2016 Code within the ZZ Interview Letter and the TCS Interview Letter, but those letters had also expressly referred to the interview being conducted as part of "*an on-going investigation into possible breaches*" of the 2016 Code itself.
- 161.2. Furthermore, Article 6.1 of the 2016 Code expressly sets out that Article 6 applies "*in furtherance of investigating the possibility of a commission of a Corruption Offence*". "*Corruption Offence*" is defined as any of the offences listed in Article 3 of the 2016 Code.
162. Neither ZZ nor TCS contended that due to the overlap of the 2016 Code and Procedures that their rights were infringed; this is because the Articles in both sets of rules are effectively the same in scope and language, and the rights and obligations of "*Covered Persons*" that are invited to participate in BWF interviews are practically identical.

### **Admissibility of evidence**

163. After careful deliberation with the Members, the Chair rejected the requests by ZZ and TCS to exclude various aspects of the evidence for the below reasons.

#### Applicable procedural rules

164. The Procedures are the master of the procedures to be implemented by an Ethics Hearing Panel in the context of a hearing. This includes, *inter alia*, the admissibility and inadmissibility of evidence.
165. Unlike the regulations of other international sporting bodies which expressly exclude certain categories of evidence (e.g. "*evidence which violates human dignity*" in the FIFA Disciplinary Code or "*evidence not translated into English*" in the AFC Disciplinary and Ethics Code), the Procedures are silent on the question of the treatment of evidence.

166. They solely state at Article 13.8.1 that “*The chair is in charge of the meeting and any rules on procedure from the chair are binding*”.
167. What is clear is that the rules of evidence found in criminal and civil jurisdictions are not applicable. An Ethics Hearing Panel of the BWF is a private tribunal convened under the rules of a privately-governed organisation. The only limitation on such rules is that they must accord with the law of the state in which the privately-governed organisation (in this case, Malaysia) is domiciled.
- 167.1. Neither ZZ nor TCS alleged that the Procedures violated mandatory Malaysian law in any way.
- 167.2. As such, the reliance by TCS on the ‘best evidence rule’ and the ‘exclusionary rule’, which do not form part of the Procedures or any other BWF rules of evidence, has no legal basis.
168. This accords with similar remarks found in CAS jurisprudence. In cases where evidence was illegally-obtained (which is not the case or submission here), a CAS panel is not necessarily precluded from admitting such evidence (*cf.* CAS 2011/A/2426 *Amos Adamu v. FIFA*) and ultimately has discretion to decide to admit evidence subject to the procedural rules of the relevant sport federation (*cf.* CAS 2011/A/2425 *Ahongalu Fusimalohi v. FIFA*). Evidence which is inadmissible in a criminal or civil court is not automatically excluded from the deliberations of a sport tribunal or arbitral body (*cf.* CAS 2013/A/3297 *Public Joint-Stock Company “Football Club Metalist” v. UEFA & PAOK*). This is necessary in match-fixing cases, given the public interest in finding the truth and the limited means of sports federations to obtain evidence (*cf.* CAS 2014/A/3625 *Sivasspor Kulübü v. UEFA*; CAS 2014/A/3628 *Eskisehirspor Kulübü v. UEFA*).

#### Proper conduct of an interview

169. In essence, the objections by ZZ and TCS regarding the right to counsel and right to request an interpreter were effectively that the 2016 Code made it mandatory for counsel and/or an interpreter to be present at interview, and that their absence rendered such interview (and evidence borne from such interview) as tainted.
- 169.1. ZZ and TCS also pleaded that they were not reminded or provided notice of such rights.
170. The 2016 Code is clear in that parties invited to an interview are afforded various rights which they may exercise. These rights include:
- 170.1. the right to have a legal counsel present (Article 6.1.2);
- 170.2. the right to request an interpreter (Article 6.1.4); and
- 170.3. the right to request a copy of the interview transcript (Article 6.1.5).
171. These are discretionary rights. No language in the 2016 Code obliges the BWF to ensure that a party exercises these rights or in their absence, that the BWF must exercise these rights on behalf of the party. If the 2016 Code were to be enforced in the manner

suggested by ZZ and TCS, a party could simply refuse to engage legal counsel and assert that no interview could ever take place under the relevant rules.

172. The ZZ Interview Letter and TCS Interview Letter both spelled out these rights in plain language. The third and fourth paragraph of each letter states:

*“Please be advised that under the Regulations, you have the right to have a legal representative present during the interview [Regulation 6.1.2]”*

*“You also have the right to request an interpreter present during the interview, with the cost being borne by the BWF [Regulation 6.1.4]”*

173. ZZ declared on the acknowledgement slip enclosed with the ZZ Interview Letter (by signing at each line and ticking the box marked “Yes” next to each item) that:

*“1. I have received the letter from BWF dated 03 February 2017*

*2. I understand that a formal interview has been called for Wednesday 22 February 2017 at the Park Royal Hotel, Kuala Lumpur.*

*3. I am available and will attend the interview on Wednesday 22 February 2017. (handwritten note: “defer to 27 Monday”)*

174. TCS declared on the acknowledgement slip enclosed with the TCS Interview Letter (by signing at each line and ticking the box marked “Yes” for items #1 and #2 and “No” for item #3) that:

*“1. I have received the letter from BWF dated 29 August 2017*

*2. I understand that a formal interview has been called for Thursday 14 September 2017 at the Park Royal Hotel, Kuala Lumpur.*

*3. I am available and will attend the interview on Thursday 14 September 2017.”*

175. Parties which sign a document of legal importance do so at their own responsibility, even without knowledge of their precise contents. That ZZ and TCS chose not to exercise rights available to them (or in the case of the TCS interview, agreed to proceed without an interpreter given the last-minute cancellation) does not render their interviews to be conducted improperly or the evidence which was borne out of their interviews as inadmissible.

176. In a similar manner, TCS argued that as he was not “*cautioned*” prior to the commencement of the interview, it was improperly conducted, and the evidence borne out of it inadmissible. Effectively, TCS contended that the procedure in a criminal matter whereby a person being interviewed is reminded of their right to silence (to avoid self-incrimination) should have been undertaken.

177. The 2016 Code provides no legal basis for any such action by investigators. In fact, it obliges parties, *inter alia*, to answer “*any reasonable question when being interviewed*”.

### Demand for mobile phones

178. ZZ alleged that his mobile phone was improperly seized by the BWF at the conclusion of his interview. In this regard, he posited that the 2016 Code requires that anything demanded by the BWF only be provided after seven (7) business days of the making of such demand.
179. The relevant rules state:
- 6.1.6 *All Covered Persons must cooperate fully with investigations conducted by the BWF or their appointed investigators and agents including answering any reasonable question when being interviewed and giving evidence at hearings, if requested.*
- ...
- 6.1.8 *If the BWF believes that a Covered Person may have committed a Corruption Offence, the BWF may make a Demand to any Covered Person to furnish to the BWF any information or equipment or device holding such information regarding the alleged Corruption Offence, including, without limitation,*
- 6.1.8.1 *records relating to the alleged Corruption Offence (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, Facebook, Twitter and other social media accounts, banking statements, betting records, internet service records, mobile devices and tablets, computers, hard drives and other electronic information storage devices), and*
- 6.1.8.2 *a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offence. The Covered Person shall furnish such information within seven (7) business days of the making of such Demand, or within such other time as may be set by the BWF.*
180. The definition of “Demand” is “a written demand for information issued by the BWF to any Covered Person”.
181. An example of a proper “Demand” is characterised in the BWF letter dated 18 September 2017 to ZZ requesting a copy of his banking records. This letter set out the “records” required pursuant to Article 6.1.8.1, the “facts and circumstances” with respect to the alleged Corruption Offence and provided twenty-eight (28) days to respond pursuant to Article 6.1.8.2.
182. The request by Scotney to ZZ could not be characterised as a “Demand” pursuant to Article 6.1.8. Rather, it was a request at the end of an interview to examine a mobile phone; a request which was willingly agreed to by the interviewee. ZZ would have not acted improperly as a “Covered Person” if he had refused the request and required the BWF to make a formal “Demand” in accordance with Article 6.1.8; however, he freely chose to act differently.
- 182.1. In any event, the Panel noted that the handing over of the mobile phone at the interview would have had no impact on the evidence obtained from it, given that

such evidence would have also been gathered seven (7) or more business days later if a “*Demand*” was issued.

#### Tampering

183. ZZ alleged that as the WhatsApp messages were not provided in their original form to the translators, they had been tampered with. ZZ provided no evidence in support of this.
184. ZZ did not further pursue or elaborate upon this argument at hearing and accordingly it is dismissed.

#### **Charges**

185. It is noted that no direct evidence is before the Panel. However, a lack of direct evidence does not necessarily equate to no misconduct occurring.
186. On several occasions, the CAS has recognised that special attention must be given to the paramount importance of fighting corruption of any kind in sport and to the nature and restricted investigatory powers of sport governing bodies compared to state authorities (see e.g. CAS 2009/A/1920 *FK Pobeda et al v. UEFA*; CAS 2014/A/3832 *Vanessa Vanakorn v. FIS*).
187. In this respect, various CAS panels have recognised that corruption is “*by its nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoings*” (CAS 2010/A/2172 *Oleg Oriekhov v. UEFA*).
188. Consequently, it is more likely than not that direct evidence will be the exception and indirect evidence the standard when dealing in cases involving alleged corrupt activity. In this respect, the CAS has previously held “*It is in the nature of circumstantial evidence that single items of evidence may each be capable of an innocent explanation but, taken together, establish guilt beyond reasonable doubt*” (CAS 2015/A/4059 *Klubi Sportiv Skenderbeu v. UEFA*).
189. In this regard, the standard of proof set out in the Procedures is one of balance of probabilities, as opposed to the comfortable satisfaction standard found in the rules of most other sport federations.
190. After reviewing the file in full, it became apparent that the Panel would be required to answer threshold questions which would assist in determining whether the BWF had met its burden of proof to the required standard. Those questions were:
- 190.1. Was the primary subject of the WhatsApp messages between ZZ and TCS the manipulation of badminton matches?
- 190.2. If yes, were the WhatsApp messages about matches which were being played during the same period during which the conversations occurred?

#### Was the primary subject of the WhatsApp messages between ZZ and TCS the manipulation of badminton matches?

191. There is minimal doubt – and it is certainly more probable than not - that the WhatsApp messages between ZZ and TCS were conversations relating to the manipulation of badminton matches.



192. The most striking element which led the Panel to this conclusion was the language utilised in the messages themselves. The messages included references, *inter alia*, to:
- 192.1. “*fighting*” or “*losing*” matches;
  - 192.2. amounts of money that could be won or lost, and the impact of live television coverage on such amounts;
  - 192.3. maximum points to be conceded in a game, or the order in which games should be won or lost;
  - 192.4. betting, “*odds*” and the use of betting operators; and
  - 192.5. following through with “*plans*”.
193. A “*fair reading*” of the WhatsApp messages leads to the conclusion that they related to the manipulation of badminton matches, purportedly for betting profits. There is no other logical explanation for the language used.
- 193.1. The position of ZZ that the messages related to matters other than badminton is extremely far-fetched, when they are considered in context and read both individually, and collectively.
  - 193.2. The position of TCS that the messages related to match manipulation but that the activities referred to therein were a “*joke*” or not acted upon is at best fanciful, and otherwise an impertinent position to take.
194. The Panel also noted – but did not necessarily rely on – the admission by TCS that the messages were about manipulation of badminton matches.
- 194.1. In this respect, the Panel deemed ZZ and TCS to be unreliable witnesses and placed minimal weight on their testimony.
  - 194.2. Both athletes, when given the opportunity to submit their position orally, were shown in cross-examination to have provided several inconsistent statements which limited the ability of the Panel to assign them much credibility.

If yes, were the WhatsApp messages about matches which were being played during the same period during which the conversations occurred?

195. In a similar vein, there is minimal doubt that the WhatsApp messages between ZZ and TCS were conversations not only related to the manipulation of badminton matches but also related to the manipulation of matches at the tournaments which occurred during the same period as the messages.
196. The most obvious point which led to this conclusion is that matters discussed during the WhatsApp messages occurred at matches in the tournaments in real life, such as:
- 196.1. during the Dutch GP, ZZ and TCS discuss losing a match in 3 games and hoped for live television coverage. ZZ subsequently lost his final match in 3 games;

- 196.2. during the Korea GP, ZZ and TCS discussed the scores required to make the betting successful and confirmed that if the scores were not attainable that ZZ should retire. In his first match, ZZ obtained the required scores. In his second match, ZZ retired from the match when the score was not attainable; and
- 196.3. during the Macau GP, ZZ states "*I think I want to lose*" and a discussion followed. ZZ subsequently lost the match in question.
197. Other aspects of the WhatsApp messages were telling. Aside from those already described at the first threshold question above, matters specific to the tournaments were discussed such as: references to location; the identity of opponents; timing of matches; provision of television coverage; and contextual matters (e.g. ZZ being nervous during the same period which the BWF issued a press release against corruption).
198. When considered against what occurred during the relevant tournaments, it is clear and obvious to the Panel that ZZ and TCS had engaged in a conspiracy to manipulate matches at various tournaments.

#### Charges against ZZ

199. As discussed above, ZZ was charged with violations of the 2012 Code and 2016 Code through meeting the definition of a "*Covered Person*" within those rules. ZZ did not contend that he was not a "*Covered Person*".

#### *Charges 1 (a)-(e) - match against Han Ki Hoon in the Korea GP*

200. The first set of charges against ZZ alleged, with respect to his match against Han Ki Hoon at the Korea GP, that he:
- 200.1. failed to complete a match in progress when he was not reasonably unable to do so in violation of Article 3.2.1 of the 2012 Code; and/or
- 200.2. failed to use his best efforts to win a match in violation of Article 3.2.2 of the 2012 Code; and/or
- 200.3. failed for reward, to perform to his abilities in violation of Article 3.2.4 of the 2012 Code; and/or
- 200.4. manipulated the result of a match in violation of Article 3.2.4; and/or
- 200.5. ensured the occurrence of a particular incident which is the subject of a bet and for which he expected to receive or has received any reward in violation of Article 3.2.7 of the 2012 Code.
201. The definition of "*manipulation of sports results/match-fixing*" in the 2012 Code is "*influencing the course or the result of a sports event in order to obtain advantage for oneself or for others and to remove all part of the uncertainty normally associated with the results of competition*".
202. The Panel held that it was more probable than not that ZZ had committed the violations alleged. In making this determination, the Panel referred to:

- 202.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent;
  - 202.2. the specific WhatsApp conversation whereby ZZ agreed that he would “do a walkover” if he could not achieve “18 and 18”. ZZ had earlier received “2K” from TCS, purportedly to achieve the score;
  - 202.3. ZZ retiring from the match when the score could not be achieved; and
  - 202.4. Paterson’s evidence that the result of a walkover on the betting market is that all bets are voided.
203. These facts led the Panel to determine that ZZ had deliberately retired from the match after he failed to achieve the points score discussed with TCS. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his defence that he had retired due to the bias of the appointed officials.
204. Accordingly, the Panel held that ZZ had violated Articles 3.2.1, 3.2.2, 3.2.4, and 3.2.7 of the 2012 Code when he retired from his match against Han Ki Hoon at the Korea GP.

*Charge 2 (a)-(d) – participation in London GP*

205. The second set of charges alleged the following violations of the 2012 Code with respect to ZZ’s participation at the London GP:
- 205.1. participated in any form of or supported betting or gambling related to his matches or the competition in violation of Article 3.2.1 of the 2012 Code; and/or
  - 205.2. manipulated the results of a match in violation of Article 3.2.4 of the 2012 Code; and/or
  - 205.3. encouraged or facilitated another to bet in violation of Article 3.2.5 of the 2012 Code; and/or
  - 205.4. engaged in any form of corruption and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match or to bring himself or the sport into disrepute in violation of Article 3.2.8 of the 2012 Code.
206. The specific evidence with respect to the London GP was limited to a brief message exchange whereby TCS offered “profits” to ZZ and asked whether ZZ wanted to “fight the games”. There was no evidence proffered which directly linked the messages to any matches contested by ZZ or TCS at the London GP.
207. Nonetheless, given its earlier finding that the WhatsApp messages were:
- 207.1. related to the manipulation of badminton matches; and

207.2. referred to matches within tournaments which occurred during the same period of time which the messages were sent,

the Panel held that it was more probable than not that ZZ had:

207.3. supported betting or gambling related to the London GP;

207.4. facilitated TCS or a third-party to bet on the London GP; and

207.5. engaged in a form of corruption that would reasonably be expected to influence his effort or the result of a match or bring himself or badminton into disrepute.

208. The Panel dismissed the charge relating to match manipulation, there being no specific direct or indirect evidence that ZZ influenced the course or result of any match at the London GP.

209. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his explanation that the WhatsApp messages referred to gambling on a football match.

210. Accordingly, the Panel held that ZZ had violated Articles 3.2.1, 3.2.5, and 3.2.8 of the 2012 Code with respect to his participation at the London GP.

*Charge 3 (a)-(d) – participation in Dutch GP*

211. The third set of charges alleged identical violations of the 2012 Code with respect to ZZ's participation at the Dutch GP.

212. The Panel held that it was more probable than not that ZZ had committed the violations alleged. In making this determination, the Panel referred to:

212.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent;

212.2. the specific WhatsApp conversation whereby ZZ and TCS discussed “*not proceeding*” with the “*plan*” as it had been “*cancelled*”;

212.3. the subsequent retraction in the WhatsApp conversation and confirmation that ZZ had arranged to receive “*15K*” for 3 games, and “*10K*” if he “*only made points*”. TCS then instructs ZZ to offer to [withheld] to just do the “*3 sets only*”, and to hope for “*live coverage*”;

212.4. ZZ subsequently lost his final match in 3 games, as the messages suggested; and

212.5. Paterson's evidence that profits for bettors are higher when there is live coverage of a match on television as there will be more betting operators and bookmakers will offer higher limits, given they can monitor the matches.

213. These facts led the Panel to determine that ZZ had deliberately manipulated the score of his final match at the Dutch GP to secure betting profits for a third-party. Given its finding

as to the credibility of ZZ as a witness, the Panel placed no weight on his defence that references to “*jackpot*” and financial amounts were to a visit to a nearby casino.

214. Accordingly, the Panel held that ZZ had violated Articles 3.2.1, 3.2.4, 3.2.5, and 3.2.8 of the 2012 Code with respect to his participation at the Dutch GP.

*Charge 4 (a)-(d) – participation in Korea GP*

215. The fourth set of charges alleged identical violations of the 2012 Code with respect to ZZ’s participation at the Korea GP.

216. The Panel held that it was more probable than not that ZZ had committed the violations alleged. In making this determination, the Panel referred to:

216.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent;

216.2. its finding that ZZ had violated the 2012 Code with respect to his second match at the Korea GP;

216.3. the specific WhatsApp conversation whereby ZZ agreed that he would “*do a walkover*” if he could not achieve “*18 and 18*”. ZZ had earlier received “*2K*” from TCS, purportedly to achieve the score;

216.4. the specific WhatsApp conversation whereby ZZ appeared to have facilitated TCS and [withheld] making bets on his match(es) and appeared to have accepted payments from TCS and [withheld] to manipulate matches.

Examples included ZZ stating that [withheld] had asked him “*to do points*” and would “*expect something*” having “*sponsored*” ZZ, and if ZZ did not do as asked, [withheld] may “*do it with you*” (TCS) and “*tell everyone*”, meaning ZZ will be “*dead*”, “*suspended*” and his “*career will be over*”; and

216.5. ZZ winning his first-round match and achieving the “*18 and 18*”, as instructed.

217. These facts led the Panel to determine that ZZ had deliberately manipulated the score of his first match at the Korea GP to secure betting profits for a third-party. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his defence that the sums of money referred to in the messages sent during the Korea GP were references to a loan provided by [withheld].

218. Accordingly, the Panel held that ZZ had violated Articles 3.2.1, 3.2.4, 3.2.5, and 3.2.8 of the 2012 Code with respect to his participation at the Korea GP.

*Charge 5 (a)-(d) – participation in Macau GP*

219. The fifth set of charges alleged identical violations of the 2012 Code with respect to ZZ’s participation at the Macau GP. They also alleged that ZZ had:

219.1. disclosed inside information for betting purposes in violation of Article 3.2.9 of the 2012 Code.

220. The definition of “*inside information*” in the 2012 Code is “*information about the likely participation or likely performance of a Player in an Event or concerning any other aspect of an Event which is known by a Covered Person and is not information in the public domain*”.
221. The Panel held that it was more probable than not that ZZ had committed the violations alleged. In making this determination, the Panel referred to:
- 221.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent;
- 221.2. the specific WhatsApp conversation whereby ZZ and TCS discussed using SBO or Bet365 to do “*balls*”, ZZ subsequently states “*I think I want to lose*” and TCS references having “*30K*” and being able to bet through “*2 partners*”; and
- 221.3. ZZ subsequently lost the match in question.
222. These facts led the Panel to determine that ZZ had deliberately manipulated the score of a match at the Macau GP to secure betting profits for a third-party. Furthermore, the disclosure by ZZ to TCS that he was going to lose the match, and the stated desire of TCS to bet on that loss, was a clear delivery of “*inside information*”.
223. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his defence that his express desire to lose was due to him not being a native English speaker and misrepresenting himself to TCS.
- 223.1. In this respect, the Panel noted that the relevant WhatsApp message was a direct translation from Malay, so the English proficiency of ZZ was irrelevant to the words expressed.
224. Accordingly, the Panel held that ZZ had violated Articles 3.2.1, 3.2.4, 3.2.5, 3.2.8 and 3.2.9 of the 2012 Code with respect to his participation at the Macau GP.

*Charge 6 (a) – participation in K&D GP*

225. The sixth set of charges alleged with respect to ZZ’s participation at the K&D GP that ZZ had engaged in any form of corruption, and in particular soliciting or accepting a gift or payment or item of value that is reasonably to be expected to influence his effort or the result of any match, or to bring himself or the sport into disrepute, in violation of Article 3.2.8 of the 2012 Code.
226. The Panel held that it was more probable than not that ZZ had committed the violation alleged. In making this determination, the Panel referred to:
- 226.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent;

- 226.2. the specific WhatsApp conversation whereby TCS offered “8000” for ZZ’s brothers to “do this”, and ZZ asked “win or lose?” and stated “my brother’s opponent is the favourite”; and
- 226.3. ZZ’s brothers lost their subsequent match 4-21, 15-21.
227. These facts led the Panel to determine that ZZ had solicited or accepted payment from TCS, allegedly on behalf of his brothers to lose their first-round match, a payment that influenced the result of a match and brought himself and the sport into disrepute.
- 227.1. There was no evidence before the Panel that ZZ’s brothers were aware of the solicitation or acceptance of payment; nor is it in the scope of this Panel’s reasons to make a finding on that point.
- 227.2. The knowledge of ZZ’s brothers of the solicitation or acceptance of payment is not necessary to satisfy the charge.
228. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his defence that it was common for players of a higher ranking to lose to players of a lower ranking and noted its irrelevance as to what was charged.
229. Accordingly, the Panel held that ZZ had violated Article 3.2.8 of the 2012 Code with respect to his participation at the K&D GP.

*Charge 7 – failure to report to BWF*

230. The seventh set of charges alleged, with respect to the five (5) tournaments set out above, that ZZ had failed to disclose to the BWF without delay any approach or invitation to engage in conduct that would amount to a breach of rules related to betting in violation of Article 3.2.10 of the 2012 Code.
231. Given the findings with respect to the above sets of charges, it follows that ZZ had on several occasions failed to report approaches and invitations by (at least) TCS and [withheld] to engage in conduct that would amount to a breach of rules related to betting.
232. Accordingly, the Panel held that ZZ had violated Article 3.2.10 of the 2012 Code.

*Charge 8 (a)-(d) – relating to the Brazil GP*

233. The eighth set of charges alleged the following violations of the 2016 Code with respect to ZZ’s participation at the Brazil GP:
- 233.1. offered money, benefit or consideration with the intention of negatively influencing the best efforts of a match in violation of Article 3.2.10 of the 2016 Code; and/or
- 233.2. solicited the provision of inside information in violation of Article 3.2.12 of the 2016 Code; and/or
- 233.3. contrived or attempted to contrive the outcome or any other aspect of a match in violation of Article 3.2.15 of the 2016 Code; and/or

233.4. failed to report to the BWF an approach by a person who provides any type of money, benefit or consideration to either influence the outcome of a match and/or to provide inside information in relation to a match in violation of Article 3.2.17 of the 2016 Code.

234. The definition of “*inside information*” in the 2016 Code is identical to the 2012 Code.

235. The Panel noted that:

235.1. ZZ participated in the Brazilian GP and made the Final, which took place with all other finals on 4 September 2016;

235.2. on a date in September 2016, ZZ sent a series of WhatsApp messages to the Whistleblower. At 5:16pm, he sent the message:

*“Just wanna ask [withheld]. Actually I scared to ask u. Haha. Erm, one of my friend asked me to talk to u because he knw I quite close with u. he asked me to ask u whether tmr ur frind [withheld] want to do anything? I mean my friend offer ur [withheld] friends. I’m sorry, I really scared to ask u. But I ask cause I trust u bro [emoji]”;*

235.3. when the Whistleblower failed to respond, ZZ sent further messages stating:

*“I’m sorry [withheld] [emoji][emoji]”*

and

*“Sorry [withheld], don’t be mad at me shouldn’t ask u that kind of question. My friend asked me for help only. Cause he knew I’m ok with you Sorry2”;*

235.4. the Whistleblower showed the message to the Second Whistleblower, and they reported the matter to Valdez, who reported it to the BWF;

235.5. ZZ in his interview:

235.5.1. accepted sending the WhatsApp messages to the Whistleblower and agreed they could be read as if ZZ wanted to fix the match;

235.5.2. contended that they were sent on behalf of CKW, a badminton player who played with ZZ as a junior and was about 3 years younger than him. CKW wanted to know the likely result of the match so that he could have one hundred percent (100%) certainty on betting;

235.5.3. stated that he sent the WhatsApp messages out of a compulsion to help his friend;

235.5.4. stated that he apologised when the Whistleblower did not respond because he felt he should not have asked; and



- 235.5.5. stated that he did not report the request from CKW to the BWF because whilst he knew passing inside information was against the rules, he was not match-fixing, rather merely seeing if a match had been fixed;
- 235.6. Hines-Randle stated that he discovered that CKW was a junior Malaysian player ranked with the BWF, a Facebook friend with ZZ, and had played with ZZ. He contacted ZZ's father to request contact details for CKW. In response, ZZ's father stated that the person referred to at interview was 'Chia Kok Wei' (despite the spelling and description provided at interview). Hines-Randle was unable to find any person called 'Chia Kok Wei' associated with ZZ or registered as a badminton player;
- 235.7. CKW confirms that he knows ZZ and that he was a player at the same time as ZZ, but denies any involvement in trying to find out if a match was fixed; and
- 235.8. under cross-examination, ZZ stated that he apologised because he was afraid that the Whistleblower might get angry because ZZ had intended to give the Whistleblower's phone number to a Brazilian friend who wanted to know about the match. ZZ stated that his change in explanation between his interview and oral testimony at hearing was because during the interview he was nervous, had panicked, and the name CWK came to his mind.
236. The Panel determined that the WhatsApp message sent to the Whistleblower clearly demonstrates an attempt to manipulate a match in that:
- 236.1. the message has a clear meaning. The "*do anything*" for a friend who had something to "*offer*" was not set in any social or other innocent context. This is admitted by ZZ;
- 236.2. the apology and subsequent silence by ZZ show that there was something to apologise for and that he did not want to discuss the matter;
- 236.3. ZZ lied to conceal the purpose of his message at interview and provided a different explanation under cross-examination. His father was untruthful in the information provided to Hines-Randle; and
- 236.4. Paterson stated that the market shows no unusual betting movements.
237. As such, the Panel held that it was more probable than not that ZZ had committed the regulatory violations alleged in that he:
- 237.1. offered a benefit to the Whistleblower and/or the Whistleblower's friends with the intention of negatively influencing the best efforts of the Whistleblower's friends in the match in question;
- 237.2. attempted to solicit the provision of "*inside information*" (i.e. whether the Whistleblower's friends were willing to "*do anything*");
- 237.3. contrived or attempted to contrive the outcome or any other aspect of the match in question; and

- 237.4. failed to report an illegitimate approach to the BWF, in that he was acting on behalf of a “*friend*” when approaching the Whistleblower.
238. Given its finding as to the credibility of ZZ as a witness, the Panel placed no weight on his explanation that the WhatsApp messages were misinterpreted and if the Whistleblower had properly clarified them, he could have explained their meaning. ZZ’s incoherent explanation in oral evidence that “*what I meant here is that I would ask my friend to ask on behalf for to speak to the referee, if the friend can ask to the referee or speak to the referee because he is from Brazil, if he can help out*” is illustrative of his inconsistency.
239. Accordingly, the Panel held that ZZ had violated Articles 3.2.10, 3.2.12, 3.2.15 and 3.2.17 of the 2016 Code with respect to his participation at Brazil GP.

#### *Conclusion*

240. As such, of the thirty-two (32) charges against ZZ, thirty-one (31) were found to be proven, with the exception of that part of the charge that he had manipulated the result of a match or the competition at the London GP.

#### Charges against TCS

241. The charges against TCS allege in respect of the London GP, Dutch GP, Korea GP, Macau GP, and K&D GP (first three charges only) that he:
- 241.1. instructed, induced or encouraged ZZ to act in the manner identified in the charges against ZZ in violation of Article 3.2.6 of the 2012 Code;
  - 241.2. was complicit in ZZ acting in the manner identified in the charges against ZZ in violation of Article 3.2.12 of the 2012 Code;
  - 241.3. offered a reward, payment or item of value to ZZ to act in the manner identified in the charges against him that might have been expected to influence ZZ and/or to bring the sport into disrepute in violation of Article 3.2.8 of the 2012 Code;
  - 241.4. used inside information for or in relation to betting in respect of ZZ’s likely performance in violation of Article 3.2.9 of the 2012 Code; and
  - 241.5. instructed, encouraged, and/or facilitated another person to bet on the outcome of matches involving ZZ in violation of Article 3.2.5 of the 2012 Code.
242. The Panel held that it was more probable than not that TCS had committed the violations alleged. In making this determination, the Panel referred to:
- 242.1. its finding that the WhatsApp messages between ZZ and TCS related to the manipulation of badminton matches, and to matches which took place during the same period in which the messages were sent; and
  - 242.2. its findings with respect to the charges against ZZ.
243. Accordingly, the Panel held that TCS had violated:

- 243.1. Articles 3.2.6, 3.2.8, and 3.2.12 of the 2012 Code with respect to the match between ZZ and Han Ki Hoon at the Korea GP;
- 243.2. Articles 3.2.5, 3.2.6, 3.2.8, 3.2.9, and 3.2.12 of the 2012 Code with respect to the London GP, the Dutch GP, the Korea GP, and the Macau GP; and
- 243.3. Articles 3.2.6, 3.2.8, and 3.2.12 of the 2012 Code with respect to the K&D GP.

*Conclusion*

244. As such, all twenty-six (26) charges against TCS were found to be proven

**Sanction**

- 245. Neither the 2012 Code nor the 2016 Code prescribe exact sanctions for the violations charged by the BWF. Rather, they make generic, broad-based references to sanctioning principles to be applied by disciplinary bodies.
- 246. The Procedures are instructive for the Panel. Article 16 expressly stipulates the penalties which may be imposed by an Ethics Hearing Panel if an individual is found to have committed regulatory violations:

*“16.1 The following penalties can be imposed by a Hearing Panels of the BWF:*

*16.1.1 Reprimand;*

*16.1.2 Exclusion or suspension;*

*16.1.3 Disqualification;*

*16.1.4 Ban from competition or from performing a function;*

*16.1.5 Removal of ranking points;*

*16.1.6 Return of awarded prizes;*

*16.1.7 Withdrawal of sanction;*

*16.1.8 Fine;*

*16.1.9 Any combination of these penalties, including a combination of an Administrative Fine or other appropriate measure agreed by the Council.*

*...*

*16.3 Any suspension is from all competitive events for such time as is seen fit, including possibly for life.”*

- 247. None of those penalties were defined, save for Article 16.3 which defines a “*suspension*”.
- 248. It was noted that this was the first instance where an Ethics Hearing Panel had been referred a case which was not an anti-doping rule violation. As such, the Panel did not

have the benefit of drawing upon the jurisprudence of decisions made by its peers when determining the appropriate sanction.

249. However, the Procedures do not prevent the Panel from drawing inspiration from the decisions of similarly-constituted sporting tribunals nor from the pronouncements made by the BWF.

249.1. In this respect, the Panel noted that the BWF, ZZ, and TCS had all relied upon the jurisprudence of CAS and other state courts when submitting on both the merits and sanction.

250. In its press release dated 25 November 2014, the BWF made its stance on corruption offences clear:

*“We are pleased to join with IOC and other international federations in the fight against corruption in sport. We expect IBIS to have a positive impact and we look forward to benefiting from it...This is a significant ideal to which we all subscribe-that sport must be played in an environment devoid of illegal betting, match-fixing or any other forms of corruption or manipulation-and BWF will continue to do its utmost to uphold this and to spread this philosophy among its global membership.”*

251. Similarly, the Panel took note of several statements made by the CAS in cases involving similar types of misconduct (**emphasis added**):

*“match-fixing, money-laundering, kickbacks, extortion, bribery and the like are a growing concern, indeed a cancer, in many major sports, football included, and must be eradicated. **The very essence of sport is that competition is fair; its attraction to spectators is the unpredictability of the outcome...it is therefore essential in the Panel’s view for sporting regulators to demonstrate zero-tolerance against all kinds of corruption and to impose sanctions sufficient to serve as an effective deterrent to people who might otherwise be tempted through greed or fear to consider involvement in such criminal activities.** Match officials are an obvious target for those who wish to make illicit profit through gambling on match results (or indeed on the occurrence of incidents within matches);”*

(CAS 2010/A/2172 Oleg Oriekhov v. UEFA).

*“Still, the Panel is convinced that match-fixing touches at the very essence of the principle of loyalty, integrity and sportsmanship because it has an unsporting impact on the result of the game by inducing players not to perform according to their real sporting capacities and because they get rewarded for their misconduct. **Match-fixing is cheating and constitutes a clear violation of the basic principles under which sporting competitions shall be carried out;**”*

(CAS 2009/A/1920 FK Pobeda et al v. UEFA).

*“the Panel emphasizes that it fully supports the fight against match-fixing/result manipulation/corruption, which is a major threat to sport, and **considers that such fight must be conducted relentlessly by the various sports bodies, at national and international level.**”*

(CAS 2014/A/3832 Vanessa Vanakorn v. FIS).

252. The Panel was also guided by CAS jurisprudence regarding the principle of proportionality in disciplinary sanctions, which was recently described as follows:

*“The principle of proportionality implies that there must be a reasonable balance between the nature of the misconduct and the sanction. In order to be respected, the principle of proportionality requires that (i) the measure taken by the governing body is capable of achieving the envisaged goal, (ii) the measure taken by the governing body is necessary to reach the envisaged goal, and (iii) the constraints which the affected person will suffer as a consequence of the measure are justified by the overall interest to achieve the envisaged goal. In other words, to be proportionate a measure must not exceed what is reasonably required in the search of the justifiable aim.”*  
 (CAS 2016/O/4684 ROC & Lyukman Adams et al. v. IAAF)

253. The Procedures provide no guidance as to how an Ethics Hearing Panel should sanction an individual that has committed multiple regulatory violations, i.e. whether each charge should be sanctioned separately, and the sanctions accumulated; whether a sanction should only be issued for the rule considered the *lex specialis*; or whether all charges be sanctioned cumulatively.

253.1. Having the freedom to decide, the Panel deemed it sensible to cumulatively consider all charges that were proven when determine the sanction.

254. In this respect, the Panel took note of several cases involving match manipulation and spot-fixing decided by the CAS. A summary is set out in the following table:

<b>Decision</b>	<b>Basic Facts</b>	<b>Sanction</b>
CAS 2009/A/1920	A club President was found to have manipulated a match in a continental football competition.	Banned for life from football activity.
CAS 2010/A/2172	A referee was found to have failed to report an approach to manipulate a match in a continental football competition.	Banned for life from football activity.
CAS 2011/A/2490	A player was found to have separately approached 3 other players to manipulate tennis matches.	Banned for life from tennis activity.
CAS 2011/A/2621	A player was found to have approached another player to manipulate tennis matches on multiple occasions.	Banned for life from tennis activity.
CAS 2011/A/2362	A player was found to have deliberately bowled 2 ‘no-balls’ during an international cricket match upon request from a third-party.	Banned for 7 years from cricket activity (2 years suspended).

CAS 2011/A/2364	A player was found to have been a party to the deliberate bowling of 3 ‘no-balls’ during an international cricket match upon request from a third-party.  The player was also found to have failed to report an approach to manipulate a different international cricket match.	Banned for 10 years from cricket activity (5 years suspended).
CAS 2013/A/3062	A player was found to have manipulated a match in an international football competition.	Banned for 10 years from football activity.
CAS 2017/A/4856	A tennis player was found to have deliberately lost an international tennis match.	Banned for 7 years from tennis activity and fined USD35,000.
CAS 2017/A/5173	A referee was found to have manipulated a match in an international football competition.	Banned for life from football activity.

255. The jurisprudence demonstrates that it is paramount, where an individual has undertaken corrupt behaviour or behaviour which directly strikes at the heart and essence of sporting competition, that a significant sanction must be issued: both as a strong deterrent to future offenders, but also and primarily to demonstrate the seriousness of the violation and the zero-tolerance to be shown to such behaviour.
256. The Panel also noted the statement at [90] in CAS 2017/A/4856 that “[a] life ban may be an appropriate sanction in any case involving match-fixing, based on the totality of the facts and circumstances”.
257. In consideration of the above, the onus was therefore on the Panel to determine an appropriate and proportionate sanction, taking into consideration “*the totality of the facts and circumstances*”.
258. Given that the definition of “*suspension*” only refers to “*competitive events*”, the Panel referred to Article 16.1.9 of the Procedures and exercised its discretion to order ZZ and TCS to serve a combination of:
- 258.1. a suspension (“*from all competitive events*”); and
  - 258.2. a ban on performing “*any function*” in badminton. Such ban covers, *inter alia*, any administrative, coaching, officiating or developmental functions.
259. The Panel noted the following when determining sanction:
- 259.1. ZZ and TCS engaged in corruption offences over a significant period and significant number of tournaments: ZZ in six (6) separate tournaments spanning 2013 to 2016, and TCS in five (5) separate tournaments spanning 2013 to 2014;

- 259.2. ZZ committed thirty-one (31) regulatory violations during this period, having engaged in **actual manipulation** of matches in at least three (3) tournaments and in at least four (4) matches;
  - 259.3. TCS committed twenty-six (26) regulatory violations during this period;
  - 259.4. the Panel had no way of determining how much ZZ and TCS had corruptly earned from direct betting profits or from third-parties for their illicit activities;
  - 259.5. the violations involved the inducement and attempted inducement of third-parties: ZZ had attempted to induce the Whistleblower, while TCS had purportedly induced ZZ; and
  - 259.6. there were no mitigating circumstances which could give rise to a reduction in sanction. Both ZZ and TCS had lied to investigators and to the Panel when given the opportunity to explain their actions.
260. The Panel subsequently ordered that ZZ is:
- 260.1. suspended (“*from all competitive events*”) for a period of twenty (20) years; and
  - 260.2. banned from performing any function in badminton for a period of twenty (20) years. Such ban covers, *inter alia*, any administrative, coaching, officiating, or developmental functions; and
  - 260.3. ordered to pay a fine of USD25,000.
261. In this respect, it was noted that ZZ had:
- 261.1. committed more violations over a longer timeframe than TCS;
  - 261.2. been proven to have manipulated the results of four (4) matches;
  - 261.3. attempted to manipulate a match separately from TCS;
  - 261.4. on a “*fair reading*” of the WhatsApp messages, there are also instances where ZZ appears to have instigated corrupt activity and was not merely led by TCS.
262. The Panel subsequently ordered that TCS is:
- 262.1. suspended (“*from all competitive events*”) for a period of fifteen (15) years; and
  - 262.2. banned from performing any function in badminton for a period of fifteen (15) years. Such ban covers, *inter alia*, any administrative, coaching, officiating, or developmental functions; and
  - 262.3. ordered to pay a fine of USD15,000.

263. The suspensions shall commence from 12 January 2018, the date upon which ZZ and TCS were provisionally suspended by the Referral Officer.

**Costs**

264. Having heard no submissions on costs, the Panel ordered that the parties are to bear their own legal and other costs in relation to the proceedings.



**E. DECISION**

1. Zulfadli Zulkiffli (BWF ID 89511) has committed twenty-seven (27) violations of the 2012 Code of Conduct in relation to Betting Wagering and Irregular Match Results and four (4) violations of the 2016 Code of Conduct in relation to Betting Wagering and Irregular Match Results.
2. Zulfadli Zulkiffli (BWF ID 89511) is:
  - a. suspended (“*from all competitive events*”) for a period of twenty (20) years; and
  - b. banned from performing any function in badminton for a period of twenty (20) years. Such ban covers, *inter alia*, any administrative, coaching, officiating, or developmental functions; and
  - c. ordered to pay a fine of USD25,000.
3. The twenty (20) year period shall commence from 12 January 2018, the date on which he was provisionally suspended.
4. Tan Chun Seang (BWF ID 52867) has committed twenty-six (26) violations of the 2012 Code of Conduct in relation to Betting Wagering and Irregular Match Results.
5. Tan Chun Seang (BWF ID 52867) is:
  - a. suspended (“*from all competitive events*”) for a period of fifteen (15) years; and
  - b. banned from performing any function in badminton for a period of fifteen (15) years. Such ban covers, *inter alia*, any administrative, coaching, officiating, or developmental functions; and
  - c. ordered to pay a fine of USD15,000.
6. The fifteen (15) year period shall commence from 12 January 2018, the date on which he was provisionally suspended.
7. The parties are to bear their own legal and other costs with respect to the proceeding.

**Sylvia Schenk**

**James Kitching**  
**(Chair)**

**Annabel Pennefather**

**27 April 2018**