



FIBA INTERNAL REGULATIONS

BOOK 1 GENERAL PROVISIONS

IN FORCE AS OF 10 SEPTEMBER 2023

Table of Contents

CHAPTER 1: INTRODUCTORY PRINCIPLES	5
DEFINITIONS	5
AUTHORITY	7
GENDER.....	7
PREVAILING LANGUAGE	8
CHAPTER 2: MEMBERSHIP	9
APPLICATION FOR MEMBERSHIP	9
SUSPENDED MEMBERS	9
DATA PROTECTION	10
ANNUAL AND PROGRESSIVE MEMBERSHIP FEES.....	10
CHAPTER 3: LEAGUES.....	12
RECOGNITION OF LEAGUES	12
KEY PRINCIPLES IN THE RELATIONSHIP BETWEEN LEAGUES AND FIBA, THE FIBA ZONES, AND THE NATIONAL MEMBER FEDERATIONS	12
DETAILED PROVISIONS GOVERNING RECOGNITION OF LEAGUES.....	13
DISPUTE RESOLUTION.....	14
CHAPTER 4: FIBA COMMERCIAL RIGHTS.....	15
OWNERSHIP AND EXPLOITATION OF COMMERCIAL RIGHTS.....	15
BROADCASTING AND OTHER MEDIA RIGHTS	15
MARKETING RIGHTS AND ADVERTISING RULES.....	16
TECHNICAL EQUIPMENT AND PLAYING COURT	17
RIGHTS TO OFFICIAL BALLS, TECHNICAL EQUIPMENT, AND TO UNIFORMS OF REFEREES, TABLE OFFICIALS, AND VOLUNTEERS	21
OTHER ADVERTISING.....	22
RIGHTS TO IMAGES AND NAMES (INDIVIDUALLY OR COLLECTIVELY) OF PLAYERS, COACHES, TEAMS (CLUBS AND NATIONAL TEAMS), AND VENUES	22
USE OF FIBA LOGOS	23
COPYRIGHT FOR WRITTEN MATERIAL.....	23
CHAPTER 5: FIBA CODE OF CONDUCT	25
DEFINITIONS	25
SCOPE OF APPLICATION	28
GENERAL PRINCIPLES	28

REPORTING AND INVESTIGATIONS.....	29
CONDUCT RELATED TO OFFICIAL GAMES.....	30
CODE OF ETHICS AND INTEGRITY.....	34
NATIONAL MEMBER FEDERATIONS.....	42
CHAPTER 6: SANCTIONS	44
DISCIPLINARY OFFENCES	44
LIST OF SANCTIONS	45
GENERAL PROVISIONS ON SANCTIONS	46
SPECIAL PROVISIONS FOR SANCTIONING VIOLATIONS RELATED TO OFFICIAL GAMES	47
CHAPTER 7: PROCEDURAL PROVISIONS	49
COMPETENCE	49
GENERAL PROVISIONS	50
DISCIPLINARY PANEL.....	50
INTEGRITY OFFICER.....	51
SAFEGUARDING COUNCIL.....	52
ETHICS PANEL	52
INVESTIGATIONS	53
DISCIPLINARY PROCEDURE	53
SANCTIONS IMPOSED BY FIBA ZONES OR BY NATIONAL MEMBER FEDERATIONS	54
CHAPTER 8: APPEALS	56
THE FIBA APPEALS' PANEL.....	56
PANELS, NUMBER OF JUDGES.....	56
JUDGES.....	56
FAIR TRIAL.....	57
TIME LIMIT FOR APPEALS AND PAYMENT OF FEES	57
JOINDER	58
HEARING, AWARD.....	58
INTERIM MEASURES.....	59
FURTHER APPEAL	59
FEES AND COSTS	59
REMUNERATION AND JUDGES' FEES.....	60
CHAPTER 9: THE FIBA AWARDS	61
THE HALL OF FAME	61

FIBA ORDER OF MERIT	62
THE RADOMIR SHAPER PRIZE OF FIBA.....	63
THE FIBA SILVER PLATE AWARD	64
DR DIRK-REINER MARTENS AWARD.....	64
CHAPTER 10: ORGANISING MEETINGS OF THE CONGRESS AND THE CENTRAL BOARD	65
THE CONGRESS.....	65
THE CENTRAL BOARD.....	66
CHAPTER 11: NOMINATIONS AND ELECTIONS	68
GENERAL	68
NOMINATIONS	68
ELIGIBILITY	69
NOMINATIONS PANEL	70
SPECIAL PROVISIONS FOR ELECTION OF ZONE PRESIDENTS.....	71
ELECTIONS.....	72
CHAPTER 12: ALLOWANCES AND FINES	75
APPENDIX 1: LOGOS	77
APPENDIX 2: FIBA AWARD RECIPIENTS	78
APPENDIX 3: DATA PROCESSING POLICY	88

CHAPTER 1: INTRODUCTORY PRINCIPLES

DEFINITIONS

1. The definitions set out hereunder apply throughout these Internal Regulations unless a different definition is given in or by the text of an individual section or paragraph. These definitions do not include various technical terms included in the Anti-Doping Regulations (see Book 4) – these are defined in the World Anti-Doping Code.

Appeals' Panel

The panel established under the FIBA General Statutes that (with certain designated exceptions) deals with appeals against decisions of FIBA or its organs.

Central Board

The FIBA Central Board as defined in the FIBA General Statutes.

Code of Ethics and Integrity

The code that governs the actions of all who are involved in basketball.

Competitions of FIBA (or FIBA Competitions)

The competitions so defined in Book 2 of these Internal Regulations.

Congress

The supreme authority of FIBA as defined in the FIBA General Statutes.

Disciplinary Panel

The panel established under the FIBA General Statutes that adjudicates at the world level on sanctions.

Ethics Panel

The panel established under the FIBA General Statutes to oversee observance of the Code of Ethics and Integrity set out in these Internal Regulations.

Executive Committee

The FIBA Executive Committee as defined in the FIBA General Statutes.

FIBA

The Secretary General except where it is specifically indicated otherwise.

FIBA Calendar

The calendar setting forth the dates of all Official Basketball Competitions, including the International Window Periods.

FIBA Competitions (or Competitions of FIBA)

The competitions so defined in Book 2 of these Internal Regulations.

FIBA Representative

A member of the Central Board, Executive Committee, Secretariat, Commission, Ethics Panel, Appeals' Panel, Disciplinary Panel, or any other person appointed in an official capacity by FIBA.

International Window Periods

The periods during which World Cup Qualifiers and Continental Qualifiers will be played according to the FIBA Calendar. For 2023 to 2027, the following dates have been approved, subject to amendment by the FIBA Central Board or FIBA Executive Committee:

- 20 – 28 November 2023;
- 19 – 27 February 2024;
- 18 – 26 November 2024;
- 17 – 25 February 2025;
- 24 November – 2 December 2025
- 23 February – 3 March 2026;
- 29 June – 7 July 2026;
- 24 August – 1 September 2026;
- 23 November – 1 December 2026; and
- 22 February – 2 March 2027.

International Window Periods for Women's Basketball

The periods during which Women's Olympic Qualifying Events, World Cup Qualifying Events and Continental Qualifying Events will be played according to the FIBA Calendar. For 2023 to 2027, the following dates have been approved, subject to amendment by the FIBA Central Board or FIBA Executive Committee:

- 5 – 13 November 2023;
- 4 – 12 February 2024;
- 3 – 11 November 2024;
- 2 – 10 February 2025;
- 9 – 17 November 2025;
- 8 – 16 March 2026;
- 8 – 16 November 2026; and
- 7 – 15 February 2027.

Jury of Appeal

The body that deals with appeals from decisions of the Technical Committee at Competitions of FIBA.

Legal Commission

The body established under the FIBA General Statutes.

Local Organising Committee (LOC)

The Committee charged with the organisation and execution of a Competition of FIBA.

Medical Commission

The body established under the FIBA General Statutes.

National Member Federation

A federation admitted to membership of FIBA in accordance with the FIBA General Statutes.

Secretary General

The Secretary General of FIBA or his delegate(s).

Solidarity Fund

A special fund established by FIBA to support the development of young players.

Technical Commission

The body established under of the FIBA General Statutes.

Technical Committee

The committee that may oversee technical matters during a Competition of FIBA.

WADA

World Anti-Doping Agency.

Young Player

A player who has not yet reached his 18th birthday.

Zone

A continental Division of FIBA established under the FIBA General Statutes and to which National Member Federations are assigned. It exercises authority, delegated by FIBA, in accordance with the General Statutes and these Internal Regulations.

AUTHORITY

2. The Internal Regulations (including without limitation Books 1 to 6) are enacted by the Central Board under the authority conferred in the FIBA General Statutes. Should there be any conflict or discrepancy between the provisions of the Internal Regulations and those of the General Statutes, then the provisions of the General Statutes shall prevail.

GENDER

3. These Internal Regulations apply equally to all genders, and all references in this text to males or females (e.g. he, his, and him or she, hers, her) shall be considered to apply also to other genders and shall be read accordingly.

PREVAILING LANGUAGE

4. In accordance with the FIBA General Statutes, in the event of dispute regarding the interpretation of these Internal Regulations, the English text shall prevail.

CHAPTER 2: MEMBERSHIP

APPLICATION FOR MEMBERSHIP

5. To become a member of FIBA, a national federation shall submit an application for membership to the Secretary General.
6. The applicant federation shall also submit a copy of its own statutes and regulations, and details of its internal organisation and the facilities for playing basketball in its country.
7. An application for membership shall contain an undertaking by the applicant national federation to:
 - a. Conform at all times with the General Statutes, Internal Regulations, other rules and regulations and decisions of FIBA and of the Zone to which it is assigned;
 - b. Observe the Official Basketball Rules of FIBA; and
 - c. Alter its statutes and regulations as required by FIBA.
8. The applicant federation shall provide payment of a fee as per article 1-16.
9. Once all the documentation is received, the Secretary General shall submit the application to the Central Board for decision.

SUSPENDED MEMBERS

10. According to Article 10.1 of the General Statutes, the Secretary General may suspend a National Member Federation that has not paid its fees or is in arrears for a period of two (2) consecutive years. This period starts on the date of the invoice.
11. While a member is suspended under either Article 10.1 or 10.2 of the FIBA General Statutes:
 - a. It continues to have to pay only the required annual membership fee;
 - b. It will no longer be charged for a progressive category fee, if any;
 - c. It is no longer required to pay the annual referee/commissioner fees, and its FIBA Referees/Commissioners will be suspended;
 - d. It cannot register its national referees/commissioners for the Clinics for FIBA Referee/Commissioner Candidates and its candidates for referees/commissioners/referee instructors/table officials shall be excluded from licensing procedures; and
 - e. It cannot organise and/or participate in the Competitions or activities of FIBA.
12. In order for a National Member Federation suspended under Article 10.1 of the General Statutes to become a full member of FIBA with all member rights again, the suspended member must make an application to the Secretary General and must:

- a. Settle all arrears to FIBA owing at the date it was suspended;
 - b. Pay (or have paid) the annual membership fee due in the meantime to FIBA;
 - c. Be subject again and with immediate effect as decided by the Secretary General to the progressive category fee it was paying before it became suspended, if this is still justified (which will be decided by the Central Board);
 - d. Register again its FIBA active Referees/Commissioners with immediate effect; and
 - e. Register its national referees for the Clinics for FIBA Referee/Commissioner Candidates.
13. The organiser and/or host National Member Federation of a Competition of FIBA shall not invite and/or allow participation of a team whose National Member Federation has been suspended under Article 10 of the General Statutes. A failure to abide by this article may result in sanctions imposed by FIBA in accordance with articles 1-159 to 1-188 and the Competition shall lose its official status in accordance with article 2-43.

National Member Federations shall not participate in a Competition of FIBA in which a team whose National Member Federation has been suspended under Article 10 of the General Statutes participates. A failure to abide by this article may result in sanctions imposed by FIBA in accordance with articles 1-159 to 1-188.

If a Zone allows a member federation suspended under Article 10.1 of the General Statutes to participate in a Competition, the suspended member federation shall be reinstated with full rights as a National Member Federation of FIBA. The relevant Regional Office shall be liable for the suspended member federation's debts owed to FIBA as soon as it allows that suspended member federation to participate in international competitions of the Zone.

DATA PROTECTION

14. National Member Federations shall comply with any applicable laws and regulations concerning the processing of personal data.
15. Any processing of personal data by a National Member Federation on behalf of FIBA shall be governed by the Data Processing Policy – National Member Federations (see Appendix 3 to this Book 1), which specifies the rights and duties of FIBA and National Member Federations in relation to such processing of personal data.

ANNUAL AND PROGRESSIVE MEMBERSHIP FEES

16. Annual and progressive fees are payable by each National Member Federation and shall be paid by 1 January each year. A National Member Federation becoming a member of FIBA for the first time shall pay a new National Member Federation fee (see article 1-362).
17. For purposes of assessment of the progressive fees that are set out in article 1-362, the National Member Federations are divided into the following groups:

Group “A”:

Angola, Argentina, Australia, Belgium, Brazil, Canada, China, Cote d’Ivoire, Croatia, Czechia, Dominican Republic, Egypt, Finland, France, Georgia, Germany, Greece, Hungary, Iran, Israel, Italy, Japan, Korea, Latvia, Lebanon, Lithuania, Mexico, Montenegro, New Zealand, Nigeria, Philippines, Poland, Puerto Rico, Romania, Russia, Senegal, Serbia, Slovenia, Spain, Tunisia, Türkiye, Ukraine, United States of America, Venezuela.

Group “B”:

Algeria, Austria, Bahamas, Bahrain, Belarus, Bosnia and Herzegovina, Bulgaria, Cameroon, Cape Verde, Central African Republic, Chile, Chinese Taipei, Colombia, Cuba, Dem. Rep. of Congo, Denmark, El Salvador, Estonia, Gabon, Great Britain, Guinea, Iceland, India, Indonesia, Iraq, Jamaica, Jordan, Kazakhstan, Kingdom of Saudi Arabia, Kuwait, Madagascar, Malaysia, Mali, Mongolia, Morocco, Mozambique, Netherlands, North Macedonia, Panama, Paraguay, Portugal, Qatar, Rwanda, Singapore, Slovak Republic, South Africa, South Sudan, Sweden, Switzerland, Thailand, Uganda, Uruguay, Virgin Islands.

Group “C”:

Albania, American Samoa, Antigua, Armenia, Azerbaijan, Bolivia, Burkina Faso, Burundi, Chad, Costa Rica, Cyprus, D.P.R of Korea, Ecuador, Equatorial Guinea, Ethiopia, Fiji, Ghana, Guam, Guatemala, Hong Kong (China), Ireland, Kenya, Kosovo, Libya, Luxembourg, Malta, Moldova, New Caledonia, Nicaragua, Niger, Norway, Oman, Palestine, Papua New Guinea, Peru, Republic of Benin, Republic of Congo, Sri Lanka, Sudan, Syria, Tahiti, Tanzania, Togo, Trinidad and Tobago, United Arab Emirates, Uzbekistan, Vietnam, Zambia, Zimbabwe.

Group “D”:

All other National Member Federations

CHAPTER 3: LEAGUES

[Note: This Chapter gives effect to Article 12 of the FIBA General Statutes]

18. Leagues may exist at national, continental (Zone), or intercontinental level.

RECOGNITION OF LEAGUES

19. Leagues organised wholly within the national boundaries of a country shall require recognition by the respective National Member Federation.
20. A continental League organised wholly within the geographic area of one of the FIBA Zones shall require recognition by the respective FIBA Zone.
21. An intercontinental League drawn from across the geographic boundaries of two (2) or more of the FIBA Zones shall require recognition by the FIBA Central Board.
22. Recognition requires that the FIBA Internal Regulations are respected in their entirety. All provisions applicable to recognition of continental or intercontinental Leagues (as relevant) apply mutatis mutandis to any individual games or other events of domestic Leagues taking place outside the territory of the National Member Federation of such League. In addition, the recognition of such individual games or other events of domestic Leagues requires the written consent of the involved National Member Federations.

KEY PRINCIPLES IN THE RELATIONSHIP BETWEEN LEAGUES AND FIBA, THE FIBA ZONES, AND THE NATIONAL MEMBER FEDERATIONS

23. A League shall respect the authority of FIBA as the sole competent authority for men's and women's basketball throughout the world, recognised as such by the International Olympic Committee.
24. A League shall respect the authority of the respective FIBA Zone, as delegated to it by FIBA.
25. A League shall respect the authority of the respective National Member Federation(s) of FIBA as the sole competent authority for men's and women's basketball in its country, as recognised by FIBA.
26. A League shall respect the FIBA General Statutes and Internal Regulations, and those of the respective FIBA Zone and the National Member Federation(s). Where there is any conflict, the FIBA General Statutes and Internal Regulations shall prevail.
27. In order to ensure permanent lines of communication, a League should be "represented" at national and or international levels as appropriate.
28. Non-compliance with the provisions of this Chapter may lead to the suspension of the National Member Federation(s) and/or the withdrawal of recognition of the League.

29. Any exceptions to this Chapter can be approved by the FIBA Central Board only.
30. It is generally acknowledged that economic questions related to the management of a League shall be solved by the League and its clubs exclusively, unless otherwise agreed by the parties. Sport-technical questions are generally managed by the federative structure, in particular nomination of referees and disciplinary processes. Unless parties agree otherwise, those sport-technical aspects shall remain the responsibility of the federative structure.

DETAILED PROVISIONS GOVERNING RECOGNITION OF LEAGUES

31. A League shall not operate in a manner that brings discredit to FIBA, the FIBA Zones, its National Member Federation(s), or the sport of basketball in general.
32. Provided that a League respects and observes the provisions of this Chapter and the other FIBA Internal Regulations, and also those of the respective Zone and National Member Federation(s) as applicable, it shall be free to operate as best suits its own interests.
33. The competition that a League is managing and organising at national level shall qualify its top team(s) through the National Member Federation to the corresponding international competition.
34. All League clubs must be affiliated with the National Member Federation of the country in which they are domiciled, and ensure also that their players are licensed by that National Member Federation.
35. All League clubs must play in the respective official national championships.
36. As the sole deviation from article 1-35, FIBA shall be entitled, at its entire discretion and in the interest of the development of basketball, to authorise and recognise a League of clubs affiliated to the National Member Federations of two neighbouring countries ("Cross-Border League"). In addition to the obligations of Leagues set out in this chapter, a Cross-Border League shall operate in accordance with the following principles:
 - The Cross-Border League shall be approved and jointly operated by the two participating National Member Federations. The National Member Federations shall be permitted to authorise an existing League that operates wholly within the National Member Federation's territory to jointly operate the Cross-Border League on its behalf.
 - The Cross-Border League shall determine a mechanism to declare a national champion of each participating country
 - Participation in the Cross-Border League shall be based on sporting criteria (i.e. promotion and relegation of clubs to the next tier league in each country)
 - The Cross-Border League shall mandate that each club registers a minimum number of locally trained players from the territory of one or both countries

FIBA shall be entitled to establish other criteria in the interest of development of basketball in the two relevant countries.

37. Where an existing League, which operates wholly within the geographic boundaries of a country, agrees to admit up to two teams from another country in the same Zone into the existing league structure, then that League may continue to operate as though it continues to be wholly within the geographic boundaries of the National Member Federation where it was founded, subject to the agreement of both National Member Federations and subject also to the general supervision by the respective FIBA Zone.
38. Leagues at a national-level and Cross Border Leagues shall use only referees and commissioners from the list of national referees and commissioners approved and published by the relevant National Member Federation(s). Leagues at the continental or intercontinental level (excluding Cross Border leagues) shall use only referees and commissioners from the approved and published list of FIBA Referees and Commissioners.
39. A League shall respect and observe the FIBA Calendar.
40. A League shall respect and observe the FIBA Official Basketball Rules and Mechanics of Officiating, and will assist FIBA in adapting these Rules.
41. A League shall respect the rules of the respective National Member Federation(s) for the transfer of players within its own geographic boundaries, and also the FIBA Internal Regulations governing the International Transfer of Players, including the special provisions affecting young players as contained in articles 3-71 to 3-87 of these Internal Regulations.
42. A League shall respect the FIBA Regulations governing Players' Agents, and also those of its National Member Federation where these have been established.
43. A League shall encourage and allow its players to participate in the Competitions of FIBA as members of national teams in accordance with articles 3-33 to 3-51.
44. A League shall enforce a reasonable anti-doping testing regime. It shall also respect the FIBA Anti-Doping Regulations, the anti-doping regulations of its National Member Federation(s) and those prescribed by the national government and its agencies. In case of conflict the FIBA Anti-Doping Regulations shall prevail.
45. A League shall contribute financially to the development of grassroots activities, to the national team program, and to the costs of services the National Member Federation(s) may provide to the League. The extent of this financial contribution is to be negotiated in good faith by each of the parties. In the event that individual games or other events of domestic Leagues take place outside the territory of the National Member Federation of such League, the domestic League shall also make such financial contributions to the National Member Federation hosting the individual games or other events.

DISPUTE RESOLUTION

46. The Central Board is entitled to take a decision when matters are not solved at national or Zone level.

CHAPTER 4: FIBA COMMERCIAL RIGHTS

OWNERSHIP AND EXPLOITATION OF COMMERCIAL RIGHTS

47. In accordance with the General Statutes, FIBA is the sole holder of broadcasting, licensing, retail, marketing, sponsorship, media, gaming, data (including data gathered through wearable technology) and equipment rights, and other rights associated with the game now existing, or yet to be developed for the Competitions of FIBA, with the exception of the Olympic Basketball Tournaments (the “FIBA Rights”). Any reference to the Competitions of FIBA in this Chapter shall be understood to exclude the Olympic Basketball Tournaments.
48. For the FIBA National Team Competitions, FIBA has the right to sell any of the FIBA Rights for a fee as long as the limits established by the Central Board are respected. This provision does not apply to the Olympic Games, save for FIBA’s right to require that the Olympic Basketball Tournaments be played with the same equipment as selected by FIBA for another top-level FIBA National Team Competition (e.g. FIBA Basketball World Cup). The list of selected equipment per event shall be published as an Appendix to these Internal Regulations and may be amended from time to time by FIBA. FIBA may at any time assign parts of or all of the above rights to its divisions, subsidiaries, to the organiser of a Competition of FIBA or to an organisation officially recognised by FIBA as per the FIBA General Statutes.
49. FIBA produces appropriate Marketing, Television, and Events Manuals, which shall guide Local Organising Committees (hereinafter “LOC”) with the requirements for exploitation of rights and the organisation of Competitions of FIBA.
50. The division of income from the assignment of the FIBA Rights will be decided by the Central Board.

BROADCASTING AND OTHER MEDIA RIGHTS

51. Media rights include but are not limited to the transmission (live, delayed, or highlights) of visual images (together with any sound transmission for reception in conjunction with those images) to conventional domestic or home television receivers or such yet to be invented media or devices through which the images will be broadcast or distributed. Such media also includes, but is not limited to, radio, highlight programmes, on-line and internet rights, archive, and news access as well as transmission to mobile devices.
52. In the event that a broadcast signal is produced, it shall be consistent with FIBA’s technical requirements (see the FIBA TV manual) or such added requirements as notified by FIBA from time to time. FIBA shall receive one broadcast quality master tape which will be Betacam SP or Digital Betacam in PAL format of all games in the Competition of FIBA and a minimum of one DVD copy of the television broadcast signal of each game of the Competition of FIBA, as per technical specification issued by FIBA or its partner.
53. For any game not broadcast by television, FIBA must, upon its request, be provided with a DVD of the footage.

54. FIBA will make active use of modern technology for the promotion of the sport of basketball and the FIBA name, for example by means of a website on the Internet. To that end, FIBA has the right to use any basketball-related information produced by or available from National Member Federations, Regional Offices, clubs or LOCs including, but not limited to, results, photographs, films and other information on the basketball activities in the respective country/Zone/competition in printed form or by electronic means (e.g. a member federation's website).
55. FIBA has created its own websites and applications and will exploit commercial and communication opportunities through these and other electronic devices or technology, including those yet to be developed or invented.
56. FIBA shall have the right to link up to any website, social media or other publicly available digital communication produced by a National Member Federation, Regional Office, club or LOC and to reproduce content from any such site or location by any means. National Member Federations, Regional Offices, clubs and LOCs are permitted to make use of such information for non-commercial purposes and/or to create a link to FIBA's website but prior written approval from FIBA is required. National Member Federations warrant that they are the owner or the holder of a licence with the ability to unilaterally sublicense to FIBA, at no cost, the content on their respective websites, social media or other publicly available digital communication and at all times will hold FIBA fully indemnified with respect to any claim brought against FIBA by any person or organisation claiming rights over such content.
57. The creation of a website for a given Competition of FIBA is subject to prior written approval from FIBA. FIBA may elect to host such a site but, if it does not, the site must exist in English language at least and conform to other guidelines set by FIBA.
58. If an electronic signal involving any content information, online scoring or photographs is produced during a Competition of FIBA (content-feeding of website, etc.), FIBA must, upon its request, be provided with a simultaneous data feed of the signal in an appropriate format.

MARKETING RIGHTS AND ADVERTISING RULES

59. Marketing rights include all marketing, licensing, merchandising and/or retail rights available or yet to be invented. The exploitation of such rights is organised by FIBA. The sale of these rights includes advertising and other appropriate benefits.
60. In principle, advertising for hard alcohol, tobacco and any substance on the WADA Prohibited List as updated from time to time (or products that may contain such substances) is prohibited. For the avoidance of doubt, advertising for beer or wine is permitted. FIBA may further restrict advertising for certain products to protect basketball values (including without limitation, for advertising involving pornography, war or arms related products, war or violent video games, and betting companies that in FIBA's sole discretion raise integrity-related concerns). FIBA may decide to apply special advertising regulations for certain FIBA National Team Competitions.

TECHNICAL EQUIPMENT AND PLAYING COURT

61. Baskets, backboards, backboard supports, backboard padding, and backboard support padding:

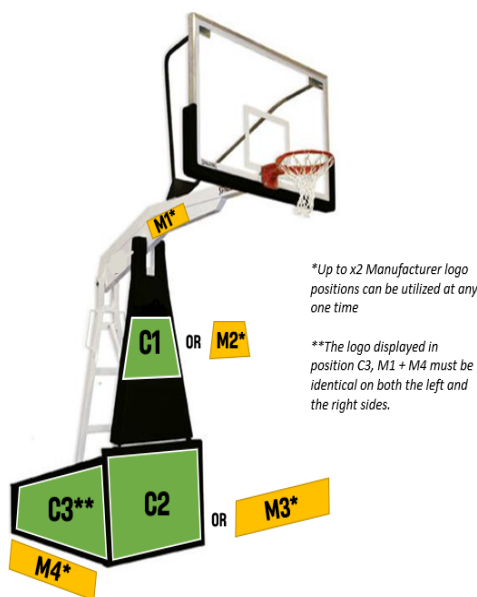
- a. Any form of advertising on the baskets, backboards, backboard supports, backboard padding and backboard support padding (or surrounding such equipment) is prohibited except for the promotion of the FIBA brand, the promotion of FIBA's official sponsor/supplier or an event-affiliated sponsor, as approved in writing by FIBA, in advance.
- b. On the backboard structure, one manufacturer's name, trademark or logo (mark) only is permitted to be displayed in position M1 plus one additional, specified position:
 - i. **Position M1:** located on the metallic structure, usually referred to as the beam / upper arm, of the backboard supports. A manufacturer's mark can be displayed once only, on each side of the structure and with a maximum size of 300 cm²;

One position only from:

- ii. **Position M2:** located on the neck padding of the backboard support. A manufacturers' mark can be displayed with a maximum size of 300 cm²;
 - iii. **Position M3:** located on the bottom padding of the backboard support. A manufacturers' mark can be displayed with a maximum size of 300 cm².
 - iv. **Position M4:** located on the bottom side padding of the backboard support. A manufacturers' mark can be displayed with a maximum size of 300 cm² (Identical mark to be used on both the left and right side)
- c. In the event that FIBA has appointed an official technical supplier, the supplier's name, trademark or logo may, upon FIBA's written approval, appear at a location approved by FIBA and with a maximum size of up to 600 cm².
 - d. Should FIBA have an appointed commercial sponsor, the sponsor's name, trademark or logo will take precedent in positions C1, C2 and C3 rendering the corresponding positions M2 and/or M3 and/or M4 redundant and not available for use.
 - e. On the backboard structure, two commercial sponsor's name, trademark or logo (mark) may be permitted to be displayed in three specified positions:
 - i. **Position C1:** located on the neck padding of the backboard support. One commercial sponsor mark can be displayed with a maximum size of 1,400 cm²;
 - ii. **Position C2:** located on the front padding of the backboard support. One commercial sponsor mark can be displayed with a maximum size of 5,500 cm²; The commercial sponsor mark in this position does not need to be identical to that in C1.

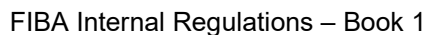
- iii. **Position C3:** located on the lower side padding of the backboard support. One commercial sponsor mark can be displayed on the left and right sides (identical) with a maximum size of 7,610 cm²
- f. The FIBA logo must appear on the lower left corner of each backboard and the FIBA Clean Game mark (or the Event Logo when specified) in the lower right corner of each backboard. Details will be provided, when applicable, via the Event Manual. All logos will be supplied and applied to the backboards by FIBA.
- g. Additionally, when requested or approved by FIBA in writing, a non-commercial mark (for example a competition name, social media hash tag or event branding) may also be positioned on the rim of the basket and the top of the backboard. Details will be provided, when applicable, via the Event Manual. All logos will be supplied and applied to the backboards by FIBA.

Please refer to the diagram below for position clarity:



62. Scoreboards:

- a. Any form of advertising on or around the scoreboards is prohibited except for a specific space dedicated to the manufacturer and the FIBA Equipment and Venue Centre composite logo. This space shall be placed underneath the scoring fields away from the official game clock (see image below).
- b. In addition, a second designated area on the scoreboard shall be exclusively reserved for FIBA's official timing partner. This space shall be located centrally directly under



c. For the manufacturer's identification space, the FIBA Equipment and Venue Centre composite logo shall be used unless agreed otherwise with FIBA.

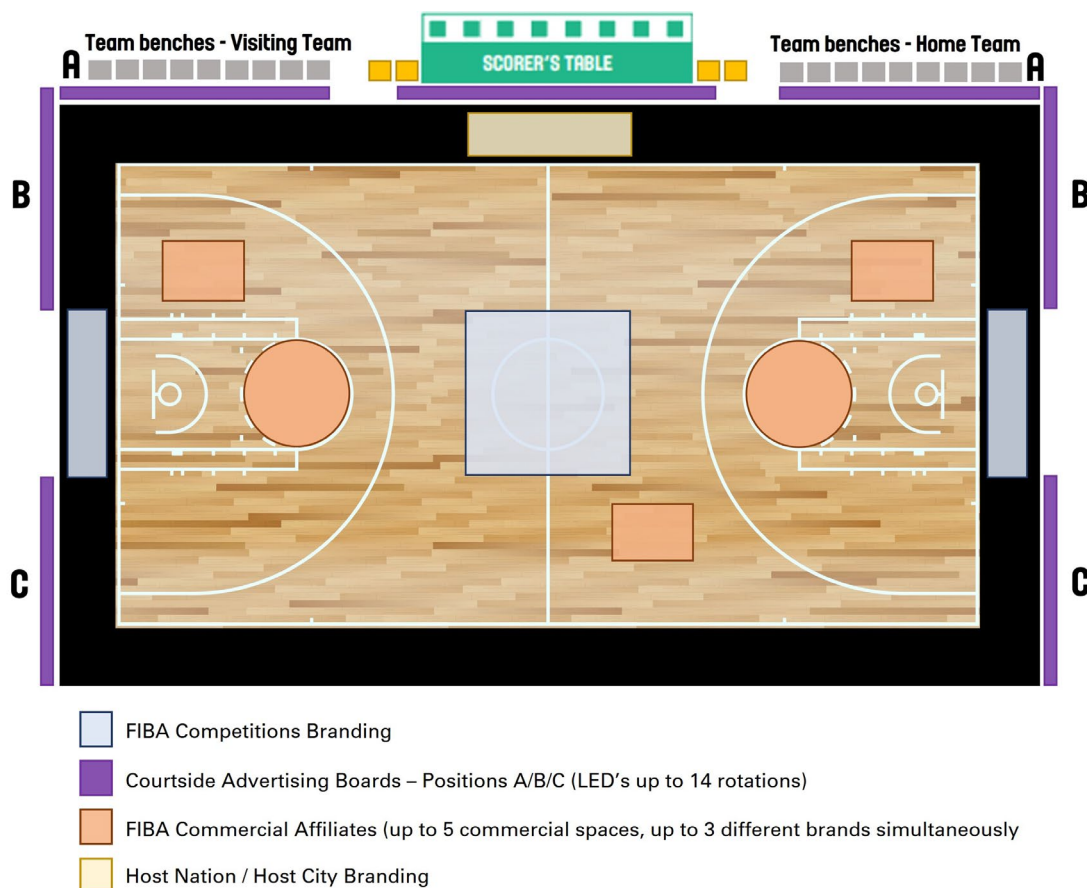
00	MEIER	○○○○○	18	GEN			WAT			00	HUE	●○○○○	16	
0	JONES	○○○○○	8	108			1	106			0	HASSAN	●○○○○	3
5	SMITH	●○○○○	3								3	MOUSSA	○○○○○	11
7	FRANK	○○○○○	20								5	RAMIREZ	○○○○○	26
8	NANCE	●○○○○	13								11	CHEN	○○○○○	14
12	KING	●○○○○	0								16	WANG	○○○○○	0
26	RUSH	●●●●●	16								34	LEE	○○○○○	4
34	LEWIS	○○○○○	21								37	KIM	○○○○○	10
42	JIMINEZ	○○○○○	4								62	HUBER	○○○○○	13
48	SANCHES	○○○○○	5								99	DAVID	●○○○○	9
55	MANOS	●●○○○	0										○○○○○	
72	CHRISTIANSON	○○○○○	0										○○○○○	

- a. FIBA allows for the manufacturer's mark in the form of the FIBA Equipment and Venue Centre composite logo and the mark of the Official Timing Partner to appear once on each Shotclock. Depending on the positioning of the TV cameras, FIBA will position the logo of the Official Timing Partner accordingly prior to the start of the competition.
- b. If space on the devices allows for more appearances of both marks, Official Timing Partner and Equipment and Venue Centre Partner, FIBA will decide on a case-by-case basis if this is feasible.
- c. As space on the shotclocks in general is limited, these marks shall under no circumstances interfere with the clear visibility of the game clock and the twenty-four seconds as the functionality of the devices has absolute priority.

- a. Advertising is prohibited inside the centre circle, which is used exclusively by FIBA for its own logo or the competition logo or in the form of a composite logo combining both (See diagram under article 1-65.i).
- b. Advertising may be permitted inside the free-throw circles with the explicit approval of FIBA provided that:
 - i. There is only one company name or logo in each circle; and
 - ii. The free throw lines are clearly visible.

@FIBA

- a. Advertising is permitted on the playing court according to the diagram below. For the avoidance of doubt, FIBA may make use of digital overlays in any way it sees fit and as per the Marketing Manual.
- b. Subject to article 1-64 above and letter g. below, advertising is otherwise prohibited inside the boundaries (end lines and sidelines) of the playing court. Exceptionally, logos of National Member Federation partners are allowed, during the FIBA Basketball World Cup and Continental Cup Qualifiers, subject to FIBA's directives and prior written approval.
- c. Advertising in the form of advertising boards is permitted outside the boundaries and in front of the scorer's table. Moving animations are permitted on the advertising boards according to specifications described in the Marketing Manual as long as these animations do not disrupt the players.
- d. Advertising that is free-standing around the court must be padded around the top for the protection of the players.
- e. The name of the arena, city or municipality, etc., as approved by FIBA, can be displayed in white lettering at least 50 cm outside the end lines (inside the further boundary line). At the request of the organisers, other conditions may be accepted by the appropriate FIBA body.
- f. The FIBA logo or name must appear on the playing court in a single mark or in the form of a composite logo combining the FIBA and the competition logo.
- g. In the event that FIBA has appointed an official technical supplier, the latter's name, trademark or logo may, upon FIBA written approval, appear at a location approved by FIBA and with up to a maximum size of up to 6000 cm².
- h. Temporary advertising may be permitted by FIBA on the playing court in the form of branded display or entertainment before the game or at the quarter and half-time breaks.
- i. Upon approval by the Central Board, additional on-court advertising elements may be incorporated.



RIGHTS TO OFFICIAL BALLS, TECHNICAL EQUIPMENT, AND TO UNIFORMS OF REFEREES, TABLE OFFICIALS, AND VOLUNTEERS

66. Only FIBA is entitled to issue approval and compliance statements in return for royalties and/or licence fees, if applicable, to the manufacturers of balls, other technical equipment, etc. and to give them official certifications duly signed by the Secretary General.
67. The Competitions of FIBA shall be played only with a ball approved by FIBA bearing the official FIBA logo and with FIBA approved technical equipment.
68. Royalties and/or licences shall be paid to FIBA for official approval of balls, referees' uniforms, and for other technical equipment.
69. Such FIBA approval is valid worldwide for a period as provided by the individual contracts and is given exclusively by the Secretary General.
70. When exercising its rights of approving balls and other technical equipment, FIBA acts through the Equipment and Venue Centre and the legal entity to which said centre is assigned by FIBA.

71. FIBA reserves the right – against royalties and/or licence fees if applicable – to designate the make and type of ball and of all other technical equipment to be used at any Competition of FIBA.
72. If FIBA does not designate the make and type of such equipment for Zone competitions, the Regional Offices, in collaboration with the competition organisers, are authorised to designate the ball and technical equipment to be used. However, the ball and any such technical equipment must have been approved by FIBA.
73. FIBA reserves the right – against royalties and/or licence fees if applicable – to designate the official provider of referees, table officials and volunteers' uniforms.
74. Advertising of one sponsor is permitted on referees' clothing (on both sleeves) during Competitions of FIBA according to specifications (size) described in the Marketing Manual, as long as the rights are exploited by FIBA for all FIBA Referees to be similarly attired.
75. The manufacturer's trademark (logo) may appear on referees' clothing. The size will be determined by FIBA.
76. Advertising is allowed on table officials' and volunteers' clothing during main official competitions of FIBA, if such clothing is supplied and/or sponsored by a commercial partner of FIBA.

OTHER ADVERTISING

77. FIBA can place composite signage or individual signage including the sponsors' logos as well as other branding material in and around various sites of an event including but not limited to official hotels and hospitality areas. These materials may include but are not limited to interview backdrops, roll-ups and print materials such as official programmes, press releases and others. The Marketing Manual is the leading document for all marketing matters.
78. FIBA can place the official logo(s) of a maximum of two (2) sponsors on the main feed of the television broadcast or live streaming of the event in accordance with broadcasters' regulations (TV inserts).

RIGHTS TO IMAGES AND NAMES (INDIVIDUALLY OR COLLECTIVELY) OF PLAYERS, COACHES, TEAMS (CLUBS AND NATIONAL TEAMS), AND VENUES

79. For communication, marketing, media, and other licensing activities, FIBA has the right, free of charge, to use photographs, names and/or film material of players, referees and other game officials, venues etc. taken during Competitions of FIBA. In the event that for legal reasons such use requires the consent of the individual concerned, the National Member Federation or the club involved must ensure that such consent is obtained from or waived by the individual. FIBA may require a specific form to be signed by the individual to this effect and be returned to FIBA.

80. FIBA has the right to use the names, logos, and emblems of the teams (clubs and national teams) or of their countries and to use photographs or film material of teams taken during Competitions of FIBA for any purposes including but not limited to commercial purposes.
81. FIBA commercial partners can use photographs of competitions featuring a group of players (three or more) for promotional purposes. However, if the use of these photographs features prominently one specific player, FIBA commercial partners must acquire the individual rights of this specific player.

USE OF FIBA LOGOS

82. The FIBA, and FIBA competition logos and symbols, as depicted in the brand identity guidelines issued by FIBA are registered trademarks and are the sole property of FIBA. Their use requires prior approval by FIBA.
83. The FIBA Regional Offices and the National Member Federations are encouraged to use the logos on their letterhead and stationery. Any other use requires prior FIBA approval. The logos may be used only in the exact format described in the brand identity guidelines issued by FIBA.
84. As a rule, the use of the logos by National Member Federations during Competitions of FIBA will be permitted according to the brand identity guidelines and the Marketing Manual provided that the commercial interests of FIBA are not affected. National Member Federations shall alert and notify FIBA of any circumstance upon which they become aware of any unauthorised use of the FIBA and FIBA competition logos and symbols by any third party.

COPYRIGHT FOR WRITTEN MATERIAL

85. FIBA reserves the copyright for all FIBA rules and regulations and other texts issued under FIBA's control. Any reprints or translations require prior written approval from FIBA.
86. Official translations of the FIBA General Statutes, Internal Regulations and Official Basketball Rules into the official languages of FIBA will be prepared by FIBA.
87. National Member Federations are permitted to translate the FIBA General Statutes, Internal Regulations and Official Basketball Rules for non-commercial purposes into the language of their respective country, unless this language is one of the official languages of FIBA, provided that:
 - a. No advertising is permitted except on the penultimate page of the translation, which is reserved for sponsors not in competition with the official sponsors of FIBA;
 - b. The FIBA logo is shown on the cover;
 - c. A FIBA copyright notice is made on the translation;
 - d. The member federation grants, at no cost to FIBA, a perpetual and unrestricted licence to FIBA to use the translation as FIBA so determines;

- e. FIBA receives an electronic version of the translation for approval prior to production; and
- f. Ten (10) hard copies and one (1) electronic in word format is sent to FIBA, free of charge.

CHAPTER 5: FIBA CODE OF CONDUCT

DEFINITIONS

88. For the capitalised words and phrases listed in this article 1-88, the following definitions shall apply:

Administrative Offence

See article 1-161.

Basketball Party

See article 1-90.

Basketball Competition

An Official Basketball Competition or any national-level competition recognised by a National Member Federation.

Basketball Official

Any Official of FIBA (or a “FIBA Official”), a FIBA Division, a National Member Federation, or a Local Organising Committee, including without limitation the following:

- any candidates or nominees for elected or appointed positions with FIBA, a FIBA Division or National Member Federations;
- members of the Central Board;
- members of the Executive Committee;
- members of the Zone Boards;
- members of the Secretariat;
- members of the commissions, committees, working groups or taskforces or similar bodies appointed by FIBA, FIBA Division, or a National Member Federation for any purpose;
- employees of FIBA or a FIBA Division at the level of Director or Head of;
- members of the FIBA Ethics Panel;
- members of FIBA judicial bodies; and
- the FIBA Integrity Officer.

Benefit

Money or the equivalent (excluding legitimate consideration, such as prize money and/or contractual payments to be made under endorsement, sponsorship or other contracts).

Bet

A wager of money or any other form of financial speculation placed on a Basketball Competition as to the outcome; or any aspect of an event or process, including without limitation, the likelihood of anything occurring or not occurring; or whether anything is true or not true.

Betting

Whether directly or via a third party/entity making, accepting, or laying a Bet and shall include, without limitation, activities commonly referred to as sports betting such as fixed and running odds, totalisator/toto games, live betting, betting exchange, spread betting and other games offered by sports betting operators.

Conflict of Interest

Any situation in which the Person at stake's decision-making related to FIBA is influenced (i.e. an actual conflict) or could be seen by a reasonable person to likely be influenced (i.e. a perceived conflict) by personal, family, financial, business, or other private interests. A Conflict of Interest includes also a potential conflict of interest, i.e. a situation that could, in a reasonable person's assessment, develop into an actual or perceived conflict of interest.

Connected Person

Anyone with whom the Person at stake has a relationship that is likely to appear to a reasonable person to influence the individual's objectivity including but not limited to close family, their partner and close personal friends.

Disciplinary Offence

See article 1-159.

FIBA Division

All divisions of FIBA, including without limitation all Zones, Zone bodies, Regional Offices, Sub-zones, Sub-sub-zones, Commissions, etc.

Participants

Any Person playing a direct or indirect role in basketball, including without limitation the following:

- players and their agents or representatives;
- player support personnel (e.g. coaches, assistant coaches, doctors, physiotherapists, etc.);
- any other person included on a National Member Federation's team delegation roster;
- commissioners;
- game officials (e.g. referees, Technical Delegates, Commissioners, Table Officials, etc.);
- followers with special responsibilities (e.g. managers, statisticians, interpreters, mascots, etc.);
- Persons employed by, or engaged in activities on behalf of (whether paid or unpaid), or having a direct or indirect affiliation to FIBA, a FIBA Division or a Local Organising Committee; and
- any other person accredited for or in attendance at an Official Game.

Spectators

Persons having used or in possession of a ticket or accreditation or invitation to or otherwise in attendance at an Official Game.

Inside Information

Any information about the likely participation or likely performance of a team or competitor participating in any Basketball Competition that a person possesses by virtue of his position within the sport. Such information includes, but is not limited to, factual information regarding the competitors, the conditions, tactical considerations or any other aspect of the Basketball Competition, but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public or disclosed according to the rules and regulations governing the relevant Basketball Competition.

Integrity Officer

See article 1-201 et seq.

Non-Pecuniary Interest

A personal interest that an individual may have in a matter that may involve family relationships, close personal friendships, or other private interests that do not involve the potential for financial gain or loss.

Official

Any Person that holds an office, is elected or appointed to a position, or any Person appointed in an official capacity or that otherwise represents an entity (legal or otherwise).

Official Game

Any game of a Basketball Competition.

Pecuniary Interest

An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.

Person

Any natural persons, or an organization or other entity, such as bodies corporate or unincorporated associations or partnerships (whether or not any of them have separate legal personality).

Vulnerable Groups

Minors or any person who is vulnerable or at risk of abuse or neglect due to their mental or physical incapacity, their age, illness or the need for care or support.

SCOPE OF APPLICATION

89. The following Persons are subject to the jurisdiction of FIBA under the terms established in Chapters 5 and 6:
- a. FIBA Divisions;
 - b. National Member Federations;
 - c. Any association, club, and other organisations (including leagues) that are members directly or indirectly or part of the National Member Federations or of FIBA or a FIBA Division;
 - d. Persons employed by, or engaged in activities on behalf of (whether paid or unpaid), licensed by, or having a direct or indirect affiliation to FIBA or to any of the entities in letters a., b., and c., above;
 - e. Basketball Officials;
 - f. Participants;
 - g. Spectators;
 - h. Any Person, city or state and the like bidding for the right to conduct events/Competitions of FIBA, including the Local Organising Committee formed to run such events; and
 - i. Any other Person bound by the General Statutes and Internal Regulations of FIBA.
90. Those listed in article 1-89 are referred to as “the Basketball Parties” and are subject to FIBA’s disciplinary powers, including the sanctions as set forth in Chapter 6, Book 1 of the FIBA Internal Regulations. Basketball Parties are bound by, recognise, and deemed to be familiar with the General Statutes, the Internal Regulations, and other rules and regulations, policies or decisions of FIBA.
91. The Code of Conduct applies to all Basketball Parties that fall under FIBA’s jurisdiction at the time the alleged violation is committed.
92. Any reference in Chapters 5, 6, and 7 to National Member Federation(s) shall be understood as referring to club(s), with respect to club competitions.

GENERAL PRINCIPLES

93. Basketball Parties shall comply with the FIBA General Statutes, the Internal Regulations (including, without limitation, the provisions of this Code of Conduct and all Books of the Internal Regulations), and other rules and regulations, policies or decisions of FIBA. Basketball Parties shall comply with principles of ethical conduct, loyalty, integrity and sportsmanship. They shall not take any action that has a detrimental effect on the sport of basketball, the reputation of, or any policy of FIBA.

REPORTING AND INVESTIGATIONS

94. All Basketball Parties are encouraged to report any suspected violation of this Code of Conduct to FIBA. Any information reported shall be used solely for the purpose of investigating or prosecuting a violation of this Code of Conduct. See article 1-153 et seq for special obligations of National Member Federations.
95. In addition to article 1-94, Basketball Parties shall have an obligation to immediately report to FIBA suspected violations of the Code of Conduct in the following circumstances:
 - a. **Conflict of Interest.** Any Basketball Party that believes that a Basketball Official may be in a Conflict of Interest situation, including, without limitation, making a decision influenced by an actual or perceived Conflict of Interest shall report the matter, in writing (or verbally if during a meeting of the Central Board, or Executive Committee or any Commission or committee).
 - b. **Corruption, Betting or Manipulation of Competition.** All Basketball Parties shall report to FIBA or other competent authority full details of
 - i. Any approaches or invitations received by the Basketball Party to engage in conduct that would amount to a Betting or Manipulation of Competition Offence;
 - ii. Any incident, fact or matter that comes to the attention of the Basketball Party that may evidence a Betting or Manipulation of Competition Offence by a third party, including, without limitation, approaches or invitations that have been received by any other party to engage in conduct that would amount to Betting or Manipulation of Competition Offence; and
 - iii. Any suspected violation linked to corruption, including without limitation with respect to elections or bidding for events.
 - c. **Safeguarding.** Basketball Parties have a duty to report any suspected safeguarding violation (see articles 1-127 to 1-130).
96. Reports of suspected violations of the Code of Conduct may be made through the reporting mechanism provided on FIBA's website. These reports may be anonymous.
97. All reports of suspected violations of the Code of Conduct shall remain confidential, subject to the following conditions:
 - a. FIBA shall disclose any information to those Persons with a need to know in order to conduct any follow up actions necessary to investigate and prosecute an alleged breach of the FIBA Code of Conduct, including, at FIBA's discretion, to any public authority that may have jurisdiction to prosecute the conduct underlying the suspected violation;
 - b. Such information is already published or within the public domain; or
 - c. If required to be disclosed under the FIBA General Statutes, the Internal Regulations, other rules and regulations, policies and decisions of FIBA.
98. Basketball Parties shall not commit any act that seeks to intimidate or threaten any Person to prevent or discourage that Person from the good-faith reporting or collaboration with an investigation (e.g. by testifying as a witness) of a suspected violation of the FIBA General

Statutes, Internal Regulations, or of any FIBA Policy, nor commit any act of retaliation related to this good-faith reporting and collaboration.

99. All Basketball Parties shall fully cooperate with FIBA or other competent authority in upholding the Code of Conduct, including by cooperating with any investigation regarding a possible violation. Such duty includes, inter alia, compliance with (i) an order to appear and testify under oath in person to the best of the Person's knowledge and judgement, and (ii) the duty to comply with requests for information from FIBA.
100. Basketball Parties shall not obstruct or delay any investigation that may be carried out by FIBA or other competent authority in relation to a possible violation of this Code of Conduct, including without limitation concealing, tampering with or destroying any documentation or other information that may be relevant to the investigation.
101. All Basketball Parties shall provide to FIBA within a reasonable period or as directed by FIBA, any information that is related to the alleged breach, including without limitation:
 - a. Copies or access to all records relating to the alleged breach (such as without limitation, telephone records, bank account numbers and statements, cryptocurrency wallets, transaction histories for any money transfer service or e-wallet and internet and email records and Internet service records; credit card and transaction details, betting accounts records, personal devices (including mobile telephone(s), tablets and/or laptop computers), computer hard drives and other electronic information storage devices and documents; access to any social media accounts and data accessed via cloud services including user names and password; and
 - b. Written statements setting out in details all of the facts and circumstances of which the Person is aware with respect to the alleged breach.
102. FIBA may provide information at its disposal regarding the behaviour of any person to an authority with jurisdiction, whether concurrent or exclusive, over such person (e.g. WADA, leagues, public authorities, etc.).
103. FIBA shall allocate a sufficient annual budget to investigate breaches of the FIBA Code of Ethics and Integrity. Such budget shall cover expenses of experts/investigators appointed by FIBA and/or the Integrity Officer, fees of companies monitoring basketball data, remuneration of the Integrity Officer (hourly rate shall be defined between FIBA and the Integrity Officer before the latter is appointed) and the Integrity Officer's expenses. Such budget shall be annually determined in order to define if the budget allocated to Integrity is still appropriate, taking into account in particular the activities of the previous year.

CONDUCT RELATED TO OFFICIAL GAMES

Code of Fair Play

104. All Basketball Parties shall uphold the principles set forth in the Code of Fair Play. The following Golden Rules not only serve as a philosophy for the members of the worldwide basketball family, but they also reinforce the sense of fraternity and co-operation within that family.

105. The present Code of Fair Play applies to all games and official activities – including without limitation draws – of Basketball Competitions, unless provided otherwise by specific competition regulations enacted by FIBA or a Zone.
106. The Code of Fair Play for basketball encapsulates the sporting, moral, and ethical principles that FIBA stands for and for which it will continue to fight in the future, regardless of the influences and pressures that may be brought to bear.

The “Golden Rules”

107. Basketball Parties shall comply with the following “Golden Rules”:
 - a. **Play Fair:** Winning is without value if victory has been achieved unfairly or dishonestly. Cheating is easy but brings no pleasure. Playing fair requires courage and character. It is also more satisfying. Fair play always has its reward, even when the game is lost. Playing fair earns respect, while cheating only brings shame. Remember: it is only a game. And games are pointless unless played fairly.
 - b. **Play to Win but Accept Defeat with Dignity:** Winning is the object of playing any game. Never set out to lose. If you do not play to win, you are cheating your opponents, deceiving those who are watching, and also fooling yourself. Never give up against stronger opponents but never relent against weaker ones. It is an insult to any opponent to play at less than full strength. Play to win, until the final whistle. But remember nobody wins all the time. You win some, you lose some. Learn to lose graciously. Do not seek excuses for defeat. Genuine reasons will always be self-evident. Congratulate the winners with good grace. Do not blame the referee or anyone else. Be determined to do better next time. Good losers earn more respect than bad winners.
 - c. **Respect Opponents, Team-Mates, Referees, Game Officials and Spectators:** Fair Play means respect. Respect is part of our game. Without opponents there can be no game. Referees are there to maintain discipline and Fair Play. Always accept their decisions without arguing, and help them to enable all participants to have a more enjoyable game. Officials and spectators are also part of the game and must be respected accordingly.
 - d. **Embrace equality:** Everyone has the same rights, including the right to be respected. Treat all members of the basketball family in line with the principle of equality. Team-mates are colleagues. Build a team in which all members are equal.
 - e. **Promote the Interests of Basketball:** Basketball is one of the world’s greatest games, but it always needs everybody’s help to maintain its greatness. Think of basketball’s interests before your own. Think how your actions may affect the image of the game. Talk about the positive things in the game. Encourage other people to watch and play fairly. Help others to have as much fun from basketball as you do. Be an ambassador for the game. Spectators give the game atmosphere. They want to see the game played fairly, but must also behave fairly and with respect themselves.
 - f. **Honour Those who Defend Basketball’s Good Reputation:** The good name of basketball has survived because the vast majority of people who love the game are honest and fair. Sometimes somebody does something exceptional that deserves our

special recognition. They shall be honoured and their fine example publicised. This encourages others to act in the same way. Help to promote basketball's image by publicising its good deeds.

- g. **Reject Corruption, Drugs, Racism, Violence, Gambling and Other Dangers to our Sport:** Basketball's huge popularity sometimes makes it vulnerable to negative outside interests. Watch out for attempts to tempt you into cheating or using drugs. Drugs have no place in basketball, in any other sport or in society as a whole. Say "no" to drugs. Treat all players and everyone else equally, regardless of their religion, race, sex or national origin. Show zero tolerance for gambling on games in which you participate. It negatively affects your ability to perform and creates the appearance of a conflict of interests. Show that basketball does not want violence, even from your own fans. Basketball is sport, and sport is peace.
- h. **Help Others to Resist Corrupting Pressures:** You may hear that teammates or other people you know are being tempted to cheat in some way or otherwise engage in behaviour deemed unacceptable. They need your help. Do not hesitate to stand by them. Give them the strength to resist. Remind them of their commitment to their teammates and to the game itself. Form a block of solidarity, like a solid defence on the court.
- i. **Denounce Those who Attempt to Discredit our Sport:** Do not be ashamed to stand up to anybody who you are sure is trying to make others cheat or engage in other unacceptable behaviour. It is better to expose them and have them removed before they can do any damage. It is equally dishonest to go along with a dishonest act. Do not just say "no". Denounce those misguided persons who are trying to spoil our sport before they can persuade somebody else to say "yes".
- j. **Use Basketball to Make a Better World:** Basketball has an incredible power, which can be used to make this world a better place in which everyone can live. Use this powerful platform to promote peace, equality, health and education for everyone. Make the game better, take it to the world, and you will be fostering a better world.

Other Obligations related to Official Games

108. The following is a non-exhaustive list of the hosting National Member Federation's obligations relating to the organisation of Official Games:

- a. Organise any Official Game in compliance with all applicable regulations, guidelines, Handbooks, directions and decisions of FIBA. In particular, without limitation, Basketball Parties shall:
 - i. Comply with the Venue requirements in the applicable regulations;
 - ii. Provide all equipment (and/or replacement equipment) essential to the organisation of the Official Game;
 - iii. Comply with the equipment (and/or replacement equipment) requirements of the Official Basketball Rules or other requirements determined by FIBA;
 - iv. Implement adequate security measures in and around the venue;
 - v. Ensure no circumstances threaten or violate the safety of Basketball Parties or other third parties, including Spectators or other third parties in or around the venue during or immediately before/after the Official Game; and

- vi. Comply with the hosting obligations as per the applicable regulations; and
 - vii. Comply with the FIBA Venue Rules.
- b. Comply with advertising requirements in the applicable regulations
 - c. Properly use music and microphones during an Official Game in accordance with applicable rules. In particular, without limitation, Basketball Parties shall ensure:
 - i. Musical instruments are not played by a live band during an Official Game in a place of the venue other than the area permitted by FIBA or at times other than those permitted by FIBA;
 - ii. Music is not played over the public announcement system (pre-recorded or by a live band); and
 - iii. The microphone is used in a neutral way (e.g. the microphone may not be used to encourage one team nor to incite one team's supporters).
109. National Member Federations shall comply with all applicable regulations, guidelines, Handbooks, directions and decisions of FIBA with respect to its participation in an Official Game. In particular, without limitation, Basketball Parties shall not:
- a. Use unregistered player(s) or ineligible player(s); or include more than one player who has acquired the legal nationality of that country by naturalisation or by any other means after having reached the age of sixteen (16) (see article 3-20); or
 - b. Present less than ten (10) eligible players at the beginning of an Official Game.
110. Basketball Parties shall not engage in unsportsmanlike conduct. In particular, without limitation, Basketball Parties shall not:
- a. Engage in any type behaviour that tarnishes the image or reputation of FIBA and/or of basketball, including without limitation threatening, intimidating, insulting, and/or verbally or physically abusing another Basketball Party and/or any other third parties;
 - b. Use gestures, words, objects or any other means to transmit any message that is not fit for a sports event, particularly messages that are of a political, ideological, religious, racist, offensive or provocative nature;
 - c. Abuse or tamper with equipment in the venue or other competition-related facility (on-court equipment, dressing rooms, hotel, etc.); or
 - d. Make derogatory remarks to another Basketball Party and/or any other third parties.
111. The hosting National Member Federation shall be responsible for ensuring the proper conduct of the Spectators and the public in and around the venue.
112. Spectators and any other members of the public in or around the venue shall not engage in unsportsmanlike conduct towards any Basketball Party and/or any other third parties. In particular, without limitation, Spectators shall not:
- a. Incite violence towards Basketball Parties, including supporters or any other third party;
 - b. Throw objects that may or may not cause injury;
 - c. Light fireworks or any other objects;

- d. Otherwise engage in endangering and/or threatening conduct, including towards game officials (e.g. threatening chants, using laser pens, etc.) or any other third party;
- e. Enter without proper authorisation or intrude upon the playing court before, during or after an Official Game; or
- f. Act aggressively on or off the playing court towards Basketball Parties, including supporters.

Administrative Offences

113. Basketball Parties shall act in accordance with the provisions of a Handbook/Event Manual and any other policy, protocol or guidelines issued by FIBA or its Regional Offices or in accordance with the Official Basketball Rules on uniforms and/or other equipment. In particular, without limitation, Basketball Parties shall not:

- a. Fail to comply with the various deadlines set out in the relevant Handbook, such as late or incomplete submission of documents for the registration of Players;
- b. Fail to provide data for live scores and statistics to FIBA's official website;
- c. Fail to send the final score, the score at the end of each period and any extra periods within fifteen (15) minutes from the end of the Official Game or to confirm the final score electronically through the software determined by FIBA;
- d. Fail to follow the FIBA brand identity guidelines (FIBA Logo, Court Design, etc.);
- e. Fail to participate in a press conference or on-court flash interview after the end of an Official Game or otherwise fail to fulfil any media requirements (see article 2-56 et seq.); or
- f. Enter the playing court for the start of the first or third period of an Official Game more than fifteen (15) minutes late (except under circumstances of force majeure).

CODE OF ETHICS AND INTEGRITY

Preamble

- 114. FIBA bears the responsibility to safeguard the integrity and reputation of the sport of basketball worldwide and is constantly striving to protect its image from jeopardy or harm as a result of immoral or unethical activities, methods, and practices.
- 115. FIBA's mission is to present basketball to the world as an energetic, healthy, and athletic game, free from violence and unethical practice of any kind.
- 116. This Code of Ethics and Integrity therefore obliges Basketball Parties to ensure that basketball worldwide is both administered and played within a framework of ethical, honest, fair, transparent, democratic, credible, dignified, and professional behaviour, and in the spirit of fair play and integrity. Basketball Parties must each be accountable for their own actions and respect the sanctity and obligations of their allegiance to FIBA.

117. The Basketball Parties and their representatives shall not be involved with firms or persons whose activity or reputation is inconsistent with other principles set out in this Code of Conduct.
118. Basketball Parties shall respect the right of all individuals to dignity and to being treated with respect.

Application of the Code of Ethics and Integrity

119. This Code of Ethics and Integrity applies to all Basketball Parties (see article 1-90).

General Requirements

120. Basketball Parties shall not discriminate on the basis of race, gender, ethnic origin, religion, philosophical or political opinion, marital status, or any other grounds.
121. Basketball Parties shall:
 - a. Demonstrate loyalty to FIBA and its principles, including the One FIBA governance structure, and to the sport of basketball, and not do anything that would bring discredit or disrepute to FIBA and the sport of basketball;
 - b. Embrace honesty, integrity, and respectability as being core to all basketball activities and never knowingly provide false information to others;
 - c. Not engage in any criminal or otherwise contrary to the law or improper activities, either within or outside basketball;
 - d. Refrain from activities that might affect the outcome of Basketball Competitions including without limitation:
 - i. Acceptance of Benefits; and
 - ii. Offering of Benefits.
 - e. Guarantee the players conditions of safety, mental and physical well-being, and medical care appropriate for basketball;
 - f. Endeavour to protect the environment on the occasion of any Basketball Competitions that they organise;
 - g. Honour all contracts related to basketball and not encourage others to break such contracts;
 - h. Refrain from disclosing information entrusted to them in confidence; and
 - i. Respect commercial-in-confidence transactions and intellectual property rights.
122. Gifts or hospitality shown to members and staff of the Basketball Parties, and to the persons accompanying them shall be declared and shall not exceed the standards prevailing in the host country.
123. Basketball Parties, or their representatives, shall not directly or indirectly solicit, accept or offer any form of remuneration or commission, nor any concealed benefit or service of any nature, connected with bidding for the organisation of a Basketball Competition.

124. Basketball Parties shall not submit documents with any fraudulent, falsified, or otherwise false information to FIBA or a National Member Federation for any reason.

Hosting an Official Basketball Competition

125. The Basketball Parties shall fully respect the various manuals published by FIBA linked to the selection of host organisations (however defined), in particular the Bid and Event Manual for FIBA World Cups (or any other relevant publication).
126. Those Basketball Parties wishing to organise an Official Basketball Competition shall refrain from approaching another Basketball Party or other third party with a view to obtaining any financial or political support inconsistent with the provisions of such manuals and/or this Code of Ethics and Integrity at any point in the bidding process.

Safeguarding

127. Everyone has the right to participate in basketball in an environment that is safe and enjoyable. FIBA is committed to protecting player welfare, including non-discrimination and the prevention of harassment and abuse.
128. Basketball Parties shall respect and promote the rights of Vulnerable Groups.
129. Basketball Parties shall familiarise themselves and comply with their safeguarding obligations, which include the following:
- a. Ensure the safety of any Vulnerable Groups in their care;
 - b. Always act in the best interests of Vulnerable Groups;
 - c. Maintain appropriate and professional boundaries at all times;
 - d. Treat all persons, especially Vulnerable Groups, equally, with respect, dignity and fairness;
 - e. Ensure that the same professional standards are applied regardless of ethnic origin, colour, nationality, race, religion, gender, sexual orientation, age or disability;
 - f. Recognise the development needs of minors and the capacity of Vulnerable Groups;
 - g. Promote an environment that is safe and enjoyable;
 - h. Ensure that any concerns or allegations concerning the welfare of Vulnerable Groups are acted upon and recorded in accordance with this policy; and
 - i. Empower and educate Vulnerable Groups on their rights.
130. All forms of harassment, vilification, and abuse by Basketball Parties, be it physical, professional or sexual, and inflicting, facilitating or tolerating any non-accidental physical or mental injuries are strictly prohibited. In particular, without limitation, Basketball Parties shall not engage in the following:
- a. **Bullying.** Bullying (or cyberbullying if conducted online) may include without limitation unwanted, repeated and intentional, aggressive behaviour usually among peers, and can involve a real or perceived power imbalance. Bullying may also include actions

- such as making threats, spreading rumours or falsehoods, attacking someone physically or verbally and deliberately excluding someone;
- b. **Hazing.** Hazing may include without limitation organised, usually team-based, form of bullying in sport, involving degrading and hazardous initiation of new team members by veteran team members;
 - c. **Homophobia.** Homophobia may include without limitation antipathy, contempt, prejudice, aversion or hatred towards lesbian, gay, transgender, bisexual individuals or other individuals who identify with a non-binary gender;
 - d. **Neglect.** Neglect means the failure of a coach or another person with a duty of care towards a player or other person to provide a minimum level of care, which causes harm, allows harm to be caused, or creates an imminent danger of harm;
 - e. **Negligence.** Negligence means an act or acts of omission regarding the safety of any player or other person for which the Basketball Party has a duty of care, which may include without limitation:
 - i. depriving a player of food/or drink;
 - ii. depriving a player of sufficient rest and recovery;
 - iii. failure to provide a safe physical training environment; or
 - iv. or developmental age-inappropriate or physique-inappropriate training methods;
 - f. **Physical abuse.** Physical abuse means non-accidental violence towards a player or other person, which may include, non-accidental trauma or physical injury caused by punching, beating, kicking, biting, burning or otherwise harming an athlete. This could include forced or mandated inappropriate physical activity (e.g. age-inappropriate or physique-inappropriate training loads; when injured or in pain); forced alcohol consumption; or systematic doping practices;
 - g. **Psychological abuse.** Psychological abuse means any treatment that may diminish the sense of identity, dignity or self-worth, and may include without limitation any unwelcome act such as confinement, isolation, verbal assault, humiliation, or infantilization;
 - h. **Sexual abuse.** Sexual abuse means conduct of a sexual nature, whether non-contact, contact or penetrative, where consent is coerced/manipulated or is not or cannot be given; and
 - i. **Sexual harassment.** Sexual harassment means unwanted and unwelcome conduct of a sexual nature, whether verbal, non-verbal, or physical.

Confidentiality

131. No Basketball Party shall disclose in any circumstances, any confidential information received from FIBA or in the course of performing official or unofficial duties on behalf of FIBA, including without limitation working papers for any official FIBA meeting (e.g. Central Board, Executive Committee, Commissions, etc.), the content of any discussions from any official FIBA meeting or with any FIBA Administrator, or any other information communicated to be confidential.

132. The recording by any means, including without limitation making video, photographic, or audio recordings, of any meeting (official or otherwise) including without limitation Central Board, Executive Committees, Commissions meetings, or any other exchange involving any Basketball Party without prior written approval of FIBA, where appropriate, and/or by all participants is strictly prohibited.

Good Administration

133. Basketball Parties shall administer basketball organisations in a transparent and fair manner, free from bias and corruption and through open and democratic elections and processes, including, without limitation by:
- a. Conducting day-to-day management according to democratic and accountability principles, including by professional managers being responsible and accountable to their Board/ Executive Committee/ Management Committee and those bodies, in turn, being responsible and accountable to their members/stakeholders;
 - b. Ensuring openness and transparency in all dealings of administration and operation;
 - c. Ensuring decisions are based, as far as is possible, on objective rather than subjective criteria;
 - d. Ensuring scrupulous avoidance of deception, unethical practice, or any other behaviour that is, or might be construed as, dishonourable or detrimental to the sport of basketball;
 - e. Acting in accordance with the fiduciary duties of an office bearer, complying with the spirit and letter of the law, and recognising both the legal and moral duties of the role;
 - f. Not doing anything that in any way denigrates the sport of basketball or harms its public image at any level;
 - g. Managing relationships and transactions with sponsors, commercial partners, vendors, suppliers, and consultants in an ethical manner in accordance with this Code of Ethics and Integrity;
 - h. Entering into contracts or other arrangements with organisations whose business is related to speculation on the outcomes or otherwise of sporting events only to the extent that such activity is not in breach of this Code of Ethics and Integrity;
 - i. Ensuring full, fair, accurate, and timely disclosure in reports to FIBA or to any other superior authority within the sport as may be required and also to relevant official authorities in the country or state of formation in full accordance with the law;
 - j. Ensuring that the personal rights of individuals are protected, respected, and safeguarded;
 - k. Ensuring the privacy of individuals (apart from what is essential information for the organisation to function);
 - l. Promoting the physical and mental health and welfare of players;
 - m. Providing due process in disciplinary matters; and
 - n. Representing basketball honestly, worthily, respectably, and with integrity.

134. Where FIBA gives financial support to Basketball Parties, financial records and accountability must be in accordance with the requirements stipulated by FIBA and in accordance with generally accepted accounting and bookkeeping principles.

Conflict of Interest

135. FIBA is committed to maintaining the highest standards of good governance and conducts its business in an open and transparent manner. The aim of these provisions on Conflict of Interest is to protect both FIBA and the individuals concerned from any appearance of improper behaviour. Basketball Parties shall strive to reduce and eliminate instances of conflict of interest by being aware, prudent, and forthcoming about the potential conflicts.
136. Individuals acting on behalf of FIBA first have a duty to FIBA. Any personal stake they have in the operations of FIBA must be secondary to this duty to FIBA.
137. Individuals acting on behalf of FIBA should conduct themselves with integrity, impartiality and honesty at all times and should maintain high standards of propriety and professionalism. Situations that could leave FIBA or themselves open to suspicion of dishonesty should be avoided.
138. Basketball Parties shall avoid Conflicts of Interests.
139. FIBA Officials shall resolve any pecuniary or non-pecuniary Conflict of Interest, between a FIBA Official's personal interest and the interests of FIBA, in favour of FIBA.
140. FIBA Officials shall not:
- a. Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with FIBA, unless such business, transaction, or other interest is properly disclosed and approved by FIBA;
 - b. Knowingly place themselves in a position where they are under an obligation to any person who might benefit from special consideration or who might seek preferential treatment;
 - c. In the performance of their official duties, give preferential treatment to family members, close personal friends, colleagues, or organisations in which their family members, close personal friends, or colleagues have an interest, financial or otherwise;
 - d. Derive personal Benefit from information that they have acquired during the course of fulfilling their official duties with FIBA, if such information is confidential or not generally available to the public;
 - e. Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties with FIBA, or in which they have an advantage or appear to have an advantage on the basis of their association with FIBA;
 - f. Use FIBA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with FIBA without the approval of FIBA;

- g. Place themselves in positions where they could, by virtue of being a FIBA Official, influence decisions or contracts from which they could derive any direct or indirect benefit; or
- h. Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a FIBA Official.

Disclosure of Conflict of Interests

- 141. All FIBA Officials shall disclose, in the format required by FIBA, any and all Conflicts of Interests that they might have at the beginning of any appointment.
- 142. In addition, FIBA Officials shall disclose, in writing, any new Conflicts of Interest to the Human Resources Department at FIBA or as directed by FIBA, immediately upon becoming aware that a Conflict of Interest may exist. FIBA Officials shall also disclose to FIBA any and all affiliations with any and all other organisations involved with basketball. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or director.
- 143. FIBA may request a FIBA Official to submit a formal declaration of Conflicts of Interest at any time.
- 144. At the outset of every Central Board, Executive Committee, and Zone Board meeting, the members of each may be asked if they wish to declare any new Conflict of Interest not previously declared.

Elections

- 145. In the pursuit of open and democratic election processes, Basketball Parties and other candidates offering themselves for any election to office within the sport of basketball shall observe the following principles:
 - a. Candidates have the right to promote their candidature, subject to respecting any special provisions relating to that office and to this Code of Ethics and Integrity;
 - b. The promotion of a candidate is conducted with dignity and moderation;
 - c. Excessive expenditure shall be avoided in order to preserve equality between candidates;
 - d. No meeting or gathering of any kind may be held in the framework of promoting a candidature;
 - e. Candidates may in no instance and under no pretext give presents, offer donations or gifts, or offer to grant advantages of whatever nature;
 - f. No candidate may enter into any promise or undertaking to be performed, whatever the timing of such performance, for the direct benefit or indirect benefit of another basketball party;
 - g. Each candidate shall, in the framework of promoting his candidature, respect the other candidates;

- h. A candidate may not produce spoken word, written text or representations of any matter likely to harm the image of or cause prejudice to another candidate; and
- i. No understanding, coalition, or collusion among candidates with the intent to influence the result of the vote is allowed.

146. No Basketball Party, individually or collectively, shall announce in any form whatsoever their intention to vote nor give nor accept instructions to vote for a particular candidate to anyone not serving as their proxy, or to intervene improperly with any election.

Betting and Manipulation of Competitions

147. Basketball Parties shall not engage in any of the following conduct.

148. Betting: Direct or indirect involvement of a Basketball Party in any form of Betting related to a Basketball Competition or other international basketball competition, whether recognised or not, where one or more participants are at the same time holders of a license issued by FIBA or a National Member Federation (a “Protected Competition”), including Betting (and Betting-related activities) with or through another Person on the result, progress, outcome, conduct or any other aspect of such a Protected Competition.

149. Manipulation of Results:

- a. Fixing or contriving in any way or otherwise improperly influencing or being a party to fix or contrive in any way or otherwise improperly influence, the result, progress, outcome, conduct or any other aspect of a Protected Competition;
- b. Ensuring or seeking to ensure the occurrence of an incident in a Protected Competition, which occurrence is to the Basketball Party’s knowledge the subject of a Bet and for which the Basketball Party or another Person expects to receive or has received a Benefit; or
- c. Failing in return for a Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received) to perform to the best of one’s abilities in a Protected Competition.

150. Corrupt Conduct:

- a. Accepting, offering, agreeing to accept or offer, a bribe or other Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of a Protected Competition; or
- b. Providing, offering, giving, requesting or receiving any gift or Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received) in circumstances that a Basketball Party might reasonably have expected could bring him or the sport into disrepute.

151. Misuse of Inside Information:

- a. Using Inside Information for Betting purposes or otherwise in relation to Betting; or

- b. Disclosing Inside Information to any Person with or without Benefit where the Basketball Party might reasonably be expected to know that its disclosure in such circumstances could be used in relation to Betting.

General Provisions

152. The following are not relevant to the determination of any Betting or Manipulation of a Competition violation:
- a. Whether or not the Basketball Party was participating, or a Basketball Party assisted by another Basketball Party was participating, in the specific Basketball Competition;
 - b. The nature or outcome of any Bet in issue;
 - c. The outcome of the Competition on which the Bet was made;
 - d. Whether or not the Basketball Party's efforts or performance (if any) in any Basketball Competition in issue were (or could be expected to be) affected by the acts or omissions in question; or
 - e. Whether or not the results in the Basketball Competition in issue were (or could be expected to be) affected by the acts or omissions in question.

NATIONAL MEMBER FEDERATIONS

153. National Member Federations are authorised and encouraged to draw up their own Code of Fair Play and Code of Ethics and Integrity based on the FIBA Code of Fair Play and FIBA Code of Ethics and Integrity, respectively, or any model document prepared by FIBA.
154. A Code of Fair Play and/or Code of Ethics and Integrity enacted by a National Member Federation is applicable within its own jurisdiction but does not override the FIBA Code of Fair Play or FIBA Code of Ethics and Integrity, respectively.
155. National Member Federations shall develop and implement regulations or policies and procedures for safeguarding and protecting persons from harassment and abuse. These regulations or policies must comply with the following minimum requirements:
- a. Ensure that such regulations/policies and procedures are in line with FIBA's Safeguarding provisions;
 - b. Ensure all participants in a National Member Federation's competitions are aware of and adhere to the present code; and
 - c. Advise FIBA of any disciplinary sanction imposed by the National Member Federation relating to an incident that occurred in breach of the present code or similar regulations adopted by the National Member Federation.
156. National Member Federations shall ensure that all necessary measures are taken to protect the integrity of the sport of basketball within its territory, including without limitation by actively enforcing the provisions with respect to Betting and Manipulation of Competitions (arts 1-147 to 1-152) and any other integrity-related provision of the Code of Conduct. In particular, National Member Federations shall:

- a. ensure that any League within the National Member Federation's territory has in place reasonable measures to prevent and prosecute integrity-related violations of the Code of Conduct;
- b. duly investigate and prosecute, as applicable, (including upon FIBA's request) any possible violation of the provisions with respect to Betting and Manipulation of Competitions and other integrity-related provisions of the Code of Conduct;
- c. fully cooperate with FIBA or other competent authority in any FIBA integrity-related investigation, in accordance with article 1-99, and must actively share with FIBA (including upon FIBA's request) any information, reports or any other evidence received that may be relevant to a potential breach of the provisions with respect to the Betting and Manipulation of Competitions or any other integrity-related matter, in accordance with article 1-100.

If in FIBA's view, a National Member Federation has failed to appropriately investigate any potential integrity breaches as per this article, FIBA may conduct its own investigations and/or take a decision for FIBA purposes, in accordance with article 1-232.b, in which case, the National Member Federation may be liable for any costs to such an investigation. For the avoidance of doubt, any violation of this article shall be a Disciplinary Offence.

157. National Member Federations shall appoint a Single Point of Contact for integrity-related matters ("SPOC"). The SPOC's responsibilities shall be clearly stated and cover inter alia the following
 - a. raising awareness of the integrity-related regulations through a concrete education program;
 - b. creating a national platform for reporting any breach of integrity;
 - c. serving as FIBA's main point of contact for integrity-related purposes;
 - d. cooperating with FIBA and any other competent authority during investigations; and
 - e. ensuring FIBA's regulations on Betting and Manipulation are respected and implemented at a national level.
158. As directed by FIBA, National Member Federations shall develop and implement education programs for stakeholders in basketball aimed at raising stakeholder awareness of potential threats to integrity and familiarising stakeholders with applicable rules and regulations and reporting mechanisms.

CHAPTER 6: SANCTIONS

DISCIPLINARY OFFENCES

159. Unless otherwise specified, it shall be a Disciplinary Offence to violate, through any act or omission, the Code of Conduct (which incorporates by reference, via article 1-93, the provisions of the General Statutes, the Internal Regulations, and other rules and regulations, policies or decisions of FIBA).
160. It shall also be a Disciplinary Offence for a Basketball Party to undertake acts or omissions amounting to attempted violations or to any type of complicity involving a violation or attempted violation of the Code of Conduct, including without limitation inciting, aiding, abetting, inducing, instructing, facilitating, encouraging, assisting or covering up a violation or attempted violation of the Code of Conduct.
161. A violation of article 1-113 or any other provision of the FIBA Internal Regulations explicitly designated as such shall be considered an “Administrative Offence” and may be sanctioned as provided in article 1-171. Sanctions imposed for any Administrative Offence are not subject to appeal. If the same conduct also constitutes a Disciplinary Offence, it may also be sanctionable as a Disciplinary Offence.
162. Violations of the Official Basketball Rules may be sanctioned as provided in such rules, but may also constitute a Disciplinary Offence sanctionable under this Chapter 6.
163. All Disciplinary Offence shall be sanctioned as provided in this Chapter 6, unless otherwise specified.
164. Violations of the FIBA Internal Regulations governing Anti-Doping shall be sanctioned exclusively in accordance with those provisions, unless otherwise provided therein.
165. Unless otherwise specified, offences are sanctionable regardless of whether they have been committed intentionally or negligently.
166. In addition to personal responsibility, National Member Federations are strictly liable, and may be sanctioned accordingly, for the conduct of their Participants, as well as of their supporters (including Spectators).
167. Unless provided otherwise, disciplinary proceedings may be initiated at the latest ten (10) years from the date the offence occurred (or, in case of continuous offences, from the date the offence ended) or the date of knowledge of the offence by FIBA, whichever comes later.

LIST OF SANCTIONS

Disciplinary Offences

168. The following sanctions may be imposed on legal entities for Disciplinary Offences:

- a. warning;
- b. reprimand;
- c. fine up to CHF 300,000;
- d. ban from selling tickets to supporters for away games;
- e. annulment of the result of an Official Game;
- f. order that an Official Game be replayed;
- g. deduction of points (for the current and/or a future competition);
- h. order that an Official Game be forfeited;
- i. playing of an Official Game behind closed doors;
- j. full or partial venue closure;
- k. playing of an Official Game in a third city or country;
- l. withholding of financial benefits;
- m. prohibition on registering new players;
- n. disqualification from a competition in progress and/or exclusion from future competition(s);
- o. withdrawal of a title or award;
- p. withdrawal of a license or registration;
- q. service to the benefit of basketball community;
- r. reimbursement of expenses and/or damages incurred by FIBA and affected National Member Federation(s) as a direct result of the violation; and
- s. a combination of the above measures.

169. The following sanctions may be imposed on natural persons for Disciplinary Offences:

- a. warning;
- b. reprimand;
- c. fine up to CHF 100,000;
- d. suspension for a specified number of Official Games or for a specified period of time;
- e. suspension from carrying out a function for a specified number of Official Games or for a specified period of time;
- f. suspension or removal from office;

- g. prohibition on participating in any or all FIBA and FIBA-related activities;
- h. withdrawal of a title or award;
- i. service to the benefit of basketball community; and
- j. a combination of the above measures.

170. Where an Official is found to be in breach of the Code of Ethics and Integrity, sanction/s may include (in addition to those set out in articles 1-168 and 1-169) suspension of membership or status as an Official.

Administrative Offences

171. The following sanctions may be imposed for Administrative Offences (see article 1-161):

- a. warning;
- b. reprimand;
- c. an administrative fine:
- d. For natural persons: up to 2,000 CHF; and
- e. For legal entities: up to 5,000 CHF.
- f. a combination of the above measures.

GENERAL PROVISIONS ON SANCTIONS

172. Sanctions may be

- a. limited to a geographical area or to one or more competitions or parts thereof (e.g. Qualification Round etc.); or
- b. suspended for a probationary period of no less than one (1) year and no longer than five (5) years. If the same or similar offence is committed during the probationary period, FIBA may order that the original sanction be enforced. This may be added to the sanction imposed for the new offence.

173. The otherwise applicable sanction may be increased in the following circumstances:

- a. Recidivism involving the same or a similar offence, in which case the severity of the otherwise applicable sanction may be at least doubled. Recidivism involving Administrative Offences may be sanctioned as Disciplinary Offences. This article 1-173.a) only applies if a decision imposing a sanction for the subsequent same or similar offence is issued within five (5) years of the occurrence of the previous offence at stake; or
- b. If aggravating circumstances are present, in which case the competent authority may impose an increased sanction and may, if warranted by the exceptional circumstances of the case, exceed the limits set in articles 1-168 and 1-169.

174. Pending resolution of a disciplinary matter, FIBA may impose a provisional suspension or other provisional sanction.

175. In the event of a fine, and unless otherwise stipulated in the decision, the applicable amount shall be paid in full within thirty (30) days from notification of the decision to the bank account of FIBA without any deductions (e.g. bank charges) or set offs. Late payments shall incur interest at a rate of 5% per annum and, at FIBA's discretion, prohibition from participation until the entire amount has been paid.
176. Unless otherwise stipulated in the decision, FIBA may issue mandatory directions regarding the implementation of sanctions (e.g. conduct of an Official Game behind closed doors) within the spirit and letter of the decision.
177. In addition to article 1-187.b, non-observance of sanctions imposed hereunder constitutes a separate Disciplinary Offence and shall be subject to the sanctions provided for under this Chapter. FIBA may suspend the Basketball Party from FIBA or FIBA events until compliance occurs.
178. Unless otherwise stipulated in the decision, sanctions are carried over to the following same Basketball Competition (or season, as applicable), until they are fully served.
179. Depending on the seriousness of the offence, the competent FIBA body may decide that a sanction shall apply also to Zone, Sub-Zone, Sub-sub-zone or National Member Federation competitions, including club competitions.
180. Where a sanction is imposed by FIBA and the person concerned avoids the application of the relevant decision for a period of time (e.g. by participating in activities of an organisation that does not recognise or implement the FIBA decision), such period shall not be credited against the period of sanction unless the Secretary General decides otherwise.
181. FIBA may suspend in accordance with article 1-172.b or reduce any part or all of a sanction for a breach of the Code of Ethics and Integrity in an individual case where the Person charged with such breach has provided substantive information or assistance to FIBA that results in FIBA discovering or bringing forward a breach of the FIBA Code of Ethics and Integrity or the FIBA Anti-Doping Rules against another Person.
182. A period of suspension imposed for a violation of the FIBA Code of Ethics and Integrity shall be tolled during any period for which the Person is suspended under the FIBA Internal Regulations governing Anti-Doping.

SPECIAL PROVISIONS FOR SANCTIONING VIOLATIONS RELATED TO OFFICIAL GAMES

183. A violation of article 1-109 involving the use of unregistered player(s) or ineligible player(s) shall result in forfeiture of the Official Game. In the event of a second offence, the team may be disqualified from the competition and a future suspension and/or a disciplinary fine may additionally be imposed.
184. A violation of article 1-109 involving presenting less than ten (10) eligible players at the beginning of an Official Game shall incur a disciplinary fine.

185. It shall be considered an aggravating circumstance (see article 1-173.b) if unsportsmanlike conduct (see articles 1-110 and 1-112) involves any of the following:
- a. Interruption of the Official Game;
 - b. Interruption of the Official Game and for any reason whatsoever it is not resumed, it shall be considered a particularly aggravating circumstance; or
 - c. An injury occurs, which shall be considered a particularly aggravating circumstance.
186. For a violation of article 1-110 or 1-112 involving aggravating circumstances, in addition to any other applicable sanctions, the following shall apply:
- a. If the Official Game was interrupted for any reason whatsoever and not resumed it shall incur a minimum sanction of one (1) Official Game behind closed doors for the National Member Federation(s) responsible. It may also incur, in addition to any other applicable sanction, (i) the forfeiture of the Official Game by the National Member Federation that bore sole or greater responsibility for the violation; or (ii) the game to be replayed in the event that the level of responsibility is equally shared; and/or
 - b. If the violation involved an injury it shall incur a minimum sanction of one (1) Official Game behind closed doors.
187. Unless otherwise stipulated in the relevant decision:
- a. The sanction shall be applied to the Official Game immediately following the notification of the decision. If there is no Official Game on the day of the notification of the decision, the sanction shall be applied as of the day after notification of the decision. For the purposes of this clause, a decision communicated by email or facsimile shall be presumed to have been received by the person or entity concerned once the email has been sent from an email server used by FIBA or in the case of a facsimile once the facsimile has been successfully transmitted by FIBA; and
 - b. If a coach or Player participates in an Official Game while under suspension or disqualification, the following shall apply:
 - i. the Official Game shall be forfeited against the team of the Player or the Coach; and
 - ii. the sanction on the coach or Player will be doubled or reset and start again, as decided by the body that imposed it.
188. In the event that a National Member Federation loses an Official Game by forfeit or by default, the relevant provisions of the Official Basketball Rules shall apply.

CHAPTER 7: PROCEDURAL PROVISIONS

COMPETENCE

189. The competent FIBA bodies in the first instance shall be
- the Secretary General; or
 - the Disciplinary Panel, if a case is submitted to it by the Secretary General or if expressly provided in the Internal Regulations (e.g. for anti-doping rule violations).
190. During FIBA National Team Competitions for which a Technical Committee has been constituted, such Technical Committee shall be the competent FIBA body in the first instance, except in the case of anti-doping matters (see article 1-198 and article 8.1.1 of Book 4).
191. Exceptionally, the Central Board may decide for a specific main official competition of FIBA (see article 2-3):
- to appoint a member of the Appeals' Panel to act as Chairman of the Jury of Appeal; or
 - to delegate some or all authority for first instance decision-making to the FIBA Disciplinary Panel and for last instance decision-making to an ad-hoc division of the Court of Arbitration for Sport.
192. Any reported alleged breach of the FIBA Code of Conduct, however reported, shall be transmitted to the competent body of FIBA. Where a case involves conduct that may constitute both a breach of the Code of Ethics and Integrity and of any of the General Statutes, the Internal Regulations, other rules and regulations, policies and/or decisions of FIBA, then FIBA shall decide in its sole discretion which body shall deal with the case.
193. In the event a potential violation of the Code of Conduct may also constitute criminal conduct (e.g. domestic violence), the competent body shall refer the matter to the relevant public authorities and take any further steps that may be required by the General Statutes, the Internal Regulations, other rules and regulations, and decisions of FIBA, including any applicable policy. In this case, FIBA may suspend its own proceedings or investigations pending the prosecution of the matter and/or fully or partially turn over the investigation of such violations, including safeguarding violations (see articles 1-127 to 1-130), to public authorities or to another authority with appropriate competencies.
194. Unless otherwise specified, alleged breaches of the Code of Ethics and Integrity may be referred by the following to the Ethics Panel for consideration, in accordance with article 1-195:
- The President of FIBA;
 - The Central Board;
 - The Secretary General; or
 - National Member Federations.

195. Such referrals will be made via the Secretary General unless the alleged violation involves the Central Board or the Secretariat in which event the referral may be made directly to the Chairman of the Ethics Panel, for consideration by the Ethics Panel.

GENERAL PROVISIONS

196. The principle of confidentiality shall be respected strictly by the Disciplinary Panel, the Integrity Officer, and the Ethics Panel in all of their activities.

DISCIPLINARY PANEL

197. The Secretary General shall appoint a pool of a minimum two (2) and maximum six (6) persons, among which is at least one (1) member of the Legal Commission. The Secretary General shall appoint, from among the above-mentioned persons, the Chairperson and member(s) of the Disciplinary Panel for each case and decide whether it shall perform its duties through a 3-member panel, a 2-member panel or a single judge. Decisions are taken by majority; the Chairperson has the casting vote.
198. During FIBA National Team Competitions for which a Technical Committee has been constituted, such Technical Committee shall be the competent FIBA body in the first instance, except for anti-doping matters, which shall be heard in the first instance by the Anti-Doping Division of the Disciplinary Panel. Appeals against decisions of the Technical Committee may be lodged exclusively with the Jury of Appeal of the competition in accordance with Book 2 of the Internal Regulations. An appeal to the Jury of Appeal shall be lodged within a deadline established by the Technical Committee in its decision taking into account the smooth running of the concerned competition, but such deadline shall not be less than two (2) hours from the time of notification of the decision.

DISCIPLINARY PANEL: ANTI-DOPING DIVISION

199. In addition to the members appointed in article 1-197, the Secretary General shall appoint a pool of an additional minimum three (3) persons to the Anti-Doping Division of the Disciplinary Panel. The Secretary General shall appoint, from among the above-mentioned persons, a Chairperson and a Vice-Chairperson of the Anti-Doping Division of the Disciplinary Panel. Each member shall be appointed by taking into consideration their requisite anti-doping experience including their legal, sports, medical and/or scientific expertise. Each member shall be appointed for a renewable term of two (2) years. The Chairperson (or in the case of a conflict, the Vice-Chairperson) shall determine in their discretion the size and composition of a particular hearing panel to adjudicate an individual case either through a three-member panel or a single judge. In the event a three-member panel is appointed, the Chairperson (or Vice-Chairperson, as relevant) shall appoint one of the members to serve as the president of the panel, who shall in principle be the Chairperson (or Vice-Chairperson, as relevant). At least one appointed hearing panel member (or in the event a single judge is appointed, the single judge) must have a legal background. Decisions are taken by majority; the president of the panel has the casting vote in the case of a three-member panel.

200. The proceedings before the Anti-Doping Division of the Disciplinary panel are subject to the payment of the non-reimbursable fee set forth in Appendix 4 of Book 4 of the FIBA Internal Regulations.

INTEGRITY OFFICER

201. The FIBA Central Board shall appoint an Integrity Officer for a renewable term of four (4) years.

202. During his term, the Integrity Officer can only be replaced in the following situations:

- a. the Integrity Officer resigns; or
- b. the Central Board revokes the Integrity Officer's appointment for good cause; or
- c. the Integrity Officer has been found in the last instance to have violated the Code of Conduct.

203. The Integrity Officer shall, at the time of and during the term of the appointment:

- a. remain independent and impartial in performing all required functions and avoid any and all Conflict of Interests;
- b. not be an employee or a member of FIBA bodies or of any of its Divisions, Regional Offices or National Member Federations; and
- c. remain a person of unquestionable personal integrity.

Role

204. The Integrity Officer shall support FIBA in the investigation of any potential violation brought to his attention. For the purposes of such review, the Integrity Officer may upon FIBA's request or approval, conduct specific investigations and collaborate with relevant public authorities.

205. The role of the Integrity Officer is to perform the following functions:

- a. Investigate of any alleged breaches of the FIBA Code of Ethics and Integrity or the FIBA Anti-Doping Regulations that are referred to the Integrity Officer by FIBA (see article 1-211);
- b. Ensure all investigations conducted on behalf of FIBA are reasonable, proportionate, and in compliance with all applicable laws, regulations, and budgeting guidelines of FIBA;
- c. Keep confidential any information obtained through reports on or investigations into potential integrity-related violations, unless authorized by FIBA to disclose to public authorities or required by law to do so;
- d. If necessary, propose to FIBA specific expertise that may be needed in support of the investigation; and
- e. Provide an independent report to FIBA following an investigation.

SAFEGUARDING COUNCIL

206. The FIBA Safeguarding Council acts as an advisory body to FIBA on matters related to safeguarding and protection of Vulnerable Groups. In particular, the FIBA Safeguarding Council has the following duties:
- a. provide advice to provide a safe environment for all FIBA stakeholders, including, but not limited to, players, coaches, officials, fans, administrators, and volunteers;
 - b. study matters relating to the safeguarding of players, especially youth, and other FIBA stakeholders;
 - c. review and recommend modifications to the FIBA General Statutes and FIBA Internal Regulations concerning safeguarding matters;
 - d. present proposals for the adoption of a FIBA Safeguarding Policy and amendments thereto; and
 - e. create documents and guidelines that could be used by National Member Federations to guarantee a safe environment in their respective countries.
207. The FIBA Safeguarding Council shall be appointed by FIBA and composed of at least five (5) persons, one who will act as chairperson. The Chairperson, who will be designated by the FIBA Central Board, shall be an external and independent person from FIBA, with experience in safeguarding matters.

ETHICS PANEL

208. The role of the Ethics Panel is to examine possible breaches of the Code of Ethics and Integrity and then to report on its inquiries and deliberations.
209. In the course of its inquiry, the Ethics Panel is entitled to the benefit of legal counsel or other expert opinion.
210. A combination of alleged breaches of other FIBA Internal Regulations and alleged breaches of the Code of Ethics and Integrity may be heard/progressed simultaneously.
211. After appropriate inquiry and consideration of the matter, the Ethics Panel shall determine whether there is no case to answer (in which case the referral shall be dismissed) or whether there is a prima facie finding of breach/es of the Code of Ethics and Integrity, together with its recommendation/s to the Secretary General or to the Central Board, as appropriate.
212. The Ethics Panel has no direct power of sanction. The Secretary General and/or the Central Board may either deal with an adverse prima facie finding of the Ethics Panel in keeping with their respective authority or may decide to refer a matter to the FIBA Disciplinary Panel for formal hearing under FIBA's disciplinary processes. For adverse prima facie findings involving the Central Board or the Secretariat, the matter shall be referred directly by the Ethics Panel to the FIBA Disciplinary Panel for a formal hearing under FIBA's disciplinary processes.

213. Dismissal by the Ethics Panel of a referral made to it is not appealable.

INVESTIGATIONS

214. FIBA may at any time conduct any further investigation it deems necessary. For any alleged breach of the FIBA Code of Conduct, FIBA may also refer certain matters to the Integrity Officer for further investigation, in accordance with 1-204.

DISCIPLINARY PROCEDURE

215. Subject to the provisions hereunder, the competent body may issue directions with respect to the conduct of the proceedings before it. Unless provided otherwise in Book 4, the provisions hereunder shall also apply to the Anti-Doping Division of the Disciplinary Panel.

216. Except for urgent matters and Administrative Offences, a sanction may not be imposed before the Person concerned has had the opportunity to be heard and to present a case. The competent FIBA body is free to decide whether the right to be heard may be exercised solely in writing (ordinary mail, facsimile, email), or also orally. It may authorise the use of telephone or video conference. Proceedings shall be conducted in English unless otherwise decided by the competent FIBA body. All Persons who are the subject of proceedings may be assisted by a legal representative of their choice and/or a representative of the respective National Member Federation.

217. The competent FIBA body is entitled to administrative assistance from the FIBA Secretariat and to the benefit of legal counsel.

218. Facts related to Offences may be established by any reliable evidence, including without limitation admissions, official reports and records, witness testimonies, party testimonies, on-site inspections, expert opinions, television and video recordings, personal confessions, and other records and documents.

219. Facts contained in reports of FIBA Officials are presumed to be accurate. Any party may prove their inaccuracy on a balance of probabilities, in which case the burden of proof shall revert to FIBA.

220. Notice shall be made directly to the Person concerned. In the case of Officials of a National Member Federation, notice may be made by sending the notice by email or facsimile to the respective National Member Federation. In the absence of a receipt confirmation, the notice will be presumed to have been delivered twenty-four (24) hours after dispatch of the respective email from an email server used by FIBA/the competent body or the successful transmission of a facsimile.

221. Any Person may provide to FIBA information relating to a possible Disciplinary Offence by another Person. However, unless allowed by the competent FIBA body as a witness or expert, no Person other than the accused Person may participate in disciplinary proceedings under this Chapter.

222. All Persons under FIBA's jurisdiction are obliged to comply with a summons to appear as a witness. A Person failing to comply with a summons may be sanctioned in accordance with this Chapter. The competent FIBA body may take due account or even draw adverse inference (the latter only if mentioned together with the summons) from any refusal to appear at a hearing and/or provide evidence on the part of a party, a party's representative or a witness.
223. Parties shall be responsible for and bear the expenses of their representatives, experts, witnesses, legal counsel, etc.
224. The competent FIBA body shall evaluate the evidence, taking into consideration the specific conditions under which the events occurred, the previous conduct of the Person(s) concerned and generally all the circumstances in order to determine whether and to what extent a disciplinary measure is required.
225. Proceedings before FIBA in the first instance shall be free of charge, except for cases heard by the Anti-Doping Division of the Disciplinary Panel (see article 1-200). However, if the competent FIBA body decides that a hearing shall be organised under this Chapter, it may make the organisation of such hearing dependent upon one or more of the parties paying to FIBA reasonable administrative costs.
226. The competent FIBA body will issue a written decision, which shall include a summary of its findings and reasons. The decision will provide sufficient information or a reference to the provisions applicable to the appeal process, if any. Decisions on Administrative Offences may be delivered without reasons.
227. Decisions (or parts thereof) issued in accordance with this Chapter may be published on the FIBA official website and/or the official FIBA publications.
228. Members of the competent FIBA bodies and the staff of FIBA are not liable for any actions or failures to act in connection with disciplinary proceedings, except for cases of gross negligence or unlawful intent.
229. Appeals are governed by Book 1, Chapter 8 of these Internal Regulations for the Disciplinary Panel and Book 4, Article 13 for the Anti-Doping Division of the Disciplinary Panel.

SANCTIONS IMPOSED BY FIBA ZONES OR BY NATIONAL MEMBER FEDERATIONS

230. FIBA Zones or National Member Federations may impose sanctions in accordance with their own regulations.
231. Such regulations must provide for a hearing by an independent body, the Person implicated shall have the right to be heard, and a right of appeal by the Person implicated from the decision of the first body.
232. With respect to disciplinary decisions taken by FIBA Zones or National Member Federations or by organisations outside FIBA and its National Member Federations (e.g. state bodies, the IOC or other national or international sports organisations inside or outside the Olympic

movement) FIBA is to be informed and a complete file on the decision must be compiled to be available to FIBA upon request.

The Secretary General of FIBA may, upon request or ex officio:

- a. Decide that the decision be adopted for FIBA purposes, if the following requirements are cumulatively met:
 - i. the affected Person has been cited properly;
 - ii. he has been given an opportunity to be heard;
 - iii. the decision has been properly communicated;
 - iv. the decision is not in conflict with the regulations of FIBA; and
 - v. extending the sanction does not conflict with the ordre public.

In deciding whether the above-mentioned requirements are fulfilled, the Secretary General, the FIBA Appeals' Panel or the CAS shall not review the merits of the decision in question. Under exceptional circumstances the Secretary General may request the parties involved to state their position only as regards the fulfilment of the above-mentioned requirements.

- b. Where FIBA is of the view that a National Member Federation has failed to either appropriately investigate conduct that would amount to a violation of the FIBA Code of Conduct or to impose an appropriate penalty, FIBA itself may undertake its own investigation and/or take a decision for FIBA purposes in accordance with articles 1-159 to 1-188 above and/or refer the matter to the Disciplinary Panel mentioned in article 1-188.b above. FIBA may charge the National Member Federation for any costs related to any such investigation.
- c. Provisionally suspend the affected Person from participating in any capacity in national and/or international basketball activities pending a decision under this article.

If a sanction or provisional suspension is imposed by FIBA under these provisions, or a decision is adopted for FIBA purposes, all National Member Federations shall act in accordance with the decision for the purposes of their national competitions and shall take all necessary action to render such decision effective.

233. National Member Federations shall deal with alleged breaches of the Code of Ethics and Integrity within their own jurisdiction through their own processes unless the allegation of breach involves the National Member Federation itself in which case the matter will be for FIBA to consider.

CHAPTER 8: APPEALS

THE FIBA APPEALS' PANEL

234. The Appeals' Panel shall hear appeals filed by an affected party against decisions of FIBA including its organs and disciplinary bodies, unless such appeal is the competence of an Appeals' Panel of a FIBA Zone or expressly excluded in the FIBA General Statutes or Internal Regulations.
235. Challenges against decisions of referees or table officials made during or at the conclusion of games, to the extent permitted, are dealt with in accordance with the Official Basketball Rules (Appendix C, Protest Procedure) and are not subject to appeal to the FIBA Appeals' Panel.
236. The Chairman and the Deputy Chairman of the Appeals' Panel are appointed by the FIBA Central Board in accordance with the FIBA General Statutes. The Chairman (or, as provided in the General Statutes, the Deputy Chairman) shall oversee the activities of the Appeals' Panel and shall have the responsibilities assigned to him in these Internal Regulations.

PANELS, NUMBER OF JUDGES

237. Ordinary appeals that do not fall under article 1-238 below shall be heard by a single judge unless the Chairman of the Appeals' Panel decides in his sole discretion that a matter shall be ruled upon by a panel of three (3) members acting as judges (one of whom shall be the Chairman of the Appeals' Panel as per article 1-239 below). Any reference to single judge, below, shall be understood as a reference also to the president of the panel, in those cases in which a three (3) person panel is appointed.
238. Appeals against warnings, reprimands or financial penalties shall be heard in all cases by a single judge, unless the financial penalty is part of a sanction comprising financial and other aspects.

JUDGES

239. The Central Board shall appoint at least seven (7) members of the Appeals' Panel as judges for a four (4)-year period between two (2) FIBA World elective Congresses. One of them shall be appointed as the Chairman of the Appeals' Panel; one of them as the Deputy Chairman of the Appeals' Panel; and one of them as a single judge to hear appeals against warnings, reprimands or financial penalties (article 1-238 above). For each individual case, the Chairman of the Appeals' Panel shall designate, from the members of the Appeals' Panel, the single judge or, if the case is to be decided by a panel of three (3) members (article 1-237), the two (2) members who shall act as judges together with the Chairman of the Appeals' Panel (who shall, in this case, act as president of the panel).

240. In the event of resignation or other reason of inability to act as judge, such judge shall be replaced in the individual case or permanently by another judge appointed according to article 1-239 above by decision of the Chairman of the Appeals' Panel.
241. The judges shall have legal training. Persons employed by FIBA or holding a position within FIBA or one of its Zones cannot be appointed as judges.
242. In each case, the judges must be and remain throughout the proceedings impartial towards the parties and must disclose immediately to the Chairman of the Appeals' Panel any circumstance likely to affect their impartiality. The fact that a judge has the same nationality as the appealing party shall disqualify him from hearing the case in question. The Chairman of the Appeals' Panel shall be authorised to decide on any matter relating to the impartiality of a judge.

FAIR TRIAL

243. The parties have the right:
- To have their appeal heard in a hearing;
 - To be represented by legal counsel;
 - To make written submissions; and
 - To present evidence at the hearing.
244. The appealing party shall not communicate directly or take up direct contact with the members of the panel on matters relating to an appeal.

TIME LIMIT FOR APPEALS AND PAYMENT OF FEES

245. Appeals must be made in writing and must be received by FIBA within the time limit provided for in the applicable General Statutes or Internal Regulations of FIBA. In the absence of such a time limit the statement of appeal must be received by FIBA within fourteen (14) days following the day of receipt by the appealing party of the decision being appealed against. Failure to file a timely appeal in accordance with this paragraph is deemed to be a waiver of the right to appeal.

The appeal shall be accompanied by a copy of the decision appealed against.

246. The reasons for the appeal and the answer shall be filed by the deadlines fixed by the single judge unless the applicable regulations provide that they must be filed along with the statement of appeal; they must be in the French or English language.

If the reasons for appeal are not submitted within the deadline fixed by the single judge, the appeal will be deemed withdrawn.

247. Unless the single judge orders otherwise, the parties shall not be authorised to supplement their argument, nor to produce new exhibits, nor to specify further evidence on which they

intend to rely after submission of the grounds for the appeal and of the answer. In the event that the appealing party fails to sign and return a procedural order, no date for a hearing will be fixed or a hearing date already fixed will be cancelled and the time limit set forth in article 1-253 below shall be deemed waived.

- 248. The single judge shall fix a final date for the return of the signed procedural order following which the appeal will be deemed withdrawn unless the order is received by FIBA.
- 249. The single judge may make further procedural orders. In particular, the single judge may fix a deadline by which the parties must submit the names of the witnesses they wish to call to testify at the hearing.
- 250. The appeal proceedings are subject to the payment of the non-reimbursable fee set forth in article 1-362. The fee must be received by FIBA within the time limit for the appeal provided for in article 1-245.

JOINDER

- 251. If FIBA intends to cause a third party to participate in appeal proceedings (joinder) it shall so advise the single judge in writing. The latter shall immediately inform the appealing party and the party to be joined, and invite them to state their position within a time limit fixed by the single judge. Upon expiry of the time limit, the single judge shall decide whether the joinder is accepted. If the single judge so decides, the joined party shall be bound by the outcome of the proceedings even if the joined party does not actively participate in them.

HEARING, AWARD

- 252. There shall be one (1) hearing with oral arguments unless the right to have such hearing is waived by the appealing party. The hearing shall be held in the French or English language according to the decision of the single judge. Hearings shall be held at the FIBA headquarters unless decided otherwise by the single judge.

The president of the panel may decide that the hearing be held before only one judge.

- 253. In cases of ordinary appeals, hearings shall take place within four (4) weeks following receipt by FIBA of the answer, unless decided otherwise by the single judge. They can be scheduled to take place within a few days following receipt of the statement of appeal if the matter requires an immediate decision.
- 254. Appeals against warnings, reprimands or financial penalties shall be heard once every quarter by the single judge appointed according to article 1-239 above.
- 255. The award should be rendered by majority decision within four (4) weeks following the date of the oral hearing, or if no oral hearing, the date the exchange of written submissions is completed. Brief reasons must be given.

Upon decision of the president of the panel, a decision may be taken by correspondence.

256. Appeals to the Appeals' Panel shall not have suspensory effect unless ordered otherwise by the single judge.
257. The award shall have immediate effect unless ordered otherwise by the single judge. A further appeal (article 1-259 below) shall not have suspensory effect.

INTERIM MEASURES

258. The single judge may, upon motion and with or without first hearing the parties, issue such orders for interim relief as the single judge may deem necessary to safeguard the rights and interests of the parties. If the motion for interim measures is made prior to the appointment of the single judge or three (3)-member panel, the Chairman of the Appeals' Panel may decide on such motion.

FURTHER APPEAL

259. A further appeal against the decision by the Appeals' Panel can only be lodged with the Court of Arbitration for Sport in Lausanne, Switzerland, within twenty-one (21) days following notice of the reasons for the decision (see article 1-220). The Court of Arbitration for Sport shall act as an arbitration tribunal and there shall be no right to appeal to any other jurisdictional body. If so requested by FIBA, the CAS shall establish an expedited procedural calendar in order to ensure the smooth running of any directly or indirectly affected competition(s).

FEES AND COSTS

260. The appealing party(ies) must pay a non-reimbursable fee(s) (see article 1-362) along with the filing of the appeal or, at the latest, within a final date fixed by the Chairman of the Appeals' Panel. In the event that the Appeals' Panel has not received the non-reimbursable fee by the specified date, the appeal shall be automatically deemed withdrawn.
261. Upon receipt of the statement of appeal and of the non-reimbursable fee the single judge will fix, subject to later changes, the amount and the method of payment of an advance on costs of the proceedings.
262. In the event that the Appeals' Panel has not received the advance on costs by the specified date, the appeal shall be automatically deemed withdrawn.
263. The parties and the joined parties shall be responsible for the costs of their own counsel, witnesses, experts and interpreters.
264. In its decision, the panel shall determine whether and to what extent the appealing party is to be reimbursed for the costs advanced by it according to article 1-261 above, or whether and to what extent the appealing party is to pay an amount of costs in addition to the advance fixed in article 1-260.

When making its determination, the panel shall in particular take into account the outcome of the proceedings and the conduct and the financial resources of the appealing party.

REMUNERATION AND JUDGES' FEES

265. The fees to be paid to each judge are fixed by the Chairman of the Appeals' Panel based on the amount of time each judge reasonably needs to carry out his work. In principle, an hourly fee as set out in article 1-361 is taken into account. If circumstances require it, the Chairman of the Appeals' Panel may decide to fix the fees at an amount less than that which would result from the above-mentioned hourly rate.
266. Apart from the payment of his fees, each judge is entitled to request reimbursement of his travel (economy class) and staying expenses (FIBA rates) on presentation of receipts. Judges must ensure that they do not incur inordinately high costs.

CHAPTER 9: THE FIBA AWARDS

267. FIBA has created the following awards:

- a. FIBA Hall of Fame
- b. FIBA Order of Merit
- c. Radomir Shaper Prize of FIBA
- d. FIBA Silver Plate Award
- e. Dr Dirk-Reiner Martens Award

[Note – Names of recipients of the awards a. to c. are set out in Appendix 2 of this Book 1].

THE HALL OF FAME

Policy

268. The FIBA Hall of Fame was inaugurated in 2007 in Alcobendas, Spain to mark the 75th anniversary of the formation of FIBA.
269. The over-riding objective of the Hall of Fame is to reflect the history of the sport and to promote international basketball and its main protagonists.
270. The key criterion for selection for the FIBA Hall of Fame is outstanding achievement at the international level from personal effort or initiative, in a field of endeavour that contributes to the performances of players and coaches throughout the world. Particular attention is given to achievements in national team competitions.
271. Inductees into the FIBA Hall of Fame will be in two divisions:
- a. Player
 - b. Coach
272. The honour may be awarded posthumously.
273. Unless otherwise decided by FIBA, there will be no more than six (6) persons per intake, which will occur every year. At least two thirds of each intake will be from the player division. It is not necessary to make an award in each division at each intake.
274. Players must have been retired from international competition for three (3) years before being eligible for induction.
275. Given the history of the sport, a balance between the genders may not be achieved initially, but it is the longer-term intention to achieve equality between the genders.
276. Inductions into the FIBA Hall of Fame will be at a suitable international function/event that will reflect the importance of the award and inductees will be presented with a framed citation that sets out briefly his/her contribution to the sport and a crystal glass cube trophy, preferably by

the President of FIBA. The date for the ceremony shall be established no later than ten (10) months in advance and should take place on a weekend in the month of September, taking into consideration the international event calendar.

277. The Central Board will consider meeting the costs of inductees attending the induction function.
278. The names of the inductees for a new intake are confidential up to the time of the public announcement by FIBA.

Selection Process

279. National Member Federations, Zones, Central Board members, and the Screening Committee (see article 1-282) may submit nominations. A member of the Central Board is not eligible for nomination while still in office. Past nominations remain valid until the candidate is inducted or the nomination withdrawn by the person that submitted it or the candidate himself.
280. Unless otherwise announced by FIBA to the National Member Federations, nominations will be called at least twelve (12) months before the planned date of the induction function and will close ten (10) months before that date.
281. A Nominations Package consisting of a completed nomination form (available from the FIBA Secretariat) and news clippings, magazine articles, and/or other informative and factual data about the candidate will be submitted to the Screening Committee at FIBA headquarters.
282. The Secretary General shall appoint a Screening Committee consisting of himself and two other appropriate persons. Members of the Screening Committee shall not be members of the Honours Committee (see article 1-283). The Screening Committee shall carefully assess all nominations against the general criteria and submit a list of candidates (not necessarily restricted to the number who may be inducted at an intake) to the Honours Committee.
283. The Central Board shall appoint three of their members (one of whom shall be the President) to be the Honours Committee. They shall receive the list from the Screening Committee, assess the nominations, and make the final decisions regarding each intake into the FIBA Hall of Fame.

FIBA ORDER OF MERIT

Policy

284. Individuals only may receive this award.
285. Any person having distinguished himself in the field of basketball and having rendered exceptional services to sport, either through personal accomplishment or through his contribution to the development of basketball or sport in general may be awarded this Order.
286. There are two (2) categories of award:
- a. For basketball personalities (honorary members of FIBA, heads of National Member Federations or Zones, coaches, referees, players, etc.).

b. For political and media personalities.

287. A maximum of two (2) persons per year may receive this award.

288. Active members of the FIBA Central Board may not be awarded the Order of Merit.

289. In principle, the Order of Merit shall not be awarded posthumously other than in exceptional circumstances.

290. The distinction of the Order of Merit and a diploma will be presented to the recipient by the President, by a member of the Central Board designated by him or, failing this, by a person to be nominated by him, on the occasion of an official ceremony.

291. The official and compulsory protocol requires that the distinction of the Order of Merit of FIBA shall be awarded after the following lines have been spoken:

"Mr/Mrs (first name and surname), in recognition of your outstanding contributions to world basketball and your loyalty to the sporting ideal, I award you (in the name of the President of FIBA) the FIBA Order of Merit."

Selection Process

292. The FIBA President, the Secretary General, and Zone Presidents may nominate persons for the Order of Merit.

293. The final choice lies with the FIBA Central Board on the recommendation of the FIBA President and the Secretary General.

THE RADOMIR SHAPER PRIZE OF FIBA

Policy

294. Individuals only may receive the Radomir Shaper Prize.

295. Any person having distinguished himself in the field of basketball rules may be awarded this Prize.

296. Nominations and bestowals will be subject to annual quotas put forward by the Secretary General and decided on by the FIBA Central Board.

297. Active members of the FIBA Central Board may not be awarded the Radomir Shaper Prize.

298. The Radomir Shaper Prize and the diploma will be presented at an official ceremony by the President, a member of the Central Board designated by the President or, failing this, by a person nominated by the President.

299. The official and compulsory protocol requires that the distinction of the Radomir Shaper Prize of FIBA shall be awarded after the following lines have been spoken:

"Mr/Mrs (first name and surname), in recognition of your outstanding contributions to world basketball and your loyalty to the sporting ideal, and to the basketball rules in particular, I award you (in the name of the President of FIBA) the FIBA Radomir Shaper Prize."

Selection Process

300. Nominations may be put forward by any National Member Federation or FIBA Officials to the Secretary General. The final choice lies with the Central Board on the recommendation of the Secretary General.

THE FIBA SILVER PLATE AWARD

Policy

301. Individuals, National Member Federations or other organisations may receive this Award.
302. Any person or organisation having distinguished itself in the field of basketball or having rendered great services to sport nationally and/or internationally may receive this Award.
303. The distinction of the FIBA Silver Plate Award will be presented to the recipient by the Secretary General or by a person nominated by him.
304. In certain cases, the conferment of the Award will also include a diploma.

Selection Process

305. Nominations may be put forward by any National Member Federation or FIBA Officials to the Secretary General and awards will be decided upon by the Secretary General.

DR DIRK-REINER MARTENS AWARD

Policy

306. Individuals only may receive the Dr Dirk-Reiner Martens Award.
307. Any person having made a significant academic contribution in the area of basketball-related legal matters and/or the resolution of international sports disputes may be awarded this Award.
308. The Dr Dirk-Reiner Martens Award will be presented to the recipient by the Secretary General or by a person nominated by him.

Selection process

309. Nominations may be put forward by any National Member Federations or FIBA Officials to the Secretary General. The final choice lies with the Central Board on the recommendation of the FIBA Legal Commission.
310. FIBA may collaborate with academic (Universities) or judicial institutions (e.g. CAS, BAT) in the evaluation of any work, contribution or achievement nominated for the award.

CHAPTER 10: ORGANISING MEETINGS OF THE CONGRESS AND THE CENTRAL BOARD

THE CONGRESS

311. The organisers of the FIBA Basketball World Cup will cover the costs of the organisation of the FIBA Congress. They are responsible for arranging and covering the expenses of:
- a. A meeting room for three (3) days seating four hundred and fifty (450) people where the Congress will convene.
 - b. Table microphones for every second person attending the Congress. In the event that this type of equipment is not available, portable microphones should be placed in the meeting room and professional technicians should assist the attendees. Delegates should be offered audio headsets as they enter the room.
 - c. Podium microphones, fixed on stands. Cordless, hand-held microphones are not acceptable.
 - d. A meeting room seating forty-five (45) people for the meetings of the Central Board on the day preceding and on the second day following the meeting of the Congress.
 - e. Simultaneous interpretation (i.e. without relay) (equipment and interpreters) in the five (5) official languages of FIBA for the meetings of the Congress and Central Board.
 - f. An office and the necessary equipment for the Secretariat of FIBA for a period beginning at least two (2) weeks prior to the beginning of the Congress and terminating two (2) days after the end of the FIBA Basketball World Cup.
 - g. A staffed reception room close to the FIBA Congress meeting room for a period beginning at least three (3) days before the start of the FIBA Congress where the Local Organising Committee (LOC) can welcome the FIBA Congress delegates and distribute information to them.
 - h. A registration room/area close to the FIBA office for a period beginning at least one (1) week before the start of the FIBA Congress, which will be staffed by FIBA personnel and used for the registration of attending delegates.
 - i. A storage room close to the FIBA office where FIBA staff can store and prepare all the necessary material for the Congress.
 - j. Coffee breaks, lunches, and dinners unless offered by the commercial partners of FIBA.
 - k. The transportation and hotel rooms for the Central Board and the FIBA Secretariat as per the Regulations governing the FIBA Basketball World Cup.
 - l. Accommodation (bed and breakfast) for a maximum of four (4) nights, for one delegate per attending National Member Federation.
 - m. The organisers shall be responsible for ensuring the free admission of the delegates to the FIBA Basketball World Cup for providing a hospitality area with appropriate snacks and drinks for them at the venues and for providing transport from their hotels

to the Congress and World Cup venues.

The requirements for article 1-311 for the elective Congress shall apply mutatis mutandis to the organisation of a mid-term Congress.

THE CENTRAL BOARD

312. Generally, with exception in the year when the Congress meets, the Central Board meets twice a year. In the normal course of events, these meetings are held either at the FIBA headquarters or at the headquarters of one of the five (5) Zones (FIBA Africa, FIBA Americas, FIBA Asia, FIBA Oceania, and FIBA Europe).
313. Prior to the Congress there shall be a preparatory meeting and this meeting normally takes place at the FIBA headquarters at least ninety (90) days before the meeting of Congress.
314. In the year in which the Congress meets, there are two (2) additional meetings of the Central Board, one held the day before the Congress convenes, and the other on the second day after the Congress concludes. These two (2) meetings are held at the same site as the Congress.
315. Meetings of the Central Board may be held at venues other than the headquarters of FIBA or the Zones at the invitation of another body. In that event, the organisers of a meeting of the Central Board will cover the costs of the general organisation according to FIBA's requirements as set out in the following paragraphs:
 - a. Providing a conference room for fifty (50) people with simultaneous translation in four (4) languages;
 - b. Transportation of participants from and to the airport or main railway station, local transport during their stay up to the time of departure;
 - c. Providing a secretariat with telephone, fax, photocopier, computer and printer, three (3) to five (5) Internet connections and the assistance of one or more multilingual secretaries if requested;
 - d. Providing simultaneous interpreters (i.e. without relay) for up to four (4) languages as specified by the Secretariat of FIBA. The interpreters put forward must be approved by the Secretariat of FIBA;
 - e. The accommodation for a maximum of fifty (50) persons including:
 - i. Members of the Central Board with full rights;
 - ii. Individuals required to be present as stated in the General Statutes;
 - iii. Six to ten (6 - 10) members of the Secretariat of FIBA, for a period covering:
 - The duration of the meeting (number of days);
 - Plus two (2) nights hotel accommodation for members as per article 1-315 (e)(i) and (ii) from the Zone where the meeting is held;
 - Plus three (3) nights hotel accommodation for members as per article 1-315 (e)(i) and (ii) from outside the Zone where the meeting is held;

- Plus four (4) nights for the members of the Secretariat of FIBA and the Secretary General.
- f. All meals for all participants, mainly buffet-style, but including one official dinner and/or reception; and
- g. Travel expenses for the President and Secretary General as well as the FIBA staff members.
316. In the event of a session of the Central Board being held at the headquarters of one of the five Zones, the latter is responsible for the organisation and expenses of the items listed in articles 1-315.a to 1-315.e.

CHAPTER 11: NOMINATIONS AND ELECTIONS

GENERAL

317. The Congress elects the President, the Treasurer and up to thirteen (13) members of the Central Board, in accordance with the General Statutes and the provisions of these regulations.
318. The Central Board has enacted these regulations in accordance with Article 42 of the General Statutes.

NOMINATIONS

319. By no later than the one-hundred-and-twentieth (120th) day prior to the first day of the elective Congress, the Secretary General shall invite the National Member Federations (“NMFs”) to nominate candidates for the above-mentioned positions as follows:
- a. For the position of President, only NMFs from the Zone that is next in the order established by the General Statutes may nominate a candidate;
 - b. For the position of Treasurer and the thirteen (13) Central Board members, any NMF may nominate a candidate.
320. A person who has served in the Central Board at least two (2) complete terms of office may nominate himself as a candidate for one of the above-mentioned positions. This right may be exercised only once in the person’s career. All requirements of these Regulations, except for the endorsement of his NMF, apply to such candidature.
321. The invitation shall include the exact date and time until which nominations may be submitted (cf. article 1-323 below) as well as the applicable eligibility criteria (cf. articles 1-326 to 1-330 below). The invitation shall also be published on FIBA’s official website.
322. The Secretary General may issue a template nomination form that can be used by NMFs. In any event, the nomination shall contain at least the following information:
- a. The name of the NMF nominating the candidate;
 - b. The signature of the NMF’s president or secretary general;
 - c. The name of the candidate;
 - d. The position for which the candidate is nominated;
 - e. A signed declaration by the NMF and the candidate confirming that all the eligibility criteria of the General Statutes and Internal Regulations of FIBA are met by the candidate and that the candidate will at all times comply with these documents, and in particular the FIBA Code of Ethics and Integrity.

The nomination must be accompanied with a signed Curriculum Vitae of the candidate in English or French language, not exceeding one (1) A4-sized page. It shall contain a summary

of the candidate's professional skills/background (including formal qualifications) and basketball-related activities, with emphasis on the criteria set out in article 1-335.a below.

323. Nominations received by FIBA after midnight, Swiss time, of the ninetieth (90th) day prior to the first day of the elective Congress, shall be inadmissible.
324. A NMF may nominate one (1) candidate for President, one (1) candidate for Treasurer and one (1) candidate for Central Board membership. An individual may only be nominated for one (1) position.
325. The Secretary General shall forward all nominations received to the Nominations Panel.

ELIGIBILITY

326. Prior to submitting a nomination, each NMF shall ensure that its nomination meets the requirements set out in these regulations.
327. Candidates for the position of President, Treasurer or Central Board member elected by Congress:
 - a. Shall hold the nationality or have resided for a continuous period of eight (8) years in the territory of the NMF that nominated them;
 - b. Shall never have been condemned by a final decision of a state court or professional association body for any criminal or otherwise improper activities, either within or outside basketball;
 - c. Shall never have been sanctioned for a serious disciplinary offence by a final decision of FIBA or the IOC; and
 - d. Shall never have initiated legal proceedings or given instructions to initiate legal proceedings before state courts against FIBA or any of its divisions.
328. In addition, candidates for the position of President:
 - a. Shall come from a NMF of the Zone that is next in the order established by the General Statutes;
 - b. Shall come from a NMF that has organized at least one (1) FIBA or Zone competition in the eight (8) years prior to the elective Congress; and
 - c. Shall have served at least one (1) complete term of office in the FIBA Central Board directly preceding the elective Congress and/or at least two (2) complete consecutive terms of office in a Zone Board directly preceding the elective Congress.
329. In addition, candidates for the position of Treasurer:
 - a. Shall have served in the Central Board, in a Zone Board or in a FIBA Commission, in each case in the complete term of office directly preceding the elective Congress;

- b. Shall have solid experience in financial matters and/or in the management of the affairs of a NMF. Experience in the management of a corporate entity shall also be accepted; and
- c. Shall not have the same nationality as the President and the Secretary General, in the event that both have the same nationality (Article 15.1.8 General Statutes).

330. In addition, candidates for the position of Central Board members to be elected by Congress:

- a. Shall not have the same nationality as the President of the Zone (Article 15.1.8 General Statutes);
- b. Shall not have the same nationality as the President, the Secretary General or the Treasurer, in the event that two of these three persons have the same nationality (Article 15.1.8 General Statutes); and
- c. Shall have served at least two (2) complete terms of office in the highest board of the NMF that nominated them or one (1) complete term of office in the Zone Board in the term directly preceding the elective Congress.

NOMINATIONS PANEL

331. The Congress appoints the members of the Nominations Panel as provided for in the General Statutes. It shall also appoint alternate members.

332. The outgoing President is chairing meetings of the Nominations Panel. A quorum of three (3) members is required for a meeting of the Nominations Panel. Each member has a right to vote. In the event of a tied vote, the outgoing President of FIBA has the casting vote.

333. Members of the Nominations Panel may not be nominated as candidates for election to the positions of President, Treasurer and Central Board member.

334. The Nominations Panel shall

- a. review all the nominations for the position of President, Treasurer and up to thirteen (13) members of the Central Board and decide whether they meet the requirements set out in the General Statutes and Internal Regulations. Such requirements shall be met at the time of the meeting of the Nominations Panel unless otherwise provided herein. The Nominations Panel may fix a time limit within which a NMF and/or a candidate shall submit clarifications or additional documentation, failing which the nomination will be rejected. When rejecting a nomination, the Nominations Panel shall state brief reasons;
- b. evaluate all eligible candidates and make a recommendation to the Congress for the up to thirteen (13) members of the Central Board, based on the criteria set out in article 1-335.

335. In order to recommend candidates to the Congress, the Nominations Panel

- a. shall have regard to the vision, skill and expertise that a candidate can bring to FIBA, by evaluating in particular the following personal attributes:

- i. Previous experience in boards (either corporate or not-for-profit organizations), management, governance, and strategic planning;
 - ii. Knowledge, experience, and understanding of basketball at national and/or Zone level;
 - iii. Strategic management experience in business, banking, government, business consultancy, or not-for-profit organizations;
 - iv. Legal qualifications;
 - v. Accounting qualifications;
 - vi. Marketing and/or sponsorship experience;
 - vii. Experience in communicating and negotiating across all levels of a basketball organisation;
 - viii. Playing/technical basketball experience;
 - ix. Good command of foreign languages, especially English or French or Spanish; and
 - x. Competent knowledge of operation of computer communications.
- b. shall attempt to bring the right balance among candidates
 - i. from NMFs with different levels of basketball achievements, considering always the Central Board's pivotal role in the management of the highest governing body in international basketball;
 - ii. from different age groups; and
 - iii. from different geographical areas within the Zones.
 - c. shall seek the opinion of the Regional Offices' Executive Directors and Zones' Presidents for the candidates; and
 - d. may ask a NMF and/or a candidate to provide additional information regarding the latter's activities either within or outside basketball; the Nominations Panel may also invite a candidate for an interview.

336. The Secretary General shall inform all NMFs about the decisions and recommendations of the Nominations Panel by no later than the forty-fifth (45th) day prior to the first day of the elective Congress.

337. All candidates shall comply at all times with the provisions of the FIBA Code of Ethics and Integrity, in particular article 1-145, regarding the promotion of their candidature.

338. When calculating time limits for the purposes of this Chapter, the reference date (e.g. the first day of the elective Congress) shall not be taken into account.

339. Decisions of the Nominations Panel can be appealed only before the Court of Arbitration for Sport as provided for in the General Statutes.

SPECIAL PROVISIONS FOR ELECTION OF ZONE PRESIDENTS

340. The eligibility criteria set out in article 1-327 and 1-329.a above apply also to candidates for the position of Zone President. Upon a proposal by a Zone Board, the FIBA Central Board may add further mandatory eligibility criteria valid for that particular Zone. The eligibility criteria, including also that set out in article 1-330.b above apply also for the Zone President's

membership to the FIBA Central Board, the latter of which is examined by the Nominations Panel during the FIBA Congress.

341. By no later than two (2) months prior to the day of the election of the Zone President, the Zone shall forward to the Nominations Panel all nominations received for the position of Zone President.
342. The Nominations Panel shall exercise its powers set out in article 1-334.a above with respect to nominations for the position of Zone President.
343. The Secretary General shall inform the Zone and the NMFs assigned to that Zone about the decisions of the Nominations Panel at least forty-five (45) days prior to the day of election of the Zone President.

ELECTIONS

344. The election process will start with the outgoing President informing the Congress of the names of the five (5) Zone Presidents and of the Secretary General, who shall be ex officio members of the Central Board. The Congress shall proceed with the election of the President, the Treasurer and up to thirteen (13) members of the Central Board.
345. The candidates will be announced to the NMFs in advance of the election together with the list of up to thirteen (13) candidates recommended by the Nominations Panel for election to the Central Board as well as the person recommended by the Secretary General for election to the position of Treasurer.
346. Each NMF has the right to one (1) vote, which is granted to the first delegate if both are present.
347. Voting is not mandatory.
348. Elections shall be held by secret ballot unless there is only one (1) candidate for a position; in the latter case, the general voting process (show of hands) shall apply.
349. The Central Board may decide to use at the Congress a system of electronic voting by the NMFs present in the Congress. The system shall be certified by an independent company and shall securely and immediately tally the votes, ensuring secrecy of the voting, where required by the General Statutes.
350. In the event that a paper ballot is used, the following shall apply:
 - a. Upon proposal by the President and the Secretary General, an appropriate number of scrutineers is appointed by the Congress at the beginning of the first meeting or during the course of the sessions. The scrutineers may not be candidates at the elective Congress for any other office;
 - b. The scrutineers shall distribute to the delegates of NMFs a ballot listing the recommended candidates followed by the complete list of candidates in alphabetical order and, where required under articles 1-355 to 1-358 below, grouped by continent/by gender;

- c. The President notifies the Congress of the number of ballots distributed. The election is valid if the number of ballots collected is equal or lower than the number of those distributed. If the number of ballots collected is greater than that of the ballots distributed, the election is deemed invalid and shall be repeated;
 - d. In order to vote for the candidate(s) of their choice, NMF delegates shall mark an “X” in the box beside the candidate’s name;
 - e. The scrutineers shall have the duty to control the validity of the ballots and their counting. The President shall receive and announce the final result to the Congress;
 - f. The results of the election shall be recorded in writing by the scrutineers in an election protocol, which shall be signed by the scrutineers and confirmed by the President; and
 - g. Scrutineers shall have custody of the ballots. After the ballots have been counted and the results of the election have been notified to the Congress, the scrutineers shall immediately put aside the ballots so that they cannot be used again for the next vote(s). At the end of all election procedures, ballots must be delivered in a locked container to a member of the FIBA Secretariat appointed by the Secretary General. Ballots must be kept at the FIBA headquarters for a period of at least ninety (90) days after the election in one or more locked containers.
351. The Congress first proceeds to elect the President. The candidate who receives the highest number of votes cast is elected.
352. The Congress then proceeds to elect the Treasurer, in accordance with article 15.3.2.d of the General Statutes.
353. The Nominations Panel shall then verify whether the result of the elections to the positions of President and Treasurer affects the eligibility of any Zone President to become member of the Central Board, due to the nationality restrictions set out in article 1-330.b above. If a Zone President is ineligible to become member of the Central Board, the next eligible person in the hierarchy of the same Zone as per the Zone Regulations shall become ex officio member of the Central Board. The President shall inform the Congress of the five (5) Zone Presidents, or substitute(s), who become ex officio members of the Central Board.
354. The Congress continues with the election of up to thirteen (13) members of the Central Board, in the following order: Africa, Americas, Asia, Europe, Oceania. Prior to the start of such election, the Nominations Panel shall verify whether the membership of Zone Presidents, or their substitute(s), to the Central Board affects the eligibility of a candidate to be elected member to the Central Board, due to the nationality restrictions set out in Article 15.1.8 of the General Statutes.
355. The election of Central Board members from Africa shall be as follows:
- a. The Congress shall elect one (1) member from among eligible candidates of one gender. Each NMF can vote up to one (1) candidate of its choice. The candidate who receives the highest number of votes cast is elected;
 - b. If the NMFs from the Zone have nominated eligible candidates of both genders, the Congress shall proceed with electing one (1) member from among eligible candidates

of the other gender. Each NMF can vote up to one (1) candidate of its choice. The candidate who receives the highest number of votes cast is elected; and

- c. If the NMFs from the Zone have nominated eligible candidates of only one gender, paragraph (b) of this article shall not apply.

356. The election of Central Board members from Africa applies mutatis mutandis to the election of Central Board members from Asia and Oceania.

357. The election of Central Board members from the Americas shall be as follows:

- a. If the NMFs from FIBA Americas have nominated eligible candidates of both genders, the Congress shall elect three (3) members from a list that includes the candidates recommended by the Nominations Panel first followed by all other eligible candidates in alphabetical order regardless of their gender. Each NMF can vote up to three (3) candidates of its choice regardless of their gender. The three (3) candidates who receive most votes cast are elected. If all three (3) candidates are of the same gender, the two (2) who received most votes cast are elected together with one (1) candidate of the other gender who received the next highest number of votes cast; and
- b. If the NMFs from FIBA Americas have nominated eligible candidates of only one gender, the Congress shall elect two (2) members from the Americas. Each NMF can vote up to two (2) candidates of its choice. The two (2) candidates who receive most votes cast are elected.

358. The election of Central Board members from Europe shall be as follows:

- a. If the NMFs from FIBA Europe have nominated eligible candidates of both genders, the Congress shall elect four (4) members from a list that includes the candidates recommended by the Nominations Panel first followed by all other eligible candidates in alphabetical order regardless of their gender. Each NMF can vote up to four (4) candidates of its choice regardless of their gender. The four (4) candidates who receive most votes cast are elected. If all four (4) candidates are of the same gender, the three (3) who received most votes are elected together with one (1) candidate of the other gender who received the next highest number of votes cast; and
- b. If the NMFs from FIBA Europe have nominated eligible candidates of only one gender, the Congress shall elect three (3) members from Europe. Each NMF can vote up to three (3) candidates of its choice. The three (3) candidates who receive most votes cast are elected.

359. If the position(s) cannot be filled as per the above provisions because two or more candidates received the same number of votes, the Congress will take a separate vote between these candidates. The candidate with the highest number of votes will be elected. This procedure may be applied more than once if the tie persists. The President may not exercise his right to a vote in order to break a tie in the elections.

CHAPTER 12: ALLOWANCES AND FINES

[Notes on Chapter 12:

i. Terms of payment

In accordance with applicable tax regulations, invoices may be subject to taxation. Any payments will be made after deduction of taxes.

Fees and dues, fines, rights, participation fees or any other amounts invoiced must be paid to FIBA in full, i.e. without any deductions (bank charges, etc.) and are due on receipt of invoice. Payment in FIBA's favour must be made to the following bank account:

Beneficiary: FIBA

Bank: UBS S.A.

Address: Place St-François, 1002 Lausanne, Switzerland

Account no.:

for CHF: 243-384509.01M; IBAN CH970024324338450901M

for USD: 243-384 509.60L; IBAN CH980024324338450960L

for EUR: 243-384509.61R; IBAN CH490024324338450961R

Bank code: 243

Swift code: UBSWCHZH80A

ii. Currency of Reference

In general (in terms of Article 34.7 of the General Statutes), the Swiss Franc is the currency of reference for all financial transactions carried out with FIBA.]

360. Fines payable to FIBA listed in Book 1:

Article number	Item	Amount
1-169.c	Breach of Code of Ethics and Integrity: Individual	Up to CHF 100,000
1-168.c	Breach of Code of Ethics and Integrity: Organisation	Up to CHF 300,000

361. Allowances/Fees listed in Book 1:

Article number	Item	Amount
1-265	Base hourly allowance/fee for judges of the FIBA Appeals' Panel	CHF 215

362. Fees and dues payable to FIBA listed in Book 1:

Article number	Item	Amount
1-16	Fee for new National Member Federation joining FIBA	CHF 150
1-16	Annual membership fee for National Member Federation	CHF 15
1-17	Annual progressive fee for Category "A" National Member Federations	CHF 5,000
1-17	Annual progressive fees for Category "B" National Member Federations	CHF 3,000
1-17	Annual progressive fees for Category "C" National Member Federations	CHF 1,000
1-17	Annual progressive fees for Category "D" National Member Federations	CHF 500
1-250 and 1-260	Non-reimbursable fee payable for an appeal lodged with the FIBA Appeals' Panel	CHF 2,000



APPENDIX 1: LOGOS



FIBA Logos



Black: CMYK: C40 K100;

Pantone: 426

APPENDIX 2: FIBA AWARD RECIPIENTS

THE HALL OF FAME

Inductees 2007

Inductees Posthumous March 2007

Founders

Dr James NAISMITH (CAN and USA – invented basketball in 1891)
Léon BOUFFARD (SUI – Founding member and FIBA President 1932 – 1948)
Dr R. William JONES (GBR – FIBA Secretary General 1932 – 1976)
Attilio PONISIO (ARG – Founding member)
Simeon MAVROSKOUFIS (GRE – Founding member)
Count Giorgio ASINARI DI SAN MARZANO (ITA – Founding member)
Joseph SHADEIKO (LAT – Founding member)
Henry BRANDT (POR – Founding member)
D.D. TEICA (ROM – Founding member)
Léon BOUFFARD (SUI – Founding member)
Ladislav KAPUCIAN (Czechoslovakia – Founding member)

Players male

Kresimir COSIC (CRO)
Teofilo CRUZ (PUR)
Radivoj KORAC (SRB)
Drazen PETROVIC (CRO)
Alexander BELOV (RUS)
Fernando MARTÍN (ESP)

Players female

Liliana RONCHETTI (ITA)

Coaches

Antonio DÍAZ-MIGUEL (ESP)
Alexander GOMELSKY (RUS)
Henry "Hank" IBA (USA)
Vladimir KONDRASHIN (RUS)
Aleksandar NIKOLIC (SRB)
Giancarlo PRIMO (ITA)

Referees

Obrad BELOSEVIC (SRB)
Gualtiero FOLLATI (ITA)
Vladimir KOSTIN (RUS)
Zigmund "Red" MIHALIK (USA)
Pietro REVERBERI (ITA)
Renato RIGHETTO (BRA)

Contributors

Eduardo AIRALDI RIVAROLA (PER)
Abdel Azim ASHRY (EGY)
Turgut ATAKOL (TUR)
Robert BUSNEL (FRA)
Dionisio CALVO (PHI)
José Claudio DOS REIS (BRA)
Antonio dos REIS CARNEIRO (BRA)
Yoon DUK-JOO (KOR)
Willard N. GREIM (USA)
Ferenc HEPP (HUN)
Marian KOZŁOWSKI (POL)
Anselmo LÓPEZ (ESP)
Abdel Moneim WAHBY (EGY)
August PITZL (AUT)
Nebojsa POPOVIC (SRB)
Ivan RAPOSO (BRA)
Raimundo SAPORTA (ESP)
Decio SCURI (ITA)
Vladimir SEMASHKO (RUS)
Radomir SHAPER (SRB)
Edward S. STEITZ (USA)

Inductees September 2007

Players male

Serguei BELOV (RUS)
Drazen DALIPAGIC (SRB)
Ivo DANEU (SLO)
Oscar Alberto FURLONG (ARG)
Nikolaos GALIS (GRE)
Hortencia MARCARI (BRA)
Pierluigi MARZORATI (ITA)
Amaury PASOS (BRA)
Emiliano RODRIGUEZ (ESP)
Bill RUSSEL (USA)

Players female

Ann MEYERS (USA)
Uliana SEMEONOVA (LAT)

Coaches

Toto Renan KANELA SOARES (BRA)
Dean SMITH (USA)
Ranko ZERAVICA (SRB)
Lydia ALEXEIEVA (RUS)

Technical Officials

Marion HOPENHAYM (URU)
Erwin KASSAI (HUN)
Allen RAE (CAN)

Contributor

Borislav STANKOVIC (SRB)

Inductees 2009

Players male

Ricardo GONZÁLEZ (ARG)

Oscar ROBERTSON (USA)

Players female

Jacky CHAZALON (FRA)

Coaches

Pedro FERRÁNDIZ (ESP)

Technical Officials

Artenik ARABADJIAN (BUL)

Contributor

AI RAMSAY (AUS)

Players male posthumous

Ubiratan PEREIRA (BRA)

Coaches posthumous

Pete NEWELL (USA)

Kay YOW (USA)

Technical Official posthumous

Marcel PFEUTI (SUI)

Contributor posthumous

Luis MARTÍN (ARG)

Inductees 2010

Players male

Vlade DIVAC (SRB)

Dragan KICANOVIC (SRB)

Dino MENEGHIN (ITA)

Arvydas SABONIS (LTU)

Oscar SCHMIDT (BRA)

Players female

Cheryl MILLER (USA)

Natalia ZASSOULSKAYA (RUS)

Coaches

Lindsay GAZE (AUS)
Evgeny GOMELSYI (RUS)
Mirko NOVOSEL (CRO)

Technical Officials

Jim BAIN (USA)
Konstantinos DIMOU (GRE)

Contributors

George KILLIAN (USA)
Hans Joachim OTTO (GER)
Ernesto SEGURA DE LUNA (ESP) (posthumously)
Abdoulaye SEYE MOREAU (SEN)
AI RAMSAY (AUS)

Inductees 2013

Players male

Jean-Jacques CONCEICAO (ANG)
Andrew GAZE (AUS)
David ROBINSON (USA)
Zoran SLAVNIC (SRB)

Players female

Teresa EDWARDS (USA)
Paula GONCALVES (BRA)

Coaches

Pat SUMMITT (USA)

Coaches Posthumous

Jack DONOHUE (CAN)
Cesare RUBINI (ITA)

Technical Officials

Valentin LAZAROV (BUL)
Costas RIGAS (GRE)

Contributors

Aldo VITALE (ITA)

Inductees 2015

Players male

Ruperto HERRERA TABÍO (CUB)
Michael JORDAN (USA)
Sarunas MARCIULIONIS (LTU)

Antoine RIGAudeau (FRA)
Vladimir TKACHENKO (RUS)

Players female

Ann DONOVAN (USA)

Coaches

Jan STIRLING (AUS)

Technical Officials

Robert BLANCHARD (FRA)

Contributors

Noah KLIEGER (ISR)

Inductees 2016

Players male

Panagiotis FASOULAS (GRE)
Hakeem OLAJUWON (USA/NGR)
Manuel RAGA (MEX)
Juan Antonio SAN EPIFANIO (ESP)

Players female

Michele TIMMS (AUS)

Coaches

Jorge CANAVESI (ARG)

Contributors

David J. STERN (USA)
Juan Antonio SAMARANCH (ESP) (posthumously)

Inductees 2017

Players male

Mickey BERKOWITZ (ISR)
Pero CAMERON (NZL)
Toni KUKOC (CRO)
Shaquille O'NEAL (USA)
Valdis VALTERS (LAT)

Players female

Razija MUJANOVIĆ (BIH)

Coaches

Dušan IVKOVIĆ (SRB)

Special category

The DREAM TEAM (USA)

Inductees 2019

Players

Janeth ARCAIN (BRA)
Margo DYDEK (POL) (posthumously)
Atanas GOLOMEEV (BUL)
Alonzo MOURNING (USA)
Fabricio OBERTO (ARG)
Jose "Piculin" ORTIZ (PUR)
Mohsen MEDHAT WARDA (EGY)
Jiri ZIDEK (CZE)

Coaches

Natalia HEJKOVA (SLO)
Bogdan TANJEVIC (MNE)
Mou ZUOYUN (CHN) (posthumously)

Inductees 2020

Players

Mieczysław LOPATKA (POL)
Steve NASH (CAN)
Modestas PAULAUSKAS (LTU)
Kenichi SAKO (JPN)
Alexander VOLKOV (UKR)
Jure ZDOVC (SLO)
Isabelle FIJALKOWSKI (FRA)
Agnes NEMETH (HUN)
Shin-Ja PARK (KOR)

Coaches

Ruben MAGNANO (ARG)
Svetislav PESIC (SRB)
Tara VANDERVEER (USA)

Inductees 2021

Players

Mathieu FAYE (SEN)
Stanislav KROPILAK (SVK)
Oscar MOGLIA (URU) (posthumously)
Detlef SCHREMPF (GER)
Sergey TARAKANOV (RUS)
Panagiotis GIANNAKIS (GRE)
Hana HORAKOVA (CZE)
Penka STOYANOVA (BUL) (posthumously)
Zheng HAIXIA (CHN)

Coaches

Chuck DALY (USA) (posthumously)
Ettore MESSINA (ITA)
Tom MAHER (AUS)

Inductees 2022

Players

Lisa LESLIE (USA)
Robyn MAHER (AUS)
Catarina POLLINI (IT)
Mame Maty MBENGUE (SEN)
Jurgita STREIMIKYTE-VIRBICKIENE (LTU)

Coaches

Geno AURIEMMA (USA)
Antonio Carlos BARBOSA (BRA)
Milan “Ciga” VASOJEVIC (SRB) (posthumously)
Maria Planas (ESP)

Inductees 2023

Players

Sony HENDRAWAN (INA)
Carlos “Caloy” M. LOYZAGA (PHI) (posthumously)
Wlamir MARQUES (BRA)
Katrina MCCLAIN (USA)

Yao MING (CHN)
Yuko OGA (JPN)
Zurab SAKANDELIDZE (GEO) (posthumously)
Penny TAYLOR (AUS)
Amaya VALDEMORO (ESP)
Angelo VICTORIANO (ANG)

Coaches

Alessandro “Sandro” GAMBA (ITA)
Valérie GARNIER (FRA)

THE ORDER OF MERIT

The FIBA Order of Merit has been awarded to:

July 1994, Toronto, CAN

Dr. H. C. R. William Jones, ENG
Kreshimir Cosic, CRO

Clifford Fagan, USA
Ursula Frank, GER
Norman Gloag, CAN
Moctar Guene, SEN
Erwin Kassai, HUN
Anselmo H. E. López, ESP
Luis A. Martin, ARG
Hans-Joachim Otto, GER
Gonzalo G. Puyat II, PHI
Bozhidar Takev, BUL
Marciel Ubiratan, BRA
Yoshimi Ueda, JPN
Enrico Vinci, ITA
William Wall, USA

April 1995, Lausanne, SUI

Sergei Belov, RUS
Robert Blanchard, FRA
Aleksander Nikolic, YUG
Alberto Rosello, URU
Duk-Joo Yoon, KOR

April 1996, Munich, GER

Marian Kozlowski, POL

March 1997, Rio de Janeiro, BRA

Abdel Azim Ashry, EGY
Antonio Lisanti, URU
Marcel Pfeuti, SUI
August Pitzl, AUT
Nebojsa Popovic, YUG

Allen Rae, CAN
Emiliano Rodríguez, ESP
Raimundo Saporta, ESP
Federico Slinger, URU

April 1998, Munich, GER
Zacharias Alexandrou, GRE
Prof. Walther Tröger, GER
Aldo Vitale, ITA

May 1999, Barcelona, ESP
Abdou Diouf, SEN
Ruperto Herrera Tabio, CUB
Vladimir Kondrashin, RUS
Mauricio Martelino, PHI
Radomir Shaper, YUG

May 2000, Munich, GER
Chang-Lu Zhang, CHN

November 2000, Munich, GER
Lorraine Landon, AUS
Pedro Ferrándiz, ESP
George E. Killian, USA
Fumiya Tamiaki, JPN
Jean-Marie Weber, SUI

April 2001, Geneva, SUI
Giancarlo Primo, ITA

June 2002, Geneva, SUI
Eugenio Korwin, ITA
Miloslav Kriz, CZE

November 2002, Geneva, SUI
Kenneth Charles, ENG
Keith Mitchell, ENG
Alistair Ramsay, AUS
Cesare Rubini, ITA
Ernesto Segura de Luna, ESP
Abdoulaye Seye Moreau, SEN

November 2003, Alcobendas, ESP
Geneviève Hartmann, FRA

May 2005, Nyon, SUI
Zine El Abidine Ben Ali, TUN
Alexander Boshkov, BUL

August 2006, Tokyo, JPN
Mario Hopenhaym, URU
Jacques Huguet, FRA

September 2010, Istanbul, TUR

Mario Arceri, ITA
Robert Busnel, FRA
Carl Men Ky Ching, HKG
Alain Ekra, CIV
Noah Klieger, ISR
Ken Madsen, AUS
Jenaro "Tuto" Marchand, PUR
Reiner Martens, GER
Gian-Luigi Porelli, ITA
Ruben Rabano, ARG
Airaldi Rivarola, PER
Abdel Moneim Wahby, EGY

August 2023, Manila, PHI

Manuel V Pangilinan, PHI

THE RADOMIR SHAPER AWARD

The Radomir Shaper Award has been awarded to:

November 2000, Munich, GER

Edward Steitz, USA
Luis A. Martin, ARG
Valentin Lazarov, BUL

November 2003, Alcobendas, ESP

Bernard Lejade, ESP

September 2010, Istanbul, TUR

Lindsay Gaze, AUS
Fred Horgan, CAN
Lubomir Kotleba, SVK
Boujemaa Larguet Jdaini, MAR
John Martin, AUS
Valdu Suurkask, EST

APPENDIX 3: DATA PROCESSING POLICY

1 Introduction – Scope – Terms

1.1. This Data Processing Policy (DPP) specifies the rights and duties of FIBA and National Member Federations in relation to the Processing of FIBA's Data.

1.2. This DPP shall apply to all activities involving the Processing of FIBA's Data by employees of National Member Federations or by Sub-processors appointed or approved by FIBA.

1.3. Terms used in this DPP shall be construed in accordance with the definitions set forth in the Swiss Federal Act on Data Protection (FADP) and the General Data Protection Regulation of the European Union (GDPR). The FADP terms "Controller of the Data File" and "Data Processing by Third Parties" shall be replaced in this DPP by the terms "Controller" and "Processor" as defined below.

1.4. Definitions:

- a. **"Controller"** means the entity that determines the purposes and means of the Processing of Personal Data within the meaning of Data Protection Laws and Regulations.
- b. **"Data Protection Laws and Regulations"** means all laws and regulations, including without limitation laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Regulations.
- c. **"Data Subject"** means any Person whose Personal Data is being collected, held or processed.
- d. **"Data Subject rights"** are right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making, each such request being a data subject request.
- e. **"FIBA's Data"** means the Personal Data controlled by FIBA within the framework of its activities, as detailed in Schedule 1, whether processed by the National Member Federation as per the present DPP or not.
- f. **"FADP"** means the Federal Act on Data Protection of the Swiss Confederation of 19 June 1992.
- g. **"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- h. **"Person"** means any legal entity or natural person.
- i. **"Personal Data"** means any information relating to (i) an identified or identifiable natural person, and (ii) an identified or identifiable legal entity, where such information

related to a legal entity is protected under applicable Data Protection Laws and Regulations.

- j. **“Processing”** means any operation or set of operations that is performed upon FIBA’s Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- k. **“Processor”** means the entity that Processes Personal Data on behalf of the Controller within the meaning of Data Protection Laws and Regulations.
- l. **“Regulations”** means the FIBA General Statutes, Internal Regulations and other rules and regulations, and decisions of FIBA.
- m. **“Sub-Processor”** means any Processor engaged by the National Member Federation.
- n. **“Supervisory Authority”** means an independent public authority that is established by an EU Member State pursuant to the GDPR.

2 Details of the processing

- 2.1. Objective: National Member Federations shall observe the Regulations and ensure that their members and their various bodies (including leagues and clubs) also comply with them. In order to observe and comply with the Regulations, National Member Federations need to Process FIBA’s Data.
- 2.2. This DPP outlines duties and rights of National Member Federations concerning the Processing of FIBA’s Data.
- 2.3. Any Processing of FIBA’s Data by National Member Federations shall be in accordance with the Regulations and instructions of FIBA.
- 2.4. Duration: The Processing of FIBA’s Data shall occur for an indefinite period, so long as the relevant National Member Federation remains a member of FIBA.

3 Subject-matter of the processing

- 3.1. Type and purpose of Processing: The subject matter of Processing of FIBA’s Data by National Member Federations is limited to what it necessary to observe and comply with the Regulations and further instructions by FIBA.
- 3.2. Type of FIBA’s Data: The types of FIBA’s Data that may be Processed by National Member Federations are listed in Schedule 1.
- 3.3. Categories of Data Subjects: The categories of Data Subjects within the scope of this DPP are listed in Schedule 1.

4 Duties of National Member Federations

- 4.1. National Member Federations shall process FIBA’s Data exclusively as stated in the Regulations or as instructed by FIBA, subject to any stricter data protection standards

imposed by any applicable law. In case of such stricter standards, the relevant National Member Federation shall notify FIBA of any additional obligations prior to Processing FIBA's Data, unless it is prohibited from making such notification by the relevant applicable law.

- 4.2. National Member Federations shall refrain from using FIBA's Data for any other purposes than those referred to in section 4.1 above. In particular, National Member Federations shall not use FIBA's Data for their own purposes.
- 4.3. National Member Federations shall make themselves aware of all applicable requirements of Data Protection Laws and Regulations. They shall comply with the principles of Processing set forth in the applicable Data Protection Laws and Regulations.
- 4.4. National Member Federations shall perform their Processing activities in the strictest confidence. They shall not make use of any Sup-Processors without the prior written approval by FIBA.
- 4.5. National Member Federations shall ensure that any Person with access to FIBA's Data must undertake in writing to uphold the confidentiality of this Data.
- 4.6. National Member Federations shall ensure that any person involved in Processing of FIBA's Data have been familiarised with the relevant data protection requirements and with this DPP prior to the start of Processing. National Member Federations shall conduct training and awareness-raising measures at reasonable regular intervals. National Member Federations shall ensure on an ongoing basis that the persons involved in Processing of FIBA's Data receive appropriate guidance and monitoring in relation to complying with applicable Data Protection Laws and Regulations and this DPP.
- 4.7. National Member Federations shall maintain its records of their Processing activities in relation to FIBA's Data and their data protection impact assessments. National Member Federations shall provide any such records to FIBA immediately upon request.
- 4.8. In the event FIBA is subject to an audit by a Supervisory Authority or by any other body or in the event that a Data Subject exercise its rights against FIBA, the relevant National Member Federation shall provide FIBA with any necessary support insofar as the matter relates to this DPP and/or any Processing of FIBA's Data by such National Member Federation.
- 4.9. National Member Federations shall only provide information to third parties or to Data Subjects with the prior written approval of FIBA (for the avoidance of doubt, in this DPP, any reference to written form includes communication by email or fax). It shall forward to FIBA any such requests that are made directly to the National Member Federation.
- 4.10. Data Processing may take place worldwide. Any transfer of Data outside of Switzerland or the EEA may only take place in accordance with the conditions set forth in the **Data Protection Laws and Regulations** and Regulations and the provisions of this DPP.

5 Technical and organisational measures (TOMs)

- 5.1. National Member Federations shall implement the data security measures described in Schedule 2, which define the minimum obligations of a National Member Federation in respect of data security related to FIBA's Data.
- 5.2. National Member Federations shall promptly inform FIBA to the extent the security measures adopted do not or no longer meet the minimum obligations described in Schedule 2.
- 5.3. National Member Federations shall ensure that any FIBA's Data processed under this DPP shall be kept strictly separate from other databases.
- 5.4. No copies or reproductions of FIBA's Data processed under this DPP shall be made without FIBA's knowledge. This shall not apply to temporary back-up copies that are technically necessary.
- 5.5. Dedicated data carriers that originate from FIBA and are used by a National Member Federation on behalf of FIBA shall be specifically marked and shall be managed on an ongoing basis. They shall be stored appropriately at all times and may not be made accessible to unauthorised persons.
- 5.6. National Member Federations shall regularly provide, upon request by FIBA, proof of the fulfilment of its obligations under this section 5, in particular the complete implementation of the required technical and organisational measures and their effectiveness.

6 Rules concerning rectification and erasure of data

National Member Federations shall rectify or erase FIBA's Data processed under this DPP only in accordance with terms of this DPP or instructions of FIBA.

7 Rights and duties of FIBA

- 7.1. FIBA is responsible for assessing whether the Processing of FIBA's Data is permitted and for upholding the rights of Data Subjects pursuant to the applicable Data Protection Laws and Regulations.
- 7.2. FIBA may issue written instructions to the National Member Federation on the Processing of FIBA's Data. In case of urgency, the instructions may be issued orally, but FIBA shall subsequently confirm such oral instructions in writing.
- 7.3. FIBA shall inform a National Member Federation should FIBA discover any irregularities when examining the Processing of FIBA's Data undertaken by such National Member Federation.
- 7.4. FIBA shall be entitled to conduct, or have a third party conduct on its behalf, reasonable onsite audits to assess compliance by National Member Federations with Data Protection Laws and Regulations and with the terms of this DPP. National Member Federations shall provide the personnel charged with carrying out the audit with access and review rights as necessary. National Member Federations shall provide all necessary information, demonstrate processes and provide any evidence required for the purposes of carrying out the audit.

7.5. Any audits pursuant to section 7.4 above shall be carried out in a manner that avoids any unnecessary disruption to the business operations of the relevant National Member Federation. The audits shall be conducted with reasonable advance notice and during the business hours of the relevant National Member Federation. A National Member Federation shall not be subjected to such audits more frequently than every 12 months. To the extent the National Member Federation furnishes proof of the correct implementation of its obligations as provided for under Section 5 and in Schedule 2 of this DPP, the audit shall be limited to random checks.

8. Notification duties of security incidents (data breach)

8.1. National Member Federations shall promptly notify FIBA of any security incidents concerning or affecting FIBA's Data (see also Schedule 2 on such security incident notification).

8.2. Any notice pursuant to section 8.1 above shall be made no later than 24 hours of the relevant National Member Federation becoming aware of the relevant incident. Notification of the incident shall contain at least the following information:

- a. description of the type of security incident, including the categories and approximate number of Data Subjects affected, the categories of FIBA's Data and approximate number of data records affected;
- b. the name and contact details of the data protection officer or of any other point of contact for further information;
- c. description of the likely consequences of the security incident;
- d. description of the measures taken or proposed to be taken by the National Member Federation to address the security incident, including, where appropriate, measures to mitigate its possible adverse effects.

8.3 The relevant National Member Federation shall promptly notify FIBA of any significant disruptions in the execution of this DPP as well as violations by the National Member Federation or its employees of any Data Protection Laws and Regulations or any provisions of this DPP.

8.4 The relevant National Member Federation shall promptly inform FIBA of any audits or action conducted by a Supervisory Authority or other third party insofar as these concern Processing of FIBA's Data.

8.5 The relevant National Member Federation shall provide all reasonable support to FIBA in complying with its duties.

9 FIBA instructions

9.1 National Member Federations shall comply with any instructions given by FIBA as per section 7.2 above.

9.2 National Member Federations shall make FIBA aware if any instruction issued by FIBA is in violation of applicable Data Protection Laws and Regulations. The National Member Federation is entitled to suspend the relevant FIBA instruction until it has been confirmed

by FIBA to be compliant with applicable Data Protection Laws and Regulations, or has been altered by FIBA.

10 Rights of the data subjects

10.1 National Member Federations shall promptly notify FIBA if they receive a request from a Data Subject that exercises the Data Subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making, each such request being a data subject request.

10.2 National Member Federations shall assist FIBA, insofar as this is possible, with FIBA's obligation to respond to a data subject requests under applicable Data Protection Laws and Regulations.

11 Termination or suspension of membership in FIBA

11.1 If a National Member Federation ceases to be a member of FIBA, it shall have the following duties:

- a. To return FIBA's Data processed under this DPP to FIBA and/or to erase FIBA's Data and copies of FIBA's Data, if existing, upon FIBA's request.
- b. To ensure that its Sub-Processors comply with any request made by FIBA to return FIBA's Data to FIBA and/or erase FIBA's Data.
- c. To provide certification of erasure of FIBA's Data processed under this DPP to FIBA.

11.2 If a National Member Federation is suspended by FIBA, it shall, upon FIBA's request, suspend any Processing of FIBA's Data or apply any of the measures described in section 11.1(a) to 11.1(c) above.

12 Liability

National Member Federations are liable for all damages caused in connection with or arising from a violation of the DPP.

13 Consequences of non-compliance

National Member Federations shall process FIBA's Data only on behalf of FIBA and in compliance with FIBA's instructions and the Regulations. If a National Member Federation cannot comply for any reasons, FIBA is entitled to instruct the National Member Federation to suspend its Processing of any of FIBA's Data.

14 List of schedules

14.1 Schedule 1: Type of FIBA's Data and categories of Data Subjects

14.2 Schedule 2: Technical and Organisational Measures

15 Miscellaneous

15.1 This DPP, together with its Schedules, may be amended from time to time.



- 15.2 Nothing in this DPP releases the National Member Federation from its duty to comply with their obligations under the applicable Data Protection Laws and Regulations.

Schedule 1 – Types of FIBA's Data and categories of Data Subjects

Types of FIBA's Data

The following types of FIBA's Data may be processed:

- Personal identification data, e.g. players' name, address, phone number, copy of the passport
- Personal characteristics data, e.g. shoe size
- Professional Data, e.g. players' contract
- Family data (for minors contact details of the parents)
- Financial data, e.g. bank details
- Image recording data (photo)
- Education data
- Biometric and other physical data

Categories of Data Subjects

The following types of Data Subjects may be affected by the Processing:

- Employees and executives of National Member Federations
- Employees and executives of FIBA
- Members of National Member Federations
- Members of FIBA
- Players
- Coaches
- Referees
- Commissioners
- Team delegation members and persons accompanying them

Schedule 2 – Technical & Organisational measures

General practices

National Member Federations shall be committed to protect the security of FIBA's Data. National Member Federations shall implement and maintain and follow appropriate technical and organisational measures ("TOMs") intended to protect FIBA's Data against accidental, unauthorised or unlawful access, disclosure alteration, loss or destruction and against all other unlawful forms of processing as stipulated below.

National Member Federations may update and/or amend the TOMs occasionally but shall not diminish the level of data protection provided. Upon FIBA's written request, National Member Federations shall issue a statement re-confirming their compliance with the TOMs. The security measures described below are the National Member Federations' minimum obligations with respect to the security of FIBA's Data Processed by the National Member Federations.

Technical and Organisational Measures

(1) Organisation of Information Security

Security Roles and Responsibilities: National Member Federations' personnel with access to FIBA's Data are subject to confidentiality obligations.

(2) Asset Management

Asset Inventory: National Member Federations shall maintain an inventory of all media on which FIBA's Data is stored. Access to the inventories of such media is limited to only the National Member Federations' personnel.

(3) Human Resources Security

Security Training: National Member Federations shall inform their personnel about relevant security procedures and their respective roles. National Member Federations shall also inform their personnel of possible consequences of breaching the security rules and procedures. National Member Federations shall only use anonymous data in training.

Physical and Environmental Security

- Physical Access to Facilities: National Member Federations shall limit access to facilities where information systems that Process FIBA's Data are located to identified authorised individuals;
- Component Disposal: National Member Federations shall use industry standard processes to erase FIBA's Data when it is no longer needed.

Access Control

Access Authorization: National Member Federations shall maintain and update a record of personnel authorised to access the National Member Federations' systems that contain FIBA's Data.

Least Privilege

- Technical support personnel are only permitted to have access to FIBA's Data when needed (e.g. in case of data breaches, in case of additional security measures' implementation, etc).
- National Member Federations shall restrict access to FIBA's Data only to those individuals who require such access to perform their job function.

Incident Response Process

- National Member Federations maintain a record of security breaches as required by the GDPR with a description of the breach, the time period, the consequences of the breach and measures adopted.
- National Member Federations track disclosures of FIBA's Data, including what data has been disclosed, to whom, and at what time.

Security Incident Notification

If a National Member Federation becomes aware of any unlawful access to FIBA's Data stored on the National Member Federation's equipment or the National Member Federation's facilities, or unauthorised access to such equipment or facilities resulting in loss, disclosure, or alteration of FIBA's Data ("Security Incident"), the National Member Federation will notify FIBA of the Security Incident; investigate the Security Incident and provide FIBA with detailed information about the Security Incident; and take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.