



LEGAL BODIES

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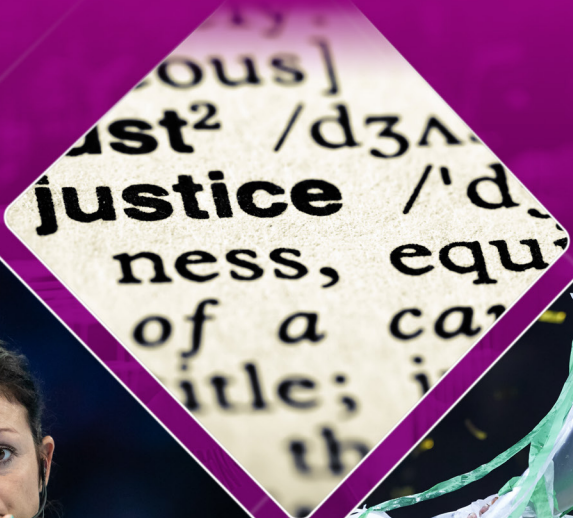


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Foreword of the Presidents

Dear friends,

I would like to use the opportunity of this annual publication of our Legal Bodies Journal to say a few words:

Firstly, to all the national federations members of the EHF, to reassure them that, within the frame of all cases handled by the Court of Handball, our priority was and will remain the appointment of completely neutral, independent and impartial arbitrators. All these principles, as well as the one of confidentiality, constitute our cornerstone to ensure that all our members can have a fair hearing.

Secondly, I would like to thank and congratulate both Vice-Presidents and all members of the Court of Handball, as well as the EHF secretariat, who have always been available to offer their services, under various conditions and sometimes under time pressure in order to ensure equal treatment of all our stakeholders.

To conclude, I would like to thank all national federations, clubs, players and officials for their full confidence and trust in our first instance body.

Panos Antoniou,
President of the EHF Court of Handball

Dear handball friends,

The Legal Bodies Journal celebrates its 5th anniversary.

The idea of this publication was and still is to serve and to develop legal certainty and transparency towards our stakeholders, while improving the amount of knowledge and awareness with regards to of the EHF legal system and understanding of the legal bodies. In addition, the publication of leading cases shall also have a preventive value. On the one hand the knowledge of the different offences shall have a learning effect and, on the other hand, display the exemplary impact of fair punishments. The aforementioned shall not be considered as the detrimental to of our members, but rather as an efficient and necessary institution to it guarantee the common good of our sport.

The small number of cases appealed confirms that our legal system is working successfully and that the decisions of the Court of Handball are widely accepted. In the light of the above, I would like to take this opportunity to thank all members of the legal bodies for their work.

I would also like to thank our EHF members for their understanding and recognition of our not always easy task and wish you a pleasant reading.

Best Regards.

Markus Plazer,
President of the EHF Court of Appeal

Statistics Season 2018/2019

Number of decisions per body

Court of Handball	59
While acting as on-site body	10
Court of Appeal	2
While acting as on-site body	0

Main categories of cases

Breach of regulations	22
Exclusion	18
Marketing	14
Advertising Set-up	11
Unsportsmanlike Conduct	9
Clothing	1
International Release	1
Security	1
Total	77

EHF Court of Handball
Decision
Case n° 18 2054 3 1 CoH
31 October 2018

In the case against

Player X...

Panel

Henk Lenaerts (Netherlands)
Yvonne Leuthold (Switzerland)
Urmo Sitsi (Estonia)

Direct Disqualification; Suspension.

I. Facts

1. On 14 October 2018, the 2018/19 VELUX EHF Champions League match: club Y... vs. club X... took place (the "Match").
2. At the 13:05 minute, the player n°34 of club X... (the "Club"), player X... (the "Player") was directly disqualified.
3. On 15 October 2018, the EHF referees of the Match reported in substance that the Player committed a "particularly aggressive action against the face" of his opponent.
4. On 19 October 2018, the EHF forwarded the report of the EHF referees and the match report as well as a link to the video of the Match to the Court of Handball and requested the opening of disciplinary proceedings against the Player according to Article 27.2 of the EHF Legal Regulations. It was explained that based on the EHF referees' report and the video of the incident, the Player hit his opponent in the face in a particularly aggressive way while standing in a defensive position. The Player's arm

motion did not intend at committing a normal foul but only to hit his opponent.

5. On 22 October 2018, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court.

6. On the same day, the composition of the Court of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties in a separate letter.

7. On 24 October 2018, the Club sent a statement that may be summarised as follows. The opposing team "behaved provocatively" towards the Club's players and staff the entire match, it should in addition be kept in mind that the opposing player involved is known for being provocative. The Club does not question the Player's foul but wonders why after such a foul the opponent did not stay on the floor to wait for medical assistance but instead, immediately stood up to request a sanction from the EHF referees. Finally, the Club is of the opinion that the direct disqualification was "fair enough" and that no further punishment shall be imposed.

II. Decisional Grounds

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a player's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 13:05 minute



of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

2. The decision whether a player's action should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the EHF Court of Handball's sole discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

3. The Panel has carefully examined and evaluated the EHF claim, the EHF referees' report, the video of the incident and the Club's statement.

4. Based on those elements, the Panel observes that the opponent n°5 was running towards the goal and outflanking the Club's player n°33 at a distance of about eight meters from the goal, the Player, while in a defensive position, hit the opposing player in directly in the face with his forearm. The latter fell to the floor, no injury occurred and he could resume playing.

5. As to the Club's argument regarding the alleged provocative attitude of the opposing team and in particular of player n°5, the Panel underlines that such allegations are irrelevant since acknowledging such an explanation would consist in considering retaliation and thus self-justice as a justification to commit unsportsmanlike conduct.

6. Such a justification may even be regarded as an aggravating circumstance. Hence, these arguments shall have no value while assessing the Player's

behaviour. It is hereby strongly emphasised that the Player's gesture must in no case be considered as a normal motion in the course of a defensive action.

7. Furthermore, the same holds true with regard to the fact that the opponent n°5 did not remain on the floor to wait for medical assistance. It is hereby clearly underlined that whether a player having been fouled requires medical assistance is relevant insofar as defining the extent of the sanction to be imposed. Indeed, causing an injury would be regarded as an aggravating circumstance but the absence of injury or medical assistance does not constitute either a mitigating circumstance or a reason to exonerate the Player.

8. Consequently, the Panel finds the Player's hit aggressive, reckless and unrelated to any acceptable and usual defensive action and as such, it endangered the opponent's physical integrity.

9. Hence, the Panel finds that the Player's behaviour meets the characteristics of an unsportsmanlike conduct deserving further sanctions.

10. In light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Articles 12.1, 12.2, 15.1, 16.1 a) of the EHF Legal Regulations and B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Player one (1) match suspension from participation in EHF club competitions.

11. Finally, taking into consideration the window frame remaining until the next match of the competition as well as the



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nature of the conduct and in order to ensure the superior interest of the competition, as well as its balance and fairness, the Court of Handball hereby decides that any appeal against the present sanction shall not have any suspensive effect.

III. Decision

The player X... is suspended from the participation in EHF club competitions for one (1) match.



**EHF Court of Handball
Decision
Case n° 18 20543 3 1 CoH
31 October 2018**

In the case against

Player X...

Panel

Henk Lenaerts (Netherlands)
Yvonne Leuthold (Switzerland)
Urmo Sitsi (Estonia)

Unsportsmanlike Conduct Towards
Spectators; Fine.

I. Facts

1. On 14 October 2018, the 2018/19 VELUX EHF Champions League match: Club Y... vs. Club X... took place (the “Match”).

2. On 19 October 2018, the EHF, based on Article 28.6 of the EHF Legal Regulations, requested the Court of Handball to open disciplinary proceedings against player X... (the “Player”) of the club X... (the “Club”) for having given his middle finger to the audience while leaving the playing court after the Match, regarding this behaviour as unsportsmanlike and in violation of the spirit of fair play and sportsmanship. The match report, the Club’s registration form, the Club’s Code of Conduct and a link to the video of the incident were enclosed to the claim.

3. On 22 October 2018, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court.

4. On the same day, the composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties in a separate letter.

5. On 24 October 2018, the Club sent a statement that may be summarised as follows. The home team and spectators adopted a provocative attitude throughout the entire Match. Some incidents even took place at the 34:40 (i.e. brawl) and 51:18 (i.e. wrong behaviour of home teams’ players and staff). In addition, the home team’s coach received only a yellow card for threatening a Club’s player during the brawl and swore and argued with the Player in Russian just before the latter left the court after the Match. To conclude, the Club underlined that while they do not approve the Player’s attitude, players remain humans who can “crack under tremendous pressure” inherent to such games, no further punishment should therefore be imposed.

II. Decisional Grounds

1. The Panel has carefully examined and evaluated the EHF’s claim and evidentiary documents, in particular the video of the incident, as well as the Club’s statement. The occurrence of the following incident after the completion of the Match is thus confirmed and undisputed by any of the parties:

- The Player gave his middle finger to the spectators while leaving the playing court after the Match.

2. According to Article 2, Introduction of the applicable 2018/19 VELUX EHF Champions League Regulations the



principle of fair play implies in particular the respect of all participants, including the spectators, as well as the promotion of the spirit of sportsmanship.

3. Besides, the EHF Code of Conduct, signed by each club when registering for any EHF competition and applying to club related players defines in its §1 that clubs, and therefore their players, must act and compete with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct, the goal of the competition being to give one's best effort while displaying honesty, integrity and sportsmanship.

4. It follows therefrom that the Player had the obligation to adopt a sportsmanlike and respectful conduct towards the spectators before, during and after the Match.

5. In accordance with Articles 1.1, 2.1, 11 and 12 of the EHF Legal Regulations, proceedings shall be conducted to penalise infringements of players committed prior to, during or after a game and sanctions may be imposed.

6. The Panel finds that the gesture, and thus the attitude displayed, to contravene this core obligation. Additionally, this type of behaviour is detrimental to the image of handball and shall not be tolerated.

7. As to the Club's argument relating to the atmosphere of the Match and the attitude of the home team's coach, while the Panel understands such arguments, it is also hereby underlined and recalled that professional players are used to stressful and tense situations as they are inherent to professional handball. The Player shall therefore not be exonerated from such an

essential obligation based on these arguments.

8. Hence, by giving his middle finger, the Player infringed the aforementioned obligation and shall be subject to sanctions.

9. According to Article 12 of the EHF Legal Regulations, the type and extent of the penalties and measures to be imposed shall be determined considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in Articles 13, 14, 15 and, when relevant, in the List of Penalties.

10. Article B.2 of the List of Penalties foresees a suspension up to one (1) year and a fine up to €15.000 (fifteen thousand Euro) in case of unsportsmanlike conduct before, during or after a competition.

11. Consequently, the Panel decides to impose a fine of €3.000 (three thousand Euro) on the Player.

12. Nevertheless, the Panel believes that the aim of the sanction is also to prevent any further similar behaviour to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the sanction imposed.

13. Hence, and according to Article 17.1 of the EHF Legal Regulations, part of the fine, i.e. €1.000 (one thousand Euro) is deferred for a probationary period of two (2) years as of the date of the present decision.



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III. Decision

The player X... shall pay a fine of €3.000 (three thousand Euro).

Part of the fine, i.e. €1.000 (one thousand Euro) is imposed on a suspended basis for a period of two (2) years starting as of the date of the present decision.



**EHF Court of Handball
Decision
Case n° 18 20549 1 1 CoH
4 December 2018**

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Ioannis Karanasos (Greece)
Libena Sramkova (Czech Republic)

Scouting and Statistic; Failure to comply despite reminders; Probationary period; Fine; Additional fine per match.

I. Facts

1. On 8 November 2018, the EHF, based on Article 28.6 of the EHF Legal Regulations, requested the Court of Handball to open legal proceedings against the club X... (the "Club"), arguing that the Club failed to comply with all obligations relating to the scouting and statistics obligations despite having received two (2) reminders. A statement of fact from the respective EHF's Chief Sports Officer, the initial information sent by the EHF's daughter company ("EHFM"), the two (2) reminders and the documents received as a basic package by the Club were enclosed to the claim.

2. On 9 November 2018, the Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement.

3. On 12 November 2018, the parties were informed on the composition of the

Court's panel (the "Panel") nominated to decide the case.

4. On 14 November 2018, the Club filed a statement that may be summarised as follows:

- The Club has always carefully applied all regulations, including optional ones which sometimes trigger additional costs (e.g. installation of a handball floor, live streaming).
- The Club advertised the position of scout on social media but had difficulties to find a person. Somebody was eventually found in September 2017. This person trained but did not "get access".
- Although the Club understands that they are currently violating the regulations, they do not know how to solve the situation.
- The Club apologises for the absence of communication, they only noticed on 14 November 2018 that all emails were not internally forwarded to the management. An internal investigation is taking place to be followed by disciplinary sanctions.
- The Club therefore requests the Panel to display understanding.

II. Decisional Grounds

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following is confirmed and undisputed:

- The Club did not implement any action in the field of scouting and statistics.
- The Club received two (2) reminders.



2. According to Article 11 of the EHF Legal Regulations, sanctions may be imposed by the legal bodies in case of violation of an obligation expressly defined in the applicable Regulations and/or in the official EHF directives and communications (letters, emails, faxes...).

3. When entering the Competition, the Club signed the pledge of commitment according to which all conditions applicable to the competition are accepted, which includes the applicable regulations and their subsequent implementation.

4. Articles 1, Chapter IX of the 2018/19 EHF Cup Regulations, entitled "Scouting for statistics/live match ticker" states:

"The EHF implemented official match statistics in the EHF Cup matches. The project is carried out in cooperation with the official EHF/EHFM match data partner "Sportradar" and participating clubs.

The club has to provide two scouts at each home match. Those scouts need to be registered and go through a training process prior to the start of the current season. The knowledge of English language is mandatory for the scouts. The effort to pass the training is estimated to approx. 10 hours (containing of reading through the Tutorial, doing the multiple-choice quiz, downloading the application, completing 3-4 training matches).

Besides, the club has to provide two working stations with good court visibility, power supply internet access for the use of the scouting application.

Deadlines:

Registration of scouts: 24.07.2018

Passing the training for clubs starting playing in round 1: 15.08.2018

Passing the training for clubs starting playing in round 2: 15.09.2018

Passing the training for clubs starting playing in round 3: 15.10.2018

The cost for the required software will be borne by the EHF/EHFM resp. EHF/EHFM partner, hardware and personnel have to be taken care of by the home club.

Further information will be provided.

Not meeting the given deadlines will lead to penalties according to the applicable regulations at the time of the violation."

5. It follows therefrom that the Club did not comply with the aforementioned obligation and consequently infringed the applicable regulations. The Club even acknowledged the violation.

6. According to Article 12 of the EHF Legal Regulations, the type and extent of the penalties and measures to be imposed shall be determined considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in Articles 13, 14, 15 and, when relevant, in the List of Penalties.

7. When defining the extent of the sanction, the Panel notes that the Club infringed the aforementioned article in its entirety, the only step taken was to look for a person who never passed the test and for which no information was provided to the EHFM and/or the EHF. In addition, the Club received two (2) reminders. These reminders provided the Club with sufficient time to initiate the implementation of all obligations and get in contact with EHFM and/or the EHF.



8. Yet, the Club failed to fulfil its obligations and to provide any kind of information relating to the current situation. Hence, the Panel finds the Club's attitude inappropriate and negligent. The Club's argument relating to the internal lack of communication is irrelevant since it constitutes a purely in-house matter and does not constitute a reason to exonerate the Club from its responsibility or to mitigate the sanction to be applied.

9. As regards the Club's arguments relating to the fulfilment of all other obligations applicable within the frame of the EHF Cup. The Panel understands the argument and takes into account the Club's clean record while defining the extent of the sanction to be imposed. The same holds true for the Club's attempt to find a candidate to perform the scouting on their behalf.

10. Consequently, on the basis of the aforementioned elements, the Panel decides to impose on the Club a fine of €4.000 (four thousand Euro).

11. Yet, the Panel believes that the aim of the sanction is also to ensure that the Club abides by its obligations as soon as possible and at the latest by the date of its next match in the competition, i.e. 5 January 2019. Such aim can be achieved in light of the deterrent effect inherent to the sanction imposed.

12. Hence, and according to Article 17.1 of the EHF Legal Regulations, part of the fine, i.e. €2.000 (two thousand Euro) is imposed on a suspended basis under the condition that the Club implements its entire obligations by 5 January 2018, i.e. within the framework of the Club's next match in the competition.

13. Furthermore, if the Club fails to implement its obligations by 5 January 2018, every additional match of the season 2018/19 during which the Club will fail to implement its obligations, a fine of €500 (five hundred Euro) per match will automatically apply in accordance with the present decision.

III. Decision

The Club shall pay a fine of €4.000 (four thousand Euro) for having failed to comply with all obligations relating to scouting. Half of the fine is imposed on a suspended basis under the condition that the Club implements its entire obligations by 5 January 2019, i.e. within the framework of the Club's next match in the competition.

If the Club fails to implement its obligations by 5 January 2019, every additional match of the season 2018/19 during which the Club will fail to implement its obligations, a fine of €500 (five hundred Euro) per match will apply.



**EHF Court of Handball
Decision
Case n° 18 20546 3 1 CoH
3 April 2018**

In the case against

Club X...

Panel

Henk Lenaerts (Netherlands)
Yvonne Leuthold (Switzerland)
Urmo Sitsi (Estonia)

Unsportsmanlike Conduct of the Team and Officials; Good Order and Security; Offensive and ideologocal Banner; Fine.

I. Facts

1. On 14 October 2018, the club X... (the "Club") hosted the 5th Round of the 2018/19 VELUX EHF Champions League Group Phase played against club Y... (the "Match").

2. On 22 October 2018, the EHF filed a claim with the EHF Court of Handball requesting the opening of disciplinary proceedings according to article 27.2 of the EHF Legal Regulations against the Club arguing that (i) the team adopted an unsportsmanlike conduct by taking part in a brawl, (ii) the Club failed to ensure security and safety at all time during the Match since a player from the opposing team who had been previously directly disqualified was able to leave the stands and was only prevented to enter the playing court because of the intervention of his team's officials and (iii) the affixing of an offensive banner composed of written and visual elements. Hence, the EHF considered that the Club violated several obligations in connection with the

aforementioned occurrences. The EHF Referees' report and additional report, the match report, the Club's registration form and Code of Conduct, an internet link to a video of the Match and pictures were provided along with the claim.

3. On 23 October 2018, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court of Handball and the composition of the panel (the "Panel") nominated to decide the case was communicated to the parties.

4. On 31 October 2018, the Club sent a statement that may be summarised as follows:

- The altercation was quickly solved by the EHF Officials. Matches between the Club and HC Vardar are always intense. Handball is a sport of "full of emotions" and so was this situation, however, the Club is of the opinion that the line of fair-play was not "exceeded".
- The disqualified player sat in the dedicated area and the security personnel was standing very close and had the situation under control according to their opinion. Furthermore, the Club is asking what the security personnel should have done anyhow, since stopping the player may have led to more "negative emotions".
- The security is now ensured by a new company, new instructions and procedures are thus in place and the staff in charge of controlling flags and banners have probably made a mistake. The Club did not know about the banner and has ordered the security



services to immediately remove it. The Club informed the supporters on their disagreement and disappointment immediately after the Match. It must be noted that the Club's fans were "awarded" by the EHF many times. Finally, the Club underlined that it was the first occurrence of this kind and that it will not happen again.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incidents are confirmed and undisputed:

- A brawl of a limited extent involving players and officials of both teams took place.
- The brawl caused a match interruption.
- An excluded player from the opposing team left the stands and tried to enter the playing court.
- A banner was installed in one of the stands and was composed of a written statement, i.e. "EHF Champions League powered by dirty money. #againstnordstream", and of a graphic representation, i.e. a barred logo of the EHF on one side and barred visual composed of the Russian flag, the German flag and banknotes.

Pledge of Commitment

2. In registering for EHF competitions, handball clubs agree to respect and apply the regulations governing this competition in all aspects. The Club signed the pledge of commitment (i.e. on 4 June 2018) whereby it is stated that by registering for

participation, all entrants accept the conditions applicable for the Competition, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at European level.

3. Based on this legal basis, the Panel has assessed the factual situation in light of the various applicable regulations as follows.

As to the Team's Behaviour

4. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations Introduction states:

"The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results."*



5. According to the EHF Code of Conduct agreement:

“Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The goal of the competition is to give one’s best effort while displaying honesty, integrity, and sportsmanship.”

6. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly”.

7. Fair-play and sportsmanship constitute cornerstone principles of our sport. It is the duty and obligation of players, members, officials and any other persons exercising a function to ensure the enforcement of these principles at all time.

8. In this perspective, through their involvements in a physical altercation, even of little extent, the Panel finds that players and officials of the Club contravened these principles, displaying instead an inappropriate and unsportsmanlike conduct; such behaviour can only give a negative image and consequently be detrimental to the sport as a whole. A special emphasise is put on

the provocative attitude displayed by the Club’s coach who exacerbated tensions.

9. The Panel understands the pressure and tension inherent to professional handball and particularly to such high profile matches. Nevertheless, this does not grant any exemption to trigger and get involved in physical and verbal altercations, even of a limited nature. This last element is relevant insofar as to define the extent of the sanction to be imposed.

10. Thus, the Panel considers that further sanctions must be taken against the Club for the unsportsmanlike conduct of its players and officials displayed through the occurrence of an altercation.

11. According to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.2 of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €5.000 (five thousand Euro).

As to the Nature of the Banner Installed in the Stands

12. Article 1.3 of the EHF Statutes states:

“The EHF encourages friendship and mutual understanding among members, does not discriminate on the basis of politics, race or religion, and rejects any illegitimate practices in sports.

Contravention of these principles, be it through the rejection of referees, non-appearance at a match, failure to grant entry visas to players, managers, referees, EHF representatives, EHF functionaries and sports journalists, raising performance levels through the administration of



forbidden substances such as doping, any kind of corruption, bribery or undue influence, including receiving, offering or accepting any kind of undue advantages or gifts, shall be subject to sanctions pursuant to EHF and IHF regulations."

13. Article 1§2, Chapter III of the 2018/19 VELUX EHF Champions League Regulations states:

"The home club shall ensure that no signs (e.g. flags, banners) and/or verbal statement of political, ideological or religious nature is displayed in the playing hall."

14. Spectators of the Club installed a banner visible on TV on which signs and verbal statements were made.

15. These statements clearly expressed an ideological opinion on both EHF's and States' governance related affairs. The competition, and more generally our sport of handball, shall not be used as a political instrument and tribune to such ends; it must remain free from any ideology and ensure a neutral ground to favour its continuous and sustainable development.

16. The Club consequently violated the aforementioned obligations and shall be sanctioned accordingly. According to Article 6.1, 12.1 and 14.1, as well as Article B.5 of the List of Penalties, a fine of €7.500 (seven thousand five hundred Euro) is imposed on the Club.

As to the Safety and Security Measures

17. Two elements of the present case shall be assessed in light of the safety and security obligations of the Club, the ability of a directly disqualified player to leave

the stands during the altercation and the possibility for spectators to introduce a non-authorised banner in the playing hall and the possibility for them to install it.

18. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

"All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff."

19. Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations states as follows:

"The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply."

20. In accordance with the IHF Rules of the Game, and in particular with Rule 16:8 and its dedicated interpretation, disqualified players must leave the court and the substitution area and must not have any contact with their teams any longer.

21. It follows therefrom that a directly disqualified player shall not be able to enter the playing court or its surrounding area any longer, especially to get involved into an altercation. His status is the one of a spectator and security measures shall be implemented accordingly.

22. The Club contends that the security staff had the situation under control. Such



a standpoint is clearly contradicted by the factual situation that can be observed on the video, the player only prevented to enter the playing court by the officials of his own team.

23. The offensive and political nature of the banner has already been established under points 12 to 16 of the present Decisional Grounds. The spectators were able to take the banner into the hall despite the presence of a dedicated security staff.

24. The Club argues that the partner in charge of safety and security is a new one; it therefore takes time to implement properly all new protocols.

25. In this respect, the Panel draws the Club's attention to the fact that its obligation to ensure safety and security before, during and after the Match must not be hindered by the alleged deficiencies of any third party.

26. Hence, the Club is found solely responsible for the security shortcomings having enabled (i) a disqualified player to leave the stands and access the surrounding area of the playing court and (ii) the introduction of a banner which content violate the EHF Statutes and the VELUX EHF Champions League regulations.

27. Hence, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.4 of the EHF list of Penalties and Article 8 of the EHF Rules on Safety and Security Catalogue of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €2.500 (two thousand five hundred Euro).

III. Decision

Club X... shall pay a fine of €5.000 (five thousand Euro) for the unsportsmanlike conduct of their players and officials during the Match, a fine of €2.500 (two thousand five hundred Euro) for having failed to ensure good order and security throughout the Match and a fine of €7.500 (seven thousand five hundred Euro) for the affixing of an offensive and ideological banner by its spectators.



**EHF Court of Handball
Decision
Case n° 18 20557 3 1 CoH
17 January 2019**

In the case against

Club X...

Panel

Henk Lenaerts (Netherlands)

Urmo Sitsi (Estonia)

Libena Sramkova (Czech Republic)

Offensive and Homophobic Banner;
Responsibility of the club because its
spectators; Bad Faith; Fine

I. Facts

1. On 1 December 2018, the club X... (the "Club") played the 10th Round of the 2018/19 VELUX EHF Champions League Group Phase against club Y... (the "Match").

2. On 4 December 2018, the EHF filed a claim with the EHF Court of Handball requesting the opening of disciplinary proceedings according to Articles 27.2 and 28.6 of the EHF Legal Regulations against the Club for not having undertaken any step to remove and thus tolerated the presence of an offensive banner towards the opposing coach (the "Coach"). The EHF underlined that by tolerating such an act, the Club violated the principles set forth in various regulations such as fair play, fairness and respect. The match report, the Club's registration form and Code of Conduct, an internet link to the video of the Match and a statement of fact from the EHF Chief Sport Officer were provided along with the EHF claim.

3. On the same day, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court of Handball.

4. On 5 December 2018, the composition of the panel (the "Panel") nominated to decide the case was communicated to the parties.

5. On the same day, the Club sent a statement that may be summarised as follows:

- The banner was placed after the Match started.
- The Club did not know what the banner meant since one of the words does not exist in the Macedonian language, even after having looked it up on the internet.
- The Club did undertake to remove the banner but the spectators threatened to trigger an incident to interrupt the Match.
- The Club promotes respect and fairness as the fact that two (2) former players from club X... now playing for club Y... were honoured before the Match.
- The Club apologised towards the coach of the opposing team and reiterated the fact that all organisational measures were taken.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incident is confirmed and undisputed:



- A banner stating that the Coach is homosexual in Cyrillic was affixed by Club's spectators in the TV camera range during the Match.

2. The Panel already wishes to immediately rebut the argument of the Club according to which they explain that the banner was affixed after the referees started the Match. The video of the Match clearly shows the inaccuracy of such argumentation, the banner can be observed as soon as the TV broadcast begins and is clearly visible during the teams' line-up at the latest.

Legal Bases

3. When entering the VELUX EHF Champions League, the Club signed the pledge of commitment according to which all conditions applicable to the competition are accepted, which includes the EHF Statutes and all applicable regulations (EHF Legal Regulations, EHF List of Penalties, EHF Code of Conduct Agreement and the ECA arbitration agreement). The following therefore apply to the present case.

4. Article 1.3 of the EHF Statutes states:

"The EHF encourages friendship and mutual understanding among members, does not discriminate on the basis of politics, race or religion, and rejects any illegitimate practices in sports.

Contravention of these principles, be it through the rejection of referees, non-appearance at a match, failure to grant entry visas to players, managers, referees, EHF representatives, EHF functionaries and sports journalists, raising performance levels through the administration of

forbidden substances such as doping, any kind of corruption, bribery or undue influence, including receiving, offering or accepting any kind of undue advantages or gifts, shall be subject to sanctions pursuant to EHF and IHF regulations."

5. Article 1§2, Chapter III of the 2018/19 VELUX EHF Champions League Regulations states:

"The home club shall ensure that no signs (e.g. flags, banners) and/or verbal statement of political, ideological or religious nature is displayed in the playing hall."

6. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations Introduction states:

"The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results."*



7. According to the EHF Code of Conduct agreement:

“Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The goal of the competition is to give one’s best effort while displaying honesty, integrity, and sportsmanship.”

8. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”

9. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

“All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff.”

10. Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations states as follows:

“The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant

provisions of IHF and EHF Regulations shall apply.”

Assessment of the Situation

11. Fair-play and sportsmanship constitute cornerstone principles of our sport. It is the duty and obligation of players, members, officials, spectators and any other persons exercising a function to ensure the enforcement of these principles at all time.

12. Spectators of the Club installed a banner, visible on TV, on which a statement targeting the opposing coach was written.

13. This statement used in this context as an insult towards the Coach constitutes, on the one hand, a direct offense to his dignity and right to privacy, regardless his sexual orientation and, on the other hand, a clear act of homophobia. The Panel hereby wishes to strongly draw the attention of the Club to the fact that there is no room for such disrespectful and despicable attitude in our sport of handball which shall not be used as an instrument to promote any sort of discrimination or hatred towards any human being.

14. The content of the banner is thereby regarded as in violation of all aforementioned principles that constitute the core values of our sport. In this regard, and for the sake of completeness, the Club’s argument consisting in pretending that their officials did not know the meaning of the insulting word is hereby regarded as inconsistent. Indeed. Although it is true the first meaning of the word is “rooster”, and that the spelling of the word may differ in Cyrillic, the term is



well-known for its slang and offensive meaning in the Macedonian language and that a basic internet search immediately provides with this explanation. Finally, the Club apologised towards the coach of the opposing team after the match, which clearly demonstrates that the Club was aware of the meaning of such insulting word.

15. The responsibility of the Club is already engaged due to the principle of strict liability according to which, regardless the measures undertaken, clubs are responsible for the behaviour of their spectators.

16. However, in order to define the full extent of the sanction to be imposed in the present case, the Panel must assess the security measures undertaken to end the outrageous behaviour. In this perspective, it is hereby underlined that the Club's argument according to which the banner was not removed because the spectators told the security staff that they would trigger a match interruption could be considered as a mockery. It is the Panel's view that to face such situation in which a banner of this nature is affixed, the removal of it is the very least measure to be taken, and proportionate measures would include sanctioning the responsible spectators.

17. It follows therefrom that not only did the Club fail its obligation to ensure fair and respectful conditions for all participants; they willingly tolerated an offensive and homophobic behaviour throughout the Match.

18. Consequently, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.5 of the

EHF List of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €15.000 (fifteen thousand Euro).

19. Nevertheless, the Panel believes that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the sanction imposed.

20. Hence, and according to Article 17.1 of the EHF Legal Regulations part of the fine, i.e. €5.000 (five thousand Euro) is imposed on a suspended basis with a probation period of two (2) years starting from the date of the present decision.

III. Decision

Club X... shall pay a fine of €15.000 (fifteen thousand Euro) for the presence of an offensive banner throughout the Match. A part of the fine €5.000 (five thousand Euro) is imposed on a suspended basis for a probationary period of two (2) years as of the date of the present decision.



**EHF Court of Handball
Decision
Case n° 18 20577 4 1 CoH
28 February 2019**

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Urmo Sitsi (Estonia)
Viktor Konoplyastyi (Ukraine)

Left Sleeve Badge; Non-Authorised
Advertising; Reminders; Fine.

I. Facts

1. On 7 October and 17 November 2018, as well as on 27 January 2019, the club X... (the "Club") hosted three Rounds of the respective phase of the 2018/19 VELUX EHF Women's Champions League (the "Competition"). Following all these matches, the EHF Marketing GmbH ("EHFM") sent feedbacks whereby the Club was invited to cover non-authorized advertisings present in the playing hall. Following two (2) of these matches, EHFM invited the Club to properly affix the official sleeve badge of the Competition.

2. On 29 January 2019, the EHF filed a claim with the EHF Court of Handball requesting the opening of disciplinary proceedings according to article 28.5 of the EHF Legal Regulations against the Club for having repeatedly violated the obligations to ensure a playing hall free from any advertisement and to properly affix the official sleeve badge of the Competition, i.e. the badge was affixed on the wrong side, no free space was ensured around the badge and a Club's sponsor

was present on the correct side. The email from EHFM to EHF summarising the situation with the Club, all feedbacks including pictures were enclosed to the claim.

3. On 1 February 2019, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement in reply. The composition of the Court of Handball panel (the "Panel") to decide the case was also communicated to the parties in the same document.

4. On 2 February 2019, the Club filed a statement that may be summarised as follows insofar as relevant to the present case. Contracts in relation with the advertisings present in the upper part of the playing hall are negotiated for the entire year and can therefore not be removed. This has been a problem "over a few years". The Club will do everything they can to solve the issue in relation with the sleeve badge. The Club finally apologised, will do their best to solve these issues and underlined that they do not "really understand why these problems are being pushed now and not the years before, because this is not the first season that we as the THC are playing Champions League".

5. On 18 February 2019, the EHF filed an additional document with the Panel, namely a feedback from EHFM sent to the Club following the last match hosted on 10 February 2019 and in which similar infringements are reported.

6. On 19 February 2019, the Club was informed by the Panel that the request to file an additional document was granted,



the feedback was thus included as part of the set of evidentiary documents and the Club was granted until 22 February 2019 to file a statement if deemed necessary.

7. No additional statement and/or document were filed by the Club.

II. Decisional Grounds

1. According to the documents in hands, the following facts are confirmed and undisputed:

- Non-authorized advertisings were visible in the playing hall within the framework of three matches of the Competition.
- The official badge of the Competition was affixed on the right shoulder, other advertisings were present around it and Club's sponsor was affixed on the left sleeve.

2. In registering for EHF competitions, handball clubs agree to respect and apply the regulations governing this competition in all aspects. The Club signed the pledge of commitment whereby it is stated that by registering for participation, all entrants accept the conditions applicable for the Competition, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at European level.

Regarding the Presence of Advertisings

3. Chapter VII entitled "Marketing Rights and Duties", Article 3, of the 2018/19 Women's EHF Champions League Regulations states:

"No additional advertisement including the playing court (apart from the previously defined floor stickers and the advertisement on the barrier boards), the surrounding area and the spectator areas, as well as VIP and press conference rooms, should be placed within the range of the TV camera.

The local organiser / home club shall take care for the proper fixing of the means of advertising (barrier board and floor advertisement, etc.). Specification will be fixed, as far as necessary. Furthermore the entire advertising and branding material of EHF/EHFM sponsors is delivered to the home club in due time prior to the match. The home club is obliged to confirm in writing the receipt of the advertising material to EHFM Implementation Department."

4. It follows therefrom that the Club had the obligation to provide a playing hall free from any advertisement. The Panel also notes that no exception was granted by the EHFM. By not ensuring that the no additional advertising than those authorized were visible in the playing hall, the Club violated its obligation and is therefore subject to sanctions in accordance with Article 6.1 of the EHF Legal Regulations.

Regarding the Sleeve Badge

5. Chapter VI entitled "Branding" of the aforementioned regulations, Article 4:

"Starting with the Group Matches, the official players' badge is an obligation for all teams. [...]"

[...] The exact position is defined as indicated in the image below. The badge



has to be printed on the left arm only. The indicated space around the badge has to be free from any advertisement or logo. [...].”

6. It follows therefrom that the Club had the obligation to affix the official badge of the Competition on the left sleeve instead of the right sleeve and to ensure that the space around the badge remained free. By affixing the badge on the wrong sleeve, having another advertisement close to it and a Club’s sponsor on the left sleeve dedicated to EHF, the Club violated its obligations and is therefore subject to sanctions in accordance with Article 6.1 of the EHF Legal Regulations.

Regarding the Sanctions

7. In accordance with Article 12.1 of the EHF Legal Regulations, the Panel shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as mitigating circumstances within the frame provided in Article 14 and, when relevant, the List of Penalties.

8. In this perspective, the Panel hereby finds Articles D.1. a) and b) of the EHF List of Penalties relevant as they state and define as follows:

“a. Advertisement set-up and use in the playing hall and related areas: Fine from €500 to €50.000.

b. Advertisement/badges on the team players kits/EHF exclusive advertisements rights on sleeves: Fine from €500 to €25.000/Suspension of the payer until correct implementation may be required.”

9. Guaranteeing a playing hall free of any advertisement is an essential obligation to ensure both a clean and harmonious appearance of the overall setup and the full compliance with the right holder advertising rights, i.e. EHF.

10. The proper affixing the official badge also participate to the clean and harmonious appearance of the Competition which is a crucial element to enable a unified image and identity to market the flagship club competition of Women’s handball.

11. Furthermore, the Club did not only infringe these obligations once, it repeatedly did so despite having been informed and invited by the EHF to find a solution. The foregoing is regarded as an aggravating circumstance.

12. The Club’s argument consisting in explaining that the Club has been a participant for years and that these violations never triggered disciplinary proceedings in the past are irrelevant since the occurrence of a past violation does not constitute any exemption or exception of any sort such as to justify or authorise the continuous breach of a regulatory and well-known obligation. It may rather constitute the contrary as the Club clearly acknowledged being aware of the problems and never undertook to find any suitable remedy.

13. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as article D.1 a) and b) of the EHF List of Penalties, the Panel decides to impose on the Club a fine of €5.000 (five thousand Euro) for having failed to cover non-authorized advertisements in the playing hall and a fine



of €2.000 (two thousand Euro) for having affixed the official badge of the Competition on the wrong sleeve of the players' shirts.

14. Nevertheless, the Panel believes that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the sanction imposed.

15. Hence, and according to Article 17.1 of the EHF Legal Regulations part of the fines, i.e. €2.000 (two thousand Euro) with regards to the fine imposed for the non-authorized advertisings and €1.000 the players' left sleeve badge, is imposed on a suspended basis for a period of two (2) years starting as of the date of the present decision.

III. Decision

The club X... shall pay a fine of €5.000 (five thousand Euro) for having failed to cover non-authorized advertisings in the playing hall and a fine of €2.000 (two thousand Euro) for having affixed the official badge of the Competition on the wrong sleeve of the players' shirts.

Part of the fines, i.e. €2.000 (two thousand Euro) with regards to the fine imposed for the non-authorized advertisings and €1.000 (one thousand Euro) with regards to the players' left sleeve badge, is imposed on a suspended basis for a period of two (2) years starting as of the date of the present decision.



**EHF Court of Handball
Decision
Case n° 19 20580 3 1 CoH
1 March 2019**

In the case against

Player X...

Panel

Henk Lenaerts (Netherlands)
Ioannis Karanasos (Greece)
Viktor Konoplyastyi (Ukraine)

Severe Unsportmanlike Conduct; No referees' decision; EHF observation; Further Sanctions; Fine; Suspension.

I. Facts

1. On 23 February 2019, the 1st leg match of the KO phase between Groups C and D of the 2018/19 VELUX EHF Champions League between the club X... and the club Y... took place (the "Match").

2. On 25 February 2019, the EHF requested the President of the Court of Handball to open disciplinary proceedings in accordance with Article 28.5 of the EHF Legal Regulations against the player n°39 (the "Player") of the club X... (the "Club"), for having punched an opponent in the stomach during an offensive action, underlining that the EHF referees did not see the incident; consequently the Player was not sanctioned. The claim included two (2) videos of the incident, a statement of facts from the EHF Chief Sports Officer and the Match Report.

3. On the same day, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the

forementioned claim. The Player and the Club were invited to send a statement to the Court.

4. On 26 February 2019, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

5. On 28 February 2019, the Club and the Player filed statements that may be summarised as follows.

- The Club considers the EHF's description of the incident as inconsistent. While in a fight for the position, both players intensively used their hands. The hit is thus the consequence of this fight and was not made on purpose. Whether the Player did not get the ball is irrelevant since the fight for the position is part of the tactics. Furthermore, the "increased degree of aggression compared to the standards of the offensive game of handball" displayed by the Player was dictated by the opponent's behaviour who acted aggressively earlier during the Match. The absence of intention is confirmed by the observation of the video footage; the hit is "solely the result of the course of the Match". Hence, the claim filed by the EHF is unfounded and shall be dismissed.
- The Player explains that he reacted unconsciously to the aggressive behaviour adopted by his opponent throughout the Match and had no intention to harm the latter. The Match was tough and took place under a high pressure due to the qualification for the next round at stake. He received a lot of blows during the Match and even had to change his jersey. The Player finally



underlines that he has respected the principle of fair-play and the rule of safety during his entire professional career.

II. Decisional Grounds

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a player's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player in light of the circumstances of the case and the applicable IHF/EHF regulations.

2. The decision whether a player's action should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the EHF Court of Handball's sole discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

3. In registering into the competition, clubs agree to comply with the obligations set forth in the applicable regulations.

4. Paragraph 2 of the Code of Conduct agreement states:

"Clubs shall display courtesy and respect towards the opposing team, the EHF and its officials as well as EHF Partners and other EHF Related organisations and persons."

5. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations, states as follows:

"The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results."*

6. It follows therefrom that the Player had the obligation to enforce the principles of fair-play and sportsmanship at all time.

7. The EHF Court of Handball Panel has carefully examined and evaluated the EHF statement of claim, the two (2) videos of the incident as well as the Club's and the Player's statements.

8. On this basis, the Panel observed that the Player, while standing in an offensive position, away from the ball and in a position close to the 6-meter line where he was trying to obtain a favourable position as a pivot player, punched his opponent standing next to him in the stomach. The opponent fell to the floor but could fortunately resume playing.



9. Contrary to the Player's and Club's arguments, the Panel hereby wishes to make clear that whether the Player was provoked or not is absolutely irrelevant as no act of revenge or self-justice shall be tolerated. Such an attitude may even be regarded as an aggravating circumstance. In addition, the Player's gesture must in no case be considered as a normal motion in the course of a so-called handball duel. The video footages clearly show that the Player's gesture is solely directed towards the opponent's stomach and is undoubtedly a punching motion.

10. Regarding the intentional character of the action, the Panel hereby wishes to clarify its assessment. The Panel finds itself comfortable to classify the behaviour as intentionally committed based on the evidentiary documents. Whether an intention to harm could have been established, which is not the case in the present situation, would have been relevant insofar as defining a stricter sanction.

11. The Club and the Player argued that the Match was played under high tension due to the qualification at stake. The Panel understands the argument but nevertheless hereby recalls that stressful and tense situations are inherent to professional handball and in particular to such top level oppositions. Hence, such an element is irrelevant and is neither regarded as a mitigating circumstance nor as a ground to exonerate the Player from its responsibility to adopt a sportsmanlike conduct at all times.

12. Hence, the Panel finds the Player's hit intentional, malicious and unrelated to any acceptable and usual offensive action in handball which subsequently

endangered the opponent's physical integrity. Such behaviour meets the characteristics of a severe unsportsmanlike conduct deserving further sanctions.

13. In light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Articles 12.1, 12.2, 13, 15.1, 16.1 a) of the EHF Legal Regulations and B.2 of the EHF List of Penalties, the Court of Handball decides to impose on the Player a two-match suspension from participation in EHF club competitions and shall pay a fine of €500 (five hundred Euro).

14. Taking into consideration the nature of the conduct and in order to ensure the superior interest of the competition, as well as its balance and fairness, the Panel hereby decides that any appeal against the present sanction shall not have any suspensive effect.

III. Decision

The player X... is suspended from the participation in EHF club competitions for two (2) matches and shall pay a fine of €500 (five hundred Euro).



**EHF Court of Handball
Decision
Case n° 18 20520 3 1 CoH
4 March 2019**

In the case against

Player X...

Panel

Panos Antoniou (Cyprus)
Yvonne Leuthold (Switzerland)
Libena Sramkova (Czech Republic)

Anti-Doping Violation; Minor Player;
Prohibited Substance; Suspension.

I. Facts

1. On 30 June 2018, the EHF Anti-Doping Unit (“EAU”) submitted the player X... (the “Player”) to a doping test, i.e. urine sample, at the 2018 Women’s 18 Beach Handball EURO (the “Competition”). The Player is a minor and was part of the X... national team (the “Federation”).

2. On 16 July 2018, the EAU notified the Federation of an adverse analytical finding based on the test report received the same day and performed by the WADA-accredited laboratory in Seibersdorf, Austria (the “Laboratory”) according to which the Player’s A-sample contained the following diuretic agent: Furomeside (also the “Prohibited Substance”). It was outlined that such a finding constituted an anti-doping rule violation (“ADRV”) according to Article 2.1 of the EHF Regulations for Anti-Doping (the “Regulations”). The Federation was invited to submit any valid Therapeutic Use Exemption (“TUE”) they may have or to provide a statement as regards the situation in the absence of a valid TUE by

30 July 2018. Finally, the EAU reminded the Federation of the Player’s right to promptly request the analysis of the B-sample or to acknowledge the reported violation.

3. A second player of the Federation’s Men’s team tested positive to a different prohibited substance within the framework of the 2018 Men’s 18 Beach Handball EURO.

4. On 31 July 2018, the Federation sent the following statement by email:

- Various persons having taken part in the Competition were provisionally suspended, e.g. coach, doctor and athletes.
- Urgent testing of all players having taken part in the Competition were required.
- All Federation’s members were invited to adapt their statutes to the applicable anti-doping requirements and report the results in writing.
- A seminar dedicated to inform athletes on anti-doping matters will be organised within three (3) months.

5. On 2 August 2018, in accordance with Article 28.5 of the EHF Legal Regulations and Article 8 of the Regulations, the EHF referred the case to the Court of Handball and requested the body of first instance to initiate proceedings against the Player, to examine the circumstances and facts of the case and to take all sanctions deemed necessary, in particular pertaining to Article 9 of the Regulations. Finally, the President of the Court of Handball was requested to provisionally suspend the Player in accordance with Article 7.9.2 of the Regulations. The doping control form, the test report, the EAU notification, and



the Federation's email dated 31 July 2018 and the Regulations were enclosed to the claim.

6. On 3 August 2018, the Court of Handball officially informed the parties on the opening of legal proceedings against the Player on the basis of the EHF claim. The Player was invited to clarify whether she wished for a hearing and the analysis of the B-Sample to take place by 3 September 2018 and to send any statement in reply by 7 September 2018. The claim and its enclosures were enclosed to the letter. The composition of the Court of Handball panel (the "Panel") nominated to decide the case was mentioned in the letter.

7. On 3 September 2018, the Federation provided a Player's statement and its translation. The content may be summarised as follows:

- The Federation, via its coaches and the team doctor, informed all players before the beginning of the Competition that doping tests would be conducted; no medication must therefore be taken without the prior authorisation of the staff.
- Due to a brain concussion suffered during a previous competition on 17 December 2017, an oedema began to appear on the Player's face.
- Based on the recommendations of the doctor from the Central Hospital of the Player's place of residence, the Player took Furosemide without knowing that it was present on the List of Prohibited Substance.

8. In addition to the aforementioned statement made by the Player, the Federation explained that an internal

investigation took place followed by the adoption of preventive measures. Conversation with parents were held, further players were submitted to doping controls, it was also decided to hold additional seminars to inform the players and a "memorandum of non-use of banned drugs" will be signed. Finally, the Federation invited the Panel to take into account that the Player is a minor and that the Prohibited Substance was provided by the parents.

9. On 6 September 2018, the Panel sent a letter to the Federation requesting clarifications to be sent by 14 September 2018 with regards to whether the Player wished a hearing and/or a B-sample analysis to take place. The request was made due to the absence of response following the Panel's initial letter sent on 3 August 2018.

10. On 13 September 2018, the Federation informed the Panel that they did not expect the B-sample analysis to contradict the results of the A-sample analysis since the Player confirmed the use of the Prohibited Substance based on incomplete medical recommendations. Furthermore, for financial reasons, the Player is not able to attend a hearing. The Federation underlined that the Player did not know that the substance was prohibited, acknowledge the "guilt" and will never accept any medication not prescribed by a sports doctor any longer. Finally, the Federation attached the negative doping results of two (2) other players having taken part in the Competition.

11. On 17 September 2018, based on the decision of the Player to waive both the possibility to analyse the B-sample and to



hold a hearing, and according to Article 7.9.2 of the Regulations, the President of the Court of Handball provisionally suspended the Player “from participating in any EHF-sanctioned competitions prior to the final decision being reached. The provisional suspension will extend to all Competitions, Events or other activities that are organized, convened, authorized or recognized by any other handball body complying with the EHF Regulations for Anti-Doping and/or the WADA Code”.

II. Decisional Grounds

Introduction

a. Burden and Standard of Proof

1. As regards the burdens and standards of proof, Article 3.1 of the Regulations states as follows:

“The EHF has the burden of establishing that an anti-doping rule violation has occurred. The standard of proof is whether EHF has established an anti-doping rule violation to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation which is made. Where a Player or other Person alleged to have committed an anti-doping rule violation has the burden of rebutting a presumption or establishing specified facts or circumstances, the standard of proof is the balance of probability.”

b. Age of the Player

2. According to Appendix 1 of the Regulations, a minor is defined as “a natural person who has not reached the age of eighteen years.”

3. The Player is born is a minor and was therefore a minor at the time of the doping test. This element is key since this status shall be taken into consideration in accordance with the Regulations when it comes to assessing the concept of fault as well as the concept of no significant fault or negligence as will be explained further on in this decision.

A. ADRV

4. Article 2.1 of the Regulations states as follows:

“2.1.1. It is each Player’s personal duty to ensure that no Prohibited Substance enters his/her body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Player’s part be demonstrated in order to establish an anti-doping rule violation under article 2.1.

2.1.2. Sufficient proof of an anti-doping rule violation under article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player’s A Sample where the Player waives analysis of the B Sample and the B Sample is not analysed; or, where the Player’s B Sample is analysed and the analysis of the Player’s B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player’s A Sample; or, where the Player’s B Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.

2.1.3. *Excepting those substances for which a quantitative threshold is specifically identified on the Prohibited List or International Standards, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation."*

5. It is undisputed between the Parties and admitted by the Player that she has committed an ADRV under Article 2.1 of the Regulations. The compliance of the Laboratory with the applicable International Standard for Laboratories when conducting the analysis is also undisputed.

6. The Player's A-sample conducted by the WADA-accredited laboratory revealed the presence of Furosemide, a diuretic and masking agent listed under Class S5 of the 2018 WADA prohibited list (the "Prohibited List") and prohibited at all times (in- and out-of-competition). The analysis of the B-sample was waived by the Player as he admitted having taken the Prohibited Substance. Hence, the presence of the Prohibited Substance in the A-Sample and the fact that it is not a threshold substance are sufficient to establish the ADRV.

B. Consequences

a. Basic Sanction

7. Article 4.2.2 of the Regulations entitled "Specified Substances" states:

"For purposes of the application of article 9, all Prohibited Substances shall be Specified Substances except substances in the classes of anabolic agents and hormones and those stimulants and

hormone antagonists and modulators so identified on the Prohibited List. The category of Prohibited Substances does not include Prohibited Methods."

8. Furosemide is listed under class S5 of the Prohibited List relating to diuretics and masking agents; it is therefore a specified substance and Article 9 shall thus be applied.

9. According to Article 9.2 of the Regulations:

"The period of Ineligibility for a violation of article 2.1 (presence of Prohibited Substance or its Metabolites or Markers in a Player's sample) [...] shall be as follows, subject to potential reduction or suspension pursuant to articles 9.3, 9.4 or 9.5:

9.2.1. The period of Ineligibility shall be four (4) years where:

9.2.2.2. The Anti-Doping Rule violation involves a Specified Substance and the EHF can establish that the Anti-Doping Rule violation was intentional.

[...]

9.2.2. If article 9.2.1. does not apply, the period of Ineligibility shall be two (2) years."

10. Hence, unless the EHF can establish that the Player intentionally committed the ADRV, the presence of the Prohibited Substance in the Player's Sample triggers a period of ineligibility of two (2) years.

11. In this perspective, according to Article 9.2.3, the term "intentional" is meant:



“to identify those Players who cheat. The term therefore requires that the Player or other Person engaged in conduct which he or she knew constituted an Anti - Doping Rule violation or knew that there was a significant risk that the conduct might constitute or result in an Anti - Doping Rule violation and manifestly disregarded that risk.”

12. The Panel hereby finds that the EHF did not provide any element such as to support the intentional character of the ADRV which may be used to apply the scope of the abovementioned definition.

13. To conclude, the Panel therefore finds itself comfortably satisfied that the Player did not knowingly intended to cheat when ingesting the Prohibited Substance, a period of ineligibility of four years is thus not applicable, and the standard period in the present matter shall be two years.

b. No Fault or Negligence

14. According to Article 9.4 of the Regulations:

“If a Player establishes in an individual case that he or she bears No Fault or Negligence, then the otherwise applicable period of Ineligibility shall be eliminated.”

15. The concept is further defined in the Appendix 1 of the Regulations as follows:

“The Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or [sic] otherwise violated an anti-doping rule. Except in the

case of a Minor for any violation of article 2.1, the Player must also establish how the Prohibited Substance entered his/her system.”

16. As a Minor, the Player does not have to establish how the Prohibited Substance entered her body in order to enable the Panel to apply the regime of No Fault or Negligence.

17. Nevertheless, and as recalled in the current version of the WADA Code, the Panel's view is that the threshold of the regime of no fault or negligence is high and therefore applicable only under truly exceptional circumstances as players are responsible for what they ingest and for the conduct of other persons they decide to entrust.

18. In the present case, the Panel finds that, in light of the circumstances, and despite her young age, the Player did not exercise her utmost caution. Indeed, according to her explanation, the Player was prescribed the medication in which the Prohibited Substance was allegedly contained on 17 December 2017 which gave a sufficient lapse of time to seek the advice of a doctor or even of the Federation as to the content of the medication. As a high level athlete, even of a young age, playing top level competitions in her age category, the Player and her family should have displayed a higher degree of care towards the risk attached to a product taken regularly to treat a serious injury that constitutes a brain concussion.

19. Hence, the Panel finds that the concept of No Fault or Negligence as defined under Article 9.4 of the Regulations is not established and will

now consider the ADRV and related circumstances under Article 9.5 of the Regulations.

c. No Significant Fault or Negligence

20. Article 9.5.2 of the Regulations states:

“If a Player or other Person establishes in an individual case where article 9.5.1 is not applicable that he or she bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in article 9.6, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person’s degree of Fault, but the reduced period of Ineligibility may not be less than one - half of the period of Ineligibility otherwise applicable.”

21. The concept is further defined in the Appendix 1 of the Regulations as follows:

“The Player or other Person’s establishing that his/her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti - doping rule violation. Except in the case of a Minor for any violation of article 2.1, the Player must also establish how the Prohibited Substance entered his or her system.”

22. As mentioned above, the Player does not need to establish how the Prohibited Substance entered her body.

23. Similar to the regime of No Fault or Negligence described above, the WADA Code specifies that Article 9.5.2 of the Regulations applies only in exceptional circumstances.

24. According to the Appendix 1 of the Regulations:

“Factors to be taken into consideration in assessing a Player or other Person’s degree of fault include, for example, the Player’s or other Person’s experience, whether the Player or other Person is a Minor, special consideration such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player’s or other Person’s degree of fault, the circumstances considered must be specific and relevant to explain the Player’s or other Person’s departure from the expected standard of behaviour.”

25. In this perspective, the Panel stresses and recalls that the Player is a Minor and that this element is central while reviewing and assessing the degree of fault to apply in the case at stake and the subsequent sanction. This element is closely connected to the overall lack of experience inherent to a person of this age.

26. Additionally, the Panel underlines that a second player of the same nationality but of a different gender tested positive to a different product which raises clear concerns with regards to the anti-doping education provided by the Federation to young and inexperienced players. This questionable policy and lack of educative program is even confirmed by the Federation’s reaction consisting in a series of measures to prevent similar occurrences in the future. The Panel welcomes these measures but also finds that this sudden implementation shows



that very little existed before the two (2) positive tests of the young players which is regrettable and must be taken into account in a favourable way for the Player.

27. In light of the foregoing, it is hereby established that specific and relevant reasons exist to enable the Panel to conclude that legitimate grounds exist to reduce the standard period of ineligibility based on the present regime of non-significant fault or negligence.

d. Conclusion

28. To conclude, the Player established the non-intentional character of the violation as well as the non-significant fault-related reduction under Article 9.5 to mitigate the sanction. The Panel therefore decides that the period of ineligibility is fifteen (15) months.

C. Commencement of the period of ineligibility

29. The Panel must determine the commencement of the fifteen-month period of ineligibility in accordance with Article 9.11 of the Regulations.

30. Article 9.11 states:

“Except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed.”

31. The Panel finds that the Federation, on behalf of the Player quickly admitted the violation in the email dated 31 July 2018 and sent within the deadline provided by the EAU in the ADRV

notification. In addition, the Player’s admitted in person on 3 September 2018, i.e. within the deadline provided by the Court of Handball to provide a statement.

32. Article 9.11.2 relating to timely admission states:

“Where the Player or other Person promptly (which, in all events, for a Player means before the Player competes again) admits the anti-doping rule violation after being confronted with the anti-doping rule violation by the EHF Anti-Doping Unit, the period of Ineligibility may start as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. In each case, however, where this article is applied, the Player or other Person shall serve at least one-half of the period of Ineligibility going forward from the date the Player or other Person accepted the imposition of a sanction, the date of a hearing decision imposing a sanction, or the date the sanction is otherwise imposed. This article shall not apply where the period of Ineligibility has already been reduced under article 9.6.3.”

33. The Panel decides that the period of ineligibility shall start as of the date of the decision of provisional suspension, i.e. on 17 September 2018.

34. Furthermore, Article 9.11.3.1 states:

“If a Provisional Suspension is imposed and respected by the Player or other Person, then the Player or other Person shall receive a credit for such period of Provisional Suspension against any period of Ineligibility which may ultimately be imposed. If a period of Ineligibility is served pursuant to a decision that is



subsequently appealed, then the Player or other Person shall receive a credit for such period of Ineligibility served against any period of Ineligibility which may ultimately be imposed on appeal.”

35. It is undisputed that the provisional suspension imposed on the Player on 17 September 2018 has been respected, thus the Player shall receive a credit for such period.

36. Hence, the period of ineligibility shall commence on the aforementioned date, i.e. 17 September 2018, and the provisional suspension already served by the Player until the date of the present decision shall be credited against the fifteen-month period of ineligibility.

37. The period of ineligibility shall therefore end on 17 December 2019.

III. Decision

The Player has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility fifteen (15) months starting from 17 September 2018 and against which the period of provisional suspension imposed on the same day shall be credited.

The period of ineligibility shall therefore end on 17 December 2019.



**EHF Court of Handball
Decision
Case n° 19 20583 1 1 CoH
7 May 2019**

In the case against

Club X...

Panel

Henk Lenaerts (Netherlands)
Viktor Konoplyastyi (Ukraine)
Yvonne Leuthold (Switzerland)

Anti-Doping Activities; Cooperation and Support; Negligent Attitude; Fine.

I. Facts

1. On 24 February 2019, the club X... (the “Club”) hosted the 13th Round of the 2018/19 VELUX EHF Champions League Group Phase (the “Match”). After the Match, the EHF Anti-Doping Unit (ADU) sent a report to the EHF Office with regards to the behaviour of the Club in connection with the anti-doping activities to be conducted on-site.

2. The ADU reported in substance that the Club’s responsible person blamed them because the doping control was not announced earlier and he refused to read the information paper with regards to doping controls in the competitions. An accreditation with limited access, i.e. press access, was provided; no seat was made available during the match and the information that no chaperon was available given. The person repeatedly refused to talk to the ADU and walked away several times. The intervention of the delegate did not help. The doping control could eventually be conducted.

3. On 8 March 2019, the EHF filed a claim with the EHF Court of Handball requesting the opening of disciplinary proceedings according to Article 28.5 of the EHF Legal Regulations against the Club, arguing that by displaying a lack of cooperation and support, the latter breached “Articles 1§1, §2 and 2§1 of the VELUX EHF Champions League Regulations, as well as Articles 5.2.1, 5.2.2 and 5.10.11” of the EHF Regulations for Anti-Doping. A statement of facts from the EHF Office and the report of the ADU were enclosed to the claim.

4. On 13 March 2019, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement in reply. The composition of the Court of Handball panel to decide the case was also communicated to the parties in the same document.

5. On 20 March 2019, the Club filed a statement that may be summarised as follows:

- The Club apologised for the inconvenience, agreed that the situation could have been handled better on their side but disagreed with the report of the ADU.
- It is true that the first contact was not correct, but the attitude of the ADU did not improve the situation, instead of formulating requests, they only made demands.
- The Match constituted a real organisational challenge since the playing hall was sold out, many side activities were planned and the Club’s organisational crew is limited in number. Had the ADU announced the



control simply few hours earlier instead of one hour, it would have been easier to provide them with all their demands.

- It is true that the anti-doping control room was not cleared up upon their arrival, however, the playing hall does not belong to the Club and immediate instructions were given to make it available.
- The Club's responsible did not refuse to read the ADU's paper but simply stated that he believes the ADU and does not need to read it.
- Regarding the accreditation issue, the Club had no other option but to provide a press accreditation at this moment, however, the security staff was informed by the Club to let the ADU have all-access in practice. Since there is a harmonised accreditation system in the VELUX EHF Champions League, a solution could be to provide the ADU with an all-access accreditation for the entire season to prevent last minute requests that cannot be met.
- Regarding the seating issue, the Club did not have any available seat since the playing hall was sold out but offered the ADU to either try to find any free spot or to stand with the Club's responsible person. Instead, the ADU sat in an area reserved for people with disability. Not to create any further problem, as the communication was already complicated, the Club decided to allow it.
- Regarding the chaperons, the Club offered to ask either flag kids or team leaders. Both options were rejected.
- Other clubs and National Federations informed the Club on a similar behaviour adopted by the ADU. A

different handling could consequently been found to avoid unpleasant circumstances and a better organisation could be found.

II. Decisional Grounds

1. In registering for EHF competitions, handball clubs agree to respect and apply the regulations governing this competition in all aspects. The Club signed the pledge of commitment whereby it is stated that by registering for participation, all entrants accept the conditions applicable for the Competition, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at European level.

2. Chapter XIV entitled "Anti-Doping", Articles 1§1, §2 and 2§1 of the VELUX EHF Champions League Regulations state:

"Anti-doping controls may take place before, during and after a match of the VELUX EHF Champions League in accordance with the EHF Regulations for anti-doping.

In case of an anti-doping control, the anti-doping officer/s shall have easy access to the substitution area

An Anti-Doping infrastructure complying with the WADA Anti-Doping Code and the EHF Regulations for Anti-Doping applicable at the date of the beginning of the VELUX EHF Champions League (incl. Qualification Tournament) shall be available in all EHF Event venues/arenas. Such infrastructure shall include without limitation:



- An anti-doping room with working infrastructure (2 tables, 4 chairs, control equipment, etc.) for the anti-doping control staff
- A refrigerator filled with small water bottles;
- A direct access to a toilet;
- A waiting room;
- Personnel (Chaperons) for assistance, supervision of red card players, etc.”

3. According to Articles 5.2.1, 5.2.2 and 5.10.11 of the EHF Regulations for Anti-Doping:

“5.2.1. Subject to the jurisdictional limitations for Competition Testing set out in article 5.3 of the Code, All Players participating in Competitions or under the jurisdiction of a National Federation of the EHF shall be subject to In-Competition Testing by the EHF Anti-Doping Unit at a Competition in which they participate.

5.2.2. All Players participating in a Competition or under the jurisdiction of a National Federation of the EHF, including Players serving a period of Ineligibility or a Provisional Suspension shall also be subject to Out-of-Competition Testing at any time or place, with or without advance notice by the EHF Anti-Doping Unit. Target Testing shall be made priority.

5.10.1. The testing procedure shall be in conformity with the requirements of the International Standard for Testing and Investigations. The article below provides information on the procedure for the collection of Samples under the jurisdiction of the EHF at EHF Competitions and also for Out-of-Competition Testing. In the event of any conflict with the International Standard for Testing and Investigations,

the International Standard for Testing and Investigations shall prevail.”

4. It follows therefrom that a broad range of obligations in connection with anti-doping controls had to be implemented by the Club within the course of the Match organisation, which included, a dedicated room, personnel and adequate access to the substitution area as expressly referred to but not only since an anti-doping control inherently requires freedom to move for the ADU.

5. Additionally, the aforementioned regulations clearly specify that anti-doping controls may take place, announced or unannounced.

6. Hence, the Panel finds that the Club must have met all obligations as part of the Match preparation. By assuming that a control would not take place, a negligent attitude was displayed and regulations were breached.

7. In accordance with Article 12.1 of the EHF Legal Regulations, the Panel shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as mitigating circumstances within the frame provided in Article 14 and, when relevant, the List of Penalties.

8. In this perspective, the Panel hereby finds Article D.2. a) of the EHF List of Penalties relevant as they state and define as follows:

“a. Availability of the playing hall/Availability of the required facilities, equipment and/or venue infrastructure in



the playing hall and related areas: Fine from €1.000 to €7.500.”

9. The Panel has carefully read all documents of the present case and in particular the statements from ADU and the Club.

10. It is also noted that a clear tension built up between the ADU and the Club which led to inefficient cooperation and coordination, being detrimental to the carrying out of a doping control. The Panel understands the Club's argument according to which the organisation of the Match was already burdensome and takes it into account while defining the type and extent of the sanction.

11. Nonetheless, it can clearly be established that the Club was not ready when the ADU arrived in the playing hall since none of the aforementioned obligations were met and no element can exonerate the Club from its responsibility in this regards.

12. In addition, anti-doping matters constitute a crucial part of our sport, in this perspective, it is essential to adopt a proactive attitude and not to take the chance that no control will take place in order to save time and costs. Based on the elements submitted to the Panel in this case, none of the reported violations had involved additional financial costs from the Club.

13. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.2 a) of the EHF List of Penalties, the Panel decides to impose on the Club a fine of €2.000 (two thousand Euro) for having failed to

provide adequate cooperation and support to the ADU.

III. Decision

The Club shall pay a fine of €2.000 (two thousand Euro) for having failed to provide adequate cooperation and support to the EHF Anti-Doping Unit.



**EHF Court of Handball
Decision
Case n° 19 20590 3 1 CoH
24 May 2019**

In the case against

Player X...

Panel

Henk Lenaerts (Netherlands)
Viktor Konoplyastyi (Ukraine)
Libena Sramkova (Czech Republic)

Direct Disqualification; Brawl; No Further
Punishment;

I. Facts

1. On 5 May 2019, the 2nd leg of the 2018/19 VELUX Champions League Quarter Finals between club Y... and club X... took place (the "Match").

2. At the 59:34 minute, the player n°13 of club X... (the "Club"), player X... (the "Player") was directly disqualified.

3. On 6 May 2019, the EHF referees of the Match sent a report in which it is explained that the player was disqualified according to Rule 8.5 of IHF Rules of the game "due to pushing from behind to another player and touched his face".

4. On the same day, the EHF referees sent an additional statement by email to the EHF Office whereby they explain that, at first, they gave a third two-minute suspension to the Player. After reconsideration, it was decided that a direct disqualification was more appropriate.

5. On 9 May 2019, the EHF forwarded the referees' report and the match report to the EHF Court of Handball and requested the opening of disciplinary proceedings according to Article 27.2 of the EHF Legal Regulations against the Player as regards his behaviour. A link to the video available on ehfTV was also enclosed.

6. On the same day, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court.

7. On 13 May 2019, the composition of the Court of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties.

8. On 15 May 2019, the Club sent a statement whereby it is in substance underlined as follows. The foul from the Player was an "ordinary foul", as can be seen on the video, for which he the latter should not have been directly disqualified. The Club recalled that the referees first indicated a two-minute suspension before changing their mind. The Club is also of the opinion that the Player did not touch the opponent in the face since he had "his right arm on the opponent's player's right shoulder and his left hand [...] under opponent's player's left hand". In addition, the Player was standing behind his opponent and could therefore not hit the latter's face. Finally, right after the foul, the Player was attacked verbally and physically by two opponents and, despite such behaviours, he managed to keep calm. The Player "just put his arms in the air and did nothing". In the light of the above, the Club kindly requests the Panel not to impose any sanction beyond the



direct disqualification since this punishment is deemed to be sufficient.

II. Decisional Grounds

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a player's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 59:34 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

2. The decision whether a player's action should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the EHF Court of Handball's sole discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

3. The Panel has carefully examined and evaluated the EHF claim, the EHF referees' report as well as the video of the incident.

4. The Panel observes that in the last minute of the Match, following a turnover caused by an offensive foul committed by the Player, the latter was running back to his defensive position, and fouled an opponent in possession of the ball while trying to stop him. The Player pushed his opponent from behind. He had both arms on the opponent's body and tried to hold him in order to prevent his fall. The Player's teammate unintentionally hit the

opponent in the face when coming to assist the Player in a defensive position.

5. The Panel would like to draw the attention of the Player to the fact that this kind of reckless behaviour should be avoided, in particular when taking into account the circumstances of the Match at this very point in time.

6. In addition, the Panel also wishes to make clear that the altercation having followed is irrelevant in the present case since the review and assessment is hereby limited to the Player's behaviour having led to his direct disqualification.

7. This being said, and with regards to the behaviour as such, the Panel finds that the action does not present a particular violence or strength, the characteristics of an assault and/or a serious danger to the opponent's health, nor being particularly malicious in order to require further sanctions. Indeed, the foul remain an acceptable foul taking place within the course of a normal defensive motion. In light of the circumstances of the given situation, the Panel finds the sole direct disqualification imposed adequate and sufficient.

8. Hence, the Court of Handball decides that no further sanction beyond his direct disqualification from the Match shall be imposed on the Player.

III. Decision

No sanction beyond his direct disqualification is imposed on the player X....



**EHF Court of Handball
Decision
Case n° 19 20588 3 1 CoH
24 May 2019**

In the case against

Players X..., Y..., Z...
Officials A..., B...
Club X...

Panel

Henk Lenaerts (Netherlands)
Viktor Konoplyastyi (Ukraine)
Libena Sramkova (Czech Republic)

Players' and Officials' Improper and Threatening Conduct; Altercation; Team's Unsportsmanlike Conduct; Fines.

I. Facts

1. On 5 May 2019, the second leg match of the 2018/19 VELUX EHF Champions League Quarter Finals between the club X... and the club Y... was hosted (the "Match") by the club X...

2. At the 59:34 minute of the Match, a verbal and physical altercation began which players and officials of both clubs took part to various extents. A match interruption subsequently occurred.

3. On 9 May 2019, the EHF filed a claim with the Court of Handball requesting the opening of disciplinary proceedings according to Articles 27.2 and 28.6 of the EHF Legal Regulations against (i) Player X... ("Player 1"), Player Y... ("Player 2"), Player Z... ("Player 3"), (ii) Official A... ("Official 1"), Official B... ("Official 2") for their behaviour during a verbal and physical altercation and (iii) the Club for the behaviour of its players and officials as

well as for having failed to ensure security and good order at all times since a player that had already been disqualified was able to enter the court to take part in the altercation. The EHF underlined that players and officials took part in an altercation at the 59:34 minute and one of the Club's players who had been previously directly disqualified tried to enter the playing court. Hence, the EHF argued the aforementioned players and officials, as well as the Club violated the principles of fair play and sportsmanship set forth in the VELUX EHF Champions League Regulations and the Code of Conduct signed by the Club. The match report, a statement of facts from the EHF, the delegates' reports, the referees' report, the Club's registration form and code of conduct as well as an internet link to a video of the Match were provided along with the EHF claim.

4. On the same day, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The players, officials, and the Club were invited to send a statement to the Court of Handball.

5. On 13 May 2019, the composition of the panel (the "Panel") nominated to decide the case was communicated to the parties.

6. On 16 May 2019, the Club sent a statement that may be summarised as follows insofar as relevant for the present case; video footage of the altercation shot from the stands behind the judges' table and a photograph of an opponent giving his middle finger were enclosed:

- The opposing team, and one (1) player in particular, displayed a provocative and aggressive behaviour towards players and officials of the Club during both legs of the Quarter Finals.
- The behaviour of the opposing player for which he was directly disqualified at the 59:34 minute was unnecessary since the result of the match and thus of both legs was already settled. It is the latter's attitude that triggered the altercation.
- An opponent restarted the altercation that came to an end.
- Player 3 left the stands only to calm his teammates and returned to the seat designated for players having received a red card immediately afterwards.
- The opposing coach crossed the middle line to "chase" and insult the Club's coach during the altercation.
- The Club's coach put an end to the altercation by requesting a timeout.
- The four-minute altercation also included the aforementioned timeout.
- Security had no possibility to enter the playing court and it would have been unnecessary in the given situation. The altercation took place only because of the opponents' behaviours, i.e. player n°13's red card and player n°21 hit on the Player 2's head.
- In Serbian, "Picku Mater" is not "considered as a direct insult to a person" but rather "a general swearing" such as "shit". Official 2 did not address this insult to one of the EHF delegates.
- The Club always respects and has based its value on sportsmanship and fair play. This is demonstrated by the Club's clean disciplinary record which

must be included as a mitigating circumstance. A tribute to the opposing club was even paid before the Match.

II. Decisional Grounds

A. Factual Background

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incidents at the 59:34 minute of the Match is confirmed and undisputed:

- A brawl of a limited physical intensity involving most players and officials of both teams took place following a foul committed by a player of HC Vardar.
- The brawl caused a match interruption of approximately three (3) minutes and thirty (30) seconds.
- An excluded player from the home team left the stands and tried to enter the playing court.
- An official of the Club was directly disqualified during the brawl. While leaving the playing court, he threw his accreditation in the stands.

B. Pledge of Commitment

2. In registering for EHF competitions, handball clubs agree to respect and apply the regulations governing this competition in all aspects. The Club signed the pledge of commitment on 23 May 2018 whereby it is stated that by registering for participation, all entrants accept the conditions applicable for the Competition, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations. The compliance with all applicable rules is the minimum



condition to offer fair and professional handball competitions at European level.

3. Based on this legal basis, the Panel has assessed the factual situation in light of the various applicable regulations as follows.

C. Regulatory Framework

a. General Legal Bases

4. IHF Rule of the Game 16:8 states as follows in its first paragraph:

“A disqualification of a player or team official is always for the entire remainder of the playing time. The player or official must leave the court and the substitution area immediately. After leaving, the player or official is not allowed to have any form of contact with the team.”

5. The official interpretation of the aforementioned Rule of the Game states as follows in its first paragraph:

“Disqualified players and officials must leave the court and the substitution area immediately and must not have any contact with their team afterwards.”

6. Article 6.1 of the EHF Legal Regulations states as follows:

“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction.”

7. Article 12.1 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”

8. Articles 14.1, 14.2 and 14.3 of the EHF Legal Regulations state as follows:

“The EHF administrative/legal bodies may impose the following penalties/measures on member federations/associated federations and clubs:

- *warning;*
- *administrative/organisational measures;*
- *fines (including administrative fines);*
- *deduction of some or all points scored in the competitions concerned; forfeiture;*
- *suspension from participation in international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *exclusion from participation in future international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *cancellation of matches;*



- *annulment/correction of the match result;*
- *match replay;*
- *ban on the venue;*
- *ban on spectators;*
- *withdrawal of a title or award;*
- *supervision of matches.*

A fine shall not be less than 100€ and shall not be more than 500.000€.

The penalties and measures named above may be imposed individually or cumulatively.”

9. Articles 15.1, 15.2 and 15.3 of the EHF Legal Regulations state as follows:

“The EHF administrative/legal bodies may impose the following penalties on individuals:

- *warning;*
- *suspension from participation in international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *temporary or permanent suspension from carrying out a function within the EHF;*
- *fines (including administrative fines);*
- *exclusion from participation in future international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *withdrawal of a title or award*

A fine shall not be less than 100€ and shall not be more than 100.000€.

The penalties named above may be imposed individually or cumulatively.”

b. Legal Bases Relating to the Altercation

10. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations Introduction states:

“The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results.”*

11. According to the EHF Code of Conduct agreement:

“Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The goal of the competition is to give one’s best effort while displaying honesty, integrity, and sportsmanship.”

12. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of



their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly."

13. Article B.2. of the EHF List of Penalties states that unsportsmanlike conduct before, during or after a competition may be sanctioned as follows:

"Suspension/Exclusion up to 1 year / Fine: up to €15.000

If act of violence/severe unsportsmanlike conduct: Suspension/Exclusion up to 4 years / Fine: up to €80.000"

14. Article B.3 of the EHF List of Penalties states that an improper, menacing, intimidating conduct towards Officials or opponents before, during or after a competition may be sanctioned as follows:

"Suspension/Exclusion up to 1 year / Fine: up to €15.000"

c. Legal Bases Relating to Security and Good Order

15. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

"All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff."

16. Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations states as follows:

"The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply."

17. According to Article B.4. of the EHF List of Penalties, failure to maintain discipline on the playing court and/or inadequate protection of referees, officials or the visiting team may be sanctioned as follows:

"Fine: up to €15.000 / Ban on venue may be imposed

The sanctions defined in the catalogue of penalties of the EHF Rules on Safety and Security Procedure shall be an integral part of these Regulations and may be applied cumulatively."

18. According to Article 7 of the EHF Rules on Safety and Security Catalogue of Penalties:

"Invasion of the playing court by an unauthorized person shall be punishable by a fine not exceeding €7.500."

D. With Regards to the Altercation

19. In compliance with the regulatory framework defined in the Decisional Grounds III. A and B above, the Panel hereby finds that fair-play and sportsmanship constitute cornerstone principles of our sport. It follows therefrom that it is the duty and obligation of players, members, officials and any other persons exercising a function to ensure the enforcement of these principles and subsequent obligations at all time. Any violation may



trigger the sanctions as referred to above. All the above constitutes the common legal framework to be applied by the Panel to assess and, if deemed necessary, sanction the behaviours of the players, the officials and the Club.

a. As to the Behaviour of Player 1 and Player 2

20. The Panel has carefully reviewed all documents in hand, and in particular the video footage received and undoubtedly hereby concludes that Player 1 is the actual initiator of the brawl, together with Player 2 to a lesser extent.

21. Indeed, following the foul committed by the opponent n°13 that eventually led to his direct disqualification, Player 1 ran after the former yelling and aggressively pushed him in the back with both arms while Player 2 ran after the opponent but did not initiate any physical contact, partly because he was repeatedly held back by his teammates.

22. The Panel consequently firmly disagrees with the Club's argument consisting in shifting the responsibility to the opposing team. While it is true that the opponent n°13 committed a foul, this foul was adequately sanctioned and he was calmly walking out of the playing court when Player 1 and Player 2 attacked him. No objective justification can be found to justify such behaviour.

23. The Club contends that the intensity of the push was limited which is displayed by the fact that the opponent did not lose his balance. The Panel hereby underlines that such an argument is relevant insofar as to define the type and extent of the sanction, but is not a ground for exoneration. In this

perspective, it must make clear that no act of revenge or self-justice shall be tolerated; the gesture of the player is in no way related to any acceptable behaviour to be adopted on or off a handball playing court. Additionally, this behaviour is detrimental to the image of handball.

24. Hence the Panel finds such reckless and aggressive behaviours unsportsmanlike and shall be subject to sanctions. Based on the aforementioned Articles 6.1, 12.1 and 15.1 of the EHF Legal Regulations, as well as Articles B.2 and B.3 of the EHF List of Penalties, a fine of €3.000 (three thousand Euro) is imposed on Player 1, and a fine of €2.000 (two thousand Euro) is imposed on Player 2.

b. As to the Behaviour of Player 3

25. Player 3 received a red card at the 56:58 minute of the Match following a third two-minute suspension. He was thus seated in the spectators stands, at the designated seat for disqualified players when the brawl began.

26. The Club argues that he entered the playing court only to calm down his teammates and resolve the situation.

27. The Panel agrees with this explanation based on the elements available since no piece of evidence demonstrates that Player 3 physically or verbally assaulted any opponent. However, this explanation is only relevant to define the type and extent of the sanction to be imposed but does not trigger any exoneration.

28. Indeed, as clearly mentioned in 16:8 of the IHF Rules of the Game, once disqualified, a player is not entitled to



come back to the playing court as he does not have the status of an eligible player any longer but rather the one of a spectator. In the present case, the situation was already particularly tense, the entry of an additional player can only be detrimental and lead to the escalation of the brawl. In addition, it is not the duty of a player, and even less of a disqualified player, to enforce good order on the playing court.

29. Hence, the Panel finds the behaviour of Player 3 improper and subject to further sanction. Based on the aforementioned Articles 6.1, 12.1 and 15.1 of the EHF Legal Regulations, as well as Articles B.2 and B.3 of the EHF List of Penalties, a fine of €2.000 (two thousand Euro) is imposed on Player 3.

c. As to the Behaviour of Official 1 and Official 2

30. The facts regarding the behaviour and direct disqualification of Official 1 are undisputed by the Club. It is therefore clearly established that the former displayed an aggressive verbal and non-verbal attitude, i.e. insulting, shouting and throwing an item in the direction of the stands while rushing off the court.

31. The facts regarding the behaviour of Official 2 are questioned by the Club with regards to the meaning of the insult used in the given context, i.e. "Picku matter". The EHF, based on the report of the EHF delegate contends that the insult was addressed directly to the delegate and, in this context, meant "fuck your mother's pussy". The Club argues that the insult was not targeted to anyone in particular and thus meant the equivalent of "shit".

32. The Panel hereby relies on the conclusive value of the evidentiary documents available. In this respect, reports from EHF officials constitute expert documents and must thereby be deemed conclusive until proven otherwise. In the present case, the Club did not provide any convincing elements to enable the Panel to establish a reasonable doubt with regards to the clear description made by the EHF delegate, and in particular with regards to the context in which the insult was formulated. The delegate's report is thus regarded as conclusive and the Panel finds itself comfortably satisfied to establish that the insult was directly addressed at the EHF delegates.

33. The Court of Handball finds that Official 1 and Official 2 adopted and displayed improper, menacing and intimidating conducts towards EHF officials at the end of the Match. Such behaviours are detrimental to the proper running of an official EHF competition match, go against the spirit of fair-play and may ultimately damage the image of handball. Teams' officials have the obligation to adapt and display a sportsmanlike attitude towards officials at any time before, during and after the match. Subsequently, this improper conduct deserves further sanctions.

34. Hence, in accordance with the EHF legal bodies' case law and pursuant to Articles 6.1, 12.1 and 15.1 of the EHF Legal Regulations and B.3 of the EHF List of Penalties, the Panel decides to impose a fine of €2.000 (two thousand Euro) on both Official 1 and Official 2.



d. As to the Team's Behaviour

35. As a preliminary point, with regards to the Club's point of view according to which the opposing team and spectators behaved provocatively throughout the Quarter Finals. This argument is not substantiated and the Panel hereby underlines that stressful and tense situations are inherent to professional handball and in particular to such top level oppositions. Hence, such an element is irrelevant and is neither regarded as a mitigating circumstance nor as a ground to exonerate the Club from its responsibility.

36. Beyond the Club's players and officials individually sanctioned above for their specific behaviours, more players and officials of the Club involved themselves in the altercation, entering the playing court without any authorisation. The finding of the Panel with regards to Player 3 is also applicable to the entire team. The situation was already particularly tense; the entry and subsequent involvement of additional members from the team can only be detrimental and lead to the escalation of the altercation. Additionally, it is not the duty of the team members to enforce good order on the playing court.

37. Hence, through the team involvement in a physical altercation, and in light of the behaviour of the protagonists, the Panel finds that the Club contravened the principles of fair-play and sportsmanship, displaying instead inappropriate and unsportsmanlike conducts, such behaviour can only give a negative image and consequently be detrimental to the sport as a whole. Thus, the Panel considers that further sanctions must be taken against the Club.

38. While defining the extent of the sanction to be imposed, the Panel takes into account the pro-active attitude of the Club's coach who tried to calm down the situation by requesting a team timeout as well as the fact that although the altercation was visually impressive due to the large number of persons involved, the physical intensity remained limited and no act of violence was committed.

39. Consequently, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.2 of the EHF list of Penalties, the Panel decides to impose on the Club a fine of €4.000 (four thousand Euro).

E. With Regards to Security and Good Order

40. On the basis of the Decisional Grounds III. C, the obligation to ensure safety, security and good order at all time is with the hosting entity, namely the Club in the present case. The latter is thus solely responsible for the security shortcomings having enabled Player 3 to leave the spectators stands to enter the playing court. As already mentioned, Player 3 had been directly disqualified earlier during the Match and thereby had the status of a spectator, security measures shall thus be implemented accordingly.

41. Hence, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.4 of the EHF list of Penalties and Article 7 of the EHF Rules on Safety and Security Catalogue of Penalties, the Panel decides to impose on the Club a fine of €1.000 (one thousand Euro).

42. For the sake of completeness, it is hereby emphasised that the Club clean



disciplinary record with regards to such infringement is taken into account to limit the extent of the sanction.

III. Decision

Due to their unsportsmanlike conducts during the Match, a fine of €3.000 (three thousand Euro) is imposed on Player 1, and fines of €2.000 (two thousand Euro) are imposed on Player 2, Player 3, Official 1 and Official 2.

Due to the unsportsmanlike conduct of their players and officials during the Match, a fine of €4.000 (four thousand Euro) is imposed on club X....

Due to the failure ensure good order and security throughout the Match, a fine of €1.000 (one thousand Euro) is imposed on Club X....



**EHF Court of Handball
Decision
Case n° 19 20579 2 1 CoH
28 June 2019**

In the case against

Club X...

Panel

Henk Lenaerts (Netherlands)
Elena Borrás (Spain)
Ioannis Karanasos (Greece)

Release of National Team Players; Player Eligibility Code; Serious Violation; Fine

I. Facts

1. On 4 September 2018, the Handball Federation of X... (the "Federation") requested the club Y... of the Y... federation (the "Club") to release two players, i.e. A... and B... (the "Players") to take part in the Women's World Championship Qualification from 23 September to 31 September 2018. The Club did not reply.

2. On 19 October 2018, the Federation requested the Club to release the Players to take part in the Women's World Championship Qualification from 19 November to 4 December 2018.

3. On 18 November 2018, the Club replied that the Players could not take part in the national team activity, arguing that due to on-going administrative procedures to obtain a work permit in Poland, the Players were not allowed to leave the country.

4. On 19 November 2018, the Federation reminded the Club to release the Players

and argued that in case of failure, it would constitute a violation of the IHF Player Eligibility Code Articles 7.4.2 and 7.4.4.

5. On 4 January 2019, the Club sent a non-translated documentation in their national language.

6. On 8 February 2019, the Federation's legal representative addressed a letter to the EHF whereby a factual summary of the situation is made and the EHF is invited to find a solution to solve the matter and to formulate a proposal as to how the Federation can be compensated.

7. On 20 February 2019, the EHF filed a claim with the Court of Handball requesting the opening of disciplinary proceedings against the Club according to Article 28.5 of the EHF Legal Regulations, arguing that by failing to release the Players, the Federation infringed Article 7 of the IHF Player Eligibility Code and shall be penalised accordingly. The Federation's requests and reminder sent to the Club, the Club's responses, the official calendar for 2018/19 sent by the EHF on 19 December 2017, the letter from the Federation's legal representative and the IHF Player Eligibility Code were enclosed to the claim.

8. On 21 February 2019, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement in reply.

9. On the same day, the composition of the Court of Handball panel (the "Panel") to decide the case was communicated to the parties.

10. On 24 March 2019, the Federation filed an additional statement whereby it is argued, based on pictures, that a work permit for the Club's country can be delivered in the respective embassy in the Federation's country within one (1) to seven (7) days and that a residence permit for Poland takes from three (3) to ten (10) months to be processed by the Polish authorities.

11. On 26 March 2019, the additional statement filed by the Federation was communicated to the Club and to the its Handball Federation, the Panel informed them that this statement was added to the set of evidentiary documents and a deadline was set to submit a statement in reply.

12. No further document was filed.

II. Decisional Grounds

General Remark Concerning the Absence of Statement from the Club

1. The Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with any documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In this perspective, the Panel regrets that the Club did not file any statement within the course of the proceedings.

Factual Background

2. The Panel underlines that the Federation sent two requests to the Club

to release the Players to take part in National Team's activities :

- The first one was sent on 4 September 2018, i.e. twenty four (24) days before the beginning of the Federation National Team's activities. The Club did not reply.
- The second one was sent on 19 October 2018, i.e. thirty one (31) days before the beginning of the Federation National Team's activities. The Club sent a reply to the Federation on 18 November 2018, i.e. only one (1) day before the day for which the latter had requested the Players.

Legal Bases

3. According to Article 7.1.3.4 of the IHF Player Eligibility Code:

"The dates of release in accordance with 7.1.3 shall be communicated in writing to the clubs concerned and to the National Federations concerned not later than 30 days prior to the beginning of the national team's activity.[...]. A copy of such an invitation to a national team activity shall also be sent to the IHF and the Continental Confederation concerned."

4. Article 7.1.2 of the IHF Player Eligibility Code states:

"A club having a foreign player under contract shall release such player to his National Federation if he is called up to take part in activities of that federation's national team."



5. Article 7.4.4 of the IHF Player Eligibility Code states:

“A club which, in violation of these Regulations, fails to release a player who is able to play and who is called up by his National Federation, or prevents such a release, shall be penalised in accordance with the IHF Regulations concerning Penalties and Fines and the disciplinary regulations of the Continental Confederation concerned.”

6. Article B.5 of the List of Penalties states that fundamental violations of EHF Statutes and Regulations may be sanctioned as follows:

“Fine from €150 up to €30.000”

As to the Validity of the Federation’s Requests.

7. The Panel notes that the Federation sent its first request to the Club to release the Players for the period from 23 September to 31 September 2018 after the thirty-day period as required under the aforementioned Article 7.1.3.4 of the IHF Player Eligibility Code. The Panel is of the opinion that this period is very a crucial condition and thereby, if it not met, is such as to release the Club from its obligation to release the Players. Indeed, this period of thirty days is essential to ensure a proper cooperation between the various organisations and persons involved to organise all necessary formalities inherent to the release of international players.

8. Nevertheless, with regards to the first request, the Panel wishes to underline that, even though the Federation sent a delayed request to the Club, the latter

displayed a negligent and passive attitude as it remained silent and did not provide any reply to the Federation. This attitude is taken into account while assessing all objective and subjective elements of the case in order to define the type and extent of the sanction to be imposed.

9. With regards to the second request sent to the Club, the Federation met the required deadline but failed to send a copy of its request to release the Players to the IHF and the EHF. However, in opposition contrary to the thirty-day period requirement, the Panel considers that the obligation to send a copy of the request does not constitute a crucial condition since it is merely to keep both umbrella organisations informed. Hence, the Club had the obligation to release the Players for the period from 19 November to 4 December 2018.

10. Hence, the Panel finds the claim filed by the EHF with regards to the second request sent by the Federation to the Club to release the Players to take part in the Women’s World Championship Qualifications from 19 November to 4 December 2018 admissible.

As to the Seriousness of the Violation

11. The Panel wishes to begin by reminding the Club that it is bound by the IHF Player Eligibility Code and consequently has the obligation to release the Players if their respective Federation called them up to take part in activities of their national team.

12. This rule constitutes the cornerstone and a sine qua non of the existence of national team competitions; it also aims to ensure the harmony of international



competitions and the constant professionalisation of our sport in Europe and in the world. Consequently, the obligation deriving from the aforementioned rule is essential and shall be strictly enforced by clubs.

13. With regards to the Club's argument relating to administrative delays to issue the Players' work permits. The Panel has doubts as to the veracity of such allegation, especially due to the lack of translation of the given document and in light of the Federation's evidence provided on 24 March 2019 to demonstrate the rather simple and fast procedure to obtain work permits. Nevertheless, the Panel hereby stresses that administrative tasks are inherent to the hiring process of foreign players; this process could therefore not be ignored and could have been predicted by the Club at the time when they decided to hire the Players. No excuse is thus such as to exonerate the Club from its obligation to release the Players for the second period.

14. Hence, the Panel finds that, by not releasing the Players to the Federation to take part in the Women's World Championship Qualification, the Club breached an essential obligation. Furthermore, the Panel notes that the Club repeatedly adopted the same passive attitude towards the Federation which is regarded as aggravating circumstances.

15. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.5 of the EHF List of Penalties, the Panel decides to impose on the Club a fine of €4.500 (four thousand five hundred Euro) for having failed to release the Players to the

Federation to take part in the Women's World Championship Qualification.

16. Finally, and for the sake of completeness, the Panel finds that no document in support of the request for compensation for costs and damages allegedly incurred and suffered was provided.

III. Decision

The club X... shall pay a fine of €4.500 (four thousand five hundred Euro) for having failed to release two national team players to their respective national team.



**EHF Court of Appeal
Decision
Cases n° 18 20529 4 2 CoA
n°18 20535 4 2 CoA
n°18 20539 4 2 CoA
10 December 2018**

In the appeal filed by

Club X...

Panel

Jens Bertel Rasmussen (Denmark)

Roland Schneider (Switzerland)

Nicolae Vizitiu (Moldova)

EHF's Exclusive Advertising Rights; Left Sleeve Badge; Competing Sponsor; Late Information with Regards to Sponsorship Exclusivities.

I. Facts

The facts of the case may be summarised as follows:

1. The Group Phase match (Round 2) of the 2018/19 VELUX EHF Champions League (the "Competition") between the club X... (the "Club" or the "Appellant") and the club Y... took place on 16 September 2018 ("Match 1"). The Club took the decision to cover the logo of the premium sponsor of the Competition (the "Premium Sponsor") affixed on the left sleeve of the players' shirts with blue tape.

2. The Court of Handball reached a decision on 21 September 2018, in the case n°18 20529 4 1, whereby the Club was imposed a fine of €12.500 for having violated the EHF's advertising rights in connection with the left sleeve of the players' shirts. A part of the fine was

imposed on a suspended basis for a period of two (2) years ("Case 1").

3. The Club lodged an appeal against the aforementioned decision on 28 September 2018 ("Appeal 1") for which proceedings were officially opened on 2 October 2018. This information was provided in a letter also containing information relating to (i) the composition of the Court of Appeal panel nominated for the case (the "Panel") and (ii) a deadline to file additional elements if wished by the parties.

4. The entire file of first instance was sent to the parties on 9 October 2018, together with a letter whereby the date of the hearing was set.

5. Based on the Club's request, and in accordance with Article 12.2 of the EHF Legal Regulations, a hearing took place in person in Vienna on 18 October 2018. The Club was represented by an attorney-at-law, the EHF by its Legal Manager, the three members of the Panel were assisted by the Court of Appeal's secretariat, and the Managing Director of the EHF Marketing GmbH ("EHFM") party attended the discussions as an observer. The protocol of the hearing was agreed upon by all parties and officially communicated to the parties on 25 October 2019. Furthermore, additional documents requested by the Panel in connection with a temporary compromise and subsequent exemption granted by EHFM for the 3rd Round of the Competition, i.e. authorisation to affix the logo of the charity partner for away matches, were provided by both parties in due time.



6. The Club filed an appeal on 19 October 2018 (“Appeal 2”) against the decision of the Court of Handball rendered on 12 October 2018, in the case n°18 20535 4 1 (“Case 3”), whereby the Club was imposed a fine of €12.500 for the same infringement as the one at stake in Appeal 1, but instead of covering the Premium Sponsor with blue tape, the logo of the Competition’s charity partner was affixed within the framework of the 4th Round of the Competition played away on 6 October 2018 (“Match 2”). The Club requested a hearing to be held.

7. Proceedings were officially opened on 23 October 2018 in a letter whereby the parties were informed on (i) the composition of the panel nominated to decide the case, i.e. same composition as the Panel, (ii) the fact that Appeal 1 and Appeal 2 were joined since the two cases relate to the same type of violation in order to ensure legal certainty and a swift decision-making process and were provided with (iii) an additional deadline to submit documents.

8. The Club filed a third appeal on 26 October 2018 (“Appeal 3”) against the decision of the Court of Handball rendered on 19 October, in the case n°18 20529 4 1 (“Case 2”), for an identical violation as the one at stake in Appeal 2 within the course of the 5th Round of the Competition played away on 14 October 2018 (“Match 3”). The Club requested once again a hearing to be held.

9. Proceedings were officially opened on 29 October 2018, the parties were similarly informed on (i) the composition of the panel nominated to decide the case, i.e. same composition as the Panel, (ii) the fact that Appeals 1, 2 and Appeal 3

were joined since the two cases relate to the same type violation in order to ensure legal certainty and a swift decision-making process and were provided with (iii) an additional deadline to submit documents.

10. The Panel sent a letter to the Club on 30 October whereby the latter is invited to confirm whether they wish to maintain their request to hold a hearing for Appeals 2 and 3 given the fact that a hearing already took place on 18 October 2018 for Appeal 1 which concerns a same type of violation. Hence, the Panel underlined doing so as it is competent to allocate the costs incurred to hold hearings and is subsequently responsible to ensure a rational cost management in the interests of the parties themselves.

11. The Club informed the Panel on 5 November 2018 on their decision to withdraw their request to hold hearings for Appeals 2 and 3.

II. Admissibility

1. The statements of appeal as well as the appeal fees have been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of all appeals filed. It is undisputed by the parties.

III. Position of the Club

1. The following is a summary of the club’s submissions from Appeals 1, 2 and 3 as well as from the hearing held in person.

2. The Club’s general and naming right sponsor (the “Club’s Main Sponsor”) remains the main financial source of income. The Club and the Club’s Main



Sponsor are bound by an agreement in which a branch exclusivity clause is contained and providing an approval right to the sponsor when it comes to the “exposure of logos, brands or signs of any other sponsor”. In case of breach, the Club may face the termination of the agreement that could trigger financial difficulties and the Club’s withdrawal from the Competition. The Club’s Main Sponsor since the Premium Sponsor is a direct competitor in the energy industry.

3. The Club therefore had no other choice but to cover or replace the Premium Sponsor’s logo during home and away matches.

4. According to Article 4.2 of the Competition’s Regulations, EHF had the obligation to provide all participants with the list of sponsors having branch exclusivity by 15 September 2018. EHF sent official information on 21 August 2018 on which the Premium Sponsor was not mentioned but only the industry concerned; EHF revealed the name of the Premium Sponsor on 7 September 2018.

5. As a result of the late information, the Club did not have sufficient time to deal with the conflict of interests and find a solution will all parties involved.

6. A solution was found to replace the Premium Sponsor’s logo with the one of the charity partner of the Competition, however, EHF allowed such exemption only to home matches. The Club does not understand the distinction made between home and away matches and underlined that there is no reasonable argument to justify an exemption for home matches and be sanctioned for affixing the charity

partner during away matches and stated that “it would be irrational to punish the Club for the alleged violation which upon mutual agreement does not constitute such anymore.

7. Hence, the fines imposed shall be deemed groundless.

8. In addition, the fines are “relatively high” given that the Club implemented all other obligations in connection with marketing and advertising matters. All efforts were therefore displayed to limit the impact of the infringement.

9. Finally, the Club stressed that within the course of the first instance proceedings in Case 1, due process was breached since the Court of Handball did not deem a hearing necessary despite the Club’s request, finding that all facts and arguments were comprehensive but still requested an additional information to EHF as to why the name of the Premium Sponsor was not announced in the letter dated 21 August 2018 and when was the name communicated. The Club did not even receive this communication.

10. Based on the following, the Club requests the Court to:

- Dismiss the decisions of the Court of Handball in Cases 1, 2 and 3; or
- Revoke the decisions and remiss the cases to the body of first instance; and
- Award the Club with the costs incurred within the frame of the proceedings.



IV. Decisional Grounds

As to the Assessment of the Factual Situation

1. The Panel, after having thoroughly examined and reviewed all documents provided within the course of all three cases and in light of the outcome of the hearing, the following facts are confirmed and undisputed:

- The Club covered with blue tape the Premium Sponsor's logo on the left sleeve of the players' shirts during Round 2 of the Competition.
- The Club replaced the Premium Sponsor's logo with the one of the charity partner of the Competition on the left sleeve of the players' shirts during Rounds 4 and 5 of the Competition.

As to the Legal Bases

2. The Club duly registered for the Competition, the registration form was signed on 24 May 2018 and the Polish Handball Federation did so on 4 June 2018. According to the pledge of commitment contained in the registration form:

"By registering for participation, all entrants in the 2018/19 EHF European Club Competitions accept the conditions applicable to the competition, the EHF statutes and regulations governing the competition including (without limitation) the EHF Legal Regulations, the EHF List of Penalties, the EHF Code of Conduct agreement, the EHF Data Privacy Statement and the arbitration agreement concerning the final settlement of disputes by the EHF Court of Arbitration. The

signatories ensure that the related obligations together with the arbitration agreement are forwarded to their members/associates and that their members/associates forward this obligation in turn to their members/associates.

This acceptance is confirmed by the club with below mentioned signature (signature to be affixed by a person having authority to commit the club)."

3. According to Chapter VII "Marketing Rights and Duties", Introduction, of the 2018/19 VELUX EHF Men's Champions League Regulations (the "Regulations"):

"The EHF is the right holder of the advertising rights relating to the VELUX EHF Champions League and therefore exclusively entitled to assign such rights to third parties. The EHF transfers the use of advertising rights for the 2018/19 season to EHF Marketing GmbH (EHFM) and entitles it to undertake the respective measures with regards to the usage of these rights."

4. According to Article 4.2 from the same Chapter of the Regulations:

"The branches of the official EHF/EHFM sponsors and partners are to be communicated to the home club until 15 August 2018 at the latest.

Thereafter the home club has to announce its 8 main and/or long term club sponsors to the EHF/EHFM until 22 August 2018 at the latest.

Any club sponsors that are announced later than the given deadline/time frame



are subject for a separate approval by EHF/EHFM.

Furthermore all exceptions are subject for written approval by the EHF/EHFM."

5. According to the Article 2.3, Chapter VI "Branding" of the Regulations:

"The official VELUX EHF Champions League players' badge shall exclusively be used on the players' shirt in the VELUX EHF Champions League. Starting with the Group Phase, the official players' badge is an obligation for all teams. There is no obligation to print the official VELUX EHF Champions League players' badge for the Qualification matches.

The EHF will provide all clubs participating in the Group Phase of the VELUX EHF Champions League with the layout of the official badges in digital form and for download in the Online Design Guide. The exact position is defined as indicated in the image below. The badge has to be printed on the left arm only. The indicated space around the badge has to be free from any advertisement or logo."

6. According to Article 6.1 of the EHF Legal Regulations:

"Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction."

7. According to Article 12.1 of the EHF Legal Regulations:

"Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed."

8. According to Article D.1. b) of the List of Penalties, violation of the applicable regulations regarding:

"Advertisement/badges on the team players kits / EHF exclusive advertisement rights on sleeves: Fine from €500 to €25.000 / Suspension of the player until correct implementation may be required."

As to the Assessment of the Club's responsibility

9. The Club therefore had the obligation to affix and display the Premium Sponsor's logo on the left sleeve of the players' shirts throughout the Competition. By not doing so, the Club violated its obligation and infringed the EHF's branch exclusivity right for which the Club is strictly liable and shall thus be sanctioned.

10. Under this regime of strict liability, either force majeure or an exception granted by EHFM may exonerate the Club



from its responsibility. None of the elements that may constitute a case of force majeure can be identified under the circumstances of the case. Regarding the possible exemption granted by EHF, the documents in hand clearly demonstrate that no exemption was granted for Match 1, 2 and 3, such as to release the Club from its obligation. The only exception granted by EHF applied to Round 3 of the Competition, based on a compromise under which the Club was allowed not to affix the Premium Sponsor's logo on the left sleeve during home matches only. The Club ended the compromise immediately after the respective match and EHF consequently withdrew the exception.

11. The Club argues that there is no reason for EHF not to grant an exception for away matches if it is granted for home matches. The Panel hereby underlines that the competence to grant an exception belongs solely to EHF based on reasons that do not fall under the Panel's scope of review which is limited to whether or not an exception was applicable at the time of the violations. Consequently, The Club's argument is irrelevant.

12. It follows therefrom that the Club's argument as to the absence of grounds of the sanctions imposed by the body of first instance is unfounded.

13. Thus, all remaining arguments brought forward by the Club shall be analysed solely for the purpose of defining the type and extent of the sanctions imposed by the Court of Handball and not within the perspective to exonerate the Club.

As to the Pressure from the Club's Main Sponsor

14. The Club contends that its main and naming sponsor operates in the same industry as the Premium Sponsor which violates the latter's branch exclusivity as defined in the sponsorship agreement. Affixing the Premium Sponsor's logo on the players' shirts would therefore constitute a breach of the agreement that may give sufficient grounds to the Club's sponsor to terminate the agreement which would threaten the existence of the Club.

15. While the Panel acknowledges and understands the complex situation in which the Club finds itself, the Panel agrees with the Court of Handball's findings which were clearly formulated in the decision rendered in Case 1 (i.e. no statements were filed within the course of the first instance proceedings in Cases 2 and 3) in §12 and §13 of the Decisional Grounds.

16. It is indeed the Club's sole responsibility to ensure that all applicable obligations are met and not hindered by any external sort of pressure, be it financial or political. Contracts entered into between the Club and third parties such as partners do not produce any effect towards neither the EHF nor EHF and it is the Club's duty to make sure that the content of these contracts do not interfere with any rights in connection with EHF's scope of exclusivity rights.

17. In addition to the comprehensive grounds provided by the Court of Handball, the Panel hereby wishes to add another relevant element discussed within the course of the hearing and confirmed



by the Club. The Club has participated in several editions of the VELUX EHF Champions League, i.e. since 2011. The EHF's branch exclusivities and related obligations do not constitute recent additions to the Regulations. The Club is therefore well aware of the situation and the possibility to face potential conflicts of interests. As also stated during the hearing, the Club had not foreseen any alternative solution to a situation quite likely to arise.

18. Finally, and as will be recalled at a later stage in the present decision, the Panel underlines that the Court of Handball has taken into account the Club's complicated situation while assessing the repeated violations and the application of Article 13 of the EHF Legal Regulations.

As to the Assessment of EHF's Delayed Information

19. EHF did not timely inform the participants of the Competition on the identity of the Premium Sponsor since the list of branch exclusivities was sent on 21 August 2018 instead of 15 August 2018 as defined in the Regulations and that the list mentioned the industry covered by the branch exclusivity only. In this regard, and for the sake of accuracy, the Panel hereby underlines that the name of the Premium Sponsor was revealed on 31 August 2018 and not on 7 September 2018.

20. The Club argues that this delay for which EHF is responsible had a crucial impact on the Club's decision to cover the Premium Sponsor's logo with blue tape during Match 1 and therefore that EHF's violation of the Regulations shall not have a negative impact on the Club since they were presented with a *fait accompli*.

21. The Panel hereby refers to the discussions having taken place during the hearing in which it was clearly identified that the Club did not adopt a proactive attitude when the letter was received on 21 August 2018 where only the industry falling under the scope of the branch exclusivity was mentioned and not the name of the Premium Sponsor yet. No contact was established with the EHF or EHF by the Club. Furthermore, and as already mentioned, the Club had no alternative solution to face the situation, whether the information had arrived timely or not, which is clearly confirmed by the repeated violations committed by the Club in Rounds 4 and 5 of the Competition.

22. Nevertheless, the Panel hereby acknowledges the delay relating to EHF's communication and agrees that it could have provided more time to find a suitable alternative. Yet, this element is relevant insofar as the first decision in Case 1 is concerned and it will then be taken into account accordingly further on in the present decision to reduce the amount of the fine imposed in the aforementioned case.

As to the Alleged Violation of Due Process

23. It is true that no hearing took place within the framework of the first instance proceedings in Case 1 and a clarification provided by EHF as to the reasons of the delayed information and communication was not provided to the Club.

24. However, a hearing took place within the course of these proceedings and all documents were communicated by the Panel to the Club with the possibility to present arguments and contradict any



assertion made in the clarification provided by EHF on 20 September 2018. Hence, any alleged procedural violation has been cured.

25. This is supported by the absence of similar argument in Appeals 2 and 3 on the Club's side as well as by the latter's withdrawal of the requests to hold further hearings.

As to the Proportionality of the Sanctions Imposed

26. For the sake of clarity the Panel hereby recalls that the sanctions imposed are as follows:

- A fine of €12.500, out of which €2.500 on a suspended basis in the case contended in Case 1;
- A fine of €12.500 in Case 2;
- A fine of €12.500 in Case 3.

27. The Club argues that these fines are "relatively high" within the range of sanctions foreseen in Article D.1. b) of the List of Penalties.

28. While assessing the proportionality of the sanctions, the Panel wishes to begin with the nature and seriousness of the violations at stake. In this respect, the Panel fully agrees with the views of the Court of Handball in Cases 1, 2 and 3 when finding that *"the EHF assigns the use of the Competition's advertising rights to the EHF to maximise the economic potential of these rights in order to further develop the sport handball via a system of redistribution among the respective stakeholders. In this perspective, sponsorship exclusivity represents one of EHF's most valuable assets to grant partners a special exposure and treatment*

to receive a significant economic counterpart. Hence, and as understood by the Club in light of their explanation connected to its own sponsor, the protection and implementation of the rights granted is of utmost importance for the sake of the Competition and the sport handball itself. There can be no valuable and credible partnership without the uniform application of the granted rights among all clubs participating."

29. By intentionally violating such an essential and central obligation, the Club breached the core principle of equality among the participants and endangered the system of redistribution since the Premium Sponsor's rights have been constantly violated which may have led to the termination of the given agreement and endanger the future credibility of the EHF to involve major sponsors in the future.

30. Hence, and as established by the Court of Handball, the violation must be regarded as serious and sanctioned accordingly.

31. The Panel noted that the Court of Handball applied a rather constant amount of fine in all cases and slightly disagrees with such approach since a lack of nuance is observed between Case 1 and Case 3, in particular, the Panel finds that as Case 3 represents the last and thus most serious violation in light of the situation of recidivism, the difference between the fines shall be more significant.

32. Consequently, and in light of EHF's failure to timely deliver the information relating to the Premium Sponsor and its branch exclusivity, the Panel decides to



reduce the amount of the fine imposed in Case 1 to €8.000 (eight thousand Euro) instead of €12.500 (twelve thousand five hundred Euro). The part of the fine imposed on a suspended basis, i.e. €2.500 (two thousand Euro) is also reduced to €2.000 (two thousand Euro) and remains into force since the Club violated the same obligation in Case 2.

33. As to Cases 2 and 3, the Panel finds the amounts imposed adequate and proportionate to the circumstances and acknowledges as well as draw the attention of the Club to the fact that the Court of Handball displayed a clear understanding while assessing the situation of recidivism since the possibility to increase the fine (i.e. up to double) in accordance with Article 13 of the EHF Legal Regulations was used to a very small extent in Case 2 and not at all in Case 3.

34. Furthermore, the Panel finds that the Court of Handball rightly took into account all circumstances to mitigate the sanction as much as possible and reached what is hereby regarded as fair and proportionate decisions balancing all interests at stake.

As to the Damage Compensation

35. In Cases 2 and 3, the Court of Handball, based on the subsequent EHF's requests following letters received from the Premium Sponsor, found that the Club shall be liable to compensate any additional costs, expenses and financial damage that the EHF/EHFM may suffer as far as such requests are materially substantiated.

36. The Panel hereby confirms this finding as the repeated violations committed by the Club clearly triggers a loss in value

since the branch exclusivity granted to the Premium Sponsor cannot be complied with by the EHF and EHFM which could lead to serious financial damages. Hence, the causal link between the violations and the potential financial consequences is clearly established.

As to the Costs of the Hearing and of the Legal Proceedings

37. According to Article 48 of the EHF Legal Regulations states:

"48.1. The parties shall be responsible for the costs of their own counsel, witnesses, experts, interpreters (if relevant), travel and living expenses.

48.2. The other costs of the proceedings shall be borne fully or in part by the party found guilty or the losing party.

48.3. If a party requests the proceedings to be conducted orally or a hearing to be held, the costs of the proceedings including travel and living expenses of the members of the legal body and the cost of questioning witnesses and experts shall be borne by the requesting party, unless decided otherwise by the legal body.

48.4. The administrative/legal bodies shall further decide in the ordinary procedure whether costs, other than the proceedings costs specified here above, shall be reimbursed by any of the parties, taking into consideration all circumstances of the case."

38. In light of the aforementioned dispositions, the Panel shall have a margin of discretion to decide which of the party shall bear the costs of the hearings amounting to €2397,74 (two thousand



three hundred ninety-seven Euro and seventy four cent), according to the following breakdown:

- €1766,88 (one thousand seven hundred sixty-six Euro and eighty-eight cent), travel and living expenses of the Panel present at the hearings

39. The Panel finds it fair to have the costs of the hearing to be equally shared between the Appellant and the EHF, i.e. €883,44 (eight hundred eighty-three Euro and forty-four cent) each.

40. Otherwise, each party shall bear its own legal costs and all other expenses in connection with these proceedings and the hearings.

V. Decision

The decision of the Court of Appeal is as follows:

- **Appeal 1 of the Club is partly granted. Case 1 is partly revised. The Club shall pay a fine of €8.000 (eight thousand Euro) instead of a fine of €12.500 (twelve thousand five hundred Euro).**
- **Appeals 2 and 3 are rejected. The first instance decisions of the Court of Handball in Cases 2 and 3 are upheld.**
- **Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be credited to the EHF.**



**EHF Court of Appeal
Decision
Case n° 18 20546 3 2CoA
14 February 2019**

In the appeal filed by

Club X...

Panel

Jens Bertel Rasmussen (Denmark)
Janka Stasova (Sloviakia)
Nicolae Vizitiu (Moldova)

Unsportsmanlike Conduct of the Team;
Good Order & Security; Offensive Banner;
Propotionality; Fines

I. Facts

The facts of the case may be summarised as follows:

1. The Group Phase match (Round 5) of the 2018/19 VELUX EHF Champions League (the "Competition") between the club X... (the "Club" or the "Appellant") and the club Y... took place on 14 October 2018 (the "Match"). Disciplinary proceedings were opened based on a claim from the EHF whereby it is argued that several obligations were violated since "(i) the Club's players and officials adopted an unsportsmanlike conduct by taking part in a brawl, (ii) the Club failed to ensure security and safety at all time during the Match since a player from the opposing team who had been previously directly disqualified was able to leave the stands and was only prevented to enter the playing court because of the intervention of his team's officials and (iii) the affixing of an offensive banner composed of written and visual elements."

2. A decision was rendered by the Court of Handball on 20 December 2018 according to which the Club was imposed "a fine of €5.000 (five thousand Euro) for the unsportsmanlike conduct of their players and officials during the Match, a fine of €2.500 (two thousand five hundred Euro) for having failed to ensure good order and security throughout the Match and a fine of €7.500 (seven thousand five hundred Euro) for the affixing of an offensive and ideological banner by its spectators."

3. The Club lodged an appeal against the aforementioned decision on 27 December 2018 for which proceedings were officially opened on 11 January 2019. The letter also included a deadline to provide further information if wished and the entire file of first instance was enclosed. A separate letter with regards to the composition of the Court of Appeal panel nominated for the case (the "Panel") was sent on the same day.

4. No additional document was communicated by any of the parties.

II. Admissibility

1. The statements of appeal as well as the appeal fees have been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of all appeals filed. It is undisputed by the parties.

III. Position of the Club

The following is a summary of the Club's submissions.



1. The altercation having followed the direct disqualification of a Club's player did not go beyond the "line of fair play". Handball is a sport full of emotions. Hence the Club requests a fine reduction and its deferment for a probationary period until 30 June 2019.

2. As to the disqualified player from the opposing team having left the stands, the Club's security personnel underlined that they had the situation under control. The Club asks what should the security have done since additional troubles could have occurred should the security had tried to prevent the player from leaving the stands. The Club did not break Article 1§6 of the EHF Rules on Safety and Security Procedure nor Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations. The Club disagrees with the Court of Handball's view; a disqualified player does not become one of the spectators. The only one who broke the rules is the player, not the Club. Hence, the Court of Appeal is requested to cancel the fine.

3. As to the banner, the Club was surprised since they were not aware of it before the Match. Immediate security measures were taken to remove it. In addition, the Club's fans were awarded by the EHF several times and it was the first and only occurrence of this type. The Club therefore asks the Court of Appeal to cancel the fine or at least to reduce it and defer it for a probationary period until 30 June 2019.

IV. Decisional Grounds

A. Assessment of the Factual Situation

1. The Panel, after having thoroughly examined and reviewed all documents provided within the course of the case, the following facts are confirmed and undisputed:

- A brawl, involving players and officials of both teams took place following the direct disqualification of a Club's player.
- An opposing player who had received a direct disqualification was able to leave the stands during the altercation and was stopped by his own staff.
- A banner was affixed by the Club's spectators.

B. Legal Bases and Subsequent Club's Obligations and Responsibility

a. Pledge of Commitment

2. The Club duly registered for the Competition, the registration form was signed on 4 June 2018. According to the pledge of commitment contained in the registration form:

"By registering for participation, all entrants in the 2018/19 EHF European Club Competitions accept the conditions applicable to the competition, the EHF statutes and regulations governing the competition including (without limitation) the EHF Legal Regulations, the EHF List of Penalties, the EHF Code of Conduct agreement, the EHF Data Privacy Statement and the arbitration agreement concerning the final settlement of disputes by the EHF Court of Arbitration. The signatories ensure that the related obligations together with the arbitration



agreement are forwarded to their members/associates and that their members/associates forward this obligation in turn to their members/associates.

This acceptance is confirmed by the club with below mentioned signature (signature to be affixed by a person having authority to commit the club)."

b. Fair-Play and Sportsmanship

3. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations Introduction states:

"The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results."*

4. According to the EHF Code of Conduct agreement:

"Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The

goal of the competition is to give one's best effort while displaying honesty, integrity, and sportsmanship."

5. Article 2.2 of the EHF Legal Regulations states as follows:

"In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly."

6. It follows therefrom that the Club's players and officials had the clear obligation to adopt a fair and sportsmanship behaviour. The Club argues that the altercation did not go beyond the limits of this obligation. The Panel has carefully observed the video and disagrees with this position. The altercation involved both physical, mainly from the players, and verbal, mainly from the Club's coach, misbehaviours. Although it remained of a limited intensity, pushing, provocation and insulting constitute behaviours to be qualified as beyond the limit of fair-play and sportsmanship. The intensity is in the present situation relevant insofar as defining the extent of the sanction which will be assessed later in the present decision.

7. Consequently, the Panel agrees with the findings of the Court of Handball. Fair-play and sportsmanship, which are core values of our sport, were violated and the Club shall be sanctioned accordingly.



c. Banners in the Playing Hall

8. Article 1.3 of the EHF Statutes states:

“The EHF encourages friendship and mutual understanding among members, does not discriminate on the basis of politics, race or religion, and rejects any illegitimate practices in sports.

Contravention of these principles, be it through the rejection of referees, non-appearance at a match, failure to grant entry visas to players, managers, referees, EHF representatives, EHF functionaries and sports journalists, raising performance levels through the administration of forbidden substances such as doping, any kind of corruption, bribery or undue influence, including receiving, offering or accepting any kind of undue advantages or gifts, shall be subject to sanctions pursuant to EHF and IHF regulations.”

9. Article 1§2, Chapter III of the 2018/19 VELUX EHF Champions League Regulations states:

“The home club shall ensure that no signs (e.g. flags, banners) and/or verbal statement of political, ideological or religious nature is displayed in the playing hall.”

10. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation

of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”

11. Spectators affixed a banner in the stands, opposing to the TV camera which means that it was fully visible, and on which the statement “EHF Champions League powered by dirty money. #againstnordstream” was written and of a visual consisting of barred EHF’s logo on one side and barred visual composed of the Russian flag, the German flag and banknotes on the other side was represented.

12. The Panel agrees with the first instance’s opinion as to the nature of the statements that “clearly express an ideological opinion on both EHF’s and States’ governance related affairs. The competition, and more generally our sport of handball, shall not be used as a political instrument and tribune to such ends; it must remain free from any ideology and ensure a neutral ground to favour its continuous and sustainable development.”

13. The Club argues that the banner was immediately removed.

14. The Panel hereby wishes to nuance this position. While the total length during which the banner remained affixed is not precisely identifiable, the fact that various pictures and video shots from different angles show the banner demonstrate that it remained affixed for a significant amount of time. Furthermore, the banner is still visible several times on a video summary posted by the Club on their official YouTube channel.



15. Consequently, the mere fact that a banner of this nature could be affixed is sufficient to trigger the Club's strict responsibility and thus to sanction the latter. In addition, the significant visibility gained by the banner on various supports, some being still publicly available, shall be taken into consideration while defining the extent of the sanction to be imposed.

d. Safety and Security Measures

16. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

"All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff."

17. Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations states as follows:

"The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply."

18. Two incidents are at stake with regards to safety and security measures, (i) the ability of a directly disqualified player from the opposing team to leave the stands during the altercation and (ii) the ability of some spectators to enter the playing hall with the banner and to freely install it.

19. With regards to the ability of the directly disqualified player to leave the

stands, the Panel agrees with the Court of Handball's findings. A disqualified player shall not be able to leave his/her dedicated seat in the stands. In the present case, without the intervention of the staff from the opposing team, the player would have even been able to enter the playing court. The Club's arguments according to which the security personnel had the situation under control are clearly inaccurate and the questions raised are, to say the least, surprising. It is not the duty of the Panel to guide and explain the Club what behaviour should the security staff adopt in such situation. However, if their decision is to let the player access areas forbidden to him due to his disqualified status, the Club shall be prepared to have its responsibility triggered and further sanctions imposed.

20. With regards to the opposing player's behaviour, it is true that his behaviour was not appropriate and his club was sanctioned accordingly by the Court of Handball in a decision rendered on 20 December 2018 in the case n°20544. However, the two cases and sanctions are not mutually exclusive as they relate to two different and independent obligations applying to two different entities. Hence, the Club's obligation to ensure security and safety measures at all-time remain fully applicable.

21. With regards to the possibility for some spectators to introduce and affix the banner in the playing hall, the Club explained that the security was handled by a new partner. Some time to adapt and implement new protocols was thus required.

22. The Panel understands this argument but it does not exempt the Club from its obligations, especially since the size of the banner does not make it easy to introduce in the playing hall nor to affix on a wall. The security shortcomings were thus not of a limited extent but of a rather extended one.

23. It follows therefrom that the Panel confirms the Court of Handball's views according to which "the Club is found solely responsible for the security shortcomings having enabled (i) a disqualified player to leave the stands and access the surrounding area of the playing court and (ii) the introduction of a banner which content violate the EHF Statutes and the VELUX EHF Champions League regulations."

C. Proportionality of the Sanctions

a. Legal Bases

24. According to Article 6.1 of the EHF Legal Regulations:

"Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction."

25. According to Article 12.1 of the EHF Legal Regulations:

"Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the

administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed."

26. According to Article 14.1 of the EHF Legal Regulations:

"The EHF administrative/legal bodies may impose the following penalties/measures on member federations/associated federations and clubs:

- *warning;*
- *administrative/organisational measures;*
- *fines (including administrative fines);*
- *deduction of some or all points scored in the competitions concerned;*
- *forfeiture;*
- *suspension from participation in international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *exclusion from participation in future international handball competitions and/or EHF activities for a number of matches or a specific period of time;*
- *cancellation of matches;*
- *annulment/correction of the match result;*
- *match replay;*
- *ban on the venue;*
- *ban on spectators;*
- *withdrawal of a title or award;*
- *supervision of matches."*



27. Article B.2 of the EHF List of Penalties, relating to unsportsmanlike conduct before, during or after a competition states:

“Suspension/Exclusion up to 1 year / Fine: up to €15.000

If act of violence / severe unsportsmanlike conduct: Suspension/Exclusion up to 4 years / Fine: up to €80.000.”

28. According to Article B.5 of the EHF List of Penalties, relating to fundamental violations of EHF Statutes and Regulations defines a range of fines comprised between €150 and €30.000.

29. Article B.4 of the EHF List of Penalties relating to the failure to maintain discipline on the playing court and the inadequate protection of referees, officials or the visiting team states:

“B.4 Failure to maintain discipline on the playing court / Inadequate protection of referees, officials or the visiting team

Fine: up to €15.000 / Ban on venue may be imposed

The sanctions defined in the catalogue of penalties of the EHF Rules on Safety and Security Procedure shall be an integral part of these Regulations and may be applied cumulatively.”

30. Article 8 of the EHF Rules on Safety and Security Catalogue of Penalties states:

“Unsatisfactory organization of a match as well as the provision of unsatisfactory technical equipment shall be punishable by a fine not exceeding EUR 7,500; if the unsatisfactory performance is related to

security personnel or safety and security measures, the fine may amount to up to EUR 15,000 and a ban may be imposed on the venue.”

b. Assessment

31. The Panel notes that the fines imposed by the Court of Handball are of different extent, which clearly displays the fact that the body of first instance has taken into account the circumstances and particularities of each violation to define precise amounts.

32. With regards to the unsportsmanlike behaviour of the players and officials. It has already been established that such attitudes contradict core values of our sport and shall therefore be dealt with seriously in order to be prevented. This being said, the fact that the brawl remained of a limited physical intensity shall also be taken into account. While balancing both elements, the Panel finds that the fine imposed, i.e. €5.000 is proportionate and reflects the need to ensure that the sanction has a deterrent effect while, at the same time, taking into account the limited degree of violence. In addition, the range of sanctions defined in Article B.2, i.e. suspension up to one year and a fine up to €15.000, shows that the Court of Handball's fine remains of limited extent.

33. With regards to the banner affixed by the spectators. A banner of this nature is likely to damage the image of the EHF and its credibility while looking for partners to contribute to the continuous and sustainable development of our sport. Furthermore, and as already mentioned in the present decision, handball shall remain free from political considerations



and not be used as a tribune to express subjective and personal opinions. The affixing of the banner is therefore a serious violation. While looking into the range of possible sanctions, Article B.5 defines a range of fine comprised from €150 to €30.000. The fine imposed by the Court of Handball therefore remains of limited extent in light of the seriousness of the violation, i.e. €7.500.

34. With regards to shortcomings related to the implementation of safety and security measures, the fine imposed, i.e. €2500, remains within the lower range of the regulatory possibilities, although some elements existed to sanction the Club more severely. Indeed, the shortcomings enabled spectators to access the playing hall with and have sufficient time to affix a large illegal banner. This constitutes a serious negligence and failure. The fact that a disqualified player could easily reach the surroundings of the court and only be stopped by his own team clearly demonstrates the lack of proper organisational measures in the field of security. The range of sanctions defined in Article B.4 of the EHF List of Penalties, i.e. a fine up to €15.000 and a ban on the venue, as well as the range in Article 8 of the EHF Rules on Safety and Security Catalogue Penalties, i.e. a fine up to €7.500 or €15.000, indicates that the Court of Handball decided to impose a fine situation within the lower range of the possible sanctions foreseen.

35. Based on the above grounds, the Panel is therefore of the clear opinion that all three (3) fines imposed by the Court of Handball remain proportionate and adequate. There is consequently no ground to reduce and/or suspend any of

the sanctions contrary to the Club's argumentation.

V. Decision

The decision of the Court of Appeal is as follows:

- **The appeal of the club X... is fully rejected and the decision of Court of Handball is thus upheld.**
- **The Club shall pay a fine of €5.000 (five thousand Euro) for the unsportsmanlike conduct of their players and officials during the Match, a fine of €2.500 (two thousand five hundred Euro) for having failed to ensure good order and security throughout the Match and a fine of €7.500 (seven thousand five hundred Euro) for the affixing of an offensive and ideological banner by its spectators.**
- **Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be credited to the EHF.**