

# 10 Specific Regulations and Sanctions





Berlin Grand Slam 2013 Organisers and FIVB Officials at the Technical Meeting

## 10.1 General Principles

- Pursuant to the powers vested in it by the FIVB Constitution, the FIVB Board of Administration adopted in 2013 the "FIVB Disciplinary Regulations".
- FIVB Members are subject to the FIVB Constitution, Regulations, and all decisions taken by the relevant FIVB institutions and must follow strictly their terms and provisions.
- Violations will be sanctioned under the provisions of the Disciplinary Regulations which apply, without distinction, to any discipline (Volleyball, Beach Volleyball) under the FIVB authority, except when otherwise provided.
- Lack of knowledge of the provisions of the FIVB Constitution and Regulations may not be considered as an excuse.
- National Tours, clubs, teams and their leaders, managers, coaches, athletes, referees, and all those participating in the activities of a National Federation must follow strictly the rules, regulations, and decisions of the Control Committees or FIVB Representatives of the competitions in which they take part.
- Organisers, National Federations, and athletes breaching the FIVB Constitution and Regulations or other rules included in the Handbook are subject to sanctions established in the FIVB Disciplinary Regulations and this Handbook.

## 10.2 Organisers

- It is understood that National Federations attending the FIVB World Congress retain their right to make final decisions related to the Rules of the Game, athletes' participation, eligibility and registration in international events as well as any other proposal affecting FIVB decisions, budget, Constitution, and General Regulations.
- Organisers have legal authority and sufficient commercial recognition in their country to undertake promotional organisation and commercial exploitation of Sport Events.

If Organisers do not present to the Technical Supervisor the Official Security Certificate for temporary tribunes and/or the necessary insurance before the start of the competition, as well as an official statement from the local police authority to guarantee the appropriate level of security at the event, the Technical Supervisor has the authority to suspend the event. In this case, Organisers must reimburse the athletes for any airplane tickets purchased. In case a tournament is cancelled or postponed due to "force majeure" the participating athletes (including those already arrived at the event location) will receive a reimbursement from the Organisers for the amount equivalent to their travel expenses for the tournament. Such athletes will be reimbursed according to the following order of priority:

- teams already arrived on site;
- teams in transit that have not yet reached the host country but have already used part of their ticket;
- teams who have not reached the final host country destination but are in possession of a non-refundable ticket.

Organisers are responsible for reimbursing the penalty fee (after the confirmation of the event concerned and within 21 days from the start of the event) related to the cancellation of the tickets of FIVB officials/delegates and athletes (upon receipt of a copy of the airplane ticket as well as the related cancellation policy/fee) and for bearing the costs related to the shipment of the FIVB sponsors' material (Mikasa balls, uniforms, etc.).

***Should material aspects of the Master Plan (as determined solely by FIVB) not be respected by a promoter, the FIVB is required to inform, 45 days before the start of the event, all participating National Federations about the risk of a cancellation. Should the cancellation be confirmed 30 days or more before an event neither the FIVB nor the Organisers will be held accountable for reimbursing the parties concerned for any penalty fees related to airplane tickets, visa costs, etc.***

Teams holding tickets that can be used again or refunded are not eligible for reimbursement. The FIVB is not responsible for any reimbursement and/or payment of any Prize Money to any athletes in the case of a postponement or cancellation of a tournament. No FIVB World Ranking points are awarded in the case of a tournament being cancelled.

- Organisers must not expose athletes, FIVB Officials and spectators to any danger or risk of injury whatsoever. In case of any breach, sanctions will be applied in accordance with the FIVB Beach Volleyball Sports Regulations and this Handbook.
- The FIVB Technical Supervisor can stop a match/event for any reason whatsoever should he/she feel a threat to the athletes' and/or spectators' physical well-being (e.g. severe weather conditions, storm, earthquake, high tides, riot, disease, national state of emergency, war, or any other case of "force majeure"). Before taking such a decision, the FIVB Technical Supervisor must consult with the Organising Committee of the tournament. Athletes and Officials must then be informed about the decision through the official Daily Bulletin. The FIVB Technical Supervisor may also call a meeting to inform all those concerned.
- The FIVB will impose sanctions according to the Disciplinary Regulations, FIVB Beach Volleyball Sports Regulations and/or this Handbook on Organisers who do not comply with the most important standards included in the Handbook requirements, especially those related to finance and marketing issues.
- If necessary, Organisers may be requested to modify the quality of the sand used if judged inadequate after analysis and a deadline for this change will be set. Organisers that do not comply with the FIVB sand regulations despite a request to modify the sand by the FIVB may face further sanctions (up to USD 100,000). The event may be cancelled if the quality of the sand is not acceptable and/or may lead to injuries.
- Organisers who have been reported very poor in cooperation and/or poor in performance in several critical areas such as promotion, marketing, host broadcaster, payment of the license fee, playing conditions, security, etc. may be required to host a lower ranked event in the FIVB structure for one season. The FIVB will continue to apply sanctions to Organisers in cases of non-compliance with the FIVB Sports Regulations and/or this Handbook affecting the quality of the event and the promotion of the entire property.



- Penalties ranging from USD 500 to USD 25,000 can be applied if Organisers do not respect the obligations agreed by the Beach Volleyball Councils or outlined in the Handbook. Events that do not respect the minimum quality requirements in the Master Plan, including the deadline for payment of the licensee fee, may not be included in the calendar for the following season. In case of material breach of the FIVB/NF-Promoter Agreement, the contract can be terminated and the Organisers may be required to pay for the damages caused to the parties concerned. Sanctions may be also applied in the event of infringement by the Organiser of the rule concerning the staging of another International sport event in the same venue (one month prior to the start of the event and until fifteen (15) days after the staging of the event).
- An Extra Clinic for Local Referees, Auxiliary Officials and key Court Staff will be mandatory for all first-edition FIVB Beach Volleyball World Tour Grand Slam and Open events (including FIVB Beach Volleyball Under U17/19/21/23 World Championships). It is also mandatory for all events that have been reported as problematic in the area of refereeing and/or given a score below 4 during the previous edition by the Referee Delegate concerned (BVB/24 Section D: Evaluation of Personnel) in any of the following job role areas: scorers, line judges and court personnel (2 items minimum in the overall court personnel job related areas).
- If Organisers decide to withdraw from the organisation of an event after having signed the FIVB/NF-Promoter Agreement for any reason not covered by “force majeure” circumstances, they will be fined USD 50,000 per gender taking part in the event, as per the FIVB/NF-Promoter Agreement. This amount must be paid within thirty (30) days of receiving notification of the sanction from the FIVB (refer to art. 13.2 of the Standard Agreement).
- Organisers who fail to provide a secure and locked storage room for all equipment (such as balls, posts, nets, lines, scoreboards, speed ball device, panels, billboards, water pipes, wind sleeves, towels, rakes, boxes, etc.) will be held accountable for any loss or damage and/or any eventual delay to the competition schedule.
- Organisers are required to pay the FIVB any sanction fees before the start of the next event in which any teams from their country will take part or after the notification from the FIVB has been received if no events are scheduled within 30 (thirty) days. Should the Organisers fail to pay the fee within the established deadline, they will be suspended until the payment is made. The athletes from their country may not be accepted into the events following the date of notification of the sanction fee.
- Organisers must appoint a fluent English speaker to resolve any Master Plan issues starting from the end of October onwards. Fines up to USD 25,000 may be issued by the FIVB in case of any delays related to the Master Plan.
- A sanction of up to USD 10,000 may be applied should the training courts (for men & women) not be available 2 days before the start of the event and up to USD 25,000 if the Venue Homologation (BVB-29) is not completed before the start of the event.

A monetary sanction will be enforced by the relevant FIVB Official(s), every time the Organisers do not comply with the Handbook requirements for refereeing and court personnel related matters including preparation in advance of all necessary administration, (e.g. submission of officials lists, confirmation of arrangements for the extra clinic (if applicable) and the referee clinic, etc.), set up and attendance of the extra clinic and the referee clinic and facilities in general, (e.g. meeting rooms, lounges with privacy, comfort and security, reliable transportation system, quality nutrition all day long, etc.).

Breach of organisational requirement as per Handbook	Controller	Fine
Deadline for submission of officials lists (Ref Manager, Ball checker, LJ, Sc, etc.): 2 months prior to the event	Ref Commissioner prior to the event	From USD 500 up to USD 2,500
Deadline for confirmation of extra clinic (if applicable) and standard referee clinic set up, etc.: 1 month prior to the event	Ref Delegate prior to the event	From USD 500 up to USD 2,500
Set up requirements plus attendance of standard referee clinic and eventual extra clinic	Ref Delegate on site	From USD 1,000 up to USD 5,000
More than 10% changes made to the previously approved lists of Auxiliary Officials and/or insufficient quantities and/or quality for this area during the tournament	Ref Delegate on site	From USD 1,000 up to USD 5,000
Meeting room (equipment, location, size and privacy requirements)	Ref Delegate on site	From USD 1,000 up to USD 5,000
Separate lounges for Referees and Auxiliary Officials (location, security, size, comfort, availability of snacks, fruit and drinks)	Ref Delegate on site	From USD 1,000 up to USD 5,000
Quality and time appropriateness of main meals (breakfast, lunch and dinner). Lunch on site may be replaced by a good quality and sufficient supply of snacks, fruit and drinks.	Ref Delegate on site	From USD 1,000 up to USD 5,000
Transportation system (reliability and time appropriateness)	Ref Delegate on site	From USD 1,000 up to USD 5,000
Insufficient quantities and/or quality of court personnel area (Court Managers, assistants, ball-retrievers, rakers, scoreboard operators, athletes assistants, etc.)	Ref Delegate on site	From USD 1,000 up to USD 5,000

*Note: a different policy may apply to first time events while fines may be adjusted on a case by case basis*

A monetary sanction may also be enforced by the Referee Delegate, every time the Organisers do not comply with the Handbook requirements for court and competition equipment in general (e.g. mandatory supply of cellular phones for use as the communication system to run the competition, reliable net systems, court lines meeting the requirements, flat rakes, etc.).



**Knowledge of the FIVB Rules of the Game and FIVB Regulations is the athlete's duty**



Line Judge at work



Use of athletes' uniforms with country code is compulsory during the Main Draw Tournament

Breach of sport equipment requirement as per Handbook	Controller	Fine
Mandatory supply of cellular phones for smooth running of the competition	Ref Delegate on site	From USD 500 up to USD 2,500
Alcohol test device	Ref Delegate on site	From USD 500 up to USD 2,500
Reliable net systems (allowing good cable tension, quick net height changes, not considered dangerous for athletes, etc.)	Ref Delegate on site	From USD 1000 up to USD 5,000
Appropriateness of easily adjustable court lines on all 4 corners, not considered dangerous for the athletes, not excessively light or elastic	Ref Delegate on site	From USD 1000 up to USD 5,000
Enough flat rakes (minimum 2 per court) in appropriate sizes (80 to 100cm long/10 to 15cm high) and material (wood recommended)	Ref Delegate on site	From USD 1000 up to USD 5,000
Appropriateness of other court equipment, e.g. number 1 and 2 paddles (same number on both sides), table scoreboard readable from either side, appropriate quantities and sizes of towels for LJs and B-r, numbers, flags, etc.	Ref Delegate on site	From USD 1000 up to USD 5,000

*Note: a different policy may apply to first time events. Fines may be adjusted on the basis of proportionality*

The conditions of the Host Broadcaster Agreement (Appendix E) are legally binding and need to be respected as such or sanctions may be imposed. This measure aims to guarantee the compliance of contractual obligations agreed by all parties, preserve the quality of the footage produced for each event, optimize the exposure achieved through the FIVB's TV strategy and emphasize the responsibility of each promoter with regards to activities under the control of its appointed Host Broadcaster. To make this initiative as comprehensive as possible, potential situations representing a risk of hindering the quality of the product available to FIVB broadcast partners, and resulting from a breach of the FIVB-National Federation/Promoter agreement, have been divided in four different categories, each associated with a specific amount. The FIVB will monitor TV related activities closely and will provide the concerned Organisers with all the information related to its decision should a fine be justified.

Specific fines exclusively related to TV matters are featured as follow:

### 1. Appendix E not signed by the agreed deadline of end-February (USD 5,000-USD 15,000)

Appendix E not signed before the start of the event – a fine of USD 5,000-USD 15,000 and a possible termination of the FIVB-Organisers agreement.

A proper host broadcasting agreement must be in place for all events well in advance, and that such agreement is vital to ensure a strong positioning of the FIVB Beach Volleyball World Tour. Furthermore, this document is an appendix of the overall FIVB-Promoter agreement and, as such, falls entirely under the responsibility of each Organiser. Therefore, a sanction of minimum USD 5,000 and maximum USD 15,000 will automatically be applied in every case where the deadline is not respected.

### 2. Breach of contract affecting the quality of the broadcast (USD 5,000-USD 15,000)

The Host Broadcaster Letter of Agreement is a document with a legal value and, by signing it; all parties agree to fulfill the obligations listed within. Any failure to comply with the responsibilities undertaken through this document is therefore a legitimate breach of contract and will not be tolerated. Breaches of this type will automatically result in a sanction of minimum USD 5,000 and maximum USD 15,000. Examples include, but are not limited to:

- Insufficient number of TV cameras;
- Inconsistency with the type of TV cameras required;
- Inadequate commentary position;
- Limited or no use of the official on-screen graphics, etc.

### 3. Breach of contract related to the events' logistics (USD 1,000-USD 5,000)

Breach of clauses aiming at optimizing the overall planning and maximizing the level of professionalism, as well as the image of each event, will generate a fine from USD 1,000 up to USD 2,500.

Examples include, but are not limited to:

- Not confirming the broadcast schedule;
- Unapproved changes to the already confirmed timings;
- Unilateral amendments to confirmed broadcast intentions;
- Failure to provide an ENG crew for the purposes of international news coverage and highlights, etc.

### 4. Official FIVB forms (USD 1,000)

A specific deadline to confirm TV related information is specified with each official form. A sanction of USD 1,000 per form will be applied each time forms (BVB/14, BVB/15 and BVB/16) are not received within the relevant period.

In addition to the above sanctions Promoters who are not able to guarantee a Host Broadcaster (or a TV production plus a HB) signing the HB letter of agreement may be excluded from the International TV distribution.