



GLOBAL CHAMPIONS
LEAGUE

CONSTITUTION AND RULES

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Global Champions League BVBA

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TABLE OF CONTENTS

Introduction

Article I: Name and Principal Office

- 1.1 Name
- 1.2 Principal Office

Article II: Purposes and Objects

- 2.1 Purposes and Objects
- 2.2 Operating Principles

Article III: Membership

- 3.1 Initial Members
- 3.2 Franchise Agreement
- 3.3 Membership Term
- 3.4 Franchise Fee
- 3.5 Membership Policies and Requirements
- 3.6 Membership Eligibility
- 3.7 Additional Teams
- 3.8 Sale of Teams
- 3.9 Termination of Teams

Article IV: Team Composition

- 4.1 Team Composition
- 4.2 Registered Riders
- 4.3 Rider Agreements
- 4.4 Post-Season Roster Changes
- 4.5 Rider Transfers during Seasons
- 4.6 Rider Substitution out of Transfer Window

Article V: Team Manager

- 5.1 Team Representative
- 5.2 Eligibility
- 5.3 Role and Responsibilities

Article VI: GCL Competitions

- 6.1 Length of Season
- 6.2 Days and Times
- 6.3 Mandatory Participation
- 6.4 Last Minute Substitutions
- 6.5 Failure to Participate

Article VII: Competition Format and Scoring

- 7.1 Overview
- 7.2 Round #1 Starting Order
- 7.3 Round #1 Competition Order
- 7.4 Round #1 Scoring
- 7.5 Round #2 Competition Order
- 7.6 GCL Competition Rankings
- 7.7 Breaking Ties
- 7.8 Points
- 7.9 Yellow Card Warnings
- 7.10 Elimination
- 7.11 Disqualification
- 7.12 Prize Money

Article VIII: GCL Rankings and Purse

- 8.1 GCL Ranking
- 8.2 Prize Money
- 8.3 Total Purse
- 8.4 Top Three Finishers

Article IX: Horse Welfare

- 9.1 Highest Priority
- 9.2 Animal Health
- 9.3 Safety and Security
- 9.4 Treatment
- 9.5 Illness or Injury
- 9.6 Abuse
- 9.7 Reporting Abuse
- 9.8 Disciplinary Action

Article X: Protection of Riders

- 10.1 Protective Head Gear
- 10.2 Use of Cameras
- 10.3 Medical Exclusion

Article XI: Anti-Doping and Medication Control

- 11.1 Anti-Doping Policy Statement
- 11.2 Right to Adopt Stronger Requirements
- 11.3 Authority to Test
- 11.4 Conducting Tests
- 11.5 Number and Targets
- 11.6 Refusal
- 11.7 Positive Testing

Article XII: Dress and Related Items

- 12.1 Dress
- 12.2 Logos

Article XIII: GCL Organizing Committee

- 13.1 Role
- 13.2 Responsibilities

Article XIV: GCL Disciplinary Regulations and GCL Disciplinary Code

- 14.1 Aims and Jurisdiction
- 14.2 GCL Disciplinary Code
- 14.3 Alleged Breaches, Reporting and Investigation
- 14.4 Procedure for Non-Doping-Related Breaches of the GCL Disciplinary Regulations
- 14.5 Procedure for Doping-Related Breaches of the GCL Disciplinary Regulations
- 14.6 Appeal
- 14.7 Data Protection
- 14.8 Confidentiality and Publication

Article XV Notices

- 15.1 Form of notice
- 15.2 Method of notice
- 15.3 Receipt of Notice

INTRODUCTION

Global Champions League is the organizer and governing body for an association of teams consisting of the world's premier show jumpers. Global Champions League was founded in 2015 with the goal of advancing the sport of show jumping to new levels by adopting a competition model and governance structure derived from the best practices of some of the most successful sports leagues in the world.

This Constitution and Rules reflect the core principles, values, and objectives of the Global Champions League:

- ensuring fair, transparent, and balanced competition, including enforcement of the most stringent anti-doping regulations of any equestrian series;
- protecting and preserving the welfare of horses and riders;
- transforming show jumping into a professional sport that respects and rewards its elite riders;
- creating opportunities for the training and advancement of tomorrow's professional show jumping riders;
- attracting new fans and riders to the sport and energizing the existing fan base;
- encouraging investment in the sport both at the grassroots and professional levels; and
- increasing media exposure for the sport and riders and creating new and exciting sponsorship and partnership opportunities.

Article I

Name and Principal Office

- 1.1 **Name:** The name of the association will be the Global Champions League (“GCL”).
- 1.2 **Principal Office:** The GCL Organizing Committee (see Article XIII) will select the location of the office of the GCL.

Article II

Purposes and Objects

- 2.1 **Purposes and Objects:** The purpose and objects for which the GCL is organized are:
- (A) To promote and foster the primary business of the GCL and its members; and
 - (B) To do and perform such other functions as may be necessary to carry out the purpose and objects of the GCL.
- 2.2 **Operating Principles:** The GCL will be operated according to the following principles:
- (A) Protection and preservation of the welfare of horses and riders is of paramount importance and will be prioritized over any business objectives of the GCL;
 - (B) Competitions must be fair, free of doping, and governed by transparent and objective rules; and
 - (C) The GCL is committed to the global development of show jumping through education and commercial initiatives in the best interest of the sport.

Article III Membership

- 3.1 **Initial Members:** Initial membership in the GCL will be limited to a maximum of fifteen (15) member teams (the “**Teams**”). The GCL Organizing Committee may add Teams in subsequent seasons.
- 3.2 **Franchise Agreement:** Each Team will enter into a franchise agreement with the GCL (a “**Franchise Agreement**”), which defines the rights and obligations of the GCL and each Team.
- 3.3 **Membership Term:** Each Team must register and execute a Franchise Agreement in advance of each season, which is expected to run from March to November of each year (“**GCL Season**”). A Team must register for a minimum of one GCL Season. A Team may register for more than one GCL Season after having obtained the prior written approval of the GCL Organizing Committee, which will decide in its discretion.
- 3.4 **Franchise Fee:** Each Team will pay an annual franchise fee pursuant to the Franchise Agreement. This franchise fee will entitle the Team to:
- (A) Entry at all GCL competitions (“**GCL Competitions**”), which together form the GCL series (“**GCL Series**”);
 - (B) Choice of Team name from among those made available by the GCL Organizing Committee;
 - (C) Team branding, mark, and visual identity rights as provided in the Franchise Agreement;
 - (C) Team sponsorship rights as provided in the Franchise Agreement; and

(D) Other benefits as provided in the Franchise Agreement.

At all times the GCL will maintain ownership of the intellectual property associated with Team names, branding, marks, and visual identity as detailed in the Franchise Agreement.

3.5 **Membership Policies and Requirements:** All individuals or entities holding a direct or indirect interest in a Team will be subject to the GCL policies and requirements on membership that the GCL Organizing Committee or their Team may from time to time adopt or apply, including, without limitation, all reporting, audit, ownership, and debt limitation requirements.

3.6 **Membership Eligibility:** Any person, association, partnership, corporation, or other entity of good repute, as defined in the Franchise Agreement, and organized for the purpose of operating a show jumping club/team will be eligible for membership, except that:

(A) No religious or charitable organization or entity will be eligible for membership; and

(B) If any privately held corporation, partnership, trust, or other entity owns or operates, directly or indirectly, any substantial non-equestrian business or assets and owns, directly or indirectly, an interest in or otherwise operates a Team, then:

(i) The Team will be held in a separate corporation, partnership, or trust (the “**Jumping Company**”), the primary purpose of which will at all times be and remain the operation of a Team as a member of the GCL; and

(ii) The Jumping Company and all individuals holding a direct or indirect interest in the Jumping Company will be subject to all GCL policies and requirements on ownership as set forth in the Franchise Agreement.

- 3.7 **Additional Teams:** Provided that the maximum number of Teams, as applicable from time to time, is not exceeded, additional Teams may be added between GCL Seasons by the GCL Organizing Committee, but only if all the Team Franchise Agreements are expiring and are up for renewal at the time of such addition. No Team may be added during a GCL Season.
- 3.8 **Sale of Teams:** No Team, or any interest therein, may be sold, assigned, or otherwise transferred except as provided in the Franchise Agreement and with the written consent of the GCL Organizing Committee.
- 3.9 **Termination of Teams:** Membership may be involuntarily terminated as provided in the Franchise Agreement.

Article IV Team Composition

- 4.1 **Team Composition:** The Franchisee will ensure that its Team is of a first class standard, commensurate with a series of major international show jumping events of the nature of the GCL Series.

The Team will register a roster to include a maximum of five (5) riders (“**Rider(s)**”) as follows.

In 2016, registration must take place at the latest on February 15. At the first registration, a Team can register a maximum of two (2) Riders who are in the Top 30 in the FEI Longines Jumping Ranking as of August 1, 2015.

In subsequent GCL Seasons, registration must take place at the latest on January 15, and a Team can register a maximum of two (2) Riders who are in the Top 30 in the FEI Longines Ranking as of December 31st of the preceding GCL Season.

Should a third or fourth Rider of a Team work its way into the Top 30 in the FEI Longines Jumping Ranking during a GCL Season, that Team does not have to adjust its roster.

To encourage the identification and training of future professional show jumping athletes, the creation of a development squad by each Team is encouraged. If a Team wishes to register five (5) Riders, one (1) of the give (5) Riders must be 25 or younger in the year of the registration of the Team and not in the Top 30 in the FEI Longines Jumping Ranking. Otherwise, a Team can register only four (4) Riders. In 2016, at the first registration, each Team can register a fifth Rider who is not in the Top 30 in the FEI Longines Jumping Ranking of August 1, 2015 and who is 25 or younger in 2016

- 4.2 **Registered Riders:** Each Rider can be registered for only one (1) Team during each GCL Season except as provided in this Article IV .
- 4.3 **Rider Agreements:** Teams and Riders must enter into written agreements, which will be of a standard form as enclosed with the Franchise Agreement. Executed agreements for Rider must be provided to the GCL Organizing Committee at the time of registration. Each agreement must:
- (A) Comply with all applicable laws;
 - (B) Provide that the Rider will indemnify and hold harmless the Franchisee, GCL, their officials, and all other Teams from any losses, liabilities, or claims relating to the agreement or arising out of the Rider's acts, omissions or default whether in the course of participating in a GCL Competition or otherwise, or any disputes between the Rider and the Franchisee
 - (C) Provide that the GCL is not responsible in case of disputes between the Rider and the Franchisee concerning the sponsors of the Riders and the Team;
 - (D) Provide that all disputes between the GCL and the Rider will be resolved through the GCL Disciplinary Regulations (see Article XIV).
- 4.4 **Post-Season Roster Changes:** After each GCL Season a Team has the right to change the Riders of its roster, subject to the terms of its agreements with its existing Riders. A Team may retain some or all Riders from the prior GCL Season, even if there are more than two Riders who are in the Top 30 in the FEI Longines Ranking as of December 31st of the preceding GCL Season; provided, however, that if the Team is retaining two or more Riders who are in the Top 30, it

cannot add a new Rider who is in the Top 30 in the FEI Longines Ranking as of December 31st of the preceding GCL Season.

- 4.5 **Rider Transfers During Seasons:** One transfer window will be available to Teams during which time they may transfer Riders to and acquire Riders from other Teams. Specific transfer terms will be in the discretion of the Teams involved. Each Team may transfer no more than one Rider and acquire no more than one Rider during the transfer window. Transfers resulting in more than two Top 30 Riders as ranked in the FEI Longines Ranking on December 31st of the preceding GCL Season (August 1, 2015 for the 2016 GCL Season) are not be allowed. The transfer window will open in July for 10 days; the exact dates and time will be decided and communicated by the GCL Organizing Committee at the beginning of each GCL Season.
- 4.6 **Rider Substitution out of Transfer Window:** Substitution of a Rider out of transfer window is only possible in case of exceptional circumstances for medical reason in case the Rider is unable to compete for a minimum period of two (2) months (with official declaration of the medical doctor), or for disciplinary sanctions which are not the fault or could not be reasonably prevented by the Franchisee.

Article V

Team Manager

- 5.1 **Team Representative:** Each Team will have a single representative that will act as Team Manager. The Team Manager will be appointed by the Franchisee, who will notify the GCL Organizing Committee of such designation by the start of each GCL Season. Teams can change the Team Manager during the GCL Season and will notify the GCL Organizing Committee of such change. Team Manager substitution is not allowed during a GCL Competition.
- 5.2 **Eligibility:** The Team Manager may be the Team owner, one of the Team's Riders, or any other person designated by the Franchisee. If the Team Manager is one of the Team's Riders, and the Rider is disqualified or ineligible to participate in the GCL Series, the Team shall designate another Team Manager during the period of disqualification or ineligibility of that Rider.
- 5.3 **Role and Responsibilities:** The Team Manager is the spokesman and designated representative of the Team. The Team Manager will be the contact person between the Team and the GCL, host organizers, and the officials at each GCL Competition, and will have authority to bind the Team in relation to all matters.

Article VI GCL Competitions

- 6.1 **Length of Season:** The GCL Series will be aligned with the Global Champions Tour calendar, which is expected to run from April to November, and will include fifteen (15) GCL Competitions.
- 6.2 **Days and Times:** The GCL Competitions will take place during the same time and at the same location as the Global Champions Tour. Except in special circumstances, 2016 GCL Competitions will take place on the Friday of each Global Champions Tour event at the same venue.
- 6.3 **Mandatory Participation:** Each Team must compete at each GCL Competition. Each Team must enter two (2) Riders for competition at each GCL Competition. The decision as to which two (2) Riders each Team will field at any GCL Competition is up to the Team's own discretion. Each Team must notify the GCL Organizing Committee which Riders will compete on the Team's behalf at the announced time that definitive entries for each GCL Competition are due.
- 6.4 **Last Minute Substitutions:** Substitution of the two (2) Riders entered for competition at each GCL Competition can occur until the first declaration of the entries after the first horse inspection of the relevant GCT Competition. Substitution after this time and until sixty (60) minutes prior to the beginning of the GCL Competition is only possible in case of exceptional circumstances for medical or veterinarian reason (with official declaration of the medical doctor or veterinarian).
- 6.5 **Failure to Participate:** A failure to participate in a GCL Competition will subject a Team to liquidated damages as provided in the Franchise Agreement.

Article VII

Competition Format and Scoring

- 7.1 **Overview:** GCL Competitions consist of two rounds against the clock with a jump off in case of equality of penalties and time for 1st place, with a maximum obstacle height of 1.50/1.55 meters and a time allowed of either 375 meters/minute or 400 meters/minute (according to the schedule of each GCL Competition).

Riders must use the same horse in both rounds.

A horse participating in the GCL competition is not allowed to participate in another competition on the same day.

The FEI Jumping Rules (version 2016) will apply to the GCL Competitions, with the exception of article 251 (entries), article 256.1.2, 256.1.5, 256.1.6, 256.1.9 and 256.3 (dress), article 259 (officials), annex V (CSI requirements), and other exceptions that may be provided in the GCL Constitution and Rules.

- 7.2 **Round #1 Starting Order:** The starting order of the Teams in the first round will be established according to a draw. The order of the Riders will be linear, i.e., the first competitor will be the first Rider of the first Team, the second competitor will be first Rider of the second Team, etc., and the sixteenth competitor will be the second Rider of the first Team, the seventeenth competitor will be the second Rider of the second Team, and so on.
- 7.3 **Round #1 Competition Order:** Each Team will determine the competition order of its two Riders and must communicate that order to the Global Champions Tour Show Office the day prior to the GCL Competition and at the prescribed place and time when the declarations of starters for the classes of the day are to be made.

- 7.4 **Round #1 Scoring:** The first round will be scored according to the total penalties and the time of the two Riders of each Team. Only the top eight (8) Teams from the first round will qualify for the second round. In the event of two (2) or more Teams tie on penalties and time for the 8th place, all such tied Teams will advance to the second round. There will be a course walking before the second round.
- 7.5 **Round #2 Competition Order:** The starting order of the Teams in the second round will be in reverse order of the classification of the first round. The order of the athletes will be linear. The starting order of the athletes on each Team will be same as in the first round.
- 7.6 **GCL Competition Rankings:** The final ranking of the Teams is based on: (a) the total penalties of both Riders in both rounds; and (b) the aggregate time of both Riders in the second round. Teams that did not qualify for the second round are ranked according to total penalties and time in the first round.
- 7.7 **Breaking Ties:** In the event of a tie for 1st place after the second round, there will be a jump off. One (1) Rider from each Team will compete in the jump off. The Team Manager will notify the ground jury of which Rider will be competing immediately after the end of the second round.
- 7.8 **Points:** Points will be awarded at each GCL Competition as follows:

Place	Points
1	30
2	27
3	25
4	23
5	20
6	19
7	18
8	17

9	16
10	15
11	14
12	13
13	12
14	11
15	10

Points won by Teams who tie for any place are divided equally among the Teams in question.

7.9 **Yellow Card Warnings:** In addition to the cases stated in the FEI Jumping Rules (version 2016), the ground jury is authorized to issue a yellow warning card to Riders as provided in the GCL Constitution Rules, including in the following cases:

- (A) A Rider violates the rules governing logos, marks, uniforms, etc. as described in the Franchise Agreement; and
- (B) A Rider is not available without a valid reason to take part at press conferences, interviews, etc. requested by the GCL.

Any Rider receiving two or more yellow warning cards may be subject to the sanctions provided in Section 14.4.

7.10 **Elimination:** The elimination of a Rider incurs the elimination of the Team. A second disobedience or a fall by a Rider/horse will result in the elimination of the Rider, and therefore the Team. A Team eliminated in the first round is eliminated from the GCL Competition. A Team eliminated in the second round retains its score of the first round.

7.11 **Disqualification:** The disqualification of a Rider from a GCL Competition incurs the disqualification of the Team and results in zero point being awarded. In the event that the disqualification occurs after the GCL Competition, the Team will return all prize money it won at that GCL Competition and both points and prize money will be adjusted and redistributed by the GCL Organizing Committee amongst the other Teams taking into account the disqualification. Exceptional circumstances may be considered.

7.12 **Prize Money:** In 2016, total prize money for each GCL Competition is €200.000, broken down as follows:

1st place	€60.000
2nd place	€40.000
3rd place	€26.000
4th place	€16.000
5th place	€10.000
6th place	€8.000
7th and 8th places	€7.000 each
9th place	€6.000
10th and 11th places	€5.000 each
12th and 13th places	€3.000 each
14th and 15th places	€2.000 each.

Prize money won by Teams who tie for any place is divided equally among the Teams in question

Subject to Section 8.3, prize money of each GCL Competition in subsequent GCL Seasons will be decided by the GCL Organizing Committee before the beginning of each GCL Season.

Article VIII GCL Ranking and Purse

8.1 **GCL Ranking:** The GCL ranking will be based on each Team's points earned at each GCL Competition. In the event of a tie on points for any position at the end of the GCL Season, the Team with the greatest number of 1st place finishes will be ranked ahead of any other Team tied for the same number of points. If there is still a tie, the Team with the greatest number of 2nd place finishes will be ranked ahead of the other Team and so on until all Teams with the same number of points have been separated.

8.2 **Prize Money:** The prize money for the GCL ranking will be awarded as follows:

1st place:	30%
2nd place:	20%
3rd place:	13%
4th place:	8%
5th place:	5%
6th place:	4%
7th & 8th place:	3.5% each
9th place:	3%
10th & 11th places:	2.5% each
12th & 13th places:	1.5% each
14th & 15th places:	1% each

8.3 **Total Purse:** In 2016, total prize money will be €4.500.000. The amount of the prize money for the overall GCL ranking will be decided every year by the GCL Organizing Committee.

In addition to the prize money of the 2016 GCL Season, GCL also guarantees total prize money of €7.500.000 for subsequent GCL Seasons (€3.000.000 prize money for the GCL Competitions + €4.500.000 for the overall GCL ranking)

- 8.4 **Top Three Finishers:** The top three Teams of the GCL ranking after the last competition of the GCL Season must be present at the last GCL Competition to receive their prize in person and must participate in the press conference following the GCL Competition. Teams will be represented at least by their Riders participating in the last GCL Competition. The other Riders of the Team, the Team owner and the Team Manager will be invited.

Article IX Horse Welfare

- 9.1 **Highest Priority:** Horse welfare is the GCL’s highest priority and includes implementation of best practices in horse management, training, farrier and tack, and transportation. Without prejudice to the right of the GCL to adopt more stringent requirements, the FEI rules pertaining to horse welfare, as listed in Section 11.1, will apply to the GCL Competitions.
- 9.2 **Animal Health:** Horses must be fit and in good health to compete. Medication use and surgical procedures that threaten welfare or safety, pregnancy in mares and the misuse of aids are strictly prohibited.
- 9.3 **Safety and Security:** A safe and secure competition environment is critical and demands the highest levels of attention be paid to all competition and warm-up areas, ground surfaces, weather conditions, stabling, site safety and security, and fitness of the horse for travel to and from all GCL Competitions.
- 9.4 **Treatment:** Horses must receive the highest levels of attention and care following all competitions, and must be treated humanely when their careers are completed. This includes proper veterinary care, attention to competition injuries, euthanasia, and retirement.
- 9.5 **Illness or Injury:** In cases of illness or injury during a GCL Competition, the ground jury will decide, after consulting the veterinary delegate or GCL Organizing Committee, whether or not the horse may continue in that GCL Competition.
- 9.6 **Abuse:** No person may abuse a horse during a GCL Competition or at any other time. “Abuse” means an action or omission which causes or is likely to cause pain or unnecessary discomfort to a horse, including, but not limited to:
- to whip or beat a horse excessively;

- to subject a horse to any kind of electric shock device;
- to use spurs excessively or persistently;
- to jab the horse in the mouth with the bit or any other device;
- to compete using an exhausted, lame or injured horse;
- to "rap" a horse;
- to abnormally sensitize or desensitize any part of a horse;
- to leave a horse without adequate food, drink or exercise; and/or
- to use any device or equipment which causes excessive pain to the horse upon knocking down an obstacle.

9.7 **Reporting Abuse:** Any person witnessing abuse of a horse, whether during a GCL Competition or otherwise, and whether by a Rider, any of its Team Members, event staff, official, spectator or other, must report the abuse to the nearest member of the GCL staff or a GCL Competition official without delay.

9.8 **Disciplinary action:** Violation of horse welfare or the abuse of a horse, whether during a GCL Competition or otherwise, is subject to disciplinary action in accordance with Section 14.4.

Article X

Protection of Riders

- 10.1 **Protective Head Gear:** While riding on the show grounds the use of a properly fastened protective headgear will be mandatory. The FEI Jumping Rules apply. Failure to wear such protective headgear where and when required after being notified to do so by a GCL official, will result in a Yellow Warning Card (see Section 7.9) being issued to the Rider unless exceptional circumstances apply.
- 10.2 **Use of Cameras:** The use of cameras on Riders or equipment (such as on protective headgear, head covering) will not be permitted, unless otherwise authorized by the GCL Organizing Committee. A Rider's decision to wear a camera while competing will always be voluntary and at the Rider's own risk.
- 10.3 **Medical Exclusion:** The ground jury, after consultation with the responsible medical officer, may at any time exclude from further participation in a GCL Competition any Rider who is unfit to continue by reason of a serious or potentially serious injury, impairment, or health condition.

Article XI

Anti-Doping and Medication Control

- 11.1 **Anti-Doping Policy Statement:** The GCL commits to apply the following FEI rules, in their applicable version, as a baseline standard for anti-doping, horse welfare and integrity:
- the FEI Code of Conduct for Welfare of the Horse
 - the FEI Veterinary Regulations;
 - the FEI Anti-Doping Rules For Human Athletes;
 - the FEI Equine Anti-Doping and Controlled Medications Regulations;
 - the FEI Equestrian Community Integrity Unit; and
 - any other similar rules and regulations that demonstrably aim at protecting horse welfare and integrity of the sport as they may exist from time to time.
- 11.2 **Right to Adopt Stronger Requirements:** Notwithstanding Section 11.1, the GCL Organizing Committee can adopt more stringent requirements.
- 11.3 **Authority to Test:** All Riders and horses competing in GCL Competitions will be subject to and must accept in-competition testing.
- 11.4 **Conducting Tests:** Testing will be overseen by the FEI in compliance with the above standards. The GCL will pay the FEI all reasonable costs associated with such function. In the event that the FEI refuses to do so, horse testing will be conducted in accordance with FEI standards by GCL veterinary staff and/or by other qualified and authorized persons at a given GCL Competition. Rider testing will be conducted by the GCL medical staff and/or by other qualified and authorized persons at a given GCL Competition. Rider testing can also be decided by national authorities according to applicable national law.

- 11.5 **Number and Targets:** The GCL Organizing Committee will determine the number of tests to be performed and the number of horses to be tested. At the discretion of the GCL Organizing Committee, testing may be conducted randomly or target testing may occur in cooperation with the ground jury and other officials at GCL Competitions.
- 11.6 **Refusal:** Refusal by any Team or Rider to cooperate with regard to Rider or horse testing is subject to disciplinary action in accordance with Section 14.5.
- 11.7 **Positive Testing:** Positive testing of a Rider or horse for any substance on the FEI Prohibited Substances List is subject to disciplinary action in accordance with Section 14.5.

Article XII

Dress and Related Items

- 12.1 **Dress:** The Riders are obliged to compete wearing the clothing as decided by the GCL Organizing Committee.
- 12.2 **Logos:** The logos on the jacket (or polo or jersey) of the Riders and any other advertising and publicity on Riders and horses will comply with the GCL's visibility rules as detailed in the Franchise Agreement.

Article XIII

GCL Organizing Committee

- 13.1 **Role:** The GCL will have an Organizing Committee composed of representatives from Global Champions Tour whose mission it is to successfully organize, launch, promote, and manage the GCL, create the rules and regulations governing the operation of the GCL, organize competitions among the Teams, and other activities it deems appropriate.
- 13.2 **Responsibilities:** The GCL Organizing Committee will:
- (A) Name officers of the GCL which may include, but are not limited to, a Commissioner, a Secretary, and a Treasurer;
 - (B) Define the powers, responsibilities, and term of GCL officers, and the process for their replacement;
 - (C) Create an Executive Committee composed by four (4) representatives of the GCL Organizing Committee and of one representative from the Teams and other official committees it may deem necessary appropriate;
 - (D) Create a Consultancy Committee composed by one (1) representative from each Team;
 - (E) Determine the powers and duties of the Executive Committee, the Consultancy Committee and other official committees; and
 - (F) Determine the time and place of ongoing meetings and other communications protocols for the Executive Committee, the Consultancy Committee and other official committees.

Article XIV

GCL Disciplinary Regulations and GCL Disciplinary Code

14.1 Aims and Jurisdiction

- (A) The GCL adopts the disciplinary regulations of this Article XIV (“**GCL Disciplinary Regulations**”) in order to seek to fulfil its purposes and objects, in accordance with its operating principles as stated in Article II. In particular, the GCL Disciplinary Regulations seek to ensure fair, transparent and balanced competition and protect and preserve the welfare of horses and Riders.
- (B) The GCL Disciplinary Regulations apply to those who participate in the GCL Series, including the Franchisees and all members of their Teams, including (without limitation) their Riders and support personnel (“**Team Member(s)**”), horse owners, representatives/officials of the GCL, and any other person or body who is from time-to-time engaged in show jumping-related activities under the auspices of the GCL (“**GCL Participants**”).
- (C) The GCL will be responsible for the enforcement and administration of the GCL Disciplinary Regulations in relation to GCL Participants. By virtue of their registration with the GCL (whether directly or via a Team) and/or participation in show jumping-related activities under the auspices of the GCL, the GCL Participants agree to be bound by the GCL Disciplinary Regulations.
- (D) GCL Participants are required to cooperate with the GCL in regard to discipline. Without prejudice to the generality of this requirement, every Team will take all reasonable steps to ensure the proper conduct of its GCL Participants in accordance with the GCL Disciplinary Regulations.

- (E) The core aim of the GCL Disciplinary Regulations is to maintain the highest standards of behavior and conduct in the GCL Series. The procedures detailed in the GCL Disciplinary Regulations are intended to be fair, straightforward and proportionate to the needs of the GCL and the GCL Participants.
- (F) In the event that any incident or other matter occurs which is not provided for by the GCL Disciplinary Regulations (whether it relates to conduct, jurisdiction, procedure or sanction), then the GCL Investigation Officer (“**GIO**”) and/or GCL Hearing Officer (“**GHO**”) (as appropriate) may take such action as they consider appropriate in the circumstances, taking into account the specific circumstances and always in a spirit of sportive fairness.
- (G) In the event that any alleged breach of the Disciplinary Code set out at Section 14.2 (“**GCL Disciplinary Code**”) also falls under any other rules or regulations, or is subject to investigation by the police or other public authority (or analogous body), or to any other legal/regulatory process, the procedures under the GCL Disciplinary Regulations may be temporarily suspended by the GIO or GHO as relevant.
- (H) The GCL will recognize and apply provisional and/or final sanctions imposed by the FEI on Riders and/or horses which also participate in the GCL Series, which means that a Rider and/or horse will not be able to participate in the GCL Series as long as the Rider is ineligible by the FEI. The FEI-imposed sanction will apply automatically, without there being a need for the GCL to apply either one of the procedures set out in this Section 14.

14.2 **GCL Disciplinary Code**

(A) **Horse Welfare**

- (i) GCL Participants will ensure the well-being of all horses in accordance with the highest standards of care commensurate to world class show jumping, including, without limitation, pursuant to Article IX, and must not act (or fail to act) in any way, at any time (whether during a GCL Competition or otherwise), which may cause harm, pain or discomfort to a horse, including (without limitation) (i) by way of mistreatment or neglect; and/or (ii) misuse or excessive use (as the case may be) of a whip, spur, bit, saddle or any other equipment.
- (ii) GCL Participants will not refuse to allow a horse to undergo any test reasonably requested or required by any GCL official.
- (iii) GCL Participants will not allow a horse for which they are responsible to participate in any GCL Competition or other event, without ensuring that the horse is fit to do so, taking into account (without limitation) the health and safety of the horse, other horses, other GCL Participants, and members of the public.

(B) **Anti-doping**

- (i) GCL Participants will not knowingly permit, cause or enable any horse for which they are responsible to compete in any GCL Competition or other event under the influence of any FEI prohibited substance (“**FEI Prohibited Substances List**”) which include:
 - α. Controlled Medication Substances, which may include substances that Riders and/or advisors might normally use out of competition that are not allowed during any GCL Competition;

- β. Banned Substances, which include substances that are not permitted for use in horses at all times; or
 - χ. Any other substance with a similar chemical structure or similar biological effects.
- (ii) Riders will not compete in any GCL Competition with any substance under the FEI Prohibited Substances List or its metabolite or mark in their system.

(C) Anti-corruption

- (i) The GCL is committed to support the integrity of the sport and fight against the manipulation of competitions by adhering to the standards set out in the Olympic Movement Code of the Prevention of the Manipulation of Competitions.
- (ii) GCL Participants will not directly, or indirectly:
 - a. Bet or attempt to bet on the GCL Competition, GCL Series or any aspect thereof;
 - b. Contrive or attempt to contrive the outcome of any GCL Competition or any aspect thereof (other than through their best efforts in the ordinary course of competition);
 - c. Prevent or seek to prevent any other GCL Participant from using its best efforts in any GCL Competition; or
 - d. Act in any manner which may have the effect of undermining the fairness or integrity of competition.

(D) Respect and the Spirit of the GCL

- (i) GCL Participants must at all times accept and respect GCL officials and their decisions. GCL Participants must not show dissent or act in a provocative, disapproving or otherwise disrespectful manner towards GCL officials.
- (ii) GCL Participants will not use language or gestures that offend, insult, humiliate, intimidate, threaten, disparage or vilify another person. Any such behavior will be aggravated if it is on the basis of that other person's (or that person's perceived) age, race, religion, sexual orientation, color, descent or national or ethnic origin.
- (iii) GCL Participants will not act in any manner which is improper, prejudicial or detrimental to the interests or reputation of the other GCL Participants, the GCL or the sport of show jumping in general. They will not make any improper, prejudicial or detrimental comment in public or via the media. In this instance, media will include (but not necessarily be limited to) press, radio, television, external websites, Team websites and social networking sites. Nothing in this provision will prevent any comment which constitutes honest opinion in regard to sporting matters and which is made in a fair and respectful manner.
- (iv) GCL Participants will not publicly disclose or comment upon any alleged breach of the GCL Disciplinary Regulations.
- (v) GCL Participants will not fail or refuse to assist GCL officials, including in particular the GIO, in their investigations of alleged breaches of the GCL Disciplinary Code. GCL Participants must use their best endeavors to assist any such investigations.

- (vii) GCL Participants will not use or in any way be concerned in the use or distribution of illegal drugs or other criminal activity.

14.3 **Alleged Breaches, Reporting and Investigation**

- (A) The GCL will appoint one or more independent GHOs, who will be responsible to determine whether a breach of the GCL Disciplinary Code has occurred and/or to impose an appropriate sanction (or sanctions).
- (B) The GCL will appoint a GIO, who (along with any appointed Team Members) will be responsible for the investigation of alleged breaches of the GCL Disciplinary Code. GIOs will have the following powers:
 - (i) The right to conduct interviews with GCL Participants in order to establish whether a breach of the GCL Disciplinary Code may have occurred. These interviews may be recorded for transcription and evidentiary purposes. The GCL Participant may be legally represented at interview and, if necessary, have access to an interpreter; and/or
 - (ii) The right to request GCL Participants to present the GIO with any information or documentation (whether physical or electronic) which may assist their investigations.
- (C) Any GCL Participant in breach of the GCL Disciplinary Code will be liable to sanctions in the manner prescribed in these GCL Disciplinary Regulations.

14.4 **Procedure for Non-Doping-Related Breaches of the GCL Disciplinary Regulations**

- (A) **Report of alleged breaches:** Alleged breaches of the GCL Disciplinary Regulations, which are not breaches of the rules on anti-doping (in respect of which Section 14.5 will apply), will be reported to the GIO in writing by a GCL official or any other party as the case may be.

The report will be submitted at the latest twelve (12) hours after the GCL Competition and will contain sufficient information to enable the GIO to understand: (i) the background facts to the alleged breach; (ii) why a breach of the GCL Disciplinary Regulations is alleged; and (iii) the evidence which is available, or may be available, to substantiate the alleged breach.

- (B) **Investigation:** Following receipt of a report of an alleged breach of the GCL Disciplinary Regulations, the GIO will undertake an appropriate and proportionate level of investigation and consideration, and resolve, at the latest on the day after the GCL Competition:

- (i) To take no further action; or
- (ii) To refer the matter to the GHO.

- (C) **Notice of Charge:** Where the GIO refers the matter to the GHO, the GIO will provide a notice (“**Notice of Charge**”) in writing to the GCL Participant(s), either directly or via its Team as appropriate, specifying:

- (i) The alleged breach(es) of the GCL Disciplinary Regulations;
- (ii) The facts upon which such allegations are based; and
- (iii) The potential sanctions prescribed under the GCL Disciplinary Regulations; and
- (iv) The right to a Disciplinary Hearing.

- (D) Where a charge against a GCL Participant is referred to the GHO, its Team may be charged separately under their responsibilities as set out in the GCL Constitution and Rules and the Franchise Agreement.
- (E) **Response:** No later than the first Tuesday following the GCL Competition, the GCL Participant will direct a response to a Notice of Charge (the “**Response**”) to the GHO with a copy to the GIO. The Response may be:
- (i) To deny the alleged breach(es) specified in the Notice of Charge;
 - (ii) To admit the alleged breach(es) specified in the Notice of Charge and accede to the imposition of sanctions. In that case, no Disciplinary Hearing will be conducted. At the latest on the first Wednesday following the GCL Competition, the GIO will submit a written submission as to the appropriate sanction to the GCL Participant and the GHO. At the latest on the first Thursday following the GCL Competition, the GHO will issue a written decision confirming that the breaches alleged in the Notice of Charge were committed and imposing sanctions, after giving due consideration to the written submission from the GIO;
 - (iii) To admit the alleged breach(es) specified in the Notice of Charge, but dispute and/or seek to mitigate the sanctions specified in the Notice of Charge. In this case, the GCL Participant may request that the issue of sanction be determined:
 - a. through written submissions only, in which case no Disciplinary Hearing will be conducted. At the latest on the first Wednesday following the GCL Competition, the GCL Participant and the GIO will submit a written submission as to the appropriate sanction to the GHO and the GIO (by the GCL

Participant) and to the GHO and the GCL Participant (by the GIO). At the latest on the first Thursday following the GCL Competition, the GHO will issue a written decision confirming that the breaches alleged in the Notice of Charge were committed and imposing sanctions, after giving due consideration to the written submissions from the GCL Participant and the GIO.

- b. through a Disciplinary Hearing.

If the GCL Participant fails to file a response within the time limits provided in this Section 14.4(E), it will be deemed to have admitted the alleged breach(es) specified in the Notice of Charge.

(F) **Disciplinary Hearing**

- (i) In any case which is referred for a Disciplinary Hearing, the Disciplinary Hearing will be convened at the latest on the first Thursday following the GCL Competition. The Disciplinary Hearing can take place in person or via telephone/video conference, as may be appropriate at the discretion of the GHO.
- (ii) During the Disciplinary Hearing, the GCL Participant will be entitled to state its case, to be legally represented, and/or to call witnesses. If the GCL Participant decided to be legally represented and/or to call witnesses, it will provide the details of that representation/those witnesses to the GHO and GIO in advance of the Disciplinary Hearing.
- (iii) The exact procedures followed at the Disciplinary Hearing will be at the discretion of the GHO, provided that the Disciplinary

Hearing will be conducted in a fair manner with a reasonable opportunity for each party to present evidence.

- (iv) The GHO will not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to an alleged breach of the GCL Disciplinary Regulations may be established by any reliable means, as determined in the sole discretion of the GHO.
 - (v) The standard of proof will be on the balance of probabilities.
 - (vi) A GCL Participant involved in disciplinary proceedings will bear its own costs, including the cost of legal representation.
 - (vii) The non-attendance of the GCL Participant, or its representative, at the Disciplinary Hearing will not prevent the GHO from proceeding with a decision.
- (G) **Decision:** On the same day as the Disciplinary Hearing, the GHO will issue a written decision and notify it to the GCL Participant and the GIO. The decision will contain:
- (i) The GHO's findings as to what breach(es) of the GCL Disciplinary Regulations, if any, have been committed;
 - (ii) The sanctions applicable, if any, as a result of such findings; and
 - (iii) The right to appeal.
- (H) **Sanctions**

- (i) Without prejudice to the sanctions under the Franchise Agreement, the GHO has the power to impose one or more of the following sanctions, together with such order as to costs as it deems appropriate:
- a. A warning as to future conduct;
 - b. A fine proportionate to the seriousness of the breach of the GCL Disciplinary Regulations;
 - c. Disqualification of the Rider(s), horse(s) or Team(s) from one or several GCL Competitions or GCL Series, as may be proportionate to the seriousness of the breach of the GCL Disciplinary Regulations.
 - d. Ineligibility of the Rider(s), horse(s) or Team(s) to participate in one or several GCL Competitions or GCL Series, as may be proportionate to the seriousness of the breach of the GCL Disciplinary Regulations.
- (ii) **Mitigating or aggravating factors:** The GHO may take the following factors into account when determining the sanction to be imposed:
- a. If the accused GCL Participant has admitted the alleged breach (and the timing of such admission);
 - b. The GCL Participant's previous disciplinary record;
 - c. The position of the GCL Participant (for example, if the GCL Participant has a significant degree of responsibility);

- d. The conduct of the GCL Participant subsequent to it being warned and told that it will be subject to disciplinary action; or
 - e. Any other mitigating or aggravating factors relevant to the circumstances of the breach.
- (iii) **Suspension of sanction:** The GHO will have the power to suspend the operation of any part, or all, of the sanction it imposes for such period and subject to such terms and conditions it deems appropriate.
- (iv) **Carrying over of sanctions:** Where applicable, sanctions may be carried over to apply in the following GCL Season.
- (I) **Appeal:** Subject to appeal in accordance with Section 14.6, a decision pursuant to this Section 14.4 will be full, final and binding.
- (J) **Extension of time limits:** The time limits provided in this Section 14.4 may be extended at the discretion of the GIO and/or the GHO, in exceptional circumstances or if the circumstances of the case so require.

14.5 **Procedure for Doping-Related Breaches of the GCL Disciplinary Regulations**

- (A) The GCL will apply the rules and procedures of the FEI Equine Anti-Doping and Controlled Medication Regulations and the FEI Anti-Doping Rules for Humane Athletes, as the case may be, with the understanding that the FEI Tribunal is replaced by the GHO and that the appeal procedure will be in accordance with Section 14.6.

- (B) Subject always to the right to adopt more stringent requirements (see Section 11.2), testing will be conducted in accordance with the FEI Veterinary Regulations and samples will be analyzed by a laboratory which applies the FEI Standard for Laboratories as a baseline standard.

14.6 **Appeal**

- (A) A final decision in respect of an alleged breach of the GCL Disciplinary Regulations, whereby a sanction is imposed or not, may be appealed exclusively to the International Court of Arbitration (“ICC”) in London in accordance with ICC’s Code of Arbitration and any special provisions applicable to Appeal Arbitration Proceedings, by either the GCL Participant who is subject to the decision being appealed, or the GCL.
- (B) Any decision appealed to ICC will remain in effect while under appeal unless the GHO suspended the operation of the sanction or the ICC orders the suspension.
- (C) The deadline for filing an appeal with ICC will be ten (10) days from the date of receipt of the decision by the appealing party.
- (D) The decision of ICC will be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute will be brought in any other court or tribunal.

14.7 **Data Protection**

Each GCL Participant will be deemed to have agreed, for the purposes of any relevant data protection law and otherwise, that their personal data may be processed and disclosed in accordance with, and for the purposes of the implementation of, the GCL Disciplinary Regulations.

14.8 **Confidentiality and Publication**

- (A) All disciplinary proceedings which take place under the GCL Disciplinary Regulations will be confidential and will take place in private.

- (B) The GCL will have the right to publish any written decision of a GHO or in relation to any appeal, including (but not necessarily limited to) publication on its website, and GCL Participants will be deemed to have consented to such publication.

Article XV

Notices

- 15.1 **Form of notice:** All notices, requests, claims, demands and other communications pursuant to the GCL Constitution and Rules will be in writing.
- 15.2 **Method of notice:** All notices will be given (i) by delivery in person, or (ii) by facsimile or (iii) by electronic mail.
- 15.3 **Receipt of Notice.** All notices will be effective upon (i) receipt by the party to which notice is given, or (ii) on the same day as the facsimile or electronic mail, whichever occurs first.