LEGAL BODIES

JOURNAL

Issue n° 2

EUROPEAN HANDBALL FEDERATION

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Foreword of the Presidents

Dear handball friends,

Besides the fact that the present publication constitutes the second edition of the EHF Legal Bodies Journal, this issue also marks the end of a cycle for the EHF legal bodies given that the mandate of the current members from the EHF Court of Handball and the EHF Court of Appeal are coming to an end.

The present EHF legal system, composed of two instances and an independent court of arbitration (ECA), entered into force in 2011 at the Congress in Cologne.

Thus, the end of the present mandate coincides with the end of the first period of implementation of the current system. We then find relevant to provide our readers and members with few key figures from the past four years in order to highlight the work of our bodies, finding its roots in our constant quest for transparency and professionalism.

We also wish to recall that the aim of our legal system is not to act to the detriment of our members, quite the contrary; we continuously strive for the common good of our sport.

Eventually, we hope that this noble aim has been achieved and believe that the re-elected and/or newly elected members will take up the torch and keep on working towards these goals.

We wish you an enjoyable read and remain at your disposal should you have any question and/or suggestion regarding the present publication.

Best regards,

Rui Coelho
President of the EHF Court of Handball
&
Markus Plazer
President of the EHF Court of Appeal

EUROPEAN HANDBALL FEDERATION

EHF Legal System

Number of decisions per body

Court of Handball	33
Court of Appeal	7
Total	40

Main categories of cases

Exclusion	9
Last Minute Red Cards	8
Unsportsmanlike Conduct (no disqualification)	4
Withdrawal	4
Marketing	3

EUROPEAN HANDBALL FEDERATION

Statistics Period from July 2011 to June 2016

	Court of Handball	Court of Appeal
2011/2012	44	8
2012/2013	33	5
2013/2014	46	5
2014/2015	37	5
2015/2016	33	7
Total	193	30

	Exclusion	Last Minute Red Card	Unsportsmanlike Conduct	Withdrawal	Marketing	Security	Transfer
2011/2012	9	13	2	2	9	1	0
2012/2013	5	5	3	8	5	2	1
2013/2014	9	8	9	3	6	6	2
2014/2015	17	6	9	1	4	2	1
2015/2016	9	8	4	4	3	1	2
Total	49	40	27	18	27	12	5

EHF Court of Handball
Decision
Case n° 15 20362 3 1 CoH
22 October 2015

In the case against

Player X… of Club Y…

Panel
Tapio Arponen (Finland)
Jolanta Jankeviciene (Lithuania)
Viktor Konoplyastyi (Ukraine)

Direct Disqualification; Last Minute; Willigness to Annihilate a Last Action; Crucial Moment; Suspension.

I. Facts

1. On 17 October 2015, the match of the 2015/2016 VELUX EHF Champions League Group Phase Round 5: Club Y… vs. Club Z… took place (hereinafter the "Match").

2. At the 59"56 min of the Match, Player X… of Club Y… (hereinafter also the "Player" and the "Club") was directly disqualified.

3. On 19 October 2015, the EHF referees of the Match communicated their report with regards to the direct disqualification whereby it is explained that following a ball turned over by his team, the Player intentionally fouled his opponent while the latter was about to trying to initiate a counter attack. He was thereby directly disqualified according to rule 8:10 d) of the IHF Rules of the Game.

4. On the same day, the EHF forwarded the report of the EHF delegate as well as 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 for unsportsmanlike conduct. A link to the video available on ehfTV was inserted.

5. On the same day, the EHF Court of Handball officially informed the parties of 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. The composition of the EHF Court of Handball panel nominated to decide was later communicated to the parties in a separate letter.

6. On the same day, the respective statements from the Club and the Player were received by the EHF Court of Handball, together with a video of the two last minutes of the Match.

7. The Club explains in substance that the Rule of the Game 8:10 d) constitutes a wrong basis on which the EHF referees based their decision upon since the Player did not prevent the team in possession of the ball neither from being able to take a shot on goal nor to obtain a clear chance to score. Furthermore, the Club underlines that at first; the referee imposed a two-minute suspension but finally turned it into a direct disqualification. Additionally, contrary to Rule 16:8, the referees did not inform the responsible team officials of the Club about the decision to write a further report as regards the direct disqualification. Finally, the Club stresses that the referees "succumbed" to the pressure imposed by the opposing team.

8. The Player says that the foul committed was not intentional, nor particularly dangerous to the opponent's health nor premeditated or malicious but simply constituted a "sports duel". He finds the direct disqualification unfounded and kindly requests the Court to not impose an additional sanction.

II. Decisional Grounds

1. According to Article 6.3 of the EHF Legal Regulations, decisions made by EHF referees on the playing court are factual decisions and shall be final. Consequently, all arguments brought forward by the Club as regards the allegedly wrong Rules of the Game applied by the EHF referees are irrelevant.

2. 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 59:56 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

3. 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.

4. With regards to the fact that the referees did not inform the representative of the Club on the written report communicated to the EHF, the EHF Court of Handball underlines that such occurrence has no incidence whatsoever on the present case and is therefore irrelevant.

5. The EHF Court of Handball panel has carefully examined and evaluated the EHF claim, the EHF referees' reports, the video of the incident as well as the statements of the Club and the Player.

6. Based on those elements, and this is undisputed by any of the parties, the EHF Court of Handball panel notes that within the ten (10) last seconds of the Match, the Club was in possession of the ball and the score was 30:29 in their favour. The Club turned the ball over at about 15 meters from Club Z…'s goal. The opponent n°9 caught the ball and initiated an arm movement to pass it when the Player came in front and grabbed the opponent and pulled him down to the floor.

7. The Club argues that the Player's foul was not particularly dangerous or endangering the opponent's health, nor premeditated or malicious. The EHF Court of Handball wishes to underline that those elements are not the only relevant ones to be taken into consideration when deciding whether a direct disqualification should be further sanctioned.

8. Indeed, regardless the dangerous or the malicious characteristics of the gesture, the EHF Court of Handball stresses that the Player intentionally committed the foul in order to prevent a counter attack to be initiated in a crucial

and decisive moment of the Match, since at the time of the foul there was a one (1) goal difference in favour of the Club and a clear opportunity to obtain a last possibility to take a shot on goal.

9. Additionally, the foul is not a normal defensive foul, or a so-called "sports duel" since the Player aggressively grabbed his opponent's shirt, held him and dragged him until both of them fell to the floor. Such an aggressive attitude clearly demonstrates the willingness to prevent any further action in order to maintain the score in favour of the Club.

10. Hence, the Panel finds that the Player's action meets the characteristics of an unsportsmanlike conduct deserving further sanctions. The foul is considered as intentional, aggressive and committed solely with the intention to annihilate any chance to score for the opposing team.

11. 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.

12. Taking into consideration the window frame remaining until the next match of the competition as well as the nature of the conduct and in order to ensure the superior interest of the competition, as well as its balance and fairness, the EHF Court of Handball hereby decides that any appeal against the present sanction shall not have any suspensive effect.

III. Decision

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

During the exclusion, the Player has the right to enter the playing hall as spectator but shall not participate in any match preparation activity, shall not enter any official area (players' entrance, dressing rooms, players' routing, playing court, playing court surrounding area, media area and VIP area) nor be in contact with players and/or officials of its club (neither directly nor via electronic means).

EHF Court of Handball
Decision
Case n° 15 20361 1 1 CoH
17 November 2015

In the case against

Handball Federation X…

Panel
Panos Antoniou (Cyprus)
Ioannis Karanasos (Greece)
Viktor Konoplyastyi (Ukraine)

Flooring; Handball Lines Only; Substitution Area Set-Up.

(Appealed, see CoA decision n°20361)

I. Facts

1. On 11 October 2015, the Handball Federation X… (hereinafter the "Federation") hosted a 2016 EHF Women's EURO Qualification Phase 2 match.

2. On 12 October 2015, the EHF delegate sent a report to the EHF office whereby it is explained that benches instead of chairs were installed in the substitution area and that other lines than only handball ones were present on the playing court.

3. On 16 October 2015, the EHF requested the Court of Handball to open legal proceedings against the Federation for having failed to comply with Articles 16 (substitution area) and 23.6 (playing floor) of the EHF EURO Qualification Regulations. Regarding the playing floor, the EHF underlined that prior to the Match the Federation had confirmed the presence of a floor composed of handball lines only. The delegate's report, the match information sheet filled in by the Federation, the Federation's registration sheet and pictures of the playing hall were enclosed to the claim.

4. On 19 October 2015, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court. The composition of the Court of Handball panel to decide the case was communicated to the parties the same day via a different letter.

5. On 27 October 2015, the Federation sent a statement in reply to the Court which could be summarised as follows. The Federation does not deny the reported infringements but stresses that they had not taken part in an EHF senior competition since 2011; it is therefore complicated for them to cover all requirements. Regarding the floor, there is no floor only composed of handball lines available in the country, they would have had to rent one which is quite expensive or to buy one which is impossible. The concerned playing hall is the only big hall in the country, belongs to the municipality and is often occupied. For that reason different lines are taped in various colours, it should thus not be a problem to remove them for the next matches. Regarding the benches, the Federation stresses having no problem to replace them with chairs like they did during the 2015 IHF Trophy for which they enclosed a picture. The Federation apologises for the mistakes and ensure being able to find remedies for the upcoming matches. Finally the Federation expresses its surprise towards the delegate's behaviour who inspected

the hall in the morning of the match day and took pictures instead of providing advice in order to remedy the breaches.

II. Decisional Grounds

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

- The Match was played on a floor not consisting only of handball lines;
- Benches were installed in the substitution areas.

2. Subsequently, the EHF Court of Handball panel decides to not take into consideration the submission of the Defendant when deciding on the present case.

3. According to Article 23.1 of the EHF EURO Qualification Regulations:

"The Member Federations are responsible for staging and organising their EHF EURO Qualification home matches in a venue complying with the criteria/requirements defined herein and in any other applicable EHF Regulations and manual."

4. Article 16.1 states:

"The EHF EURO Qualification matches are played in conformity with the applicable Rules of the Games promulgated by the International Handball Federation (IHF) subject to the following specifications:

a) […]
b) Chairs instead of benches are installed in the substitution area
c) […]"

5. Article 23.6 states:

"The EHF EURO Qualification playing halls must meet in particular the following infrastructure criteria:

[…]
A clean handball floor with handball lines only and with even colour shades of different floor colours.
[…]"

6. It follows therefrom that the Federation, as the organiser of the Match, had the obligation to ensure that benches were replaced by chairs in the respective substitution areas on the one hand and to ensure the presence of a handball floor consisting of only handball lines on the other hand.

7. The Federation argues that they had not participated in any EHF senior competitions since 2011 which makes it complicated to comply with all requirements. While registering to take part in the competition, the Federation signed the pledge of commitment according to which all entrants accept the regulations governing the competition. Furthermore, as regards the playing floor, the Federation confirmed having a floor with handball lines only when filing in the match information sheet. Thereby, the Court finds that the Federation was aware of the applicable obligations to be enforced.

8. The Federation also argues that no floor with handball lines only is available in the country and that alternative solutions such as renting one or buying one are either too expensive or impossible. However, the panel notes that

the Federation acknowledges that the lines from other sports composing the floor are only taped and could be removed for the upcoming matches. Such a solution could have thus been used already within the framework of the Match.

9. Regarding upcoming matches and the potential removal of the tapes drawing lines for other sports, the EHF Court of Handball wishes to draw the attention of the Federation to the wording of Article 23.6 which clearly states that the playing floor must also be clean and with even colour shades of different floor colours.

10. Finally, with regards to the last argument brought forward by the Federation regarding the fact that the EHF delegate did not provide any advice before the Match although she had already noticed the infringements. The Court appreciates such argument; however, it shall not release the Federation from enforcing their obligations of which they were aware prior to the Match as already established in the above paragraph 6.

11. According to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Articles D.2 b) and c) of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €4.000 (four thousand Euros) on the Federation for having failed to install a handball floor consisting of handball lines only and a fine of €500 (five hundred Euros) for having failed to install chairs instead of benches in the substitution areas.

12. The fact that the Federation is sanctioned for such infringements for the first time is regarded as a mitigating circumstance.

13. Furthermore, with regards to the fine imposed for the failure to install a playing floor consisting of handball lines only, the panel believes that the aim of the sanction is to prevent similar infringements to occur again and that such aim can also be achieved by suspending part of the suspension since it has a deterrent effect. Hence, and according to Article 17.1 of the EHF Legal Regulations, a part of the fine, i.e. €1.000 (one thousand Euros) is imposed on a suspended basis depending on whether the Federation complies with the obligation to use a floor consisting of handball lines only when hosting the next match of the 2016 Women's European Championship.

14. The EHF Court of Handball underlines that the amount imposed is consequently appropriate and proportionate to the circumstances of the case since it is situated within the lower range of the amounts being foreseen in Articles D.2 b) and c) of the EHF List of Penalties.

III. Decision

The Federation shall pay a fine of €4.000 (four thousand Euros) for the use of a playing floor not only composed of handball lines and a fine of €500 (five hundred Euros) for having used benches instead of chairs in the substitution areas.

A part of the fine with regards to the violation of the playing floor requirements, i.e. €1.000 (one thousand Euros), is imposed on a suspended basis depending on whether the Federation complies with the obligation to use a floor consisting of handball lines only when hosting the next match of the competition.

EHF Court of Handball
Decision
Case n° 15 20364 4 1 CoH
24 November 2015

In the case against

Club X…

Panel
Tapio Arponen (Finland)
Jolanta Jankeviciene (Lithuania)
Viktor Konoplyastyi (Ukraine)

Advertising; Distrtibution of Promotional Material; Fan Activation Tools; Exclusivity Rights; EHFM Refusal Right.

(Appealed, see CoA decision n°20364)

I. Facts

1. On 3 October 2015, the Club X… (hereinafter also the "Club") hosted Round 3 of the 2015/2016 EHF VELUX Men's Champions League (hereinafter also the "Competition"). The EHFM marketing supervisor reported to the EHF Marketing GmbH (hereinafter also the "EHFM") that the Club placed promotional flyers on the first row seats of the playing hall. Pictures were enclosed to the report.

2. On 8 October 2015, the EHFM sent a friendly feedback to the Club with the aim to improve the organisation of the matches step by step. The Club was informed that the promotional flyers referred to as "fan clappers" had not been approved by EHFM and displayed a company, i.e. Hummel, harming the exclusivity rights of a partner, i.e. adidas. Subsequently, the Club was kindly invited to not use these flyers in the future and to send any similar tool to the EHFM for prior approval before production.

3. On 17 October 2015, the Club hosted the Round 5 of the Competition. Following the Match, the marketing supervisor reported the occurrence of the same infringement. Pictures were enclosed.

4. On 21 October 2015, the EHFM, via the feedback letter, informed the Club that the opening of legal proceedings would be requested leading to further sanctions since the repeated violation constitutes a severe breach of the regulations.

5. On 28 October 2015, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to article 28.5 of the EHF Legal Regulations against the Club for having repeatedly violated the exclusivity right and first refusal right of the EHF, respectively the EHFM, regarding fan activation tools used in the frame of the VELUX EHF Men's Champions League. The marketing supervisors' reports, the EHF feedbacks as well as pictures were enclosed to the claim.

6. On the same day, the EHF 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 in reply to the EHF claim to the Court.

7. On 2 October 2015 the composition of the Court of Handball panel to decide the case was communicated to the parties.

8. The Club did not file a statement in reply.

II. Decisional Grounds

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

- The Club distributed, without prior approval, promotional flyers violating the EHF, respectively the EHFM, exclusivity rights in the frame of two Competition (2) rounds.

A. General Remark

2. The EHF Court of Handball underlines that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. Consequently, the parties are invited by the EHF legal bodies to provide statements along with any documents which may be deemed necessary within a deadline set in consideration of the circumstances of the cases. In the case at stake, the deadline set granted a significant lapse of time to the Club to provide relevant documents. The EHF Court of Handball, as guarantor of the aforementioned principles in first instance, regrets that the defendant did not provide any statement in the frame of the legal proceedings of the present case.

B. Distribution of Promotional Material

3. 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.

4. Chapter VII "Marketing Rights and Duties" of the 2015/2016 VELUX EHF Men's Champions League Regulation in its introduction states:

"*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 the advertising rights for the 2015/16 season to EHF Marketing GmbH (EHFM) and entitles it to undertake the respective measures with regards to the usage of these rights.*"

5. Article 5 "Other Advertising Forms" in its Introduction as well as in point 5 "Fan Activation Tools" of the aforementioned Chapter VII respectively specify:

"Advertising other than defined in the EHF Regulations shall not be affixed, presented or otherwise visible in the playing hall and/or any material, equipment and objects present in the playing hall unless expressly agreed by EHFM."

[…]

"EHFM has a first right of refusal for any kinds of fan activation tools used in the frame of VELUX EHF Champions League matches. Fan-activation tools, such as e.g. fan clappers or air sticks, may therefore only be used upon prior approval by EHFM. Layouts have to be sent to EHFM prior to production. If approved by EHFM only club

sponsors, which do have logo presence on the playing court, may also have logo presence on fan-activation tools."

6. It follows therefrom that, the EHF, respectively the EHFM, being the right holder of the advertising rights for the Competition; the Club had no right to distribute any advertising without any prior agreement. In the present case, not only did the Club neither request nor obtained any agreement but had also been clearly requested by the EHFM to not further distribute such advertising within the frame of the next match. Instead, the Club repeated the distribution of identical advertising during the next match they hosted.

7. The Court finds that the type of material distributed by the Club shall be regarded as advertisement flyers promoting the Club's equipment partner and shall consequently fall under the scope of application of article 5.5 quoted above. For the sake of clarity, the Court underlines it is irrelevant whether the EHFM used a wrong description to describe the material, i.e. fan clappers, since there was no possible doubt as to what they were referring to.

8. Besides, the Court observes that the content of the advertisement flyers displays the logo of the company Hummel which is a competing company having been granted exclusivity rights, i.e. adidas.

9. Hence, the Club infringed the aforementioned provisions of the VELUX EHF Men's Champions League Regulations, and in particular the EHF, respectively the EHFM exclusive right of advertising.

10. While defining the type and extent of the sanction to be imposed, and in accordance with Articles 12.1 and 13 of the EHF Legal Regulations, the EHF Court of Handball takes into consideration the following aggravating circumstances.

11. The Club committed the identical infringement despite having received a feedback from the EHFM after the first occurrence whereby they were invited to not distribute such material again. Such occurrence demonstrates the Club's willingness to ignore the EHFM's request and clear intention to breach the regulations.

12. Furthermore, the Club has been sanctioned for similar infringements less than five (5) years ago in the cases n°112009241 and 112009341.

13. In view of the foregoing, according to articles 6.1, 12.1, 13 and 14.1 of the EHF Legal Regulations, as well as article D.1 a) of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €10.000 (ten thousand Euros).

14. Nevertheless, the panel believes that the aim of the sanction is also to prevent similar infringements to occur again and that such aim can be achieved by suspending part of the fine since it has a deterrent effect.

15. Hence, and according to Article 17.1 of the EHF Legal Regulations part of the fine, i.e. €3.500 (three thousand five hundred Euros) is imposed on a suspended basis with a probation period of two (2) years starting from the date of the present decision.

III. Decision

The Club shall pay a fine of €10.000 (ten thousand Euros) for having violated the EHF, respectively the EHFM, exclusivity rights as regards activation tools in the frame of the VELUX EHF Champions League

Part of the fine, i.e. €3.500 (three thousand five hundred Euros) 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° 16 20393 1 1 CoH
1 March 2016

In the case against

Handball Federation X…

Panel
Tapio Arponen (Finland)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

Failure to Provide Required Documents; Host Broadcaster Form.

I. Facts

1. On March On 17 December 2015, the EHF Office sent via email to all National Federations taking part in the 2016 Women's EURO Qualification Phase 2 (the "Competition") the Host Broadcaster Information Document (the "Form") for the Rounds 3 and 4 of the Competition and requested them to return it completed by 1 February 2016.

2. On 9 February 2016, the EHF Office sent a reminder via email to National Federations not having sent the Form back. An additional lapse of time, i.e. until 11 February 2016, was granted to return the Form.

3. On 17 February 2016, the EHF Office sent an email to the Handball Federation X… (the "Federation") whereby the Form is urgently requested for the 2016 Women's EURO Qualification Phase 2 Round 4 match. A deadline was set on 18 February 2016, 10:00hrs.

4. On 18 February 2016, the EHF requested the Court of Handball to open disciplinary proceedings against the Federation for having failed to provide the EHF with the required information. The EHF underlined that not only did the Federation fail to return such crucial information in time despite several reminders, not even simple information in the current status relating to the host broadcaster was given. Furthermore, the EHF added that a correct TV presence is the most important promotional tool for each event and it creates the equivalent for the advertising value. Not defining the TV programming, respectively the TV timing significantly, damages the appearance of the product EHF EURO to the outside world and it has severe impacts to its value. The several reminders as well as the Form were enclosed to the claim.

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

6. On 19 February 2016, the composition of the Court of Handball panel to decide the case was communicated to the parties.

7. On 22 February 2016, the Federation sent a statement in reply whereby it is in substance explained that the information about the time of the match was sent on 17 February 2016 and the information about the host broadcaster on 12 January 2016 together with the playing date and the venue. The Federation underlined being aware that 17 February 2016 was

too late, but it is due to the fact that in the Federation's country only one TV channel broadcasts live matches of the national team and they changed the playing time many times. Their wish would be to clarify such an issue with the TV channel earlier. The Federation concludes that any decision of the Court of Handball will be accepted.

8. On 23 February 2016, in light of the statement in reply, the Court requested the Federation to provide the relevant document confirming the sending of the Form in order to support their arguments.

9. On 24 February 2016, the Federation sent the Match Information Form dated 12 January 2016 whereby the name of the host broadcaster is mentioned.

10. On 25 February 2016, the Federation sent the second Match Information dated 17 February 2016 whereby the playing time was added.

II. Decisional Grounds

1. After 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…).

2. It follows therefrom that the Federation had the obligation to return the Form in due time in accordance with the directive and communications sent by the EHF via emails respectively on 17 December 2015, 9 February 2016 and 17 February 2016. By not doing so, the Federation violated its obligation and is therefore subject to sanctions. In that respect, the Court of Handball has carefully reviewed the documents provided by the Federation to support their arguments and emphasises that the forms submitted to the EHF Office are not the Host Broadcaster Information Form but Match Information ones, being not only different in their content but also in their purpose.

3. 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.

4. Article A.1 a) of the List of Penalties foresees a fine from €150 to €7.500 in case of failure or delay to provide required information and/or documents to the EHF.

5. In light of the foregoing, the Court notes that several reminders, each one setting forth an adequate and significant lapse of time to duly fill in and return the Form were sent by the EHF Office to the Federation, all of them remaining unanswered. The Federation did not even provide any information as regards for example the state of negotiations with the broadcaster or the need for additional time to solve the matter, emails and requests were simply ignored. Consequently, the Court finds the attitude displayed by the Federation inappropriate and negligent.

6. Besides, with regards to the Form itself, especially its content, the Court of Handball draws the attention of the Federation to the fact that information having to be filled in are of utmost importance since they directly concern the TV broadcast of the match. In the present case, those information are all the more crucial since the Women's EHF EURO constitutes one of the flagship events of European handball. TV broadcasts is the essential component to ensure the visibility and international presence of our sport in line with a constant willingness to develop and bring handball forward. Not ensuring a timely submission of the requested information may damage the image of handball and cause financial losses towards stakeholders.

7. Hence, the EHF Court of Handball decides to impose on the Federation a fine of €2.500 (two thousand five hundred Euros).

8. Regarding the amount, the EHF Court of Handball considers that the aim is to prevent similar infringements to occur again and thus finds that such aim can also be achieved by suspending the penalties since such a penalty has a deterrent effect. According to Article 17 of the EHF Legal Regulations, a part of the fine, i.e. €1.000 (one thousand Euros) is imposed on a suspended basis with a probation period of one (1) year starting from the date of the present decision.

III. Decision

The Federation shall pay a fine of €2.500 (two thousand five hundred Euros) for having failed to timely provide information relating to the host broadcaster regarding the 2016 Women's EURO Qualification Phase 2 Round 4 match.

A part of the fine, i.e. €1.000 (one thousand Euros) is imposed on a suspended basis with a probation period of one (1) year starting from the date of the present decision.

EHF Court of Handball
Decision
Case n° 15 20370 3 1 CoH
4 March 2016

In the case against

Player X… of Club Y…

Panel
Panos Antoniou (Cyprus)
Viktor Konoplyastyi (Ukraine)
Willy Tobler (Switzerland)

Improper, Menacing and Intimidating Conduct Towards a Referee; Private Messages; Social Media; Fine; Suspension.

I. Facts

1. On 21 November 2015, the first leg match of the 2015/2016 Men's Challenge Cup Round 3 took place (hereinafter also the "Match").

2. On 4 December 2015, one of the EHF referees (hereinafter also the "Referee") of the Match sent a report to the EHF Office whereby it is explained that the player X… of Club Y…, (hereinafter also respectively the "Club" and the "Player") sent him private messages via a social network in which the Player criticises the performance of the EHF referees during the Match (e.g. "*You made around 100 mistake in game tonight")*, insults him in various languages (e.g. "*daughter/son of a bitch"*, *"Fuck your dead mother*") and threatens him (e.g. "*I will meat [sic] you again one day son of the bitch*"). The Referee underlines that the first message was sent after the Match but he noticed only when the Player sent another message on 3 December 2015. A screenshot of the conversation was provided as well as a free translation of the insults.

3. On 16 December 2015, the EHF forwarded the report of the Referee including the screenshot 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 for improper, menacing and intimidating conduct towards an EHF referee after the completion of a match.

4. On 22 December 2015, 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.

5. On 25 December 2015, the Club sent a statement confirming the Player's behaviour. It is explained that during a meeting with the Player regarding the reported behaviour, the latter admitted having sent the messages and apologised. However, the Club, in a constant effort to provide moral and fair play, could not accept such an apology and regrets and has decided to terminate the contract to which the Player agreed.

6. On 26 December 2015, The Player sent a statement whereby he underlines that he feels very sorry about what he did, adding that it is the first time he displays such behaviour and he will never do such a thing again. He explains that after the Match, he felt very angry and nervous as regards the EHF Referees' performance and thus wrote that message.

II. Decisional Grounds

1. The EHF Court of Handball Panel has carefully examined and evaluated the EHF claim, including the Referee's report and the content of the conversation, as well as the Club's and Player's statements. The occurrence of the following incident after the completion of the Match is thus confirmed and undisputed by any of the parties:

- The Player sent insulting and threatening private messages via a social network, i.e. Facebook, to one of the EHF referees of the Match.

2. According to Article 7.1.10 of the 2015/2016 European Cup Regulations applicable to the Men's Challenge Cup, the principles of fair play implies in particular the respect of all participants, including officials, 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 set forth in §2 that courtesy and respect towards the EHF and its officials shall be displayed.

4. In accordance with Articles 1.1, 2.1 and 11 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.

5. It follows therefrom that the Player had the obligation to adopt a sportsmanlike and respectful conduct towards the Referee of the Match. The attitude displayed is directly linked to the Match and the status of both persons (i.e. player and referee). In this respect, the EHF Court of Handball wishes to underline that fair play and its components, such as a sportsmanlike and respectful attitude to adopt towards EHF officials, constitutes a core obligation having to be complied with on and off the playing court, regardless the mean of communication used (e.g. private messengers, text messages), as well as any spatial (e.g. location from where the behaviour is displayed) and/or temporal condition (e.g. before, during and after a match).

6. Thus, by sending insulting and threatening private messages via a social media after the completion of the Match, the Player infringed the aforementioned obligation and shall be subject to sanctions.

7. 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.

8. Article B.3 of the List of Penalties foresees a suspension up to one (1) year and a fine up to €15.000 (fifteen thousand Euros) in case of improper, menacing, intimidating conduct towards Officials before, during or after a competition.

9. Thus, on the one hand, the Court takes into consideration the despicable content as well as the quantity of messages sent. Indeed, the Player sent a first message after the Match whereby the performance

of the Referee is criticised and the menace of publishing a video of the mistakes on the internet is mentioned. Due to the absence of response from the Referee, the Player sent another message to the Referee in which he widely insults him, using swear words directed to the Referee's family. Finally, following a reply of the Referee where the latter explains that mistakes happen all the time, the Player sent a last message where he once more formulates menaces and insults.

10. On the other hand, the Court notes that the Player apologised for his behaviour and that such a behaviour has already led to the termination of his employment contract by mutual consent.

11. Hence, the EHF Court of Handball decides to impose a fine of €500 (five hundred Euros) on the Player, and a one (1) match suspension.

12. Finally, regarding the match suspension. According to Article 17 of the EHF Legal Regulations, penalties imposed may be suspended for reasons to be named by the Court. In that perspective, and in accordance with the arguments mentioned in point 10 of the present decision, the Player's apology and the termination of his employment contract are regarded as mitigating circumstances justifying to impose the match suspension on a suspended basis with a probation period of one (1) year. The EHF Court of Handball considers that the aim is to prevent similar infringements to occur again and thus finds that such aim can also be achieved by suspending the penalty.

III. Decision

The Player shall pay a fine of €500 (five hundred Euros) for having displayed an improper, menacing and intimidating conduct towards an EHF referee.

In addition, one (1) match suspension is imposed on the player on a suspended basis for a probation period of one (1) year as of the date of the present decision.

EHF Court of Handball
Decision
Case n° 16 20394 3 1 CoH
6 April 2016

In the case against

Player X… of Club Y…

Panel
Rui Coelho (Portugal)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

Direct Disqualification; Serious Unsportsmanlike Conduct; Fine; Suspension.

I. Facts

1. On 21 February 2016, the second leg match of the 2015/2016 Men's Challenge Cup Last 16 took place (hereinafter the "Match").

2. At the 59:43 minute, the player X… of the Club Y… (hereinafter also the "Player" and the "Club"), was directly disqualified.

3. On 23 February 2016, the EHF referees of the Match sent their report with regards to the direct disqualification of the Player. It is in substance explained that during the last minute of the Match, and while the opposing team was leading by seven (7) goals, the opposing wing player jumped to take a chance on goal. When the latter was in the air, the Player ran towards him and hit him in the stomach with his right arm. The referees considered the gesture as intentional and particularly dangerous to impose a direct disqualification according to rule 8:6 a) of the IHF Rules of the Game.

4. On the same day, the EHF forwarded the report of the EHF referees as well as 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 for serious unsportsmanlike conduct.

5. On 29 February 2016, the EHF sent the video of the incident to the EHF Court of Handball.

6. On 2 March 2016, 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 as well as a video of the incident. The composition of the Court of Handball's panel nominated to decide the case was communicated to the parties in a separate letter.

7. No statement was sent to the EHF Court of Handball.

II. Decisional Grounds

A. General Remark

1. The EHF Court of Handball underlines that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. Consequently, the parties are invited by the EHF legal bodies to provide statements along with any documents which may be deemed necessary within a deadline set in consideration of the circumstances of the cases. In the case at stake, the deadline set granted a significant lapse of time to the Club to

provide relevant documents. The EHF Court of Handball, as guarantor of the aforementioned principles in first instance, regrets that the defendant did not provide any statement in the frame of the legal proceedings of the present case.

B. Regarding the Last Minute Direct Disqualification

2. 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 59:43 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

3. 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.

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

5. Based on those elements, the EHF Court of Handball panel observes that within the last minute, and while the final outcome of the Match and of the Last 16 round was already clear, the wing player of the Russian club jumped from the six-meter line to take a clear chance to score. While being in the air, the Player ran in the opponent's direction and hit him in the stomach area with his arm.

6. In light of the factual elements of the case, the EHF Court of Handball emphasises that, due to his position when the opponent jumped, i.e. few meters away, the Player had no chance to timely reach his opponent in order to play the ball without committing a foul. Hence, the Panel is convinced that the Player intentionally ran towards his opponent to commit the foul. Such behaviour is not a normal foul taking place within the frame of a defensive action and presented a danger for the opponent's physical integrity.

7. Hence, the Panel finds that the Player's behaviour meets the characteristics of a serious unsportsmanlike conduct deserving further sanctions. The violation is considered as intentional, reckless and malicious and committed solely with the intention to hurt the opponent. Such behaviour shall not be tolerated in our sport and deserves further sanctions.

III. Decision

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 and shall pay a fine of €500 (five hundred Euros).

EHF Court of Handball
Decision
Case n° 16 20398 1 1 CoH
20 April 2016

In the case against

Handball Federation X…

Panel
Panos Antoniou (Cyprus)
Ioannis Karanasos (Greece)
Viktor Konoplyastyi (Ukraine)

Withdrawal.

I. Facts

1. On 11 December 2015, the Handball Association X… (hereinafter also the "Federation") registered to participate in the 2016 IHF/EHF Women's Trophy (hereinafter also the "Competition") by signing, stamping and returning the registration form. The Competition was scheduled to take place in Georgia from 8 to 13 March 2016.

2. On 2 February 2016, the EHF informed the Federation that based on the decision of the EHF Executive Committee, their registration had been accepted. The EHF and the Federation initiated discussions as regards the travel details to go to Georgia.

3. On 4 February 2016, the Federation informed the EHF on their withdrawal, explaining in substance that until the beginning of December, the Federation was under the impression that the Competition was dedicated to the U23 category as in previous editions. It is only on 27 November 2015, following an EHF communication, that the Federation noticed that the concerned category was U19. Still the Federation thought they could be able to have a team. However, once the exam timetables received, it became clear that too many players would not be able to participate.

4. On 7 March 2016, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to Article 28.6 of the EHF Legal Regulations against the Federation for having withdrawn from the Competition. The Federation's registration form, the communication between the EHF and the Federation as well as the Competition Regulations were enclosed to the claim. The EHF explained that according to Article II of the IHF/EHF Women's Trophy Regulations, a withdrawal from participating in the Competition constitutes a violation of and shall be sanctioned in accordance with the aforementioned regulations and Article C.3 of the EHF List of Penalties.

5. On 8 March 2016, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court.

6. On 10 March 2016, the composition of the Court of Handball panel (hereinafter also the "Panel") to decide the case was communicated to the parties.

7. On 16 March 2016, the Federation filed a statement in reply which may be summarised as follows. First, the Federation underlines that they were not aware and uninformed of the Competition Regulations; the first time they received it

was together with the EHF statement of claim. Second, the Federation invokes a situation of Force Majeure, the factor having led to the withdrawal, i.e. selected players having mock exams, is beyond the Federation's control. Usually mock exams take place later but due to Easter period taking place at the end of March in 2016, dates were adapted. Third, the Federation took the decision to withdraw in the spirit of fair play while having in mind that enough applications had been received by the EHF to easily find another National Federation to participate. Fourth, the Federation quickly informed the Federation about the withdrawal, i.e. only two (2) days after having been informed on the team's acceptance. Fifth, the two previous editions of the Women's Challenge Trophy were held for the U23 category, information about the lowering of the age to U19 came very late in December 2015. The Federation had already called to prepare for the Competition in October. Sixth, the communication from the EHF was unclear from the very beginning as the Federation showed an interest in hosting the Competition on 18 November 2015. No information regarding the lowering of the age limit was communicated at that stage. To conclude, the Federation highlights that the withdrawal had no adverse effects on the Competition, the EHF immediately replaced the Federation. The road to establish handball for girls in the Federation's country is a very difficult one, the enthusiasm with which the IHF and EHF help the merging nations has been contagious and perhaps that is the reason why the Federation considered taking part in the Competition.

II. Decisional Grounds

A. As Regards the Alleged Violation and the Applicable Regulations

1. The EHF Court of Handball has carefully examined and evaluated the documents sent by the parties and summarised in the above statement of facts. Based on those elements, the EHF Court of Handball notes that the following facts are confirmed and undisputed:

- The Federation, after having registered and granted the right to participate in the Competition, withdrew to participate.

2. It follows therefrom that the Federation had the obligation to participate in the Competition after having duly registered and having received the confirmation of the EHF Executive Committee. By not doing so, the Federation may be sanctioned in accordance with the applicable regulations.

3. In order to guarantee a proper organisation of EHF to the benefit of all stakeholders, participating teams, organiser(s) and spectators, the EHF List of Penalties provide several sanctions to be applied in case of withdrawal.

4. Article C.3 of the EHF List of Penalties foresees the following consequences:

- Up to few weeks before the draw of the qualification: a fine from €5.000 to €10.000
- At any later date: a fine from €15.000 up to €25.000 after the first draw of the competition.

- Suspension/Exclusion from entering EHF National Team Competitions for up to 2 competitions.
- Payment of all damages and costs arising to the participants, the EHF, and/or their contractual partners may additionally be ordered.

5. The abovementioned sanctions are recalled in Article 2 of the Competition Regulations.

6. The Federation underlines that the EHF did not provide them with the Competition Regulations which consequently led to a lack of awareness on the side of the Federation as to possible sanctions to be faced in case of withdrawal. The Panel agrees that the EHF shall inform the applicants in the best of its ability. Nevertheless, while registering, the Federation signed the registration form whereby it is clearly stated that all entrants accept the conditions applicable for the competition, the EHF statutes and regulations governing the competition including the EHF Legal Regulations.

7. Thereby, the Panel finds that the Federation displayed a negligent behaviour by agreeing to regulations they were not aware of. Furthermore, the Panel underlines that the List of Penalties as well as the EHF Legal Regulations are available on the EHF website.

8. Hence, if such an argument does not exempt the Federation from its responsibility, yet, the fact that the Competition Regulations had not been communicated at the time of the withdrawal constitutes a mitigating circumstance that the Panel will take into consideration when defining the type and extent of the sanction to be imposed on the Federation.

B. As Regards the Alleged Situation of Force Majeure

9. The Federation argues that the situation constitutes a case of Force Majeure since not having enough players to participate due to the advanced date of the mock exams was beyond its control.

10. The Panel underlines that a situation of Force Majeure leads to a complete exoneration of the concerned party. In order to establish whether such a situation is constituted, the Panel observes that while it is true that the unavailability of the Player for the abovementioned reason is beyond the control of the Federation, the Federation could have predicted such occurrence. Indeed, the reason why the mock exams took place earlier than usual is due to the unusual date of Easter in 2016. Before registering, the Federation could have displayed more diligence and controlled the date before completing the form.

11. It follows therefrom that the argument relating to the Force Majeure is irrelevant insofar as it would entirely exonerate the Federation from its responsibility. However, the Panel finds that the circumstances must be taken into consideration since the selection of the mock exam dates were beyond the Federation's Control.

C. As Regards the Context of the Withdrawal

12. The Federation argues that the withdrawal took place only two (2) days after having received the confirmation of the EHF and more than a month before the Competition and that no damage was suffered from any of the parties involved.

13. The Panel acknowledges both arguments and will take it into consideration while defining the type and extent of the sanction, yet the Panel points out that the Federation had registered about two (2) months prior to the withdrawal announcement. In the meantime, the EHF Executive Committee confirmed the participation, the draw of the Competition took place and a communication relating to the travel details of the team was initiated.

14. With regards to the absence of damages, it is true that the EHF could easily find a substitute to replace the Federation. Nevertheless, it is essential to note that federations withdrawing from EHF competitions cause serious organisational problems to the EHF and to the respective organisers. Furthermore, late withdrawals may undermine a balanced competition and discredit EHF events/competitions. Indeed, integrity as well as sound and reliable business conduct is of crucial importance for the sustainability of a competition. For the sake of all participants and in order to ensure an effective and fair application of the applicable conditions, it is an elementary requirement that all participants ensure in advance that all the necessary conditions can be fulfilled. Any later disposition, especially withdrawals, has an impact on the integrity and the value of the competition on both an economic and a sports perspective for whole current and potential future stakeholders.

15. The withdrawal can therefore not be regarded as respecting any of the stakeholders contrary to the Federation's arguments

D. As Regards the Change in the Competition's Age Category

16. The Federation explains in substance having been misled by the fact that the two previous EHF/IHF Trophies were held for the U23 age category and that the information as regards the change to U19 for the 2016 edition only occurred very late (i.e. 15 December 2015) while the team had already been called to prepare in October 2015. Later on in the statement, the Federation mentions having been informed on 27 November 2015.

17. It seems that the Federation is confused as regards the date on which the information was received for the first time. The Panel observes that first information communicated as regards the Competition is dated 6 October 2015 and is the invitation to apply as organiser of the Competition. In this letter, it is clearly stated that the age category will be defined in cooperation with the IHF. Furthermore, in the letter dated 27 November 2015 whereby all concerned federations were informed on the awarding of the organisation to the Georgian Federation, it is also clearly established that players born in the year 1997 or later are eligible to participate.

Finally, the registration form signed by the Federation on 11 December 2015 contains the concerned age limit.

18. Consequently, the Panel finds that the Federation displayed a negligent behaviour and assumed based on no official information nor communication that the age category allowed to participate would remain the same. Thereby, the Federation's argument is rejected as irrelevant.

E. As Regards the Determination of the Appropriate Sanction

19. It follows from all grounds previously exposed that the non-participation of the Federation to the Competition after having registered and taken part in the draw is regarded as a forfeit in violation of the applicable regulations, and in particular of the EHF List of Penalties, and shall be sanctioned accordingly.

20. While deciding the type and extent of the sanction, the EHF Court of Handball takes into consideration the factual elements of the case to establish the existence of mitigating circumstances, especially the lack of proper communication of the Competition Regulations, the scheduling of mock exams at the same time as the Competition as well as the ease to find a National Federation in replacement.

21. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article C.2 of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Federation a fine of €15.000 (fifteen thousand Euros).

22. Two thirds of the fine, i.e. €10.000 (ten thousand Euros) is imposed on a suspended basis of two (2) years as of the date of the present decision. Indeed, and in accordance with Article 17 of the EHF Legal Regulations as well as the mitigating circumstances of the case, the panel believes that the aim of the sanction is also to prevent similar infringements to occur again and that such aim can be achieved by suspending part of the fine since it has a deterrent effect.

23. Hence, the EHF Court of Handball believes that the amount imposed is appropriate and proportionate to the circumstances of the case since it is situated within the lower range of the sanctions foreseen in Article C.2 of the EHF List of Penalties.

III. Decision

The Federation shall pay a fine of €15.000 (fifteen thousand Euros) for having withdrawn to participate in the 2016 IHF/EHF Women's Trophy.

Two thirds of the fine, i.e. €10.000 (ten thousand Euros) shall be imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.

EHF Court of Handball
Decision
Case n° 16 20402 1 1 CoH
6 June 2016

In the case against

Club X…

Panel
Tapio Arponen (Finland)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

Liability for Supporters' Behaviour; Spectator's Violent and Extremly Unsportsmanlike Behaviour Towards a Referee; Good Order, Safety and Security.

I. Facts

1. On 30 April 2016, the Club X… (hereinafter also the "Club") hosted the 2015/2016 VELUX EHF Champions League Quarter-Finals Second Leg Match (hereinafter also the "Match").

2. On the same day, the EHF referees of the Match sent a report to the EHF Office whereby it is explained that at the 59"50 minute, a spectator pushed with full strength one of the referee while the latter was running by the long side during a counter attack. The referee lost his balance and fell to the floor.

3. On 3 May 2016, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to article 27.2 of the EHF Legal Regulations against the Club for having violated the obligation ensure security and safety, especially of EHF referees, at all time during the match. The EHF underlines that the incident demonstrates shortcoming in the measures taken by the club since the minimum distance between the electrical advertising board system and spectators was not respected. Besides, the Club must be held responsible for the behaviour of the spectator as such an attitude contravene the spirit of fairness and sportsmanship and is detrimental to the image of handball. The report of the referees, the match report and a link to ehfTV.com were the video of the match is available were provided along with the EHF claim.

4. On the same day, the EHF 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 to the Court.

5. On 4 May 2016, the Club sent an email to the Court of Handball whereby they apologise for the incident, underline that maximum efforts will be undertaken to cooperate and that a legal procedure had immediately been initiated against the spectator to ban him up to a maximum of four (4) years. Finally the Club expresses its intention to provide the Court of Handball with an official statement within the given deadline.

6. On 10 May 2016, the composition of the Court of Handball panel (hereinafter also the "Panel") to decide the case was communicated to the parties.

7. On 16 May 2016, the Club sent a statement to the Panel which may be summarised as follows. The Club begins by presenting apologies and by expressing once again their regrets regarding the incident. Regarding the security measures, the Club explains that due to the fact that no security issue occurred in the past, the match was categorised as a low-risk one. Consequently, it was not necessary to keep the first rows of spectators free, which never caused any problem in the past. Finally, the Club stresses that it is a common habit for the Club's fans to come closer to the court towards the end of matches to congratulate the players. Regarding the incident, the Club finds that the gesture of the fan was not led by negative emotions, but rather constitutes an "unthinkable" move. This gesture is rather a whisk or a spank but was enough to cause the fall of the referee since the latter was already losing his balance following a collision with a player from HC Vardar. Nevertheless, the gesture is disrespectful and unacceptable. Regarding the concerned spectator, the latter wrote a letter to the Club in order to apologise towards all parties involved and to request his seasonal ticket to be used for charity causes for the rest of the season. The Club has already taken the decision to ban him from entering their competitions and filed a police report which led to the opening of investigations. Proofs of the Club's decision as well as the investigations were provided along with the statement. To conclude, the Club apologised once again and pointed out that their fans constitute a great community with a positive spirit; best efforts will be undertake in the future to prevent a similar incident to occur again.

II. Decisional Grounds

A. Factual Assessment and Applicable Texts

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incident at the 59"50 minute of the Match is confirmed and undisputed:

- A Club's spectator hit one of the EHF referees while the latter was running by the long side opposite to the TV camera. It caused the fall of the referee.

2. 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*."

3. Article 6, Chapter IV of the 2015/2016 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.
The clubs and national federations are responsible for the conduct of their players, officials, members (any person exercising a function on their behalf at a match), and fans."

4. Article 7.3, Chapter VII of the aforementioned VELUX EHF Champions League Regulations specifies:

"*[…].For security reasons a minimum distance of 1 m shall be kept between the electrical advertising board system and the spectators' seat. […]*"

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."

B. As Regards the Obligation to Ensure Safety and Security

6. It follows therefrom that the Club, acting as organiser of the Match, had the obligation to ensure security and good order during the Match. Under the scope of this obligation, the Club must define and implement all necessary and adequate measures. One of these measures consists in setting up a one-meter zone in between the electrical advertising board system and the spectators' seats.

7. In this regard, the Club argues that the risk level of the Match was low since no security issue occurred in the past and subsequently it did not require keeping the first row of spectators free. Yet, in light of the aforementioned Article 7.3, the Panel recalls that the distance of one meter must be respected regardless the risk category of the given match. By not complying with this obligation, the spectator was able to physically reach and assault the EHF referee which constitutes a clear failure to adequately protect the participants and in the case at stake the EHF referees.

8. Hence, the Panel finds that the Club did not enforce all necessary and adequate measures to ensure safety and security during the Match which subsequently constitutes a violation of their core obligation to provide all participants with safe conditions at any time for which the Club must be sanctioned accordingly.

C. As Regards the Spectator's Behaviour

9. With regards to the incident itself, the EHF Court of Handball recalls that Article 2.2 of the EHF Legal Regulations set forth a principle of strict liability according to which clubs shall be held liable for the behaviour of their fans whether or not they are at fault themselves.

10. Bearing the above in mind, the Club is responsible for the violent and extremely improper and unsportsmanlike conduct of one of their spectator and shall be sanctioned accordingly.

D. As Regards the Determination of the Appropriate Sanctions

11. In view of the foregoing, the Panel finds that the Club must be sanctioned for, on the one hand, having failed to implement all adequate measures to enforce safety and security and, on the other hand, for the misbehaviour of the spectator.

12. With regards to the failure to implement all adequate measures, and in particular to set-up a one-meter zone in between the electric advertising board and the spectators' area, to define the type and extent of the sanction, the Panel takes into consideration the fact that the Club is sanctioned for such a violation for the first time as a mitigating circumstance.

13. Consequently, According to articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.2 b) of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €3.000 (three thousand Euros).

14. With regards to the spectators' behaviour, the Club stresses that the spectator's gesture is a slap or a whisk, was not carried on with a negative intention and occurred while the referee was already falling down following a contact with an opponent's player.

15. The Panel recalls that no contact of any kind shall ever take place in between any spectator and EHF officials, the type of gesture and the kind of intention displayed are relevant only to define the extent of the sanction to be imposed but the shall not be regarded or considered as mitigating circumstances.

16. The Panel has carefully studied all documents of the case and in particular the video of the incident and disagrees with the observation of the Club. Indeed, it is clearly visible that no contact took place in between the EHF referee and any player before the incident. The fall of the latter was solely provoked by the spectator's intentional blow which demonstrates the strength and intensity of the contact.

17. Thereby, the Panel wishes to draw the attention of the Club to the seriousness of such behaviour. Not only does it constitute an extremely dangerous gesture towards the physical integrity of an EHF Official, but it is also highly detrimental to the image and thus the interests of our sport, especially when taking place during the most prestigious club team competition in men's handball for which the media coverage is broad and the public interest high. This incident contravenes the core principles of fairness and sportsmanship promoted by the EHF and which constitute guiding principles of our sport.

18. Consequently, 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 4.2 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 €10.000 (ten thousand Euros).

19. When defining the amount of the fine, the Panel took into consideration mitigating circumstances, namely the fact that the Club undertook legal steps internally, i.e. ban of the spectator, and externally, i.e. filing of a police report.

III. Decision

The Club shall pay two fines amounting in total to €13.000 (thirteen thousand Euros), respectively €3.000 (three thousand Euros) for having failed to implement adequate safety and security measures and €10.000 for the violent and extremely unsportsmanlike behaviour of a spectator towards an EHF referee.

EHF Court of Handball
Decision
Case n° 16 20408 4 1 CoH
6 June 2016

In the case against

Federation X…

Panel
Tapio Arponen (Finland)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

TV Production; Host Broadcaster Minimum Requirements; Production of a Satellite Signal.

(Appealed, see CoA decision n°20408)

I. Facts

1. On 2 June 2016, following an email sent by their media partner, the EHF contacted the Federation X… (the "Federation") to request the satellite details for Round 6 of the Women's EHF EURO 2016 Qualification Phase 2 scheduled to take place on 5 June 2016 (the "Match"). Prior to that reminder, the EHF media partner had sent two emails to the Federation, respectively on 30 May and 2 June 2016, to request the relevant satellite parameters, 6. Both emails remained unanswered.

2. On 3 June 2016, the Federation's host broadcasting partner replied to the EHF in an email whereby it is explained that due to internal regulations they cannot reserve a satellite signal. The EHF was invited to reserve the signal itself.

3. On the same day, the EHF informed the Federation and their partner that the EHF had set up the satellite and provided the respective parameters. The EHF also underlined that the related costs will have to be covered by the Federation since it is their obligation. The Federation agreed with the EHF's solution.

4. On 21 June 2016, the EHF requested the Court of Handball to open legal proceedings against the Federation for having failed to deliver the TV signal of the Match via satellite contrary to the obligation set forth in the Minimum Requirements for TV Host Broadcasters. The EHF underlined that the Federation failed despite having received several reminders and being well aware of the situation since a similar occurrence took place in June 2015. A statement of facts from the EHF National Team Competitions Unit, the Minimum Requirements for TV Host Broadcasters, the Federation's Host Broadcaster Form as well as the 2015 and 2016 correspondences in between all parties involved were attached to the claim.

5. On 29 June 2016, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court. The composition of the Court of Handball panel (the "Panel") nominated to decide the case was also communicated to the parties in the letter.

6. No statement was filed by the Federation.

II. Decisional Grounds

A. General Remark as Regards the Absence of Statement from the Federation

1. The EHF Court of Handball underlines that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. Consequently, 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 the present case, the deadline set granted a significant lapse of time to the Federation to provide relevant documents. The Court of Handball, as guarantor of the aforementioned principles in first instance, regrets that the defendant did not provide any statement in the frame of the legal proceedings of the present case.

B. As Regards the Alleged Failure to Ensure a TV Signal via Satellite

2. After careful examination of all documents provided to the Panel, the following facts are confirmed and undisputed:

- The Federation did not deliver a TV signal via satellite, instead the EHF reserved it.

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

4. Article 1.1 of the EHF EURO Qualification Regulations states that the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the EHF Women's EURO qualification rounds are governed by the EHF EURO Qualification Regulations (the "Regulations").

5. Article 40.23 "Television", Section XX "Media Matters" of the Regulations reads as follows:

"*The Host Federation must provide all required facilities for the installation of TV equipments (cameras) by the TV host broadcaster. Further requirements in terms of equipment, facility and personnel defined in the EHF manual "TV Hostbroadcaster Minimum Requirements" must be complied with by the Host Federation.*"

6. Article 1 of the "Minimum Requirements for TV Host Broadcasters" states:

7. "*EHF/Infront and/or its technical providers have to receive the world feed signals of the matches from satellite for its own use free of charge - if requested by the EHF/Infront.*"

7. Besides, Article 4 "Distribution of signals" of the aforementioned minimum requirements states:

"The match signal shall be delivered to the rights holders via an (European) satellite, which can be received by all parties."

8. Furthermore, the abovementioned obligation was recalled in the host broadcaster form provided to the EHF by the Federation and dated 19 May 2016.

9. It follows therefrom that the Federation had the obligation to deliver the TV signal of the match via satellite.

10. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball 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 circumstances and aggravating circumstances, within the frame provided especially in Article D.1 f) of the EHF List of Penalties in the present case which provides with a range of fine comprised between €2.000 and €80.000.

11. The EHF Court of Handball wishes to underline that the production of an international standard TV signal is of core importance since the TV broadcast constitutes the essential component to ensure the visibility and international presence of our sport, ensuring at the same time its continuous development. Additionally, a proper production is all the more important, and thus the failure of the Federation all the more regrettable, that the concerned competition is one of the flagship events of European handball. The failure to comply with this obligation is regarded as a severe violation of the EHF EURO Qualification Regulations.

12. Besides, the Panel notes that the Federation received several reminders, first from the EHF media partner, and then from the EHF. The intervention of the EHF became necessary due to the absence of reply from the Federation despite the fact that the Match was taking place three (3) days later. In addition, the Federation was well aware that a solution had to be found since such a situation already occurred in 2015. Nevertheless, the Federation did not undertake any step to find a solution and the matter could once again only be solved thanks to the good will of the EHF in light of the urgency of the situation.

13. Hence, the Panel finds that the Federation displayed a total lack of interest and adopted an unacceptable and negligent behaviour towards an essential obligation as regards the TV production of the most important national team competition in women's handball. Such an attitude is regarded as an aggravating circumstance taken into consideration by the Panel in order to define the extent of the sanction to be imposed.

14. The fact that the Federation's partner was not able to deliver a TV signal via satellite is regarded as irrelevant. Indeed, the Federation is solely responsible towards the EHF for the implementation of the applicable regulations and shall ensure that such obligations and the respective measures to be taken may not be prevented by third parties.

15. In view of the foregoing, and according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 f) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €24.000 (twenty-four thousand Euros), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.

16. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, 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 amount of the fine.

III. Decision

The Federation shall pay a fine of €24.000 (twenty-four thousand Euros) for violation of the obligation to deliver a TV signal via satellite within the organisation of the Match.

Half of the fine, i.e. €12.000 (twelve thousand Euros) is imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.

EHF Court of Handball
Decision
Case n° 16 20409 4 1 CoH
26 September 2016

In the case against

Federation X…

Panel
Tapio Arponen (Finland)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

TV Production; Host Broadcaster Minimum Requirements; Number of Cameras; Slow Motions; TV Graphics; Clean Sound.

I. Facts

1. On 1 June 2016, Round 5 of the Women's EHF EURO 2016 Qualification Phase 2. The given match (the "Match) was hosted by the Federation X (the "Federation").

2. On 6 June 2016, the EHF media partner informed the EHF that the away rights holder reported several host broadcaster violations from the Federation's side, i.e. insufficient number of cameras, no slow motion, no TV graphics and no clean sound.

3. On 21 June 2016, the EHF requested the Court of Handball to open legal proceedings against the Federation. The EHF explained that the Federation infringed multiple obligations set forth in the Minimum Requirements for TV Host Broadcasters despite being well aware of the situation since reminders had been sent to the Federation prior to the Match and a letter dated 24 June 2015 sent due to the occurrence of comparable infringements during a match of the Men's EHF EURO 2016 Qualification Phase 2. Furthermore, the EHF explained that the away rights holder had to produce its own TV signal in order to be able to broadcast the Match, in consequence of which the licensing fee agreed between the EHF media partner and the away rights holder had to be revoked. The EHF therefore claimed a damage amounting to the licensing fee, i.e. €25.000 (twenty five thousand Euros).

4. On 29 June 2016, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court. The composition of the Court of Handball panel (the "Panel") nominated to decide the case was also communicated to the parties in the letter.

5. On 30 June 2016, the Federation requested the Court of Handball to extend the submission deadline due to holy days during which the Federation's offices are closed.

6. On the same day, the Court of Handball granted the request.

7. On 25 July 2016, the Federation submitted a statement whereby it is in substance that the away rights holder was heartily welcomed, a full range of services were granted for the broadcast including several cameras, personnel and equipment. A statement from the host broadcaster was enclosed and could be summarised as follows. Best efforts were undertaken to broadcast the Match in the

best possible conditions. Only four (4) cameras can be used due to the technical specifications of the mobile control room. An electrical issue caused a break down. No slow motion is available in the mobile control room. No audio problem was detected after the control of the given records. Contacts were established with the away rights holder to inform them that the host broadcaster would be at their disposal and that they will allow them to perform live transmissions before and after the game. They were also asked whether any constraints. No response was provided. A comfortable environment was established to enable them to broadcast from the playing court although it was not their legal right. Finally, the host broadcaster concludes by explaining that the most important issue regarding the quality of a broadcast in the financial means.

II. Decisional Grounds

A. As regards the host Broadcaster minimum requirements violations

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

2. Article 1.1 of the EHF EURO Qualification Regulations states that the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the EHF Women's EURO qualification rounds are governed by the EHF EURO Qualification Regulations (the "Regulations").

3. Article 40.23 "Television", Section XX "Media Matters" of the Regulations reads as follows:

"*The Host Federation must provide all required facilities for the installation of TV equipments (cameras) by the TV host broadcaster. Further requirements in terms of equipment, facility and personnel defined in the EHF manual "TV Hostbroadcaster Minimum Requirements" must be complied with by the Host Federation.*"

4. Article 1 of the "Minimum Requirements for TV Host Broadcasters" states:

"*Production and provision of the TV live signal on the occasion of all matches in full length having at the venue / transmission point in a high international standard as a "clean - feed" (= free of any commercial branding, interviews or logos of e.g. TV stations, but with match graphics in English language) ex OB-Van at each venue*.The signals must be produced with a minimum of at least six (6) to eight (8) cameras per match and with at least two (2) to three (3) different slow motions (e.g. per EVS system) following each goal (details see attachment 1-5)."*
[…]
"The audios corresponding to that signals have to be two (2) audio channels (stereo

international tone / right and left) or higher, e.g. 5.1 (HD)."

5. Besides, Article 5 "On Air Graphics" and Attachment 5 "TV Graphics" of the aforementioned minimum requirements states:

"*The Host Broadcaster has the obligation to insert international TV graphics as further described in attachment 5.*"

"*English TV graphics should include – but shall not be limited to – the following situations:*
Intro match (e.g. stage of qualification, location, date, teams/countries)
Introduction teams (with all players, coach, country flag & 3-letter-code of countries)
Naming credits for each player & coach & referee
Yellow / red cards
Penalty times (up to 2 x 2)
Permanent graphics with:
a.) 3-letter-code of teams
b.) goal score
c.) (running) time played"

6. Furthermore, the abovementioned obligation was recalled in the host broadcaster form provided to the EHF by the Federation and dated 19 May 2016.

7. It follows therefrom that the Federation had the obligation to comply with the aforementioned obligations, in the case at stake, namely:

- Provide a sufficient number of cameras (i.e. six (6) to eight (8));
- Ensure the availability of slow motions (i.e. two (2) to three (3));
- Include TV graphics fitting the exposed requirements and;
- Provide a clean sound.

8. As regards the insufficient number of cameras, the absence of slow motions and the insertion of TV graphics in accordance with the requirements, after careful examination of all documents, the Panel underlines that the occurrence of these infringements is confirmed and undisputed by the Federation. Indeed, on the one hand, the statement from the TV station acknowledges that the production is only possible with four (4) cameras and that no slow motion is available in the mobile control room. On the other hand, no comment whatsoever has been provided by the Federation relating to the reported shortcomings as regards TV graphics. Hence, the Federation violated its obligations in these regards.

9. As regards the obligations relating to the sound quality to be provided by the host broadcaster, the Panel finds that neither any direct and clear explanation nor convincing element were provided by the Federation which would be such as enabling the Panel to set aside the violation exposed by the EHF in the statement of claim.

10. It follows therefrom that the EHF Court of Handball Panel finds that the Federation infringed the applicable regulations.

11. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball 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 circumstances and aggravating circumstances, within the frame provided especially in Article D.1 f) of the EHF List of Penalties in the present case which provides with a range of fine comprised between €2.000 and €80.000.

12. The EHF Court of Handball wishes to underline that the production of an international standard TV signal is of core importance since the TV broadcast constitutes the essential component to ensure the visibility and international presence of our sport, ensuring at the same time its continuous development. Additionally, a proper production is all the more important, and thus the failure of the Federation all the more regrettable, that the concerned competition is one of the flagship events of European handball. The failure to comply with this obligation is regarded as a severe violation of the EHF EURO Qualification Regulations.

13. In addition, the Panel stresses that following the organisation of a Men's EHF EURO 2016 Qualifications match which took place on 12 June 2015, the EHF sent a letter dated 24 June 2015 to the Federation. In this letter, subsequent to a letter of complaint received from the Norwegian Handball Federation, the Federation's attention was drawn to the fact that several shortcomings took place with regards to the TV signal and thus the broadcast of the match. The Federation was invited to undertake the necessary steps to prevent the occurrence of a similar situation. The Panel notes that the exposed shortcomings at the time of the letter happen to be similar to the ones occurred in the present case. The Federation had almost a year to resolve the matter.

14. Hence, the Panel finds that the Federation displayed a total lack of interest and adopted an unacceptable and negligent behaviour towards an essential obligation as regards the TV production of the most important national team competition in women's handball. Such an attitude is regarded as an aggravating circumstance taken into consideration by the Panel in order to define the extent of the sanction to be imposed.

15. In view of the foregoing, and according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 f) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €24.000 (twenty-four thousand Euros), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.

16. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, 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 amount of the fine.

B. As regards the alleged damage suffered by the EHF

17. The EHF emphasises that the multiple violations led to a direct loss of income amounting to €25.000 (twenty-five thousand Euros). Indeed, the away rights holder had to produce a TV signal due to the poor quality of the one produced by the Federation, hence, the licensing fee agreed between the EHF media partner and the away rights holder was revoked.

18. According to Article 8.1 of the EHF Legal Regulations:

"*Damage sustained as a result of infringements of Regulations including the withdrawal of teams or replays may be recovered from the offending party by claiming damages.*"

19. Besides, Article 12.4 of the EHF Legal Regulations provides as follows:

"*The EHF legal body may decide to impose on […] a federation sanctioned with any kind of penalties (including administrative sanctions) or measures to compensate, the additional costs and expenses and financial damages (including damages and/or fines paid to third parties) suffered by the EHF […] as a result of the offences committed by the individual, club and/member federation or associated federation.*"

20. The Panel acknowledges that the causal link is established between the Federation's multiple violations and the direct loss and thus, that the EHF is entitled to claim compensation.

21. Yet, the Panel observes that, on the one hand, although it is true that multiple violations occurred and that a disastrous situation could be prevented, i.e. a total absence of broadcast from the away rights holder, thanks to reactivity and competence of the away broadcaster, the Match could nevertheless be broadcasted. On the other hand, for reasons of proportionality, the Panel finds that the amount claimed by the EHF shall be reduced.

22. Therefore, as a result of the violations committed by the Federation, the Panel decides that half the requested amount shall be paid, i.e. €12.500 (twelve-thousand five hundred Euros) by the Federation.

III. Decision

The Federation shall pay a fine of €24.000 (twenty-four thousand Euros) for multiple violations of the host broadcaster minimum requirements within the organisation of the Match.

Half of the fine, i.e. €12.000 (twelve thousand Euros) is imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.

Moreover, the Federation shall pay €12.500 (twelve thousand five hundred Euros) to compensate the loss suffered by the EHF caused by the multiple violations.

EHF Court of Appeal
Decision
Case n° 1520364 4 2 CoA
17 December 2015

In the appeal filed by

Club X…,

Panel
Jens Bertel Rasmussen (Denmark)
Lucio Correia (Portugal)
Marek Szajna (Poland)

Advertising; Distribution of Promotional Material; Fan Activation Tools; Exclusivity Rights; EHFM Refusal Right.

I. Facts

1. Club X (hereinafter the "Club" or the "Appellant") hosted Rounds 3 and 5 of the 2015/2016 VELUX EHF Champions League (hereinafter also the "Competition") respectively on 3 and 17 October 2015.

2. Following the organisation of Round 3, and based on the report of the EHF marketing supervisor which included pictures, the Club received feedback from EHF Marketing GmbH (hereinafter "EHFM") whereby they were requested to not place promotional flyers, which were at the time referred to as "fan clappers", on the first row seats of the playing hall and to send any similar tool to the EHFM for prior approval before production.

3. Despite the feedback, the Club distributed the same promotional flyers within the framework of Round 5. The EHFM informed the Club that legal proceedings will be undertaken.

4. The EHF (hereinafter the "Respondent") filed a claim with the EHF Court of Handball which opened legal proceedings against the Club on 28 October 2015.

5. The decision of the EHF Court of Handball was communicated to the parties on 24 November 2015. The body of first instance decided as follows:

6. "In view of the foregoing, according to Articles 6.1, 12.1, 13 and 14.1 of the EHF Legal Regulations, as well as Article D.1 a) of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €10.000 (ten thousand Euros).

7. Nevertheless, the panel believes that the aim of the sanction is also to prevent similar infringements to occur again and that such aim can be achieved by suspending part of the fine since it has a deterrent effect.

8. Hence, and according to Article 17.1 of the EHF Legal Regulations part of the fine, i.e. €3.500 (three thousand five hundred Euros) is imposed on a suspended basis with a probation period of two (2) years starting from the date of the present decision."

9. The Club, via their legal representative, lodged an appeal on 1 December 2015 against the decision of the EHF Court of Handball whereby the Court of Appeal is requested to reverse the first instance decision and to absolve the Club from any liability or to impose a less severe and appropriate fine.

10. The arguments of the Appellants may be summarised as follows:

- The promotional materials has been wrongly identified as “fan clappers”, they were instead small promotional leaflets (A3 format) and therefore not visible on TV. The provisions of the VELUX EHF Champions Regulations relating to “Fan Activation Tools” should thus not apply.
- The commercial relationship between the Club and Hummel is well known and accepted by EHFM. The logo of the sponsor is more visible on the players’ equipment and communication channels than on any small promotional leaflets.
- The company Hummel was opening the first and only retail store in the given country; consequently, as one of the most important partner, the Club placed the leaflets in order to maintain good relations with this important partner.
- The Club was aware of the Adidas exclusivity, which is why the size of the leaflets was such that it was not visible to cameras.
- The Court of Handball correctly states that the Club has been sanctioned for similar infringements less than five (5) years ago. However, the management of the Club has changed since these infringements were committed and the organisation of the Competition has been exemplary since then. A letter from the EHF Secretary General congratulating the Club for the organisation of a match in April 2015 was enclosed to the statement of appeal.
- The Club undertook all necessary efforts to improve its compliance with relevant rules and avoid infringements. The reality is that all participants in the Competitions have a responsibility towards the EHFM and their own partners. The Club was thus placed in a situation where both parties must be accommodated which is in reality often impossible. The infringement was minimised since the Hummel logo was not displayed in a manner that would not be necessarily otherwise in the hall. No commercial gain has been made by the Club out of the distribution.
- The fine is not only disproportionate in light of the actual infringement but also in light of the prize money awarded to the participants.
- In light of the exposed arguments, the Club underlined that the Court of Handball has not taken all mitigating circumstances into consideration.

11. The Court of Appeal requested, on 10 December 2015, both marketing supervisors in charge of Rounds 3 and 5 to precise where exactly and on how many seats approximately were positioned the promotional flyers.

12. Both marketing supervisors sent additional pictures and underlined that the promotional flyers were located from rows 101 to 120 which represents the entire lower ring of the playing hall.

13. The documents filed by the marketing supervisors were sent to the parties and a deadline to provide comments was set.

14. No additional statement and/or comment were submitted.

II. Decisional Grounds

A. Regarding the distribution of promotional material

1. Pursuant to Article 12.1 of the EHF Legal Regulations, the EHF Court of Appeal shall decide, at its own discretion, within the frame of the EHF Legal Regulations and EHF List of Penalties, after having taken into consideration the objective and subjective elements of the case as well as the possible mitigating and/or aggravating circumstances, the type and extent of sanctions and measures to be taken.

2. The EHF Court of Appeal panel has thoroughly examined all documents of the case: the file of the EHF Court of Handball and the statement of appeal of the Club as well as the clarifications provided by the respective marketing supervisor.

3. In the present case the facts of the case and the reported infringement is not disputed by the Appellant. The EHF Court of Appeal will therefore only examine whether the decision of the EHF Court of Handball to impose a fine of €10.000 (ten thousand Euros), €3.500 (three thousand five hundred Euros) being imposed on a suspended basis on the Club is proportionate and whether the correct legal basis is correct, especially in light of the arguments brought by the Appellant. The occurrence of the following infringement is consequently not in dispute:

- The Club distributed, without prior approval, promotional flyers in the frame of two Competition (2) rounds.

B. Regarding the legal qualification of the promotional flyers

4. The Appellant argues that the material in question was not such as triggering the application of Article 5.5, Chapter V of the 2015/2016 VELUX EHF Champions League Regulations and related to fan activation tools reading as follows:

"*EHFM has a first right of refusal for any kinds of fan activation tools used in the frame of VELUX EHF Champions League matches. Fan-activation tools, such as e.g. fan clappers or air sticks, may therefore only be used upon prior approval by EHFM. Layouts have to be sent to EHFM prior to production. If approved by EHFM only club sponsors, which do have logo presence on the playing court, may also have logo presence on fan-activation tools.*"

5. The EHF Court of Appeal underlines that Article 5.5 does not set forth an exhaustive list of items to be identified as fan activation tools but simply few examples after having clearly specified that any kinds of activation tools must be approved by the EHFM. The flyers must thus be regarded as part of a promotional campaign to raise the awareness of the spectators with regards to the opening of a Hummel store.

6. Consequently, the promotional flyers distributed must be regarded as fan activation tools and, hence, the EHF Court of Appeal finds the legal basis used by the EHF Court of Handball to identify the nature of the material distributed correctly grounded. Furthermore, the EHF Court of Appeal agrees with the EHF Court of Handball that it is irrelevant whether the EHFM had used a wrong description to

describe the material, i.e. fan clappers, since there was no possible doubt as to what they were referring to.

C. Regarding the proportionality of the fine imposed

7. To decide upon the amount of the fine to impose on the Appellant, the EHF Court of Handball referred to Articles 6.1, 12.1, 13 and 14.1 of the EHF Legal Regulations as well as to Article D.1 a) of the EHF list of Penalties for infringements relating to advertisement set-up and use in the playing hall and related areas which provide with a range for fines from €500 to €50.000.

8. While defining the extent of the sanction, the EHF Court of Appeal has observed that the body of first instance took into consideration both the objective and subjective elements of the case.

9. First, the EHF Court of Appeal agrees with the findings of the EHF Court of Handball as regards the seriousness of the infringement. Adidas is a major and exclusive partner of the EHF, the promotion of a direct and well-known competitor via a broad distribution, i.e. the entire lower ring of the playing hall, of promotional flyers for commercial purposes offering a substantial advantage to spectators having one in their possession, i.e. 20% discount, constitutes an actual advantage to Hummel and thus a disadvantage and harm towards the EHF's partner.

10. Whether the flyers were visible on TV or not because of their reduced size does not exonerate the Club from the obligation to comply with the applicable regulations nor does it reduce the seriousness of the violation. In this sense, the EHF Court of Appeal underlines that in its Introduction, Article 5, Chapter V of the 2015/2016 VELUX Champions League Regulations, set forth a general prohibition to affix, present or make otherwise visible in the playing hall any advertising and/or any material, equipment and objects present in the playing hall unless expressly agreed by EHFM.

11. Second, the Court of Appeal confirms the position of the body of first instance as regards the intention of the Club. Indeed, the Club displayed a clear awareness and willingness to breach the regulation since not only did they fail twice to inform the EHFM on the distribution but they also ignored the EHFM's feedback sent after Round 3 of the Competition and committed the same infringement in Round 5.

12. The Appellant argues, on the one side, that it has the willingness to minimise the infringement, and, on the other side, that it is impossible to accommodate their own partner and the EHFM partner. As to the willingness to minimize the infringement, the Court of Appeal underlines that such an argument does not mitigate the sanction imposed; on the contrary, it demonstrates once more that the Club consciously committed the infringement. As to the impossibility to accommodate both partners, the EHF Court of Appeal understands the difficulty to balance all interests in the Competition; however, at no point of time did the Club undertake any effort to find any solution with the EHFM since no information and/or

request for information was addressed to the EHFM.

13. Third and this is confirmed by the Appellant, the EHF Court of Handball has rightly established that the Club has been sanctioned for similar infringements less than five (5) years ago in the cases n°112009241 and n°112009341. The EHF Court of Appeal finds relevant to mention that fines imposed at the time amounted respectively to €6.000 (six thousand Euros) and €12.000 (twelve thousand Euros) and that according to Article 13 of the EHF Legal Regulations, the legal bodies may increase up to double the penalties which provided the possibility for the EHF Court of Handball to impose a fine up to €24.000 (twenty-four thousand Euros).

14. The Appellant however argues that the Club's management at the time of the previous infringements was different. Yet, the Court of Appeal finds such an argument irrelevant since the Club is a legal entity and remains liable for past wrongdoings.

15. Finally, the present appeal body notes that a significant part of the fine, i.e. €3.500 (three thousand five hundred Euros) is imposed on a suspended basis and agrees with the assessment of the body of first instance according to which the aim of the sanction is also to prevent similar infringements to occur again and that such aim can be achieved by suspending part of the fine since it has a deterrent effect.

16. It follows therefrom that the fine determined by the EHF Court of Handball is adequate and proportionate to the nature of the infringements and the circumstances of the case.

17. In light of the foregoing, all arguments of the Appellant with regards to the disproportionality of the fine imposed are rejected since none of them is such as to reduce the fine of an amount adequately and proportionally imposed by the EHF Court of Handball.

III. Decision

The decision of the EHF Court of Appeal is as follows:

The appeal of the Club is rejected.

The decision of the EHF Court of Handball n°152036441 dated 24 November 2015 is upheld.

The Club shall pay a fine of €10.000 (ten thousand Euros) for having violated the EHF, respectively the EHFM, exclusivity rights as regards activation tools in the frame of the VELUX EHF Champions League.

Part of the fine, i.e. €3.500 (three thousand five hundred Euros) is imposed on a suspended basis for a period of two (2) years starting as of the date of the decision of first instance.

Based on Article 39.5 of the EHF Legal Regulations, the appeal of €1.000 paid by the Appellant shall be forfeited to the credit of the EHF.

The Appellant shall bear their own counsel costs relating to the present legal proceedings.

EHF Court of Appeal
Decision
Case n° 162040722CoA

21 June 2016

In the appeal case filed by

Club Z…

Panel
Jens Bertel Rasmussen (Denmark)
Lucio Correia (Portugal)
Roland Schneider (Switzerland)

International Transfer Release; Player's Status; List of professional players; Education compensation

I. Facts

1. On 5 April 2016, Federation W… addressed an official transfer request to Federation X… regarding Player Y… from the Club Z… (hereinafter respectively also the "Player" and the "Club").

2. On 7 April 2016, Federation X… informed Federation W… that the Player had a contract valid until 30 June 2017 (hereinafter also the "Contract"). A phase of discussions took place between the parties involved from which the following arguments and requests may be summarised:

- According to Federation X… and the Club, the Player has a valid contract for a period comprised between 10 September 2009 and 30 June 2017 and an additional one for the season 2015/2016. He shall thus be regarded as professional player, in consequence of which the Player is not free to leave and education compensation must be paid to both Federation X… and the Club in case of transfer.
- According to Federation W…, the Player is not registered on the list of professional players provided by Federation X… and received a small amount of money since 2009.

3. On 31 May 2016, the EHF was requested to take a decision in the matter.

4. On 1 June 2016, the EHF Administrative Body of First Instance communicated its decision to the parties. The body of first instance decided as follows:

"*1.The EHF regards the Player Y as an amateur player for the current season as of 2015/2016.*

2. The valid and binding contract with the club for the period from 10.09.2009 (date of signature) to 30.06.2017 was officially registered and confirmed by the Federation X… only for five seasons as of 2009/2010, 2010/2011, 2011/2012, 2012/2013 and 2014/2015.

3. The EHF does release the player to Club V….

4. The amounts referring to the education compensation for the player as of counting on 5 seasons/club and 4 seasons/national federation have to be paid by Club V…

5. All transfer rights for the player Y… are with Federation W…."

5. On 7 June 2016, the Club lodged an appeal against the decision of first instance whereby the Court of Appeal is requested to either reverse or amend the first instance decision or a revocation and

remission of the case to the body of first instance.

6. The arguments of the Appellant may be summarised as follows:

- Federation X… officially registered and confirmed the Contract according to the regulations. The Contract is thus valid and binding from 10 September 2009 to 30 June 2017.
- The fact that the Player does not appear on the list of professional players for the seasons 2013/2014 and 2015/2016 does not affect the validity of the Contract.
- No rule or regulation bind the validity of a contract to the fulfilment of the obligation to register the player on the list to be provided to the IHF and the EHF. Such an obligation may lead to sanctions towards the National Federation but players and club should not suffer the consequences of that.
- The Player must therefore be considered as a professional player in accordance with Article 3.2 of the IHF Player Eligibility Code and 3§1 of the IHF Regulations for Transfer Between Federations

7. On 8 June 2016, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide documents by 15 June 2016 if deemed necessary. The parties were also informed on the composition of the Court of Appeal Panel (hereinafter also the "Panel") nominated to rule upon the case. The file of first instance composed of the statement of appeal, the first instance decision, the Contract, the additional contract for the season 2015/2016, payment receipts for the period comprised between December 2015 and Match 2016 and the player's statement, was enclosed.

8. On 9 June 2016, Federation X… sent additional documents on behalf of the Club, i.e. a version of the Contract with a registration stamp from the registration centre of the respective city and a letter explaining the financial details of the relationship between the Club and the Player.

9. No additional statement and/or comment were submitted.

II. Decisional Grounds

1. The Panel has thoroughly reviewed and examined all documents provided within the course of the first instance proceedings and the present appeal proceedings, including the list of professional players from the season 2009/2010 until the season 2015/2016.

2. The following facts are established and undisputed by the Parties:

- The Player is registered on the list of professional players for the seasons 2009/2010, 2010/2011, 2011/2012, 2012/2013 and 2014/2015.
- The Player is not registered on the list of professional players for the seasons 2013/2014 and 2015/2016.
- The Contract has been signed between the Player and the Club for a term starting as of 10 September 2009 and ending on 30 June 2017.
- An additional contract in connection to the Contract has been signed between the Player and the Club for the season 2015/2016.

3. In light of the established facts, the main issue to be addressed by the Panel consists in establishing the Player's status and, based on that, the subsequent consequences of the absence of registration of the Player on the list of professional players for the seasons 2013/2014 and 2015/2016.

4. When doing so, the Panel shall base its decision upon regulations applicable to players' status and transfer regulations, i.e. the IHF Player Eligibility Code and the IHF Regulations for Transfer Between Federations. For the sake of clarity and completeness, the Panel wishes to underline that its competence at stake is limited to the regulatory scope defined under the abovementioned regulations. It is thus not the task of the body of second instance to rule upon any civil and/or labour matter arising out of the contractual relationship between the Club and the Player. Such a task belongs to the competent jurisdiction set forth the Contract.

5. Article 2.2a) of the Player Eligibility Code states:

"*A professional is a player who has a written employment contract with a club and is paid more than the expenses he effectively incurs in return for his handball activity. It is therefore compulsory to stipulate a written contract between the club and a player. Oral arrangements between a club and a player, although possibly admissible by and in conformity with local labour law, are not in line with these regulations. Players that have another regular working activity or employment besides their remunerated handball activity (so-called semi-professionals) shall also be considered as professionals if they comply with the first sentence of 2.2 a.)*"

6. Article 3 of the IHF Transfer Regulations states:

"*1. Any player receiving compensation in excess of the costs named in Article 2 of the IHF Player Eligibility Code shall be in possession of a written contract with his club. Such contract shall be legally signed and define all of the contracting parties' rights and duties with legally binding effect.*

2. Important constituents of any such contract as named in § 1.1. of this Article are the duration of the contract (beginning and end) as well as provisions relating to termination of the contract by either party.

3. Every National Federation shall send a central register of all professional players reported in the area it is in charge of to the IHF and the Continental Confederation concerned by 15 October of each year. Players concluding a contract during the season shall be reported to the IHF and the Continental Confederation concerned by the National Federation within 7 days."

7. Article 4 of the Player Eligibility Code states:

"*Every club shall, for each playing season, report the players it has under contract to its National Federation by means of a form provided by the IHF by 30 September of each calendar year. Amateur players concluding a contract during the season shall be reported to the National Federation by the club within 7 days.*

National Federations shall generate a central register of professional players within their jurisdiction by 15 October of each year to be submitted to the Continental Confederation concerned. The Continental Confederation shall submit this register to the IHF by 15 November of each year. ***Players who are not registered in this list or who are not announced in due time according to Article 4, are considered amateur players***."

8. It follows therefrom that in order for a player to be granted the status of professional, it is indeed necessary to meet all criteria relating to the employment relationship with a club. Nevertheless, these conditions are not sufficient to establish a player's status. It is also necessary to be duly registered on the list of professional players and this list must be timely submitted to the Continental Federation, i.e. the EHF in the present case. Both elements must therefore be met to grant a player a professional status.

9. The Appellant argues that the absence of registration does not have an impact on the validity of the Contract as no rule or regulation binds the validity of a contract to the fulfilment of the obligation to register the player on the list and that such a failure should only lead to a sanction of the National Federation concerned. The Panel finds such a finding incorrect, the abovementioned Article 4 is clear and the registration as a professional player has clearly a constitutive nature/character and does not only constitute a formal regulation. Hence, the Panel underlines that whether the Player was under a valid contract or not is irrelevant since being in possession of a valid contract constitutes only one of the prerequisite to establish a player's status, another prerequisite is to be registered by the concerned National Federation on the list of professional players.

10. As regards the argument of the Appellant relating to the fact that the Club and the Player shall not face the consequences of the failure by Federation X… to register the Player. The Panel disagrees and draws the attention of the Appellant to the fact that whether the Club correctly submitted the requested information to the Federation is not established and would anyway be irrelevant since the aforementioned Article 4 of the Eligibility Code clearly sets forth that the only conclusive list to be taken into consideration by the EHF is the one provided by the National Federation. It is consequently not the competence of the Panel nor the object of the issue at hand to establish whose responsibility it is. The strict obligation is undoubtedly attributed to National Federations; a failure of the latters must therefore also be automatically identified as a club's failure.

11. In the present case, the Panel finds that the Player is not registered on the list of professional players for two (2) seasons (i.e. 2013/2014 and 2015/2016) and must therefore be regarded as an amateur player during these periods.

12. Hence, education compensation shall not be demanded by the Club for the seasons 2013/2014 and 2015/2016, furthermore, the Player shall be regarded as free to be transferred to whatever club since all dispositions applicable to professional players set forth in the IHF

Regulations for Transfer Between Regulations which may have constituted valid limitations under the aforementioned regulations are inapplicable to amateur players.

13. The Court of Appeal Panel thereby confirms the position of the body of first instance and decides as follows.

14. Thus, education compensation may be requested by the Club for a total of five (5) seasons (i.e. €14.400) during which the Player was registered on the list of professional players and by the Federation for a total of (4) seasons (i.e. €2.640) during which the Player was listed at least once in a match report.

15. Furthermore, the Player is released and all transfer rights shall be with Federation W….

16. Finally, regarding the applicable administrative transfer fees, in accordance with Article 12 of the IHF Regulations for Transfer Between Federations, a professional player gains the status of an amateur player after a period of twelve (12) months following the expiry of his last contract when it comes to fees. For the sake of clarity, the Panel underlines that the scope of this article is strictly circumvented to administrative fees. Thus, since the last time the Player was registered on the list of professional player was for the season 2014/2015, the player has a status of professional player until 30 June 2016 when it comes to defining the administrative transfer fees to be paid. The amount of €1.230 is thus due twice, in favour of respectively Federation X… and the EHF.

III. Decision

The decision of the EHF Court of Appeal is as follows:

The appeal of the Club is rejected.

The decision of the EHF Administrative Body of First Instance n°162040721 dated 1 June 2016 is upheld.

The Player is released and all transfer rights remain with Federation W….

Education compensation shall be paid to the Club in the amount of €14.400 (fourteen thousand and four hundred Euros) and to Federation X… in the amount of €2.640 (two thousand and six hundred forty Euros) by 1 July 2016.

Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be forfeited to the credit of the EHF.

EHF Court of Appeal
Decision
Case n° 162040842CoA

10 October 2016

In the appeal case filed by

Federation X…

Panel
Markus Plazer (Austria)
Lucio Correia (Portugal)
Roland Schneider (Switzerland)

TV Production; Host broadcaster minimum requirements; Production of a satellite signal.

I. Statement of Facts

1. On 5 June 2016, the Federation X… (hereinafter also the "Federation" or the "Appellant") hosted the Round 6 match of the Women's EHF EURO 2016 Qualification Phase 2 (hereinafter also the "Match").

2. Prior to the Match, two (2) emails were sent by the EHF media partner to Federation whereby the satellite details were requested. As the emails remained unanswered, the EHF contacted the Federation on 2 June 2016 to request the satellite details.

3. The following day, the Federation's host broadcasting partner sent an email to the EHF by which it is exposed that in light of applicable international regulations, it is not possible for them to reserve a satellite signal. The EHF was thus invited to reserve the signal itself.

4. On the same day, the EHF set up the satellite, informed the Federation and provided the parameters to its media partner. The EHF drew the attention of the Federation to the fact that all related costs shall be charged to the Federation since the setup of the satellite constitutes an obligation. The Federation agreed.

5. The EHF (hereinafter also the "Respondent"), filed a claim with the Court of Handball on 21 June 2016. The first instance body opened legal proceedings against the Federation for having failed to deliver the TV signal of the Match via satellite. The EHF underlined that the Federation failed despite having received several reminders before the Match but also despite a similar occurrence which took place in June 2015.

6. The decision of the Court of Handball was communicated to the parties on 25 July 2016. The first instance decided as follows:

"*In view of the foregoing, and according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 f) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €24.000 (twenty-four thousand Euros), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.*"

7. The Federation lodged an appeal on 1 August 2016 against the decision of the Court of Handball. The Federation argues in substance that all necessary prerequisites were met to ensure the broadcast of the Match. The Federation cannot be sure why the TV signal was not taken from the away team and who is

responsible for providing such information to the guest TV.

8. On 29 August 2016, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide additional documents by 12 September 2016 if deemed necessary. The parties were also informed on the composition of the Court of Appeal Panel (hereinafter also the "Panel") nominated to rule upon the case. The file of first instance was enclosed.

9. On 12 September 2016, the Federation filed additional documents, namely confirmation that a satellite signal would be delivered (i.e. customer information and client confirmation) and a communication with the away federation whereby it is acknowledged that a satellite signal was effectively delivered.

II. Decisional Grounds

1. Pursuant to article 12.1 of the EHF Legal Regulations, the EHF Court of Appeal shall decide, at its own discretion, within the frame of the EHF Legal Regulations and EHF List of Penalties, after having taken into consideration the objective and subjective elements of the case as well as the possible mitigating and/or aggravating circumstances, the type and extent of sanctions and measures to be taken.

2. As regards the facts of the case, it is alleged that the Appellant failed to deliver the TV signal of the Match via satellite. The Appellant challenges such allegation and contends having complied with all prerequisites to ensure the broadcast of the Match, ignoring at the same time the reason why the away rights holder did not use the signal.

3. The Panel has thoroughly reviewed and examined all documents provided within the course of the first instance proceedings and the present appeal proceedings. Within these sets of submissions, the Panel finds no element whatsoever which may raise any doubt as regards the materiality of the occurrence. At no time does the Appellant establish having delivered the TV signal via satellite on its own means. Quite the contrary, documents provided by the Appellant confirm that the EHF proceeded to the uplink of the satellite signal in order to remedy the Appellant's failure.

4. Finally, the Appellant focuses on an alleged non-reception of the TV signal by the away team. The Panel underlines that such an argument is not in any way related to the matter at stake and is thus regarded as irrelevant.

5. It follows therefrom that the facts of the case and the reported infringement are confirmed by the Court of Appeal. Hence, the Appellant contravened Article 40.23 of the EHF EURO Qualification Regulations as well as Articles 1 and 4 of the Minimum Requirements for TV Host Broadcasters in which the obligation to deliver a TV signal via satellite is set forth.

6. As regards the type and extent of the sanction imposed by the Court of Handball in first instance, i.e. €24.000 (twenty-four thousand Euros), half of which being on a suspended basis for a probation period of two (2) years. To decide upon the amount, the Court of Handball referred to Articles 6.1, 12.1 and 14.1 of the EHF Legal

Regulations and to Article D.1 f) of the EHF List of Penalties relating to the production of the international TV signal which provide with a range for fines from €2.000 to €80.000.

7. While defining the extent of the sanction, the Panel has observed that the Court of Handball took into consideration both the objective and subjective elements of the case.

8. First, the Court of Appeal agrees with the Court of Handball with regard to the gravity of the violation. As pointed out by the body of first instance, the continuous development of our sport is possible only if its visibility is ensured. Hence, the production of an international standard TV signal is elementary and fundamental to ensure the presence of the sport and its actors as well as of all its economic stakeholders. The obligation was all the more important that the competition concerned constitute one of the flagship events of European handball. The Court of Appeal consequently finds that the Court of Handball has rightly established the seriousness of the Appellant's violation.

9. Second, the Court of Appeal agrees with the position of the Court of Handball as regards the attitude displayed by the Appellant. Prior to the Match, multiple reminders were sent to the Appellant whereby the satellite details were requested, these reminders remained unanswered up to three (3) days before the Match. Furthermore, a similar situation took place in 2015 within the framework of a Men's EHF EURO 2016 Qualification match. Hence, the Court of Appeal confirms the finding of the Court of Handball that the Appellant displayed a total lack of interest and adopted an unacceptable and negligent behaviour towards an essential obligation and that this kind of attitude shall constitute an aggravating circumstance when defining the extent of the sanction.

10. Third, Article D.1 f) of the EHF List of Penalties set forth an extensive range as regards the possible amount to be imposed by the competent legal body in the event of violation in the field of production of an international TV signal. The Panel observes that the amount defined by the Court of Handball remain within the lower range of possibilities.

11. Finally, the Court of Appeal notes that a significant part of the fine, i.e. half of the total amount, is imposed on a suspended basis in accordance with Article 17 of the EHF Legal Regulations and agrees with the assessment made by the body of first instance when establishing 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 amount of the fine.

12. In light of the foregoing, and in particular in light of the nature of the violation and the circumstances of the case, the Court of Appeal finds adequate and proportionate the amount of the fine determined by the body of first instance.

III. Decision

The decision of the EHF Court of Appeal is as follows:

The appeal of the Federation is rejected.

The first instance decision of the EHF Court of Handball n°162040841 dated 25 July 2016 is upheld.
The Federation shall pay a fine of €24.000 (twenty-four thousand Euros), half of which being imposed on a suspended basis for a period of two (2) years.

Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be forfeited to the credit of the EHF.