

Cycling Esports

Anti-Doping Policy

30 March 2020

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Effective as of 30/3/2020

1. Definitions

For the purposes of this Zwift Cycling Esports Anti-Doping Policy (“Policy”), capitalized terms have the following meanings:

- (a) “Adverse Analytical Finding” means a report from the testing laboratory that, consistent with the current International Standard of Laboratories and related Technical Documents contained in the WADA code, identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances). Depending on the context it may include the use of a Prohibited Method;
- (b) “Arbitrator” means an independent, impartial dispute resolution professional selected by McLaren Global Sport Solutions Inc. (“MGSS”) in accordance with qualifications determined by MGSS and its Chief Arbitrator;
- (c) “Chief Arbitrator” means the person designated by MGSS as Chief Arbitrator;
- (d) “Days” means calendar days and shall include weekends and holidays;
- (e) “Dispute Resolution” means the process and procedures prescribed by the Zwift Cycling Esports Dispute Resolution Rules;
- (f) “Doping Control” includes the World Anti-Doping Agency (“WADA”) International Standard for Testing and Investigations;
- (g) “In-Competition” means the period commencing twelve hours before the official start of an event or series in which the Rider is scheduled to participate through the end of such event or series;
- (h) “Live Event” means a Zwift Cycling Esports event or series designated by Zwift as a Live Event;

- (i) “Marker” means a compound, or group of compounds or biological variable(s) that indicates the use of a Prohibited Substance or Prohibited Method;
- (j) “Metabolite” means any substance produced by a biotransformation process;
- (k) “Out-of-Competition” means any period which is not In-Competition;
- (l) “Prohibited List” means the list established by the World Anti-Doping Agency in effect at the at the time of Sample collection;
- (m) “Prohibited Method” means any method so described in the Prohibited List;
- (n) “Prohibited Substance” means any substance or class of substances, so described in the Prohibited List;
- (o) “Participation Agreement” means the electronic sign in or other evidentiary document prescribed by the Zwift Cycling Esports Commission that establishes that the Rider agrees to be bound by the Zwift Cycling Esports Rules and Regulations;
- (p) “Rider” means any person who has signed or otherwise indicated acceptance of a Participation Agreement in order to compete in a professional capacity under the Zwift Cycling Esports Rules and Regulations;
- (q) “WADA” means the World Anti-Doping Agency having its headquarters in Montreal, Canada;
- (r) “Sample” means any biological material collected for purposes of Doping Control;
- (s) “Terms of Service” means the terms as set out on Zwift’s website which may be changed from time to time;
- (t) “Commission” means the entity prescribed as such in the Zwift Cycling Esports Rules and Regulations, or the person designated to act on behalf of the Zwift Cycling Esports Commission;

- (u) “Zwift Cycling Esports Rules and Regulations” means the publicly available version which may be revised or replaced from time to time;
- (v) “Zwift Cycling Esports Dispute Resolution Rules” means the publicly available version which may be revised or replaced from time to time.

2. Policy Statement

The purpose of this Policy is to:

- (a) protect the health and safety of Riders; and
- (b) ensure fairness and integrity to all Zwift Cycling Esports events and series.

3. Administration

The Commission shall conduct the case management of individual cases and be responsible for the administration of this Policy.

4. Use and Application of this Policy

This Policy is to be read and applied in conjunction with and consistent with the interpretation and application of the Zwift Cycling Esports Rules and Regulations, the Zwift Cycling Esports Dispute Resolution Rules, and Zwift’s Terms of Service.

5. Anti-Doping Team Representative

Designation of one person from a team responsible for receiving notices concerning any anti-doping issue, and distributing, when necessary, that information to the appropriate individuals.

6. Policy Violations

The following constitute Anti-Doping Policy Violations (“ADPV”) under this Policy:

- (1) Presence of Prohibited Substance or its Metabolites or Markers in a Rider’s Sample

- (a) It is each Rider's duty to ensure that no Prohibited Substance enters their body. Riders are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples;
- (2) Use or attempted use by a Rider of a Prohibited Substance or a Prohibited Method
 - (a) The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was used or attempted to be used for an ADPV to be committed;
- (3) Evading, refusing or failing to submit to Sample collection;
- (4) Whereabouts Failures
 - (a) Failure by a Rider to make an accurate and complete filing of contact information in the form of a mobile phone number, email address, and physical address that enables the Rider to be located for testing at the times and locations set out in this Policy or failure to update such information where necessary to ensure that it remains accurate and complete;
 - (b) Failure by a Rider to be available for testing at the location and time specified by the Rider after contact by Zwift;
- (5) Tampering, or attempting to tamper with any part of Doping Control;
- (6) Possession by a Rider of any Prohibited Substance or Prohibited Method
 - (a) Unless the Rider establishes that the Possession is consistent with a Therapeutic Use Exemption ("TUE") granted by a body recognized by Zwift;
- (7) Administration or attempted administration by a Rider to any Rider of any Prohibited Substance or Prohibited Method;
- (8) Trafficking or attempted trafficking in any Prohibited Substance or Prohibited Method;

- (9) Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of complicity involving an ADPV.

7. Burdens and Standards of Proof

- (1) The Commission shall have the burden of establishing any alleged Adverse Analytical Finding and demonstrating that it was a violation of this Policy. In meeting the above burden, the Commission is not required to establish intent, negligence or knowing use of a Prohibited Substance on the Rider's part.
- (2) A Rider has not committed a violation of this Policy until the Commission has established on a balance of probabilities that:
 - (a) a Rider's body contained a Prohibited Substance; or
 - (b) a Rider has committed any other ADPV.
- (3) An analytical finding provided by the testing laboratory in accordance with the International Standards for Laboratories will demonstrate that the result reveals the presence of a Prohibited Substance.
- (4) The doping control officers and testing laboratories will be presumed to have collected and analyzed the Rider's specimen in accordance with this Policy.
- (5) The Commission may rely solely on the information contained in the laboratory documentation package provided to the Commission and the Rider. The documentation package shall be admissible, to demonstrate that the test was conducted in accordance the International Standards for Laboratories.
- (6) The Rider may challenge the finding of an ADPV by initiating a request for Dispute Resolution pursuant to the Zwift Cycling Esports Dispute Resolution Rules.
- (7) If the Rider alleges a deviation from the collection procedures with credible evidence, the Commission will have met its burden by demonstrating that:
 - (a) there was no deviation;

- (b) the deviation was authorized; or
- (c) the deviation did not materially affect the accuracy or reliability of the Adverse Analytical Finding.

8. Prohibited List of Substances and Methods

- (1) It is the Riders' responsibility to know the contents of the Prohibited List at the time of providing the Sample.
- (2) The Commission may remove Prohibited Substances and Prohibited Methods from the Prohibited List at its sole discretion.

9. Zwift's Responsibilities Under the Policy

- (1) The Commission shall have the responsibility to direct results management, declare any ADPVs, and provide education of this Policy to Riders. Each of the foregoing responsibilities may be conducted by the Commission or outsourced to parties selected by the Commission.
- (2) The Commission may prosecute a case under the Dispute Resolution Rules or outsource prosecution to a third party.
- (3) Results management duties shall be conducted in accordance with the WADA Code.

10. Testing

- (1) **Purpose**

Testing under this policy is exclusively for anti-doping purposes.

- (2) **Authority to Conduct Testing**

- (a) Zwift shall have In-Competition and Out-of-Competition testing authority over all Riders subject to the rules of this Policy.
- (b) Zwift may require any Rider over whom it has testing authority to provide a Sample in accordance with this Policy.

(3) In-Competition Testing

(a) Virtual Event – Selection of Riders for Testing

- (i) The testing pool for each virtual event or series will consist of Riders who are registered to compete in that event or series.
- (ii) Zwift has absolute discretion to select any Rider for anti-doping testing.

(b) Virtual Event – Protocol for Testing

- (i) Upon the Zwift's request, the Rider shall provide the physical location at which they will be participating in the event. This obligation is required whereabouts information.
- (ii) Up to one hour before the event, and immediately after the event, a doping control officer, with no advance notice, may arrive at the location at which the Rider stated they would be participating in the event and inform the Rider that they have been selected for an anti-doping test. The doping control officer will confirm the Rider's identity at this time.
- (iii) Failure to provide a Sample may result in the Rider's disqualification from the event.

(c) Live Event – Selection of Riders for Testing

- (i) Zwift has absolute discretion to select Riders who competed in the event for anti-doping testing.

(d) Live Event – Protocol for Testing

- (i) At the conclusion of the Live Event, with no advance notice, a Rider will be informed that they have been selected for anti-doping testing.
- (ii) The assigned doping control officer will chaperone the Rider until a Sample is provided.

(4) Out-of-Competition Testing

- (a) Selection of Riders for Testing
 - (i) The testing pool will consist of Riders who have signed the Participation Agreement within the previous one year.
 - (ii) Zwift has absolute discretion to select any Rider from the testing pool for anti-doping testing.
- (b) Protocol for Testing
 - (i) Riders may be required submit to testing at any time at any place by Zwift.
 - (ii) Upon the Zwift's request, Riders shall provide accurate contact information in the form of a mobile phone number, email address, and physical address that enables the Rider to be located for testing. The Rider must inform Zwift immediately of any contact information changes. This obligation is required whereabouts information.
 - (iii) Zwift may contact Riders by telephone or email to identify the Rider's physical location for purposes of anti-doping testing. Such testing shall be carried out as soon as practical.

11. Types of Samples

- (1) Zwift has the discretion to collect either urine or blood Samples for the purpose of anti-doping testing.
- (2) If there are doubts as to the origin or authenticity of the Sample, the Rider will be required to provide an additional Sample.

12. Testing of Laboratories

- (1) Zwift has exclusive discretion to choose WADA accredited or WADA-approved laboratories to conduct Sample analysis in compliance with the applicable International Standard for Laboratories, the International Standard for Testing and Investigations and the International Standard for the Protection of Privacy and Personal Information.

13. Discipline for Violations of Law and Other Documented Evidence-Based Violations

- (1) Riders will be subject to discipline by Zwift for a conviction or plea related to misconduct involving performance-enhancing substances.
- (2) Riders will be subject to discipline by Zwift if there is sufficient credible documented evidence that he or she has engaged in misconduct involving performance-enhancing substances.
- (3) The type and manner of discipline shall be in the discretion of Zwift based on the totality of the circumstances.

14. Sanctions and Related Discipline

- (1) Provisional Suspensions
 - (a) Zwift may impose a Provisional Suspension for an Adverse Analytical Finding of the Rider.
 - (b) The Provisional Suspension shall take effect on the date set out in the notice sent to the Rider. The notice shall be sent to the Rider within 3 business days.
- (2) Suspensions
 - (a) A suspension is effective when announced by the Commission or confirmed under the Zwift Cycling Esports Dispute Resolution Rules.
 - (b) First ADPV: The first time a Rider violates this Policy will result in a suspension from for a period of at least one year. A Rider may petition the Commission for reinstatement after one year. Reinstatement, and any terms and conditions thereof, shall be matters solely within the Commission's sound discretion
 - (c) Second ADPV: The second time a Rider violates this Policy will result in a lifetime ban from Zwift's Cycling Esports events or series.
 - (e) Before a Rider is reinstated following a suspension, the Rider must test negative for all Prohibited Substances under this Policy in order to be approved for return to competition by the Commission.

(3) **Previous Results**

- (a) The Commission has the discretion to determine if a finding of a Rider's violation of this Policy will affect the standings of the Rider's previous races.

15. Team Personnel

- (1) Any person associated with a Team, including any manager, athletic trainer, physician or employee who condones, encourages, supplies or otherwise facilitates the improper use of Prohibited Substances, shall be subject to discipline by the Commission, at the Commission's sole discretion.

16. Discovery

- (1) Upon issuance of a notice of suspension because of an ADPV, the Commission shall notify the Rider of the Rider's right to request an indexed binder containing copies of the laboratory documentation package as required by the WADA Technical Document for Laboratory Documentation Packages, the International Standard for Laboratories and any disciplinary action imposed.

17. Dispute Resolution

- (1) The exclusive procedure for Dispute Resolution will be in accordance with the Zwift Cycling Esports Dispute Resolution Rules.
- (2) Upon approval from the Commission, a Rider who is subject to a sanction or discipline for an ADPV may dispute such sanction or discipline in writing within three business in accordance with the Zwift Cycling Esports Dispute Resolution Rules.
- (3) The Arbitrator shall not, however, have power or authority to reduce a sanction below the minimum established under this Policy or vacate a disciplinary decision unless the Arbitrator finds that the charged violation could not be established.

- (4) A declaration of an ADPV or other discipline continues in effect until confirmed or altered by Dispute Resolution, unless otherwise ordered by the Arbitrator.

18. Confidentiality

- (1) Except as allowed in this Policy or otherwise agreed to by the parties, direct or indirect disclosure of any information concerning Adverse Analytical Findings, disputes or other violations of this Policy is not permitted. It may be considered a disciplinary cause of action.
- (2) Zwift may publicly announce or acknowledge a sanction or disciplinary action when such sanction or disciplinary action is accepted or confirmed under the Zwift Cycling Esports Dispute Resolution Rules.
- (3) On a proper request from a recognized sport body, Zwift may disclose a finding of an Adverse Analytical Finding or an ADPV.
- (4) All Riders Zwift employees, Team employees, and persons involved in the administration and enforcement of this Policy are subject to the confidentiality provisions of this Policy.

19. Recognition of Anti-Doping Sanctions Imposed on a Rider

- (1) Any Rider who has been suspended from competition by a sporting body recognized by Zwift will NOT be permitted to:
 - (a) compete in any Zwift event or series during the period of that Rider's suspension; and
 - (b) bring an application for Dispute Resolution under the Zwift Cycling Esports Dispute Resolution Rules.
- (2) Any Rider who has been suspended from competition by a sporting body recognized by Zwift shall declare such suspension to the Commission at the time of signing the Participation Agreement.
- (3) A Rider who has executed a Participation Agreement and has been subsequently suspended from competition by a sporting body recognized by Zwift shall declare such a suspension to the Commission within three business days of being informed of the suspension.

- (4) Riders competing in violation of subsection 2 and 3 will have any Zwift Cycling Esports event or series result nullified.

20. Therapeutic Use Exemptions

- (1) The Commission will not grant TUEs.
- (2) The Commission will recognize TUEs granted by another sporting body recognized by Zwift upon submission of proof by the Rider or by the issuing sporting body.