

**DECISION OF THE INTERNATIONAL TENNIS FEDERATION
PURSUANT TO ARTICLE 8.1.4 OF THE 2019 TENNIS ANTI-DOPING PROGRAMME**

I. Introduction

1. The International Tennis Federation (the **ITF**) is the international governing body for the sport of tennis. Further to its obligations as a signatory to the World Anti-Doping Code (the **Code**) and its responsibilities as custodian of the sport, the ITF has issued the 2019 Tennis Anti-Doping Programme (**TADP** or **Programme**), which sets out Code-compliant anti-doping rules applicable to players competing in '**Covered Events**' (as defined in TADP Article 1.10).¹
2. Beatriz Haddad Maia (the **Player**) is a 23-year old professional tennis player from Brazil. She has achieved a career-high singles ranking of 58. When she registered for an International Player Identification Number in 2010 and in each subsequent year, the Player expressly agreed to be bound by and to comply with the Programme for that year. By virtue of that agreement, and by virtue of her participation in '**Covered Events**', the Player became bound by and required to comply with the 2019 TADP.
3. The ITF has charged the Player with the commission of an anti-doping rule violation under Article 2.1 of the TADP and has proposed certain Consequences based on its analysis of the degree of fault that the Player bears for that violation. The Player has admitted the anti-doping rule violation charged and acceded to the Consequences proposed. The ITF therefore issues this decision further to TADP Article 8.1.4, which provides: '**In the event that [...] the Participant admits the Anti-Doping Rule Violation(s) charged and accedes to the Consequences specified by the ITF [...], a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming [...] the commission of the Anti-Doping Rule Violation(s) and the imposition of the specified Consequences (including, if applicable, a justification for why the maximum potential sanction was not imposed) [...]**'.

II. The Player's commission of an anti-doping rule violation

4. On 4 June 2019, while competing in the singles main draw competition at the Croatia Bol Open held in Bol, Croatia, from 3 to 9 June 2019 (the **Event**), the Player was required to provide a urine sample for drug testing pursuant to the TADP. The sample she provided was given reference number 3139766 and was split into an A sample and a B sample, which were sealed in tamper-evident bottles and transported to the WADA-accredited laboratory in Montreal (the **Laboratory**) for analysis.
5. The Laboratory detected the presence in the A sample of SARM S-22 (aka Ostarine or Enobosarm) at an estimated concentration of 40 pg/mL, and a metabolite of SARM LGD-4033 (aka Ligandrol) at an estimated concentration of 30 pg/mL. Both SARM S-22 and SARM LGD-4033 are anabolic agents banned at all times under Section S1.2 (Other Anabolic Agents) of the 2019 WADA Prohibited List. The Player does not have a therapeutic use exemption permitting use of SARM S-22 and/or SARM LGD-4033.
6. The Adverse Analytical Finding reported by the Laboratory in respect of the A sample was considered by an independent Review Board in accordance with TADP Article 7.3. The Review Board did not identify any apparent departures from the applicable sample collection or sample analysis procedures that could have caused this Adverse Analytical Finding. It therefore decided that the Player had a case to answer for breach of TADP Article 2.1.

¹ Any term in this Decision that begins with a capital letter and that is not otherwise defined in this Decision has the meaning given to it in the Programme.

7. Accordingly, on 12 July 2019 the ITF sent the Player a formal Notice of Charge, asserting that the presence of SARM S-22 and a metabolite of SARM LGD-4033 in her sample collected on 4 June 2019 constitutes an anti-doping rule violation under TADP Article 2.1.
8. The Laboratory subsequently analysed sample B3139766, and reported on 22 July 2019 that it had detected the presence of SARMS-22 and a metabolite of SARM LGD-4033, i.e., the B sample analysis confirmed the Adverse Analytical Finding reported following analysis of the A sample.
9. Given that neither SARM S-22 nor SARM LGD-4033 is classified as a Specified Substance under the TADP, the Player was subject to a mandatory provisional suspension under TADP Article 8.3.1, which came into effect on 22 July 2019.
10. TADP Article 2.1 is a strict liability offence that is established simply by proof that a prohibited substance was present in the Player's sample, i.e., the ITF does not have to prove how the substance got into the Player's system or that the Player took the substance intentionally (or even knowingly).
11. In her preliminary response dated 26 July 2019, the Player initially denied that SARM S-22 and a metabolite of SARM LGD-4033 were present in her sample. Later, following testing of the Player's supplements that revealed those supplements to contain SARM S-22 and SARM LGD-4033, the Player accepted that SARM S-22 and a metabolite of SARM LGD-4033 were present in her sample, and therefore admitted that she had committed the Article 2.1 anti-doping rule violation charged.

III. Consequences

III.A **Period of Ineligibility**

(i) **How the SARM S-22 and metabolite of SARM LGD-4033 got into the Player's system**

12. The Player has asserted that she did not intend to cheat. She asserts that her physicians (both sports medicine specialists) prescribed her five bespoke supplements (each containing different combinations of vitamins, minerals, and other compounds) that were specifically created to order by a compound pharmacy in São Paulo (the **Bespoke Supplements**), and that (unknown to her) those Bespoke Supplements were contaminated with SARM S-22 and SARM LGD-4033.
13. In support of her explanation, the Player provided (among other things): (i) photographs of bottles of each of the five Bespoke Supplements she was prescribed, (ii) copies of prescriptions from the Player's physicians to the Player for the Bespoke Supplements (or combinations of compounds very similar to the Bespoke Supplements that had later been varied following further consultations to reflect the Player's needs) dating back to 2015, (iii) receipts from the compound pharmacy for the most recent batch of the Bespoke Supplements, (iv) copies of correspondence exchanged between the Player and International Doping Tests & Management (**IDTM**)² between 2016 and 2019 in which the Player sought information about products she was taking or intended to take and IDTM replied with

² The ITF has contracted IDTM to provide a number of services in respect of doping control and results management. IDTM offers a service whereby players may submit a form to IDTM that lists the ingredients in a supplement, medication or other product, and IDTM will respond to (among other things) notify the Player whether or not any of those ingredients is prohibited under the Prohibited List.

information regarding those products and whether or not their listed ingredients revealed any prohibited substances (including the correspondence that the Player sent to IDTM on 30 June 2019 that contained a list of the ingredients of each of the Bespoke Supplements purchased on 28 May 2019 and 8 June 2019 and by which the Player sought confirmation that none were prohibited, and IDTM's response confirming that none of the ingredients were prohibited), and (v) detailed explanations regarding the prescription and purchase of the Bespoke Supplements and a schedule detailing when and in what dosages the Player took the Bespoke Supplements.

14. When the Player's urine sample was collected on 4 June 2019, she was asked to declare on the Doping Control Form (DCF) 'any prescription/non-prescription medications or supplements, including vitamins and minerals, taken over the past 7 days'. The Player listed on the DCF 'Tess', 'Vitaminas' and 'Tylenol', and explained subsequently to the ITF that 'Vitaminas' was a reference to the two Bespoke Supplements that she was taking in the week prior to the sample collection on 4 June 2019.
15. Of the five bottles of the Bespoke Supplements that were still in the Player's possession, two of the bottles had been purchased on 23 May 2019 and were the same bottles from which the Player had been taking capsules in the week prior to sample collection on 4 June 2019. The other three bottles had been purchased on 3 June 2019 and the Player began taking capsules from those bottles from 8 June 2019 onwards.
16. At the ITF's request, the five bottles of the Bespoke Supplements were sent to the Laboratory for testing. The Laboratory detected SARM S-22 in capsules from all five of the bottles tested and SARM LGD-4033 in capsules from four of the five bottles tested (including both of the bottles from which the Player was taking capsules in the days leading up to 4 June 2019).
17. The ITF consulted Prof. Christiane Ayotte, Director of the Laboratory, who explained that the analysis results of the sample collected on 4 June 2019 were caused by a previous ingestion of SARM S-22 and SARM LGD-4033 and acknowledged that the Bespoke Supplements all contained SARMS, which could explain the Adverse Analytical Finding.
18. The Player also provided a urine sample for analysis on 4 July 2019, at which point she was taking daily capsules of all five of the Bespoke Supplements, but the 4 July sample tested negative for any prohibited substances. Prof. Ayotte's view was that while the negative result of the 4 July 2019 test was surprising given the Player's asserted ingestion of the Bespoke Supplements leading up to that sample collection, the negative result could feasibly be due to the variability of contamination between individual capsules of the Bespoke Supplements.
19. Given all of the circumstances of this case, the ITF accepts the Player has established that it is more likely than not that the presence of the SARM S-22 and the metabolite of SARM LGD-4033 found in her urine sample 3139766 was due to her ingestion of capsules of two of the Bespoke Supplements in the days prior to 4 June 2019 when her urine sample was collected.

(ii) TADP Article 10.2

20. This is the Player's first doping violation.
21. TADP Article 10.2.1 mandates a four-year ban for a TADP Article 2.1 violation that is 'intentional' and is a first violation. If the prohibited substance in question is classified as a

non-Specified Substance (as here),³ the Player has the burden of proving that the violation was not 'intentional'. If the Player can do so, then TADP Article 10.2.2 provides for a two-year period of ineligibility, subject to potential further mitigation. TADP Article 10.2.3 explains that in this context 'the term "intentional" is meant to identify those Participants who cheat. The term, therefore, requires that the Participant engaged in conduct that he/she knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk'. The jurisprudence is clear that what counts in this context is what the Player actually knew, not what she should have known.⁴

22. The ITF has accepted that the Player has shown the source of the prohibited substances found in her sample was undisclosed contaminants of the Bespoke Supplements prescribed for her by her doctors. Since the Player did not know about those contaminants, and nor were there any particular red warning flags about the Bespoke Supplements that meant she knew there was a significant risk they contained prohibited substances and chose to take that risk, the ITF accepts that the Player has met her burden of demonstrating that her commission of the violation was not 'intentional' within the meaning of TADP Articles 10.2.1 and 10.2.3, and so the two-year period of ineligibility prescribed by TADP Article 10.2.2 applies.

(iii) TADP Articles 10.4 and 10.5

23. TADP Article 10.4 provides that if a player establishes that she bears No Fault or Negligence for the anti-doping rule violation in question, the otherwise applicable period of ineligibility will be eliminated. No Fault or Negligence is defined in the TADP as follows: 'The Player or other Person establishing that he/she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he/she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule'.
24. TADP Article 10.5.1(b) provides that where the player can establish that she bears No Significant Fault or Negligence and that the prohibited substance came from a Contaminated Product, then the otherwise applicable two-year period of ineligibility may be reduced by up to 100% (in which case there would be a reprimand only). A 'Contaminated Product' is defined in the TADP as a 'product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable Internet search'. The definition of No Significant Fault or Negligence is: 'The Player or other Person establishing that his/her Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the Anti-Doping Rule Violation'. Where No Significant Fault or Negligence is found, the amount of reduction to be given depends upon the degree of the player's Fault.

³ The fact that there were two prohibited substances found in the Player's sample rather than just one does not change the position in respect of consequences. While technically the presence of each anabolic agent (or its metabolite) is a separate anti-doping rule violation, TADP Article 10.7.4 provides that they would only be sanctioned separately if the Player had notice of the first before committing the second. Since that is not the case here, only one violation (the one that attracts the heaviest punishment) is to be sanctioned. Since both substances are non-Specified Substances, they both attract a four year presumptive ban, and therefore that is what presumptively applies.

⁴ ITF v Sharapova, Independent Tribunal decision dated 6 June 2016, para 68, not challenged on appeal, Sharapova v ITF, CAS 2016/A/4643; UKAD v Normandale, NADP Tribunal decision dated 27 June 2019, para 23.

25. A plea of No Fault or Negligence or No Significant Fault or Negligence is assessed by considering how far the player departed from their duty under the TADP to use 'utmost caution' to ensure that they would not ingest any prohibited substances or otherwise do anything that might constitute or result in the commission of an anti-doping rule violation.⁵ 'The difference between the two [...] is one of degree: to establish No Fault or Negligence, the athlete must show that he took every step available to him to avoid the violation, and could not have done any more; whereas to establish No Significant Fault or Negligence, he must show that, to the extent he failed to take certain steps that were available to him to avoid the violation, the circumstances were exceptional and therefore that failure was not significant'.⁶ The TADP definition of 'Fault'⁷ makes clear that the first question is how far the player departed from the duty of utmost caution (objective fault) and the second question is whether there is any acceptable explanation for that failure (subjective fault).
26. The jurisprudence is clear that the standard of 'utmost caution' is very onerous, and requires a player to show that they 'made every conceivable effort to avoid taking a prohibited substance'.⁸ It follows that 'even in cases of inadvertent use of a Prohibited Substance, the principle of the Athlete's personal responsibility will usually result in a conclusion that there has been some degree of fault or negligence'.⁹
27. The Player does not assert that she bears No Fault or Negligence for her violation. She asserts however that she bears No Significant Fault or Negligence, so that a period of ineligibility of less than two years should be imposed, because: (i) she consulted doctors who specialise in sports nutrition and only took those products that she was prescribed by them; (ii) she specifically checked with the prescribing doctors that the ingredients of the Bespoke Supplements were not prohibited under anti-doping rules, and they confirmed that they were not; (iii) the Bespoke Supplements were made to prescription by a reputable pharmacy, which

⁵ See, e.g., Kutrovsky v ITF, CAS 2012/A/2804, para 9.49 ('the athlete's fault is measured against the fundamental duty that he or she owes under the Programme and the WADC to do everything in his or her power to avoid ingesting any prohibited substance'); FIFA & WADA, CAS 2005/C/976 & 986, paras 73-75 ('The WADC imposes on the athlete a *duty of utmost caution* to avoid that a prohibited substance enters his or her body. [...] It is this standard of utmost care against which the behaviour of an athlete is measured if an anti-doping violation has been identified').

⁶ IBAF v Luque, IBAF Anti-Doping Tribunal decision dated 13 December 2010, para 6.10.

⁷ 'Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player or other Person's degree of Fault include, for example, the Player or other Person's experience, whether the Player or other Person is a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Player or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.5.1 or 10.5.2'.

⁸ Knauss v FIS, CAS 2005/A/847, para 7.3.1; WADA v NSAM et al, CAS 2007/A/1395, para 80 ('The burden is therefore shifted to the athlete to establish that he/she has done all that is possible to avoid a positive testing result').

⁹ Adams v CCES, CAS 2007/A/131, para 155.

claimed to have worked previously with professional athletes subject to anti-doping rules; (iv) the bottles she was given containing capsules of the Bespoke Supplements each contained on the label the name of the pharmacist, the date of manufacture, and the list of ingredients, which did not mention any prohibited substance; (v) the Player checked the ingredients against the Prohibited List; (vi) on 30 June 2019, the Player sent to IDTM – as she had for previous batches of the Bespoke Supplements – a list of the ingredients of each of the Bespoke Supplements purchased on 28 May 2019 and 8 June 2019 and sought confirmation that none were prohibited, and IDTM responded confirming that none of the ingredients were prohibited; and (vii) she declared her use of the Bespoke Supplements on her DCF.

28. The ITF accepts that these factors weigh in favour of the Player. However:

28.1 It is the 'sole responsibility' of each player bound by the TADP to 'know what constitutes an Anti-Doping Rule Violation under this Programme and what substances and methods are prohibited' and to 'ensure that anything he/she ingests or Uses, as well as any medical treatment he/she receives, does not give rise to an Anti-Doping Rule Violation'. Those responsibilities are personal to the player.

28.2 The TADP specifically reminds players that '[m]any Prohibited Substances may appear (either as listed ingredients or otherwise, e.g., as unlisted contaminants) within supplements and/or medications that may be available with or without a physician's prescription. Since Players are strictly liable for any Prohibited Substances present in Samples collected from them (see Article 2.1.1), they are responsible for ensuring that Prohibited Substances do not enter or come to be present in their bodies by any means and that Prohibited Methods are not Used' (TADP Article 3.3.1).

28.3 In any event, it has long been well-known that supplements may contain substances that are not listed as a named ingredient. The CAS has clearly stated that any player who takes a supplement assumes the risk that it may contain one or more prohibited substances, and so cannot plead No Fault or Negligence.¹⁰ These principles apply whether the supplement is an off-the-shelf product produced in bulk by a manufacturer, or a bespoke compound mixed at a local pharmacy.

28.4 In the latter case, however, there have been several cases in Brazil of bespoke compounds mixed by a pharmacy containing prohibited substances as contaminants. For example, in FINA v Cielo Filho and CBDA, the athletes were Brazilian swimmers who were prescribed caffeine pills by their doctor. They had those pills made up by a reputable pharmacy, which inadvertently contaminated those caffeine pills with furosemide during the production process. This was a very high profile case, in Brazil and elsewhere. Furthermore, three other Brazilian tennis players (Marcelo Demoliner, Thomaz Bellucci, and Igor Marcondes) have tested positive for prohibited substances in the last four years. In each case, the positive test was found to be due to the contamination of bespoke supplements produced in compound pharmacies. Those players received bans of three, five, and nine months, respectively. Those cases were reported on the ITF website at the time and in the media.¹¹ Several other cases

¹⁰ See FINA v Cielo Filho and CBDA, CAS 2011/A/2495, para 8.8.

¹¹ In particular, Mr Bellucci's case was widely reported in the media: see e.g. an ESPN article at http://www.espn.co.uk/tennis/story/_/id/21961711/thomaz-bellucci-gets-5-month-ban-doping, as was Mr Marcondes' case: see e.g. https://www.tennisworldusa.org/tennis/news/ATP_Tennis/60295/igor-marcondes-banned-for-nine-months-for-using-hydrochlorothiazide/.

involving athletes from other sports and similar fact patterns have also been publicly reported.¹²

- 28.5 As a result, the Player should have known, and is deemed to have been on specific notice that, there was a risk that using bespoke vitamin formulations that required the pharmacy to mix different ingredients carried a risk of inadvertent contamination during production, even if a reputable pharmacy was used. She therefore could not assume that by following the advice of her doctors, and having the prescription made up by a reputable pharmacy, she was avoiding the risk of such contamination. To the contrary, she is deemed to have voluntarily assumed that risk.
- 28.6 That the Player checked with IDTM as to whether the ingredients of the Bespoke Supplement would count to an extent in her favour but its weight is undermined significantly because: (i) the Player approached IDTM to check the list of ingredients on 26 June 2019, i.e., 29 days after she had started ingesting capsules of two of the Bespoke Supplements and 18 days after she had started ingesting capsules of the other three Bespoke Supplements; (ii) the responses from IDTM specifically flagged to the Player the dangers of bespoke supplements and the possibility that they might contain ingredients not listed on the label;¹³ and (iii) even though the Player had checked previous batches of some of the Bespoke Supplements with IDTM, those checks had been in previous years (i.e., when different Prohibited Lists were in force) and the listed ingredients in the Bespoke Supplements had changed slightly over time.
29. Based on the foregoing, the Player was right not to pursue a plea of No Fault or Negligence, because it is not sustainable on these facts. However, the same Code comment quoted above goes on to say: 'depending on the unique facts of a particular case, any of the referenced illustrations could result in a reduced sanction under Article 10.5 based on No Significant Fault or Negligence'. The ITF accepts that, in the specific circumstances of this case, the Player's fault was not 'significant' within the meaning of TADP Article 10.5.1, justifying a reduction

¹² Since the date that the Player provided the sample that tested positive (4 June 2019), the ITF has sanctioned two other tennis players in cases involving similar fact patterns. On 12 September 2019, the ITF imposed a ten-month period of ineligibility on an Argentine tennis player (Franco Agamenone) who had tested positive for a prohibited substance that was later found to be an unlisted ingredient in capsules of a bespoke supplement created by a compound pharmacy. On 11 November 2019, the ITF imposed a six-month period of ineligibility on a 15-year-old Brazilian tennis player (Camilla Bossi) who had tested positive for SARM S-22 that was later found to be an unlisted ingredient in capsules of a bespoke supplement created by a compound pharmacy. **It is apparent that the ingestion of bespoke supplements, in particular those made in South America, carries with it a significant degree of risk for sportspersons subject to anti-doping rules, and the ITF urges all players to exercise extreme caution if they choose to use such supplements, particularly in relation to the risk that the supplements might contain undisclosed ingredients or contaminants.**

¹³ The IDTM response stated (among other things): 'We would like to inform you that this product is believed to be a dietary or nutritional supplement. There is no guarantee that the ingredients list on any supplement is accurate. Some supplements contain ingredients that are not listed on the label, or in different amounts than stated on the label. As such, there is no way to guarantee the safety and/or purity of these products. Many athletes have produced positive doping tests as a result of ingesting supplements, including in tennis. Under the strict liability principle adopted by the WADA Code (and so the Tennis Anti-Doping Programme), athletes are responsible for any substance found in samples produced by them, and so a contaminated supplement will not excuse a positive doping test. Extreme caution is recommended regarding supplement use. WADA's webpage on 'Questions and Answers on Dietary and Nutritional Supplements' may provide more information: <https://www.wada-ama.org/en/questions-answers/dietary-and-nutritional-supplements>'.

from the two-year starting point. The ITF also accepts that the Player has shown that the prohibited substances in her sample came from a Contaminated Product, in that the prohibited substance was not disclosed on the product label, nor would it have been disclosed in information available in a reasonable internet search. While the Player is to be deemed to have accepted the risk that the supplements mixed to her bespoke prescription might contain a prohibited substance, the ban may still be significantly less than two years. The ITF is mindful of the bans imposed in other recent cases involving bespoke supplements: Mr Demoliner (three months), Mr Bellucci (five months), and Mr Marcondes (nine months). The Player is more at fault than each of those players, because she was on greater notice particularly with respect to the dangers of bespoke supplements made in a compound pharmacy. Therefore, the ITF has proposed, and the Player has acceded to, a period of ineligibility of ten months. That period of ineligibility is consistent with the ban imposed in Mr Agamenone's case, which was determined after the Player committed her violation (see footnote 12, above).

30. In accordance with TADP Article 10.10.3(a), the Player is entitled to credit for the period that she has been provisionally suspended, such that her ten-month period of ineligibility will be deemed to have started running from 22 July 2019 and so will expire at midnight on 21 May 2020.
31. During her period of ineligibility, the Player's status will be as set out under TADP Article 10.11, i.e., she may not play, coach or otherwise participate in any capacity in (i) any Covered Event, (ii) any other Event or Competition, or activity (other than authorised anti-doping education or rehabilitation programmes) authorised, organised or sanctioned by the ITF, the ATP, the WTA, any National Association or member of a National Association, or any Signatory, Signatory's member organisation, or club or member organisation of that Signatory's member organisation, (iii) any Event or Competition authorised or organised by any professional league or any international or national-level Event or Competition organisation, or (iv) any elite or national-level sporting activity funded by a governmental agency. Nor will she be given accreditation for or otherwise granted access to any Event referred to at points (i) and (ii). In accordance with TADP Article 10.11.1(b)(ii), the Player may use the facilities of a club or other member organisation of a Signatory's member organisation for training purposes in the last two months of her period of ineligibility, i.e., from 22 March 2020 on.

III.B Disqualification of results

32. The results obtained by the Player at the Event and in subsequent events are disqualified pursuant to TADP Articles 9.1 and 10.8 respectively, and the points and prize money that she won at those events are forfeited in accordance with the same provisions.

III.C Costs

33. Each party shall bear its own costs of dealings with this matter.

III.D Publication

34. In accordance with TADP Article 8.8, this decision will be publicly reported by being posted (in full and/or summary form) on the ITF's website.

III.E Acceptance by the Player

35. The Player has accepted the consequences proposed above by the ITF for her anti-doping rule violation, and has expressly waived her right to have those consequences determined by the Independent Tribunal at a hearing.

IV. Rights of appeal

36. This decision constitutes the final decision of the ITF, resolving this matter pursuant to TADP Article 8.1.4.

37. Further to TADP Article 12.2.1, each of WADA and the Autoridade Brasileira de Controle de Dopagem (**ABCD**) has a right to appeal against this decision to the CAS in Lausanne, Switzerland, in accordance with the procedure set out at TADP Article 12.6.

38. As part of this resolution of the matter, the Player has waived her right to appeal against or otherwise challenge any aspect of this decision (both as to the finding that the Player has committed an anti-doping rule violation and as to the imposition of the consequences set out above), whether pursuant to TADP Article 12.2.1 or otherwise. However, if an appeal is filed with the CAS against this decision either by WADA or ABCD, the Player will be entitled (if so advised) to exercise her right of cross-appeal in accordance with TADP Article 12.6.3.

London, 10 February 2020