

## **MEMORANDUM OF UNDERSTANDING BETWEEN:**

**ISLE OF MAN GAMBLING SUPERVISION COMMISSION ("IOMGSC")**, having its registered office at Ground Floor, St George's Court, Myrtle St, Douglas, Isle of Man and

**BADMINTON WORLD FEDERATION ("BWF")** the world governing body for Badminton having its office at Unit No 1 Level 29, Naza Tower, No. 10 Persiaran KLCC, 50088 Kuala Lumpur, Malaysia.

### **INTRODUCTION**

1. In the interests of protecting and maintaining the integrity of International Sport and Sports betting, IOMGSC is willing, in certain circumstances, to provide BWF with betting related information to assist BWF in investigating conduct connected with BWF sanctioned events ("**Relevant Events**") as defined in the Calendar published on the BWF Corporate website (<https://corporate.bwfbadminton.com> ) from time to time in respect of which its rules and regulations (the "**Rules and Regulations**") apply.
2. Accordingly, IOMGSC and BWF have agreed to set out in this Memorandum of Understanding the circumstances in which BWF may request, and in which IOMGSC may provide, such information.
3. Other than as specified in the following sentence, neither IOMGSC nor BWF intends this Memorandum of Understanding to constitute a legally binding agreement and each acknowledges that it serves no purpose other than to clarify the circumstances in which BWF may request betting related information from IOMGSC and indicate IOMGSC's willingness to provide such information where appropriate.

### **TERMS**

4. BWF may request from IOMGSC any information on betting activity on a Relevant Event and any identification in connection therewith (i.e. name and contact details) held by IOMGSC pertaining to:
  - (a) an individual bound by the Rules and Regulations; or
  - (b) any person whom BWF believes is connected to an individual bound by the Rules and Regulations, where BWF has reasonable grounds to suspect that the individual in question has breached, or is intending to breach, one or more of the Rules and Regulations;
  - (c) any person whom BWF has reasonable grounds to suspect may pose a threat to the integrity of a Relevant Event or may have relevant knowledge concerning the corruption or a Relevant Event.
5. One purpose for which BWF may require information of the type specified above is to help it to identify individuals suspected of having breached or who are intending to breach the Rules and Regulations, or of being a person of the type specified in paragraph 4(c). Accordingly, requests under paragraph 4 may be made even where BWF is unable to provide the name of an individual bound by the Rules and Regulations or other person.

6. Any request for information must be initiated by a duly authorised representative of BWF if so requested, in response, by IOMGSC, BWF shall satisfy IOMGSC that its grounds for suspicion are reasonable by confirming broadly the information on which those suspicions are based, whether based on surveillance carried out by BWF itself or based on information provided by a third party whom BWF believes to be in possession of reliable information, or any other information relevant to such suspicions that IOMGSC considers sufficient. Unless IOMGSC is satisfied in its discretion that BWF's grounds for requesting betting related information from IOMGSC are reasonable, IOMGSC will decline such requests.
7. IOMGSC will provide information on betting activity on a Relevant Event along with any identification information held by IOMGSC when IOMGSC believes or has a reasonable suspicion to believe that
  - (i) an individual has breached, or is intending to breach, one or more of the Rules and Regulations; or
  - (ii) there is a threat to the integrity of a Relevant Event or an individual has knowledge concerning the corruption of a Relevant Event.
8. All requests by BWF under paragraph 4 and any information and/or documentation provided BWF in compliance with a request under paragraph 6 above shall be kept strictly confidential by IOMGSC and shall not be divulged to any third party or otherwise made use of save where required by the law.
9. No documentation provided by BWF in compliance with a request under paragraph 4 above shall be retained by IOMGSC beyond the time taken for IOMGSC to consider the request for information to which they relate and shall thereafter be destroyed.
10. All information and/or documentation provided by IOMGSC pursuant to a request made in accordance with paragraph 4 shall be kept strictly confidential by BWF and used and processed only in accordance with BWF's internal procedures for handling personal data. All such information and documentation shall be destroyed by BWF when it is no longer relevant in connection with any ongoing investigation, enquiry or disciplinary process. Notwithstanding the above, BWF shall be entitled to disclose information and documentation to the relevant statutory law enforcement agencies where such agencies become involved in any investigation. In the interests of transparency, BWF shall, once a breach of the Rules and/or Regulations has been established by BWF also be entitled to disclose to the press, information material to securing that decision provided it first agrees the content of such disclosure with IOMGSC.
11. In the event that either party transfers Confidential Information to an entity established outside the European Economic Area ("EEA") that party shall take steps to comply with the rules contained in the General Data Protection Regulation (GDPR) in respect of the transfer of Personal Data outside the EEA.
12. The parties acknowledge and agree that each party is acting as a separate data controller (as such term is defined in General Data Protection Regulation (GDPR) and shall comply with their respective obligations under applicable data protection laws in respect of all matters

relating to the processing of personal data (as defined in GDPR) ("Personal Data") pursuant to this Memorandum of Understanding.

13. Each party will ensure that, to the best of its knowledge and understanding, any shared information is accurate, up to date and specific for the required purpose for which it is disclosed and shall promptly notify the receiving party if it becomes aware that any information provided by it is inaccurate or the integrity of any Personal Data constituted by it is compromised.

14. Each party shall have in place appropriate technical and organisational measures in respect of the Personal Data processed by it pursuant to this Memorandum of Understanding to prevent unauthorized or unlawful processing of such Personal Data and to protect it against accidental loss or destruction, or damage.

15. The parties acknowledge and agree that the sharing of information between them as outlined in this Memorandum of Understanding:

(i) is necessary for the legitimate interests pursued by one or more of the parties (which are not overridden by the interests or fundamental rights and freedoms of the individuals to whom the information relates); and

(ii) in the case of the sharing of information relating to alleged criminal offences and/or special categories of data (as defined in GDPR), is

(a) in accordance with any explicit consent obtained from individuals to whom the information relates; and/or

(b) in the substantial public interests, is necessary for the prevention, detection or investigation of any unlawful act and must necessarily be carried out without the explicit consent of the individual to whom the information relates so as not to prejudice those purposes.

16. Each Party will be accountable for its misuse of Personal Data supplied to it and the consequences of such misuse. The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss resulting from their own breach of any of the provisions of this agreement.

17. All complaints or data breaches relating to data transferred pursuant to this Agreement will be notified immediately to the relevant Party's designated Data Protection Officer in accordance with their respective policy and procedures.

18. The parties acknowledge that any Data Subject who has suffered damage as a result of any breach of the obligations of any party pursuant to the Data Protection Legislation may be entitled to receive compensation for the damage suffered according to law.

19. No Party will be expected or required in terms of this memorandum of Understanding to provide any information to the other, if, to do so, would, or might reasonably, breach any laws, rules, procedures or codes of conduct applicable to either party.

20. Any communication to be made between the parties hereto, under or in connection with the MOU, shall only be effective if it is made in writing by electronic mail to [REDACTED] or [REDACTED] (or any other party with a gaming.gov.im email address) in the case of IOMGSC and [REDACTED] in the case of BWF.
21. Either party may withdraw from this Memorandum of Understanding with immediate effect at any time by giving notice in writing (save with respect to obligations relating to information and documentation disclosed under paragraphs 8 to 10 which shall remain subject to the restrictions set out in those paragraphs.)

Signed

[REDACTED]

For and on behalf of BWF

Date:

[REDACTED]

For and on behalf of IOMGSC

Date: