



# WORLD BOXING COUNCIL

## RULES & REGULATIONS OF THE WORLD BOXING COUNCIL (“WBC”)

### 1. ARTICLE I - APPLICABILITY AND INTERPRETATION

- 1.1 Applicability and Interpretation of these Rules & Regulations. In all WBC-sanctioned championship and elimination contests, these Rules & Regulations, the WBC Championship Rules as promulgated by the WBC from time to time, and all other rules, regulations and rulings issued by the WBC shall apply, unless a written modification or an exception is issued by the WBC in its sole discretion on a case-by-case basis. As used in these Rules & Regulations, Championship contests shall include, but not be limited to, any contest in which a WBC world, WBC regional or WBC Championship Committee title is being contested. The WBC shall have sole authority and discretion to interpret these Rules & Regulations. All actions and positions of the WBC shall be interpreted solely in accordance with these Rules & Regulations, which for the limited purpose of interpreting these Rules & Regulations shall supersede and control any conflict or inconsistency with any enforceable national or local law, or with any applicable regulation of a boxing commission. These Rules & Regulations are promulgated in the WBC’s official languages of English and Spanish. In the event of any inconsistency, or conflict of interpretation or translation, between the English and Spanish versions, the English version shall control. Any reference in these Rules & Regulations to the masculine gender shall be taken to include the feminine gender, as applicable.
- 1.2 Interpretation of Rules and Power of WBC President to Act in the Best Interests of Boxing. As special and unique circumstances arise in the sport of boxing, not all of which can be anticipated and addressed specifically in these Rules & Regulations, the WBC President and Presidency, in consultation with the WBC Board of Governors and with the WBC Chief Legal Counsel, has full power and authority to interpret these Rules & Regulations, and to issue and apply such rulings as he shall in his sole discretion deem to be in the best interests of boxing.
- 1.3 President’s Authority to Act with Subsequent Ratification. If the approval of the WBC Board of Governors is required under these Rules & Regulations for the WBC to take a specific action, but due to special circumstances it is not possible or practical to obtain such prior approval in a timely manner, the WBC President may take any necessary action, subject to the subsequent ratification of such action by the Board of Governors.
- 1.4 No Course of Dealing. As circumstances arising in the sport of boxing are unique to each matter, no decision of the WBC in its discretion shall constitute a precedent or establish a course of dealing upon which any party may rely. The WBC shall retain the power and authority to issue rulings on a case-by-case basis in the exercise of its sole discretion.
- 1.5 All Parties Subject. By participating in any bout, promotion, or any other activity involving the WBC’s governing powers, sanctioning of a bout, or exclusive trademarks and any other item of WBC intellectual property, each champion, challenger, promoter, and all other parties are deemed to and expressly hereby agree to be subject to these Rules & Regulations and all WBC's rulings and interpretations hereof.

## 2. ARTICLE II - GENERAL RULES APPLICABLE TO WBC CONTESTS

### WBC Approval of Bouts

2.1 WBC Approval of WBC Championship and Elimination Bouts. All promoters must request in writing the approval by the WBC or the respective WBC Championship Committee (as applicable), of any WBC-sanctioned championship, elimination, or qualifying bouts. No bout shall be considered as officially sanctioned by the WBC unless the promoter has received the written approval of the WBC President's office or the respective WBC Championship Committee Chairperson (as applicable), and complies fully with all terms and conditions of the WBC's sanctioning, including payment when directed by the WBC of all required fees and compliance with these Rules & Regulations and any applicable rulings.

2.2 WBC Discretion to Deny Sanction. The WBC reserves the right to deny its sanction of any bout, or to withdraw its sanction prior to a bout after it was initially granted, for cause as the WBC shall determine in its sole discretion. Instances of cause may include, but are not limited to, the following:

- (a) Non-compliance with WBC Rules & Regulations, WBC Constitution or any WBC binding document or Ruling. The WBC may deny or withdraw its sanction of any contest to be held in a jurisdiction that does not recognize and accommodate to the WBC's satisfaction the WBC's legitimate interest in the conduct of WBC bouts, including these Rules & Regulations, the WBC Constitution, the WBC's implementation of any of its programs or protocols (e.g., instant replay, partial open scoring, electronic scoring, Clean Boxing Program, Weight Management Program, etc.), any other WBC binding documents, and the WBC's right to appoint and approve ring officials.
- (b) Violation of the WBC's Principles or Constitution. The WBC may deny or withdraw its sanction of any contest to be held in a jurisdiction that, by action or omission, violates the WBC's principles or Constitution.

The WBC may also deny a bout sanction to any bout involving a promoter whose actions might be detrimental to the WBC and boxing if the promoter acts in opposition to the WBC's expressed policies on safety and other measures to protect boxers, or for any other violations of the WBC's Rules & Regulations, principles, or Constitution.

2.3 WBC's Right to Revoke Sanction after a Contest. The WBC reserves the right to revoke or withdraw its sanction of any bout that had been previously sanctioned or which the WBC had agreed to sanction as a WBC contest under circumstances including, but not limited to, the following:

- (a) if (i) the local boxing commission where the bout occurred did not permit the WBC to appoint all the ring officials, or if the WBC did not agree in writing to all ring officials appointed by the local commission for the match, and (ii) based on the WBC President's judgment, the result is that the decision in the contest is different from what it would have been if all officials had been appointed by the WBC and upheld the WBC's rules and standards; or
- (b) if (i) all Rules & Regulations, Championship Rules, and rulings of the WBC are not complied with, and (ii) based on the WBC President's judgment, the result is that the decision in the contest is different from what it would have been if all of the WBC's

Rules & Regulations, Championship Rules, standards, and rulings had been properly applied, as determined by the WBC in its sole and absolute discretion.

Under any of those or similar circumstances, upon an affirmative vote of 2/3<sup>rd</sup> of the WBC Board of Governors, the WBC may confirm the WBC President's revocation of the WBC's sanction of the bout as a WBC contest. In either circumstance, whether the decision would have been different under the WBC's Rules & Regulations, Championship Rules, standards, and rulings is to be determined solely by the WBC in its sole discretion.

If the bout was a WBC championship contest, the WBC's revocation shall result in the bout being deemed to have been or be a non-title bout. If the bout was a WBC elimination contest, the effect of the WBC's revocation shall be that neither boxer will gain any rights to a mandatory contest or final elimination bout, nor be eliminated from contention as a result. (The WBC may, in its discretion, consider the action and/or result of the bout in determining its ratings of the boxers.)

In such cases, the ruling of the WBC does not control the final determination of the local boxing commission regarding the decision in the contest. However, the decision of a local boxing commission shall never interfere with the power and authority of the WBC to grant or withhold sanctioning any contest as a WBC championship or elimination bout, or to recognize or withhold recognition of any boxer as a WBC Champion or Challenger.

If WBC sanctioning is revoked after a contest under this rule, the WBC shall still have the right to collect, and/or retain all prior deposits or payments of, all applicable sanction fees, expenses, and any other forms of consideration provided for herein, as the promotion and the participants would have received and benefitted from the marketing and other value brought to the bout as a result of having been originally sanctioned by the WBC, and because the event was promoted using the WBC's exclusive and proprietary trademarks and other intellectual property and goodwill, including but not limited to commercial designations, trade names, trademarks and copyrighted materials.

- 2.4 Disputes between a Boxer and a Boxer's Representative. In the event of a dispute in which a manager, promoter, or any other individual or entity claims contractual rights with respect to a boxer the WBC may order that the boxer may compete in the bout on the condition that a portion of the boxer's purse shall be withheld and deposited in escrow until the time that the dispute is resolved. In such cases the boxer must also agree in a manner satisfactory to the WBC to indemnify and hold the WBC harmless from any and all claims, demands, causes of action, and liabilities of any kind in any way related to the dispute. In the event a boxer and a promoter fail to agree to terms to a bout agreement or any other legally binding document in connection with a WBC-sanctioned bout, and the Purse Offer Procedures in these Rules & Regulations do not apply to the particular situation, the WBC shall have the option of mediating the dispute, submitting a WBC-approved bout agreement or take any measures it deems necessary to assist the parties to come to an agreement. If the parties still fail to come to an agreement, the WBC shall have the option of revoking its sanction as set forth in Rule 2.3 above.

### **Purse Offer Procedures**

- 2.5 Adherence to Purse Offer Procedure. After a WBC sanction has been issued, the boxers and their representatives shall have a period to freely engage in negotiations ("free negotiations period") to reach an agreement on financial terms that will apply to their WBC contest. The WBC shall mandate the free negotiations period's duration or any extension the parties may request. When the boxers and their representatives cannot reach such an

agreement during the free negotiations period or any WBC-granted extensions, the WBC may institute a purse offer, also known as a purse bid or purse auction process. When ordered by the WBC, the purse offer procedure shall not be affected by any promotional agreements in which a promoter has options on either or both boxers in such bouts.

- 2.6 WBC's Authority to Modify or Cancel. With respect to any purse offer that it has ordered, the WBC has the sole and exclusive authority to modify the purse offer procedure set forth herein, including all timetables, deadlines, duties and obligations of participants, and the respective percentages of the bout purses payable to the boxers. The WBC also shall have the sole and exclusive authority to cancel any purse offer previously ordered based upon the facts of the individual case or upon special circumstances, as determined by the WBC in its sole discretion.
- 2.7 Notifications When Bouts Ordered. Upon ordering a title or elimination bout, the WBC shall provide notification to the boxers or their representatives at their last known contact information registered with the WBC. It is the sole responsibility of each boxer and the boxer's representative(s) to provide the WBC Presidency with contact information specifically designated for all notices required under the WBC Constitution or these Rules & Regulations. The WBC is not and shall not be held liable for any result or outcome in any way related to the failure of a boxer or any boxer's representative to keep the WBC advised of their current contact information for such notices.
- 2.8 Free Negotiations Period. After the WBC orders a bout, there shall be a period of thirty (30) days for the parties to negotiate, finalize, execute, and file a contract for the bout. Should the parties fail to file a fully-executed contract with the WBC by the end of such period, the period of free negotiations shall automatically terminate.

The WBC may, by notification to the parties, shorten or lengthen the free negotiation period in special circumstances as determined by the WBC in its sole discretion.

- 2.9 Request for Purse Offer. Should the free negotiation period not result in signed bout contracts or notification of an agreement being filed with the WBC, the WBC shall issue a public announcement requesting that promoters file purse offers bids to promote the bout. Promoters then currently registered with the WBC may in writing request that the WBC, as a courtesy, send them individual notifications of a request for purse offers. The announcement requesting bids will contain the date, time, and place for the purse offer ceremony, which shall always be subject to change by the WBC in its sole discretion. An announcement through any medium, including the Internet, shall be deemed a public announcement for the purposes of this provision.

The period for purse offers to be filed will generally be, and the purse offer ceremony may be held, approximately 15 calendar days from expiration of the free negotiation period, unless such period is reduced or extended by the WBC in its sole discretion.

- 2.10 Extension If No Bids Received. If no bids are received by the time and date specified in the announcement, WBC may extend the period for receipt of bids for approximately an additional fifteen (15) calendar days, and the WBC shall notify the boxers or their registered representatives.
- 2.11 Privilege to Participate in a Purse Offer. The WBC may reject any purse offer bid received from a promoter not in good standing with the WBC (that is, any promoter who (i) has failed to pay all sanction fees, yearly licensing fees, or any other fees, expenses, or fines payable in accordance with these Rules & Regulations or any WBC rulings, or (ii) is

suspended, expelled, or subject other discipline by the WBC). The WBC may also reject any purse offer bid received from a promoter who has failed to execute and file with the WBC (i) the WBC Registered Promoters Agreement and (ii) the WBC World Title Bout Authorization Agreement for Promoter.

Each promoter participating in a purse offer procedure shall pay a mandatory, non-refundable participation fee to the WBC as follows:

Heavyweight division bid:	\$10,000
Cruiserweight to middleweight division bid:	\$ 7,500
Super welterweight to super bantamweight division bid:	\$ 5,000
Bantamweight to strawweight division bid:	\$ 2,500

If a promotional company is participating in more than one purse bid scheduled on the same day, only one participation fee will be assessed to such promotional company.

The requirement to pay a participation fee may be modified only by the WBC in its sole discretion.

- 2.12 Rejection of Commonality of Bidders. The WBC in its discretion may reject any purse offer bid if there is commonality of ownership, interest, or control among two or more of the participants.
- 2.13 Format of Purse Offer Bids. Each purse offer bid should be submitted using the WBC's approved purse offer form, should one be then currently designated. The WBC in its sole discretion may, but is not required to, accept any purse offer bid in alternate formats.
- 2.14 Submission of Purse Offer Bids. The WBC may reject any purse offer bid submitted after the time and date set forth in the announcement for the opening of bids. Purse offer bids should be presented in person by the date, time, and at the place set forth in the announcement of the solicitation of said bids. A bid may also be sent by fax or email to the WBC official conducting the purse offer ceremony. It is the sole responsibility of the participant to confirm actual receipt of any purse offer bid by the WBC official conducting the purse offer ceremony. The WBC will handle all bids received with strict confidentiality prior to the purse offer ceremony.
- 2.15 Purse Offer Ceremony. At the official purse offer ceremony for a bout, the WBC shall reveal all properly-submitted bids, and the promoter that has made the highest offer of compensation to the boxers shall be awarded the bout. The WBC may reject any bid that contains any contingency, such as, for example, that the purses will be subject to income or profit projections, or any bid stating that a promoter will bid a percentage or dollar amount over the bid by other promoters. Any interested promoter may attend and observe the purse offer ceremony.

Winning of Purse Offer. The WBC shall notify the winning promoter of its winning bid. Minutes of the purse offer procedure shall be written, signed, and delivered by and to the participating parties and the boxers or their representatives at the conclusion of the Purse Offer ceremony. Upon the WBC notification to the winning promoter of its winning bid, the promoter shall be contractually bound to promote the bout with respect to the WBC. In the event that the winning promoter attempts to withdraw its winning bid or fails to fulfill the obligations set forth in Rule 2.18 below, the WBC shall have the option of taking any disciplinary measures it deems appropriate against that promoter.

2.16 Division of Proceeds in a Purse Offer. The net purse offer (after deduction of all sanction fees payable to the WBC hereunder) shall be divided as follows:

- (a) first, 10% of the total shall be set aside as a bonus for the winner of the contest, then, of the remainder,
- (b) 70% of the remaining 90% shall be for the champion and 30% of the remaining 90% shall be for the challenger in title bouts; and
- (c) 50% of the remaining 90% to each contender in the case of vacant titles or elimination bouts;

provided, however, that the WBC Board of Governors, may by a majority vote, authorize a modification of the division of purse offer proceeds between boxers in a purse offer in particular cases, such as consideration of outstanding marketing value of one of the boxers, as the WBC shall determine in its sole discretion. The modification of the split of the remainder shall be limited to 60-40% and 55-45%, except in the most exceptional circumstances, in which the split may be modified to 50-50% at the WBC's sole discretion.

2.17 Boxers' Obligations Regarding Purse Offer Bids. The interested boxers must accept the winning bid and participate in the bout, as the WBC may deem that any boxer who does not agree to participate in a bout on the terms of the winning purse offer has forfeited his privilege as a WBC champion or challenger. The WBC may, at its sole discretion, determine whether to include in its future ratings any boxer who fails to fulfill his or her obligations under this paragraph. For a champion to be deemed to forfeit his title as a result, the WBC Board of Governors must confirm such forfeiture by 2/3<sup>rd</sup> vote.

2.18 Promoter's Deposit after Winning Purse Offer. Unless otherwise permitted by the WBC in its sole discretion, the promoter who wins a purse offer must, within ten (10) calendar days after the purse offer ceremony or as otherwise ordered by the WBC, shall deposit with the WBC ten percent (10%) of the total amount of the winning offer. If such 10% deposit is not made by the winning promoter as required, the WBC may in its discretion deem that the promoter has forfeited his right to promote the bout, which the WBC may then grant to the second highest bidder. The WBC may also take any measures it deems appropriate against the promoter as set forth in Rule 2.15 above.

The balance of the deposit will be returned or credited to the promoter upon or following the payment and/or deduction of all applicable sanction fees at the time of the title bout. In the event after paying the deposit the promoter does not promote the bout according to the terms of the winning bid, the WBC may, in its sole discretion, order that the promoter has forfeited such deposit, which the WBC may in its discretion then distribute all or part to the boxers in accordance with the purse split, and/or retain all or part as a penalty.

2.19 Failure to Promote a Bout. If a promoter who won the purse offer relinquishes the right or fails or refuses to promote the championship bout, the WBC may grant the right to promote the bout to the second-highest bidder, if any, provided however, that if the WBC determines in its sole discretion that the second-highest bid was too low, the WBC may initiate another purse offer procedure or take such other action as it deems appropriate. -The WBC may also take any measures it deems appropriate against the winning promoter as set forth in Rule 2.15 above.

- 2.20 Purse Offer Contracts. After winning a purse offer, the promoter shall within seven (7) calendar-days present championship bout contracts, either on the WBC's form or in a form deemed acceptable by the WBC in its sole discretion, to each boxer or the boxer's representative to be signed and delivered to the WBC within twenty-one (21) calendar-days after the purse offer ceremony. The promoter will have fifteen (15) calendar days after the purse offer ceremony to inform the WBC in writing of the location (country, state/province and city) and date of the bout. The WBC may modify either or both periods contemplated in this section for cause as determined in its sole discretion.
- 2.21 Failure to Sign Purse Offer Contracts. If a promoter has presented bout contracts to the boxers in a form acceptable to the WBC within the required deadline recognized or ordered by the WBC, but either or both boxers have not signed and returned the contract, the promoter will not be deemed at fault, and will be deemed to have complied with his obligation to file the contracts in a timely manner.

If the promoter has presented a bout contract in a form acceptable to the WBC, and a boxer or boxer's representative fails to sign the contract within the required period after the purse offer ceremony, or if the boxer otherwise refuses to participate in the bout for the promoter who won the purse offer, the WBC shall have the power to impose disciplinary actions upon such boxer and/or or boxer's representative, including but not limited to forfeiture of title or challenger status, or any other measure the WBC deems appropriate in its sole discretion.

- 2.22 Timing of a Bout. A promoter must promote the bout within ninety (90) days after winning a purse offer, subject to modification at any time by the WBC in its discretion. The WBC may withdraw a promoter's privilege to promote any bout if the promoter is unable to comply with such time limit.

### **Special Circumstances Affecting Purse Offers**

- 2.23 Amount of Purse Offer Bids and New Bids. The WBC reserves the right to refuse any purse offer it determines at its sole discretion to be too low. In the event of identical high bids, new purse offers will be taken from those promoters who submitted the identical high bids, or they may agree to co-promote. New bids may be taken at the same purse offer ceremony if the winning promoters, or their duly authorized representatives, are present. If one or more of the promoters who submitted identical higher bids or their duly authorized representatives are not present, new sealed or confidential bids shall be submitted to the WBC within seven (7) calendar days from the original opening of the bids or within such a deadline the WBC might mandate at its sole discretion.
- 2.24 Boxers Must Have No Contractual Restrictions. The WBC may reject as unavailable any boxer who has contractual, health, legal, or other restrictions that would prevent the boxer from complying with the obligations that arise under the purse offer provisions of these Rules & Regulations. Each boxer is solely responsible for notifying the WBC of any such restrictions. Absent any such notification, the WBC may assume that there are no contractual, health, legal, or other restrictions or obligations that would interfere with a boxer's ability to freely negotiate for and participate in a bout. In the event that a boxer fails to timely notify the WBC of any such restriction or obligations, the WBC may subject such boxer to disciplinary action, including a fine or removal of WBC status.

- 2.25 Non-Applicability of Purse Offer Procedure. The purse offer procedure herein will not be applicable, and may be cancelled by the WBC, when in free negotiations a boxer is offered a purse that the WBC believes in its sole discretion on a case-by-case basis is fair and reasonable based upon the boxer's historical earnings, the boxer's services then-current market value, the market value of the division, and the boxing market in general at the time. In each case, such determination may be made by the WBC based on registered contracts and any other information available to the WBC. Upon any such ruling by the WBC, if the boxer does not accept the offer, the WBC may take any measures it deems appropriate in its sole discretion including, but not limited to forfeiture of challenger status, ordering an alternate challenger or name the boxer's opponent as mandatory challenger.
- 2.26 Rights of Promoters Holding Options. Notwithstanding anything to the contrary which may be contained in these Rules & Regulations, if a promoter holds a duly registered, binding, and approved option to promote a bout of a boxer, but: (a) is unable to finalize a contract for a mandatory championship bout within the time periods prescribed herein; or (b) is not successful in winning the purse offer for the bout, the WBC may in its sole discretion order that the winning promoter and affected boxer shall pay to the promoter holding the option an amount equal to 25% of the amount by which the purse payable to the boxer in the winning purse offer exceeds the amount that was guaranteed to the boxer under the option (or any higher amount that had been offered to such boxer by the promoter holding the option during the free negotiations period).

Under such circumstances, it shall be the obligation of the winner of the purse offer to pay such amount directly to the promoter holding the option at the same time that the purses are paid to the boxers for the ordered bout. For example, if a promoter has a valid option to promote a champion's next bout, under which the champion will receive a guaranteed US\$100,000 purse (and no higher purse was offered to the boxer by such promoter during free negotiations), and in the purse offer won by another promoter the champion is guaranteed \$200,000, then the promoter holding the option would be entitled to payment of US\$25,000, which is 25% of the excess of the purse offer (\$200,000) over his option (\$100,000).

- 2.27 Modification of Purse Offers' Purse. If at any time after a purse offer the boxers and the promoter agree to reduce the amount of the purse, the sanction fees payable to the WBC will nevertheless be based upon the original purse offer and not pursuant to any reduced terms, due to the WBC's role in maximizing the value of the bout.
- 2.28 Single Purse Offer Bids. If only one promoter presents a bid in a purse offer, he will be allowed to promote the bout unless the WBC considers the offer so low that it would be detrimental to the best interests of the boxers, in which case the WBC will undertake efforts to improve the boxers' purses.
- 2.29 Authority of the President in Purse Offers. The WBC President or his designee shall have the authority to resolve any issue regarding purse offers if the situation is not otherwise provided for in these Rules & Regulations, or to act in their discretion to take whatever action they deem necessary and appropriate regarding purse offer procedures to preserve justice and equality.

### **Contractual Arrangements**

- 2.30 Privileges of WBC Registered Promoters. All promoters who are registered and in good standing with the WBC may register contracts for championship and elimination bouts with



the WBC, request a sanction to promote any WBC-sanctioned championship or elimination bout, participate in WBC purse offer procedures, register option contracts with the WBC, and participate in any other activity permitted by and consistent with the WBC's Rules & Regulations, Championship Rules, standards, and rulings.

2.31 Filing of Official Championship Bout Contracts. Promoters must file all contracts for WBC-sanctioned bouts with the WBC. If the bout is the result of a purse offer, the contracts must be on the official WBC form, unless the parties submit a mutually-agreed contract in alternate form acceptable to the WBC. The official WBC forms of Registered Promoters Agreement, Authorization Agreement from Promoter, and Champion and Challenger Compliance Agreement must also be executed and filed with the WBC. It is the responsibility of each promoter to ensure that bout agreements are properly executed by the boxers or their duly authorized representatives in accordance with these Rules & Regulations.

2.32 Registration of Promoters and Other Representatives of Boxers; Responsibilities.

(a) Each promoter and each manager, agent, or other representative of a boxer must register annually with the WBC in accordance with such procedures and requirements as the WBC may determine. Each representative of a boxer shall file with the WBC all contracts between the representative and the boxer in order to prove their authority to represent the boxer, or such other documents the WBC recognizes as sufficient to demonstrate such authority.

To be recognized by the WBC, all contracts between boxers and their promoters, managers, agents, or other representatives must be filed by such parties with the WBC. Alternatively, the WBC may in its sole discretion accept a written communication from the governing boxing commission or federation certifying that it has received and has such contract on file, provided that the parties consent to the WBC obtaining any such contract from such commission or federation.

(b) It is the sole and exclusive responsibility and obligation of each promoter, manager, agent, or other representative of a boxer to convey to the boxer the substance of any communications between the WBC and such representative concerning the boxer's dealings with the WBC so that the boxer will be fully informed regarding all such matters, and the WBC may rely in each case upon each such representative's compliance with this rule. Therefore, under no circumstance shall the WBC be held responsible or liable for any failure of such representative to keep their boxer fully informed of all such communications.

2.33 Options in Title Bouts. If at the time of execution of a bout contract resulting from free negotiations, a boxer and the promoter may agree that the promoter has an option to promote the boxer's first title defense in the event that he wins or retains the title. In order for the WBC to recognize such an option clause, it must be legally binding and enforceable under the law that governs the bout contract.

The WBC shall not recognize an option under this provision shall not be recognized by the WBC or enforceable if it is: (a) prohibited in the jurisdiction that governs the bout contract; or (b) otherwise prohibited by law.

2.34 Time Limitations on Mandatory Options. A promoter receiving an option granted to him pursuant to the preceding rule must stage the option bout within six (6) months from the

date of the initial bout or sooner if ordered by the WBC. The WBC may permit an option to be extended beyond its stated term if the bout cannot be promoted within such term due to matters beyond the control of the promoter, if such option may be extended under such circumstances according to its terms and it is legally binding.

- 2.35 Voluntary Options. A boxer may voluntarily grant options to a promoter, and the WBC will recognize such options as valid, binding, and enforceable unless: (1) such options are invalid or invalidated due to breach of the terms stipulated in such contract; or (2) the WBC determines that such options are unfair or abusive pursuant to Rule 2.39 below.
- 2.36 Procedures Related to Options. In order to be recognized by the WBC, all option agreements must comply with these Rules & Regulations and with any applicable WBC rulings, be validly executed, and be filed by promoters with the WBC. All bouts held pursuant to options must comply in all respects with these Rules & Regulations and with any applicable WBC rulings.
- 2.37 WBC Bouts Take Priority Over Options. A promoter's exercise of any option is subject to the WBC's right to order or sanction mandatory or voluntary bouts in accordance with these Rules & Regulations, and may not interfere with the responsibilities of any boxer to comply with the rulings of the WBC.
- 2.38 Unfair Economic Value of Option. The WBC may deny its sanction of any bout to be held pursuant to an option contract if the WBC determines in its sole discretion that the economic value of the option is so low that could be considered unfair or abusive toward the boxer.
- 2.39 Exclusive Promotional Agreements. The WBC does not recognize exclusive promotional agreements between a promoter and a boxer. Therefore, the WBC may, at its sole discretion, deem determine that any such agreement constitutes a contractual impediment to the boxer fulfilling his obligations under the Rules & Regulations.
- 2.40 License. In consideration of the benefit derived from the use of the WBC's exclusive intellectual property rights including, but not limited to the WBC's trademarks and sanction, each promoter, boxer, and all other participants in any WBC-sanctioned bout is deemed to and hereby expressly consents to the use by the WBC of their names, trademarks, image, likeness, and descriptions of such bout and its participants, and any and all video/digital footage featuring their images or owned by them or in which they have usage rights, for the purposes of promoting the bout, its action, and its result, the WBC Championships, and the WBC itself, as well as for the purpose of training of WBC officials and members and preserving historical records of the WBC. Nothing in this Rules & Regulations shall prevent the WBC from seeking to obtain a license(s) from a boxer or any other participant in a WBC-sanctioned bout for any commercial purposes including, but not limited to co-branding. Such a license(s) shall be memorialized and documented through a legally binding agreement between the WBC or its assignee, on the one hand, and the boxer or other participant or their authorized representative, on the other hand.

### **WBC Officials**

- 2.41 Appointment of Judges and Referees. The WBC President shall be responsible for appointing, approving, or accepting judges and referees as ring officials for WBC contests. Such officials should be, and the WBC shall strive to appoint to the extent reasonably possible, from countries neutral to the boxers, unless both boxers have the same nationality

or residence. At its sole discretion, the WBC may appoint officials from the country of origin of one of the boxers: (1) by recognizing an agreement between the boxers; or (2) due to economic or other extraordinary circumstances. The WBC President and his designees have full authority to reach agreements with local commissions regarding any and all aspects of the appointment of ring officials, or to permit bouts to occur with the WBC reserving its rights in accordance with these Rules & Regulations.

- 2.42 Examinations for Officials. All judges and referees shall take and pass any and all physical, performance, medical, ophthalmologic, and other tests as shall be mandated by the local commission for the bout, as well as the official's local federation and the WBC.
- 2.43 Conduct of Ring Officials. Ring officials appointed to work WBC-sanctioned bouts, at all times when acting on behalf of the WBC in an official capacity or as a ring official generally, are to conduct themselves in an exemplary manner in and out of the ring and exercise their duties and responsibilities in accordance with the procedures and practices contained in the WBC Ring Officials Guide and the WBC Code of Ethics. Every official appointed by the WBC should be a member in good standing of the WBC or an affiliated federation. Appointment as an official in a WBC-sanctioned contest is a privilege, not a right.
- 2.44 WBC Supervisors. The WBC should be represented at all sanctioned contests by a Supervisor or Supervisors appointed by the WBC President, the President's designee, or the respective Federation president or committee chairman. With respect to the bout, the WBC Supervisor shall have the authority to make any and all decisions and take all actions necessary to interpret and enforce these Rules & Regulations and the WBC's rulings, subject only to review by the WBC President, the President's designee, and/or Board of Governors.
- 2.45 WBC Representatives at WBC Bouts. The WBC Supervisor shall be seated at the local commission's table so that he may reasonably supervise and tally the scoring of the judges after every round and to be able to perform his other responsibilities. The President of the WBC must also be seated at the commission's table against the ring. The promoter(s) of any WBC-sanctioned contest is also specifically obligated to arrange for or provide tickets for up to five (5) numbered ringside seats to accommodate additional WBC officials and executives in the technical zone, or, if not available, immediately adjacent to the ring.
- 2.46 Promoters' Obligations for WBC Representatives' Expenses. The promoter(s) of any WBC-sanctioned contest shall pay all expenses, including transportation, lodging, meals, and other incidental expenses, of all ring officials, and also for the WBC Supervisor(s). Attendance by the WBC President and any of his designees at any WBC-sanctioned contest will be in an official capacity, and the promoter shall pay all of the transportation, lodging, meals, and other incidental expenses for the WBC President and or his designees to attend the event.
- 2.47 Fees for Ring Officials. A schedule of minimum fees to be paid to supervisors and ring officials will be designated by the WBC from time to time, and the promoter must pay such fees as required. The payment of fees to the ring officials must be made directly by the WBC Supervisor or by the local boxing commission under his supervision.

### **WBC Championship Belts**

- 2.48 Belts Provided for Each Division. The WBC will award championship belts to the champions of each weight division. The promoter of any WBC championship is expressly obligated to pay for a new title belt in the event that a new champion is crowned.
- 2.49 Ownership of Belt. Once a boxer wins a WBC championship, the physical belt becomes his property; provided, however, that the WBC retains the exclusive worldwide rights, interest, title and ownership of any and all copyright, trademark, trade name, design patent and all other intellectual property rights in any way associated with the utility, appearance, design, or ownership of the WBC title belts and any symbol or copyrighted material appearing therein. The WBC shall have the right to prohibit a boxer's display of a WBC title belt at any time, including but not limited to circumstances that the WBC in its sole discretion deems inappropriate or that otherwise brings dishonor upon the WBC or the sport of boxing. By accepting the title belt and the benefits associated with its possession, all boxers and their representatives are deemed to and expressly hereby agree to be bound by and comply with the WBC Rules & Regulations and any rulings of the WBC concerning the display of the boxer's WBC title belt and with the WBC rights under governing trade name, copyright, trademark, design patent, and all other applicable intellectual property laws and regulations.
- 2.50 Champion Must Bring His Belt into the Ring. A WBC champion must always bring, and wear or have prominently displayed, his championship belt when he enters the ring for every defense of his title. If he does not bring his championship belt to the ring, he will be subject to a fine and other disciplinary measures by the WBC. The champion must give the championship belt to the WBC Supervisor before the beginning of the bout, so that it may be awarded to the winner.
- 2.51 Presentation of Belt. At the end of each championship contest, the WBC Supervisor(s), the WBC President if present, and the president of the local commission and local federation shall go into the ring to present the belt to the champion on behalf of the WBC Board of Governors. The promoter of the contest is responsible to provide security, organize the ceremony for presentation of the championship belt, and require the boxers to reasonably assist so that such presentation can occur in an organized and efficient manner.
- 2.52 Subsequent Award of Belt to a New Champion. If a champion's title belt is presented to a new champion and an additional title belt is not available, following the presentation ceremony the new champion must immediately return the former champion's belt to the WBC Supervisor, who shall return the belt to the former champion. The WBC will later award a new title belt to the new champion.

### 3. ARTICLE III - CHAMPIONSHIP OBLIGATIONS

- 3.1 Timing of Defenses. The WBC's policy is to offer opportunities to boxers to compete for its titles, and thus the WBC seeks to prevent titles from being frozen due to inactivity by champions. Therefore, a WBC champion should strive to defend the title in mandatory or voluntary defenses at least three (3) times a year, unless a written exception or extension is granted by the WBC in its sole discretion. Therefore, a WBC champion should strive to defend his title at least every one hundred twenty (120) days unless otherwise permitted by the WBC in its sole discretion. Upon winning a title, a WBC champion must defend the title within 90 to 120 days or as otherwise ordered by the WBC, unless otherwise ordered or permitted by the WBC in its sole discretion.
- 3.2 Recognition Subject to Forfeit. A champion who does not defend his title within the periods set forth herein shall forfeit his title, unless the WBC in its sole discretion otherwise permits. Further, the WBC may also withdraw recognition of a mandatory or qualifying challenger for inactivity or failure to engage in any bout ordered by the WBC. A WBC champion may not compete for hold a championship of another organization unless permitted by the WBC in its sole discretion.
- 3.3 Qualified Challengers. Champions shall defend their titles, either in a voluntary or mandatory defense, against a challenger (each, a "Qualified Challenger") in one of the following categories:
- (a) any of the top ten (10) rated contenders; or
  - (b) with the approval of or ratification by a majority of the Board of Governors,
    - i. any boxer rated 11 to 15;
    - ii. a champion or a highly-rated boxer of another weight division;
    - iii. another WBC champion, such as a WBC Diamond or Silver Champion, Champion Emeritus, or Champion in Recess;
    - iv. a former world champion or other elite challenger;
    - v. a champion of another boxing organization recognized by the WBC; or
  - (c) under special circumstances and with the approval of or ratification by two-third (2/3<sup>rd</sup>) of the Board of Governors, a contender not otherwise listed in one or more of the above categories.
- 3.4 Voluntary Defenses. In order to fulfill their requirement to defend the title regularly in a timely manner, champions shall propose voluntary defenses against Qualified Challengers as defined above. No bout shall qualify as a voluntary defense other than as permitted by the WBC in accordance with these Rules & Regulations or any WBC rulings. Any bout (voluntary or mandatory) in which a WBC World Champion would compete for or defend a title or status other than his WBC World Championship, even if the WBC title is also at stake, is not permitted absent special circumstances, and then only following a prior written request to and approval by the WBC, which in its sole discretion may approve, deny, or impose such terms and conditions as it may determine appropriate under the facts and circumstances on a case-by-case basis.
- 3.5 Mandatory Defense Obligations. All WBC champions shall make at least one (1) mandatory defense per year, unless an exception is granted by the WBC in its sole discretion. A champion may be required to make more than one mandatory defense per

year, if the WBC has designated more than one mandatory challenger for any reason. No bout shall be considered a mandatory defense unless expressly approved as mandatory by the WBC, and made exclusively against an official mandatory challenger designated by the WBC. A challenger who wins the title inherits the mandatory defense obligations of the champion he defeated, unless the WBC in its sole discretion otherwise directs.

- 3.6 Timing and Extensions of Mandatory Defense Obligations. The time periods for mandatory defenses stated in these Rules may be altered by the WBC in its sole discretion under special circumstances, including if a champion has defended the title in a voluntary defense against a contender the WBC may have deemed a mandatory challenger. No mandatory bout may be contested until such time as is required for a mandatory defense under these Rules & Regulations, including any extensions that may be granted by the WBC in its sole discretion.
- 3.7 Designation of Mandatory Challengers. The WBC shall always have the absolute and final discretion to designate a mandatory challenger by:
- (a) ordering a final elimination bout of two qualified contenders;
  - (b) designating a Qualified Challenger as the official mandatory challenger; or
  - (c) ordering a unification bout with a champion of another organization recognized by the WBC.

For the avoidance of doubt, the highest rated (or the highest rated available) boxer in the WBC rankings is never, solely by virtue of such position, the official mandatory challenger. Notwithstanding anything to the contrary, including any communications attributed to the WBC, no boxer shall be considered as, or claim any privileges associated with, being a mandatory challenger unless (i) the boxer has been officially designated as such by the WBC President or the President's designated representative, and (ii) the WBC Board of Governors has voted to authorize or ratify the designation of such boxer as mandatory challenger.

- 3.8 Special Bout Sanction(s). Under special circumstances, including but not limited to as a bout involving an elite contender, a champion of another organization, a match or tournament that the WBC determines in its sole discretion would be in the best interests of boxing, or any other applicable special circumstance, the WBC may order and/or sanction any such bout, or each associated tournament bout, as either a voluntary or mandatory defense under such terms and conditions as the WBC may impose in its sole discretion, and may order that any such special bout take precedence over and occur prior to any previously designated mandatory defense. A WBC Champion who participates in a Special Bout as defined above shall be subject to any and all sanction fees applicable to the defense of the WBC title he or she holds.

Under the circumstances set forth in the preceding paragraph, any previously-designated mandatory challenge may be ordered by the WBC: (i) to occur immediately after the special bout or tournament with no intervening bout, (ii) to be rescheduled to occur after one or more voluntary bouts, or (ii) postponed by the WBC until such time as the champion is required to defend against his next mandatory challenger, including any extensions that may be granted by the WBC in accordance with these Rules & Regulations, or any applicable WBC rulings.

Additionally, in order to permit the WBC to approve and sanction special tournaments for any WBC championship, mandatory, or elimination position, the WBC has the authority, in its sole discretion, to approve variations from any applicable WBC rule, championship rule, policy, or practice.

- 3.9 Elimination Bouts. The WBC may order one or more qualifying or elimination bouts and tournaments to determine ratings and to select the boxers that will compete in a final elimination bout to designate an official mandatory challenger. Therefore, elimination bouts do not necessarily result in the designation of an official mandatory challenger, and the winner of an elimination bout does not become mandatory challenger, unless such bout has been sanctioned by the WBC explicitly as a “final elimination” bout.

Only the winner of a final elimination bout shall become a mandatory challenger, and shall be subject to the provisions of these Rules & Regulations and such additional conditions and exceptions as may be imposed by the WBC in its discretion on a case-by-case basis.

- 3.10 Suspension or Revocation of Recognition Following Elimination Bout. Following an elimination or final elimination contest, the WBC may revoke recognition of the winner of such bout as a qualifying or mandatory challenger if: (i) the WBC in its sole discretion determines that (a) the outcome of the match was controversial or irregular or (b) despite winning the bout, the winner’s performance was unsatisfactory or did not demonstrate sufficient merit to advance; (ii) a winner remains inactive for an extended period in advance of his final elimination or championship bout; or (iii) it otherwise serves the best interests of the sport.

Under such circumstances, the WBC may order a rematch, order one or more additional qualifying, elimination, or final elimination bouts that include or exclude one or both of the previous contenders, or designate Qualified Challenger as a mandatory challenger.

- 3.11 Immediate Rematch Policy. The WBC does not recognize immediate rematch clauses in bout agreements and will not sanction or authorize immediate rematches, unless it determines in its sole discretion, with the authorization of or ratification by two-third (2/3<sup>rd</sup>) of the Board of Governors, that:

- (a) the conduct or result of the bout was controversial or irregular;
- (b) there is sufficient public demand; or
- (c) a direct rematch would otherwise be in the best interests of the division or boxing.

If the WBC determines that an immediate rematch is appropriate pursuant to this preceding rule, it may order the rematch as a mandatory bout, permit a requested rematch as a voluntary bout, or sanction the bout as a special bout under Rule 3.8.

If the WBC orders such a rematch, it may also rule the winner of the immediate rematch comply with mandatory defense obligations existing at the time of the original contest, or may grant the winner one or more optional defenses prior to fulfilling any mandatory obligations.

- 3.12 Rematch after Intervening Contest. The WBC may also order a rematch as a mandatory defense after allowing an intervening contest. In such a case, the winner of the intervening contest must face the other participant in the original bout and must comply with mandatory

defense obligations existing at the time of the original bout, unless an exception due to special circumstances is granted by the WBC in its sole discretion.

- 3.13 Non-Title Bouts. A WBC Champion must always defend the WBC title if he boxes in the same weight division as his championship. A WBC Champion may not engage in any title or non-title bout in his weight division, or a title or non-title bout in any other weight division, without requesting and receiving written permission for and/or a written sanction of the bout from the WBC as a WBC “Special Event” under Rule 3.8.

In such circumstances, the WBC may in its sole discretion authorize a WBC champion to engage in such a contest, provided, however, that the WBC Champion has requested and consented that the proposed bout be sanctioned as a WBC Special Event to be governed by the WBC’s Rules & Regulations, and pays all sanction fees required pursuant to Rule 7. The champion’s title is subject to forfeiture for any failure to comply with this Rule.

- 3.14 Champions with Multiple Titles. In fairness to other boxers contending for WBC championships, as a general rule, no WBC Champion may compete for an additional title in boxing or any other combative sport without first requesting and receiving a written sanction of the bout from the WBC. If the WBC permits a champion to compete for an additional title, the following rules apply:

- (a) if a WBC Champion wins a WBC title in more than one weight division, the WBC may grant the champion 15 days to elect which title the champion will keep and which the champion will vacate. If the WBC Champion then does not make such an election, the WBC shall thereafter have the authority to vacate one of the titles as it shall determine in its discretion; and
- (b) if a WBC Champion wins a title of another organization, the WBC may grant the champion 15 days to elect which title the champion will keep and which the champion will vacate. If the WBC champion then does not make such an election, the WBC shall thereafter have the authority to vacate the champion’s WBC title, unless in the exercise of its sole discretion the WBC permits the champion to retain both titles.

If with the WBC’s permission (i) a WBC Champion competes for a title in a different weight division, or (ii) a WBC affiliated champion competes for a greater title, and in either case loses, the WBC may in its discretion but is not required to vacate the champion’s original title, based upon its evaluation of the facts and circumstances.

- 3.15 Special Rule Regarding a Multiple Division World Champion. The WBC, in recognition of boxing history, appreciates that extraordinary boxers have made a historic impact benefitting all boxers and the sport as a whole by simultaneously winning and defending titles in more than one weight division.

Therefore, a current WBC Champion who competes for and wins a WBC championship in another weight division may, within fifteen (15) calendar days of winning the latter championship, make a request in writing to the WBC that the WBC continue to recognize the boxer as WBC Champion of the other division.

In extreme special circumstances involving an elite champion, and only upon an affirmative vote of two-thirds of the WBC Board of Governors in its sole discretion, the WBC may continue to recognize such boxer as WBC Champion in more than one division.



By making any such request to the WBC, the WBC Champion shall be deemed to automatically agree, at risk of forfeitures of one or all of the Champion's WBC titles to:

- (a) Abide by any WBC ruling(s) concerning mandatory defenses including, but not limited to, defending the WBC championship in each division against the then-designated WBC mandatory challenger at least every nine (9) months; and
  - (b) Obtain the WBC official sanction for both titles every time he or she enters the ring. Further, in a situation involving a multiple division world champion, the multiple champion must dispute all titles if the bout is set at the lowest weight division. In the event the bout is at a higher weight division, the WBC Champion must request in writing and receive from the WBC the express right to retain his title in a lower weight division (which in the absence of such written consent of the WBC, may by the WBC in its sole discretion to have been forfeited). If the champion then loses the title defense in a higher weight division, the WBC shall have the option in its sole discretion to declare a lower division championship vacant, or to ratify the boxer as the WBC Champion of the lower division, due to the step up in weight.
  - (c) In any event, in recognition of the reduced benefit to the WBC and other boxers resulting from the multiple championship, a multiple champion shall be and is hereby deemed to agree to pay 100% of the sanction fees corresponding to the division of the title match, and 50% of the other division(s). For the avoidance of doubt, this provision shall be interpreted such that each duel champion will be responsible to pay 100% of the sanction fees of the division the title contest is scheduled for and 50% of the other division.
- 3.16 Withdrawal or Suspension of Recognition. The privilege of competing for a WBC designation or title, goodwill, trademarks, and other intellectual property associated with any WBC championship or right, the WBC belts, or WBC-sanctioned bout, and the WBC titles and designations, are each owned exclusively by the WBC. Therefore, the WBC may suspend or withdraw recognition of a boxer as a WBC champion, challenger, or contender, as it may determine in its sole discretion, for any reason justifying suspension or withdrawal, including but not limited to violation of the WBC Constitution or these Rules & Regulations, holding the title of or fighting for another organization without the approval or sanction of the WBC, or conviction and/or imprisonment for a crime involving moral turpitude or any other serious moral offense.
- 3.17 Petition for Reconsideration. In the event that the WBC suspends or withdraws its recognition of a boxer as a champion or challenger under these Rules, such action will be deemed final, and the WBC may undertake any action to fill a vacant title or establish challengers as it may deem appropriate in its sole discretion, provided, however, that the affected party may request reconsideration solely in accordance with Article V hereof.
- 3.18 Filling a Vacant Title. If a title becomes vacant for any reason, the Board of Governors may in its discretion authorize whatever steps or actions it deems necessary or appropriate to fill the title, including but not limited to:
- (a) instituting a tournament or elimination contest(s) among Qualified Challengers;
  - (b) ordering a championship contest between two Qualified Challengers; or

(c) recognizing as champion the winner of a previous elimination bout.

3.19 Conditions upon New Champion. The WBC may, as it in its sole discretion deems proper and necessary, impose conditions upon a new champion filling a vacant title, including but not limited to ordering the first defense of the title as a mandatory defense against a WBC-designated challenger (who may be any Qualified Challenger or a challenger selected through a final elimination bout or a WBC-recognized tournament). Upon request, the WBC may in its discretion approve one or more voluntary defenses prior to ordering a mandatory defense.

3.20 Inactivity of a Champion. If a WBC Champion is or may become inactive in a manner that may prevent or unduly delay him from fulfilling his voluntary and mandatory defense obligations in the timeframe determined by the WBC on a case by case basis, based upon the unique facts and circumstances existing at that time in the division, the WBC may declare the championship vacant and order one or more bouts to fill the vacant title. Such inactivity may be either (i) a period of past and continuing inactivity or (ii) potential future inactivity that may prevent a champion from defending his title in a timely manner as required under these Rules.

The WBC may make such a determination based upon special circumstances, which may include, but not be limited to:

- (a) medical issues or injury;
- (b) legal issues or contractual impediments;
- (c) personal or family issues; or
- (d) other controversy or circumstances whether or not beyond the control of the boxer or the WBC.

It is the sole responsibility of a WBC Champion to notify the WBC in writing in a timely manner of any circumstances that may prevent him from complying with his title defense obligations. In the event that a champion fails to notify the WBC in a timely manner of such circumstances, the WBC may take appropriate actions including vacating the title or imposing other penalties.

3.21 Champion in Recess. In certain cases, under the preceding Rule, the WBC may in its discretion designate a Champion as a “Champion in Recess,” such that upon the boxer’s return, he will qualify to box for the championship as an elite contender for the new champion, or as the returning champion. The WBC may order or permit a returning Champion in Recess to box directly for the title in a mandatory or voluntary contest, or to box one or more Qualified Challengers in order to retain his status as Champion in Recess. A Champion in Recess may return as a mandatory challenger, but only upon the specific determination and written approval of such status by the WBC Board of Governors, which may approve or deny such request in its sole discretion.

3.22 Interim Championship Rule. In special circumstances, including when the WBC in its sole discretion declares a WBC champion temporarily unavailable to defend his title, the WBC may sanction a bout between Qualified Challengers for an interim championship, or otherwise recognize an interim champion in the division.

In its sole discretion, the WBC shall subsequently determine the timing and terms of any bout between a Champion and Interim Champion to determine a sole champion in the division, provided, however, that an Interim Champion shall never be deemed a mandatory challenger, or entitled to greater share of proceeds of any purse offer beyond that of a challenger, without a specific prior written order to that effect from the WBC President or his designee.

For the avoidance of doubt, a WBC Interim World Championship shall be considered a true WBC World title for all purposes, other than with respect to a bout versus the actual World Champion, absent any order to the contrary from the WBC in its sole discretion.

- 3.23 Diamond Championship. The Diamond Championship is a special award and distinction which the WBC presents to the winner of an extraordinary fight between elite boxers. In its discretion, on such terms and conditions as it may impose, the WBC may recognize a WBC Diamond Champion of the World in each weight division. The WBC may award the Diamond Championship to recognize the most extraordinary and elite boxer in a division or as a special distinction, or may sanction a bout for the title as an extraordinary bout, under such terms and conditions as the WBC may designate in its sole discretion. Under extremely special circumstances, the WBC may in its discretion designate the Diamond Champion as supreme champion in the division. The Diamond Champion shall be subject only to such obligations, if any, in a case-by-case basis, to defend the title as the WBC may impose or permit in its sole discretion. The Diamond Champion may be permitted to voluntarily defend the Diamond Championship; however, a challenger may not win the Diamond Championship unless a special sanction has been granted by the WBC in its sole discretion. The WBC may also order the Diamond Champion to comply with all defense and other obligations applicable to WBC World Champions hereunder.
- 3.24 Silver Championship. In its discretion, on such terms and conditions as it may impose, the WBC may award WBC Silver Championships of the World in each weight division. The WBC Silver Championship is a title superior to all WBC championships except the World or Diamond Championships. The WBC may designate the challengers for a Silver Championship from among any Qualified Challengers. A Silver Champion must comply with all defense and other obligations applicable to WBC World Champions hereunder as the WBC shall order in its discretion. A Silver Champion shall not be a mandatory challenger for the WBC World Championship absent winning a final elimination bout for the World title, unless a majority vote of the WBC Board of Governors, in its sole discretion, authorizes such appointment.
- 3.25 Champion Emeritus. In its discretion, the WBC may, upon a 2/3<sup>rd</sup> vote of the Board of Governors, designate in each weight category one or more WBC Champions Emeritus. The WBC may bestow the recognition of WBC Champion Emeritus upon a present or past WBC World Champion of extraordinary prestige, reputation, stature, or everlasting legacy in the sport. A WBC Champion Emeritus shall also be an Ambassador of Good Will on behalf of the WBC.

A WBC Champion Emeritus shall be free to display and exhibit his special belt in any social ceremony or sports event. The WBC Champion Emeritus recognition is the highest of honors the WBC grants to any boxer, and cannot be lost or transferred to anyone inside or outside the ring. Champion Emeritus recognition may be withdrawn only by the WBC in its sole discretion in the event that the WBC determines, in its sole discretion, that a holder of that recognition has brought dishonor upon the WBC or the sport of boxing. A Champion Emeritus may request an immediate challenge to a WBC World Champion in his

division without first boxing in an elimination contest, and if a mandatory challenger has previously been designated, the WBC may pursuant to Rule 3.8 order that the Champion Emeritus compete first for the title as an immediate mandatory challenger, but in any event, only upon the prior written approval of such status by the affirmative vote of the WBC Board of Governors, which may approve or deny such request in its sole discretion.

- 3.26 Franchise Boxer. The Franchise Boxer is a special designation and status which the WBC may bestow to a current WBC World Champion, who is also an elite boxer, and who has achieved and maintains the highest of statures in the sport. In its discretion, the WBC may, upon a 2/3<sup>rd</sup> vote of the Board of Governors, designate in each weight category one WBC Franchise Boxer. A Franchise Boxer shall enjoy special status with respect to his or her mandatory obligations, holding multiple titles and competing for titles of other organizations, as the WBC Board of Governors, in its sole discretion, rules on a case-by-case basis.
- 3.27 Twelve Round Restriction. World title bouts between male boxers shall be twelve (12) rounds of three (3) minutes each in duration. In order to ensure safety of all boxers, no WBC champion or challenger will be authorized to compete at any event with any bout of over twelve (12) rounds. Associated WBC titles may be competed at 12 rounds or less, as ordered by the affiliated entity or committee, or by agreement between the WBC and the local commission.

#### 4. ARTICLE IV – MEDICAL AND ANTI-DOPING REGULATIONS

##### Medical Regulations

- 4.1 WBC Medical Advisory Board. The WBC shall have a medical advisory board or committee consisting of one or more chairmen and one or more vice-chairmen from the continental federations. The medical advisory board shall be charged with (a) studying and making recommendations to the WBC Board of Governors; and (b) proposing rules and policies, regarding health and safety measures for boxers. The WBC and the medical advisory board may hold medical congresses, conferences, and regular seminars to study and update their recommendations to the WBC.
- 4.2 WBC-Ordered Examinations. Prior to approving any boxer to compete in a WBC bout, the WBC may require the boxer to obtain and provide to the WBC such medical examinations and medical test results as the WBC may deem necessary to confirm the boxer's health and ability to compete safely. Such examinations and tests should conform to the standards promulgated from time to time by the WBC medical advisory board, and may include any health testing deemed necessary under each boxer's unique circumstances. Each boxer is also deemed to have consented and, by accepting the benefits associated with their participation in the WBC, agrees to the disclosure to the WBC of all the medical information and test results so that the WBC may make a complete evaluation of all relevant facts, as well as the disclosure by the WBC to other authorities or to the public of any medical information relevant to the WBC's decision to approve or disapprove the boxer, or to impose disciplinary sanctions in doping matters.
- 4.3 Examination for Licensing. All boxers shall submit themselves to a complete medical examination as may be required to obtain their licenses by their respective boxing commissions or in any jurisdiction in which they will compete, in addition to such examinations as the WBC may mandate.

- 4.4 Responsibility of Local Commission for Enforcement. It shall be the sole responsibility of the boxing commission where a WBC contest will occur to promulgate, implement, and conduct any and all medical tests or examinations as are necessary to ensure the health, safety, and well-being of boxers, with the WBC having the option, at its own discretion, of providing its advice and consent. In no case shall the WBC be liable to a boxer, promoter, manager or to any participant of a bout where a WBC contest occurs for any acts or omissions of a local commission concerning medical tests or examinations including, but not limited to, failure to collect samples and/or conduct anti-doping testing.
- 4.5 Compliance Responsibilities. The responsibility for compliance with all medical requirements, standards, rules, and regulations rests with the boxers and their representatives, trainers, managers, promoters, and with the boxing commissions where the boxers reside and/or where the contests may occur. Therefore, the WBC shall have no responsibility or liability whatsoever for any consequence resulting from non-compliance by any party with these medical rules, and shall be indemnified and held harmless by all parties.
- 4.6 Penalties for Failure to Comply. If a boxer fails to submit to any examination or test required by these rules or ordered by the WBC, the WBC may take such actions as it deems appropriate in its sole discretion with respect to boxers, trainers, managers, promoters, etc., including but not limited to imposing fines, suspensions, removal from the ratings, revocation of challenger status and opportunities, or vacating a title.
- 4.7 Unsatisfactory Results or Verification. If the WBC determines in its sole discretion that a boxer is medically unfit or that the boxer's condition to safely compete cannot be adequately verified, the WBC may remove the boxer from its ratings, suspend the boxer from competition, or revoke the boxer's status as a challenger or champion.
- 4.8 Examination Protocols. Medical examinations and testing for licensing or approval of boxers should include the following examinations and tests, which may be revised from time to time by the WBC medical review board:
- general: blood type, allergies, pulse, blood pressure, temperature, weight
  - eyes: visual screening, acuity, fields, intraocular pressures, dilated fundoscopy
  - ears: otoscopy
  - mouth: pharynx, teeth
  - adenopathies, lungs, heart (abdominal palpitation)
  - hernia, testicles, tendon reflexes
  - upper extremities and lower extremities
  - skin or suppurative wounds or lesions; urinalysis
  - magnetic resonance angiography to detect arterial abnormalities
  - blood test (hemoglobin and hematocrit); serology
  - screening for blood-borne pathogens such as HIV (performed 2-4 weeks prior to the contest), Hepatitis B and C
  - electrocardiogram and echocardiogram if cardiac risk factors are present
  - skull, neck and chest X-ray
  - yearly testing for top 10 ranked boxers, with MRI and neuropsychological testing. CAT scan/PET, after defeats by KO, or when ordered by Commission doctors
  - a questionnaire on present and past health, recent and past injuries, as well as drugs, alcohol and smoking habits

4.9 Risk Factors. The following risk factors should also be considered prior to approving a boxer for any bout:

- any congenital or acquired neurological abnormality, including both major or minor epilepsy (Grand Mal or Petit Mal), migraine, or any congenital or acquired abnormalities observed in CT or MRI scans, or in an EEG tracing
- any psychological disorder such as depression, schizophrenia, or hypomania
- any pathology in the eye, including cataracts, detachments, holes or tears of the retina, retinal hemorrhages or exudates, or any other intraocular pathology which, in the opinion of the WBC medical advisory board, would endanger a boxer's sight or health
- uncorrected visual standards of less than 6/9 in one eye and 6/18 in the other should not be approved
- blood pressure higher than 140/90 after prolonged rest
- any congenital or acquired cardiovascular disorder, or any congenital or acquired circulatory problem
- chest problems such as chronic asthma, emphysema, active tuberculosis and acute chest infections
- any acute or chronic gastrointestinal abnormalities, hernias, etc.
- any acquired or congenital genitourinary abnormalities including hematuria other than that caused by effort, proteinuria, and active venereal infections, including HIV / AIDS
- acute perforations of the eardrum, and acute sinusitis, acute or chronic infections of the middle or inner ear, including labyrinthitis and vertigo
- any severe skeletal abnormality or deformity which may impair the performance of a boxer, such as rheumatoid or osteoarthritis, or recurrent dislocations
- any infectious skin condition
- diabetes, thyroid, or other endocrinological abnormalities or diseases
- anemia, or other chronic or acute blood disorders, reticulosis, or any malignant disease even when in remission
- a positive MRA for arterial abnormalities
- the boxer's age including whether the boxer is under the age of 18
- if the boxer is female, the possibility of pregnancy (which would disqualify the boxer from competing)
- chromosomal abnormalities

4.10 Extensive Examinations for Boxers at Increased Risk. More extensive examinations should be made of boxers at increased risk. The increased risk category includes:

- boxers over 35 years of age
- boxers with a high number of bouts or a significant number of highly contested bouts
- boxers with poor performances, such as three consecutive losses by TKO/KO or six consecutive losses
- boxers with history of severe concussions
- boxers who have not boxed in three or more years

Boxers with increased risk should undergo extensive examinations on an annual basis and/or prior to sparring or competing. Such examinations should include at least the following:

- general physical examination
- neurological exam by a neurologist or neurosurgeon

- stress EKG and echocardiogram if cardiac risk factors are present (family history of heart attack under the age of 50, hypertension, hypercholesterolemia)
- annual MRI to provide evidence of no injury
- screen for age-related diseases
- ophthalmologic exam including dilated fundoscopy
- annual neuropsychiatric testing to provide evidence of no deterioration

The WBC may order a boxer at increased risk to undergo performance testing conducted by an impartial panel of trainers or other boxing experts appointed by the WBC.

4.11 Boxers Suffering from Detached Retinas. No boxer will be authorized to box in a WBC bout if he has had a detached retina, even following an operation to correct such detachment, unless his participation in the bout is authorized after examination by two independent ophthalmologists chosen or approved by the WBC medical advisory board.

4.12 Examination Prior to Bouts Outside Boxer's Jurisdiction. For a boxer to travel outside his home boxing jurisdiction to participate in a WBC contest, his local boxing commission shall have sole responsibility to administer medical exams and/or tests and to certify his fitness to compete. The local medical officer should issue a certificate, preferably attached to or recorded in the boxer's International Boxers Traveling Visa instituted by the WBC, including the following exams:

- ophthalmology: vision; eye fondi; peripheral vision testing
- neurology: reflexes, Romberg, nystagmus
- weight, blood pressure, heart rate, and heart rate time recovery
- maxilar: teeth, abnormalities to prevent possible inferior maxilar fractures

4.13 Examinations before WBC Bouts: Between four to six weeks before a WBC championship bout, the promoter has the responsibility to have administered, through the local commission's medical officer or a doctor or institution approved by the WBC, examinations of both boxers in accordance with the WBC medical regulations. Such examinations should include:

- weight, blood pressure, heart rate, and heart rate time recovery
- HIV test
- thorough examination, with special attention to the nervous and skeletal system
- thorough examination of the eyes with special attention to visual acuity and eye fondi with dilated pupil examination
- notation of any allergies, use of medications or other drugs, or otherwise
- blood tests for hemoglobin, serology and blood grouping
- chest X-ray, CAT scan if necessary or if not taken within the current year, and complete micro-urinalysis
- thorough questionnaire about his present and past health, both physical and mental

The results of such medical examinations should be sent to the WBC Executive Office in Mexico City no later than 30 days prior to the date of the bout.

The local boxing commission's medical exams will be accepted as valid at the request of the boxer, if they contain the same exams as listed above.

4.14 Safety Weigh-Ins. The final and official weigh-in of the boxers shall occur no less than 24 hours but not more than 30 hours prior to a WBC bout due to the possible adverse results of

dehydration and subsequent rehydration of boxers to make the required weight limit for a bout. Further, in order to encourage safe weight loss in advance of a WBC bout, additional official safety weigh-ins are to be held 30 and 7 days prior to the official 30-24-hour weigh-in for non-heavyweight boxers. The boxers' weight should be as follows:

- (a) 30-day weigh-in: 30 days prior to the bout, the boxers' weight should not exceed 10% of the weight limit for the bout;
- (b) 14-day weigh-in: 14-days prior to the bout, the boxers' weight should not exceed 5% of the weight limit for the bout
- (c) 7-day weigh-in: 7 days prior to the bout, the boxers' weight should not exceed 3% of the weight limit for the bout.

Boxers and their representatives, managers, and trainers, and promoters, and not the WBC, are solely responsible to arrange the pre-bout safety weigh-ins and medical examinations and tests required by this rule. Failure on the part of those parties to comply with this rule's requirements may result in the WBC taking such actions as it deemed appropriate in its sole discretion including, but not limited to, imposing fines, suspensions, removal from the ratings, revocation of challenger status and opportunities, or vacating a title.

In the event that a boxer exceeds any weight limitation stated above, the WBC may, for the safety of the boxer or his opponent, revoke or deny its sanction of the bout, in addition to any other disciplinary action as it shall deem appropriate in its discretion.

- 4.15 Out-of-Competition and Day-of-the-Bout Weigh-Ins. The WBC has promulgated and has notified boxers and their representatives of its protocols, rules, and regulations regarding boxers' weight management procedures, which govern both the WBC's out-of-competition weight monitoring and measuring, and day-of-the-bout weigh in, which protocols, including specifically the WBC Weight Management Program ("WMP") Protocol, and any other rules, and regulations the WBC promulgates are expressly incorporated herein by reference and governed hereby. The WBC WMP is an additional program with respect to the: (1) mandatory official weigh in the WBC conducts in conjunction with the commission of the locality where the bout takes place; and (2) 30-, 14- and 7-day pre-fight weigh ins program the WBC Safety Committee conducts in compliance with the WBC Rules & Regulations for all WBC championship bouts and eliminators. The WBC WMP Committee is the administrator of all aspects of the WBC WMP processes. The WBC shall always have the right and option to take any measures necessary for the implementation, operation, administration, or optimization of its WMP and its protocols.
- 4.16 Extraordinary Medical Weight Measures. When necessary, the WBC may require fat tissue laboratory exams on boxers with weight issues to assess their rating in certain weight divisions, and more importantly to protect their health by not allowing their participation in bouts in weight divisions which could put their health in danger.
- 4.17 Medical Examination at Weigh-In. The local boxing commission has the responsibility to arrange for and conduct physical examinations prior to all WBC-sanctioned bouts at the weigh-in ceremony, which shall occur for all weight divisions including heavyweight. The exams shall include:
  - blood pressure and heart rate; stethoscope examination of heart and lungs
  - thorough examination of the eyes, ears, and throat
  - tests for rombergism, reflexes, power, and coordination



- direct questioning about the use of any medicines or drugs, or any artificial means for weight reduction
- direct questioning about any recent medical symptoms, including headaches, visual disturbances, loss of concentration, general fatigue or other symptoms

The local commission medical panel and/or the WBC Supervisor(s) upon the advice of a licensed physician may arrange for the collection of blood and/or urine samples or any other exam if, in the pre-bout medical examination, signs of serious dehydration or drugs are detected or are suspected.

4.18 Post-Bout Examinations. The local ringside doctors should follow the contestants back to the dressing rooms or to the anti-doping test designated area, if any, to check that both boxers are in satisfactory condition or institute any treatment or make any recommendation that may be required. The doctor(s) shall issue a written report of the post-bout examinations.

4.19 Post Knockout Examinations. In order to protect the health and welfare of boxers, a boxer who has been knocked-out should undergo a medical examination as quickly as possible after the bout. Such examinations should be conducted under the authority of local commission where the bout occurred, the boxer's local commission, or any medical authority approved by the WBC. The following examinations should be conducted on a boxer who suffers a knockout, technical knockout, or other circumstance in which the boxer has sustained extraordinary severity of blows in a bout or in training:

- a physical examination, including a complete neurological examination with particular reference to the pupils and optic fundi;
- MRI/CAT Scan;
- Electronystagmography;
- any other medical examination or test recommended by the WBC medical advisory board or the attending physician, neurologist or neurosurgeon

4.20 Report of Knockouts. The local boxing commission and the manager or other representative of a knocked-out boxer must immediately report the knockout to the boxer's local commission or federation that licensed the boxer.

4.21 Rest Periods after Knockout. Boxers that suffered concussion or any other serious head trauma or injury by knockout should not participate in sparring sessions for a minimum of 45 days, and no less than 30 days after any other concussive trauma, including but not limited to knockout.

4.22 Suspension after Knockouts. A boxer suffering a knockout should be suspended for sixty (60) days. A boxer suffering two (2) consecutive knockouts should be suspended for one hundred twenty (120) days. A boxer suffering three (3) consecutive knockouts should be suspended for one hundred eighty (180) day, during which his license should be revoked and confiscated, pending special thorough medical examinations, after which other necessary medical measures might be taken.

4.23 Emergency Equipment at the Ring. The local boxing commission is responsible to ensure that emergency equipment is at the ring before commencement of the boxing program, including the following recommended measures:

- a portable resuscitator or similar equipment tested to be in working order

- a stretcher under or near at the ring apron for easy availability
- ambulance parked in a secured and freely accessible place outside the boxing arena for one (1) hour before and after the program, staffed with paramedics skilled in resuscitation
- a telephone at ringside for the use of medical officers

4.24 Medical Facilities. The local boxing commission is responsible to ensure that its medical staff has made arrangements for any injured boxer to be taken to a local hospital equipped with a trauma, accident, emergency, or neurosurgical unit, as well as a neurosurgeon on call. Further, the WBC recommends that at the boxing venue, the local boxing commission designate a room set aside for medical purposes only, which should be adequately lit, have an examination table, hot and cold running water, and a treatment trolley, and that the chief doctor and the promoter of the program be responsible for ensuring this on-site medical room has been designated and equipped to provide for an emergency.

4.25 Role of Medical Officers at WBC-Sanctioned Bouts. Although local boxing commissions are responsible for medical supervision of all boxing matches including WBC-sanctioned contests, it is the WBC's desire and strong recommendation that the following measures be adopted in boxing matches of all kinds, and especially in WBC bouts:

- (d) There should be no less than two (2) doctors present, one (1) of whom (the senior doctor) must be and remain at ringside throughout the bout, while his assistant or colleague must be ready to go to the dressing rooms should any medical emergencies arise while a bout is in progress, for example involving a boxer that has competed earlier. All doctors must be skilled in the management of an unconscious patient.
- (e) Each doctor should attend the boxing event fully equipped, including sphygmomanometer, stethoscope, otoscope, ophthalmoscope, suturing material, patella hammer, an emergency airway, and a portable resuscitator in case of emergency.
- (f) Doctors should visit the boxers prior to the contest to advise and ensure that no stimulant or any kind of prohibited drug is used before or during the contest.
- (g) During a contest, the referee may call time out and invite the ring doctor to examine a boxer for a cut or other injury, or to evaluate the boxer's ability to continue. During the sixty (60) second rest period, a ring doctor may also on his own initiative examine a boxer in his corner, although he should not interfere with the seconds' work; the doctor may then advise the referee of his medical opinion as to the boxer's injuries and ability to continue.
- (h) During a fight, no prohibited hemostatics or artificial coverings should be used to stop bleeding. The only substances permitted to be used by the corner men during a bout are water or approved electrolyte beverages, Vaseline, ice, and adrenaline 1/1000, Aventine, or another WBC approved hemostatics. No liniments or other astringent lotions (which could affect wounds on boxers or a person's) should be applied to boxers before or during the bout. The use of smelling salts, amyl nitrite, or similar substances is also not permitted.
- (i) A doctor, the WBC Supervisor, or any official of the WBC or local boxing commission may instruct the referee to, or himself may, confiscate any substance

suspected of being prohibited, or the referee may do so at his discretion. Any such substance should be immediately placed in the custody of the WBC or the local commission for further examination and investigation.

- (j) If the senior doctor deems it necessary that a fight should be stopped because of serious damage or risk to a boxer's health, he must immediately advise the referee. In a WBC bout, this should be done by handing the red card provided by the WBC to the referee as an indication of the doctor's recommendation to stop the fight, provided, that the decision and authority whether to stop a fight always belongs solely to the referee.
- (k) After a boxer is counted out, or a bout is stopped and the boxer fails to stand up, doctors should immediately enter the ring, with or without the referee's call, remove the boxer's mouthpiece if still in the boxer's mouth, establish adequate ventilation, and attend to the boxer as necessary under the circumstances.

4.26 Investigation of Fatal Injuries. The WBC medical advisory board shall be responsible for studying fatalities of boxers, and to develop safety recommendations resulting from such studies. Factors and records to be reviewed should include:

- autopsy reports
- files of medical examinations
- reports of pre-contest training and lifestyle prior to the fatal bout
- nutritional history
- boxing record, knockouts received, boxing style and difficult contests during the boxer's life
- medical file and physical record
- autopsy reports
- potential contributing factors such as any use of drugs, alcohol, etc.

Following a bout involving a fatality, the WBC medical advisory board may be requested to prepare a report containing the conclusions of its investigation. Based upon such investigations, the WBC medical advisory board may prepare reports and make recommendations to implement additional safety measures for future contests.

4.27 All Injuries to be Reported. For the protection of boxers and to ensure that licensing and sanctioning decisions are based upon all relevant medical information and history, all injuries in boxing gyms must be reported to the local boxing commissions and the WBC prior to a boxer's participation in any contest. Further, all injuries suffered by a boxer, whether or not related to boxing or training, must be reported to the boxing commission of his jurisdiction by the boxer and his trainers, manager, and/or personal doctor.

4.28 Manager and Trainer Education. Managers and trainers should take courses and obtain certificates of attendance at seminars and programs relating to health and safety of boxers, including programs regarding nutrition, physiology, drugs, dangerous hemostatics, diuretics, and other dangerous substances, as well as boxing rules and training programs.

4.29 WBC Referees and Judges. Referees and judges for WBC contests should pass a yearly medical examination including neurological and ophthalmological testing. Referees must have a pre-bout examination at the weigh-in for reflexes, blood pressure, heart rate, nystagmus, and a Romberg test. Ensuring that these requirements are satisfied is the responsibility of the various local boxing commissions.

## **Anti-Doping Testing**

- 4.30 Doping in Boxers.** Boxers rated or participating in any contest sanctioned by the WBC shall not take, ingest, or have administered to him any substance, medicine, or drug, or engage in any artificial procedures such as blood doping transfusions, to or that may enhance or reduce the boxer's performance in the ring.
- 4.31 All Drugs and Procedures to Be Reported.** If a boxer is taking any form of medication or other drug or substance, or has any oral, intravenous or other procedure prior to a WBC contest, he and his representatives shall report that fact immediately, but not later than the rules meeting for the bout, to the WBC, the local commission, and the attending doctors.
- 4.32 Anti-Doping Protocols.** The WBC shall issue each championship and elimination bout sanction on the expectation of, and reliance upon, each of the boxers, their representatives, and local commissions' full cooperation with the WBC and each other in the scheduling, administration and conduct of anti-doping testing.
- 4.33 WBC Authority; Express Consent.** The WBC reserves the exclusive right to design, create, and implement such testing protocols, including out-of-competition testing, in-competition testing, and post-competition testing, as it may deem necessary and appropriate to deter, detect, prevent, and address doping matters. All participants in WBC activities, by participating in such activities, expressly agree and are deemed to consent to the WBC's authority in anti-doping matters.
- 4.34 Out-of-Competition and In-Competition Anti-Doping Testing.** The WBC has promulgated and has notified boxers and their representatives of its protocols, rules, and regulations regarding regulated substances and practices, and governing both the WBC's out-of-competition anti-doping testing and in-competition anti-doping testing, which protocols, including specifically the WBC Clean Boxing Program ("CBP") Protocol, and any other rules, and regulations the WBC promulgates are expressly incorporated herein by reference and governed hereby. Any and all Eligible Boxers under the CBP shall comply with all enrollment, notification, whereabouts mandates and any other requirement of the CBP. Failure to do so, shall result in the WBC imposing any and all penalties as set forth in the CBP Protocol, at the sole discretion of the WBC.
- 4.35 Competition Testing; Responsibilities of Local Commissions.** In any jurisdiction in which the local commission performs anti-doping testing immediately after or before a WBC contest ("Competition Testing"), it shall be the sole and exclusive responsibility and obligation of the local commission, not the WBC, to arrange for such anti-doping testing, including hiring an outside qualified laboratory or arranging for a doctor(s), laboratory technician(s), or other qualified official(s) to collect the necessary samples, maintain the appropriate chain of custody and control over the samples to prevent errors or tampering, and conduct any and all such anti-doping testing. However, the WBC reserves the right to implement its own Competition Testing in addition to or in conjunction with such local commission testing.

In circumstances relating to a local commission's own testing protocol, however, as the ultimate responsibility for coordinating, ordering, administering, and providing such Competition Testing results fall upon other parties and not upon the WBC, under no circumstances shall the WBC or any of its agents or representatives be responsible or liable

in any way for compliance with, administration of, or any actions or omissions in any way related to such local commission Competition Testing.

4.36 Competition Testing by Local Commissions. The WBC may in its discretion accept Competition Testing by local commissions that is substantially in accordance with these guidelines, and may recognize suspensions or other penalties for Competition Testing violations imposed by local commissions. Also, the WBC may in its discretion, but is not required to, conduct its own investigation and/or hearing, and reject any testing protocols, procedures and results, investigation, determination of guilt or innocence, or suspension if it finds that the local commission failed to conduct its anti-doping protocols or procedures adequately or it has failed in any way to follow the WBC Rules & Regulations or any WBC ruling. Under no circumstances shall the WBC be in any way liable or responsible for any failure or omission by a local commission, the commission's doctor, or the commission's approved laboratory or agent in connection with any activities related to a local commission's Competition Testing, or for any action the WBC takes or does not take in local commissions' Competition Testing matters, as the responsibility in each case is that of the local commission, the boxers and their representatives.

4.37 WBC Evaluation of Local Commission Competition Testing. The WBC may establish such standards and protocols as it shall determine necessary to evaluate the performance by local commissions, boxers, and their representatives with respect to a local commission's Competition Testing.

4.38 Procedures for Administration of Competition Testing. Each local commission may determine the mechanics and logistics for implementation of its own Competition Testing, but the WBC recommends the following:

- (l) The anti-doping samples should be taken from the urine of the contending boxers immediately after the bout, at the dressing room or place designated by the doctor. The WBC may accept testing using samples taken before the bout in its sole discretion based upon the facts and circumstances.
- (m) The urine of each boxer should be placed in two (2) separate bottles perfectly clean and sterile, marked "A" and "B" or "1" and "2", before the boxer and his representative, the doctor or official in charge, and any WBC official present. All bottles should then be sealed.
- (n) All sealed bottles should be signed by the boxer or his representative and the doctor, local commissioner, or WBC official if present.
- (o) The first bottle, "A" or "1", should be used for a first test, to be performed independently by the laboratory specifically appointed by the local boxing commission or the WBC. If the test results, which should be presented within a week after the contest, are negative, the result should be reported as such and filed, and the second bottle, "B" or "2", destroyed.
- (p) If the first bottle, "A" or "1" is found positive or non-negative, the WBC should be immediately informed by the local commission or directly by the laboratory. The WBC may then immediately contact the affected boxer, or his representative, so that they may select a representative to witness a second test. The positive result of bottle "A" or "1" should be kept in strict confidence among the laboratory, the local

commission, the WBC headquarters, the WBC Supervisor of the contest, and the accused boxer and his representatives.

- (q) If the first bottle, “A” or “1” is found positive or non-negative, a second test of the sample “B” or “2” should then be conducted.
- (r) If bottle “B” or “2” is found positive, confirming the first test, the WBC shall appoint a WBC investigating committee, whose report shall be presented to the WBC Board of Governors. The WBC may schedule and conduct a hearing in accordance with these Rules & Regulations, prior to making a final determination.

The WBC may in its discretion accept Competition Testing by local commissions that is substantially in accordance with these Rules & Regulations, and may recognize suspensions or other penalties for anti-doping violations imposed by local commissions. However, the WBC reserves the right to conduct its own testing or investigations, hold hearings, and issue its own decisions regarding the culpability of any boxer for anti-doping violations.

4.39 Prior Notification of Testing. Before each WBC bout, the local commission should inform each boxer that the boxer is to provide samples of his urine for testing immediately after each bout, and that failure or refusal to submit to such testing may result in disciplinary action, including, without limitation, disqualification, suspension or a fine.

4.40 Failure to Submit to Local Commission Competition Testing. If a boxer, after receiving a local commission’s request, fails or refuses to submit to anti-doping testing being performed by the applicable local commission, he may be disqualified, fined, or suspended as the WBC may determine in its discretion.

4.41 Prohibited Substances and Procedures. The WBC hereby incorporates by reference the list of banned substances and procedures that governs the WBC CBP Protocol. No boxer should take substances or undertake procedures that may unfairly improve his performance, affect the conduct or outcome of the contest, or threaten the safety of either boxer. The WBC may from time to time promulgate or recognize categories and lists of prohibited drugs (and may specify prohibited or acceptable concentration levels thereof) and procedures, including, but not be limited to, the following:

- (s) Classes of Prohibited Substances:
  - stimulants (amphetamine, fencamfamine, cocaine, etc.)
  - diuretics (furosemide, thiazide, etc.)
  - steroids or other performance enhancing drugs as may be prohibited by the WBC
  - narcotic analgesics (heroin, morphine, etc.)
  - sedative hypnotics (barbiturates, phenobarbital, secobarbital, etc.)
  - hallucinogens (LSD, mescaline, etc.)
- (t) Banned Procedures:
  - infusions of blood, red blood cells, or plasma expanders
  - alterations in the integrity and validity of urine (substitution of urine provided in testing or the use of masking agents such as probenecid)

For the avoidance of doubt, since issues may arise as to whether or not: (i) a boxer’s exposure to prohibited substances was intentional; (ii) such substance(s) provided the boxer with an advantage; (iii) the testing procedure was reliable; (iv) other factors should be

considered; therefore, the WBC does not employ or adhere to a “strict liability” standard in anti-doping matters. In each case, the WBC may in its discretion consider all factors in making a determination regarding responsibility, relative fault, and penalties, if any.

4.42 Sanctions for Anti-Doping Violations. A boxer who has been found to have tested positive for banned substances or otherwise found to have engaged in prohibited procedures under these rules shall be subject to such penalties or treatment as the WBC may determine appropriate in its sole discretion including, but not limited to, the penalties and treatments specifically set forth in the WBC CBP Protocol. Such measures may include but are not limited to disqualification in the contest, a fine up to the amount of the boxer’s purse, imposition of medical treatment and further testing or investigation, suspension and removal from the ratings of up to one (1) year, and vacating the boxer’s status as a champion or challenger.

4.43 Vacating of Status. In addition to any other measures that may be imposed in accordance with the preceding rule and consistent with the WBC CBP Protocol, the WBC may, but is never required to, vacate a boxer’s status for violations of these anti-doping guidelines in WBC title and elimination contests as follows:

- (u) In a title bout, if the champion retains his title and is later found to have violated these anti-doping guidelines, the WBC may declare the title vacant. The WBC may then order any bout(s) or take such other action to fill the vacant title as it may determine in its sole discretion.
- (v) In a title bout, if the challenger wins and is later found to have violated these anti-doping guidelines, the WBC may declare the title vacant. The WBC may then order any bout(s) or take such other action to fill the vacant title as it may determine in its sole discretion.
- (w) In a title bout, if the challenger loses and is later found to have violated these anti-doping guidelines, the WBC may suspend the boxer for up to one (1) year from any WBC bout and from the WBC ratings.
- (x) In a title bout, if both boxers are later found to have violated these anti-doping guidelines, the WBC may declare the title vacant and order any bout(s) to fill the vacant title in its discretion, and the WBC may suspend either boxer for up to one (1) year from any WBC bout and from the WBC ratings.
- (y) In an elimination contest, if the winner is later found to have violated these anti-doping guidelines, the WBC may remove the boxer’s status as a challenger and order any other contest(s) at its discretion to select a mandatory challenger or take such other action as it may determine in its sole discretion.

4.44 Rehabilitation. In accordance with these rules, in addition to or in lieu of suspension, the WBC may require any boxer found to have violated these anti-doping guidelines to undergo counseling, medical or rehabilitation treatment, be subjected to a testing protocol established by the WBC or obtain a medical certification that the boxer is free of prohibited substances or procedures. The WBC also reserves the right to accept the results of random anti-doping tests by a local commission or agreed to by a boxer with respect to including the boxer in its ratings or approving the boxer to compete in any WBC bout.

5. **ARTICLE V – CLAIM & APPEAL PROCEDURES; DISCIPLINARY RULES**

**Claim & Appeal Procedures**

- 5.1 Exclusivity of Remedies. Any boxer, promoter, manager, or other person or entity that participates in the activities or events of the WBC, does business with the WBC, or who claim any right or privilege arising from the WBC Constitution or these Rules & Regulations, agrees that their sole and exclusive remedies are the administrative remedies and the dispute resolution procedures provided for herein.
- 5.2 Administrative Remedies. Any grievance, claim, complaint, or protest against the WBC, or any controversy, appeal, or dispute concerning the WBC or any WBC contest, ruling, order, or action, or arising under the WBC Constitution, these Rules & Regulations, or any WBC ruling must first be presented to the WBC in writing, in which the claimant must clearly state that they are submitting the claim under the WBC's claim and appeal procedures.

To be recognized and valid, any such grievance, claim, complaint, or protest must be submitted to the WBC President in writing by the aggrieved party or his authorized representative within fifteen (15) calendar days after the claim first arose. Each such claim, complaint, or protest must also be accompanied by a non-refundable fee of \$2,500.00 to cover the initial costs and expenses of the WBC relating to the processing of any such grievance, claim, complaint, or protest. The WBC may in its sole discretion grant a waiver of all or a portion of such fee, but no such waiver shall apply unless it is granted in writing by the WBC and received by the protesting party. In the event of substantial additional costs relating to the controversy, including but not limited to attorney's fees or related costs and expenses, the WBC is also entitled to reimbursement from the petitioning party of all such additional related costs and expenses. Failure to comply with the filing requirements set forth herein shall result in the grievance, claim, complaint or protest being deemed invalid, and render the matter closed and no longer subject to further appeal.

Upon receiving a properly filed and recognized claim, the President, in his discretion, may attempt to facilitate the resolution of the claim, or may refer the matter to either the WBC Grievance and Appeals Committee or its Board of Governors.

The WBC may institute such policies and procedures as it may deem appropriate from time to time for the administration and processing of any recognized claim. In general, the WBC-appointed representative(s) addressing such a claim will first investigate the claim, seek such additional information as may be required, hold hearings (telephonic or in-person) if necessary, and then issue a decision to accept or reject the claim in whole or in part. The President or his designee(s) may notify all interested parties in writing of the decision of the WBC, which notification shall indicate exhaustion of the administrative remedies set forth in this Rule 5.2.

In the event that the complainant remains unsatisfied with the WBC's decision following these administrative remedies, the complainant must then seek compulsory mediation under Rule 5.3 hereof. Failure to timely seek compulsory mediation under Rule 5.3 hereof shall automatically terminate the claim and the claimant shall have no further rights to appeal. No party may invoke or seek remedies under Rule 5.3 or Rule 5.4 without first complying with, and seeking, and providing the WBC the opportunity to provide, administrative relief under this Rule 5.2.



5.3 Compulsory Mediation. Any open, unresolved claim, controversy, or dispute involving the WBC must be submitted to non-binding mediation in accordance with the following procedures within thirty (30) days after exhaustion of remedies under the administrative procedures outlined in Rule 5.2. The mediation process shall be as follows:

- (a) The parties must make best efforts in good faith to attempt to select a mediator mutually acceptable to both parties.
- (b) If the parties are unable to agree on a mediator, each party shall nominate two (2) qualified candidates from the List of Mediators of the Court of Arbitration for Sport (“CAS”). The CAS shall then select a mediator at random from the four (4) CAS candidates selected by the parties.
- (c) The mediation shall be conducted in accordance with procedures prescribed by the selected mediator and at a convenient location designated by the mediator. The mediator’s expenses shall be shared equally by the parties to the mediation.
- (d) The mediation shall be conducted within thirty (30) days of the selection of the mediator, absent special circumstances.
- (e) The parties to the mediation must agree to mediate in good faith in a meaningful attempt to resolve the controversy, claim, or dispute, with a party or party’s representative(s) duly authorized to resolve the matter being present and/or available at the mediation.

While the mediator selected may be a CAS mediator, the mediation shall be governed by these WBC Rules & Regulations, and not the CAS Mediation Rules (including with respect to disputes related to disciplinary matters, such as doping issues (including compliance or non-compliance with anti-doping testing), match-fixing and corruption, for which WBC mediation is mandatory), absent express prior written mutual consent of the parties to permit the CAS Mediation Rules to be controlling.

In the event that the complainant remains unsatisfied with the resolution of his claim following compulsory mediation under this rule, the complainant must then seek mandatory arbitration under Rule 5.4 hereof. Failure to timely seek compulsory mediation under Rule 5.4 hereof shall automatically terminate the claim and the claimant shall have no further rights to appeal, with the matter deemed closed. No party may invoke or seek remedies under Rule 5.4 without first seeking, and providing the WBC the opportunity to provide, administrative relief under Rule 5.2 or compulsory mediation under this Rule 5.3.

5.4 Mandatory Arbitration. Any claim, controversy, or dispute that the parties have been unable to resolve pursuant to the procedures provided for in Rules 5.2 and 5.3 hereof must then be submitted to mandatory arbitration in accordance with the following procedures within thirty (30) days after exhaustion of remedies under the administrative procedures outlined in Rule 5.2 and compulsory mediation under the procedures outlined in Rule 5.3.

Each such claim must thereby be settled exclusively by mandatory arbitration before the Court of Arbitration for Sport (“CAS”), pursuant to the Code of Sports-Related Arbitration.

All elements relating to the relationship of the parties, any and all rulings in a division, the conduct of any bout or any ruling relating thereto, and any such dispute arising thereunder shall be governed by and, construed in accordance with the internal laws of Switzerland,

without regard to any conflicts of law principles thereof that would result in the application of the laws of any other jurisdiction, provided, however, that notwithstanding such choice of law for purposes of dispute resolution or anything herein or otherwise to the contrary, the communications of the WBC and any other party with its Chief Legal Counsel or any other legal counsel (Legal Committee member or outside) shall at all times be protected by absolute attorney-client privilege and absolute protection under the attorney work product doctrine, and all parties, including the WBC and all those doing business with the WBC, expressly agree not to challenge the assertion of attorney-client privilege, the attorney work product doctrine, or any other recognized privilege, protection, or doctrine under applicable law, by another party in any matter.

By participating in any bout, promotion, or any other business dealings involving the WBC's exclusive trademarks, likeness and any other intellectual property, each champion, challenger, and all other parties expressly agree and are deemed to have agreed to be, subject to these Rules & Regulations, the WBC Constitution and any WBC rulings, including specifically that these provisions concerning alternatives to dispute resolution are an essential part of the WBC Rules & Regulations.

All such parties also thereby agree and are deemed to have agreed that with respect to any past, present, or future disputes arising out of any dealings with the WBC, whether based in tort, contract, or statutory law of any jurisdiction, the arbitrator or arbitrators selected in accordance with these Rules & Regulations, and not any federal, state, provincial, territorial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement or these Rules & Regulations, including but not limited to any claim that all or any part of such agreement or these Rules & Regulations is void or voidable.

- 5.5 Waiver. Any person having a claim against the WBC expressly waives any and all proceedings, relief, remedies and courses of action other than those expressly provided for in this Article 5.
- 5.6 Indemnification. All parties expressly agree that, by doing business with the WBC, they shall defend, indemnify and hold harmless the WBC, any and all affiliated federations and committees, and all officers, members of the Board of Governors, representatives, attorneys, employees, and any individual or organization duly authorized to act on behalf of the WBC (each, a "WBC Indemnified Party") thereof against any and all losses, claims, damages, liabilities, penalties, actions, judgments, suits, costs, expenses, and disbursements (including the reasonable and actual attorney's fees, costs of defense, charges and disbursements for any WBC Indemnified Party, incurred by any WBC Indemnified Party or asserted against any WBC Indemnified Party by any third party or by any person arising out of the actions of such WBC Indemnified Party or any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory, whether brought by a third party or by any person directly, and regardless of whether any WBC Indemnified Party is a party thereto, **AND INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY ACTION OR INACTION ARISING FROM ANY WBC INDEMNIFIED PARTY'S NEGLIGENCE OR STRICT LIABILITY**, such that no WBC Indemnified Party shall be held liable for or not be defended and indemnified for any action taken in good faith and not directly resulting from gross negligence or willful misconduct of such WBC Indemnified Party, as determined by the CAS or any other court of competent jurisdiction by final and non-appealable judgment or ruling.

In order to attempt to hold the WBC liable for gross negligence or willful misconduct, or under any other theory of liability or damages, the complainant must prove their case by the standards of proof and law applied by the CAS.

Under any circumstances, should the WBC be found liable to any party, by doing business with the WBC all parties expressly agree that their sole and exclusive monetary remedy that may be recoverable from the WBC is limited to a maximum (but not a minimum) of sanction fees paid to the WBC relating to the last contest that gave rise to their claim against the WBC.

All parties including boxers doing business with or otherwise associated with the WBC expressly waive any and all claims for special, indirect, consequential or punitive damages (as opposed to direct or compensatory damages) in connection with any claim against the WBC or any other WBC Indemnified Party. In no event shall the WBC be liable to for punitive, consequential, direct, or indirect damages, including, but not limited to, lost profits, loss of earning capacity, loss of use of money, loss of opportunity, delay, interest or attorney fees, directly or indirectly related to any act or omission of the WBC, its employees, officers, affiliated Federations, Governors, or agents.

- 5.7 Reimbursement of WBC's Costs and Expenses. In the event of any grievance, claim, complaint, or protest against the WBC, and the WBC, the CAS, or any other authority determines that a party has failed to comply with the Rules & Regulations, Constitution, standards, or rulings of the WBC, then such party shall promptly reimburse the WBC for any and all potential and actual damages, liabilities, costs, and reasonable expenses (including, without limitation, legal fees and expenses, in addition to the initial \$2,500 fee provided for in Rule 5.1) incurred by the WBC or any related party in connection with any legal, arbitral, or administrative proceedings or otherwise.

Further, in the event that the WBC grants a special bout sanction or utilizes its authority to interpret these rules in the best interests of boxing to grant any other exception to its rules of general application based upon special circumstances, then the party that has requested or benefitted from such sanction or exemption shall be deemed to agree, and by doing business with the WBC expressly hereby agrees, to defend, indemnify, hold harmless, and otherwise reimburse each WBC Indemnified Party for any and all potential and actual damages, liabilities, costs, or other expenses related thereto (including, without limitation, legal fees and expenses) incurred by the WBC as a result relating to any resulting dispute, mediation, arbitration, or other related litigation or otherwise.

- 5.8 Waiver of Claims. Any party (boxer, manager, promoter, agent, or other party in interest) that accepts, participates in, or benefits from any voluntary or mandatory bout, or who receives any other rating or status granted by the WBC following any protest or dispute shall be hereby deemed to have waived and settled all prior claims.

### **Disciplinary Rules**

- 5.9 WBC Power and Authority in Disciplinary Matters. The WBC has the power and authority to impose disciplinary sanctions on any person or organization that violates any of the Constitution, Rules & Regulations, Championship Rules, or any ruling of the WBC. The procedure of the WBC in disciplinary matters shall be as follows:

- (a) Any party may file with the WBC written charges regarding any violation of the WBC Constitution or rules, or the WBC may independently take notice of and act upon any such violation.

- (b) Violations may include, but are not limited to, the following:
  - i. Failing to comply with any rule pertaining to any dealings with the WBC;
  - ii. Intentional fouls or unsportsmanlike behavior in the ring or relating to a contest;
  - iii. Violation of anti-doping or other safety measures imposed by the WBC; or
  - iv. Slurring, insulting, or bringing disrepute to the WBC or the sport of boxing.
- (c) Upon recognition of any potential rule violation, the WBC President may refer the matter to the WBC Disciplinary and Appeals Committee or appoint one or more WBC representatives to investigate and review the matter. After investigation, the Committee or representative(s) may recommend the imposition of penalties in accordance with this rule. Alternatively, the WBC President may intervene directly in accordance with his power and authority to act in the best interests of boxing.
- (d) In cases of clear violations, the WBC may issue its decision following its investigation of the facts and examination of the relevant rules. In other circumstances, the WBC may hold hearings, request statements from the accused, or institute any such other procedure as it may deem appropriate under the circumstances. However, the WBC is not required to institute any particular process, as an aggrieved party will retain the right to an administrative appeal in accordance with Rule 5.2.
- (e) The WBC's decision may include the imposition of penalties including fines and suspension or expulsion from any involvement in WBC bouts, ratings, or vacating a championship or challenger status when appropriate.

## 6. ARTICLE VI – RATINGS

- 6.1 WBC Ratings Committee. The WBC will maintain a Ratings Committee consisting of one or more chairmen and one or more vice-chairmen from each of the continental federations. The Ratings Committee shall consist of members of absolute integrity, who shall be subject to the WBC Code of Ethics.
- 6.2 Reports and Recommendations. The members of the Committee will take notice of reports of boxing matches from around the world, reports from boxing commissions, the regional federations, and the WBC, and shall provide information and extend recommendations to the Committee Secretary and Chairman regularly.
- 6.3 Ratings Procedures. The Ratings Committee shall compile and publish ratings, typically on a monthly basis. The decisions of the Ratings Committee shall be based upon consensus of the committee. Once a year at the WBC Convention, the Ratings Committee shall submit to its current ratings the Board of Governors for final approval.
- 6.4 Ratings Principles. The WBC's ratings principles are as follows:
  - (a) The purpose of ratings is to determine eligible contenders to participate in elimination bouts and to challenge for WBC championships.
  - (b) Ratings are and may be largely subjective.

- (c) Ratings are based primarily on merit.
- (d) Forty (40) boxers will be rated in each division in the world ratings.
- (e) World champions of WBA, IBF, and WBO will be listed in each division as champions of their organization but shall not be specifically numerically rated.
- (f) Any boxer committed to box for another organization may be placed in the “Not Available” section of the ratings and may not be specifically numerically rated.
- (g) Any boxer that may have an impediment to compete may be placed in the Not Available section of the ratings and may not be specifically numerically rated.
- (h) WBC federation and committee champions will be identified by their corresponding abbreviations.
- (i) It shall be the responsibility of all boxers and their representatives to advise the WBC of their boxing activity.

6.5 Ratings Eligibility.

- (a) To be eligible to appear in the WBC ratings, a boxer should:
  - i. have defeated or drawn with a rated boxer;
  - ii. be an Olympic medalist or have won important amateur tournaments;
  - iii. had a successful career in Muay Thai or other combat sports; or
  - iv. by special circumstance, be recommended by an affiliated federation.
- (b) WBC International champions will be listed and are eligible to challenge for WBC World titles.
- (c) In order to maintain a top 15 rating, a boxer should have competed against another rated boxer, which may include those rated in the top 15 of other world organizations recognized by the WBC, within the 18-month period from the time the boxer was so rated.
- (d) To be rated in one of the top 15 positions, a boxer should have competed in at least one 10 round bout.
- (e) To maintain a top 40 rating, a boxer should compete against another top 40-rated boxer within 18 months from the time the boxer was rated.

6.6 Ratings Criteria. Boxers shall be evaluated for the WBC ratings based upon the following factors:

- (a) Record.
- (b) Activity.
- (c) Result and quality of performance in recent bouts.

- (d) Level of competition.
- (e) Significance of bouts.
- (f) Experience in championship or elimination bouts.
- (g) Accomplishments and record in amateur boxing, or in Muay Thai or other combat sports.
- (h) Competing at home or abroad.
- (i) Decisiveness of victories.
- (j) Style.
- (k) Losses in controversial decisions.

6.7 Ratings Consequences of Inactivity. The following circumstances may permit exclusion from the WBC ratings, as follows:

- (a) A rated boxer who does not compete in 9 months will be subject to being lowered in the rankings.
- (b) A rated boxer who does not compete in 12 months will be subject to being removed from the ratings absent special circumstances.
- (c) A boxer's periods of inactivity due to legitimate medical, legal, and other extenuating circumstances will be considered. The WBC Ratings Committee may either continue to rate an affected boxer, or may exclude such a boxer under subsections (a) and (b) hereof, based upon the boxer's unique facts and circumstances.
- (d) A boxer may also be excluded from the ratings if any of the following occurs:
  - (i) The boxer is convicted of a crime involving moral turpitude or the possession or consumption of any illegal substance.
  - (ii) The boxer is suspended indefinitely by a local commission, affiliated federation, or the WBC.
  - (iii) The boxer resides in a country in which apartheid is official policy.
  - (iv) For other extenuating circumstances.

6.8 "Not Available" Ratings Section. A boxer may be listed in the "Not Available" section of the WBC Ratings if the boxer:

- (a) is committed or chooses to box for another organization.
- (b) is medically unfit or has not been medically cleared to compete.
- (c) has a legal issue or contractual impediment.
- (d) is subject to other extenuating circumstances.

- 6.9 Website Posting. The WBC shall publish and maintain its ratings on the WBC website. The WBC shall endeavor to provide written explanations of changes in the top ten (10) positions within seven days of publication of the ratings.
- 6.10 Ratings Appeals. The WBC shall maintain a Ratings Appeals Committee for the purpose of addressing any appeal regarding a boxer’s rating. If in accordance with the WBC’s ratings appeals process a boxer or boxer’s representative wishes to make inquiry, protest, or appeal a boxer’s rating, all such requests shall be directed to the WBC Ratings Appeals Committee, care of the WBC Executive Offices. The ratings appeals process is as follows:
- (a) A boxer in the top fifteen (15) in the current or previous WBC world ratings may ask for an explanation of, protest, or appeal his rating, by a written request clearly stating that it is a ratings inquiry, protest, or appeal directed to the WBC Ratings Appeal Committee.
  - (b) The WBC Rating Appeals Committee and/or other WBC officials will review the matter and will within the following seven (7) days provide a preliminary response, which may include altering the boxer’s rating. Thereafter, the WBC will further review the boxer’s rating and shall either confirm or alter the boxer’s rating in the next ratings published by the WBC.
  - (c) Any further action by the appellant must be in accordance with Article V of these Rules & Regulations.

**7. ARTICLE 7 – FINANCIAL OBLIGATIONS OF PROMOTERS AND BOXERS**

- 7.1 Bout Sanction Fees. The following fees are established in conjunction with all male world title and world title elimination bouts sanctioned by the WBC, subject to modification by a majority voting of the Board of Governors.

- (a) Promoter’s Bout Fee. For each bout as set forth, the promoter must pay:

Elimination bouts with combined purses up to US\$100,000	US\$ 10,000
In bouts of divisions up to and including Super Bantamweight with combined purses up to US\$250,000	US\$ 10,000
In bouts of divisions from Featherweight to Cruiserweight with combined purses up to US\$250,000	US\$15,000
In bouts with combined purses from US\$250,000 to US\$1 million	US\$20,000
In bouts with combined purses from US\$1 million to US\$1.5 million	US\$25,000
In bouts with combined purses of US\$1.5 million to US\$5 million	US\$30,000
In bouts with combined purses of US\$5 million and greater	US\$50,000

All references in this rule to bout purses refer to total combined gross purses of both boxers participating in the bout. The promoter must insure that the boxers’ contracts submitted to the WBC in connection with the approval of any bout reflect the actual gross purses being received by the participating boxers.

The promoter must have paid his annual registration fee of \$7,000.00 in order to promote a WBC sanctioned bout. A deduction of \$2,000 from the annual registration fee is applicable if payment is made before March 31 of each year.

- (b) Boxers' Bout Fees. For each WBC championship and elimination contest, each participating boxer must pay three percent (3.0%) of all gross funds or any other form of consideration received by the boxer relating to the bout, including but not limited to the gross purse, compensation derived from pay-per-view, cable or satellite transmission, television broadcast, or internet distribution, merchandising, concessions, sponsorships, shared promotional fees (in cases in which the boxer is promoter or co-promoter), or otherwise, including amounts calculated and paid following the contest.

The gross amount upon which the sanction fee is based includes all sums of money paid from all national or international sources, is not limited to guaranteed amounts or minimum amounts stated in bout contracts, and includes sums retained by the promoter(s) as his (their) promotional fees, as well as any amounts payable by the boxer to his manager, trainers, or any other party.

On gross compensation up to US\$100,000, a minimum of US\$3,000.00 shall be due from a world champion, and US\$1,000.00 shall be due from any world challenger or contender in a world title elimination bout. In the event of a vacant world title, a minimum of US\$2,000.00 shall be due from each boxer.

- (c) Expenses Payable. In addition to the bout sanction fees stated above, the promoter of a WBC World championship or World Championship elimination contest is also obligated to pay the following expenses and charges to the WBC:

Championship belt when a new champion is crowned:	US\$5,000
Boxers' hospitalization and life insurance <sup>1</sup> :	US\$1,500
Ring Officials' Fees (minimum subject to local commission)	

<u>Total Purse</u>	<u>Referees</u>	<u>Judges</u>
Up to US\$100,000	US\$1,600	US\$1,300
From US\$100,001 to US\$250,000	US\$1,800	US\$1,400
From US\$250,001 to US\$1,000,000	US\$2,250	US\$1,950
From US\$1,000,000 to US\$5,000,000	US\$3,150	US\$2,450
From US\$5,000,001 to US\$10,000,000	US\$4,150	US\$2,950
From US \$10,000,001 and over	US\$8,150	US\$5,150

WBC Supervisor's non-accountable incidental expenses (in addition to all out-of-pocket expenses):	US\$1,000
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ALL AMOUNTS ARE PAYABLE TO THE WBC IN USA DOLLARS AGAINST A USA BANK, AND FORWARDED TO THE WBC AS INSTRUCTED IN CONNECTION WITH EACH BOUT.

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<sup>1</sup> The provision of insurance coverage for bouts sanctioned by a WBC-affiliated Federation or where a belt of a WBC Championship Committee is being disputed shall be governed by the rules and practices of the corresponding Federation or Championship Committee. The WBC shall not be responsible for providing insurance coverage for any such bout.



Sanction fees per Rules 7.1(a) and (b), and all expenses incurred per Rule 7.1(c) remain payable by promoters and boxers, even if one or both boxers in the contest fail to make the required weight, as the promotion will have benefitted from the marketing value brought to the bout as a result of it being a WBC-sanctioned contest, and because the event was promoted using the WBC's exclusive and proprietary trademarks and other intellectual property.

The WBC may also enter into arrangements with any third party that is not a promoter, boxer, manager or other representative of a boxer, by which the WBC may license its exclusive trademarks and other intellectual property, or provide other goods or services, for such sanction fees or other compensation as the WBC and such third party may agree, in connection with the promotion of boxing or otherwise.

7.2 Payment Procedures and Obligations of Promoters. Upon request of the WBC, the promoter of a WBC bout is hereby obligated as follows:

- (a) On or before fifteen (15) calendar days prior to the day of the bout, the promoter shall deposit with the WBC Ten Percent (10%) of the combined compensation payable to the boxers. The amount of such deposit shall not be required to exceed \$500,000. On or around the day of the bout, the WBC shall return the deposit to the promoter, after deducting the applicable sanction fees.
- (b) If the amount of the deposit is less than the sanction fees applicable to the bout, the promoter shall pay the difference to the WBC on or around the day of the bout.
- (c) If, as described in Rule 7.1(b), the promoter pays any compensation to either boxer after the bout, then the promoter shall pay to the WBC all remaining required 3% sanction fees at any time such compensation is paid to either boxer.
- (d) The promoter is the party ultimately liable to the WBC for payment of all fees outlined in Rule 7.
- (e) The WBC reserves the right to require documentation from promoters or boxers in order to certify and establish the total compensation to boxers in any bout upon which sanction fees are calculated and assessed pursuant to Rule 7.3. All promoters and boxers explicitly consent to disclosure by third parties of any such agreements upon request by the WBC.
- (f) All sanction fees shall be completely tax free to the WBC, and it shall be the responsibility of the promoter of the bout to pay, by withholding additional sums from the purses of the boxers, all such local, state, or national tax liabilities, if any, imposed by the country, state, or locality where the bout takes place, and to hold the WBC harmless from same.
- (g) If a visiting boxer will be taxed in his home country, the promoter has the sole obligation to arrange for issuance of a certified tax receipt or certificate, or any other necessary and requested document from the national or local tax authority where the bout takes place for representation as a credit to the tax authority in the boxer's home country.

7.3 Payment Procedures and Obligations of Boxers. Any boxer participation in any WBC bout is hereby obligated as follows:

- (a) All boxers must accept the deduction of the WBC boxer sanction fees from their respective purses. Each boxer is deemed to expressly agree to authorize and permit the promoter of any WBC contest to withhold from gross amounts payable to the boxer, and to pay over to the WBC, all amounts payable by the boxer under these Rules & Regulations. No bout shall be sanctioned as a WBC contest unless the applicable boxers' sanction fees are agreed to and paid to the WBC in accordance with these Rules & Regulations.
- (b) In the event that a WBC champion competes in any bout in which his WBC title is not at stake, the champion is obligated to pay to the WBC fifty percent (50%) of the WBC sanction fee payable as if the bout were a title defense, in view of the market value brought to the bout as a result of his standing attained as a WBC champion.

## **8. ARTICLE 8 – EXPRESS AGREEMENT OF ALL PARTIES**

All parties involved in reaching an agreement as to a WBC contest, shall sign an agreement stating their full acceptance and covenant to abide by the Constitution, Rules & Regulations, Championship Rules, and all rulings of the WBC.

Regardless of whether or not such document has been executed and returned to the WBC, all boxers, managers, promoters, trainers, and all other parties transacting business with the WBC are deemed to and expressly hereby agree to be bound by and comply with the Constitution, Rules & Regulations, Championship Rules, and all rulings of the WBC in all matters pertaining to the conduct of such business, in order to participate in any dealings with the WBC. The expression of any party of a lack of knowledge of the WBC Constitution, Rules & Regulations, or Championship rules will not be a cause for any exception in regard to this rule.

The WBC Constitution, Rules & Regulations, and Championship Rules, and the forms of Boxers and Promoters Agreements are available on the WBC website on the Internet. Upon request to the WBC Executive Offices, a copy of the WBC Constitution, Rules & Regulations, and Championship Rules will be furnished.

## **9. ARTICLE 9 – AMENDMENTS**

These Rules & Regulations may be amended by a majority vote of the Board of Governors. The proposal for amendment shall be submitted to the voting members of the Board of Governors at an annual convention or by any of the alternate procedures outlined in Article IV.7 of the WBC Constitution.

**AS AMENDED PER APPROVAL OF THE WBC BOARD OF GOVERNORS AS OF MAY 15, 2019.**