
ANTITRUST COMPLAINT

Submitted on behalf of

**THE PROFESSIONAL TENNIS PLAYERS ASSOCIATION AND CERTAIN
INDIVIDUAL PLAYERS**

18 March 2025

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EXECUTIVE SUMMARY

- (1) This complaint is submitted by the Professional Tennis Players Association (the “PTPA”) which is an association of professional tennis players, and the professional tennis players listed in **Annex 1.1** (“**Player Complainants**”), (together with the PTPA, the “**Complainants**”) (the “**Complaint**”).
- (2) This Complaint concerns the anti-competitive and unlawful governance of the sport of professional tennis, and the ways in which various governing bodies have abused their roles as regulators and their dominant positions to advance their own commercial interests to the detriment of the players, fans and other stakeholders of professional tennis. This includes unlawful restrictions on players’ earnings and endorsements, a governance system designed to exclude all rival events and tournaments, and a total disregard for player welfare.
- (3) Professional tennis players are forced to operate in a tightly controlled and non-competitive system of tournaments, which results from the blatant misuse of regulatory powers perpetrated by the four controlling entities of professional tennis, namely ATP Tour, Inc. (“ATP”), the WTA Tour, Inc. (“WTA”, together with the ATP, the “**Tours**”), the International Tennis Federation Ltd. (“ITF”, together with the ATP and WTA, the “**Governing Bodies**”), and the International Tennis Integrity Agency Ltd. (“ITIA”) which was formed by the Governing Bodies to investigate doping and corruption allegations in professional tennis and levy punishments for purported infractions.
- (4) Specifically, the Governing Bodies (directly and through the ITIA) control the world of professional tennis, since each of them regulates and oversees separate elements of the market for professional tennis globally. In particular:
 - a. **The ITF regulates and oversees professional tennis tournaments for both men and women players**, including its own purported regulation of the Australian Open, French Open, Wimbledon, and U.S. Open (the “**Grand Slams**”), the Davis Cup, the Billie Jean King Cup, and the ITF World Tennis Tour, among others.
 - b. **The ATP regulates and oversees professional men’s tennis competitions globally** (except for those regulated and overseen by the ITF).
 - c. **The WTA regulates and oversees professional women’s tennis competitions globally** (except for those regulated and overseen by the ITF).
- (5) Crucially, however, these entities are not simply regulatory bodies – they also carry out the *economic activity* of organising and profiting from international tennis events, and exploiting the rights associated with those events.
- (6) Despite (and in clear breach of) their duty to exercise their regulatory powers in such a way as to prevent distortions of competition, the Governing Bodies:
 - a. **Impose unlawful restrictions on professional tennis players’ earning** (including through prize money, endorsement and sponsorship potential).

- b. **Entrench a closed circuit of tournaments** which dictates which tournaments are entitled to take place at given times and in given geographies.
 - c. **Manipulate the ranking points system**, by compelling participation in sanctioned tournaments, whilst penalising participation in non-sanctioned tournaments.
 - d. **Enforce a number of arbitrary and capricious procedural rules**, without reasonable justification, transparency or due process.
- (7) Taken together, these restrictions impose artificial restrictions on professional tennis players' earnings and, through a web of restrictive rules, tightly control the professional tennis market and foreclose competitors, contrary to Section 2 of the Competition Act 1998 (the "**Act**"), which prohibits agreements between undertakings, and decisions of associations of undertakings, that have as their object or effect the distortion of competition in the United Kingdom (referred to as the "**Chapter I prohibition**"), and/or Section 18(1) of the Act, which prohibits any conduct which may amount to an abuse of a dominant position if it may affect trade in the United Kingdom (referred to as the "**Chapter II prohibition**"). This is to the ultimate significant detriment of not only players, but also the entire tennis community, since tournament organisers are prevented from bringing new events to new geographies and spectators.
- (8) As a result, while tennis is one of the world's most watched sports, most professional tennis players live pay-check to pay-check.¹ As highlighted by Novak Djokovic, only the very top players earn enough prize money to cover their ever-increasing costs, with the vast majority of players being unable to break even.² Meanwhile the vast bulk of revenues generated from the sport of professional tennis is retained by the Governing Bodies and the tournaments they sanction – the same Governing Bodies that create and impose rules on players whose professional sporting talent is the source of that revenue.
- (9) An overview of the Complainant, the Governing Bodies and the contested practices (including in the context of ITIA) is provided below, and a more detailed description is included in Sections 1 and 2 of this Complaint.

I. OVERVIEW OF COMPLAINANTS

- (10) The individual players are professional tennis players, as identified in **Annex 1.1**.
- (11) The PTPA is a US-based non-profit corporation and association of men and women professional tennis players. Founded in 2019, and currently led by Novak Djokovic and Vasek Pospisil, the PTPA is the leading advocate for professional tennis players' best interests *vis-à-vis* the tennis organisations' governing bodies and beyond, and works to support, protect and advance players' well-being globally. The PTPA acts on behalf of players who are members of national tennis associations, which in turn are member associations of the ITF. The players participate in the activities and

¹ The ITF noted in its 2017 Pro-Circuit Review that only 1.8% of male and 3.1% of female professional tennis players managed to earn a profit from playing on the tour (available [here](#)).

² "*Novak Djokovic: Tennis sells itself short – only 400 players make a living from it*", The Times, 1 March 2023 (available [here](#)).

tournaments organised by the Governing Bodies, and are subject to the authority of the ITIA.

- (12) The Complainants have a clear interest in submitting this Complaint. In particular:
- a. **The players are directly affected.** The players, on behalf of whom the PTPA acts, provide a service to the Governing Bodies, as these associations pay them to play in their tournaments and earn money based off of the players' participation. In this context, the players are forced to adhere to the rules of those organisations, and decisions taken by them, in respect of their participation in professional tennis tournaments. Consequently, they have been directly affected by all of the issues outlined in this Complaint.
 - b. **The PTPA has a mandate to represents the players' interests.** As an association of professional tennis players, created by players with the express purpose of advocating on behalf of players, the PTPA is entitled to represent the interests of its members. Specifically, the PTPA's Principles include the mandate to "*Take Collective Action and Advocate on Behalf of Tennis Players Globally*", and as such the PTPA is entitled to represent the interests of the members that join it under these principles.³ The PTPA therefore has a legitimate interest in submitting a complaint on behalf of its members, and it is arguably even better placed to bring this Complaint on behalf of all players.

II. OVERVIEW OF GOVERNING BODIES AND ITIA

A. ATP

- (13) The ATP is a not-for-profit corporation that was founded in 1972 by Jack Kramer, Donald Dell, and Cliff Drysdale, originally as a representative organisation for tennis players although now it operates as a governing body and organiser of tournaments.
- a. **Structure.** The ATP is organised as a collaboration between different constituencies in men's tennis, each of which is a "member" of the organisation, and include: (i) the male professional tennis players; and (ii) the tournaments in which those players compete. The latter, in turn, comprise: (i) the ATP Tour, which is the only top-tier tennis tour for men, and includes the ATP Tour Finals, the United Cup, the ATP Tour Masters 1000,⁴ ATP Tour 500,⁵ and ATP 250;⁶ and (ii) a secondary tennis tour, called the ATP Challenger Tour, which is a serves as a pipeline to the ATP Tour and features lower-ranked players.⁷
 - b. **Dual regulatory and economic function.** The ATP has a dual function, insofar as it regulates, organises, governs and promotes professional men's tennis at the

³ See Case T-114/92 *Bureau Européen des Médias et de l'Industrie Musicale (BEMIM) v Commission*, paragraph 28.

⁴ The ATP World Tour Masters 1000 has nine events, for which participation is mandatory for the top 30 players on the Tour.

⁵ The ATP World Tour 500 has 13 events.

⁶ The ATP World Tour 250 has 39 events.

⁷ Lower-ranked players can switch from the ATP Tour to the ATP Challenger Tour depending on the circumstances. See Section 7.07 of the ATP Rulebook.

worldwide level and, on the other hand, carries out the economic activity of organising and profiting from international tennis events. In particular, the ATP generates revenues through several key channels as a result of the ATP Tour, including: (i) sponsorships and partnerships; (ii) broadcasting rights; (iii) ticket sales; (iv) merchandising; and (v) licensing fees. The ATP’s sponsorship revenue grew by 50% year-on-year in 2024 and is expected to increase by 89% by 2026; its media arm alone generated a record \$203 million in 2023.⁸

B. WTA

- (14) The WTA is a not-for-profit corporation that was founded by Billie Jean King in 1973 to unite all female players into a single association. As with the ATP, the WTA was originally founded as a representative organisation for tennis players although now it operates as a governing body and organiser of tournaments.
- a. **Structure.** The WTA is organised as a collaboration between different constituencies in women’s tennis, each of which is a “member” of the organisation, and include: (i) the female professional tennis players; (ii) the tournaments in which those players compete; (iii) the ITF; and (iv) a Chairman (currently, Steve Simon). The tournaments comprise: (i) the WTA Tour, which includes the WTA Tour Finals, the WTA Tour 1000,⁹ WTA Tour 500,¹⁰ and WTA 250,¹¹ and is the only worldwide top-tier tennis tour for women; and (ii) a secondary tennis tour called the WTA 125, or sometimes called the WTA Challenger Tour, a separate and lower tour that serves as a prelude to the WTA Tour.¹²
 - b. **Dual regulatory and economic function.** As with the ATP, the WTA has a dual function, insofar as it regulates, organises, governs and promotes professional women’s tennis at the worldwide level and, on the other hand, carries out the economic activity of organising and profiting from international tennis events. In December 2024, the WTA announced that WTA Ventures, the commercial arm of the WTA expected revenue increase of 24% in its first full year, setting a new record for WTA’s commercial revenue.¹³

C. ITF

- (15) The ITF was originally founded in 1913 to unite national tennis organisations under a single governing body to coordinate and govern tennis globally. Following its founding, the ITF came to oversee and enforce the critical aspects of the sport and, since

⁸ See Sportcal, “ATP Media revenue tops \$200m for 2023”, 10 July 2024 (link available [here](#)).

⁹ The WTA 1000 has ten events, each of which is mandatory for every member of the WTA class. Please refer to [Annex 2.1](#) for a schedule of WTA, ATP and ITF Tournaments held in the UK and globally (2024 season, excluding Challenger Tours).

¹⁰ The WTA 500 has 17 events.

¹¹ The WTA 250 has 23 events.

¹² Lower-ranked players can switch from the WTA Tour to the WTA Challenger Tour depending on the circumstances. See Section III(B)(1)(a)(iv) of the WTA Rulebook.

¹³ See, WTA Tennis, “WTA Ventures achieves strong growth in first year”, 3 December 2024 (link available [here](#)).

1924, the ITF has had the authority to determine and implement playing rules of tennis that would be uniform across the globe.

- a. **Structure.** The ITF is organised as a collaboration between around 200 national tennis federations (“**National Associations**”) from nearly every country in the world. The ITF:
 - i. Organises and oversees its own events, namely the Davis Cup (which is a mandatory tournament for top 30 male players) and the ITF World Tennis Tours (lower-level circuits of professional tennis events for both male and female players).
 - ii. Governs the ‘Official Tennis Championships’ of the ITF, i.e. the four most prominent and prestigious annual professional tennis tournaments which are mandatory for top 30 male players, more commonly known as the ‘Grand Slam’ events (the Australian Open, the French Open, Wimbledon, and the U.S. Open). Specifically, the ITF sits as a voting member on the board of Grand Slam Tennis, the governing committee overseeing the Grand Slams, which direct changes to the relevant rules (including, in particular, the Grand Slam Rulebook), structural changes, administrative services, officiating, and media services for the events.
- b. **Dual regulatory and economic function.** As with the ATP and the WTA, the ITF has a dual function. The ITF calls itself the world’s “*governing body of the game of tennis,*” whose responsibilities include “*protecting the integrity of the game through determination of the Rules of Tennis*”¹⁴, and it works together to determine the scheduling, rules, and promotion of professional tennis globally. The ITF also carries out the economic activity of organising and profiting from international tennis events. In 2023, the ITF had yearly revenue of USD 102.6m, representing a 22% year-on-year increase in revenue.¹⁵

D. ITIA

- (16) The ITIA is a not-for-profit corporation formed in 2021 by the ATP, WTA, ITF, and the Grand Slams, tasked with working on behalf of, and at the direction of, these organisations to enforce anti-doping and anti-corruption measures in professional tennis.
 - a. **Structure.** The nine-member board of the ITIA consists of the executive director of the Grand Slam Board, the chair of the WTA, the chief legal officer of the ATP, the president of the ITF, and five lawyers and business executives. As a result, the Governing Bodies and the Grand Slams control and make use of the ITIA’s authority to police doping and corruption-related offences.
 - b. **Dual regulatory and economic function.** The ITIA has the function of enforcing anti-doping and anti-corruption measures within professional tennis,

¹⁴ See Rules of Tennis [here](#).

¹⁵ See, Sportcal, “*ITF grows revenue, avoids major loss despite Davis Cup woes*”, 25 September 2024 (link available [here](#)).

yet it works on behalf of, and at the direction of, the ATP, WTA and ITF – all of which have both regulatory and economic functions as noted above.

III. OVERVIEW OF CONTESTED RULES AND PRACTICES

A. Tournament Prize Money

- (17) **Prize money pools are fixed by the Governing Bodies.** Prize rules fix the size and distribution of prize money pools available to players at each tournament, which is currently the only form of remuneration permitted for players (other than some promotion work where available, and for some players appearance fees in certain tournaments). Rather than competing with each other to offer competitive prize money in order to attract the most talented tennis players to participate in their independent tournaments, the Governing Bodies and tournaments that they organise agree to fix the compensation that professional tennis players can earn by fixing the amount of prize money each of them can award to players who participate in their tournaments. The suppliers – professional tennis players – have no role in negotiating how much they can get paid, even though tennis fans follow and devote their allegiance to individual players and pay to watch individual players compete against each other on the court.
- (18) **Changes to prize money are subject to approval by the Governing Bodies.** These restrictions on player prize money are codified in both written and unwritten agreements, and enforced to ensure compliance. Any proposed change to prize money pools is subject to the consent and approval by the ATP and WTA, effectively preventing any existing ATP or WTA tournament from trying to compete with other ATP / WTA tournaments through larger prize pools which may draw better players, bigger audiences, and wider distribution of the sport to broadcasters and marketers. The same is true for Grand Slam tournaments, where each Grand Slam tournament coordinates with the ATP and the WTA to ensure that no ATP or WTA tournament pays a prize pot to players higher than that offered by the Grand Slams, thereby guaranteeing that the Grand Slam tournaments do not need to compete financially with other tournaments.
- (19) **Prize money levels are artificially depressed.** In practice, these restrictions have prevented tournaments from increasing prize money.¹⁶ As a result of the enforcement of this anticompetitive price fixing arrangement, players on both the ATP and WTA tours received artificially depressed pay when they competed at the event that year.

B. Name, Image and Likeness Rights

¹⁶ For example, when Larry Ellison, the billionaire owner of the BNP Paribas Open at Indian Wells, U.S., (an annual tournament on the circuit for each of the ATP and WTA) wanted to increase the total prize pool offered to players above the fixed award amounts promulgated by the ATP and WTA (and previously agreed to between the ATP and Indian Wells), the ATP and the WTA rejected the proposal. In a public statement, the ATP explained that it had rejected the increased prize money proposal due to the restraints imposed by the ATP's own rulebook, not free market dynamics. The WTA followed suit, refusing to permit Ellison to offer higher prize money for the players competing in the women's side of Indian Wells.

- (20) **The value of name, image and likeness rights is artificially depressed.** The ATP and WTA agree with the tournaments that they organise to limit player earnings more broadly by requiring players to sign over certain name, image and likeness (“NIL”) rights – often without any compensation – as a condition of competing in tournaments. These rules inflate and preserve the value of endorsement deals for the ATP, WTA and tournaments, artificially setting a depressed value for players’ NIL rights and enhancing control over what professional tennis players get paid for their services. This is in marked contrast to other professional sports where athletes are able to control and monetize the use of their NIL rights by third-parties.

C. Endorsements / Sponsorships

- (21) **Players are prevented from entering into sponsorship agreements with certain categories of businesses, but the Governing Bodies are not.** The ATP and WTA restrict players from entering into sponsorship agreements with certain categories of businesses as a condition of competing in tournaments, even though the ATP and WTA partner with those sponsors themselves. These restrictions give the ATP and WTA sole control over those industries’ sponsorship dollars and allow the ATP and WTA to act as the gatekeepers for players –a business is unable to receive a player’s endorsement without approval from the ATP or WTA. The effect of this requirement is to limit player’s off-court income. Here, too, this is in contrast to other professional sports where athletes are able to control and monetize their sponsorship of businesses when they compete on the tennis court.

D. Ranking Points / Closed System / Non-Compete Rules

- (22) **The Governing Bodies control the market through the ranking points system.** The ATP and WTA use points to determine a player’s “rank” relative to his or her peers (“**Ranking Points**”), which restricts the ways in which players can qualify for and participate in tournaments. Accumulating Ranking Points therefore dictates the tournaments in which players can compete, the amount of compensation they can earn, and whether they are positioned for the significant off-court sponsorship opportunities presented to those who have more Ranking Points and who play in more prestigious and lucrative tournaments. But, crucial to this anticompetitive scheme is the fact that, under the ATP and WTA rules, (i) players can only accumulate Ranking Points by playing in the tournaments that are either members of the ATP or WTA tours or regulated by the ITF, and (ii) players can only play in the most prestigious tournaments – the Grand Slams – if they participate in sanctioned tournaments and accumulate Ranking Points. Succeeding against the best players in the world at any non-sanctioned events earns players no Ranking Points, because those tournaments are not operated and governed by the ATP, WTA or ITF. This ensures that players only compete at sanctioned tournaments, enabling the ATP, WTA and ITF to monopsonise the market for the services of professional tennis players.
- (23) **The universe of tournaments where Ranking Points may be earned is artificially limited.** Related to this is the use of closed tournament structures in which the ATP and WTA select who may create, host and operate tournaments within the ATP and WTA tours. Through this arrangement, potential rivals that would threaten the monopsony power of ATP, WTA and ITF are locked out. The effect is to limit

professional tennis players' compensation and career opportunities by artificially restricting the universe of tournaments at which professional tennis players may compete for prize money and Ranking Points.

- (24) **Geographic non-compete provisions eliminate competition between tournaments.** Moreover, the ATP, WTA and tournaments agree that, within this closed system, they will not stage tournaments at the same place or same time as each other, as their rules allocate to their own tournaments specific calendar weeks and geographic regions in which they can stage their events. These prohibitions eliminate any competition between the Governing Bodies' tournaments. They also impose temporal restrictions that prevent operators from creating a competing tournament event if they chose to leave the ATP or WTA tours. These agreements artificially depress the compensation awarded to professional tennis players by crushing competition for their services.

E. Mandatory Participation / Penalties for Non-Sanctioned Events

- (25) **Players' participation is mandatory and subject to fines.** Unreasonable scheduling and participation rules require player participation at certain tournaments and penalize player absences or withdrawals, which relieves tournaments of the competitive pressure to vie with each other on prize money, amenities or playing conditions to attract players. Participation requirements apply even when events start mere days after preceding tournaments or include late-night match start times throughout a gruelling eleven-month regular season (longer than most other professional sports) with long multi-day events. The rule therefore is not only anticompetitive, but also poses dangers to player health and safety.¹⁷ These anticompetitive rules make it impossible for professional tennis players to compete in any rival professional tennis tournaments, thereby inhibiting any other tournaments from emerging and competing in the market for the services of professional tennis players.
- (26) **Players may be fined for participating in competing tournaments.** The Governing Bodies also impose player mobility restrictions that limit players from playing in competitor tournaments or in any alternative tennis that take place within a certain geographic region and certain timeframe (which may be up to 60 days around ITF, ATP or WTA tournaments). Moreover, these restrictions apply to ATP tournaments for certain players where the player has *not even qualified*. Given the almost year-long densely packed schedule, there is in practice no realistic opportunity for players to participate in these other events. This directly inhibits the ability of other tennis events to compete with the ITF, ATP or WTA tournaments, and limits the opportunities for players to sell their professional services by fining or otherwise punishing players who participate in non-sanctioned events. The rules therefore amount to a group boycott and refusal to deal with players who seek to offer their services to competitors.

¹⁷ For example, players who are required to participate in the ATP Masters 1000-level tournaments, but choose not to do so for any reason, can be suspended from participating in other ATP tournaments. Players are also fined for missing certain "required" tournaments for medical reasons (for the ATP this fine applies not only if the player is injured but even if he is out for the birth of his child or the death of a loved one). Moreover, pursuant to Section VIII.E. (1) of the ATP Rulebook, where an ATP player withdraws due to injury of illness, they must submit to an on-site examination, with a failure to do so resulting in fines.

F. Arbitrary and Capricious Procedural Rules

- (27) **Players are subject to unreasonable and disproportionate anti-doping investigations.** The Governing Bodies require the use of anti-doping and anti-corruption programs to which all professional tennis players are subject: the Tennis Anti-Doping Program (“TADP”) and Tennis Anti-Corruption Program (“TACP”), both of which are managed and administered by the ITIA – an arm of the Governing Bodies – to whose authority players are subject as a condition of their participation at ITF, ATP or WTA tournaments.
- (28) While the objective of anti-doping and anti-corruption programmes is valid, the way in which these schemes are administered is aggressive, unreasonable and disproportionate – the ITIA’s investigative processes subject players to dozens of required, extensive, and invasive drug tests (both blood and urine), expansive searches of their personal mobile phones, hours-long interrogations at odd hours and without legal counsel, and harassment by their unaccountable and ill-trained investigators. Collectively, these programs provide the Governing Bodies with unfettered power to impose arbitrary and capricious procedural rules, with the risk of unfair punishments, without just cause, on players who receive no due process and risk the destruction of their careers and reputations. Adherence to this system is binding on players as a forced condition of their participation, meaning they have no means of avoiding the unreasonable and disproportionate restrictions placed upon them.
- (29) **Arbitration provisions may be anticompetitive.** The ATP Rulebook, WTA Rulebook and ITF Regulations require players exclusively to submit any dispute or claim relating to, or arising out of, the application of each respective Rulebook for final and binding arbitration. As set out further below, provisions of this kind should not be applicable to alleged breaches of competition law because (i) the rules do not refer specifically to liability for an infringement of competition law and (ii) the rules impede full and effective judicial scrutiny of the compatibility of the Governing Bodies’ actions with competition law.¹⁸

IV. CMA’S JURISDICTION AND PUBLIC INTEREST IN PURSUING AN INVESTIGATION

- (30) The Complainants request the Competition and Markets Authority (“CMA”) to fully investigate the rules and practices described in this Complaint, with a view to: (i) declaring that the ITF, the ATP, the WTA and ITIA have infringed the Chapter I and Chapter II prohibitions contained in Sections 2 and 18 of the Act, as applicable; and (ii) requiring the ITF, ATP, WTA and ITIA to bring the infringement to an end and to refrain from repeating the same conduct or any conduct having the same or similar object or effect.
- (31) **The CMA has jurisdiction to investigate since all three Governing Bodies are either headquartered in the UK, or have UK branches.** Notably:

¹⁸ See Case AT.40208 *International Skating Union's Eligibility rules*, paragraphs 184-204 and 221-231.

- a. The ATP has a registered UK branch in London;¹⁹
 - b. The WTA’s head office is in Manchester and it also has an office in London;²⁰ and
 - c. The ITF’s headquarters are in London.²¹
- (32) **Moreover, it is submitted that investigating the rules and practices described in this Complaint would be in line with the CMA’s Prioritisation Principles and the CMA’s statutory duty to “promote competition, both within and outside the UK, for the benefit of consumers”.**²² In this respect, the following considerations are relevant.
- a. **First, the market for sports services has seen a significant increase in legal disputes, particularly concerning governance, player rights, and commercial agreements.**²³ The proliferation of these cases underscores the complexity and contentious nature of the relationships between governing bodies, players, and other stakeholders. The CMA's involvement in this sector would provide much-needed direction and clarity. By prioritising this Complaint, the CMA can establish a benchmark for how sporting bodies ought to regulate their sports, including in the UK, to ensure that the principles of fair competition are upheld. This would not only benefit the tennis community, but also serve as a benchmark for other sports facing similar issues. Moreover, the CMA’s enforcement action would timely complement the academic study into the relationship between elite sport and competition policy, which the Complainants understand was recently commissioned by the UK government’s Department for Digital, Media, Culture and Sport.²⁴
 - b. **Second, the impact of CMA’s action is likely to have substantive positive impact.** As discussed in detail in the Complaint, the Governing Bodies’ conduct has negative ramifications on both the players and their fans. The CMA's investigation into these practices would help ensure that the Governing Bodies operate in a manner that promotes fair competition and provides equal opportunities for all participants.
 - c. **Finally, the CMA has previously clarified that it may take action in scenarios where private enforcement is ongoing, insofar as it is in the public interest to intervene and impose penalties that may deter other businesses from participating in similar illegal behaviour, and/or other market opening remedies.**²⁵ In accordance with these principles, the Complainants consider that the CMA’s intervention would be appropriate in this case,

¹⁹ See GOV.UK, “ATP Tour, Inc.” (link available [here](#)).

²⁰ See WTA Group, “We’re never far away from our customers” (link available [here](#)).

²¹ See ITF Tennis, “Contact Us” (link available [here](#)).

²² CMA 188, ‘Prioritisation Principles’ (link available [here](#)).

²³ See, for example, the disputes between LIV Golf and the PGA Tour and FIFPRO, as well as Case C-124/21 P *International Skating Union v Commission* and Case C-333/21 *European Super League*.

²⁴ See GCR, “UK government commissions report on competition law and sport”, 14 March 2025 (link available [here](#)).

²⁵ See Juliette Enser’s speech: ‘UK competition law enforcement: a look ahead’, 5 December 2024 (link available [here](#)).

notwithstanding the fact that the Complainants are also seeking relief in the UK courts (as explained further in Section 4 below). In particular, the CMA's intervention would be fully complementary to, and indeed go beyond, any remedial action sought by the Complainants from the courts, in that it would have clear precedential value in deterring other sporting bodies from engaging in similar anticompetitive conduct, and/or it would potentially impose remedies that are unavailable to the courts, with the clear effect of improving the market for tennis services in the UK. Moreover, the CMA complaint is brought on behalf of all players by the PTPA, whereas the UK litigation is brought on behalf of only a small number of players, so the complainant scope of the CMA complaint is much broader than the ongoing private enforcement.

SECTION 1

INFORMATION REGARDING THE COMPLAINANTS AND THE UNDERTAKING(S) OR ASSOCIATION OF UNDERTAKINGS GIVING RISE TO THE COMPLAINT

COMPLAINANTS

- (33) This Complaint is submitted by the PTPA and the Player Complainants listed in Annex 1.1.
- (34) The PTPA is an association of professional tennis players whose purpose is to advocate for professional tennis players' worldwide. The PTPA is a non-profit corporation and association of men and women professional tennis players incorporated in Washington, D.C., United States, with its principal place of business located in McLean, Virginia. Founded in 2019, and currently led by Novak Djokovic and Vasek Pospisil, the PTPA is the leading advocate for professional tennis players' best interests vis-à-vis the tennis organisations' governing bodies and beyond, and works to support, protect, and advance players' well-being globally. In particular:
- a. **Since its inception, the PTPA has worked to achieve a number of goals for current professional tennis players, as well as up-and-coming and future professional athletes in the sport.** The PTPA's goals include: (i) taking action and advocating on behalf of tennis players globally, including the right of freedom of association; (ii) obtaining players' fair share of the business of tennis and terms of participation to ensure that players' receive shared success, equitable compensation, new opportunities, pension and retirement, travel and accommodations, and fair employment opportunities; (iii) optimizing and rigorously protecting tennis players' data privacy and freedom of movement rights; safeguarding tennis players' welfare and protecting players from abuse including from anti-corruption and anti-doping; and (iv) advocating for, and contributing to, the best vision and structure of tennis globally.
 - b. **In furtherance of those goals, the PTPA has become a member organisation of the World Players Association.** This is a global collective of unions and associations that represent professional athletes in dozens of different sports. As a member of the World Players Association, the PTPA works alongside organisations like FIFPRO, the International Rugby Players and the European Elite Athletes' Association to protect and advance the rights of professional athletes across sports.
 - c. **The PTPA also offers a wide range of services, resources, and benefits for players.** These include, in particular, health and medical support, as well as informational and educational assistance for players. Moreover, the PTPA advises players on decisions affecting their careers, and helps players generate incremental off-court revenue opportunities, through the PTPA's various licensing and marketing programs.

- (35) Relevant contact details for the PTPA are set out below:

Ahmad Nassar
Executive Director
Professional Tennis Players Association
8484 West Park Drive
McLean, Virginia 22102, USA

THE SUBJECTS OF THIS COMPLAINT

- (36) This Complaint relates to the rules and conduct of the ATP, the WTA, the ITF and the ITIA.
- a. **Each of these entities regulates and oversees separate elements of the market for professional tennis worldwide.** In addition to regulating, administering and overseeing tennis, these undertakings also organise professional tennis events and exploit the rights associated with those events, resulting in significant financial gain.
 - b. **Players are forced to adhere to the rules of those organisations, and decisions taken by them, in respect of their participation in professional tennis tournaments.** Players are members of national tennis associations, each of which is, in turn, a member association of the ITF. Each of them participate, or has in the past regularly participated, in the activities and tournaments organised by the Governing Bodies, thereby being subject to the authority of the ITIA, which was formed by the Governing Bodies. Consequently, they have been affected by all of the issues outlined in this Complaint.

I. ATP

- (37) The ATP is a not-for-profit corporation organised under the laws of Delaware, United States, with its principal place of business located at 201 ATP Tour Boulevard, Ponte Vedra Beach, Florida 32082, United States. The ATP was founded in 1972 by Jack Kramer, Donald Dell, and Cliff Drysdale as a representative organisation for tennis players, following moves by the ITF to permit professional tournaments in which players could compete for prize money (rather than play as amateurs) in order to attract the best players to prestigious tournaments.
- a. **Structure.** The ATP is organised as a collaboration between different constituencies in men's tennis, each of which is a "member" of the organisation, and include: (i) the male professional tennis players; and (ii) the tournaments in which those players compete. The latter, in turn, comprise: (i) the ATP Tour, which is the only top-tier tennis tour for men, and includes the ATP Tour Finals, the United Cup, the ATP Tour Masters 1000,²⁶ ATP Tour 500,²⁷ and ATP 250,²⁸

²⁶ The ATP World Tour Masters 1000 has nine events, for which participation is mandatory for the top 30 players on the Tour.

²⁷ The ATP World Tour 500 has 13 events.

²⁸ The ATP World Tour 250 has 39 events.

and (ii) a secondary tennis tour, called the ATP Challenger Tour, which is a serves as a pipeline to the ATP Tour and features lower-ranked players.

- b. **Governance.** The relevant rules (including, in particular, the ATP Bylaws and the ATP Rulebook) and policy decisions that govern ATP events are adopted by the Board of the ATP (“**ATP Board**”). The ATP Board comprises nine members: (i) four voting directors from players within the ATP Tour, elected by the Player Advisory Council (as defined in the ATP By-Laws)²⁹; (ii) four voting directors from the sanctioned tournaments within the ATP Tour, elected by the Tournament Advisory Council; and (iii) a Chairman (currently, Andrea Gaudenzi). The tournaments enjoy a permanent *de facto* majority in the context of the ATP Board, as the Chairman vote consistently with them, and are therefore able to prevail over tennis players’ representatives in the decision making process. Together, these parties maintain a majority over the ATP Board, which effectively subordinates player interests to the vested (and often adversary) interests of the ATP Tour. Although the Player Advisory Council is said to serve “*as a voice for players*”,³⁰ in reality it has little to no impact – not least because the ATP Board controls the scope of its rights and responsibilities.³¹
- c. **Dual regulatory and economic function.** The ATP has a dual function, insofar as it regulates, organises, governs and promotes professional men’s tennis at the worldwide level and, on the other hand, carries out the economic activity of organising and profiting from international tennis events. In particular, the ATP generates revenues through several key channels as a result of the ATP Tour, including: (i) sponsorships and partnerships; (ii) broadcasting rights; (iii) ticket sales; (iv) merchandising; and (v) licensing fees. The ATP’s sponsorship revenue grew by 50% year-on-year in 2024 and is expected to increase by 89% by 2026; its media arm alone generated a record \$203 million in 2023.³²

II. WTA

(38) The WTA is a not-for-profit corporation organised under the laws of New York, United States, with its principal place of business located at 100 2nd Avenue South, Suite 300N, St. Petersburg, Florida 33701, United States. The WTA was founded by Billie Jean King in 1973 to unite all female players into a single association.

- a. **Structure.** The WTA is organised as a collaboration between different constituencies in women’s tennis, each of which is a “member” of the organisation, and include: (i) the female professional tennis players; (ii) the tournaments in which those players compete; (iii) the ITF; and (iv) a Chairman

²⁹ The Player Advisory Council is a group of professional tennis players elected to represent the interests and concerns of their peers within the ATP Tour. The Player Advisory Council consists of ten members, all active players, an alumni member, and a coach member. The ten player members are comprised of a mixture of singles and doubles players, represent different ranking categories (*i.e.*, 1-50 singles, 51-100 singles, 1-25 doubles, etc.), and different regions of the world.

³⁰ “Meet the 2025 ATP Player Advisory Council”, atptour on Instagram, 9 January 2025 (link available [here](#))

³¹ Article 9.1 of the ATP By-Laws.

³² See Sportcal, “ATP Media revenue tops \$200m for 2023”, 10 July 2024 (link available [here](#)).

(currently, Steve Simon). The tournaments comprise: (i) the WTA Tour, which includes the WTA Tour Finals, the WTA Tour 1000,³³ WTA Tour 500,³⁴ and WTA 250,³⁵ and is the only worldwide top-tier tennis tour for women; and (ii) a secondary tennis tour called the WTA 125, or sometimes called the WTA Challenger Tour, a separate and lower tour that serves as a prelude to the WTA Tour.

- b. **Governance.** The relevant rules (including, in particular, the WTA Bylaws and the WTA Rulebook) and policy decisions that govern WTA events are adopted by the Board of the WTA (“**WTA Board**”). The WTA Board comprises eight members: (i) three voting directors from players within the WTA Tour, elected by the Players’ Council (as defined in the WTA By-Laws); (ii) three voting directors from the sanctioned tournaments within the WTA Tour elected by the Tournament Council; (iii) one ITF representative; and (iii) a Chairman (currently, Steve Simon).³⁶ The tournaments and the ITF enjoy a legal majority in the context of the WTA Board, and are therefore able to prevail over tennis players’ representatives in the decision making process.
- c. **Dual regulatory and economic function.** As with the ATP, the WTA has a dual function, insofar as it regulates, organises, governs and promotes professional women’s tennis at the worldwide level and, on the other hand, carries out the economic activity of organising and profiting from international tennis events. In particular, the WTA generate revenues through several key channels as a result of the WTA Tour including: (i) sponsorships and partnerships; (ii) broadcasting rights; (iii) ticket sales; (iv) merchandising; and (v) licensing fees.

III. ITF

(39) The ITF is a corporation registered in the Bahamas, with its principal place of business located at Bank Lane, Roehampton London SW15 5XZ, United Kingdom. The ITF was originally founded in 1913 to unite national tennis organisations under a single governing body to coordinate and govern tennis globally. Following its founding, the ITF came to oversee and enforce the critical aspects of the sport and, since 1924, the ITF has had the authority to determine and implement playing rules of tennis that would be uniform across the globe.

- a. **Structure.** The ITF is organised as a collaboration between the c. 200 National Associations from nearly every country in the world. The ITF:
 - i. Organises and oversees its own events, namely the Davis Cup (which is a mandatory tournament for top 30 male players) and the ITF World Tennis Tours (lower-level circuits of professional tennis events for both male and female players); and

³³ The WTA 1000 has ten events, each of which is mandatory for every member of the WTA class.

³⁴ The WTA 500 has 17 events.

³⁵ The WTA 250 has 23 events.

³⁶ Articles 2.1 and 5.2 of the WTA By-Laws.

- ii. Governs the ‘Official Tennis Championships’ of the ITF, i.e. the four most prominent and prestigious annual professional tennis tournaments which are mandatory for top 30 male players, more commonly known as the ‘Grand Slam’ events, i.e. the Australian Open, the French Open, Wimbledon, and the U.S. Open. Specifically, the ITF sits as a voting member on the board of Grand Slam Tennis, the governing committee overseeing the Grand Slams, which direct changes to the relevant rules (including, in particular, the Grand Slam Rulebook), structural changes, administrative services, officiating, and media services for the events.
- b. **Governance.** Similarly to the ATP and WTA, the relevant rules (including, in particular, the ITF Rules) and policy decisions that govern ITF events are adopted by the Board of the ITF (“**ITF Board**”). The ITF Board comprises 17 members, including: (i) the ITF President (currently, David Haggerty; (ii) 14 candidates elected by National Associations; and (iii) two Athlete Representatives. The current Athlete Representatives are former ATP and WTA top-three players and current coaches, having retired in 2000 and 2006 respectively.
 - c. **Dual regulatory and economic function.** As with the ATP and the WTA, the ITF has a dual function. The ITF calls itself the world’s “*governing body of the game of tennis,*” whose responsibilities include “*protecting the integrity of the game through determination of the Rules of Tennis*”³⁷, and it works together to determine the scheduling, rules, and promotion of professional tennis globally. The ITF also carries out the economic activity of organising and profiting from international tennis events. In particular, the ITF generates revenues through several key channels as a result of the ITF World Tennis Tour and Davis Cup including: (i) sponsorships and partnerships; (ii) broadcasting rights; (iii) ticket sales; (iv) merchandising; and (v) licensing fees.

IV. ITIA

- (40) The ITIA is a not-for-profit corporation registered in the United Kingdom with its principal place of business located at Bank Lane, Roehampton London SW15 5XZ, United Kingdom (the same office at which the ITF is headquartered). The ITIA was formed in 2021 by the ATP, WTA, ITF, and the Grand Slams, tasked with working on behalf of, and at the direction of, these organisations to enforce anti-doping and anti-corruption measures in professional tennis.
- (41) Many of the ITIA’s functions were originally performed by the Tennis Integrity Unit, which was formed in 2008 by the WTA, the ATP, the ITF, and the Grand Slams to investigate match-fixing and other gambling activity, and to punish players found to have violated its rules. The Tennis Integrity Unit operated at the direction of the ITF until 2021 when it was subsumed within the newly-formed ITIA, in part due to the ITF’s inability to manage the organisation effectively, as well as the Tennis Integrity Unit’s failure to address allegations of match-fixing. In 2022, the ITIA assumed jurisdiction over the TADP, the program charged with investigating anti-doping

³⁷ See Rules of Tennis [here](#).

allegations in professional tennis and levying punishments for any infractions it discovered. The ITIA now possesses authority to investigate and discipline players for both doping and corruption-related offenses.

- a. **Structure.** The ITIA is structured as an independent body established by the ATP, ITF, WTA and Grand Slams. The ITIA’s principle responsibility relates to administering two separate programs: (i) the TACP; and (ii) the TADP. These programs are updated yearly and are managed by the ITIA Rules Committee which in 2023 consisted of the ITIA CEO, representatives from the ITF, WTA, ATP and Grand Slams, and one non-executive director.³⁸
- b. **Governance.** The Board of the ITIA (the “**ITIA Board**”) is responsible for the governance of the ITIA and comprises ten members including: (i) the ITIA Chair (currently Jennie Price); (ii) the president of the ITF; (iii) the chief legal officer of the ATP; (iv) the Chair of the WTA; (v) the executive director of the Grand Slam Board; and (vi) four independent executives.
- c. **Dual regulatory and economic function.** The ITIA has the function of enforcing anti-doping and anti-corruption measures within professional tennis, yet it works on behalf of, and at the direction of, the ATP, WTA and ITF – all of which have both regulatory and economic functions as noted above.

³⁸ See ITIA Tennis 2023 Annual Review (link available [here](#)).

SECTION 2

DETAILS OF THE ALLEGED INFRINGEMENT AND EVIDENCE

I. BACKGROUND

- (42) Since its inception, the sport of tennis has undergone several changes from a governance perspective. The original national tennis associations, which began forming spontaneously in the early 20th century to provide rules and structure to the game within each country, gradually morphed and were taken over by the Governing Bodies. As a result of this centralisation of powers, players have become increasingly marginalised, and subject to severe restrictions in their ability to offer and being remunerated for their services. Specifically, the Governing Bodies have exploited their roles as regulatory bodies to: (i) impose unlawful restrictions on professional tennis players' earning, endorsement and sponsorship potential; (ii) entrench a closed circuit of the tournaments by manipulating the ranking points system; (iii) compel participation in the Tournaments, whilst penalising participation in non-sanctioned tournaments; and (iv) enforce a number of arbitrary and capricious procedural rules, without reasonable justification, transparency or due process. The relevant rules in this respect are described below.

A. Tournament Prize Money

- (43) In order to enter ATP and WTA tournaments, male and female tennis players are required to agree to be bound by, respectively, the 2025 ATP Rulebook and 2025 WTA Rulebook, by signing consent forms. Doing so also subjects them to the regulations, resolutions and bylaws of the Tours. Similarly, in order to participate in the World Tennis Tour, players are required to adhere to the ITF 2025 World Tennis Regulations (the "**ITF Regulations**"). The ITF publishes the Official Grand Slam Rulebook for players participating in the Grand Slam Tournaments (the "**Grand Slam Rulebook**"), and together with the ATP Rulebook, WTA Rulebook and ITF Regulations, the "**Rulebooks**"). The Rulebooks require all players to submit to the oversight of the ITIA.
- (44) Professional tennis players are classified as independent contractors rather than employees under the Tours, and are as such not paid to play. Rather, remuneration for professional tennis players is based on a combination of prize money pools, and partnership opportunities. Players are subject to a number of different rules which significantly affect the way in which they are remunerated for their services. Specifically:

- a. **The ATP Rulebook, WTA Rulebook and ITF Regulations regulate the prize money that Tournaments may pay to players participating in their events.**³⁹ Pursuant to the Prize Rules, the Governing Bodies publish annual

³⁹ Section 3.08(B)(1)(a) of the ATP Rulebook provides that "*Prize money shall be distributed based on breakdowns established by ATP. ATP must approve any changes in prize money, including from year to year*". The WTA Rulebook includes an equivalent provision at Section IX(E), which provides that "*The Prize Money Breakdowns are available on the official WTA website as well as on the PlayerZone and Tournament Zone websites. Any Tournament whose prize money or draw does not fall into one of the breakdowns should contact the WTA for an approved breakdown*". Section IV.A of the ITF Regulations

breakdowns of the prize money available for each of the Tournaments in their respective tours (the “**Breakdowns**”). The Breakdowns specify the precise amount that each Tournament must pay to the players that compete in their event, with the amount to be allocated varying depending on each player’s success at the Tournament. Any alterations to the prize money available at a given Tournament must be approved by the Governing Bodies. Prize money is currently the only form of remuneration permitted for players’ services (other than some promotion work, where available, and for some players appearance fees in certain tournaments), as the Governing Bodies prohibit Tournaments from providing any other form of fees for the players’ participation.

- b. **The Governing Bodies co-operate and co-ordinate with each other to ensure that their respective Tournaments do not raise the bar for player compensation.** It is no coincidence that the Prize Rules in the ATP Rulebook, WTA Rulebook and ITF Regulations adopt equivalent approaches. The Breakdowns for the Tours prescribe that no 250-level Tournament may award prize money that exceeds the lowest prize money awarded by any 500-level Tournament, and no 500-level Tournament may award prize money that exceeds the lowest prize money awarded by any 1000-level Tournament. Through this structure, Tournaments of a lower rank are prevented from competing with higher ranked Tournaments (just as all Tournaments are prevented from competing with others in their tier) for the services of professional tennis players, thereby limiting the players’ earning potential.
- c. **The ATP and WTA Rulebooks further require, respectively, the ATP’s and WTA’s approval for changes a Tour wishes to make to the prize money it offers to players.**⁴⁰ Specifically, Section 3.08(B) of the ATP Rulebook states that prize money shall be distributed based on ATP-prescribed breakdowns and that the “*ATP must approve any changes in prize money*”.⁴¹ Likewise, Section XIV of the WTA Rulebook prescribes the specific formula that each WTA Tour must use to determine the prize money it allots to players.
- d. **The ITF Tours are subject to the same restrictions.** The Governing Bodies have agreed to similar restrictions on prize money, ensuring that: (i) the ITF’s World Tennis Tours (the entryway into a professional career) maintains lower prize money than the Tournaments in the Tours; and (ii) the Tournaments in the

provides that “*The sanctioning National Association and/or where applicable the Tournament Organiser shall be liable for and pay the prize money to all players participating in the Tournament in accordance with the breakdowns stated in Section XII, Prize Money and [ATP/WTA]/ITF Points.*”

⁴⁰ See Section 3.08(B)(1)(a) of the ATP Rulebook (link available [here](#)), and Section IX.E of the WTA Rulebook (link available [here](#)).

⁴¹ In addition, Section 3.19 of the ATP Rulebook states that the yearly aggregated base prize money for all ATP Masters 1000 Tour Tournaments will increase by 2.5% per year. This increase shall be divided as determined by the tournaments. Section 3.20 of the ATP Rulebook states that the annual prize money for all ATP 500 Tour Tournament will increase in line with the 2-year average growth percentage of all 500-level ATP tournaments, up to a maximum of 2-year average growth percentage multiplied by 1.167, and be split equally between all 13 500-level events. Section 3.21 of the ATP Rulebook states that 250-level tournament prize money will increase annually by an aggregate of 2.5%, split equally across each 250-level event.

Tours have lower prize money on offer than the ITF's premier competitions, the Grand Slams.

B. Name, Image and Likeness (“NIL”) Rights

- (45) **Compensation for NIL rights is restricted.** The Governing Bodies further restrict players' earning potential by including equivalent requirements in the Rulebooks that the players assign for no compensation, as a condition of participation in Tournaments, certain name, image and likeness rights for use in media, advertisements and promotion of ATP Tour, WTA Tour, World Tennis Tour and Grand Slam events.⁴²

C. Endorsements / Sponsorships

- (46) **The Governing Bodies restrict the players from entering into sponsorship and endorsement agreements with enterprises in certain industries, despite the fact that the Governing Bodies enter into agreements with those same enterprises.**

- a. Section 8.04(L)(1)(a)(vi) of the ATP Rulebook provides that “*companies associated with tennis gambling will be prohibited from any endorsements on player clothing. ATP reserves the right to prohibit any identification it deems not to be in the best interest of the game and/or ATP*”.
- b. The WTA Rulebook includes equivalent provisions at section VII(B)(8), as does the Grand Slam Rulebook at Article III.C.2.K of the Code of Conduct.
- c. Appendix F.3 of the ITF Regulations likewise prohibits sponsorship relating to “*hard liquor products, betting companies, political activity or other category deemed to be detrimental to the sport of tennis, as reasonably determined by the [ITF] in consultation with the applicable National Associations.*” Players are prohibited from promoting companies that sell these products on their clothing or equipment.⁴³

D. Ranking Points

- (47) **Players' opportunities to compete in tournaments are determined by players' ranking points, i.e. units awarded to (and taken from) the players, which can only be earned only at very specific, sanctioned ITF events.** The ranking points depends on the players' *performance*, as well as the *frequency* in which the players agree to play. In particular:
- a. The ATP Rulebook regulates the eligibility of tournaments that can award ATP Ranking Points. Specifically, *only* ATP Tour and Challenger events, the Grand

⁴² See Section 1.12(A) of the ATP Rulebook and Article 3.2(e) of the ATP Bylaws. Equivalent requirements are included at Section VII(B)(7) of the WTA Rulebook, Sections III.J.2 and III.J.3 of the ITF Regulations and Section I.E. of the Grand Slam Rulebook. Section 1.13(F) of the ATP Rulebook further prescribes that professional tennis players are obligated to participate upon request “*in up to two (2) sets of activities / days for promotional purposes as arranged by ATP*” which “*may take place outside of an ATP Tour tournament week and/or location*”.

⁴³ Article IV.C(3)(d) of the Code of Conduct, ITF Regulations.

Slams, and certain ITF events are allowed to give out Ranking Points.⁴⁴ The ATP Rulebook then dictates that whether players are accepted into tournaments shall be determined by (a) a formula derived from the Ranking Points and (b) any penalties they receive for missing or withdrawing from tournaments.⁴⁵ In the ATP, a player's ranking is determined by calculating his total points from a maximum of 19 events over the preceding 52-week time frame: the four Grand Slams; the eight mandatory ATP Tour Masters 1000 tournaments; and his best seven results from the United Cup, all ATP Tour 500, ATP Tour 250, ATP Challenger Tour, and ITF Men's tournaments.⁴⁶

- b. The WTA Rulebook also regulates the eligibility of tournaments that can award WTA Ranking Points. Specifically, *only* certain ITF events, WTA Tour and WTA Challenger events, and the Grand Slams are allowed to give out Ranking Points.⁴⁷ The Rulebook then dictates that a player's ranking is determined according to a formula derived from the WTA Ranking Points.⁴⁸

E. Closed Tournament Structure

(48) **The ATP and WTA Bylaws and Rulebooks tightly control the status, membership, and categorization of the Tours, and dictate which tournaments are entitled to take place at given times and in given geographies.** Specifically:

- a. Section 1.02 of the ATP Rulebook states that each ATP tournament is assigned a "specific tournament week" in the ATP calendar, and Section 1.05 states that tournaments cannot request to change geographic location with less than six months of prior notice to the ATP.⁴⁹
- b. Similarly, Section XII(B) of the WTA Rulebook states that any new tours applying to be a part of the WTA schedule must be "geographically and temporally appropriate".
- c. Moreover, in January 2023, the ATP launched Phase One of its OneVision plan, providing "category protection" for Tour Tournaments, such that they will continue operating 1000-level events for 30 years and 500-level events for 10 years without the potential to be replaced by an alternative tournament. In practice, this means new tournaments are blocked from entering the Tour at the elite levels, even if these tournaments could provide better prize money and benefits for players or a better fan experience.

F. Non-Compete Rules

⁴⁴ See Section 9.02(A) of the ATP Rulebook.

⁴⁵ See Sections 9.02(C) and 9.03(A-B) of the ATP Rulebook.

⁴⁶ See Section 9.02 of the ATP Rulebook. A doubles player's ranking does not include the Nitto ATP Finals, which counts as a 20th event for singles players. See [here](#).

⁴⁷ See Section VIII.5 of the WTA Rulebook.

⁴⁸ See Section VIII.4 of the WTA Rulebook.

⁴⁹ For example, in 2024, the ATP announced it would be dropping three popular 250-level tournaments (Newport, Cordoba and Lyon) for the 2025 season, later followed by Atlanta.

(49) **If tournaments lose status as a sanctioned event, the Governing Bodies impose two-year post-term non-compete obligations preventing them from hosting competing tournaments.** Specifically:

- a. Pursuant to Section 5.16 of the ATP Bylaws, ATP Tour Tournaments (and their owners and executives individually) are not allowed to directly or indirectly engage in or operate any male professional tennis event where at least five male players who had a ranking between 1 and 50 in the two years prior to the commencement of the event are invited to compete within the same country where the ATP Tour, or the owner of an ATP Tour Tournament, operated its former event for two full calendar years ending December 31 following the ATP Tour Tournament's termination.
- b. Pursuant to Section 2.7 of the WTA Bylaws, each WTA Tour Tournament, and any person with an ownership interest in a WTA Tour, is not allowed to directly or indirectly engage in, own, or operate, or have a direct or indirect financial interest in any professional tennis competition in the same city in which the WTA Tour Tournament operates or last operates, within a radius of 125 miles, or within the event's same generally recognised area, "as determined by the CEO"; or in which at least five women players who have or had a WTA singles ranking between one and five at any time during the two years prior to the commencement of such event are invited to compete; or that is being operated under a name that is any way similar to the name the WTA Tour Tournament operated under as a member of the WTA. These restrictions remain in effect for two full calendar years ending December 31 following the WTA Tour Tournament's termination from the WTA.

G. Mandatory Participation / Penalties for Non-Sanctioned Events

(50) **The Governing Bodies ensure participation in their tournaments by way of mandatory participation rules enshrined in the ATP and WTA Rulebooks.** Specifically:

- a. Section 1.07(C) of the ATP Rulebook states that the top 30 players become 'Commitment Players'. Pursuant to Section 1.07(D) of the ATP Rulebook, a Commitment Player is required to compete in all ATP Tour Masters 1000 tournaments he is accepted into, the Nitto ATP finals (if qualified) and four ATP Tour 500 tournaments, one of which must be held following the US Open.
- b. Moreover, the WTA rules go even further, as mandatory participation and special event rules bind all players (not just high-ranking players). Pursuant to Section II.A.1 of the WTA Rulebook, each WTA member player who is accepted into the main draw of a WTA 1000 Mandatory Tournament must play.⁵⁰ Moreover, under Section II.A.2 of the WTA Rulebook, all players who are accepted, *or would have been accepted if they entered*, in six or more WTA 500 Tournaments must play in six WTA 500 tournaments.⁵¹

⁵⁰ See Section II.A.1 of the WTA Rulebook.

⁵¹ See Section II.A.2 of the WTA Rulebook.

- (51) **Players participation is enforced through penalties (i.e. monetary fines, which are dependent on the player’s ranking) for playing in non-sanctioned events and fines for withdrawal, even if the player is withdrawing for good cause.** Players are prevented from competing in any non-sanctioned event that is scheduled within a certain time frame and geographic radius of sanctioned events. These restrictions apply to ATP or WTA tournaments for which the ATP commitment player or WTA player has *not even qualified*. As a result, even if the ATP commitment player or WTA player is unable to play in an ATP or WTA tournament for a legitimate and proper reason, he or she may not play in any other tournament or in any exhibition that comes within the specified geographic ambit. Specifically:
- a. Section 1.14 of the ATP Rulebook prohibits male commitment players from playing in any event other than a Grand Slam, ATP Tour tournament, or ATP Challenger Tour tournament if the tournament is scheduled (i) within the tournament weeks of any ATP Tour Master 1000 tournament, ATP Tour 500 tournament, or the Nitto ATP Finals (single or doubles); (ii) within 30 days before or after the tournament weeks of any ATP Tour Masters 1000 tournament, ATP Tour 500 tournament, or the Nitto ATP Finals (singles of doubles), if the event is located within 100 miles of the tournament or in the same market of the tournament, as determined by the ATP CEO; or (iii) within the period of any ATP Tour 250 tournament if the event is located within 100 miles of the tournament or in the same market area of the tournament as determined by the ATP CEO.
 - b. Similarly, Section XVII(E)(3) of the WTA Rulebook prohibits WTA player members from competing in any non-WTA or non-ITF event that is scheduled (i) 60 days before or 30 days after the WTA Finals, a WTA 1000 Mandatory, a WTA 500, or a WTA 250 tournament if the event is located either within 125 miles of the event or within the same market of the tournament, as determined by the CEO; (ii) during the same week as the WTA Finals, a WTA 1000 Mandatory, WTA 500, or WTA 250 Tournament; or (iii) during the same week as a WTA 125 Tournament in which the player is entered. The penalty for violating this rule is a fine depending on a player’s ranking—the higher the player is ranked, the greater her fine.⁵²

H. Arbitrary and Capricious Procedural Rules

⁵² To further highlight the unreasonableness of the participation rules, the WTA even has a rule that *prevents* its players from competing in a 250-level tournament if they are deemed too good. Pursuant to Section III.B.1.iii of the WTA Rulebook, the WTA prohibits 250-level tournaments from allowing more than one female player ranked in the top ten in the world to play in their event. As a result, top players are unable to select the events in which they wish to participate and, in ascending the global rankings, may find themselves without an opportunity to play a scheduled event even if they had already entered. Recently, Madison Keys lost the opportunity to compete in the 250-level ATX Open in Austin, Texas in March 2025 because she won consecutive tournaments at the 500-level Adelaide International and the Australian Open in January 2025, causing her to shoot from the 20th to 7th ranked player in the world. As the ATX Open already had another top-ten player scheduled to play, it had to preclude Keys from participating even though she had planned to compete in Austin for months.

- (52) **The Governing Bodies impose compulsory agreements, waivers of claims and arbitration provisions upon players as a condition of participation and competition in the Tours.** Specifically:
- a. Section 8.07 of the ATP Rulebook requires ATP players to submit any dispute between himself and the ATP or any Tour Tournament that relates to the application of the ATP Rulebook to Swiss arbitration. Additionally, in order to enter into an ATP Tour or ATP Challenger Tour tournament, all players must be ATP members, must pay ATP membership dues, and must sign a ‘Consent and Agreement Form’, a contract which binds players to the ATP’s rules, Bylaws, resolutions, and regulations, and subjects them to the oversight of the ITIA.
 - b. Section XIX.B.1 of the WTA Rulebook similarly requires WTA players to submit any dispute between herself and the WTA or any Tour Tournament that relates to the application of the WTA Rulebook to arbitration. Additionally, in order to play in any WTA event, a player must sign the WTA Annual Player Form, in which players agree to be bound by the WTA Rulebook, the WTA Bylaws, “*and the decisions, rulings, and actions of the WTA Tour, the WTA Tour Board of Directors . . . and the WTA Tour CEO with respect to all matters within their respective jurisdictions . . .*.” Like the ATP, the WTA’s Bylaws also expressly require that WTA players agree to be bound by the WTA Bylaws and Rulebook.
 - c. Section 3.2(d) of the ATP Bylaws states that, as an essential condition of membership, each professional player on the ATP Tour must waive any claim or demand he has against the ATP CEO, the ATP Tour, or any ATP tournament, among other entities, in connection with any decision or action such entities take with respect to membership in the ATP. Section 2.5(d) of the WTA Bylaws likewise states that, as an essential condition of membership, each professional player on the WTA Tour must waive any claim or demand she has against the WTA, any WTA tournament, and the ITF, among other entities, in connection with any decision or action such entities take with respect to matters within their jurisdiction under the WTA Rulebook.
- (53) Moreover, as a condition of membership of the ATP, WTA, and ITF, and of being included in the ATP and WTA Rankings, players must agree to submit to, and be bound by, the Governing Bodies codes of conduct and investigation processes, as well as the ITIA’s TACP and TADP.

II. **LEGAL FRAMEWORK**

A. **Application of UK Law to Sport**

- (54) **Sport activities are not exempted from the application of competition rules.** Although sport fulfils certain important, non-economic functions (such as education, public health, and social recreation), the Court of Justice of the European Union (“CJEU”) and the European Commission (“**Commission**”) have consistently found that economic activities in the field of sports do not escape the application of

competition law.⁵³ Notably, as recently stated by the CJEU, “[i]n so far as it constitutes and economic activity, the practice of sport is subject to the provisions of EU law applicable to such activity”.⁵⁴ Apart from rules which are adopted solely on non-economic grounds, “the rules issued by sporting associations and, more broadly, the conduct of the associations which adopted them come within the scope of [EU competition law] where the conditions of application of those provisions are met [...], which means that those associations may be categorised as ‘undertakings’ within the meaning of Articles 101 and 102 TFEU or that the rules at issue may be categorised as ‘decisions by associations of undertakings’ within the meaning of Article 101 TFEU”.⁵⁵

- (55) **Consistent interpretation of EU and UK competition laws.** The principle enshrined in the Chapter I and Chapter II prohibitions are nearly identical to those of Articles 101 and 102 of the Treaty on the Functioning of the European Union (“**Article 101 TFEU**” and “**Article 102 TFEU**”). Pursuant to Section 60A of Act, courts within the United Kingdom and the CMA have an obligation to interpret the competition law of the United Kingdom consistently with that of the European Union prior to 1 January 2021, save where they consider it “*appropriate to act otherwise in light of*” a series of specific statutory factors. Moreover, under section 60A(7)(e) of the Act and section 6(2) of the European Union (Withdrawal) Act 2018, the courts of the United Kingdom and the CMA are entitled to, and do,⁵⁶ have regard to and apply decisions of the CJEU delivered on and after 1 January 2021.
- (56) The Complainants are not aware of sport activities having been previously investigated by the CMA, or UK competition law having been applied recently (post-January 2021) to sport-related cases by the courts of the United Kingdom. As such, the remaining of this Section references the most relevant CJEU’s judgments and the Commission’s decisional practice, as appropriate.

B. Market Definition

a) Product market

- (57) **The allegations that are subject of this Complaint should be assessed on the basis of a relevant market comprising the organisation and commercial exploitation of professional tennis events. The relevant market should be limited to professional tennis and should not include other sports.** This approach reflects the following considerations.
- a. **Different types of sport have previously been found to belong to different markets.** This reflects the fact that: (i) demand from consumers to watch events associated with one sport (whether in-person, on television, online etc.) is unlikely to be substituted with events associated with other sports (although

⁵³ See, e.g., Case 36/74 *Walrave and Koch*, paragraph 4; Case 13/76 *Donà*, paragraph 12; Case C-415/93 *Bosman*, paragraph 73; Joined Cases C-51/96 and C191/97 *Deliège*, paragraph 41; Case C-519/04 P *Meca-Medina v Commission*, paragraph 22. See, also, Commission’s White Paper on Sport, COM (2007) 391.

⁵⁴ See Case C-124/21 P *International Skating Union v Commission*, paragraphs 91-96.

⁵⁵ *Ibid.*

⁵⁶ See, e.g., *TuneIn Inc v Warner Music UK Ltd* [2022] 2 All ER 35, paragraphs 90-91, referring to a judgment of the CJEU delivered after 31 December 2020 as “*highly persuasive*” for a series of reasons.

secondary demand by broadcasters, sponsors etc. may be substitutable with other sports); (ii) there is virtually no supply-side substitutability between organising and commercially exploiting one sport and another sport; and (iii) there is only very exceptionally any ability for athletes to switch to different sports.⁵⁷

b. **The organisation and the commercial exploitation of sporting events (within a certain sport) have previously been found to belong to the same market**, including both organisational aspects (such as rule-setting, event calendars, entry of athletes, appointment of referees and other technical staff), and commercial exploitation aspects (such as marketing of events and sale of media and sponsorship rights).⁵⁸ This approach would also be appropriate in the present case. In particular:

i. The Governing Bodies control (together and individually, within each one's remit, and via their members) professional tennis, by determining scheduling, rules and promotion of professional tennis globally, and by commercially exploiting events (e.g. by way of selling media and sponsorship rights, tickets and merchandise). The Governing Bodies and their members are therefore both in charge of the organisational aspects of events, and of the commercial exploitation of such events.

ii. In order to be able to organise and commercially exploit professional tennis events, organisers must secure services that constitute necessary inputs for the event to take place and for revenues to be generated, such as (i) the services of athletes, technical staff (match officials and other relevant personnel) and equipment manufacturers; (ii) the hiring or acquisition of the premises where the event will take place; (iii) other relevant services (such as insurance or ad-hoc security). The athletes' services can be attracted by the award of prize money for successful participation in tennis events. Organisers and promoters of tennis events are thus the buyers of professional tennis players' services.

iii. The organisation and the commercial exploitation of professional tennis events are therefore intertwined. However, even if the organisation and exploitation were deemed to be separate markets, the rules and practices addressed in this Complaint would still be capable of restricting competition on each of those markets, as a result of the strong market position and significance of the role of each of the Governing Bodies as regulators and organisers of events.

c. **A distinction was previously considered between national vs international sports events based on the fact that different rules apply depending on the nature of the events, as well as on their different economic significance.**⁵⁹ Such distinction is also true for tennis events, since the Governing Bodies rules only apply to professional tennis, which is international in nature, and is

⁵⁷ See Case AT.40208 *International Skating Union's Eligibility rules*, paragraphs 87-97.

⁵⁸ *Ibid*, paragraphs 98-105.

⁵⁹ *Ibid*, paragraphs 106-110.

significantly more important economically compared to national, non-professional tennis.

- d. **The distinction between male and female sports events is not relevant for purposes of this assessment.** Finally, while the Complainants are not aware of a distinction between male and female sport events having previously been considered, in the present case such distinction may be appropriate, in light of the following considerations:
- i. Men's and women's international tennis events are presented separately and on different broadcasting channels. For example, TVE broadcasts all WTA events in Spain, but only the ATP's Madrid Masters event. ATP and WTA events also do not always take place in the same location. For example, the ATP 250 Hong Kong Open coincides with the WTA 250 ASB Classic in New Zealand. Tickets for ATP and WTA events are sold separately.
 - ii. There are significant differences in average prizes of men's and women's tennis events. For example, the men's prize fund for the 2023 Dubai Championships, an ATP 500 event, was nearly \$3 million, while the women's prize for the WTA 500 Charleston Open was c. \$780,000. At 250 level games, the average prize money for ATP players is approximately \$642,735, which is nearly three times the number for the parallel WTA competition where the prize money usually totals \$259,303. The ATP and WTA also impose different prize rules for their tournaments. For example, WTA 1000 event prize money is raised by 3% per year and ATP Masters 1000 event prize money by 2.5% per year.⁶⁰ The main exception with regards to prize money is the Grand Slams, paying male and female players on parity since 2007.⁶¹ However, there are differences in the ticket prices to attend men's tennis events and women's tennis events, including the Grand Slams. For example, for the US Open Finals, men's ticket prices range from \$681 to \$23,000, while women's ticket prices range from \$338 to \$3,058.
 - iii. There are significant differences in the growth rates of the market for men's tennis events and women's tennis events. For example, public sources report that in 2021, the ATP generated a record \$176.8 million in revenue, while the WTA revenue was only \$87.8 million, declining from its 2019 record of \$109.7 million.
 - iv. There is no cross-participation in men's and women's tennis events, which are limited to the respective genders.

⁶⁰ See Section XIV(B) of the WTA Rulebook; Section 3.19(A) of the ATP Rulebook .

⁶¹ Moreover, most (but not all) combined Masters 1000 (fielding both men and women) have an equal pay scheme (e.g., Indian Wells, Miami, etc.).

- v. In any event, the contested rules are substantially equivalent regardless of gender, and as such they are equally capable of restricting competition.

b) Geographic market

(58) **The Complainants consider that the market for the organisation and commercial exploitation of professional tennis events is worldwide in scope.**⁶² This reflects the fact that professional tennis is a global sport, with the same rules and standards being applied to all competitions globally. In particular:

- a. **Global nature of events.** Each of the ITF, ATP and the WTA organise events globally, and the membership includes tournament organisers at events worldwide and the tennis players who participate in any ITF, ATP or WTA event globally.
- b. **Global coordination of events.** The ITF coordinates and governs tennis globally, and regulates and oversees a number of professional tennis competitions globally. Moreover, the ITF has members globally, comprising 200 member national associations, which are the national tennis federations of nearly every country in the world.
- c. **Global regulation of events.** The ATP regulates and oversees professional men’s tennis competitions globally (except for those regulated and overseen by the ITF globally), and the WTA regulates and oversees professional women’s tennis competitions globally (except for those regulated and overseen by the ITF globally). From a supply perspective, different locations are substitutable, as it would be possible to host events in different locations or to move location. The ranking points system at these events also operates globally.
- d. **Global audience.** Professional tennis events attract a global audience, who watch the events in-person, on television, or online, and media rights for professional tennis events are similarly sold worldwide to national broadcasters.

C. Key Principles under the Chapter I and Chapter II prohibitions

a) The Governing Bodies as undertakings and associations of undertakings

(59) **Broad nature of concepts of undertaking and association of undertakings.** An association of undertakings is defined as a “*self-standing entity with ongoing existence*” that represents the interests of its members.⁶³ The CJEU has traditionally given a broad meaning to the concept.⁶⁴ Moreover, in *International Skating Union*, the Commission

⁶² In particular, in *International Skating Union* (paragraph 114) the Commission found that, in relation to international speed skating events, the market was worldwide because: (i) the ISU events are not limited to continental areas; (ii) the ISU has members all over the world and there is supply substitution between different locations capable of hosting events; (iii) the same rules and standards apply to all international competitions in the discipline; and (iv) international sports events attract a global audience.

⁶³ See *Sel-Imperial Ltd v The British Standards Institution* [2010] EWHC 854 (ch), paras 36-46.

⁶⁴ See, e.g., Case C-309/99 *Wouters*, paragraphs 56 and 64. In its opinion in *Wouters*, AG Léger also noted that the concept of an association of undertakings ensures that Article 101 “*covers not only direct methods*

found that “[a]s a general rule, an association of undertakings consists of undertakings of the same general type and makes itself responsible for representing and defending their common interests vis-à-vis other economic operators, government bodies and the public in general”.⁶⁵ The Commission also found that an international sport association can be both an undertaking to the extent they themselves carry out activities of an economic nature, and also be associations of undertakings if their members carry out activities of an economic nature.⁶⁶

(60) **Acts of professional bodies as decisions of associations of undertakings.** ‘Decisions’ have typically been broadly defined to include rules, recommendations, “*resolutions of the management committee or of the full membership in general meeting, binding decisions of the management or executive committee of the association, or rulings of its chief executive.*”⁶⁷ Critically, the key consideration is whether the object or effect of the decision is to “influence the conduct or coordinate the activity of the members.”⁶⁸ Moreover, acts of professional bodies have been held to amount to decisions of associations of undertakings.⁶⁹ In relation to sport bodies specifically, the CJEU has consistently found that rules imposed by sport associations constitute decisions of an association of undertakings.⁷⁰ For example, in *SA Royal Antwerp Football Club*, the CJEU found that a rule of an association of football constituted a decision of an association of undertakings as it directly impacted the conditions for engaging in the economic activity of organising and commercially exploiting international football events.⁷¹ Where the rules of the association coordinate the behaviour of its member undertakings, these rules constitute a decision of an association of undertakings.

(61) **In this case, it is submitted that each of the Governing Bodies amount individually to undertakings and associations of undertakings within the meaning of the Chapter I and Chapter II prohibitions, and the rules and practices that are being challenged as part of this Complaint are economic in nature.** In this respect, the following points are relevant.

- a. **ITF.** The ITF organises and oversees the Davis Cup, and is a voting member on the Grand Slam Board, through which the ITF regulates and organises the Grand Slams. As such, the ITF engages in the economic activity of the organisation and commercial exploitation of international tennis events and is properly regarded as an undertaking. The ITF is comprised of 200 member National Associations. These are national tennis federations of nearly every country in the world. These member associations carry out the same economic activity of organising and exploiting tennis events. The ITF sets rules for and represents

of coordinating conduct between undertakings (agreements and concerted practices), but also institutionalised forms of cooperation... in which economic operators act through a collective structure or common body.”

⁶⁵ See Case AT.40208 *International Skating Union's Eligibility rules*, paragraphs 143-145.

⁶⁶ *Ibid*, paragraph 137.

⁶⁷ See OFT 401, *Agreements and concerted practices*, paragraph 2.9

⁶⁸ *Ibid*, paragraph 2.9.

⁶⁹ See, e.g., Case C-309/99 *Wouters*, paragraphs 56 and 64.

⁷⁰ See Case C-124/21 P *International Skating Union v Commission*, paragraph 93; Case C-333/21 *European Super League*, paragraph 179; Case C-650/22 *Diarra*, paragraphs 119-120; and Case C-680/21 *SA Royal Antwerp Football Club*, paragraphs 81-82.

⁷¹ Case C-680/21 *SA Royal Antwerp Football Club*, paragraphs 81-82.

the interests of these associations. The ITF is thus also properly regarded as an association of undertakings.

- b. **ATP.** The ATP is active in the organisation and commercial exploitation of international tennis events. The ATP is therefore an undertaking. In addition, the ATP consists of a combination of Player Members (professional athletes) and Tour Tournaments (undertakings that organise male professional tennis tournaments). The Tour Tournaments are undertakings which carry out activities of the same economic nature. The existence of non-undertaking members (the players) does not exclude the association from being an association of undertakings within the meaning of the Chapter I prohibition.⁷² This should especially apply to an association such as the ATP, where the consistent voting history makes clear the power imbalance between the two member classes.
- c. **WTA.** The WTA is active in the organisation and commercial exploitation of women's international tennis events. The WTA is therefore an undertaking. The WTA is similarly constituted of different member classes: (i) Player Members (players); (ii) Tour Tournaments (tournament owners); (iii) the Federation Member (the ITF) and; (iv) the WTA Board Chairman. This means that the voting majority of the members that are undertakings is even greater than in the ATP. The same logic applies, and the existence of non-undertaking members does not exclude the WTA from being an association of undertakings. The WTA is properly regarded as an association of undertakings.

b) Governing Bodies as dominant undertakings

- (62) **Concept of dominance.** A dominant position “relates to a position of economic strength enjoyed by an undertaking which enables it to prevent effective competition being maintained on the relevant market by affording it the power to behave to an appreciable extent independently of its competitors, its customers and ultimately of consumers.”⁷³ As such, an undertaking is dominant if it has substantial market power, which arises where an undertaking does not face sufficiently strong competitive pressure.⁷⁴
- (63) **Each of the ATP, the WTA and the ITF may be considered dominant.** As set out above, each of the ATP, the WTA and the ITF is properly classified as an undertaking within the meaning of the Chapter II prohibition. Within the market for the organisation and commercial exploitation of professional tennis events, each of these entities may be considered dominant, regardless of whether a separate distinction is made between male and female sport events. This is because:
 - a. **The ATP and the WTA enjoy a near monopoly and monopsony power in respect of their activities.** Within their remit, each of the ATP and WTA have

⁷² See Case AT.39510 *Ordre National des Pharmaciens en France*, paragraph 591.

⁷³ See 1001/1/1/01 *Napp Pharmaceutical Holdings Limited and Subsidiaries v Director General of Fair Trading* [2002] CAT 1, paragraph 156, citing paragraph 38 of Case 85/76 *Hoffman-La Roche v Commission*.

⁷⁴ See OFT 402, *Abuse of a dominant position*, paragraphs 4.11-4.12.

uncontested regulatory powers and a (de facto) ability to “*determine whether and, as the case may be, in what conditions, other undertakings may have access to the relevant market*”.⁷⁵ As players are tied into participating in the ATP/WTA tournaments, under the threat of fines and loss of eligibility for participating on non-sanctioned tournaments, players will only participate in the tournaments offered by the ATP/WTA. A tournament host could not enter the market if it did not have players to play its tournaments. It is therefore necessary to obtain sanctioned-tournament status for entry to the market. This high barrier to entry gives the ATP and WTA control over when undertakings can access the relevant markets.

- b. **The ITF also enjoy similar power in respect of its activities.** The ITF is a member of the Grand Slam board and plays a role in the organisation of the Grand Slam tournaments (4 prestigious annual tournaments). The ITF also works with the ATP and WTA to determine the scheduling, rules and promotion of professional tennis globally, thereby being implicated in both male and female sports events. The Grand Slams are more prestigious than the ATP/WTA Tour tournaments, and offer substantially different prizes. For example, the winner’s prizes for Wimbledon and the French Open (Grand Slam events) in 2024 were GBP 2.7 million and EUR 2.4 million, respectively. By contrast, the BNP Paribas Open (one of the best paying ATP tournaments) offered just over USD 1 million to its winner.
- c. **Since each of these undertakings is able to act independently on the market, each undertaking has a dominant position.** Moreover, as these undertakings regulate tennis events across the UK (and globally), the dominant position is held within the UK.

c) **Rules of sport associations as ‘by object’ restrictions, or abuses of dominance**

(64) **As recently clarified, rules of sport associations may amount to anticompetitive decisions of associations of undertakings by object, and/or an abuse of dominance, insofar as, by adopting such rules, the associations effectively misused their (de facto) regulatory powers.** Notably, in *Super League* the CJEU held that rules by football associations may constitute decisions by associations of undertakings having as its object the prevention of competition, and/or may amount to an abuse of dominance, insofar as the associations do not have a built-in “*framework for [ensuring] that [the rules] are transparent, objective, non-discriminatory and proportionate*”.⁷⁶ It follows that, in order not to infringe competition rules, private bodies with regulatory powers governing an entire sport must act within a framework providing for substantive criteria and detailed procedural rules suitable for ensuring that they are transparent, objective, non-discriminatory and proportionate.

(65) **In this context, it is also noted that the same conduct may give rise to an infringement of the Chapter I and Chapter II prohibition simultaneously where their respective conditions of application are met.** This is because, albeit with

⁷⁵ See Case C-49/07 *MOTOE*, paragraph 38.

⁷⁶ See Case C-333/21 *European Super League*, paragraph 179.

different means, these provisions ultimately pursue the same objective of safeguarding effective competition.⁷⁷

d) Exemptions and objective justification

- (66) **Exemptions from the Chapter I prohibition.** An agreement or decision of associations of undertakings may be exempted from the Chapter I prohibition insofar as it satisfies the criteria of Section 9(1) of the Competition Act. To meet the criteria, an agreement must meet four cumulative conditions: (i) The agreement must contribute to improving production or distribution or to promoting technical or economic progress; (ii) Consumers must be allowed a fair share of the resulting benefit; (iii) Only restrictions indispensable to achievement of those objectives can be imposed on the parties concerned; and (iv) The undertakings should not be afforded the possibility of eliminating competition in respect of a substantial part of the products in question.⁷⁸ In applying the exemption, the CMA has indicated that it will have regard to the European Commission's *Guidelines on the application of the Chapter I prohibition in the Competition Act 1998 to horizontal agreements* and guidance on the *Vertical Agreements Block Exemption Order*.⁷⁹
- (67) **Objective justification under the Chapter II prohibition.** Similarly, abusive conduct may escape prohibition if it can be demonstrated that the conduct is objectively necessary, and/or generates efficiencies that outweigh the anticompetitive effects.⁸⁰ Case law indicates a high degree of necessity must be demonstrated to justify anti-competitive conduct and the conduct must be proportionate.⁸¹ For the efficiency defence, it requires evidence that the efficiency gains are concrete and counteract the likely harmful effects on competition and consumer welfare; and that the conduct is necessary for the achievement of those gains, and does not eliminate all or most existing sources of actual or potential competition.⁸² Furthermore, such gains must be assessed objectively.⁸³

III. ASSESSMENT

- (68) **It is a fundamental principle of UK competition law that companies must determine their pricing policy independently from each other, and that undertakings should be allowed to compete freely, in order for market dynamics to work effectively.**
- a. For this reason, price fixing has consistently been ranked among the most serious violations of UK competition law. Importantly, price fixing covers

⁷⁷ See Case C-333/21 *European Super League*, paragraph 119. See, further, Case C-66/86 *Saeed Flugreisen and Silver Line Reisebüro*, paragraph 37; Case C-395/96 P and C-396/96 P *Compagnie maritime belge transports and Others v Commission*, paragraph 33; and Case C-307/18 *Generics (UK) and Others*, paragraph 146.

⁷⁸ See Section 9(1) of the Competition Act.

⁷⁹ See CMA 184, paragraphs 2.9-2.12; CMA 166, paragraphs 2.9-2.12.

⁸⁰ In relation to objective justification, see Case C-307/18 *Generics (UK) Ltd v CMA*, paragraphs 168-169.

⁸¹ See *Purple Parking Ltd v Heathrow Airport Ltd* [2011] EWHC 987 (Ch), paragraph 74; *Arriva The Shires Ltd v London Luton Airport Operations Ltd* [2014] EWHC 64 (Ch), para 134.

⁸² See Case C-333/21 *European Super League*, paragraph 204.

⁸³ See Cases 1251-1255/1/12/15 *Generics (UK) Ltd v CMA* [2021] CAT 9, paras 92-106.

practices involving not only the fixing of sale prices, but also the fixing of *purchase* prices: as clearly stated by Section 2(2)(a) of the Act, prohibited agreements include those that “*directly or indirectly fix purchase or selling prices or any other trading conditions*”.

- b. This principle has been applied in several cases in the past, where agreements between buyers to fix prices, or to agree on terms and conditions, were found to be unlawful, as they distorted the process of competition.⁸⁴ Similarly, Section 18(2)(a) of the Act also prohibits abusive conduct consisting in imposing unfair purchasing prices or other unfair trading conditions.
 - c. Moreover, Sections 2(2)(b) and 18(2)(b) of the Act also expressly prohibit, respectively, agreements or decisions by associations of undertakings and abusive conduct consisting in preventing and restricting competition by limiting or controlling key parameters of competition, such as production, markets, technical development or investment, thereby leading to the foreclosure of actual or potential rivals and consumer harm.
- (69) **Contrary to these principles, and in direct conflict with their role as sport regulators, the Governing Bodies place serious restrictions on the players’ ability to earn from the provision of their services**, in particular (but not limited to) in respect to the size and distribution of prize money pools available to players at each tournament, which is currently the only form of remuneration permitted for players’ services (other than some promotion work, where available, and for some players appearance fees in certain tournaments). The Governing Bodies also place serious restrictions on the players’ ability to participate in tournaments, other than those organised or sanctioned by the Governing Bodies, thereby forcing them to operate within the Governing Bodies system, and preventing them from offering their services to non-affiliated competing tournaments.
- (70) **As further explained below, these rules amount to anticompetitive decisions of associations, compounded by anticompetitive horizontal agreements, in breach of the Chapter I prohibition. The conduct of the Governing Bodies may also be construed as an abuse of a dominant position within the meaning of the Chapter II prohibition.** While each of these provisions in isolation amounts to a breach of antitrust rules, as explained below, taken together these provisions give rise to a web of restrictions which allow the Governing Bodies to tightly control the professional tennis market and foreclose competitors.
- (71) **Restrictions on Players’ Earning, Endorsement and Sponsorship Potential.** Firstly, the Governing Bodies have enacted and maintain a number of rules which place

⁸⁴ See, e.g., Case AT.40018 *Car battery recycling*, upheld on appeal in Case T-222/17 *Recyclex and others v Commission*. It is also a recognised principle that the Treaty rules are designed to protect not only the immediate interests of individual competitors or consumers, but also the structure of the market and competition as such. See, e.g., C-8/08 *T-Mobile*, where the CJEU held that Article 101, “*like the other competition rules of the Treaty, is designed to protect not only the immediate interests of individual competitors or consumers but also to protect the structure of the market and thus competition as such.*”.

severe restrictions on the players' ability to earn from their services. These include rules affecting:

- a. The size and distribution of prize money pools available to players at each tournament, which is currently the only form of remuneration permitted for players' services (other than some promotion work, where available, and for some players appearance fees in certain tournaments) (the "**Prize Rules**");
- b. The players' ability to use their name, image and likeness ("**NIL**") rights (the "**NIL Rights Rules**"); and
- c. The players' ability to accept or display sponsorships from companies in certain industries (the "**Off-Court Income Rules**").

(72) These rules have the object and effect of distorting market dynamics contrary to the Chapter I prohibitions, as the restrictions effectively prevent a competitive, free-market process from determining how much players should be paid. The Rules may also be held to infringe the Chapter II prohibitions. The considerable buyer power possessed by the ATP, WTA and ITF allows them to impose unfair purchasing prices and trading conditions on their suppliers which would *not* be possible absent the dominant position enjoyed by the Governing Bodies. The operation of the Rules in that manner is contrary to the duty placed on the Governing Bodies to exercise their power within an objective, non-discriminatory and proportionate framework, in light of the conflict of interest arising from the combination of their regulatory functions and economic activities. Although each of Rules constitutes an independent abuse, they are also mutually reinforcing and form part of an overall strategy aimed at preventing players to earn according to competitive market dynamics.

(73) **Restrictions on Competition between Tournaments.** Secondly, the ATP and WTA have also enacted and maintain a number of rules which place serious restrictions on the players' ability to participate in tournaments other than those organised or sanctioned by the ATP and WTA, thereby forcing them to operate within the ATP and WTA system, and preventing them from offering their services to non-affiliated competing tournaments. These include rules that:

- a. Limit the players' opportunities to compete in tournaments through the ranking points, which are available only at very specific, sanctioned ITF events ("**Points and Ranking Rules**");
- b. Dictate the tournaments that are entitled to take place at specific times and in specific geographies ("**Closed Tournament Structure Rules**");
- c. Strictly allocate to different tournaments specific calendar weeks and geographic regions in which those tournaments can stage events, thereby constraining the establishment of new professional tennis tournaments ("**Non-Compete Rules**"); and
- d. Compel mandatory participation in the tournaments they sanction, whilst penalising players for playing in non-sanctioned events as well as for withdrawal, regardless of the cause ("**Sanctions Rules**").

- (74) Through the Points and Ranking Rules, Closed Tournament Structure Rules, Non-Compete Rules, and the Sanction Rules, the Governing Bodies have created a structure through which they limit competition between them, and tournaments outside their ecosystem cannot attract the talent needed to be sustainable, making it impossible for those external tournaments to compete or exist.
- a. The Rules are in express violation of Section 2(2)(b) of the Act, which explicitly prohibits agreements or decisions by an association of undertakings which “*limit or control production, markets, technical development or investment*”. They also lack any objective justification, and are contrary to the duty placed on the Governing Bodies to exercise their power within an objective, non-discriminatory and proportionate framework, so as to prevent distortions of competition, in light of the conflict of interest arising from the combination of their regulatory functions and economic activities.
 - b. Moreover, in practice, it is also apparent that these rules have significant anticompetitive effects.
 - c. These rules also are an abuse of dominance, as the considerable buyer power possessed by the Governing Bodies allows them to impose unfair conditions and lead to significant foreclosing effects which could *not* be possible absent the dominant position enjoyed by the Governing Bodies.
- (75) **Imposition of Arbitrary and Capricious Procedural Rules.** Thirdly, by directing the ITIA in its enforcement of anti-doping and anti-corruption measures in professional tennis, the Governing Bodies have been engaging in abusive and arbitrary investigative processes that lack any sense of fairness or due process. As such, despite the anti-doping rules pursuing on paper a legitimate objective, the Governing Bodies have applied them in a manner that is manifestly disproportionate. Moreover, the requirement to submit all disputes between players and the ATP, WTA or ITF to arbitration – even if the dispute is based on competition law grounds – is unlawful as it prevents full and effective judicial scrutiny of the compatibility of the Governing Bodies’ actions with competition law.
- (76) Each of these anticompetitive rules is assessed in more detail below.
- A. Prize Rules**
- (77) **The Prize Rules are characterised by two aspects, as they include: (i) a restriction on the size and distribution of prize pools and (ii) a prohibition on paying players any form of fees other than prizes.** Specifically:
- (78) **ATP restrictions on size and distribution of prize pools.** Section 3.08(B)(1)(a) of the ATP Rulebook states that each tournament must pay the specific prize money as established by the ATP.
- a. Although the ATP frames its prize money regulation as a minimum award rather than a hard cap, it perennially publishes a schedule of the precise amount that may be paid to each player, depending on how successful the player is at the event.

- b. Moreover, the amount of prize money offered to players is strictly regulated depending on the tournament level.⁸⁵ In particular, no tournament that owns a 250-level tournament may award prize money that exceeds the lowest prize money award that any 500-level tournament offers, and no tournament that owns a 500-level tournament may award prize money that exceeds what any Masters 1000-level tournament offers.
 - c. As such, no tournament of a lower “rank” is permitted to compete with higher ranked tournament for the services of male professional tennis players through greater prize money awards. The ATP Rulebook further requires the ATP’s approval for any changes a tournament wishes to make to the prize money it offers to players.⁸⁶
- (79) **WTA restrictions on size and distribution of prize pools.** The WTA Rulebook similarly restricts how much money any individual tournament may pay to female players who compete at its event.
- a. Section IX.E and Section XII.D of the WTA Rulebook specify that each tournament must pay the specific prize money established by the WTA’s prize money “breakdowns” published on the WTA’s website. Like the ATP’s system, these “breakdowns” maintain the amount each tournament must pay to each player who competes at the tournament’s event, depending on how successful the player is at the event.
 - b. Moreover, the amount of prize money offered to players is strictly regulated depending on the tournament level.⁸⁷ For instance, no tournament that owns a 250-level tournament will award prize money that exceeds what any 500-level tournament offers, and no tournament that owns a 500-level tournament will award prize money that exceeds what any 1000-level tournament offers.
 - c. As such, no tournament of a lower “rank” is permitted to compete with higher ranked tournament for the services of male professional tennis players through greater prize money awards. As with the ATP Rulebook, the WTA Rulebook further subjects to the WTA’s approval any changes a tournament wishes to make to the prize money it offers to players. The tournament cannot adjust its prize money offerings without the WTA’s consent.⁸⁸
- (80) **ITF restrictions on size and distribution of prize pools.** Similarly to both the ATP and WTA, the ITF also restricts how much money tournaments can pay players. As a voting member of the Grand Slam Board, the ITF is able to have a decisive impact in

⁸⁵ The ATP Rulebook explicitly regulates how much money any individual Tournament Co-Conspirator may pay to male players who compete at its event. Section 3.08(B)(1)(a) of the ATP Rulebook states that each Tournament Co-Conspirator must pay the specific prize money as established by the ATP (link available [here](#)). Every year, the ATP publishes a schedule which states how much prize money a tournament provider should pay players at each tournament tier.

⁸⁶ See Section 3.08(B)(1)(a) of the ATP Rulebook.

⁸⁷ See Section IX.E of the WTA Rulebook.

⁸⁸ See Section IX.E of the WTA Rulebook.

the prize money amounts awarded to players. The ITF also organises the Davis Cup and sets the prize money for this in a non-public Financial Letter.

(81) **ATP and WTA prohibitions against paying anything other than prize money.** Finally, as regards the second aspect, Section 3.08(B)(1)(a) of the ATP Rulebook and Section IX.E and Section XII.D of the WTA Rulebook also require that the tournaments pay only the prize money, and not pay any financial reward based on the tournament organiser's discretion, financial ability, or economic incentives.

(82) **The Complainants understand that the Governing Bodies have also agreed with each other to apply the same rules, thereby reinforcing the rules described above.** In particular:

- a. As a co-owner of the United Cup—a tournament on the WTA Tour—ATP agrees to each of WTA's price-fixing schemes described above.
- b. Beyond expressly regulating prize money pay-outs within each of their respective tours, the ATP and WTA have agreed with each other and with the ITF to restrict the prize money any professional ITF, ATP or WTA tournament may offer to professional players.
- c. The ATP and WTA have agreed with each other not to raise the limits on prize money that each tour has codified in their respective Rulebooks. This cross-tour agreement is evident from the Rulebooks themselves: the ATP and WTA Rulebook provisions on prize money allocations mirror each other, revealing that each tour cooperates and coordinates in lockstep with the other to ensure that their respective tournaments do not raise the bar for player compensation.
- d. The ATP and its tournaments have made this agreement with the WTA and its tournaments to ensure that no tournament on either tour breaks from the agreement to put upward pressure on tournaments in the other tour to raise prize money pots. For instance, Section XIV.A of the WTA Rulebook specifies that the total prize money pots available to the female players competing at the Miami Open, the Madrid Open, the Beijing Open, and the BNP Paribas Open at Indian Wells must equal the total prize money pots that the ATP tournaments award on the men's side of each of those tournaments. In addition, the WTA Rulebook fixes the precise total prize money available at the United Cup—another tournament that is a member of both the ATP and WTA—with exactly half distributed to the male players and half distributed to the female players.
- e. Because the WTA and its tournaments agree to conform their prize money pots with the ATP's prize money system, the ATP and its tournaments never have to worry about pressure from male professional players to increase prize money pots on their tour, but instead know that the prize money they award at their events will never face competitive challenge from the women's side of the sport.
- f. The ITF has agreed with the ATP and WTA that tournaments on the ITF's men's and women's World Tennis Tours will abide by similar restrictions on the prize pots they award. As the entryway into a professional career, the ITF's World Tennis Tours are the lowest level of competition for both men and women

aspiring to compete on the ATP and WTA Challenger Tours and eventually on the ATP and WTA Tours. To ensure that the ATP and WTA maintain their own tours' respective supremacy over the World Tennis Tours in the pecking order, they have collectively agreed that no tournament on the ITF World Tennis Tours will outbid the ATP's and WTA's tournaments with superior prize money awards.

- (83) **The Prize Rules restrict competition by object contrary to the Chapter I prohibition.** Through the Prize Rules, the NIL Rights Rules and the Off-Court Income Rules, the Governing Bodies have set the purchase conditions for the services purchased from the players in a manner that significantly distort the process of competition in the supply of services of professional tennis players. The Rules are also contrary to the duty placed on the Governing Bodies to exercise their power within an objective, non-discriminatory and proportionate framework, so as to prevent distortions of competition, in light of the conflict of interest arising from the combination of their regulatory functions and economic activities. The following considerations are relevant.
- a. **As noted above, the ATP and WTA Rulebooks (in addition to the ITF in relation to the Davis Cup and Grand Slams) set the size of prize pools available to players at each tournament, and the formulas used to distribute prize pools, is set by the Governing Bodies in a way that is clearly divorced by any reasonable market dynamics,** as the ATP, WTA and ITF Tours organisers are capping the amount they are prepared to pay players for their services, as well as the form of payments that can be made for such services, *regardless* of the revenues they receive (although prize money may be *reduced* if the organiser has less audiences compared to the previous year).
 - b. **These rules amount to blatant anticompetitive price fixing restrictions, and are not justified by the pursuit of legitimate objectives (without prejudice to whether an arrangement of this nature could ever be justified).**
 - i. First, it is apparent that the Prize Rules do not make any explicit reference to legitimate objectives, such as the protection of the integrity of tennis, or the organisation and proper conduct of the sport.
 - ii. Second, the Prize Rules are also not indirectly linked to any legitimate objectives. In particular, the specific nature of sport does not call into question the fact that, under normal market conditions, the organisers would have to compete for the services of players, using prize money to attract their participation.
 - c. **Indeed, tournament hosts have historically demonstrated a willingness to compete on prize money to offer a more attractive tournament.** For example, Larry Ellison tried to increase the prize money for the ATP Indian Wells Open, but this was rejected by the ATP Board.
 - i. In a public statement, the ATP explained that the ATP Board's rejection of the increased prize money proposal was due to the restraints imposed

by the ATP's own Rulebook, not free market dynamics. Specifically, an ATP spokesperson confirmed that they “*would be happy to approve a prize money increase, if it complies with ATP rules on distribution.*” In contrast, the player representatives unanimously approved the increase proposed by Ellison as well as the distribution.⁸⁹

- ii. There is no attempt at putting forward a pro-competitive justification, let alone evidence that suggests this blatant price-fixing should not be understood as a by object restriction of competition. The ATP also cannot argue that these restrictions are necessary, as the anticompetitive scheduling restrictions it imposes ensure that players can, and indeed are compelled to, still participate in other tournaments which do not match this prize increase. Specifically, by rejecting Larry Ellison’s proposal, the ATP and WTA guaranteed that the BNP Paribas Open could not offer prize money commensurate with what each of the Grand Slams awards each year, thereby ensuring that no Grand Slam would face an economic threat from the tournament that already bills itself as the “Fifth Grand Slam” based on the quality of talent it draws and its reputation among the players.

- (84) **The Prize Rules have the effect of restricting competition contrary to the Chapter I prohibition.** As a result of the Prize Rules, the maximum prize level essentially prevents players from being able to see higher prices for their services. In the absence of such limitations, the Governing Bodies Tour organisers would be free to offer whatever prizes they choose in order to attract the best players. This would improve the quality of the tournament and the attractiveness of the event for sponsors, audiences and media partners. Moreover, without such payment structure there would be no stark pay disparities between top-ranked players and lower-ranked players, who are mostly forced to play for free. In particular, the agreements between the Governing Bodies and ITF that lower ranked tournaments will not offer prizes that exceed the prize of higher ranked tournaments cements a large income disparity between top and lower-ranked players. For this reason, the prizes offered by the ITF World Tennis Tour tournaments have never exceeded the prizes offered by the ATP/WTA tours. This hard ceiling on the prize lower tier tournaments can offer is fatal to any possible competition to offer more attractive prizes at these tournaments. And as a result, the income of lower ranked players is severely diminished. The Prize Rules have had a clear effect on competition for prize money, as illustrated below.
- (85) **The ITF has never permitted its World Tennis Tour tournaments to raise their prize money levels above what the ATP and WTA tournaments offer.** In turn, the ATP and WTA, together with their tournament organisers have ensured that no ATP or WTA tournament has ever raised prize money pots above what the Grand Slam tournaments offer players.
- (86) **The Prize Rules prevent tournaments from offering compensation based on free market dynamics.** While the Prize Rule ostensibly only sets a price floor, and the

⁸⁹ See Sports Illustrated, “*It's tournament versus ATP board in Indian Wells prize money dispute*”, 8 February 2013 (link available [here](#)).

tournaments are supposedly free to raise prize money as they wish, a tournament may only raise its prize money if it is approved by the tournament’s own competitors (through the Tour Boards). In practice one tournament would never willingly approve another tournament (its competitor) doing something that would make it more desirable – and there are very public instances of just that happening.

- a. As mentioned above, a notable example in this respect is the BNP Paribas Open at Indian Wells, a Tour Tournament on both the ATP Tour and the WTA Tour. In 2012, billionaire Larry Ellison, who owns the BNP Paribas Open, wanted to increase the total prize pool for players participating by \$1.6 million above the fixed price, \$800,000 each for the ATP and WTA sides. Ellison wanted to offer a more competitive tournament that would attract better player talent, draw television partners, and increase ticket sales and sponsorship revenues.
- b. However, the ATP denied the requested increase on the purported basis that it would upset other tournaments, which would feel pressure to pay players more as well. Ellison acquiesced to the Tours’ directives and artificially suppressed player pay. Indeed, the role of the ATP was publicly acknowledged: the ATP dispatched a Tour official to publicly confirm that the ATP Board had no interest in entertaining procompetitive prize pool increases. In a quote to a U.S. newspaper, the ATP official confirmed that the ATP Board’s rejection of the increased prize pool proposal was due to the collusive restraints imposed by the ATP Rulebook: *“We welcome tournaments increasing prize money, however, in this case, a tournament is proposing a distribution that is not in line with the ATP rules that players and tournaments themselves have agreed, and which every other tournament on Tour follows... We would be happy to approve a prize money increase, if it complies with ATP rules on distribution.”*⁹⁰

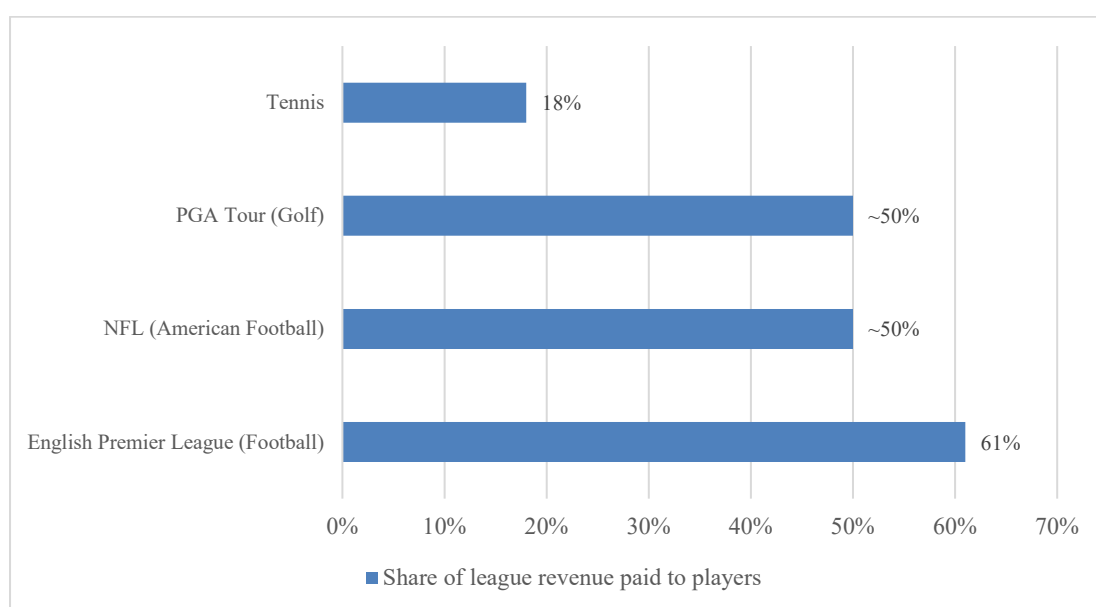
(87) **Without their anticompetitive prize pool restraints, tournaments would similarly be free to pay players what they deserve and provide the fan experiences that the sport’s continued growth requires.** The few areas in which the ATP, WTA and ITF permit the tournaments to compete and differentiate themselves have led to tangible improvement and growth of the sport. For example, in 2024, the BNP Paribas Open at Indian Wells in the U.S. was named by players as both the top ATP Masters 1000 and WTA 1000 Tournament of the Year in the end-of-season award votes. 2024 marked the 10th straight year where Indian Wells won the award on the men's side, and 11th consecutive year on the women's side. Players have taken note of how the friendliness of staff at Indian Wells, the updated player facilities, and overall attention to detail displayed by the tournament each stand out from the pack of the tightly regulated tournaments on the Tours. Indian Wells’ success in the eyes of both players and fans— if only on non-economic dimensions—reinforces the model behaviour for a Tournament Co-Conspirator in a fair market. Rather than proceed lock-step within the Tours’ restraints, tournaments can compete with one another by investing in, and prioritizing, player facilities that include dining options, practice courts, and other fan-facing amenities, like the player lawn at Indian Wells. As a result of this competitive break, the 2024 BNP Paribas Open welcomed a record-breaking 493,440 fans over the

⁹⁰ See USA Today, “Indian Wells offers extra cash, but ATP doesn't say yes” (link available [here](#)).

course of the two-week event. The Tournament Co-Conspirators can do the same in competing for how it pays players; the same growth will follow.

- (88) **As a result of these restrictions, the ATP and WTA player compensation lags behind what professional athletes earn in comparable leagues, both on a percentage and total-dollar basis.** The English Premier League splits approximately 61% of gross revenue with its players, and other professional sports leagues such as MLB, the NBA, and the NHL, split approximately 50% of gross revenue with their players. By comparison, the Tours split only 17.57% of their revenue with players. This is a stark contrast between fair market economics in professional sports and the system enforced in professional tennis, as shown in **Figure 1** below.⁹¹

Figure 1: Share of league/tour revenue paid to players in selected sports leagues



- (89) **The ATP’s payment structure also leads to stark pay disparities between the ATP’s top-ranked players and players ranked near the bottom of the ATP Rankings.** News articles have discussed how bottom-ranked ATP players struggle to get by, and are sometimes forced to live out of their cars, and take non-tennis jobs to supplement their artificially-depressed income.⁹² Indeed, some players on both Tours may face a net financial loss by participating in tournaments unless they advance to a late stage. This is because, even after taxes, only the prize money allocated to quarterfinalists at two unique top tournaments is enough to surpass a player’s ever increasing amount of necessary costs, including travel, coaching, and medical staff. Moreover, despite being required to compete in tournaments (and potentially being subject to sanction for withdrawal or not playing), players are forced to cover a large part of their own expenses involved with competing in a Tour tournament. In

⁹¹ For golf, see SI, “The PGA Tour Is On a Spending Spree and We Know Who’s Going to Get the Bill”, 21 December 2021 (link available [here](#)).

⁹² See, e.g., New York Times, “A Few Tennis Pros Make a Fortune, Most Barely Scrap By” (link available [here](#)).

accordance with Section 3.14(D) of the ATP Rulebook, tournaments are prohibited from covering players' travel expenses unless they have obtained special written permission from the ATP. Likewise, Section XVII(13)(a)(i)(b) of the WTA Rulebook mandates that a player shall pay all of her just debts incurred in connection with her travel to and from, housing at, and participation in tournaments, including telephone, food, medical, and racquet stringing charges. As such, players themselves, foot the bill for travel costs for themselves and their coaches.

- (90) **The restrictions on prize money also affect fans in addition to players.** By unlawfully altering the financial sustainability of the sport for players, the restrictions limit the sport to the very best tennis players and the players who can independently financially support themselves outside of tennis. If players are forced to live out of their cars in order to play tennis, they will not play tennis or will not play tennis for very long, even if they have the skill and talent to become a player whom fans enjoy watching.
- (91) **The schedule of prizes, which restricts the ability of an ATP tournament to increase the prize money it offers, clearly deviates from normal market conduct and is an abuse of dominance.**
- a. The aforementioned example of Larry Ellison's rejected attempt to increase the prize money for the Indian Wells Open is illustrative, as under normal competitive conditions, such an increase in prize money would be encouraged – and certainly not rejected – as this would increase the profile, attendance and success of the tournament. In turn, this would increase the profile and success of the ATP as an organiser of international men's tennis events.
 - b. However, due to its dominant position, the ATP can deviate from this conduct, knowing that it can keep its prizes low without concern that players will be able to participate in more attractive tournaments than the ATP tournaments, because there are no viable alternative tournament providers (and, in any event, players are mandated to participate in the ATP tournaments). By rejecting such prize increases, the Governing Bodies make use of their dominant positions to keep prizes artificially low, resulting in direct harm to the economic interests of the tennis player service providers.
- (92) **Moreover, in a normal competitive market for the organisation of tennis events, tournaments hosts would compete to offer a tournament that would attract talented players.**
- a. Even if the tournament was opened to lower ranked players, tournaments would want to attract the best players they could by offering better prizes, conditions and so on. This is particularly the case given that the lower the tier of the tournament, the more tournaments of that tier are offered around the world.
 - b. However, the Governing Bodies instead abuse their dominant position to restrict any competition between the various tournaments by preventing prize money from exceeding tournaments of a higher tier. This allows both tournament

circuits to pay artificially depressed purchase prices for the services of the tennis players, in a clear departure from normal competitive conduct.

- c. By limiting what tournaments can pay as prize money, rather than encouraging tournaments to pay competitive purchase prices, the Governing Bodies' conduct differs from that which conditions normal competition.\

B. NIL Rights Rules

(93) **The ATP, WTA and Grand Slam (published by the ITF) Rulebooks also contain a number of rules which restrict the players' ability to use their name, image and likeness rights.** Specifically:

- a. As a condition of participating on the tours, the ATP, WTA and Grand Slam Rulebooks require that every player must assign their rights for use in media, advertisements, and promotion of tour events in exchange for no compensation.⁹³
- b. The Complainants also understand that the Governing Bodies also have agreed with each other not to disapply this requirement so as to avoid competitive pressure between the terms imposed on players in the ATP and the WTA – the ATP ensures that no woman player on the WTA Tour can market herself freely to put pressure on the ATP to permit the male players to do the same, and the WTA reciprocates to ensure that no man player on the ATP Tour can market himself freely to pressure the WTA to relinquish its stranglehold on rights.

(94) **The NIL Rules restrict competition by object.** Similar to the Prize Rules, the NIL Rights Rules have as their object the elimination of all competition for NIL rights. This is because the NIL Rights Rules, by their very nature, prevent a competitive, free market from determining how much to pay for players' NIL rights, and instead fix the price at zero.

- a. By setting the purchase conditions for NIL rights, the NIL Rights Rules have eliminated all competition for these rights. This restraint also lacks any legitimate or procompetitive justification. There is simply no basis for the Governing Bodies to fix the price of players' NIL rights at zero, and there is no reference, whether explicit or indirect, to any legitimate objective that seeks to justify these restrictions.
- b. Nor is there any plausible argument that can justify zero compensation offered for the grant of the player's NIL rights as proportionate or necessary to the pursuit of any objective. If the Governing Bodies want to acquire an asset as valuable as one of the player's NIL rights, they should make a competitive bid for such right in line with the market.

(95) **The NIL Rules have the effect of restricting competition.** Similar to Prize Rules, the NIL Rights Rules are also capable of distorting market dynamics, as the restrictions

⁹³ See Section 1.12(A) of the ATP Rulebook; Article III § 3.2(e) of the ATP Bylaws; Section VII(B)(7) of the WTA Rulebook; Article I.E of the Grand Slam Rulebook.

effectively prevent a competitive, free-market process from determining how much players should be paid from their image rights (in a context where players and tournaments are obviously driven by very different incentives). Without such rule, and consistent with dynamics in other sports, players would be able to exploit their NIL rights and negotiate an appropriate consideration in return, whether by selling those NIL rights to sponsors and advertisers, or assigning them to the Tournaments.

- (96) **The NIL Rules are an abuse of dominance.** In a competitive environment, players would gain significant value in exchange for granting the use of their image to an undertaking, and would not be restricted in how they use their image rights.
- a. By way of analogy, football players very often enter into highly lucrative image rights agreements, the value and complexity of which necessitate the creation of companies specifically charged with the exploitation of the relevant rights.
 - b. Under competitive circumstances, it is implausible that players would give up their image rights for €0 compensation. The Governing Bodies' requirement that players grant them the use of their image rights for zero compensation is a clear abuse of dominance, as these associations leverage their dominant position to force players to agree to conditions that would not appear in a competitive market.

C. Off-Court Income Rules

- (97) **As a condition of participating in the tournaments run or governed by the Governing Bodies, players may only sign sponsorship deals with select companies.** These restrictions apply to top- and lower-ranked players alike. Specifically:
- a. Section 8(L) of the ATP Rulebook, Section VII(C)(3)(h) of the WTA Rulebook and Article III(C)(2)(c) of the Grand Slam Rulebook each require that every player must only wear apparel or use equipment on a tennis court that is produced by one of the Tours' approved "*tennis equipment manufacturers*" that traditionally make gear for tennis players.
 - b. The ATP, WTA and Grand Slam Rulebooks also restrict players from accepting or displaying sponsorships from companies in certain industries such as sports betting (ATP Rulebook Section 8.04(L)(1)(a)(7); WTA Rulebook Section VII(B)(8); Grand Slam Rulebook Article III(C)(2)(k)). The rules even agree that the Governing Bodies may unilaterally prohibit players from visibly endorsing companies or products of which the Governing Bodies do not approve. These restrictions apply to top- and lower-ranked players alike. However, at the same time, the Governing Bodies enter into agreements with some of these companies themselves.
 - c. The Complainants understand that the Governing Bodies enhance this agreement by agreeing further with each other that neither of them will lift its respective restrictions on sponsorships and endorsements that each forces upon their own player members. For instance, the ATP ensures that no woman player on the WTA Tour may freely endorse a betting company so that the ATP

feels no competitive pressure to permit the male players to do the same, and vice versa

(98) **The Off-Court Income Rules restrict competition by object.** By instituting conditions on the limited population of sponsors that players can partner with, the Governing Bodies restrict the number and type of potential sponsorship opportunities for players. Tennis players are extremely limited in their ability to advertise by virtue of the fact that promotion is only allowed by two small patches on clothing. Looking to NASCAR and similar, their shirts are covered in sponsor logos and players can display their name on their shirt. Tennis players have previously mentioned having to turn down sponsorships because the patches were not of the correct size or the brand was not recognised as a tennis gear manufacturer by the Tours. This reduction in sponsorship opportunity by its very nature restricts competition, and is not justified by the pursuit of legitimate objectives that is in any way reasonable and proportionate.

a. **In particular, while the rules reference the “best interest of the sport”, in reality, they operate in favour of the Governing Bodies only, and not in the wider interests of the sport, still less of the participating athletes.** This is because the Governing Bodies do have sponsorship agreements with the same sponsors with which the players are prevented from dealing.

i. The examples of tennis coaches Bob Bryan and Mardy Fish illustrate this, as they were fined \$10,000 each, and issued with four month suspensions, by the ITIA for promoting a gambling operation on social media in 2022. In contrast, a number of Tournaments are sponsored by betting companies. Betway, one of the world’s biggest betting and gaming companies, is the platinum sponsor of the Masters 1000 Miami Open and a sponsor of the Masters 1000 Cincinnati Open. Similarly, Betsson is the official betting partner of Nordic Open (ATP 250 in Stockholm) and Nordea Open (ATP 250 in Båstad), whilst the Davis Cup recently extended its partnership with casino and sports betting platform Stake.com. Despite imposing these restrictions on the players, ITF President David Haggerty recently publicly “*thank[ed] Stake for their support and look[ed] forward to working with them throughout the next two seasons*”.

ii. Similarly, Jay Clarke was not allowed to be sponsored by the alcohol brand, Grey Goose. Notwithstanding this, Grey Goose is an official partner of two ITF-administered Grand Slams, the U.S. Open and the Australian Open, and produces a best-selling speciality cocktail - the Honey Deuce – which generated more than \$12.8mn in revenue during the 2024 edition of the U.S. Open. Wimbledon lists Stella Artois, Lanson and Pimm’s as official partners, whereas the Australian also partners with Asahi Beverages.

b. **The relevant rules, and the purported policy objective underlying them, are entirely unexplained.** No attempt has ever been made to explain how unilateral rules of this kind operate in the “best interest of the sport”, as alleged. In reality, the rules operate unilaterally, to impose restrictions only on players.

Moreover, the fact that the Governing Bodies are permitted to enter into agreements with those companies strongly indicates that the relevant rules do not pursue any legitimate policy objective vis-à-vis any potential harm to the sport, but serve only to protect the commercial interests of the Governing Bodies

(99) **The Off-Court Income Rules have the effect of restricting competition** The Off-Court Income Rules lead to fewer companies competing for sponsorship deals. That, in turn, artificially suppress players' sponsorship income and deprive most players of opportunities to receive a separate income stream outside of the capped prize money available at tournaments. In practice:

- a. **The restrictions indirectly benefit the Governing Bodies**, who are the recipient of the entirety of the sponsors' budget allocated to tennis.
- b. **Additionally, the money that sponsors pay to advertise to tennis fans at tournaments is wholly diverted to the ATP and ITF and majority diverted to the WTA** (and to their respective tournament organisers), rather than the players themselves, even though it is the players whose faces such advertisements bear.⁹⁴ These practices effectively divert sponsorship spending to the Governing Bodies that might otherwise have been spent on players, as sponsors deploy their tennis-advertising budgets only to the Governing Bodies rather than to players.
- c. **These restrictions are in stark contrast with the advertising and sponsorship requirements placed on players within other sports.**
 - i. In football, for example, the Football Association (FA) limits sponsorship of teams by tobacco products or otherwise "any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political or religious message".⁹⁵ Teams can accept sponsorship by, and advertise on their kit or elsewhere, alcohol, gambling and other age restricted products (unless the players on the team are all under the age of 18).⁹⁶
 - ii. Similarly, the *Union Cycliste Internationale* (UCI) prohibits sponsorship of professional cyclists in relation to tobacco products and spirits (defined as products with an alcohol content of at least 15%).⁹⁷ Sponsorship by gambling companies is also permitted, unless it would give the sponsor rights to take part in the decision-making or management of an organiser, team or licence holder.⁹⁸

(100) **The Off-Court Income Rules are an abuse of dominance.** As noted above, players are restricted from entering sponsorship agreements with betting companies, whilst the

⁹⁴ 25% of revenues from sponsors goes to WTA players via the WBTA. However, financial consideration is not necessarily paid to the individual players whose NIL rights are exploited through these sponsorship agreements. See Section VII(7)(b)(vii) of the WTA Rulebook.

⁹⁵ See FA Kit and Advertising Regulations A.4. (link available [here](#)).

⁹⁶ FA Kit and Advertising Regulations A.8.

⁹⁷ UCI Cycling Regulations, section 1.1.089.

⁹⁸ UCI Cycling Regulations, section 1.1.090.

Tour organisers enter agreements with betting company sponsors, and prominently display advertising for these companies – and the revenue from this advertising is diverted entirely to the Tour organisers.

- a. In a competitive environment, the Governing Bodies would seek to provide players with the most attractive conditions to encourage them to provide their services to the Governing Bodies' tournaments.
- b. However, thanks to their dominant position, the Governing Bodies can depart from this normal competitive conduct and divert this money that should be going to the players to themselves.

D. Points and Ranking Rules

- (101) The ATP and WTA Rulebooks condition players' opportunities to compete in tournaments on the players' ranking points, which can be earned only at very specific, sanctioned ITF events. The Rules determine a player's global rank, which in turn directly impacts a player's opportunities to earn off-court income. Moreover, the Rules further distort the players' ranking by tying it not only to their performance at events where Ranking Points can be earned, but also to the *frequency* in which the player agrees to play in a series of events determined and scheduled exclusively by the ATP and WTA.
- (102) **The Points and Ranking Rules restrict competition by object.** While it is undisputed that the good functioning of professional sports, including tennis, requires the enactment of selection rules and ranking criteria to select the athletes participating in competitions, which in turn lead to certain restrictions, the Points and Ranking Rules, as currently in force, fail to ensure that any restrictions are objectively justified and proportionate, and that undistorted competition is duly preserved.
- a. In particular, as a result of the Points and Ranking Rules, players are economically compelled to only participate in tournaments that allow them to earn ATP or WTA Ranking Points, and to do so as *often* as practicable, since players cannot otherwise move up in the rankings, and will have trouble qualifying for tournaments. Tournaments that allow players to earn Ranking Points include exclusively the Governing Bodies events, or those sanctioned by the ATP and WTA.
 - b. By favouring the ATP's, WTA's and ITF's own events over non-affiliated tournaments, the Points and Ranking Rules are contrary to the duty placed on the ATP and the WTA to exercise their power within an objective, non-discriminatory and proportionate framework, so as to prevent distortions of competition, in light of the conflict of interest arising from the combination of their regulatory functions and economic activities. As a result of the ATP's, WTA's and ITF's power being exercised outside the required framework, the Points and Ranking Rules therefore amount to restrictions of competition by object.

(103) **The Points and Ranking Rules have the effect of restricting competition.** The Rules also have the effect of distorting market dynamics and foreclosing non-affiliated tournaments.

- a. **In the current Ranking Point scheme, players have to forgo non-affiliated competitions just to keep up with the ATP's, WTA's and ITF's demanding and restrictive qualification rules, and to avoid the professional penalties they incur for playing elsewhere.** This is because non-affiliated tournaments are prevented from offering Ranking Point, thereby ensuring that professional tennis is limited to the events organised or sanctioned by the Governing Bodies, since competing and being successful at non-sanctioned events is irrelevant for a player's career.
 - i. By way of example, winning a gold medal in the Olympics could stagnate—or even hurt—a player's ranking, because Ranking Points are not distributed for participation or success at the Olympics, which in Summer typically occur during the six-week window between the end of Wimbledon and the start of the US Open. Athletes therefore often refrain from competing at the world's premier international sporting event because competing, or even winning, does not boost a player's Ranking Points, and, thus, provides no opportunity to improve his or her odds of qualifying for Grand Slams or to obtain a higher ranking. When the Olympics could potentially hurt a player's chances at participating strongly at a Grand Slam—where they have the opportunity to gain the most amount of Ranking Points—a player may be even more strongly influenced to forgo the Olympics. Moreover, the lack of ranking points granted to the Olympics in tennis differs significantly from other individual player sports such as athletics, boxing and cycling which all deem that the Olympics contributes to the relevant sports' rankings.
 - ii. As a result, several players, including ten out of the top 25-ranked male players, elected not to compete at the 2024 Paris Olympics⁹⁹, which is something unheard of in *any other sport*. Many players would rather skip the Olympics to play in low-or mid-level tournaments where they can improve their ranking and better position themselves to compete in the lucrative Grand Slams and other Tour tournaments, even when the Olympics is hosted in France (which is relatively convenient,

⁹⁹ In 2024, rather than participating in the Paris Olympics for free and for no Ranking Points, and at risk of financial penalty or Ranking Points deductions for missing a Tour event, players such as Ben Shelton (#14, USA), Andrey Rublev (#6, Russia), Frances Tiafoe (#28, USA), Aryna Sabalenka (#3, Russia), Ons Jabeur (#10, Tunisia), and Victoria Azarenka (#19, Belarus) all opted-out of the Olympics for various reasons, including to participate in the Washington DC Open, a combined 500-level event which ran concurrently with the Olympics. Ben Shelton, for example, was hesitant to play on the Olympics' clay courts, which fell in between the grass courts of Wimbledon and the U.S. Open hard courts, fearing injury risk and diminished performance. However, this is by no means a phenomenon specific to 2024. In 2021, Casper Ruud, then the 14th-ranked player on the ATP tour, chose to forgo the opportunity to become the first Norwegian tennis player—man or woman—to win a gold medal at the Olympics. Casper chose to play in the Swiss Open, the week before the Tokyo Olympics, and in the Generali Open, held in Kitzbuhel, Austria, the week of the Olympics to earn not only prize money but Ranking Points that would boost his ranking and seeding in future tournaments.

geographically, for players who just competed at Wimbledon). These athletes therefore forgo the rare opportunity to represent their countries and improve their marketability simply because the Tours schedule events that coincide with the Summer Olympics, creating a dilemma between Olympic success and mandatory participation for Tour tournaments. This situation is avoidable: some sports take a break in their regular season to accommodate the Olympics and others, such as cycling, award Ranking Points for Olympic performance.

- b. **This system does not seem to be logical, or to encourage tennis players to play at their best consistently, which would greatly improve the fan experience, regardless of which event or competition stage they attended.** This is because players are not rewarded with ranking points that align to the difficulty of the matches they play and win. By way of example, a player earns no more points for beating the #1-ranked player than he or she does for beating the #200-ranked player. And if that win over a #1-ranked player happens in the first round of a 500-level event, the player would actually receive fewer points than he or she would earn via a win over the #200-ranked player in the second round simply because of the timing of the latter, less-impressive victory.
- c. **Moreover, a player's ranking is not determined solely by his or her on-court performance, but also by how often the player agrees to play.** If the player does not perform in all of the events making up the formula, for any reason at all—for example, because the player did not qualify, was injured, chose to take parental leave for the birth of a child, or was ineligible for a visa in the country where the tournament was located—the formula subs in a corresponding one or zero Ranking Points, which is a clear blow to the player's ranking and future earnings potential.
- d. **The Points and Ranking Rules ensure the perpetuation of an intense schedule of events,** which the players largely feel compelled to attend to climb the rankings determined by the Ranking Points system, earn prize money, and qualify to continue their participation on the Governing Bodies events.
 - i. This long-lasting tennis season results in worse competitive conditions, and effectively makes it impossible for any new tournaments to enter the market for the players' services. This is because tournaments are constrained to a specified week of the year, providing a given Tour with calendar-exclusivity—even though there may be other tournaments who may wish to compete for that same calendar window.
 - ii. Moreover, in recent years the season has also become increasingly lengthier and denser, with each of the premier tournaments having increased by 50%,¹⁰⁰ leaving little to no offseason, and therefore opportunities for other non-affiliated tournaments to enter the market. By way of example, in 2024 the ATP's season spanned approximately

¹⁰⁰ Notably, as part of its OneVision plan, ATP has increased the length of Masters-1000 level tournaments from 8 to 12 days. WTA has similarly announced that multiple 1000-level tournaments will go from eight to twelve days beginning in 2025.

eleven months. This nearly year-long season is markedly different than from other professional sports including: (i) football (~9 months); (ii) rugby (~9 months); (iii) cycling (~9 months); and cricket (~5 months). This decision to pack more days of tennis into the schedules of several tournaments leaves players with shorter turnaround times between events. In several instances, the ATP's and WTA's longer tournaments have required to players to start playing in a tournament not just a few days after the conclusion of the previous one, but the very next day—sometimes thousands of miles away.

- iii. A notable example of the onerous tennis schedule and the distances travelled is JP Smith's schedule for the 2024 season of ATP men's doubles player. In 2024, JP Smith participated in 32 total tournaments in 15 countries on four different continents, with a maximum scheduled time off between events of 2 weeks. Following the 2024 season, Smith had a 7 week offseason with the 31 December 2024 opening match of the Brisbane International signalled the start of the 2025 season, only 44 days after Smith's final match of 2024.
- e. **This intense schedule also leads to serious risks for the players' physical safety and mental wellbeing, which represents further evidence of the anticompetitive nature of the system where players are forced to operate,** since players would not accept similar health-threatening conditions if a viable alternative was available. Notably, scheduling and calendar exclusivity consistently force players into matches later at night, which leave players with no choice but to play at undesirable times.
 - i. It is undisputed that poor scheduling is leading to a high number of player injuries. Despite data showing that players are 25% more likely to get injured during a night match, there has been a 100% increase in night matches at Grand Slams since 2018. Match length also poses significant issues for players' health. Studies have shown that longer matches are strongly correlated to players' injuring themselves during these matches. Despite this data, Grand Slam matches are 20% longer since 1999. Data also shows that players run 60% more miles per match than they did in 2015. Players have been vocal about the tolls these longer matches take on their bodies and well-being. Coco Gauff, currently the 3rd ranked player on the WTA Tour, called the post-midnight finishes "*not healthy*" at the 2024 French Open. Carlos Alcaraz, currently the 3rd ranked player on the ATP Tour, criticized the Tours' schedule, saying the ITF, ATP and WTA "*are going to kill [players] in some way.*" Iga Swiatek, currently ranked number 2 on the WTA Tour, warned that the current scheduling strategy is "not going to end well."
 - ii. In addition to physical injuries, recent changes to the ATP schedule — and insufficient tournament accommodations— have exacerbated issues related to players' physical and mental health and overall well-being. For example, given players' limited earning potential, players outside

the top earners are effectively prohibited from travelling to tournaments with their families, as well as with their full coaching and medical staffs. Players at these tournaments sometimes have to secure and pay for accommodation over an hour from the tournament and arrange travel for themselves, adding unneeded difficulty to making professional tennis a sustainable career even with the necessary talent.

- (104) **The Points and Ranking Rules are an abuse of dominance.** The considerable buyer power possessed by the Governing Bodies allows them to impose unfair conditions and lead to significant foreclosing effects which could *not* be possible absent the dominant position enjoyed by the Governing Bodies.
- a. Indeed, the abusive conduct of the Governing Bodies has forced players into a closed system where they can almost exclusively play in the Governing Bodies' tournaments, under threat of punishment.
 - b. The exclusivity system set up by the Governing Bodies is clearly capable of producing exclusionary effects, as the coverage of the exclusivity system is very high (covering all mid and high-tier international tournaments for men and women respectively aside from the four Grand Slams), and the duration is without a defined end. This means that a new tournament host would simply have *no way* of putting forward a tournament that could compete with the Governing Bodies tournaments and attract players.
 - c. The use of the buyer power of the Governing Bodies to lock players into this system, and lock potential competitors out of the market, is a clear abuse of their dominant positions, and is contrary to the duty placed on the Governing Bodies to exercise their power within an objective, non-discriminatory and proportionate framework, in light of the conflict of interest arising from the combination of their regulatory functions and economic activities. Although the Points and Ranking Rules, and the other Rules described further below, constitutes an independent abuse, they are also mutually reinforcing and form part of an overall strategy aimed at foreclosing competitors.

E. Closed Tournament Structure Rules

- (105) As described above, the ATP and WTA Bylaws and Rulebooks control the status, membership, and categorization of the Tournaments, and dictate the tournaments that are entitled to take place at specific times and in specific geographies. Specifically, Section 1.02 of the ATP Rulebook states that each ATP tournament is assigned a "specific tournament week" in the ATP calendar and Section 1.05 states that tournaments cannot request to change geographic location with less than six months of prior notice to the ATP. Similarly, Section XII(B) of the WTA Rulebook states that any new tours applying to be a part of the WTA schedule must be "geographically and temporally appropriate".
- (106) The Closed Tournament Structure Rules are also enforced through the ATP's OneVision Plan, which bans new tournaments from entering the Tour by implementing "category protection," which provides for 30-year category protection for ATP Masters

1000 tournaments and 10-year category protection for ATP 500-level tournaments. In practice, this means each Tournament operating a Masters 1000 tournament will continue operating a 1000-level event for 30 years and each Tournament operating a 500-level tournament will continue operating a 500-level event for 10 years, without any fear of slipping in the Tour's pecking order if they fail to produce an adequate product. While the ATP justifies this exclusivity as means to promote long-term security, higher enterprise value, increased investments, and higher standards, in reality, this component of OneVision entrenches the ATP's control over the market for tennis for decades, by outright banning new tournaments from entering the Tour. As a result of this long-term protection, absent ATP's willingness to increase the total number of tournaments in the 1000- and 500-level tournament categories, this component of OneVision Phase One effectively bans new tournaments from entering the tour.

- (107) **The Closed Tournament Structure Rules restrict competition by object.** The Closed Tournament Structure Rules serve only the purpose of limiting the ability of any other tournament from entering the market and limit the options available for players, so that players are forced to play at the Governing Bodies' tournaments—for whatever prize money and under whatever conditions the Governing Bodies unilaterally determine—and no place else.
- a. **First, while a certain degree of cooperation amongst the Governing Bodies is necessary, a limitation on the number of tournaments in each class that applies irrespective of any qualitative measure has no discernible legitimate objective.** The Closed Tournament Structure Rules prevent new tournaments from emerging to compete with the Governing Bodies. Such competition could offer better working conditions or prize money opportunities for the players. The exclusion of competitor tournaments serves as a restraint on players' earning capacities by preventing new businesses and tennis tournaments which may otherwise seek to enter the professional tennis market, from providing the players an additional forum for their talents, and tennis fans an alternative choice of product.
 - b. **Second, while the tours may have a legitimate interest in limiting tournaments to protect the quality of those events, the Closed Tournament Structure Rules are neither necessary nor proportionate to the pursuit of its legitimate objective.** The blanket restrictions that the OneVision Plan places on new tournaments entering the Tour, for example, are extraordinary in both breadth and length – these restrictions provide no opportunity for new tournaments to prove that they can offer the quality playing and spectating experience necessary to be a legitimate competitive option for players and fans.
- (108) **The Closed Tournament Structure Rules have the effect of restricting competition.** The Closed Tournament Structure Rules have a restrictive effect on competition in the market for the organisation of professional tennis events, as they artificially limit the number of competitions available to players and spectators. Other tournaments that may be comparable in terms of qualitative standards are unable to be classified and authorised, because of the limitations inflicted by the Rules.

- (109) **The Closed Tournament Structure Rules are an abuse of dominance.** For the reasons given above in connection with the Points and Ranking Rules, the Closed Tournament Structure Rules similarly impose unfair conditions and lead to significant foreclosing effects which would not be possible absent the dominant position enjoyed by the Governing Bodies.

F. Non-Compete Rules

- (110) Section 5.16 of the ATP Bylaws and Section 2.7 of the WTA Bylaws restrict any ATP Masters 1000-level tournament or any WTA tournament that loses or gives up its status as a sanctioned event from operating new events that host ranked players within a certain geographic radius as other sanctioned events for a two year period.
- (111) **The Non-Compete Rules restrict competition by object.** By virtue of the Non-Compete Rules, the Governing Bodies have horizontally allocated the market for professional tennis players by constraining the establishment of new professional tennis tournaments. In particular, the ATP, WTA and ITF give organisers of certain tournaments exclusivity to hold their events without any other conflicting tournaments taking place at the same time, subject to the ATP's, WTA's and ITF's discretionary grants to schedule certain tournaments during that period of exclusivity.
- a. **The Non-Compete Rules are not justified by the proportionate pursuit of legitimate objectives.** Indeed, the Non-Compete Rules do not make any explicit reference to legitimate objectives, and there is no procompetitive justification for the Non-Compete Rules. Moreover, any legitimate objectives that may result from these expansive non-compete agreements, such as ensuring sufficient investment in producing a given tournament, or procuring enough player participation at particular events, are not outweighed by the fact that the Rule is disproportionate. Notably, the Rule prevents tournaments from operating events up to thousands of miles apart, up to two years apart, which clearly goes beyond the pursuit of any legitimate objective.
 - b. **On the contrary, such restrictive non-compete covenants only stand to limit any potential competition for the services of professional tennis players.** In other words, the purpose of the Non-Compete Rules is to depress the compensation awarded to the players, and ensure that no tournament outside the system created by the Governing Bodies competes for the services of professional players and spectators. Again, by doing so the Governing Bodies are favouring their own events, contrary to the duty placed on the Governing Bodies to exercise their power within an objective, non-discriminatory and proportionate framework.
- (112) **The Non-Compete Rules have the effect of restricting competition.** The Non-Compete Rules prevent tournament organisers from holding competing events at the same time as sanctioned events, even if they are on opposite ends of the globe. This limits the market for professional tennis players' services only to the existing Tours, as well as the ability to start a new league to compete with their current tournaments.

- a. **Indeed, Tour Tournaments would have to sell their current facilities and move outside of their country to operate a different tour or tournament, or sell theirs off and then wait two years to begin operations again.** And it is in full recognition of the “irreparable harm” that would result from any true competition to their businesses, each Tour’s Bylaws entitle them to temporary, preliminary, and permanent injunctions against the competing conduct.
 - b. **This leads to reduced output of potential tournaments available for fans, as well as professional tennis players.** By limiting events in an (expansive) proximity to one another, professional tennis players are limited in the number of entities to which they may sell their services at a given time. Although many players would, if given the option, compete in a tournament that is closer to home or provides better amenities than a simultaneous event occurring further from family with inferior facilities, this is not possible due to the restriction in the number of events available in any geography.
- (113) **The Non-Compete Rules are an abuse of dominance.** For the reasons given above in connection with the Points and Ranking Rules, the Non-Compete Rules similarly impose unfair conditions and lead to significant foreclosing effects which would not be possible absent the dominant position enjoyed by the Governing Bodies.

G. Sanctions Rules

- (114) As mentioned above, the players’ participation in sanctioned tournaments and events is compelled through obligations to participate in certain sanctioned tournaments, and more generally the fact that ranking points (which are determinative of the players’ compensation) may be earned only at very specific, sanctioned ITF events. In addition, players are also subject to penalties for playing in non-sanctioned events, as well as fines for withdrawal from sanctioned events, even if the player is withdrawing for good cause. Specifically, Section 1.14 of the ATP Rulebook and Section XVII(E)(3) of the WTA Rulebook prohibit players from competing in any non-sanctioned event that is scheduled within a certain time frame and geographic radius of specific sanctioned events. Importantly, these restrictions apply to ATP or WTA tournaments for which the commitment player has *not even qualified*.
- (115) This means that, even if the commitment player is *unable* to play in an ATP or WTA tournament for whatever reason, he or she may not play in any other tournament or in any exhibition that comes within the ambit of Section 1.14 and Section XVII(E)(3).
- (116) Failure to comply with these rules subjects players to a monetary fine dependent on the player’s ranking. Notably, a player may be subject to a fine of up to \$250,000 (ATP) or \$100,000 (WTA) as a penalty for violating these sections.¹⁰¹

¹⁰¹ Section 8.05(A)(2)(e) of the ATP Rulebook provides that player violations of Major Offense conduct contrary to the integrity of the game may lead to a fine of up to \$250,000. Pursuant to Section 1.14(e) of the ATP Rulebook, Major Offense conduct includes violations of the rules concerning non-sanctioned tournaments. Section XVII(E)(5) of the WTA Rulebook provides that any Player in violation of the Exhibition/Non-WTA Event Rule shall be automatically fined in accordance based on WTA Ranking, including a fine of up to \$100,000 depending on WTA ranking.

- (117) Similarly, Article II(A)(2) of the Grand Slam Rulebook states that players who have been accepted to a Grand Slam Tournament cannot participate in another tournament for the weeks of the Grand Slam, even if a player loses and/or is disqualified in the first round (or week). In practice, however, only 16 participating players remain in the men's and women's singles draw of any Grand Slam Tournament by the first day of week two, as the vast majority of others will have lost and/or been disqualified. Nevertheless, even the players who are no longer able to participate are prevented from providing their professional services elsewhere, as they may otherwise be fined up to \$50,000.
- (118) **The Sanction Rules restrict competition by object.** Given the magnitude of the consequences resulting from the Sanctions, and the fact that such rules are manifestly not justified by the proportionate pursuit of legitimate objectives (indeed, the provisions do not reference any such objectives), the content of those rules suggests that they have an anticompetitive purpose, namely to restrict the possibilities for professional tennis players to freely engage in non-sanctioned tournaments. The Rules are equally contrary to the Governing Bodies' duty to exercise their powers within an objective, non-discriminatory and proportionate framework so as to prevent distortions of competition.
- a. In particular, the Governing Bodies' rules do not include any criteria pursuant to which a third party can obtain approval to become a sanctioned Tournament. There are no objective, non-discriminatory and/or proportionate rules setting out why certain tournaments gain sanctioned status and others do not, nor any visibility into the intricacies of the sanctioning procedure itself. Instead, the process by which, and for what reasons, tournaments become sanctioned is opaque, inconsistent and wholly unaccountable, as exemplified by the absolute discretionary right of the Tours' governing boards to determine a tournament's sanctioned status.¹⁰² This is exemplified by the lack of transparency surrounding the bidding process concerning the proposed launch of a tenth Masters 1000 event¹⁰³ which, coupled with the absence of players' input (not least from the Player Advisory Council), epitomizes the extent to which the Governing Bodies' financial considerations are prioritised to the detriment of other stakeholders' considerations.
 - b. By favouring the ATP's, WTA's and ITF's own events over non-affiliated tournaments, the Sanctions are contrary to the duty placed on the ATP, WTA and ITF to exercise their power within an objective, non-discriminatory and proportionate framework, so as to prevent distortions of competition, in light of the conflict of interest referenced above.

¹⁰² For example, Article 5.5. of the ATP By-Laws and Section 2.2 of the WTA By-Laws provide that "*The application procedures for membership in the Tournament Class of the League shall be as determined from time to time by the Tour Board.*", and "*The application procedures for membership in the Tour or in any class of members and the procedures for renewal, suspension and termination of membership shall be as determined from time to time by the Board of Directors [...]*", respectively.

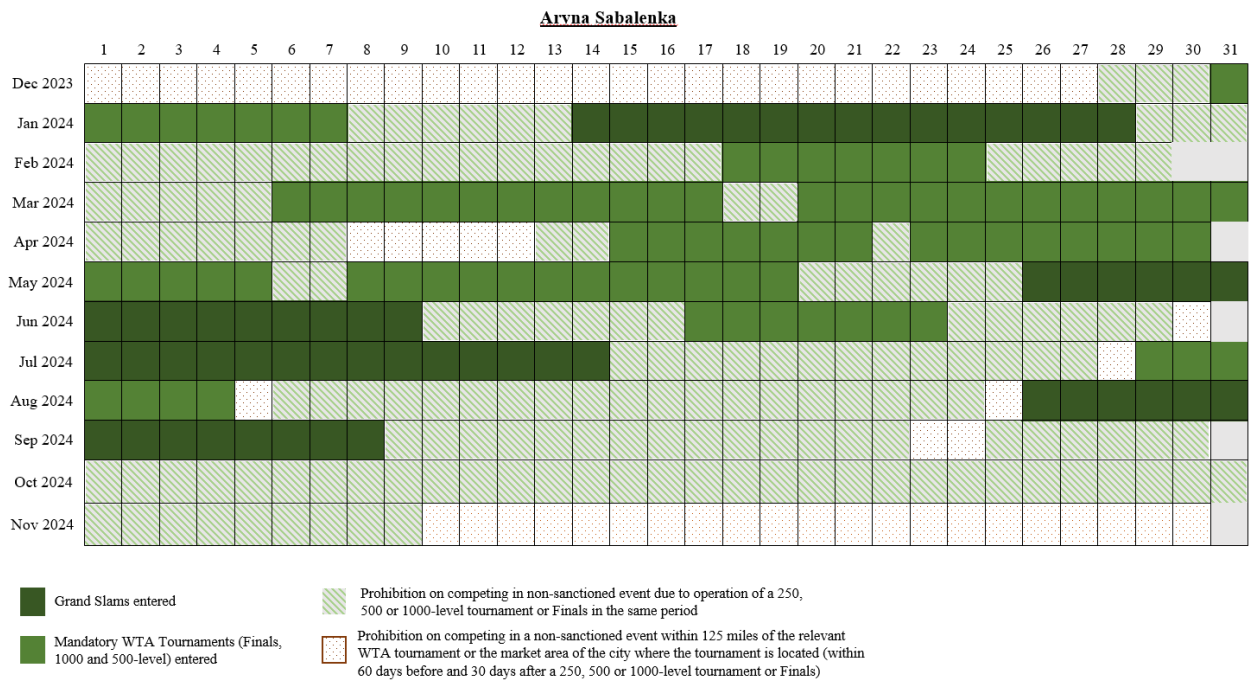
¹⁰³ See Express, "*ATP 'sparks bidding war from oil-rich states' as new 10th Masters event to be added*", 26 March 2024 (link available [here](#)).

(119) **The Sanction Rules have the effect of restricting competition.** The mandatory participation rules also have the manifest effect of distorting the market for tennis services.

- a. By restricting players' freedom by mandating certain tournaments they must play at, the Governing Bodies limit the ability for other tennis events to compete insofar as other tennis tournaments may only effectively operate at dates (and locations) outside when a mandatory tournament (or a restrictive period either side of a tournament).
 - i. By way of example, the Italian Tennis and Padel Federation recently made a US\$550m bid to acquire the week of the Tours' calendar of the Madrid Open to increase the duration of the Italian Open to two weeks¹⁰⁴. In a truly competitive market, the Italian Open would be able to extend its length at will, and allocate this amount to attract the best players.
- b. Furthermore, the Sanctions Rules also have the manifest effect of distorting market dynamics and foreclosing non-affiliated tournaments. These restrictions do not just limit the ability for other tennis tournaments to compete with the ATP's, WTA's and ITF's tournaments—they limit the ability for *any type of professional tennis event* to compete with them.
- c. Indeed, based on the ATP and Grand Slam rules and schedules in combination, top players entering into both competition types are unable to play non-sanctioned matches for a large portion of the tennis season. Of the remaining days, players are not able to play tournaments within 100 miles (160 kilometres) or the same market area of an ATP 250, 500 or 1000 level tournament during a 250 –level tournament, as well as during and for 30 days before and after a 500 or 1000-level tournament or Finals. The overlapping of several ATP tournaments in a similar period means that non-sanctioned events may not be able to access players in similar regions for months.
 - i. By way of example, in February 2025, the ATP will host the Dallas Open, Delray Beach Open, Argentina Open, Qatar Open, Rio Open, Abierto Mexicano Telcel, Dubai Tennis Championships and Chile Open. This may disincentivise non-sanctioned tournaments from setting up in major cities across Southern USA, Central and South America and the Middle East in the winter season, despite this being the best season to watch and play tennis in these regions.
 - ii. This is illustrated by **Figure 2** below, which shows how Novak Djokovic would have been materially constrained as to when and where he could play non-sanctioned tournaments during the 2024 season. Indeed, with the exception of a handful of days in the off-season (December 2023),

¹⁰⁴ See Motociclismo, “Tennis Power Play: \$550M Offer to Buy Madrid Open Raises Eyebrows—What’s at Stake for Spain and the ATP Tour?”, 18 February 2025 (link available [here](#)).

Figure 3 – Aryna Sabalenka’s availability to play at non-sanctioned events (2024)



- e. In addition, these restrictions regularly limit players’ participation in exhibitions, which are often staged and marketed for an audience in a particular geographic region. These exhibitions showcase top players’ skills and allow them to compete for prize money—and a lot of it. Exhibitions offer millions of dollars in prize money, but no Ranking Points that can be used toward the Tours’ rankings. Exhibitions are extremely attractive to players because they present different playing opportunities than tournaments, benefitting lower-ranked players who desire the extra competition to hone their skills. They tend to be shorter and present a more certain opportunity to play against other players whom players may otherwise not be seeded against in a Tour tournament. Despite the desirability of exhibitions, players are rarely able to participate—and the market for potential exhibition events is artificially constrained—because of the ATP’s, WTA’s and ITF’s restrictions on player participation in non-Tours’ sanctioned events and mandatory participation commitments. Exhibitions are also beneficial to professional tennis players because, unlike many of the Tours’ tournaments, they do not require players to travel across the world for weeks at a time just to chase the Tours’ prize money pots and Ranking Points. Rather, because of the regional nature of many exhibition tournaments, players are not required to travel great distances or for long hours to attend them, decreasing any resulting insomnia or heightened costs associated with frequent international travel.
- f. Moreover, the players are subject to withdrawal rules, which allows them to only withdraw from tournaments they are compelled to play twice in a season before they are fined. Players are fined after two withdrawals regardless of whether they are injured or if their absence was due to visa or related

immigration issues.¹⁰⁵ Furthermore, at events where a player is seeking to withdraw for medical purposes, the player must travel to the tournament just to be cleared by the WTA or ATP medical staff. Even worse, while the WTA Rules contain concrete pregnancy and maternity protections and policies, the ATP's rules lack those protections. Thus, as a result of ATP's substandard parental leave policy, ATP players have been penalised for violating this withdrawal rule, even if when withdrawal was due to the birth of his child or other family or medical leave issues. In addition to the fines, male players are subject to Ranking Points deductions for withdrawals from ATP Tour 500—regardless of whether they withdrew permissibly, where the tournament is automatically calculated into their Ranking as a score of “0.”¹⁰⁶

- g. In contrast, the Governing Bodies are able to cancel Tournaments on a whim, causing significant harm to the players, fans, and other stakeholders who have already made travel and related financial arrangements. For example, in January 2025 the WTA cancelled the San Diego Open WTA 500 Tournament – only weeks before the event was scheduled to take place, and long after players had incurred financial costs to attend – on the basis of insufficient financing. However, due to the Sanctions Rules, players were unable to participate in another tournament (and earn money) during this period.

(120) **The Sanctions Rules are an abuse of dominance.** For the reasons given above in connection with the Points and Ranking Rules, the Sanctions Rules similarly impose unfair conditions and lead to significant foreclosing effects which would not be possible absent the dominant position enjoyed by the Governing Bodies.

H. Imposition of Arbitrary and Capricious Procedural Rules

a) ITIA procedures

(121) As explained above, the ITIA is tasked with working on behalf of, and at the direction of, the Governing Bodies to enforce anti-doping and anti-corruption measures in professional tennis. As a pre-condition of Governing Bodies' membership, and of being included in ATP and WTA Rankings, players must agree to submit to, and be bound by, the Governing Bodies codes of conduct and investigation processes, as well as ITIA's TACP and TADP.

- a. In this context, it is undisputed that the good functioning of professional sports, including tennis, requires the enactment of rules that protect the integrity and fairness of the sport, including anti-doping rules.
- b. At the same time, it is settled case law that no type of rules exists within sports that is purely 'sporting' in nature, thereby being immune from the application of competition rules altogether. On the contrary, the CJEU has long established that any sporting rules must be assessed in light of the overall *context* in which the rules produce their effects, as well as their *objectives*. Any consequential

¹⁰⁵ Section 7.05(E)(3) of the ATP Rulebook and Section IV.A.5.a of the WTA Rulebook.

¹⁰⁶ See Sections 9.03(C) and 8.04(D)(2) of the ATP Rulebook.

restrictive effects of competition may be justified insofar as they are *inherent* to the pursuit of those objectives, and are *proportionate* to them.

- (122) Against this background, it is submitted that, by directing the ITIA, the Governing Bodies have been engaging in abusive and arbitrary investigative processes that lack any sense of fairness or due process. As such, despite the anti-doping rules pursuing on paper a legitimate objective, the Governing Bodies have applied them in a manner that is manifestly *disproportionate*, and which “*goes beyond what is necessary to ensure that sporting events take place and function properly*”.¹⁰⁷ Whether assessed under the lens of the Chapter I or Chapter II prohibitions, this conduct fails to be compatible with UK competition law. In this respect, the following considerations are relevant.
- (123) **ITIA operates an abusive testing policy that is applied in an irrational and disproportionate manner, unfairly impacting player performance.**
- a. Although players are usually only tested three to five times a year, one player was subjected to 23 drug tests, including three blood tests, in 2024 alone. The blood tests are particularly draining; it takes a player’s body (and performance) weeks to recover from the withdrawal of multiple vials of blood. The tested player has never: (i) failed a drug test in his 21-year long professional career; or (ii) been suspended with any drug-related or match-fixing offence.
 - b. In December 2024, a junior player, Jakub Mensik, was forced to undergo an anti-doping test mid-match at the Next Gen ATP Finals.¹⁰⁸ The conduct of doping tests at such a critical juncture of the match clearly affected Mensik’s on-court performance, and contributed to him ultimately losing the fixture. There is no justifiable basis for the ITIA to subject a player to test during the course of a match.
 - c. Players remain under the ITIA’s control at all times, including when not competing, and are compelled to provide sufficiently detailed and accurate information on their whereabouts so as to be contactable for testing on any given day by ITIA employees.¹⁰⁹
 - i. A player will be in violation of the TADP Rules if they fail on three occasions in any 12 month period to either: (i) be available for testing at the location and time specified for more than 60 minutes;¹¹⁰ or (ii) make an accurate and complete filing enabling the player to be located by the ITIA.¹¹¹

¹⁰⁷ See Case C-519/04 P *Meca-Medina v Commission*, paragraph 54.

¹⁰⁸ See Tennis, “*WATCH: Jakub Mensik shook by mid-match doping test request during Next Gen ATP Finals*”, 20 December 2024 (link available [here](#)).

¹⁰⁹ Rule 5.4.2.2(c) TADP Rules; 2024 Whereabouts Programme Summary, ITIA.

¹¹⁰ Definition of Missed Test, ISRM.

¹¹¹ Definition of Filing Failure, ISRM; Rule 2.4 of the TADP Rules.

- ii. Players have publicly complained about the inherent deficiencies of this process, the ITIA’s lack of diligence in implementing it, and the distress it causes them.¹¹²
 - d. The TADP Rules further prescribe that blood samples will not be collected within two hours of players’ training or competing.¹¹³ This incredibly narrow timeframe ignores the severe physical consequences of blood testing on players and has been the subject of frequent complaints. For example, lower ranked players have been made to give blood tests on the day before their opening matches of the Australian Open, significantly impacting their performance.
- (124) **ITIA uses abusive investigative processes.** The ITIA has broad investigative powers, which are applied arbitrarily and plainly are disproportionate.
- a. One player reports enduring extensive interrogations and phone searches in 2020. The ITIA subsequently failed to contact the player for four years until deciding to file a case against him for match-fixing allegations in March 2024. They were followed by a private investigator (including in players’ lounges and at private gatherings) and interrogated for prolonged periods (once for more than five hours straight) and at unsuitable times (ten minutes before being due on court).
- (125) **ITIA uses unfair adjudication processes.** The ITIA’s inconsistent and arbitrary approach to anti-doping cases generally casts serious doubt over the fairness of the adjudication process.
- a. A lower-ranked player was suspended for 19 months after recording two positive drug tests through no fault of her own after eating contaminated meat served in the canteen of the WTA 250 Copa Colsanitas tournament in Bogotá. In contrast, a leading player was able to successfully negotiate a three-month suspension with the World Doping Agency – notwithstanding that he also recorded two positive drug tests.¹¹⁴ Similarly, another leading player accepted a one-month suspension after testing positive for a banned substance in August 2024.
 - b. Players across the sport have expressed indignation at this overtly unequal treatment: one player tweeted that “*Fairness in tennis does not exist*”¹¹⁵; another one complained of the existence of “*double standards*”¹¹⁶; and another one noted that the “*ITIA’s approach is inconsistent and seems very unfair to me*”¹¹⁷.

¹¹² See Holger Rune on X, 6 July 2023 (link available [here](#)).

¹¹³ Rule 2.2, Appendix 2 (Tennis Testing) of the TADP Rules.

¹¹⁴ See Guardian, “*Novak Djokovic laments ‘favouritism’ towards Jannik Sinner over dropping ban*”, 17 February 2022 (link available [here](#)).

¹¹⁵ See ESPN, “*Nick Kyrgios: Jannik Sinner doping deal ‘sad day for tennis’*”, 15 February 2025 (link available [here](#)).

¹¹⁶ See Tennis 365, “*Jannik Sinner’s failed drugs test: Former top-10 star alleges ‘double standards’ in doping case*”, 4 October 2024 (link available [here](#)).

¹¹⁷ See Telegraph, “*Novak Djokovic hits out at Jannik Sinner ‘favouritism’ after doping ban*”, 17 February 2025 (link available [here](#)).

(126) **ITIA denies players’ right to legal counsel.** ITIA enforces settlements on the majority of players who are unable to afford legal counsel.

- a. Formally, the TADP Rules incorporate the International Standard for Results Management (“**ISRM**”),¹¹⁸ which prescribe that the hearing process in connection with an alleged violation be accessible and affordable.¹¹⁹ Players have the right to be represented by legal counsel of their own choosing and at their own expense.¹²⁰
- b. However, apart from a limited number of top-ranked players, most professional tennis players live paycheck to paycheck.¹²¹ Accordingly, in the vast majority of cases, players are unable to afford appropriate legal representation, which significantly reduces their prospects of challenging an adverse ITIA decision.
- c. The ITIA exploits this financial asymmetry to incentivise players, who often lack the resources to dispute the charges brought against them, to admit to violations and enter into a case resolution process without a hearing in exchange for a reduction in the duration of the sanction imposed¹²². Daniil Medvedev highlighted this systemic problem when commenting on Sinner’s recent settlement with the World Doping Agency, expressing hope that *“everyone will have the right to represent themselves because sometimes players don’t have the money for a lawyer”*, noting that *“it’s a bad sign if [Sinner] is the only one who can do that”*.¹²³
- d. One player’s inability to afford legal representation led him to confess to having intended to use banned substances, despite there not be any adverse analytical finding against him, in exchange for a three-year long provisional suspension. The player considered this outcome to be the least harmful liability management in the circumstances. Notwithstanding the lack of evidence from the ITIA, the player was also required to return all his pre-tax prize money since the date of the alleged violation, forcing them to commit to an extensive payment plan.

b) Arbitration obligation

(127) The relevant rules include a number of purportedly mandatory arbitration agreements. Specifically:

- a. Section 8.07 of the ATP Rulebook requires ATP players to submit any dispute between himself and the ATP or any Tour Tournament that relates to the application of the ATP Rulebook to Swiss arbitration.

¹¹⁸ Appendix Six of the TADP Rules 2025.

¹¹⁹ Article 8.8(b) of the ISRM.

¹²⁰ Rule 8.4.5 of the TADP Rules 2025.

¹²¹ ITF 2017 Pro-Circuit Review.

¹²² Rules 7.14.1 and 10.8 of the TADP Rules.

¹²³ See Reuters, “Medvedev hopes Sinner’s doping settlement with WADA sets precedent”, 16 February 2025 (link available [here](#)).

- b. Section XIX.B.1 of the WTA Rulebook similarly requires WTA players to submit any dispute between herself and the WTA or any Tour Tournament that relates to the application of the WTA Rulebook to arbitration.
 - c. Article I.E.5 of the ITF Regulations requires players to submit any dispute arising in relation to the ITF Regulations to arbitration.
- (128) The Complainant’s view is that provisions of this kind should not apply to breaches of competition law.¹²⁴ Specifically, a purportedly mandatory arbitration clause which “*abstractly refers to all disputes*”, however they arise, will not apply to a claim premised upon an alleged breach of competition law. Instead, what is required is “*clear and precise wording*”, in favour of the arbitral body in place of any Court.¹²⁵
- (129) Insofar as such clauses are meant to cover the tortious liability of one of the parties for a breach of EU competition law, they would be in themselves void and unlawful, being contained in a contract of adhesion which impedes full and effective judicial scrutiny of the compatibility of the Governing Bodies’ actions with competition law.¹²⁶ As confirmed by the CJEU, “*in the absence of judicial review, the use of an arbitration mechanism is such as to undermine the protection of rights that subjects of the law derive from the direct effect of EU law and the effective compliance with Article 101 and 102 TFEU [...]*”.¹²⁷ The requirement for effective judicial review – including on competition law grounds – is, in turn, a necessary condition for lawfulness.

I. No Reasonable Grounds for Exemption from the Chapter I prohibition or Objective Justification under the Chapter II prohibition

- (130) Finally, none of the Rules reasonably benefit from an exemption from the Chapter I prohibition, and/or be deemed objectively justified for the purpose of the Chapter II prohibition, as none of the relevant conditions are met. While it is not for the Complainants to address these in detail, the following preliminary considerations are relevant.
- (131) **First, no obvious efficiency gains are derived from the Rules which may outweigh their anticompetitive effects.**
- a. As evidenced by, among other things, Larry Ellison’s attempt to raise the prize money pool at Indian Wells, and the percentage of revenues that professional athletes generally command in a free market, tournaments would be willing to compete for players by raising the prize money pool. The Prize Rules serve no function to deliver a *superior* product to tennis fans, and they certainly do not provide better services to the players.

¹²⁴ For a clause to cover such claims, it would need to refer specifically “*to disputes in connection with liability incurred as a result of an infringement of competition law*”. See e.g. Case C-352/13 *Cartel Damage Claims (CDC) Hydrogen Peroxide SA v Akzo Nobel NV*, paragraphs 68-71.

¹²⁵ See C-124/21 P *International Skating Union v Commission*, paragraph 193, citing C-126/97 *Eco Swiss*, paragraph 25; and C-168/05 *Mostaza Claro*, paragraph 34.

¹²⁶ See Case AT.40208 *International Skating Union's Eligibility rules*, paragraphs 184-204 and 221-231.

¹²⁷ *Ibid.*, paragraph 194.

- b. With respect to the Points and Ranking Rules, although the Governing Bodies may value a facially objective system that evaluates players and guides their own decisions about which players to recruit for events, the system they have agreed upon is not necessary to accomplish this goal or otherwise operate professional tennis events. The Governing Bodies could just as easily calculate a players' rank relative to their peers by considering their performances against other players at non-sanctioned events such as the Olympics and by appropriately weighing the opponent's calibre rather than the round of the tournament reached or number of matches participated in.
- c. Moreover, the rules on mandatory play, taken in tandem with the Ranking Points system and scheduling requirements, artificially limit the market for players services only to sanctioned events—an unfair outcome that would never result from a fair, competitive market. . Although a degree of coordination among tournaments may be warranted to sustain a circuit, selectively preventing any new market entrants serves only to ensure professional tennis players play exclusively at sanctioned events, in order to exclude any new competitors that could offer the players fair market compensation for their services.

(132) **Second, even if any efficiency gains were to arise, the Rules are not indispensable for achieving such gains, and less restrictive alternatives would be available so as to avoid that effective competition is eliminated from the market, as noted above.**

- a. By way of example, prize amounts could reasonably account for players' different rankings *without* being fixed at a specific level. Similarly, while there may be legitimate reasons to restrict certain sponsorships, in order for these to be proportionate they should not be applied only to players. Importantly, insofar as restrictions fail to meet the 'indispensability' test, any associated efficiency gains cannot be balanced against the effects of the restrictions.¹²⁸
- b. Moreover, any argument that the Closed Tournament Structure Rules are needed in order to protect quality is undermined by the fact that these objectives could be achieved by qualitative standards, rather than by a quantitative restriction. Moreover, even if the Rules were prompted by the need to coordinate players' appearances on a tournament circuit, they clearly go beyond that objective.
- c. Indeed, creating an 11-month season filled with two-week tournaments players must attend, with minimal rest between them, surpasses the coordination necessary to maintain a viable circuit of tournaments.
- d. More generally, the Rules clearly result in a worse competitive outcome, by effectively discouraging any new tournaments from entering the market for the players' services, thereby preventing the investment in and output of new tournaments vying for the players' services, even where market forces may

¹²⁸ See Commission's Notice, *Guidelines on the application of Article 81(3) of the Treaty*, recital (39), according to which the efficiency gains for consumers against restrictions of competition "*must not include the effects of any restrictions which fail the indispensability test*". See also, to this effect, Case AT. 40208 – *International Skating Union's Eligibility rules*, paragraph 290.

incentivize such investment to take advantage of artificially low prize money awarded to players.

- (133) **Third, and in any event, any efficiency gains potentially arising from the Rules clearly would fail to benefit “all users, be they traders, intermediate consumers or end consumers”**,¹²⁹ including, in the context of sport, national associations, professional or amateur clubs, professional or amateur players, young players and, more broadly, consumers, be they spectators or television viewers.¹³⁰
- a. On the contrary, as noted above, besides having a severely negative impact on players,¹³¹ the rules negatively affect the quality of the tournaments, as organisers are not free to offer whatever prizes they choose in order to attract the best players, as well as the attractiveness of the events for sponsors, audiences and media partners. As emphasised by the CJEU, it is not enough for restrictions to be prompted by the pursuit of legitimate objectives, as they still need to translate into “*genuine, quantifiable efficiency gains*” and “*compensate for the disadvantages caused in competition terms*”.¹³²
 - b. As noted above, apart from having a negative impact on players, the rules negatively affect the quality of the tournament and the attractiveness of the events for sponsors, audiences and media partners, and prevent a more varied

¹²⁹ Case C-333/21 *European Super League*, paragraph 193.

¹³⁰ *Ibid*, paragraph 195.

¹³¹ For completeness, whilst the ATP (but not the WTA) recently set up some form of “profit sharing” mechanism under its OneVision initiative, in reality the actual amount of money that is allocated to players as a result of this mechanism is minimal, and has no concrete impact on the money they receive. Specifically, the OneVision profit sharing scheme is constructed such that profits are aggregated across nine ATP Masters 1000 tournaments. If the profits exceed the value of the total ‘base prize money’ paid out across the category that year, the excess is shared 50-50 with the players via a Bonus Pool payment. However, this profit-sharing pool is also used a tool to further control players. Notably, Section 1.07(H)(1) of the ATP Rulebook 2025 states, as a fine for missing a Masters 1000 event (which will be discussed in greater detail below), the potential bonus payable to a player will be reduced by: (i) 25% upon missing one Masters 1000 event; and (ii) 50% upon missing two Masters 1000 events. However, whilst the players can halve these reductions (i.e. from 50% to 25%) by performing on-site promotional activities for the benefit of the ATP, they cannot recoup more than \$200,000 doing so. In practice, if a given player, whose total bonus entitlement is \$1,000,000, misses two Masters 1000 events, his total bonus entitlement becomes subject to a 50% reduction and drops to \$500,000. The player can halve this reduction by performing on-site promotional activities for the benefit of the ATP. By doing so, the player would supposedly recover \$250,000 out of the \$500,000. The ATP nevertheless caps the total amount recoverable to \$200,000. This means that the player will incur a \$300,000 loss regardless of (i) the underlying reasons for missing the Masters 1000 events (which could owe to injury, illness or visa issues); and (ii) having travelled at their own expenses, potentially across the world and in painful conditions to the Masters 1000 site in order to promote the ATP, without receiving any compensation for doing so. Furthermore, under Section 1.21(C) of the ATP Rulebook 2025, players may lose the right to any bonus where they are deemed by the ATP to: (i) not be in good standing; (ii) have a relationship that is ‘not in the best interests of ATP or the sport of tennis’; or (iii) participate in a ‘qualified non-covered event.’ Qualified non-covered events include events have a Top 100 ATP ranked player and the tournament (inter alia) has a duration of 3 or more consecutive days. Put differently, if an ATP Top 100 player plays in a non-approved exhibition tournament that is 3 or more consecutive days in length, they can lose any bonus entitlement.

¹³² Case C-333/21 *European Super League*, paragraph 196.

and competitive tennis offering, which would benefit players and spectators alike.

- c. Moreover, by incorporating successes at non-affiliated events into the ranking system, competing tournaments would be able to earn more money by attracting higher calibre player talent, which would in turn allow them to compete for fans by providing enhanced fan experiences and a better on-court product. For example, other non-affiliated tournaments could operate in more-accessible locations or geographic regions where the Governing Bodies do not currently operate. Allowing players the opportunity to play in other such tournaments without suffering a *de facto* Ranking Points penalty would allow the entire tennis ecosystem to thrive.
- d. In addition, opening up the Ranking Point scheme would also facilitate more viable avenues for fans to consume the sport, thereby making live matches less expensive, and geographically closer to where the consumers are, providing a gateway into tennis for fans that would otherwise not interact with the sport as much.
- e. On the contrary, through the Ranking Points system, the Governing Bodies use their unilateral scheduling authority, together with the punitive provisions in the Rulebooks, to create a never-ending tennis season which results in worse competitive conditions, and which effectively bars any new tournaments from entering the market for the players' services. Conversely, a true offseason with sufficient recovery time would allow players to rest and recuperate the strengths needed to perform at the world's highest levels

IV. IMPACT ON UK MARKET

(134) **The rules and practices that are the subject of this Complaint significantly affect the entire worldwide market for international tennis events, including in the UK.**

- a. Notably, the Governing Bodies' conduct also has an effect in the UK, insofar as they organise tennis tournaments within the UK, namely Wimbledon Grand Slam, the ATP Tour 500 Queen's Club Championships and WTA 250 and ATP 250 Rothesay International at Eastbourne. As such, the Governing Bodies' practices and policies directly affect (among others) British players, fans, and businesses.
- b. The economic impact of these tournaments is considerable, generating revenue through ticket sales, sponsorships, broadcasting rights, and tourism.
- c. The influence of the Governing Bodies extends beyond the events themselves, affecting the broader tennis ecosystem, including coaching, training facilities, and grassroots development in the UK.

V. DOCUMENTARY EVIDENCE

(135) The following documents are attached to this Complaint.

Annex #	Document
1.1	List of player complainants
2.1	Schedule of ATP, WTA and ITF tournaments held in the UK and globally (2024 season, excluding Challenger Tours)
2.2	ATP Bylaws
2.3	ATP Rulebook 2025
2.4	WTA Bylaws
2.5	WTA Rulebook 2025
2.6	Grand Slam Rulebook
4.1	Complaint filed in the United States District Court, Southern District of New York
4.2	UK Letter Before Action
4.3	Complaint filed with the European Commission

- (136) The Complainants would be pleased to discuss this Complaint further with the CMA and to provide further information that may be of assistance to the CMA's investigation.
- (137) Weil, Gotshal & Manges (London) LLP are authorised to act on behalf of the Complainant. Any request for further information may be directed in the first instance to legal counsel at the contact details below.

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SECTION 3

FINDING SOUGHT FROM THE CMA

- (138) The Complainants request the CMA to fully investigate the rules and practices described in this Complaint, with a view to: (i) declaring that the ITF, the ATP, the WTA and ITIA have infringed the Chapter I and Chapter II prohibitions contained in Sections 2 and 18 of the Act, as applicable; and (ii) requiring the ITF, ATP, WTA and ITIA to bring the infringement to an end and to refrain from repeating the same conduct or any conduct having the same or similar object or effect.
- (139) **The CMA has jurisdiction to investigate, since all three Governing Bodies are either headquartered in the UK, or have UK branches.** Notably:
- a. The ATP has a registered UK branch in London;¹³³
 - b. The WTA’s head office is in Manchester and it also has an office in London;¹³⁴ and
 - c. The ITF’s headquarters are in London.¹³⁵
- (140) **Moreover, it is submitted that investigating the rules and practices described in this Complaint would be in line with the CMA’s Prioritisation Principles and the CMA’s statutory duty to “promote competition, both within and outside the UK, for the benefit of consumers”.**¹³⁶ In this respect, the following considerations are relevant.
- a. **First, the market for sports services has seen a significant increase in legal disputes, particularly concerning governance, player rights, and commercial agreements.**¹³⁷ The proliferation of these cases underscores the complexity and contentious nature of the relationships between governing bodies, players, and other stakeholders. The CMA's involvement in this sector would provide much-needed direction and clarity. By prioritising this Complaint, the CMA can establish a benchmark for how sporting bodies ought to regulate their sports, including in the UK, to ensure that the principles of fair competition are upheld. This would not only benefit the tennis community, but also serve as a benchmark for other sports facing similar issues. Moreover, the CMA’s enforcement action would timely complement the academic study into the relationship between elite sport and competition policy, which the Complainants understand was recently commissioned by the UK government’s Department for Digital, Media, Culture and Sport.¹³⁸

¹³³ See GOV.UK, “ATP Tour, Inc.” (link available [here](#)).

¹³⁴ See WTA Group, “We’re never far away from our customers” (link available [here](#)).

¹³⁵ See ITF Tennis, “Contact Us” (link available [here](#)).

¹³⁶ CMA 188, ‘Prioritisation Principles’ (link available [here](#)).

¹³⁷ See, for example, the disputes between LIV Golf and the PGA Tour and FIFPRO, as well as Case C-124/21 P *International Skating Union v Commission* and Case C-333/21 *European Super League*.

¹³⁸ See GCR, “UK government commissions report on competition law and sport”, 14 March 2025 (link available [here](#)).

- b. **Second, the impact of CMA’s action is likely to have substantive positive impact.** As discussed in detail in the Complaint, the Governing Bodies’ conduct has negative ramifications on both the players and their fans. The CMA’s investigation into these practices would help ensure that the Governing Bodies operate in a manner that promotes fair competition and provides equal opportunities for all participants.
- c. **Finally, the CMA has previously clarified that it may take action in scenarios where private enforcement is ongoing, insofar as it is in the public interest to intervene and impose penalties that may deter other businesses from participating in similar illegal behaviour, and/or other market opening remedies.**¹³⁹ In accordance with these principles, the Complainants consider that the CMA’s intervention would be appropriate in this case, notwithstanding the fact that the Complainants are also seeking relief in the UK courts (as explained further in Section 4 below). In particular, the CMA’s intervention would be fully complementary to, and indeed go beyond, any remedial action sought by the Complainants from the courts, in that it would have clear precedential value in deterring other sporting bodies from engaging in similar anticompetitive conduct, and/or it would potentially impose remedies that are unavailable to the courts, with the clear effect of improving the market for tennis services in the UK. Moreover, the CMA complaint is brought on behalf of all players by the PTPA, whereas the UK litigation is brought on behalf of only a small number of players, so the complainant scope of the CMA complaint is much broader than the ongoing private enforcement.

¹³⁹ See Juliette Enser’s speech: ‘*UK competition law enforcement: a look ahead*’, 5 December 2024 (link available [here](#)).

SECTION 4

PROCEEDINGS BEFORE OTHER COMPETITION AUTHORITIES OR NATIONAL COURTS

- (141) The Complainants have sent a letter before action prior to commencing court proceedings in the United Kingdom and, outside the UK, have brought court proceedings in the United States and made a complaint to the Commission. Details of each of these are set out below.
- a. **US complaint.** On 18 March 2025, a complaint was filed in the United States District Court, Southern District of New York, against ATP Tour, Inc., WTA Tour, Inc., International Tennis Federation Ltd., and International Tennis Integrity Agency Ltd. The complaint seeks judgment that, inter alia: (i) the Defendants violated U.S. antitrust laws (Section 1 and Section 2 of the Sherman Act; (ii) the Court enjoin the Defendants from continuing to implement their unlawful agreement and unlawful monopsonies in violation of Section 1 and Section 2 of the Sherman Act; (iii) the Court award compensatory and treble damages resulting from the violation of Section 1 and Section 2 of the Sherman Act; (iv) the Court order the Defendants to disgorge the profits they have received from their inequitable conduct. A copy of the complaint is attached at **Annex 4.1**.
 - b. **UK Letter Before Action.** On 18 March 2025, a letter before action was sent to ATP Tour, Inc., WTA Tour, Inc., International Tennis Federation Ltd., and International Tennis Integrity Agency Ltd. The letter alleges that the Governing Bodies have misused their regulatory powers and procedures in breach of Section 2 and Section 18 of the Act through the rules and conduct described in this Complaint, and indicates that the claimants will look to take all steps necessary to protect their legal rights, including issuing court proceedings seeking a declaration that certain features of professional tennis, as administered by the Governing Bodies are unlawful. A copy of the letter is attached at **Annex 4.2**.
 - c. **Commission complaint.** On 18 March 2025, a complaint was filed with the Commission against ATP Tour, Inc., WTA Tour, Inc., International Tennis Federation Ltd., and International Tennis Integrity Agency Ltd. The complaint requests that the Commission adopt a decision that, inter alia, the Governing Bodies have infringed Article 101 and/or Article 102 TFEU through the rules and practices described in this Complaint, requests that the Commission fully investigate the rules and practices described in the complaint, with a view to: (i) declaring that the ITF, the ATP, the WTA and ITIA have infringed Article 101 and/or Article 102 TFEU, as applicable; and (ii) requiring the ITF, ATP, WTA and ITIA to bring the infringement to an end and to refrain from repeating the same conduct or any conduct having the same or similar object or effect. A copy of the EC complaint is attached at **Annex 4.3**.