
Appeals & Charges

Item 201-02: CDR Attorney as Advocate

The CDR be amended as follows:

5.1.11 *Advocate.* The Charging Party and the Charged Party each have the right to appoint an Advocate who shall not be a member of the ACBL Board of Directors to represent them before a Disciplinary Body at their own cost. ~~For matters before a Tournament Disciplinary Committee, District Disciplinary Committee, or District Appellate Committee, this Advocate shall not be an attorney.~~

5.2.3 *Charged Party's Rights.* A person charged with one of the grounds for discipline set forth in CDR 3 shall be entitled to:

- (a) Receive written notice of the date, time, and place of the hearing. Even if a person admits to a Charge, unless pursuant to a Negotiated Resolution (as set forth in CDR 5.2.14), a hearing shall nevertheless be held to determine and impose appropriate discipline.
- (b) Be furnished with a written statement of the Charges, the Complaint upon which the Charges are based (or a summary of the facts of such Complaint), and the name of the Complainant.
- (c) ~~For hearings at the District level, be~~ Be represented at the hearing by another person who shall not be ~~an Attorney or~~ a member of the ACBL Board of Directors. ~~The Charged Party may be represented by an Attorney outside the hearing room.~~
- ~~(d) For hearings at the Ethical Oversight Committee, ACBL Disciplinary Committee and Appeals and Charges Committee (when the latter two are acting with original jurisdiction), be represented at the hearing by another person who shall not be a member of the ACBL Board of Directors.~~
- (ed) Produce evidence and make statements on his/her own behalf.
- (fe) Be present during the entire hearing, except during procedural determinations and deliberation on verdicts and imposition of discipline.
- (gf) Question persons testifying. The chairperson may restrict this right if abused.

5.3.6 *Charged Party's Rights.* A person charged with one of the grounds for discipline set forth in CDR 3 shall be entitled to:

- (a) Receive written notice of date, time and place of the hearing. Should a person admit to a Charge, a hearing shall nevertheless be held to determine and impose appropriate discipline.
- (b) Be furnished with a written statement of the Charges, the Complaint upon which the Charges are based (or a summary of the facts of such Complaint), and the name of the Complainant.
- (c) Be represented at the hearing by another person who shall not be ~~an Attorney or~~ a member of the ACBL Board of Directors. ~~The Charged Party may be represented by an Attorney outside the hearing room.~~

7.4.5 *Rights of Parties to the Appeal or Automatic Review.* Each party to an appeal or Automatic Review under this CDR 7 shall be entitled to:

- (a) Receive written notice of date, time and place of the appeals hearing.
- (b) Be sent prior to the hearing a copy of the written appeal and all supporting documents submitted by the appellant, any other information submitted in a timely manner to the appellate body by any party to the appeal, all information included in the record from any previous Disciplinary Body that has heard the case, and any other information upon the instruction of the appellate body chairperson.
- (c) ~~For hearings at the District level, be~~ Be represented at the hearing by another person who shall not be ~~an Attorney or~~ a member of the ACBL Board of Directors. ~~The person charged may be represented by an Attorney outside the hearing room.~~
- ~~(d) For hearings at the ACBL Disciplinary Committee and Appeals and Charges Committee, be represented at the hearing by another person who shall not be a member of the ACBL Board of Directors.~~
- ~~(e)~~ Make statements on his behalf.
- ~~(f)~~ Be present during the entire hearing, except during procedural determinations and deliberation on verdicts and sentencing. Presence at the hearing may be in person or via telephone, teleconference, Skype or any other similar means where all participants may hear and/or see one another.
- ~~(g)~~ Question persons testifying. The chairperson may restrict this right if abused.

(hg) Be heard by a committee of at least three persons.

~~7.4.6 Representation Provided for ACBL-Related Entities: The Appellant and/or the Appellee have the right to appoint an Advocate to represent them before an Appellate Body at their own cost. For matters before a District Appellate Committee, this Advocate shall not be an Attorney.~~

Appendix A

C. Advocate

An Advocate may be selected by the Charging Party and/or the Charged Party to represent them before a Disciplinary Body. The Advocate is not neutral or unbiased. The Advocate is free to aggressively prosecute or defend the Charges. ~~(1) For hearings at the District level or before any Tournament Disciplinary Committee,~~ The Advocate selected to appear at the hearing must not be an Attorney or a member of the ACBL Board of Directors.

~~(2) For hearings before the Ethical Oversight Committee, ACBL Disciplinary Committee or Appeals and Charges Committee, the Advocate selected to appear at the hearing may be an Attorney but may not be a member of the ACBL Board of Directors.~~

IV. PRE-HEARING PROCEDURES

A. Notification of Parties is Required

The parties involved, including the Charging Party and Charged Party, must receive timely written notice of the date, time and place of the hearing, be furnished with written Charges, and be advised of their right to be represented. If time permits, in most cases thirty-day's prior notice is recommended (at least one day's notice at a tournament). ~~(1) For hearings at the District level or before any Tournament Disciplinary Committee, the~~ The representative selected to appear at the hearing may not be an Attorney or a member of the ACBL Board of Directors. ~~The Charged Party may be represented by an Attorney outside of the hearing room.~~

~~(2) For hearings at the Ethical Oversight Committee, ACBL Disciplinary Committee and Appeals and Charges Committee, the representative selected to appear at the hearing may be an Attorney but may not be a member of the ACBL Board of Directors.~~

Item 201-03: Allow EOC Members To Discuss Cases With Other EOC Members.

Section 3. Grounds for Discipline, Other than administrative suspension, under this CDR be amended as follows.

- 3.22 Discussion or dissemination of the content of a disciplinary hearing, other than information released to the public pursuant to ACBL Regulations, outside the hearing room by a Disciplinary Body member with any party (whether a party to the hearing or not). **However,**

members of the Ethical Oversight Committee may discuss cases with other Ethical Oversight Committee members after public release of a decision has taken place.

Appendix A – III The Disciplinary Body C – Comments Regarding Hearing by Members of a Disciplinary Body

(3) Comments Made Post-Hearing

Once the committee has rendered a decision which has been communicated to the parties and other notifications have been distributed pursuant to the CDR, the committee members may relate the finding of guilty or not guilty and the discipline imposed only to the extent such information is released publicly by other means. ***A committee member may not discuss anything related to the committee's deliberations.*** This restriction precludes, among other things, conversations with other members of the Disciplinary Body who did not hear the matter as well as posting on website blogs. Failure to follow these restrictions may lead to Charges against the member of the Disciplinary Body. Notwithstanding, a member of the Ethical Oversight Committee may discuss a case with other EOC members after the decision has been released. This is to ensure consistency in discipline assigned.

(See CDR 3.22.)

Item 201-04: Exclusion

The Code of Disciplinary Regulations be amended as follows:

4.2.1 *Policy.* A person upon whom discipline (other than a Reprimand) has been imposed twice in accordance with CDR 4.1 within a twenty-four (24) month period shall be automatically placed on Probation for two (2) years (“Automatic Probation”) by ACBL Management. Such automatic discipline imposed because of multiple offenses shall be consecutive to the imposition of the original discipline.

A violation of such Automatic Probation shall result in automatic Suspension for sixty (60) days (“Automatic Suspension”) by ACBL Management (which shall suspend any Probation until such Suspension has been served) plus such additional disciplines, up to and including Expulsion, as may be determined by the Appeals and Charges Committee. At the meeting of the Appeals and Charges Committee to determine such additional discipline, if any, the Disciplined Person is entitled to be present (i) in person, (ii) through a qualified representative or (iii) by telephone to discuss the case. Such Automatic Suspension imposed because of violation of the Automatic Probation shall be consecutive to the imposition of the original discipline, except that any Probation must be served following all Suspensions ~~(or exclusions)~~. (See also CDR 5.1.15.)

Item 201-05: Negotiated Resolution

5.2.14 *Negotiated Resolution of a Charge.*

General Procedures for Conduct of Hearings by Disciplinary Bodies of Original Jurisdiction in Section 5 of this CDR do not apply unless otherwise noted in this section.

Disciplinary Body. The Charging Party and the Charged Party **must** present a Negotiated Resolution ~~of all pending Charges to:~~ to:

- (a) the Appeals and Charges Committee if the Ethical Oversight Committee would have heard the Charges absent such Negotiated Resolution, or if the charge was a First Degree Ethical Violation.
- (b) the Disciplinary Body which would have heard the Charges absent such Negotiated Resolution (except for 5.2.14 (a)).

Policy. This resolution must (i) dispose of all pending Charges against the Charged Party, and (ii) include the complete parameters of the discipline to be imposed, and (iii) include the Charging Party and the Charged Party waiving all its rights to appeal, both administratively and through arbitration or the courts. This resolution may also include a requirement that the Charged Party testify against any other Charged Party, if any ~~The Charged Party must waive all rights to appeal the finding of guilt and the~~, and/or may consist of a dismissal of all charges. This resolution may include discipline ~~imposed, both administratively and through arbitration or imposed~~ outside the courts. Upon entering into a parameters listed in CDR 4.

Standard of Review. The Disciplinary Body reviewing the Negotiated Resolution ~~the Charging Party agrees may, and is encouraged to, conduct its review by telephone or video conference call. The waive all its rights to appeal as well.~~ Disciplinary Body may (i) request written statements, (ii) review all related documents on file at the time of the Negotiated Resolution, and (ii) review the Charged Party's previous disciplinary record upon request.

Standard of Acceptance. When ~~considering~~ deliberating on whether ~~or not to~~ accept the Negotiated Resolution, the Disciplinary Body must ~~take into account~~ consider the benefit to the ACBL of the certainty of conviction and the waiver of all appeal rights by the Charged Party and Charging Party. ~~A Negotiated Resolution may consist of a dismissal of all charges.~~

~~(b) — Rejection of Negotiated Resolution.~~ If a Negotiated Resolution is rejected by the Disciplinary Body in 5.2.14 (b), a different panel shall be chosen to hear the Charges if the previously disciplinary record was reviewed. Otherwise, the same panel may hear the Charges. The new panel shall not be informed why the proposed Negotiated Resolution was rejected, nor, if possible, that a proposed Negotiated Resolution was even presented. ~~(c) — If a Negotiated Resolution deals in any manner with Charges that included an Ethical Violation when brought, its terms must be approved by the Appeals and Charges Committee rather than the Disciplinary Body which would have heard the Charges absent such Negotiated Resolution. The Appeals and Charges Committee is not required to review a Negotiated Resolution merely because of the discipline imposed. The Appeals and Charges Committee may, and is encouraged to, conduct its review by telephone or video conference calls between its regularly scheduled meetings at Board of Directors' meetings. The Appeals and Charges Committee may, but is not required to, request written statements, not to exceed three (3) pages, from the Charging Party, the Charged Party and/or the Disciplinary Body before, or during a period of adjournment after, its review is commenced as to why the proposed resolution is appropriate.~~ (d) If a Negotiated Resolution is rejected by the Appeals and Charges Committee, the Charges shall be heard by the ~~same panel of the Disciplinary Body~~ Ethical Oversight Committee which would have heard the Charges absent such Negotiated Resolution.

Disciplinary Bodies Right to Participate in Negotiation. The Disciplinary Body may provide a reason for rejection or a condition for acceptance. Each party will have the right to review the condition for acceptance and choose to accept or reject within ten days of being notified.

Challenging Committee Members for Cause. There shall be no automatic challenges to the members of any Disciplinary Body. There may be challenges for Cause, such as bias, upon good

cause shown (not merely alleged). In such cases, the balance of the committee members shall decide the validity of the challenge. A majority vote of such remaining members is required to remove a member for Cause.

Hearing Report Required. The Disciplinary Body must send to ACBL headquarters a fully typed Hearing Report and a copy of its written decision, if any is produced in writing, within thirty (30) days from the conclusion of the review.

Item 201-06: ACBL Not Law Enforcement

The CDR be amended as follows:

3. GROUNDS FOR DISCIPLINE, OTHER THAN ADMINISTRATIVE SUSPENSION, UNDER THIS CDR

3.1 Violation of Laws: ~~of Duplicate Bridge.~~

Item 201-07: Grounds for Discipline, other than Administrative Suspension, under this CDR

The Code of Disciplinary Regulation be amended as follows:

Definitions

Ethical Violations

~~Serious and/or repeated infractions of the Laws or noncompliance with, or violation of, this CDR or other ACBL Regulations or other rules (or noncompliance with, or violation of, the rules and regulations of another bridge organization) that involve improper conduct consciously perpetrated. They may produce improper or unfair advantages, but no proof of intent to gain such unfair or improper advantage is necessary for a finding of guilt. Examples of "Ethical Violations" include, but are not limited to, those set out in Part I of Appendix B to this CDR.~~

Conduct specified in § 3.20. In general, ethical violations are actions (other than those permitted by the Laws or other ACBL regulations) that are likely to have a material impact on the outcome of a bridge competition.

3. GROUNDS FOR DISCIPLINE, OTHER THAN ADMINISTRATIVE SUSPENSION, UNDER THIS CDR

...

3.20 CHEATING AND OTHER ETHICAL VIOLATIONS.

3.20(1) First Degree Ethical Violations. The following actions constitute First Degree Ethical Violations:

3.20(1)(a) Collusive Cheating: Signaling. [moving this from the Definitions section here] Collusive Signaling is an agreement made between two or more

people, at least one of whom is a contestant, to exchange or pass information illicitly. This section includes agreements made by persons who are not partners or contestants, including, but not limited to kibitzers or teammates.

3.20(1)(b) *Collusive Cheating: Other.* Collusive Cheating is an agreement between two or more people, other than Collusive Signaling, to affect the outcome of a competition illicitly. Neither person need be a contestant to be charged under this section.

3.20(1)(c) *Theft of Hand Records.* Theft of Hand Records is the acquisition of information in any form from a hand yet to be played. This includes physical tangible hand records, digital information, wearing a wire, or any other method used to obtain information about a hand.

3.20(1)(d) *Cold Decking.* Cold Decking is the intentional dealing of cards in a manner designed to place a particular card with a specific player.

3.20(1)(e) *Marking Cards.* Marking Cards is intentionally compromising the integrity of playing cards, or taking advantage of the same, to identify a particular card. This includes changing or tampering the physical appearance of playing cards in any form, including markings or crimpings, or using methods to identify discrepancies in the playing cards such as edge-sorting.

3.20(1)(f) *Recommended Discipline.* The recommended discipline for a finding that a person has committed a First Degree Ethical Violation is 2 years Suspension to Expulsion, with an appropriate term of probation following the term of suspension, and 25-100% of the Disciplined Person's total masterpoint holding.

3.20(2) **Second Degree Ethical Violations.** The following actions constitute Second Degree Ethical Violations:

3.20(2)(a) *Score Alteration.* This includes changes made to scores or results in any form other than those obtained through bridge play at the table.

3.20(2)(b) *Submitting False Information to ACBL.* A charge under this section requires the deliberate submission of false information for the purpose of changing the outcome of a competition or event eligibility. This section requires that false information be submitted to an ACBL Official or Disciplinary Body, which do not include ACBL sanctioned clubs. False information submitted to the ACBL for reasons unrelated to bridge competition are Administrative Violations charged under CDR ??.

3.20(2)(c) *Peeking.* A charge of Peeking requires a blatant and deliberate attempt to see the opponents' cards.

3.20(2)(d) *Sharing Advance Information.* A charge under this section involves providing information of a hand to a player who has not yet played the hand. If the information is shared by agreement, the action should be charged as “Collusive Cheating: Signaling” under section 3.20(1)(a) or “Collusive Cheating: Other” under section 3.20(1)(b).

3.20(2)(e) *Soliciting Advance Information.* A charge under this section involves the solicitation or request of information of a hand from a player who has already played the hand. If the solicitation or request is made by agreement, the action should be charged as “Collusive Cheating: Signaling” under section 3.20(1)(a) or “Collusive Cheating: Other” under section 3.20(1)(b).

3.20(2)(f) *Concealment of Partnership Agreement.* A charge of Concealment of Partnership Agreement requires an active and deliberate non-disclosure of any partnership agreement. The agreement is not limited to conventional meanings or bids but may include tactical or “state-of-the-match” agreements between partners or teammates.

3.20(2)(g) *Dumping.* Dumping requires intentionally obtaining a poor result on a hand, losing a match or contest, or other actions designed to affect the outcome of a hand other than through bridge ability.

3.20(2)(h) *Entering Ineligible Event.* A charge under this section requires that the player knowingly entered an event in which he was ineligible.

3.20(2)(i) *Recommended Discipline.* The recommended discipline for a finding that a person has committed a Second Degree Ethical Violation is 90 days - 2 years Suspension, with an appropriate term of probation following the term of suspension, and 0-50% of the Disciplined Person’s total masterpoint holding.

3.20(3) **Third Degree Ethical Violations.** The following actions constitute Third Degree Ethical Violations:

3.20(3)(a) *Unsportsmanlike Psyching.* This includes frivolous or overly frequent psyching.

3.20(3)(b) *Using Unauthorized Information.* A charge under this section requires that the UI be revealed accidentally.

3.20(3)(c) *Clocking.* Clocking is the attempt to identify a card based upon the location of where that card is pulled from a player’s hand.

3.20(3)(d) *Coffehousing.* Coffehousing is behavior having no bridge-related purpose and intended to deceive an opponent. This includes actions such as hesitating with singletons in a suit, or asking frivolous or leading questions.

3.20(3)(e) *Score Comparison*. A charge of Score Comparison is the deliberate provision of, or request for, information about a board in play after both parties have played it before the end of the session.

3.20(3)(f) *Illegal Method*. A charge of Illegal Method requires that a partnership knew of the illegality of the method before using it.

3.20(3)(g) *Contestant Influence*. A charge of Contestant Influence is an attempt to influence an opponent to enter or withdraw from an event to improve one's likelihood of success.

3.20(3)(h) *Failure to Correct Incorrect Score*. A charge of Failure to Correct Incorrect Score is the failure of any player to notify an appropriate tournament official of a score that one knows is incorrect, whether or not that score is beneficial to that player.

3.20(3)(i) *Recommended Discipline*. The recommended discipline for a finding that a person has committed a Third Degree Ethical Violation is 10-90 days Suspension, with an appropriate term of probation following the term of suspension, and 0-25% of the Disciplined Person's total masterpoint holding.

APPENDIX B to Code of Disciplinary Regulations (cont.)

CHART 2: ETHICAL VIOLATIONS

OFFENSE	RECOMMENDED DISCIPLINE	SUGGESTED MASTERPOINT PENALTIES
E1 Deliberately ask for or give information about a board in play after both parties have played it (CDR 3.2 and 3.7)	Reprimand and/or up to 60 days Probation.	0-25% of Disciplined Person's total masterpoint holding.
E2 Give information about a board in play to a player who has not yet played the board (CDR 3.2 and 3.7)	30 days Suspension to 1 year Suspension (NOTES 2 and 3)	0-25% of Disciplined Person's total masterpoint holding with no intent. 10-50% of Disciplined Person's total masterpoint holding when intent is proven.
E3 Unsportsmanlike, frivolous or frequent psyching (CDR 3.2 and 3.7)	60 days Probation and/or up to 30 days Suspension	0-25% of Disciplined Person's total masterpoint holding.
E4 Play a convention, system, or treatment knowing it is illegal (CDR 3.2 and 3.7)	90 days Probation and/or up to 60 days Suspension (NOTE 2)	10-50% of Disciplined Person's total masterpoint holding.
E5 Purposefully fail to disclose partnership agreements with intent to deceive when required to do so (CDR 3.2 and 3.7)	1 year Probation and/or up to 1 year Suspension. (NOTE 2)	10-50% of Disciplined Person's total masterpoint holding.
E6 Bid or play with the specific intent to achieve a poor result on that hand (CDR 3.2 and 3.7)	90 days Probation to 90 days Suspension (NOTE 2)	0-25% of Disciplined Person's total masterpoint holding.
E7 Knowingly or intentionally: a. change a score; b. Submit, or cause to be submitted, a false result of a hand, round or match; c. change or submit, or cause to be changed or submitted, any information that could result in awarding incorrect masterpoints; or d. enter an event for which you are not eligible (CDR 3.1, 3.7 and CDR 3.13)	1 to 3 year Probation and/or up to 2 years Suspension (NOTES 1 and 2)	10-50% of Disciplined Person's total masterpoint holding.
E8 Knowingly or intentionally submit, or cause to be submitted, false information (or deliberately distort facts) to the ACBL or an ACBL Official or committee (CDR 3.13)	1 to 3 year Probation and/or up to 2 years Suspension (NOTES 1 and 2)	10-50% of Disciplined Person's total masterpoint holding.
E9 Accidentally gain access to information and then act on it (CDR 3.1, 3.2 and 3.7)	1 year Probation and/or up to 180 days Suspension (NOTE 2)	0-25% of Disciplined Person's total masterpoint holding.

OFFENSE	RECOMMENDED DISCIPLINE	SUGGESTED MASTERPOINT PENALTIES
E10 Hesitate with an intent to deceive; use intonations and mannerisms that may deceive opponents or help partner (CDR 3.1, 3.2 and 3.7)	1 year Probation and/or up to 1 year Suspension (NOTE 2)	0-25% of Disciplined Person's total masterpoint holding.
E11 Deliberately try to see from where an opponent plays his cards (CDR 3.1, 3.2 and 3.7)	90 days Probation and/or up to 90 days Suspension (NOTE 2)	0-25% of Disciplined Person's total masterpoint holding.
E12 Actively and deliberately try to see an opponent's cards (CDR 3.1, 3.2 and 3.7)	1 year Probation and/or up to 1 year Suspension (NOTE 2)	10-50% of Disciplined Person's total masterpoint holding.
E13 Actively seek advance information about a board in play (CDR 3.1, 3.2 and 3.7)	2 years Suspension to Expulsion (NOTES 2 and 3)	25-100% of Disciplined Person's total masterpoint holding.
E14 Pre-arrange or re-arrange a deal (or part thereof) or a hand, including one card (CDR 3.1, 3.2 and 3.7)	2 years Suspension to Expulsion (NOTES 2 and 3)	25-100% of Disciplined Person's total masterpoint holding.
E15 Intentionally gain access to hand records for an event prior to the event and enter and play in the event and/or give the hand records or copies to another person prior to (or contemporaneous with) that person entering and playing in the event (CDR 3.1, 3.2 and 3.7)	Expulsion	100% of Disciplined Person's total masterpoint holding.
E16 Prearranged partnership collusion by means of signaling to exchange information (CDR 3.1, 3.2 and 3.7)	Expulsion	100% of Disciplined Person's total masterpoint holding. (NOTE 4)
E17 Playing an ACBL sanctioned event while serving a Suspension (compare to C19) (CDR 3.2 and 3.5)	Extension of the Suspension to twice the original term up to Expulsion (NOTES 2 and 3)	10-25% of Disciplined Person's total masterpoint holding.
E18 Knowingly partnering or playing on a team with a person who is presently serving a Suspension from ACBL or who is presently expelled from ACBL (CDR 3.2, 3.7 and 3.19)	1 year Probation and/or up to 1 year Suspension	10-25% of Disciplined Person's total masterpoint holding.
E19 Cheating and other Ethical Violations not specifically cited by other sections of this Appendix (CDR 3.20)	90 days Suspension up to Expulsion (NOTES 2 and 3)	0-100% of Disciplined Person's total masterpoint holding.
E20 Attempt to influence a decision of a Disciplinary Body outside of the hearing process(es) (CDR 3.21)	Reprimand and/or up to 2 years Probation and/or up to 180 days Suspension.	0-100% of Disciplined Person's total masterpoint holding.

CHART 2: ETHICAL VIOLATIONS (cont.)

OFFENSE	RECOMMENDED DISCIPLINE	SUGGESTED MASTERPOINT PENALTIES
E21 Discussion of the content of the hearing, other than the committee decision, outside the hearing room by a Disciplinary Body member with any party (whether a party to the hearing or not). The committee decision includes the finding of Guilty/Not Guilty and the discipline imposed (CDR 3.22)	Reprimand and/or up to 2 years Probation and/or up to 180 days Suspension	0-10% of Disciplined Person’s total masterpoint holding.
E22 Unauthorized access password protected information without permission or misrepresent identity to gain access to a website and/or electronic data (CDR 3.23)	1 year to lifetime Probation and/or up to 2 years Suspension up to Expulsion NOTE 3	0-50% of Disciplined Person’s total masterpoint holding.
E23 Cyber-attacks or similar electronic disruptions, or attempts at disruptions of websites and/or electronic data systems (CDR 3.24)	1 year to lifetime Probation and/or up to 5 years Suspension up to Expulsion NOTE 3	0-25% of Disciplined Person’s total masterpoint holding.
E24 Use without permission ACBL-provided member data for personal use, financial gain or harassment (CDR 3.25)	1 year to lifetime Probation and/or up to 2 years Suspension up to Expulsion NOTE 3	0-50% of Disciplined Person’s total masterpoint holding.
E25 Repeated use of copyrighted ACBL material or software without permission (CDR 3.26)	1 year to lifetime Probation and/or up to 2 years Suspension up to Expulsion NOTE 3	0-25% of Disciplined Person’s total masterpoint holding.

Bylaws

Item 201-15: Bylaw Change – Executive Director

Deferred from San Francisco, CA Fall 2020 Meeting (First Reading)

Bylaws Article V, ACBL Board of Directors, Section 5.1 Authority be amended to as follows:

5.1 **Authority.** There shall be a Board of Directors of the ACBL that shall supervise and regulate the business, property and affairs of the ACBL, except as otherwise expressly provided by law, the Certificate of Incorporation or these Bylaws. The Board shall dedicate the organization’s resources to its purposes as set forth in Article I. The Board shall employ a or Executive

Director to manage and conduct ACBL business in accordance with policies and regulations established by the Board of Directors.

Bridge

Item 201-20: Barry Crane Tribute

Eliminate the 35,000 point recognition and replace it with 35,135.8 which is the exact amount that Barry Crane achieved at the time of his death.

Item 201-21: Unit and Club Teacher Recommendations

The NABC establish procedures to:

- Enable Teaching Clubs and Unit Boards to recommend teachers who teach at clubs or bridge centers to teach beginner bridge classes.
- Record these recommendations for all members in good standing.
- List teachers and the beginner classes they teach on the trybridge.org website under “find a teacher” or “find a class” searches by zip code, city or state.
- Encourage Club and Unit recommended teachers to engage their peers to develop best practices, teaching materials (including teaching hands) and collaborative problem solving.

Item 201-22: Teaching Clubs Centers

The ACBL will establish procedures for designating Teaching Clubs and Centers:

- Teaching Clubs and Centers shall apply to the ACBL for their designation by providing a 1-year calendar showing class, play, social, and duplicate offerings.
- The designation shall require annual renewal based on updated information.
- Teachers, Clubs, and Centers shall be responsible for keeping the class offerings up to date. Outdated information will be removed from trybridge.org. Failure to update information will cause the loss of the Teaching Club/Center designation.
- A list of Teaching Clubs and Centers will be made available to new prospects in response to their search for how to learn bridge.

The ACBL may limit the number of Teaching Clubs and Centers based on their objective performance teaching new students, attracting new players to bridge, and helping create new ACBL Members. Paid ACBL member creation and creation of (new) Guest Members are appropriate metrics for assigning these designations. Objective criteria used shall be made known to teachers, clubs, and centers.

Item 201-23: Award for Round Robin Qualifying

(Second Reading)

On page 17 of the Masterpoint Book under Section B dealing with KO/Bracketed Teams (Soloway Format), is amended to read

When a Round Robin is played to qualify four teams to KO finals:

5-6 Teams Pays 2 places (GOLD) 3rd receives 20% of 1st 1/3 Gold and 2/3 Red, pigmentation rules notwithstanding 4th receives 10% of 1st (RED)
7-8 Teams Pays 3 places (GOLD) 4th receives 20% of 1st (RED)
9+ Teams Pays 4 places (GOLD)

Note: For Gold awards - Section 4 of pigmentation of awards rules do apply except as noted above.

Also, a 4 team single bracket KO is allowed as a 2-session event. It will pay only 1st place at 50% of the award calculated by the KO formula with a bracket size adjustment factor of .520

Item 201-24: Board Requirements for Masterpoint Limited STaC Games

Codification Chapter X – Sectionals, A. General, Section 3 – STaCs 3.7 be amended as follows:

3.7 In order to be eligible for overall awards in a STaC, or any event that is scored across more than one club, the minimum number of boards played is set at 20 with the exception of masterpoint limited events restricted to players with <199 masterpoints whose minimum number of boards played is set at 18.

Item 201-25: Club Director Accreditation

The Codification Chapter VI – Club Sanctioned Games, C. General Club Game Regulations, be amended as follows:

CHAPTER VI – CLUB SANCTIONED GAMES

C. General Club Game Regulations

Section 2 – Game Director

- 2.1 ACBL management is ~~and shall be~~ the sole-arbiter of the right of any club level, or higher, director to conduct any ACBL sanctioned tournament or game. Any club, or higher-rated, Director must be ACBL member in good standing with all service fees and dues paid. ~~to be eligible to direct an ACBL sanctioned game.~~
- 2.2 ACBL management ~~has the right to~~ may suspend or cancel a club director's accreditation for any reason ~~cause~~ upon 30 days' notice to the club director. Management may forego the notice period if it has reason to believe that the actions of the club director will result in substantial and immediate violation of ACBL regulations, increase the likelihood of lawsuit

against the ACBL, or result in violation of state or Federal law. ACBL management will provide the club director with a written statement of the reasons for its decision in its notice, or within 10 days of the suspension or cancellation if it foregoes the 30-day notice period. ~~Either of the following shall constitute “cause” for cancellation of accreditation:~~

- ~~a. direction of a club game out of compliance with ACBL regulation; and/or~~
- ~~b. an unsuitable club venue.~~

2.3 A club director who has received notice that his accreditation will be or has been suspended or canceled may respond in writing with reasons why the suspension or cancellation should not occur. ACBL management will notify the club director of its decision to maintain, amend, or withdraw its decision within 30 days of receiving the club director’s response. ~~A cancellation of accreditation is usually for a fixed period of time, whereupon the club director may apply for reinstatement of accreditation (a new examination may be required by ACBL management for reinstatement). A cancellation may be permanent without the possibility of reinstating accreditation.~~

2.4 The club director may appeal the decision of ACBL management by filing a written notice with the Appeals and Charges Committee of the ACBL Board of Directors within 30 days after receiving the decision of ACBL management under § 2.3. The suspension or cancellation will remain in effect until the appeal before the Appeals and Charges Committee has been decided. ~~The 30-day notice of cancellation of accreditation shall provide the club director with the option of providing ACBL management with reasons in writing why the cancellation should not take place, whereupon ACBL management, in its own discretion, may leave the cancellation of accreditation in place, amend the cancellation or withdraw the cancellation.~~

2.5 If the club director’s accreditation has been cancelled, the club director may apply for reinstatement of accreditation after 6 months have elapsed from the date of the original cancellation. A new examination may be required by ACBL management for reinstatement. ~~The club director may file a written appeal of a cancellation of accreditation with the Appeals and Charges Committee of the ACBL Board of Directors within 30 days of the effective date of the cancellation; provided, however, that the cancellation will remain in effect until the appeal before the Appeals and Charges Committee has been decided. In order to be considered, such written appeal must include reasons why the cancellation is inconsistent with the terms of this Section C.~~

2.6 Club Directors at Special Events

2.6.1 Non-playing directors are encouraged but not required for games having not more than one section of 17 tables or fewer for the following special events held at clubs or units: ACBL-wide International Fund Games, ACBL-wide Charity Games, Grass Roots Games, Junior Fund Games, International Fund Games, Educational Foundation Fund Games, Senior Pairs, Worldwide Pairs, ACBL-wide Instant Matchpoint Games, Membership Games, NABC Promotional Games, GNT Fund Raisers, Club Appreciation Games, STaC Games, the Canadian Olympiad, the COPC, the CNTC, the North American Open Pairs club and Unit qualifying stages,

the Grand National Teams club and Unit qualifying stages, Unit Championships, and Unit Charity Championships.

2.6.2 Playing directors in STaC games and their partners are ineligible to receive overall STaC masterpoint (silver point) awards but are eligible to receive section awards. At sponsor option, the above restriction may be waived. Such waiver shall be noted on the sanction application submitted to ACBL headquarters.

~~ACBL management may cancel a club game director's accreditation without notice if the "cause" for cancellation is such that continuation of the club director's club activities will result in substantial and immediate violation of ACBL regulations, increase the likelihood of lawsuit against the ACBL, or result in violation of state or Federal law.~~

~~2.7 Club Directors at Special Events~~

~~2.7.1 Non-playing directors are encouraged but not required for games having not more than one section of 17 tables or fewer for the following special events held at clubs or units: ACBL-wide International Fund Games, ACBL-wide Charity Games, Junior Fund Games, International Fund Games, Educational Foundation Fund Games, Senior Pairs, Worldwide Pairs, ACBL-wide Instant Matchpoint Games, Membership Games, NABC Promotional Games, GNT Fund Raisers, Club Appreciation Games, STaC Games, the Canadian Olympiad, the COPC, the CNTC, the North American Open Pairs club and Unit qualifying stages, the Grand National Teams club and Unit qualifying stages, Unit Championships, and Unit Charity Championships.~~

~~2.7.2 Playing directors in STaC games and their partners are ineligible to receive overall STaC masterpoint (silver point) awards but are eligible to receive section awards. At sponsor option, the above restriction may be waived. Such waiver shall be noted on the sanction application submitted to ACBL headquarters.~~

Item 201-26: Club Masterpoint Ratings

Codification Chapter 1 – Membership, I. Juniors, Chapter III Administration, A. Units, Chapter V – Charity, Foundations and Special Funds, Chapter VI – Clubs Sanctioned Games are amended as follows:

CHAPTER I – MEMBERSHIP

I. JUNIORS

Section 3 – Junior Fund Games

3.1 January is designated as Junior Fund (as defined below) Month.

3.2 ~~Replace all Unit or District Charity Games with one class of fund or foundation games. There will be a maximum of four/year per Unit and four/year per District. The fee structure will be the same as special fund or foundation games at clubs.~~ Any of the four allotted sessions may be held as a Junior Fund Game, Charity Game, Educational Foundation Game,

Grass Roots Fund Game or International Fund Game, except January is reserved for Junior Fund Games, April is reserved for Charity Games, May is reserved for Grass Roots Fund Games and September is reserved for International Fund Games.

CHAPTER III – ADMINISTRATION

A. UNITS

Section 2 – Unit Requirements, Privileges and Responsibilities

- 2.1 A Unit functions as an organization chartered by ACBL, which, in accordance with its charter, supervises and promotes many, but not all, aspects of ACBL bridge within its boundaries. It has the exclusive right to conduct all Sectionals held within its territory. In addition, it may obtain sanctions from ACBL to organize and conduct other games such as Unit Championships, Unit-wide games, Unit charity games ~~and extended team events~~, as well as club games.

CHAPTER V – CHARITY, FOUNDATIONS AND SPECIAL FUNDS

C. UNIT AND DISTRICT CHARITY GAMES

Section 1 – Unit and District Fund or Foundation Games

- 1.1 Units and Districts may hold a ~~Fund or Foundation~~ Charity game maximum of four/year per Unit and four/year per District. The fee structure will be the same as special Fund or Foundation games at clubs. Any of the four allotted sessions may be held as a ~~Junior Fund Game~~, Charity Game, ~~Educational Foundation Game~~, Grass Roots Fund Game or ~~International Fund Game~~, except that January is reserved for Junior Fund Games, April is reserved for Charity Games, May is reserved for Grass Roots Fund Games and September is reserved for International Fund Games.
- 1.2 Overall masterpoints will be awarded in District-wide Charity Games that use hand records and for which District winners are determined.

Section 2 – Special Games at Clubs

- 2.4.2 Grass Roots funds may be used to provide player stipends for attending the competition at the NABCs and encouraging attendance at ~~Unit and~~ District finals. In addition, at the discretion of the District, funds may be used to prepare and promote participation by players in Flights B and C at the club level. **Effective 1/1/2020.**

CHAPTER VI – CLUB SANCTIONED GAMES

B. Types of Club Masterpoint Games

Section 4 – Special Fund Games

~~4.3 Extended Team Games~~

~~4.3.1—A Unit is entitled to hold three Sectional-rated (black points) extended team events per year. Extended is defined for this purpose as requiring at least three sessions of 24 boards each to complete. These events may be played with or without a qualifying stage, but a qualifying stage may not award overall masterpoints—only match awards. Some examples of formats for extended team play are: single-elimination KO, double-elimination KO, Swiss qualifying to either type of KO, round robin qualifying to either type of KO, extended Swiss, extended round robin, and other types.~~

~~4.3.2—Should a Unit wish to hold a one-day qualifying event which awards overall masterpoints and also qualifies teams into an extended event, they may use one of their Unit Championship entitlements (Unit Championship-rated) for the qualifying stage and then use an extended-team sanction entitlement for the final stage.~~

~~4.3.2.1—For such a combination of stages, the number of teams in the extended event is based on the number of teams actually qualified and entered into the extended stage—not the number of teams in the qualifying stage.~~

~~4.3.3—Should a Unit wish to hold an extended event with overall awards, which also qualifies teams into another extended event with its own overall awards, it may do so by using two of its extended event entitlements. Each event must meet the length requirements and the number of teams in the second event is based as outlined above.~~

Section 5 – Other Club Games

~~5.9 Bridge Plus+~~

~~5.9.1—These games provide a transition from ACBL beginning bridge classes to newcomer games conducted at ACBL-sanctioned games. They may be operated by bridge teachers, club managers or ACBL club directors. Players are encouraged to ask for advice on bidding and playing the hands.~~

~~5.9.2—A sanction is required to conduct an ACBL Bridge Plus+ game. Bridge Plus+ sanctions are issued free of session fees if all of the following conditions are met:~~

- ~~a.—Only students with fewer than five masterpoints may participate in the game.~~
- ~~b.—The game must consist of a minimum of six boards.~~
- ~~c.—Monthly Reports must be sent to ACBL by the 10th of the month following the month in which the game was held.~~

~~The teacher who runs the game need not be a club director. The teacher/ director resolves all irregularities.~~

C. General Club Game Regulations

2.7 Club Directors at Special Events

- 2.7.1 Non-playing directors are encouraged but not required for games having not more than one section of 17 tables or fewer for the following special events held at clubs or units: ACBL-wide International Fund Games, ACBL-wide Charity Games, Junior Fund Games, International Fund Games, Educational Foundation Fund Games, Senior Pairs, Worldwide Pairs, ACBL-wide Instant Matchpoint Games, Membership Games, NABC Promotional Games, GNT Fund Raisers, Club Appreciation Games, STaC Games, ~~the Canadian Olympiad~~, the COPC, ~~the CNTC~~, the North American Open Pairs club and Unit qualifying stages, the Grand National Teams club ~~and Unit~~ qualifying stages, Unit Championships, and Unit Charity Championships.

D. CLUB CHAMPIONSHIPS AND SPECIAL EVENTS

~~1.6 Member/Guest Club Championship~~

- ~~1.6.1 Each ACBL-sanctioned club that operates a minimum of 18 regularly scheduled games under one session during the year is entitled to hold a one-session Member/Guest Club Championship. A club that is sanctioned for, and conducts, from six through 10 weekly sessions is entitled to hold two Member/Guest Club Championships, and a club that conducts 11 or more weekly sessions is entitled to hold three Member/Guest Club Championships.~~
- ~~1.6.2 Member/Guest Club Championships may be scheduled at any time during the year.~~
- ~~1.6.3 Once each year a Club may hold a one-session Member/Guest Club Championship at a time other than that of the regularly sanctioned session. When this is the case, written permission must be obtained from all other sanctioned clubs within a 25-mile radius scheduled to hold a game at the same time.~~
- ~~1.6.4 Clubs entitled to hold more than one Member/Guest Club Championship may only move one of the events to a session for which they are not sanctioned.~~
- ~~1.6.5 Member/Guest Club Championships are open only to (1) any partnership made up of one ACBL member and one player who is a non-ACBL member or (2) any partnership made up of two individuals, neither of whom are ACBL members.~~

Item 201-27: STaC Matchpointing Requirement

The language in item 181-19 relating to matchpointing across the field is rescinded. Item 182-43, which establishes an implementation date of 1/1/2021 for this change, is rendered obsolete and thus also rescinded.

Item 201-28: STaC Conditions of Contest

The revised Conditions of Contest for STaCs, attached as [Exhibit A2 CoC.pdf](#), be adopted.

Codification Chapter 10, Part A, Paragraph 3.4 is deleted, with the subsequent paragraphs renumbered accordingly.

Item 201-29: North American Pairs Conditions of Contest

The Conditions of Contest for the 2020-2021 NAP, attached as [Exhibit A1 NAP CoC.pdf](#), be adopted.

Governance

Item 201-45: Transfer of Unit 227

Members in Merce County, West Virginia including zip codes 24701, 24712, 24714, 24715, 24724, 24728, 24729, 24731, 24732, 24733, 24734, 24736, 24737, 24738, 24739, 24740, 24747, 24751, 25820, 25841, 25922 and 25971 be transferred from unit 227 in district 11 to unit 231 in district 6.

Item 201-46: Board Oversight Committee

Codification Chapter IV – Board Procedures, A.- Administration, Section 5 – ACBL Board of Directors Behavioral Code 5.3 and 5.3.1 be amended as follows.

- 5.3 The Board Oversight Committee will consist of three members; the **current** Chair of the Board as the committee chair and the two most immediate past Board Presidents currently **serving** on the Board. **If there are not any or a sufficient number of past Presidents currently serving on the Board, then the Board member(s) with the longest tenure will serve. Should there be more than one member equally eligible to fill any vacancy, the decision will be made by coin toss.**
- 5.3.1 If any, ~~or all, of the above are~~ **member of the committee is** ineligible to serve because ~~they are no longer on the Board or are~~ **he is** the subject of the complaint, **or he recused himself or is otherwise disqualified, then temporary members will be added to the committee. Past Presidents currently serving on the Board, if any, will be added as members, and if there is an insufficient number of past Presidents or they are all presently serving on the committee,** then the Board member(s) with the longest tenure will fill any vacancy(s). Should there be more than one member **equally** eligible to fill any vacancy, the decision will be made by a coin toss.

Item 201-47: ACBL Board Reorganization

Item 193-16/51 be reconsidered.

[UPDATED MOTION]

The following plan, “ACBL Board of Directors Reorganization Plan - Columbus 2020,” be adopted.
ACBL Board of Directors Reorganization Plan - Columbus 2020

- 1) The 25 existing districts will continue to exist.
- 2) Thirteen (13) Regions will be created by combining adjoining Districts as follows:

<u>Region</u>	<u>District</u>	<u>District</u>	<u>District</u>	<u>#Mem</u>	<u>#Mem</u>	<u>#Mem</u>	<u>Total</u>
1	1	2		5,500	7,900		13,400
2	24	25		5,200	7,900		13,100
3	3	4		6,100	6,200		12,300
4	5	6		3,100	7,000		10,100
5	12	13	14	4,000	4,700	3,900	12,600
6	7			13,600			13,600
7	8	10	11	2,700	6,400	4,300	13,400
8	9			19,500			19,500
9	15	16		3,000	9,200		12,200
10	17			9,000			9,000
11	22	23		6,600	3,200		9,800
12	20	21		3,700	8,300		12,000
13	18	19		4,000	6,700		10,700

- 3) The transition to 13 members will begin during the election cycle beginning in 2021, *i.e.*, for terms beginning 1/1/2022. At that time, the following eight Regions will have elections for the

office of Regional Director (RD), the terms of which will begin on 1/1/2022: 1, 2, 4, 5, 6, 9, 11, 13.

- a) The RD from Region 5 will serve an initial 4-year term (2022-25).
 - b) Three other RDs (excluding the RD from Region 6, who will serve an initial three-year term from 2022-24) will be randomly selected (by Kelley and Joe) from this group to serve an initial four-year term (2022-25).
- 4) Elections for the following four Regions will occur in 2022, with terms beginning on 1/1/2023: 7, 8, 10, 12. These RDs will serve an initial 4-year term (2023-26).
 - 5) An election for Region 3 will occur in 2023, with an initial 3-year term beginning on 1/1/2024 (2024-26).
 - 6) Once the initial election term for a Region is concluded (note staggered initial election terms set out in #3-5 above), an election will be held for that Region every three years thereafter.
 - 7) Elections for the position of RD will be open to any ACBL member in good standing over the age of 18.
 - 8) All the unit boards within a Region will vote to determine the RD . Unit votes will be weighted based on the number of members in each unit and the number of board members on each unit board in the same manner as current elections for District Directors (DD).
 - 9) The term for the RD position is three years. RDs will be subject to the same term limits as existing DDs (four consecutive three-year terms per Article V, 5.3.3 of our Bylaws).
 - 10) If a DD either runs for the position of RD and is unsuccessful or elects not to run, that DD will be entitled to serve out the remainder of his/her present term.

Example: District X and District Y are combined to form Region Z. District Director X's term expires in 2021 and District Director Y's term expires in 2022. An election will be held in the third quarter of 2021 to choose a Regional Director for Region Z. District Director X and District Director Y are both eligible to run. If either District Director X or District Director Y runs and loses or chooses not to run, he/she will serve the remainder of his/her term. If either District Director X or District Director Y runs and wins, he/she will serve an initial term as specified above as Regional Director for Region Z.

- 11) If a party not currently a DD wins the election for RD, existing DDs will still have the option of remaining on the board for the balance of their terms.
- 12) If a RD is unable to complete his/her term of office, the position will remain vacant until a replacement can be elected. The usual RD election cycle is 3 ½ months; a shortened process of 2 ½ months should be sufficient for these rare special elections. If the shortened cycle begins no later than 30 days after the resignation of the Regional Director is effective, that Region will have a vacancy for, at most, one BOD session at an NABC (assuming the new BOD retains the current 3x/year NABC meeting schedule). The Board of Directors can address the special election terms and conditions on a case-by-case basis as the need arises.
- 13) If a RD is unable to attend a meeting, no substitutes or proxies will be permitted.
- 14) The positions of First and Second Alternate District Director will cease to exist as of 1/1/2022. The Board of Governors will continue to be represented by five (5) members from each District, including the former 1st and 2nd Alternates.
- 15) The office of District Director to the ACBL Board shall continue to exist until an election for RD occurs in their Region and the RD takes office.

- 16) Any DD opting to remain on the BOD after either losing an election for RD or opting not to run in said election, shall be entitled to full voting rights and privileges during the balance of their current term.
- 17) A Transition Task Force will be created under the direction of the Governance Committee to work with Management to transfer non-core responsibilities from the Board of Directors. Non-core responsibilities include program activities and topics integral to the mission of the organization, exclusive of Executive, Audit, Finance, Strategy, Executive Director Review, and Governance, which shall be the focus of the RDs. The goal is to transfer non-core functions and decisions by 12/31/2021.
- 18) The ACBL Bylaws are amended as set out in Appendix A of this motion to reflect this plan (and to make several other non-substantive changes).

Appendix A

[Click here](#) (redline copy)

[Click here](#) (clean copy)

Item 201-48: Communication between Board of Governors and Membership

ACBL Bylaws Article IX Board of Governors, Section 9.2 be amended as follows:

9.2 Duties. In furtherance of these purposes, the duties of the Board of Governors are:

- 9.2.1 To review the resolutions voted on by the Board of Directors.
- 9.2.2 To forward selected resolutions decided by the Board of Directors back to that body for reconsideration.
- 9.2.3 To propose new or revised resolutions for consideration by the Board of Directors and receive reports from the Board of Directors on the status of such resolutions.
- 9.2.4 To initiate or ratify amendments to these Bylaws as specified in Article X.
- 9.2.5 To ratify proposed changes in the districting of the ACBL.
- 9.2.6 To recognize new ACBL Life Masters.
- 9.2.7 ~~To perform other duties as may be specified elsewhere in these Bylaws or as may be assigned by the Board of Directors.~~ **To gather input from District members on issues and priorities facing the District and the ACBL, and report findings from Board of Governor’s meetings to District members.**
- 9.2.8. To perform other duties as may be specified elsewhere in these Bylaws or as may be assigned by the Board of Directors. (See Appendix for entire Article IX text)

NABC Review

Item 201-60: Revised Schedule for Selected NABC Events

The ACBL Board of Directors reconsider Motion 193.61.

Under the authority granted to the ACBL Board of Directors in subsection 1.2 of Codification Chapter VIII –North American Bridge Championships, D. Events/Schedules, Section 1 – National-rated

Events, the Board approve the following listed game times for the 2023 Fall NABC to be held in Atlanta, GA.

The approved game times will be 10:00 AM and 3:00 PM for the following events:

(a) the Super Senior (which is currently held at 10:00 AM and 3:00 PM); (b) the 0 - 10,000 Swiss; (c) the 0 - 6,000 Mini Blue Ribbon; (d) the 0 - 10,000 Fast Pairs; (e) the Senior Mixed Pairs; (f) the main event Regional events; and (g) any event added to future Fall NABC schedules that either has an upper masterpoint limit or that is limited to Seniors

Item 201-61: 0-2500 Four Session Swiss Team National Event

A two-day 0-2500 Swiss Team National Event on Tuesday and Wednesday of the Spring NABC for players with 0-2500 masterpoints. The first two sessions would be a Qualifying and the second two sessions a Final.

Item 201- 62: 0-2500 B/C Two-Day National Pairs Event

A two-day 0-2500 Pairs Event be added to the Spring NABC Schedule on the second Thursday/Friday of the NABC. The first two sessions would be a Qualifying and the second two sessions a Final.