Arbitration CAS 2020/A/7356 SK Slovan Bratislava v. Union des Associations Européennes de Football (UEFA) & KI Klaksvik, award of 1 October 2020 (operative part of 4 September 2020)

Panel: Prof. Ulrich Haas (Germany), Sole Arbitrator

Football
Forfeit of a match due to the impossibility to play it before the applicable deadline
Standing to be sued
Notification of a decision
Principles of interpretation of rules and regulations
Distinction between travel restrictions and travel conditions in the UEFA UCLR

1. **The question of whether or not a party has standing to be sue (or to be sued) is an issue of substantive law. In the absence of specific provisions on the standing to be sued in the rules and regulations of a federation having its seat in Switzerland, this *lacuna* must be filled by Swiss law and guidance must be taken from Article 75 of the Swiss Civil Code (SCC) which states that *"Any member who has not consented to a resolution which infringes the law or the articles of association is entitled by law to challenge such regulation in court within one month of learning thereof".* Although the wording of Article 75 SCC is ambiguous with regard to challenges against decisions taken by an association other than resolutions of a general assembly, it is uncontested that said provision applied *mutatis mutandis* to decisions of other organs of the association. The wording of Article 75 SCC implies that an appeal, in principle must be directed against the association that rendered the challenged decision. However, CAS jurisprudence allows for exception to the above rule, in particular where the appealed decision is not of a disciplinary nature, i.e. where the sports association merely acts as an adjudicatory body in relation to a dispute between its members. Thus, when deciding who is the proper party to defend an appealed decision, CAS panels proceed by a balancing of the interests involved and taking into account the role assumed by the association in the specific circumstances. Consequently, one must ask whether a party stands to be sufficiently affected by the matter at hand in order to qualify as a proper respondent within the meaning of the law.**

2. **In order for a decision to be notified to an addressee, the decision must enter into the recipient's sphere of control. If the recipient is a company or association, the decision must be sent to its authorized representative. If a company or association grants authority to serve as a point of contact to several representatives, communications can be sent to either of the representatives.**

3. **It is generally admitted that rules and regulations of international sports federations are subject to the methods of interpretation applicable to statutory provisions rather than**

contracts. The interpretation of the statutes and rules of a sport association has to be rather objective and always to start with the wording of the rules, which falls to be interpreted. The adjudicating body will have to consider the meaning of the rule, looking at the language used, and the appropriate grammar and syntax. In its search, the adjudicating body will have further to identify the intentions (objectively construed) of the association which drafted the rule.

4. **Travel restrictions are set out in Annex I.1 to the Regulations of the UEFA Champions League 2020/2021 Season (UCLR). In this regard, the provision expressly refers to restrictions such as *"e.g. border closures and quarantine requirements"* that are applicable to all inbound travellers. In turn, testing requirements are not mentioned in Annex I.1. to the UCLR. The latter are only contained in Annex I.2 to the UCLR. Based on this systematic distinction in Annex I to the UCLR, testing requirements cannot be qualified as travel restrictions. Mandatory testing in itself does not prevent persons travelling to the country concerned to reach their destination. It is rather a condition to enter the territory of the country concerned and must therefore – just like the requirement to show a passport or other document of identification upon arrival – be considered as a travel condition.**

I. THE PARTIES

1. ŠK Slovan Bratislava (the "ŠK Slovan Bratislava" or the "Appellant") is a professional football club with its registered office in Bratislava, Slovakia. ŠK Slovan Bratislava is registered with the Slovak Football Association (*Slovenský futbalový zväz* – the "SFZ"), which in turn is affiliated to the Union des Associations Européennes de Football.

2. The Union des Associations Européennes de Football (the "UEFA" or "First Respondent") is an association under Swiss law and has its registered office in Nyon, Switzerland. It is the governing body of football at the European level. UEFA exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and football players in Europe.

3. KÍ Klaksvík (the "KÍ Klaksvík" or the "Second Respondent") is a professional football club with its registered office in Klaksvík, Faroe Islands. KÍ Klaksvík is registered with the Faroe Islands Football Association (*Fótbóltssamband Føroya* – the "FSF"), which in turn is affiliated to the Union des Associations Européennes de Football.

4. The Appellant and the Respondents are jointly referred to as the "Parties".

II. THE DECISION AND ISSUE ON APPEAL

5. ŠK Slovan Bratislava appeals a decision rendered by the UEFA's Appeals Body ("Appeals

Body") dated 24 August 2020 ("Appealed Decision"). The Appeals Body declared the 2020/21 UEFA Champions League ("UCL") first qualifying round match between KÍ Klaksvík and ŠK Slovan Bratislava as forfeited by ŠK Slovan Bratislava. The Appealed Decision further provided that ŠK Slovan Bratislava is therefore deemed to have lost the match 3-0. ŠK Slovan Bratislava is challenging the Appealed Decision in these proceedings.

III. FACTUAL BACKGROUND

6. Below is a summary of the relevant facts and allegations based on the Parties' written submissions and the CAS file. References to additional facts and allegations found in the Parties' written submissions, pleadings, and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in his award only to the submissions and evidence he deems necessary to explain its reasoning.

A. Background facts

7. On 15 July 2020, via Circular Letter No. 53/2020, the UEFA administration notified its member associations, including the SFZ and the FSF, and their clubs of the implementation of the so-called "UEFA Return to Play Protocol" (the "Protocol"). The Protocol, which was approved by the UEFA Executive Committee on 9 July 2020, is a set of rules addressing measures concerning the COVID-19 pandemic in Europe in relation to UEFA club competitions. Particularly, it *"sets out the framework of medical, sanitary and hygiene procedures together with the operational protocols that are to be applied when staging UEFA competition matches"*.

8. On 3 August 2020, via Circular Letter No. 58/2020, the UEFA administration informed its member associations and clubs of the immediate introduction of Annex I to the Regulations of the UEFA Champions League 2020/2021 Season ("Annex I to the UCLR"). Annex I to the UCLR, which was approved by the UEFA Executive Committee on 3 August 2020, sets out *"special rules applicable to the qualifying phase and play-offs due to COVID-19"*.

9. The UEFA Champions League first qualification match between KÍ Klaksvík and ŠK Slovan Bratislava was scheduled for 19 August 2020 at 18:00 CET in Klaksvík, Faroe Islands (the "Match"). On 17 August 2020, the delegation of ŠK Slovan Bratislava ("First Delegation") travelled to the Faroe Islands. Upon arrival at the airport the whole delegation had to undergo mandatory COVID-19 testing provided for by local legislation since 27 June 2020.

10. On 18 August 2020, the COVID-19 test of the team's physical therapist returned a positive result. As a consequence, the Faroese health authorities decided to quarantine the entire First Delegation for a period of 14 days ("First Quarantine Decision"). The First Quarantine Decision also offered the opportunity for the team and officials of ŠK Slovan Bratislava to leave the Faroe Islands on the charted flight they had arrived on. The ŠK Slovan Bratislava was notified of the First Quarantine Decision on the same day.

11. On 19 August 2020, ŠK Slovan Bratislava requested UEFA to postpone the Match to 21 August 2020 in order for it to provide a list of new players eligible to play the Match in accordance with the deadline stated in Annex I.3.1 to the UCLR. The Match was subsequently rescheduled by UEFA to 21 August 2020 at 18:00 CET.

12. On 20 August 2020, the second delegation of ŠK Slovan Bratislava ("Second Delegation") arrived in the Faroe Island. All members of the Second Delegation were tested by the local authorities upon their arrival.

13. On the same date, the Faroese health informed the Appellant that one of its players returned a positive COVID-19 test result. The Faroese authorities ordered that the entire Second Delegation had to be quarantined for two weeks or until their departure from the Faroe Islands via charted flight ("Second Quarantine Decision"). The Faroese health authorities, however, offered ŠK Slovan Bratislava the possibility of a retest of the player that had tested positive. Furthermore, they advised the Appellant that they would reassess the matter, if the player returned a negative COVID-10 result.

14. On 21 August 2020, the Faroese authorities notified the club that the retest of the player was also positive for COVID-19 and, thus, confirmed its Second Quarantine Decision of 20 August 2020. As a consequence, the rescheduled Match could not be played.

15. On the same date, ŠK Slovan Bratislava sent a letter to UEFA in which it – *inter alia* – stated that *"the home team KÍ failed to comply with the Paragraph I.1.2 and I.1.3 of the Annex I of the Regulations, as the quarantine conditions were not known to us at the time of the draw […] there still is enough time for Q1 match KÍ – Slovan to be rescheduled, played either in neutral stadium or Bratislava and decided by sporting principles and fair-play – on the pitch"*.

B. Proceedings before UEFA's Judicial Bodies

16. On 21 August 2020, ŠK Slovan Bratislava was notified that UEFA had initiated formal disciplinary proceedings against it. The club was given a deadline to submit its statements in relation to the disciplinary proceeding by 24 August 2020.

17. On 24 August 2020, the chairman of the UEFA Control, Ethics and Disciplinary Body ("CEDB") referred the case to the Appeals Body.

18. On the same date, the Appeals Body rendered the Appealed Decision, which provides the following operative part:

> *"To declare the 2020/21 UEFA Champions League first qualifying round match between KÍ Klaksvík and ŠK Slovan Bratislava, that was initially scheduled to be played on 19 August 2020, as forfeited by ŠK Slovan Bratislava, who is therefore deemed to have lost the match 3-0 in accordance with Annex I.2.1 to the Regulations of the UEFA Champions League (2020/21 Season)".*

19. Still on the same date, the UEFA notified ŠK Slovan Bratislava the grounds of the Appealed

Decision. Therein, the Appeals Body held – *inter alia* – as follows:

- *"[…] pursuant to Articles 30(3)(a) and 30(4) DR [UEFA Disciplinary Regulations], and given that the present case needs to be addressed urgently due to its direct impact on the ongoing 2020/21 UEFA Champions League competition, as well as on the 2020/21 UEFA Europa League competition, the chairman of the Appeals Body is competent to deal with this case as judge sitting alone.*

- *It follows that the Appeals Body has competence to decide on the present proceedings.*

- *[…] in application of Annex I.2.1, the Appeals Body recalls that upon the request of the Club, the Match was rescheduled to 21 August 2020 at 18:00 CET in order to provide a list of new eligible players to play the Match.*

- *However, the Appeals Body recalls that on 20 August 2020, the Club was informed that a player from this second group returned a positive COVID-19 test result, resulting in the second group of the Club's players and officials being placed in mandatory quarantine for two weeks by the Faroese authorities […]. Furthermore, the Appeals Body notes that further testing of the player of 21 August 2020 confirmed the positive COVID-19 test from the previous day.*

- *In this respect, the Appeals Body notes that it was impossible for the rescheduled Match to take place by the 21 August 2020 deadline applicable for the first qualifying round of 2020/21 UCL season.*

- *Due to the fact that the Match could not take place within the 21 August 2020 deadline, and by virtue of Annex I.2.1, which states that '[t]he club that cannot play the match will be held responsible for the match not taking place […]', the Appeals Body is comfortable satisfied that the Club shall be held responsible for the Match not taking place".*

IV. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 25 August 2020, the Appellant filed its Statement of Appeal with the CAS against UEFA, KÍ Klaksvík and BSC Young Boys against the Appealed Decision of 24 August 2020 in accordance with Article R47 *et seq*. of the Code of Sports-related Arbitration (the "CAS Code"). In addition, the Appellant further requested to submit the appeal to a sole arbitrator and proposed the appointment of Mr Ulrich Haas. Furthermore, the Appellant requested an expedited proceeding in accordance with Article R52 para. 4 of the CAS Code without a hearing. In this respect, the Appellant proposed the following expedited procedural calendar:

- 28 August 2020: The Appellant files its Appeal Brief.

- 2 September 2020: The Respondents submit their respective Answers.

- The Parties waive a hearing in this matter (without prejudice of the Sole Arbitrator's final decision on the issue).

- 4 September 2020: CAS issues the operative part of the award by 16:00 CET.

21. On the same date, the Appellant requested urgent provisional measures pursuant to Article R37 of the CAS Code. The Appellant filed – *inter alia* – the following requests for provisional relief:

> *"1. Stay of execution of the decision passed on 24 August 2020 by the Chairman of the UEFA Appeals Body as a judge sitting alone in case 33732 - UCL - 2020/21, by means of which UEFA declared the 2020/21 UEFA Champions League first qualifying round match between KÍ Klaksvík and ŠK Slovan Bratislava as forfeited by ŠK Slovan Bratislava, who was therefore deemed to have lost the match 3-0 in accordance with Annex I.2.1 to the Regulations of the UEFA Champions League (2020/21 Season).*
>
> *2. Postpone or reschedule or order UEFA to postpone or reschedule the 2020/2021 UEFA Champions League second qualifying round match between BSC Young Boys and KÍ Klaksvík that is scheduled to be played on 26 August 2020 at 20:15 CET in Bern, Switzerland, pending the final decision of the Sole Arbitrator, but, in any case, not later than 11 September 2020".*

22. Still on same date, the CAS Court Office acknowledged receipt of the Appellant's Statement of Appeal. The CAS Court Office invited the Respondents to inform the CAS Court Office by 26 August 2020 (a) whether they agree to the expedited procedural calendar proposed by the Appellant and (b) whether they agree to submit the case to a sole arbitrator, and if so, to the appointment of Mr Ulrich Haas as the sole arbitrator.

23. On 26 August 2020, the CAS Deputy Division President dismissed the Appellant's requests for provisional measures.

24. On the same date, the First Respondent agreed to the appointment of Mr Ulrich Haas acting as a sole arbitrator in this procedure. The First Respondent further informed the CAS that it agrees, in principle, to the expedited procedural calendar, subject to the modification that the Appeal Brief shall be submitted by 28 August 2020 at 11:00 CET.

25. Also, on the same date, the CAS Court Office confirmed the modified expedited procedural calendar, to which the Second Respondent and BSC Young Boys had consented in advance.

26. Still on the same date, the CAS Court Office informed the Parties that the Deputy Division President had decided to appoint Mr Ulrich Haas as the Sole Arbitrator in this matter, subject to the Parties' right to challenge the appointment.

27. On 27 August 2020, the Appellant withdrew its appeal against BSC Young Boys.

28. On the same date, the CAS Court Office confirmed the appointment of Mr Ulrich Haas acting as sole arbitrator ("Sole Arbitrator").

29. On 28 August 2020, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.

30. On 1 September 2020, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code.

31. On 2 September 2020, the First Respondent filed its Answer in accordance with Article R55 of the CAS Code.

32. On 3 September 2020, the CAS Court Office informed the Parties that the Sole Arbitrator considered himself sufficiently well informed based on the Parties' written submissions and therefore did not consider it necessary to hold a hearing in this matter.

33. On 4 September 2020, the Sole Arbitrator issued the operative part of the award that was notified to the Parties.

V. SUBMISSIONS OF THE PARTIES

34. This section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Appellant's Position

35. In its Appeal Brief dated 28 August 2020, the Appellant filed the following prayers for relief:

> *"1. To set aside and annul the decision passed on 24 August 2020 by the Chairman of the Appeals Body as a judge sitting alone in case 33732 - UCL - 2020/21.*
>
> *2. To order UEFA (i) to immediately reintegrate ŠK Slovan Bratislava into the 2020/2021 UEFA Champions League (without any sporting or financial prejudice to ŠK Slovan Bratislava's rights and legitimate interests) and (ii) to adopt all measures necessary for that purpose.*
>
> *3. Order the Respondents (in particular, UEFA) to bear all costs incurred with the present procedure at CAS.*
>
> *4. Order the Respondent (in particular, UEFA) to pay ŠK Slovan Bratislava a contribution towards its legal and other costs of EUR 6,000".*

36. The Appellant's submissions in support of its appeal against the Decision of the Appeals Body may, in essence, be summarised as follows:

i. Wrongful Notifications

37. The Appellant submits that the UEFA in its correspondence with the Appellant did not liaise with its main contact person, i.e. with Mr Tomas Cho:

(a) When informing the Appellant on 21 August 2020 about the opening of disciplinary proceedings, UEFA did not contact Mr Tomas Cho, but Mr Martin Kuran instead. The latter is – according to the Appellant – not its main, but only secondary contact person. Mr Martin Kuran was in quarantine for two weeks starting on 17 March 2020 and had no access to his business emails (kuran@skslovan.com).

(b) UEFA again contacted Mr Kuran (instead of Mr Cho) when the chairman of the CEDB decided to refer the case to the Appeals Body on 24 August 2020.

ii. Lack of jurisdiction of the Appeals Body

38. The Appellant submits that the chairman of the Appeals Body lacked competence to render the Appealed Decision and that therefore the Appealed Decision must be set aside. In particular, the Appellant finds that:

(a) The 2019 UEFA Disciplinary Rules ("UEFA DR") provide that urgent matters may be referred to the Appeals Body by the CEDB, more specifically to the chairman of the Appeals Body sitting as a single judge. However, the UEFA DR are not applicable in the case at hand, because they are trumped by the *lex specialis* contained in Annex I.2.1 to the UCLR.

(b) Annex I.2.1 to the UCLR provides – in its pertinent parts – that *"the club that cannot play the match will be held responsible for the match not taking place and the match will be declared by the UEFA Control, Ethics and Disciplinary Body to be forfeited […]"*. The provision clearly establishes the (sole) competence of the CEDB. This follows from the rules of law applicable to the interpretation of statutes and regulations of sports entities and, more particularly, from the jurisprudence of the CAS and the Swiss Federal Tribunal ("SFT"). Consequently, Annex I.2.1 prevails over any jurisdictional rules contained in the UEFA DR in disputes concerning the forfeiture of football matches of the UEFA Champions League qualifying phase due to COVID-19-related issues.

- The literal interpretation of Annex I.1.2 leaves no doubt that the CEDB is the only competent body to render a decision in the case at hand.

- Annex I to the UCLR are *"special rules applicable to the qualifying phase and play-offs due to COVID-19"*. In addition, Annex I expressly provides that *"[i]f there is any discrepancy between the rules of this Annex and the provisions to be found in the present regulations or in any other sets of rules adopted by the Executive Committee, the rules below prevail"*. In the case at hand there is a discrepancy between Annex I.2.1(2) to the UCLR with the other provisions. Thus, the rules in the Annex to the UCLR must prevail.

- The supremacy of Annex I to the UCLR also follows from the purpose of the rules. The latter provide for uniform provisions governing the legal relationship between the

various participants in the UEFA Champions League and, therefore, must trump more general provisions contained in other rules and regulations of UEFA.

- When enacting the Annex I to the UCLR, the UEFA was perfectly aware that the matters covered by it would be of an urgent nature in light of the tightly scheduled qualifying programme. Nevertheless, UEFA willingly and purposefully decided not to confer jurisdiction to the Appeals Body. This was a deliberate decision of UEFA and the latter must be held to it. The Appellant further submits that its view is further backed by the fact that Annex I to the UCLR makes no reference to the general rules, in particular Article 29, 30 of the UEFA DR.

- Finally, the Appellant states that *"interpreted systematically, the purpose of Annex I is to define the rules governing the relation between the various participants in 2020/2021 UCL 'qualifying phase and play-offs' during the on-going COVID-19 pandemic, and in particular: 'venue and country restrictions imposed by the relevant national/local authorities (pt. I.1), testing and player eligibility (pt. I.2), potential rescheduling of matches (pt. I.3) and specific rules aimed at reducing the deadlines for protests and appeals (pt. I.4).' Moreover, the charge against the Appellant rests exclusively on Annex I.2.1. As such, it is logical, if not natural, that UEFA should have first rendered to the terms of Annex I rather than seek rules with a more general purpose, as the UEFA DR".*

iii. Liability of KÍ Klaksvík

39. The Appellant submits that it is not liable for that the Match could not take place. Instead, the Appellant finds that it is KÍ Klaksvík that should be held responsible. According to the Annex I to the UCLR it was KÍ Klaksvík's obligation to inform UEFA about any mandatory testing to be conducted by the Faroese health authorities upon arrival. This follows from Annex I.1.1 to the UCLR. KÍ Klaksvík. It was KÍ Klaksvík's failure to do so, which rendered it impossible for the Mach to be played.

(a) Annex I.1.1 to the UCLR provides that clubs participating in the championship must provide UEFA in writing with information on travel restrictions between countries two days prior to the relevant match. Although COVID-19 testing for everyone upon arrival was mandatory in the Faroe Islands as of 27 June 2020 (including a mandatory 14-day quarantine for persons testing positive for COVID-19), KÍ Klaksvík decided not provide UFEA with this information on travel restriction.

(b) As a consequence of KÍ Klaksvík's failure to provide the required information relating to the mandatory testing and the mandatory 14-day quarantine in case of a positive COVID-19 test, UEFA did not include such information in Enclosure I to Annex I, which provides all travel restrictions for away teams participating in UEFA club competitions.

(c) Contrary to KÍ Klaksvík, clubs from other countries did provide the above information. Examples can be found in Enclosure I to Annex I regarding such travel restrictions for teams travelling to, e.g., Greece or Iceland.

(d) UEFA provided the Appellant with the information in relation to mandatory testing upon arrival in the Faroe Islands only on 19 August 2020, i.e. on the date of the Match when the First Delegation was already detained in quarantine.

(e) Furthermore, on 26 August 2020, UEFA sent a new Enclosure 2 to Annex I to the Appellant, informing it now that mandatory testing is required for all teams and officials entering the Faroe Islands. However, this new Enclosure 2 containing the comprehensive information on travel restrictions was only provided after the Appellant had filed a request for provisional measures with the CAS on 25 August 2020.

(f) Due to its failure to provide the required information to UEFA in a timely manner pursuant to Annex I.1.1 to the UCLR, KÍ Klaksvík must be declared by the competent UEFA bodies to have forfeited the Match and therefore be considered to have lost the Match 3-0 pursuant to Annex I.1.2 to the UCLR.

iv. Reinstatement of Appellant in the 2020/2021 UEFA Champions League

40. The Appellant further submits that it must be reintegrated into the 2020/2021 UEFA Champions League as a consequence of the unlawful Appealed Decision rendered by the Appeals Body.

(a) The Appellant accepts that it is impossible for UEFA to reintegrate the Appellant into the first or second qualification round of the 2020/2021 UEFA Champions League, since these qualification stages have already been played.

(b) Nevertheless, the UEFA has – according to the Appellant – the obligation to reincorporate the Appellant into future stages of the 2020/2021 UEFA Champions League, irrespective of the difficulties UEFA may face in this regard. It is certainly conceivable to reintegrate the Appellant into the third qualification round ("Q3"), the play-offs or the groups stages of the UEFA Champions League.

B. The First Respondent's Position

41. In its Answer dated 2 September 2020, the First Respondent submitted the following prayers for relief:

> *"(a) Dismissing ŠK Slovan Bratislava's appeal.*
>
> *(b) Confirming the Decision under appeal.*
>
> *(c) Ordering ŠK Slovan Bratislava to bear the costs of these proceedings and to pay UEFA a contribution towards the costs incurred by UEFA in connection with these proceedings.*

42. UEFA's Answer may, in essence, be summarised as follows:

i. Proper Notification

43. The First Respondent submits that Mr Kuran is and was the correct contact person of the Appellant for disciplinary matters. Thus, the decision to initiate disciplinary proceedings dated 21 August 2020 and the decision to refer the case to the Appeals Body on 24 August 2020 was notified properly:

(a) On 10 August 2020, the Appellant's Director of International Relations and Development, Mr Tomas Cho, requested UEFA, via email, to be added as UEFA's main contact person in all correspondence with UEFA replacing Ms Helena Basistova. In the following email exchange with UEFA, Mr Cho confirmed that Mr Kuran shall remain listed as a contact person for Anti-Doping and Disciplinary matters. He further expressly requested that *"if possible, communication in these areas could be sent to both of us"*.

(b) UEFA submits that it was unaware of Mr Kuran being in quarantine. UEFA submits that the pre-departure testing results of the First Delegation on 16 August 2020 did not contain any testing for Mr Kuran. The information only included a test for Mr Cho, who travelled with the team to the Faroe Islands and was placed in 14-day quarantine together with the First Delegation.

(c) The above decisions were communicated to Mr Kuran and therefore entered into the sphere of control of the Appellant.

(d) In addition, the Appealed Decision of 24 August 2020 was immediately (re-)sent to Mr Cho after UEFA became aware that *"it seems that the decision was sent to someone at Slovan Bratislava who is in quarantine and without access to emails"*.

ii. No Lack of jurisdiction

44. The First Respondent submits that the Appeals Body was competent to render the Appealed Decision:

(a) Annex I to the UCLR provides specific rules in relation to the COVID-19 pandemic. Nevertheless, it does not exclude the application of the regulations provided in the UEFA DR, including the possibility to refer a case to the Appeals Body due to its urgent nature. Contrary to what the Appellant states, Annex I cannot be considered as *lex specialis*.

- Annex I.2.1 to the UCLR provides for a "default" first-instance for any decisions relating to the forfeiture of a match in case one or more players or officials of a team test positive for COVID-19.

- Similar provisions on the first-instance competence of the CEDB are contained in other UEFA regulations. For example, Article 4.07 of the UCLR states that *"the UEFA General Secretary refers the case to the UEFA Control, Ethics and Disciplinary Body, which decides without delay upon the admission in accordance with the UEFA Disciplinary Regulations"*. With

respect to these other provisions, it is common UEFA practice that urgent matters can be referred to the Appeals Body based on the UEFA DR.

- Annex I to the UCLR does neither contain rules on jurisdiction nor rules on the division of responsibilities between the different disciplinary bodies of UEFA.

(b) Contrary to what the Appellant holds, there is no discrepancy between Annex I to the UCLR and the UEFA DR. The general procedural framework contained in the UEFA DR is and remains still applicable. It was never UEFA's intention – when enacting Annex I to the UCLR – to abolish or amend its internal judicial system (with the CEDB as the first instance and the Appeals Body as the second instance).

- Annex I to the UCLR addresses complex questions regarding the staging of UEFA club competitions during the COVID-19 pandemic in Europe. The urgency of issues relating to positive COVID-19 tests arises from the fact that quick solutions are required to react to unforeseen complications.

- Accordingly, the rescheduling of matches requires fast decisions to comply with the deadlines set by UEFA in Annex I.3 to the UCLR.

- To abolish or amend procedural rules in the UEFA DR that are key to cope with urgent disputes is illogical and contrary to the objective pursued by UEFA.

iii. No Liability of KÍ Klaksvík

45. UEFA objects to the Appellant's view that KÍ Klaksvík should be held responsible for forfeiting the Match.

(a) KÍ Klaksvík provided UEFA with the truthful and correct information that Faroese borders are open for all persons travelling from Slovakia and that there is no mandatory quarantine for travellers entering the country. The Second Respondent, therefore, fully complied with the requirements set out in Annex I.1.1 to the UCLR.

- One must distinguish between travel restrictions and travel conditions. Travel restrictions are referred to in Annex I.1.1 to the UCLR. They include – as expressly mentioned therein – "border closures" and "quarantine requirements".

- Mandatory COVID-19 testing at arrival or mandatory quarantine in case of a positive COVID-19 test result do not qualify as "travel restriction". They are travel conditions, since they do not impact on persons testing negative for COVID-19.

- The need to differentiate between travel restrictions, on the one hand, and travel conditions, on the other hand, clearly follows from UEFA's email to the Appellant of 26 August 2020. The email reads as follows:

> *"We have attached a list of travel restrictions (enclosure 2 'List of borders and mandatory quarantine restrictions') […]*
>
> - *Border restrictions between specific countries;*
> - *Mandatory quarantine requirements for visiting teams in the host's country;*
> - *Mandatory quarantine requirements for visiting teams upon return to their country after their match*
>
> *Additionally, we have included information on travelling conditions with regards to testing as follows:*
>
> - *Pre-departure negative test certificate requirements for visiting teams in the host's country*
> - *Testing requirements in the host's country for visiting teams upon arrival and own teams upon return".*

(b) Furthermore, a home team can only be held responsible for the forfeiture of a match under Annex I.1.2 to the UCLR if *"it can be proven that the consequences of the home team not providing specific travel restrictions information is that 'the match cannot take place'"*. In the case at hand, the only reason for the Match not taking place were the positive COVID-19 testing results of the First and the Second Delegation. Consequently, it was the Appellant's responsibility that the Match did not take place in accordance with Annex I.2.1 to the UCLR.

iv. Reinstatement of Appellant in the 2020/2021 UEFA Champions League

46. In any event, UEFA is of the view that the Appellant cannot be reintegrated into the 2020/2021 UEFA Champions League, because this is simply impossible, both for legal and sporting reasons:

(a) The draws for both the UEFA Champions League qualification round Q3 and the play-offs already took place on 31 August 2020 respectively 1 September 2020. The reintegration of a team at a later stage of the competition would distort the entire competition and is absolutely impossible from a calendar perspective.

(b) Legally, the reintegration of the Appellant severely impacts on the rights of the other participants of the competition. Accordingly, all participants whose rights could be affected by the Appellant's reinstatement must participate as a party to the proceedings at hand. The Appellant failed to direct it appeal against the other clubs participating in the Q3 and play-off stage as well the clubs that have already qualified for the group stage of the 2020/2021 UEFA Champions League. As a consequence, the Sole Arbitrator is precluded from taking any decision on the reinstatement of the Appellant in the case at hand.

C. The Second Respondent's Position

47. The Second Respondent's submissions may, in essence, be summarised as follows:

(a) KÍ Klaksvík has not taken part in the disciplinary proceedings resulting in the Appealed Decision. It has further never been involved in any other disciplinary proceedings of UEFA regarding the Match or the match between BSC Young Boys and KÍ Klaksvík.

(b) KÍ Klaksvík cannot be held liable for any wrongdoing in relation to the Match. It fully complied with the rules and regulations of UEFA. It is therefore not responsible for the Match not being played.

VI. JURISDICTION

48. Article R47 para. 1 of the CAS Code provides as follows:

> *"An appeal against the decision of a federation, association or sports-related body may be filed with the CAS if the statutes or regulations of said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body".*

49. Article 85 of the UCLR provides as follows:

> *"In case of litigation resulting from or in relation to these regulations, the provisions regarding the Court of Arbitration for Sport (CAS) laid down in the UEFA Statutes apply".*

50. In addition, Article 62(1) of the UEFA Statutes (2018 edition) states as follows:

> *"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question".*

51. The Appealed Decision further provided that the *"decision may be appealed in writing before the Court of Arbitration for Sport […]".*

52. The Appealed Decision clearly is a decision passed by a legal body of the UEFA. It is a final decision in accordance with Article R47 of the CAS Code, since no internal legal remedies is available against it. Thus, the above requirements are fulfilled. Furthermore, the jurisdiction of the CAS is not contested by any of the Parties. It follows, therefore, that CAS has jurisdiction to decide on the present dispute.

VII. ADMISSIBILITY

53. Article R49 of the CAS Code provides as follows:

"In the absence of a time limit in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for the appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the parties".

54. Article 62(3) of the UEFA Statutes provides as follows:

"The time limit for appeal to the CAS shall be ten days from the receipt of the decision in question".

55. The grounds of the Appealed Decision were notified to the Appellant, via email, on 24 August 2020. The Appellant filed its Statement of Appeal on 25 August 2020, i.e. within the prescribed deadline of 10 days. The Appellant also complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee. The Sole Arbitrator, therefore, holds that the Appeal is admissible.

VIII. APPLICABLE LAW

56. Article 63(2) of the UEFA Statutes states as follows:

"Moreover, proceedings before the CAS shall take place in accordance with the Code of Sports-related Arbitration of the CAS".

57. Article R58 of the CAS Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in absence of such choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

58. Article 64(1) of the UEFA Statutes sets forth as follows:

"These Statutes shall be governed in all respects by Swiss law".

59. The Sole Arbitrator is satisfied that primarily the various regulations of UEFA are applicable to the merits of this Appeal, in particular the UCLR, effective as of 3 August 2020, and the UEFA DR, effective as of 15 June 2019. Subsidiarily, Swiss law will apply should the need arise to fill a lacuna in various regulations of UEFA.

IX. MERITS

60. The relevant questions that the Sole Arbitrator needs to address in this appeal can be grouped into the following issues:

i. Does UEFA have sanding to be sued?

ii. Did UEFA notify the correct person in the proceedings before UEFA's judicial bodies?

iii. Did the Appeals Body have jurisdiction to issue the Appealed Decision?

iv. Who is liable for the forfeiture of the Match?

A. Does UEFA have Standing to be Sued?

61. The present case is – in principle – of a disciplinary nature. Thus, UEFA having issued the disciplinary measure has standing to be sued in respect to the Appellant's request to set aside such measure. This is uncontested between the Parties. The Parties, however, differ with respect to the second claim filed by the Appellant, i.e. to *"order UEFA (i) to immediately reintegrate ŠK Slovan Bratislava into the 2020/2021 UEFA Champions League (without any sporting or financial prejudice to ŠK Slovan Bratislava's rights and legitimate interests) and (ii) to adopt all measures necessary for that purpose"*.

62. The Appellant submits that it is UEFA's obligation to reintegrate ŠK Slovan Bratislava into the championship, if the disciplinary measure rendered by the Appeals Body is invalid and/or unlawful. Respondent, on the contrary, submits that since other clubs participating in the competition would be affected by such reintegration, UEFA lacks standing to be sued. Instead, the Appellant should have directed its claim not only against UEFA, but against all other clubs participating in the various stages of the 2020/2021 UEFA Champions League.

63. The question of whether or not a party has standing to be sue (or to be sued) is – according to well-established CAS jurisprudence (*cf.* CAS 2020/A/6694; CAS 2016/A/4602; CAS 2013/A/3047; CAS 2008/A/1639) – an issue of substantive law. In the absence of specific provisions on the standing to be sued in the rules and regulations of the First Respondent, this lacuna must be filled by Swiss law (*supra* para. 59). The Sole Arbitrator takes guidance from Article 75 of the Swiss Civil Code ("SCC"). The provision reads as follows:

> *"Any member who has not consented to a resolution which infringes the law or the articles of association is entitled by law to challenge such regulation in court within one month of learning thereof"*.

64. Although, the wording of Article 75 of the SCC is ambiguous with regard to challenges against decisions taken by an association, other than resolutions of a general assembly, it is uncontested that said provision applied *mutatis mutandis* to decisions of other organs of the association. The wording of Article 75 of the SCC implies that an appeal, in principle must be directed against the association that rendered the challenged decision (cf. BGE 136 III 345, no. E.2.2.2; RIEMER,

BK-ZGB, Art. 75, no. 60; SCHERRER/BRÄGGER, BSK-ZGB, Art. 75, no. 21). However, CAS jurisprudence allows for exception to the above rule, in particular where the appealed decision is not of a disciplinary nature, i.e. where the sports association merely acts as an adjudicatory body in relation to a dispute between its members. Thus, when deciding who is the proper party to defend an appealed decision, CAS panels proceed by a balancing of the interests involved and taking into account the role assumed by the association in the specific circumstances. Consequently, one must ask whether a party *"stands to be sufficiently affected by the matter at hand in order to qualify as a proper respondent within the meaning of the law"* (cf. CAS 2017/A/5227, para. 35). Similarly, the CAS panel in *CAS 2015/A/3910* held as follows:

> *"[T]he Panel holds that in the absence of a clear statutory provision regulating the question of standing to be sued, the question must be resolved on basis of a weighing of the interests of the persons affected by said decision. The question, thus, is who […] is best suited to represent and defend the will expressed by the organ of the association"* (para. 138).

65. In light of the above, the Sole Arbitrator has serious doubts whether the First Respondent's position holds true, that the Appellant – in pursuing its request for reintegration into the competition – should have directed its claim against all clubs participating in the competition. These other clubs derive their rights in the UEFA Champions League competition solely from UEFA as the major event organiser and sports governing body of European club football. Their legal position can, therefore, not be stronger than or different from the legal position held by UEFA itself. Thus, these other clubs are only indirectly affected in the case at hand and it is UEFA that is best suited to solely defend the common interests of the participants in this competition. This is all the more true considering that the reintegration of the Appellant into the competition cannot affect the other clubs more seriously than declaring the Match forfeited by the Appellant. If, however, UEFA could decide the latter without including the other clubs into the proceedings, it is difficult to understand why the *actus contrarius* should be qualified or handled any differently. In saying this, the Sole Arbitrator does not ignore that the reintegration of a club into a competition may raise difficulties. These difficulties, however, originate solely in the decision taken by UEFA and, therefore, cannot be shifted to the Appellant by denying it effective access to justice. Be it as it may, the Sole Arbitrator can leave the question of whether or not UEFA has standing to be sued undecided, if UEFA was correct in issuing the Appealed Decision.

B. Did UEFA notify the correct person in the proceedings before UEFA's judicial bodies?

66. The Appellant submits that UEFA was wrong in notifying its decisions to Mr Martin Kuran, instead of Mr Tomas Cho, who – according to the Appellant – was the main contact person of the Appellant.

67. The Sole Arbitrator acknowledges that the Appellant had requested the UEFA on 10 August 2020 to change of the details of the main contact person of the Appellant. UEFA following this request confirmed the following update in their internal systems:

> *"- Mr Kuran (Anti-Doping & Disciplinary)*

- Mr Cho (Key Contact, Anti-Doping & Disciplinary)".

68. In a further email dated 10 August 2020, the Appellant requested that *"[i]f possible, the communication in these areas [Anti-Doping and Disciplinary] could be sent to both of us"*, i.e. Mr Kuran and Mr Cho. It clearly follows from the above that the Appellant did not ask UEFA that Mr Kuran be removed from the list of contact persons. Instead, the Appellant requested UEFA that any communication relating to anti-doping or disciplinary matter be notified – if possible – to both, Mr Kuran and Mr Cho.

69. The question, thus, is whether UEFA by sending the communication to Mr Kuran only failed to notify its decisions to the Appellant. In order for a decision to be notified to an addressee, the decision must enter into the recipient's sphere of control. If the recipient is a company or association, the decision must be sent to its authorized representative (cf. CAS 2016/A/4817, para. 89). It is beyond question that Mr Kuran was authorized and entitled to receive communications by UEFA on behalf of the Appellant. If a company or association grants authority to serve as a point of contact to several representatives, communications can be sent to either of the representatives. Consequently, UEFA in the case was entitled to notify the respective decisions to the Appellant by sending them to Mr Kuran. It follows from the above that the decision of 21 August 2020 (the initiation of disciplinary proceedings against the Appellant) and the decision to refer the case to the Appeals Body of 24 August 2020 were properly notified to the Appellant.

70. For the sake of completeness, the Sole Arbitrator reiterates that Article R57 para. 1 of the CAS Code provides that the panel has the power to hear the matter *de novo*. Accordingly, in principle, the *de novo* proceeding before CAS cures any purported (procedural) violations that occurred in prior proceedings (see CAS 2011/A/2594 para. 41; CAS 2018/A/5853 para. 115 et seq.). There may be exceptions to this rule in exceptional circumstances. The Sole Arbitrator, however, is of the view that in any case, i.e. even if UEFA notified said decisions to the wrong contact person of the Appellant, such procedural flaw cannot be qualified as an irreparable violation of the Appellant's fundamental procedural rights, which have been fully respected before CAS. The Sole Arbitrator thus finds that even if the notifications were flawed (*quod non*), such procedural flaws would be cured in these CAS proceedings.

C. Did the Appeals Body have jurisdiction to issue the Appealed Decision?

71. The Appellant submits that the CEDB was the only competent body to issue the Appealed Decision based on Annex I.2.1 to the UCLR. These provisions are *lex specialis* and, therefore, prevails over the more general provisions of the UEFA DR. Consequently, the Appeals Body had no jurisdiction to issue the Appealed Decision and, therefore, the Appealed Decision must be set aside. The Respondent, on the contrary, submits that the jurisdiction of the Appeals Body follows from the UEFA DR that remain applicable in the case at hand. According thereto, the CEDB was entitled to refer the case to the Appeals Body due to the urgent nature of the matter.

72. Annex I.2.1 to the UCLR provides – in its pertinent parts – as follows:

> *"If it is not possible to reschedule the match in accordance with the deadline set out in Annex I.3.1, the club that cannot play the match will be held responsible for the match not taking place and the match will be declared by the UEFA Control, Ethics and Disciplinary Body to be forfeited by the club, which will be considered to have lost the match 3-0".*

73. Article 29(3) of the UEFA DR states as follows:

> *"The Control, Ethics and Disciplinary Body has jurisdiction to rule on disciplinary and ethical issues and all other matters which fall within its competence under UEFA's Statutes and regulations. In particularly urgent cases (especially those relating to admission to, or exclusion from, UEFA competitions), the chairman may refer the case directly to the Appeals Body for a decision".*

74. Furthermore, Article 30 of the UEFA DR provides – in its pertinent parts – as follows:

> *"3. The chairman of the Appeals Body, one of its vice-chairmen or one of its members acting as ad hoc chairman may take a decision as a judge sitting alone:*
>
> *a. in urgent matters*
>
> *[…]*
>
> *4. The Appeals Body has jurisdiction to hear appeals against decisions by the Control, Ethics and Disciplinary Body and to rule on particular urgent cases referred to it directly by the chairman of the Control, Ethics and Disciplinary Body".*

75. The Parties are in dispute concerning the relationship between the Annex I to the UCLR and the UEFA DR. Such relationship must be determined through interpretation of the rules and regulations in question. It is generally admitted that rules and regulations of international sports federations are subject to the methods of interpretation applicable to statutory provisions rather than contracts (see e.g. RIEMER, BK-ZGB, Systematischer Teil, no. 331; SFT 114 II 193, E.5a; SFT 4A_600/2016, E.3.3.4.1; CAS 2010/A/2071, para. 20; CAS 2016/A/4602, para. 101). Consequently, the CAS panel in *CAS 2010/A/2071* rightly found as follows:

> *"The interpretation of the statutes and rules of a sport association has to be rather objective and always to start with the wording of the rules, which falls to be interpreted. The adjudicating body – in this instance the Panel – will have to consider the meaning of the rule, looking at the language used, and the appropriate grammar and syntax. In its search, the adjudicating body will have further to identify the intentions (objectively construed) of the association which drafted the rule […]".*

76. In the light of the above, the meaning of Annex I.2.1 to the UCRL (and the UEFA DR) must be determined in accordance with the principles of interpretation applicable to statutory provisions, i.e. literal interpretation, teleological interpretation, systematic interpretation and historical interpretation.

77. Annex I.2.1 to the UCLR provides that – subject to certain conditions – *"the match will be declared by the UEFA Control, Ethics and Disciplinary Body to be forfeited […]"*. Whether it follows from a

literal reading that the CEDB is exclusively competent appears questionable. The provision does not state that these provisions on jurisdiction shall trump the general provisions contained in the UEFA DR.

78. These doubts become all the more acute, when taking into account that Annex I.2.1 to the UCLR is part of a set of regulations concerning the extraordinary and exceptional situation in Europe due to the COVID-19 pandemic. In this respect, the UEFA Executive Committee approved the *"special rules applicable to the qualifying phase and play-offs due to COVID-19"*, i.e. Annex I to the UCLR on 3 August 2020. Thus, the primary aim of UEFA was to ensure that the qualifying phase for the 2020/2021 UEFA Champions League and therefore UEFA club competitions could be staged in the new 2020/2021 football season. When enacting these provisions, UEFA was well aware of the urgency of the disputes that would arise due to the tight deadlines for rescheduling postponed matches pursuant to Annex I.3 to the UCLR. It is for this reason that the deadlines for protests and appeals have been shortened pursuant to Annex I.4 to the UCLR. These deadlines differ from the ones in the UEFA DR and therefore replace the respective provisions in the UEFA DR. No similar provision can be found in the Annex I to the UCLR relating to the jurisdiction of the UEFA judicial bodies. Unlike the rules and regulations pertaining to the deadlines, there appears to be no difference with respect to jurisdiction in relation to the different set of rules, because also under the UEFA DR the CEDB is the default first instance judicial body to deal with disciplinary matters.

79. Furthermore, nothing in the Annex I to the UCLR points towards the fact that UEFA wanted to abolish appeals. Annex I to the UCLR does not provide that a decision of the CEDB shall be final and binding. Instead, Annex I.4.1(b) expressly declares that *"a declaration of appeal against a decision by the UEFA Control, Ethics and Disciplinary Body must be lodged within 24 hours[…]"*. In doing so, the Annex I – obviously – refers to the provisions on appeals in the UEFA DR. Thus, the Annex I does not intend to amend the structure of the internal judicial bodies of UEFA for disputes related to COVID-19. This finding is further supported by the fact that Annex I.4.1 to the UCLR expressly refers to the UEFA DR.

80. If, however, the Annex I to the UCLR is based on the existence of two internal instances, the exhaustion of both legal remedies might prove problematic in cases of extreme urgency. It is for this type of cases, when there is no time to exhaust both internal instances that Article 29(3) of the UEFA DR provides for the possibility of the CEDB to refer the matter to the Appeals Body, allowing the latter to decide as single instance. It would be against the idea of procedural efficiency and effective access to justice, if the Annex I was to be interpreted such as to prohibit the application of Article 29(3) of the UEFA DR in COVID-19-related disputes. Thus, an interpretation based on the reasonable interests of the parties and the overall structure of the rules cannot conclude that Article 29(3) UEFA DR is superseded by the Annex I to the UCLR.

81. To conclude, the Sole Arbitrator finds that the CEDB was entitled (based on Article 29(3) of the UEFA DR) to refer the matter to the Appeals Body because of the extreme urgency of the matter. Consequently, the chairman of the Appeals Body had jurisdiction to issue the Appealed Decision.

D. Who is liable for the forfeiture of the Match

82. The Appellant is of the view that KÍ Klaksvík is responsible for the forfeiture of the Match, because it failed to inform UEFA on the mandatory COVID-19 testing by the authorities of the Faroe Islands. It was, therefore, KÍ Klaksvík that was responsible for the Match not taking place within the meaning of Annex I.1.2 to the UCLR. The Respondent, on the contrary, submits that the mandatory testing procedure upon arrival is not a travel restriction. Instead, it must be qualified as a mere travel condition, since it does not have any consequences whatsoever on persons testing negative for COVID-19. The Respondent finds that KÍ Klaksvík had no duty to inform it with respect to travel conditions under the applicable rules and, thus, cannot be held liable for the forfeiture of the Match.

83. Annex I.1 to the UCLR provides – in its pertinent parts – as follows:

> *"I. 1.1*
>
> *UEFA will publish before each draw the list of known travel restrictions between countries, e.g. border closures and quarantine requirements (hereafter: restrictions). By 24.00CET two days prior to the relevant draw clubs must - after consultation with their respective national association and national/local authorities - inform in writing the UEFA administration whether such known restrictions apply or if other previously unknown restrictions have been imposed by their respective national/local authorities that would impact the clubs' travelling. In absence of any information from the relevant club the list published by UEFA will be considered final.*
>
> *I.1.2*
>
> *If a club fails to inform the UEFA administration by 24.00CET two days prior to the relevant draw of any existing restrictions other than those published by UEFA in accordance with Annex I.1.1 that affect the organisation of the match and as a consequence the match cannot take place, the club in question will be held responsible for the match not taking place and the match will be declared by the UEFA Control, Ethics and Disciplinary Body to be forfeited by the club in question, which will be considered to have lost it 3-0".*

84. In addition, Annex I.2.1 to the UCLR states – *inter alia* – as follows:

> *"If it is not possible to reschedule the match in accordance with the deadlines set out in Annex I.3.1, the club that cannot play the match will be held responsible for the match not taking place and the match will be declared by the UEFA Control, Ethics and Disciplinary Body to be forfeited by the club, which will be considered to have lost the match 3-0".*

85. The Sole Arbitrator is mindful that issues arising in connection with the COVID-19 pandemic in Europe causes unknown situations and new legal challenges that have not been experienced before. The exceptional nature of COVID-19 for European club football has been emphasised in UEFA's Protocol which reads – *inter alia* – follows:

> *"[T]he evolution of the COVID-19 situation is dynamic and unpredictable, both in terms of its*

> *epidemiology and the nature of the countermeasures imposed by national governments, and while it is impossible to establish a completely risk-free environment, the aim is to lower the risk as far as possible by applying current medical advice and best practice. […] Minimising the risk to UEFA competitions from COVID-19 relies on thorough and robust preparations and on-site organisation, but also to a large extent on the cooperation, behaviour and understanding of the teams, their players, officials and technical staff, as well as the UEFA referees, the UEFA venue staff and all target groups involved in the matches".*

86. In addition, the document makes – *inter alia* – reference to testing and international travel procedures. In this respect, the Protocol provides – in its pertinent parts – as follows:

> *"[A]dditional test will be necessary on MD-1 on arrival at the host city if required by the relevant local authorities […] Teams must also be prepared to comply with any SARS-CoV-2-RNA testing at the airport that is required by the relevant local authorities".*

87. Against this background and in consideration of the regulations contained in Annex I to the UCLR mentioned above, the Sole Arbitrator is of the view that it is important to distinguish between the terms "travel restrictions" and "travel conditions".

88. Travel restrictions are set out in Annex I.1 to the UCLR. In this regard, the provision expressly refers to restrictions such as *"e.g. border closures and quarantine requirements"* that are applicable to all inbound travellers. In turn, testing requirements are not mentioned in Annex I.1. to the UCLR. The latter are only contained in Annex I.2 to the UCLR. Based on this systematic distinction in Annex I to the UCLR, the Sole Arbitrator is confidently satisfied that testing requirements cannot be qualified as travel restrictions. Mandatory testing in itself does not prevent persons travelling to the Faroe Islands to reach their destination. It is rather a condition to enter the territory of the country concerned and must therefore – just like the requirement to show a passport or other document of identification upon arrival – be considered as a travel condition. Consequently, KÍ Klaksvík had no obligation to inform UEFA about the mandatory testing by Faroese local authorities upon arrival of the team or about the quarantine requirements in case someone entering the country is tested positive for COVID-19. In view of the above, KÍ Klaksvík did not breach its obligations pursuant to Annex I.1.1 to the UCLR.

89. On a side note, the Sole Arbitrator finds that even if one were to assume – *quod non* – that there was a breach of KÍ Klaksvík the latter could not be held accountable for the forfeiture of the Match. The alleged failure to inform the Appellant on the mandatory testing and the quarantine in case of testing positive for COVID-19 was not causal for the Match not being played. It follows from the wording of Annex I.1.2 to the UCLR that the match is forfeited by the hosting team only if there is a causal link between the failure to provide the required information and the match not taking place (*"and as a consequence the match cannot take place"*). The Sole Arbitrator finds that no such causal link exists in the case at hand. The true reason why the Match could not be played clearly rests in the sphere of responsibility of the Appellant, i.e. because some of its team members tested positive for COVID-19. Furthermore, even if the Appellant would have been informed about the mandatory testing and the quarantine requirements in case of a positive COVID-19 test, it would – nevertheless – have travelled to the Faroe Islands. This is evidenced by the fact that the Appellant sent a Second Delegation on 20 August 2020 after the

First Delegation had been detained in quarantine. Thus, such information was immaterial for the Match being played or not.

90. To sum up, the Sole Arbitrator finds that in light of the above UEFA properly applied the rules by holding the Appellant liable for forfeiting the Match.

E. Conclusion

91. The Appeals Body of the First Respondent had jurisdiction to issue the Appealed Decision. Furthermore, the Appellant could not play the scheduled Match as a result of the positive tests of members of the First and Second Delegation and the Match was thus to be declared to be forfeited by the Appellant. UEFA, therefore, rightly held – in application of the Annex I to the UCLR – that the Appellant is liable for the forfeiture of the Match.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 25 August 2020 by ŠK Slovan Bratislava against the decision rendered on 24 August 2020 by the Appeals Body of the Union des Associations Européennes de Football is dismissed.

2. The decision issued on 24 August 2020 by the Appeals Body of the Union des Associations Européennes de Football is confirmed.

3. (…).

4. (…).

5. All other and further motions or prayers for relief are dismissed.