



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**Arbitration CAS 2023/ADD/62 International Bobsleigh & Skeleton Federation (IBSF) v. Lidiia Hunko, award of 26 September 2023**

Panel: Mr David Grace KC (Australia), Sole Arbitrator

*Bobsleigh (monobob)*

*Doping (dehydrochloromethyl-testosterone)*

*Absence of signature of the Order of Procedure by a respondent*

*Presumption attached to WADA-Accredited Laboratories*

*Principle of strict liability*

- 1. The ADD Rules, and the Code of Sports-related Arbitration Rules, provide, that in the circumstances were a respondent has failed to provide his/her Answer in response to a claimant’s application within the time provided by the ADD Rules and has failed to sign the Order of Procedure, CAS may nevertheless proceed with the arbitration and deliver an award.**
- 2. Pursuant to Article 3.2.2 of the IBSF Anti-Doping Rules, WADA-Accredited Laboratories are presumed to have conducted sample analysis in accordance with the applicable WADA procedures and it is for the athlete in such circumstances to rebut such a presumption by establishing, on the balance of probabilities, a departure from the appropriate procedures of analysis which could reasonably have caused an Adverse Analytical Finding.**
- 3. Following the principle of strict liability as constantly applied by the CAS ADD, it is not necessary that any intent, fault, negligence or knowing use on an athlete’s part be demonstrated in order to establish an anti-doping rule violation.**

**I. PARTIES**

- 1. The Claimant is the International Bobsleigh and Skeleton Federation (“IBSF”) represented by the International Testing Agency (“ITA”) of Lausanne, Switzerland. The IBSF has delegated to the ITA the prosecution of an alleged Anti-Doping Rule Violation committed by Ms. Lidiia Hunko (“the Respondent”) on 14 February 2022 during the Women’s Monobob Heat 4 at the XXIV Olympic Winter Games, Beijing 2022 (“the Games”). The ITA is an international organisation constituted as a not-for-profit-foundation which has been tasked by the IBSF to deliver independent anti-doping programs on its behalf including the prosecution of potential Anti-Doping Rule Violations (“ADRV”) from samples collected under the jurisdiction of the International Olympic Committee (“IOC”).**

2. The Respondent is a professional international-level Monobob athlete who has been competing in international events since 2019. She was a member of the All-Ukrainian Bobsleigh and Skeleton Federation, affiliated to IBSF, at the time that the alleged ADRV occurred.

## II. FACTUAL BACKGROUND

3. By Application dated 31 May 2023, the ITA on behalf of the IBSF, pursuant to the IBSF Anti-Doping Rules (“ADR”), initiated a request for Disciplinary Proceedings before the Court of Arbitration for Sport Anti-Doping Division (“CAS ADD”).
4. The Application arises out of the following circumstances. The Respondent provided a sample in an In-Competition doping control test during her competition under the authority of the IOC, which returned an Adverse Analytical Finding (“AAF”) for the Prohibited Substance – Dehydrochloromethyl-testosterone (“DHCMT”) metabolites. This substance is a potent exogenous steroid which causes rapid growth of the muscles which in turn leads to high increases in strength performance.
5. The matter was first handled by the IOC under the IOC Anti-Doping Rules applicable to the Games. In proceedings which ensued at the Games the Respondent did not challenge the positive finding and accepted the disqualification of her competitive results at the Games. Thereafter, the IOC referred the matter to the IBSF to make a determination of the period of ineligibility for the ADRV. That period of ineligibility is to be determined under the IBSF ADR.
6. The Prohibited Substance so found that resulted in the Adverse Analytical Finding is listed as a prohibited substance according to the 2022 and 2023 World Anti-Doping Agency (“WADA”) Prohibited List under the Category S.1.1 Anabolic Androgenic Steroids and is prohibited at all times both In and Out-of-Competition. The prohibited substance qualifies as a non-Specified Substance pursuant to the 2022 WADA Prohibited List.
7. On 17 February 2022, the ITA (on behalf of the IOC) notified the athlete of the Adverse Analytical Finding and informed her of the potential consequences under the IOC Anti-Doping Rules and imposed a Provisional Suspension. The Respondent was made aware in writing that the IBSF was responsible for consequences that extend beyond the Games which would be determined under the applicable IBSF ADR. Accordingly, the Respondent was informed that effectively her case would resume under the IBSF ADR once the IOC proceedings were conclusively resolved.
8. On 18 February 2022, the Respondent responded in writing to the IOC Notification and admitted the Adverse Analytical Finding and expressly stated that she did not request the analysis of her B-Sample. On 21 February 2022, the ITA (on behalf of the IBSF) imposed a Provisional Suspension on the Respondent pursuant to Article 7.4.1 of the IBSF ADR to apply beyond the period of the 2022 Beijing Olympic Games. On 9 March 2022, the ITA (on behalf of the IOC) issued a Notice of Charge and a document titled “Agreement on Consequences”. This provided the Respondent with the opportunity to accept the Consequences of her ADRV under the IOC ADR and informed the Respondent that once the IOC proceedings were concluded, the matter would be referred to IBSF for continuation of her case.

9. On 23 March 2022, the Respondent submitted her explanations to the ITA and alleged that the source of the Prohibited Substance could be the use of contaminated supplements but stated that she did not have the supplements with her anymore to have them tested. Thereafter, on 29 March 2022 the Respondent signed and returned an Agreement on Consequences thereby expressly agreeing to the Consequences of her ADRV under the IOC ADR.
10. On 28 July 2022, the ITA (on behalf of the IOC) issued a Sanctioning Decision under Article 7.8.3 of the IOC ADR in which it was concluded that the Respondent had committed an ADRV for the presence of a Prohibited Substance contrary to Article 2.1 of the IOC ADR. As a result, the Respondent's results at the 2022 Beijing Olympic Games were disqualified and the matter was referred to the IBSF under Article 7.1.2 of the IOC ADR.
11. On 8 August 2022, the ITA (on behalf of the IBSF) informed the Respondent that the proceedings would be continuing under the IBSF ADR. An IBSF Notice of Charge was issued and through this notification the ITA asserted that the Respondent had committed an ADRV under Article 2.1 of the IBSF ADR (as confirmed by the IOC Decision) and explained the applicable IBSF regulations including the default period of Ineligibility and the grounds to mitigate the period of Ineligibility. Further, the Respondent was given an opportunity to provide explanations for the circumstances that led to the Presence of the Prohibited Substance in her sample.
12. On 26 August 2022, the Respondent replied to the IBSF Notice of Charge and, *inter alia*, stated that she had never used any Prohibited Substance and did not know how the Prohibited Substance entered her system, that she had refused to test her B-Sample as she had confidence and trust in the work of the laboratory and that prior to her positive test result she had tested "negative" on 24 December 2021, 14 January 2022 and 10 February 2022 and this proved her honesty.
13. On 11 November 2022, the ITA informed the Respondent that after evaluating the facts the ITA considered that the Respondent had been unable to establish (on the balance of probabilities) the source of her Adverse Analytical Finding or that her ADRV was unintentional. Accordingly, the ITA stated that it was willing to expedite the proceedings and offer the Respondent an Agreement on Consequences comprising a period of ineligibility of three (3) years on the grounds of timely admission. The Respondent was given the right to refuse this offer and to request a hearing in lieu thereof.
14. On 25 November 2022, the Respondent informed the ITA that she regarded the ITA's proposed Agreement on Consequences as an attempt to "put pressure on [her]". She reiterated that she had never used any Prohibited Substance and she would not plead guilty to actions that were never committed.
15. On 28 November 2022, the ITA informed the Respondent that it was never the intent of the ITA to put pressure on her to accept the proposed terms of the Agreement of Consequences and reiterated the Respondent's ability to choose as to whether or not she wanted to accept the proposed Agreement on Consequences and if not, she could choose to have the matter referred to the CAS ADD.

16. On 12 December 2022, the Respondent provided a response to the ITA to the effect that she had never used a Prohibited Substance and referred again to her three negative test results prior to the Doping Control Test on 14 February 2022. She further stated that as a result of her stance on the military aggression in the Ukraine she had received “threatening messages” and expressed “doubts” on the Anti-Doping Analysis that was conducted on her sample and that she would not take the blame for a violation of the Anti-Doping Rules.
17. On 30 May 2023, the ITA informed the Respondent that the matter would be referred for adjudication to the CAS ADD and it would be up to the CAS ADD to determine the applicable and appropriate Consequences of her ADRV.
18. On 31 May 2023, pursuant to Article 8.1.1 of the IBSF ADR, the ITA referred the proceedings to the CAS ADD for a Determination on the ADRV and the Consequences to be applied.

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

19. As referred to above, on 31 May 2023, the ITA on behalf of the IBSF applied to the CAS ADD acting as first-instance authority to conduct the proceedings and to issue a decision, pursuant to the CAS ADD Arbitration Rules, pursuant to Article 8.1 of the IBSF ADR.
20. On 1 June 2023, the CAS ADD wrote to the ITA and to the Respondent advising that the Application by the ITA had been received and that a copy was enclosed for the Respondent’s attention. The letter advised that the Arbitration had been assigned to the CAS ADD and would therefore be dealt with according to the Arbitration Rules (the “ADD Rules”). The Respondent was advised that in order to guarantee her right to be heard and in accordance with the principle of due process, pursuant to Article 14 of the ADD Rules, the Respondent was required to file with the CAS ADD within 15 days of receipt of the letter, by email, an Answer to the Application.
21. By letter dated 23 June 2023, the CAS ADD informed the Parties that the Respondent had failed to file her Answer within the prescribed time limit and as she had not provided any input as to the formation of the Arbitration Panel, in accordance with Articles A16 & A17 of the Rules of the CAS ADD, and on behalf of the Division President, Mr. David Grace, KC, Barrister and Solicitor in Melbourne, Australia, had been appointed to act as Sole Arbitrator in the Procedure.
22. On 5 July 2023, the ITA, on behalf of the IBSF, advised the CAS ADD that it did not request a hearing in the matter and was content, effectively, for the matter to be dealt with according to the written documentation. A copy of this correspondence was forwarded to the Respondent, but no response was received. Subsequently an Order for Procedure was prepared by the CAS ADD and forwarded to the Parties on 24 July 2023. The Claimant signed the Order of Procedure on 27 July 2023 however no response was received from the Respondent. The CAS ADD wrote to the Respondent again on 14 August 2023 inviting her to sign and return the Order of Procedure by 18 August 2023. There was no response by that date. On 28 August 2023, the Respondent was again reminded by the CAS ADD, in writing, to sign and return the Order of Procedure. There has been no response from her to date.

23. The Order of Procedure, *inter alia*, provided that by signing the Order, the Parties confirmed their agreement that the Sole Arbitrator may decide the matter based on the written submissions of the Parties and further that the Parties confirmed that their right to be heard has been respected. The Order further provided that pursuant to Article A19.3 of the ADD Rules, the Sole Arbitrator “*considers himself to be sufficiently well informed to decide this matter without the need to hold a hearing*”. The Order also covered the following issues: jurisdiction, the appointment of the Sole Arbitrator, communications, the fact that the seat of the arbitration is Lausanne, Switzerland, that the language of the Arbitration would be in English, that the dispute would be decided in accordance with the World Anti-Doping Code and the applicable Anti-Doping Rules or in accordance with the laws of a particular jurisdiction chosen by agreement of the parties or, in the absence of such a choice, according to Swiss Law. Other procedural matters were noted in the Order.
24. The ADD Rules, and the Code of Sports-related Arbitration Rules, provide, that in the present circumstances, including the fact that the Respondent has failed to provide her Answer in response to the Claimant’s Application within the time provided by the ADD Rules and has failed to sign the Order of Procedure, the CAS may nevertheless proceed with the Arbitration and deliver an Award.

#### **IV. SUBMISSIONS OF THE PARTIES**

##### **A. The Claimant**

25. The ITA, on behalf of the IBSF, submitted that its Application to the CAS ADD was admissible. It submitted that the Respondent, having participated in the Games, was undoubtedly bound by the IOC ADR and during the IOC Proceedings, she did not make any claim indicating that she was not subject to the IOC ADR. It was also clear that the Respondent was subject to the provisions of the IBSF ADR as she was a Member of the IBSF and the All-Ukrainian Bobsleigh and Skeleton Federation. Further, the Respondent is considered an International-Level Athlete within the meaning of the IBSF ADR. As such, the Respondent is bound by the IBSF ADR including the Consequences for Breaches of the IBSF ADR
26. The IBSF has delegated the CAS ADD to act as the International Federation’s First Instance Hearing Panel as of 1 January 2021 which was the commencement date of the 2021 IBSF ADR, pursuant to Articles 8.1.1 and 8.1.2 of the IBSF ADR.
27. It was submitted that Article A2 of the CAS ADD Rules provides that the CAS ADD has jurisdiction to rule as a first-instance authority on behalf of any sports entity which has formally delegated its powers to the CAS ADD to conduct anti-doping proceedings and impose applicable sanctions; and therefore the CAS ADD is vested with jurisdiction to hear the present matter and to rule on the applicable Consequences of the Respondent’s ADRV beyond the Games.
28. It was submitted that the ADRV was conclusively established by the IOC during the IOC proceedings and that that matter ought no longer be in dispute and that the CAS ADD does not have to rule on this point.

29. It was further submitted that pursuant to Article 7.1.1 of the IOC ADR, the IOC is in charge of Results Management for all samples collected during the Games, and that, more particularly, the IOC's remits include the determination of whether an ADRV has occurred, and the Consequences related to the Games – namely, the disqualification of results obtained by an athlete during the Games. It was emphasised that due to the fact that the Respondent had, on 17 February 2022, expressly waived her right to B-Sample analysis, that this unequivocally established the commission of an ADRV under Article 2.1.2 of the IOC ADR. The Respondent did not dispute the IOC's position in the IOC Proceedings and at no point did she challenge the analytical finding or request a hearing. To the contrary, on 29 March 2022, the Respondent signed an Agreement on Consequences under Article 7.8 of the IOC ADR thereby accepting that she had committed an ADRV as well as the applicable consequences under the IOC ADR.
30. It was further submitted that as the IOC's Sanctioning Decision dated 28 July 2022 was not appealed by any party with a right to appeal, it was therefore final and binding and, as a result, and pursuant to Article 15.1.1 of the IBSF ADR, the decision of the IOC (including the Determination of the occurrence of the ADRV) is binding on the CAS ADD.
31. Based on the above, the IBSF concluded to the following
  1. *The ITA's request is admissible.*
  2. *Ms Lidiia Hunko is confirmed to have committed an Anti-Doping Rule Violation pursuant to Article 2.1 (and/or 2.2) of the IBSF ADR.*
  3. *Ms Lidiia Hunko is sanctioned with a period of ineligibility of four years in accordance with Article 10.2.1 of the IBSF ADR.*
  4. *The Period of Ineligibility shall start on the date on which the CAS ADD Award enters into force. Any period of Provisional Suspension effectively served by Ms Lidiia Hunko before the entry into force of the decision is to be credited against the total period of Ineligibility to be served.*
  5. *All individual competitive results of Ms Lidiia Hunko from and including the date of sample collection (i.e., 14 February 2022) are disqualified with all resulting consequences, including forfeiture of any medals, awards, points and prizes as per 10.10 of the IBSF ADR.*
  6. *The costs of the proceedings, including IBSF/ITA's costs, shall be borne by Ms Hunko pursuant to Article 10.12 of the IBSF ADR.*
  7. *Any other prayer for relief that the Panel deem fit considering the facts and circumstances of the present case.*

## **B. The Respondent**

32. As outlined above, the Respondent has failed to provide an Answer in response to the Claimant's Application, has failed to sign the Order of Procedure and has not taken any active part in these proceedings. Her position in relation to the matter is outlined in her correspondence to the ITA dated 25 November 2022 and 10 December 2022.

33. On 25 November 2022, in relation to the proposal by the ITA to expedite proceedings and offer the Respondent an Agreement on Consequences comprising a period of ineligibility of three (3) years on the grounds of timely admission, the Respondent perceived this suggestion as an attempt to put pressure on her. She stated, *inter alia*:

*“I have already replied to you several times that I have never used the substance that your laboratory found in my doping sample. My words are confirmed by the previous three (!!!) negative samples, I passed on 24.12.2021, 14.01.2022, 10.02.2022. You are putting pressure on me to plead guilty to actions I never committed. I am not sure that this is what honesty and justice looks like – to admit guilt for actions that I never committed”.*

34. The Respondent further stated that the accusations were extremely painful for her feelings because she had given many years to the sport and had never committed a fair play violation and claimed that the accusations and the attempt to persuade her to agree to her guilt to a crime she never committed was violence against a defenceless athlete.

35. After the ITA responded immediately to this correspondence by emphasising that the decision as to whether the Respondent was willing to accept the proposed Agreement on Consequences was purely optional on her part, the Respondent replied on 10 December 2022, *inter alia*, as follows:

*“Yes, indeed, I perceive the ITA’s attempts to convince me to plead guilty to using banned substances as pressure on me. I have already answered you many times and I have never used any substances banned in sport”.*

36. The Respondent in the same correspondence went on to state the unfairness about the process and the doubts raised among athletes and sports fans about the integrity of the Anti-Doping Authorities and the fact that there were State-sponsored doping programs which adversely affect the principles of fair sport. She stated:

*“Given my firm position on the military aggression against my country, given my interviews with the media at the beginning of the 2022 Olympic Games, given certain private threatening messages I received after my interviews, given the pressure from the ITA and attempts to intimidate the Ukrainian Bobsleigh and Skeleton Federation into admitting to a crime I never committed, I question the integrity and transparency of the Anti-Doping Analysis conducted 14.02.2022. I believe that there was an interference of influential external forces in the work of the ITA during my Anti-Doping Analysis on February 14, 2022...”*

37. She ended the correspondence by stating that she would never agree to take the blame for an Anti-Doping Violation and that she had always been honest with her rivals.

38. No further statement of position or submissions have been received from the Respondent to date.

## **V. JURISDICTION**

39. As a participant in the Games, the Respondent was bound by the IOC ADR. Further, the IBSF ADR provides that it applies to all Athletes who are members of the IBSF or of any National Federation. Anyone who is a Member of an IBSF National Federation or participates in an

IBSF Event is deemed, as a condition of their participation to have submitted to the authority of the IBSF and to be bound by the IBSF ADR including the Consequences for breaches of the IBSF ADR.

40. The All-Ukrainian Bobsleigh and Skeleton Federation is an IBSF National Member Federation and has been participating in IBSF Events since 2019. As a result, the Respondent, as a member of that Federation since 2019, is and was bound by the provisions of the IBSF ADR when the facts giving rise to the ADRV occurred.
41. The ADRV was conclusively established by the IOC during the IOC Proceedings. During the IOC Proceedings, the Respondent was given the opportunity to analysis her B-sample. On 17 February 2022, she confirmed that she expressly waived her right to B-sample analysis, thereby unequivocally establishing the commission of an ADRV pursuant to Article 2.1.2 of the IOC ADR. She did not dispute the IOC's position in the IOC Proceedings. At no point of time did she challenge the analytical finding or request a hearing and she signed, as indicated above, an Agreement on Consequences under Article 7.8 of the IOC ADR thereby accepting that she had committed an ADRV as well as the applicable consequences under the IOC ADR.
42. There was no appeal from the IOC's sanction decision. It is final and binding and Article 15.1.1 of the IBSF ADR provides that the decision of the IOC in these circumstances is binding on the CAS ADD.
43. For the avoidance of doubt, even if it is to be taken from the correspondence received from the Respondent that the occurrence of the ADRV is still in dispute, the IBSF has satisfied its burden of proof to establish to the comfortable satisfaction of the CAS ADD that an ADRV have occurred. No flaws in the analytical process have been identified by the Respondent and there is no basis upon which the finding of the laboratory may be challenged.
44. Therefore, the assertion by the ITA that an ADRV has occurred, is accepted, and it is confirmed that all procedural requirements imposed upon the ITA have been met.
45. There is jurisdiction for the CAS ADD to conduct its deliberations in relation to this matter without an oral hearing and to determine the matter based upon any written submissions received. The lack of participation and response by the Respondent does not deprive the CAS ADD of jurisdiction. The Respondent is to be taken as being fully aware of the Application of the ITA to determine the ADRV and its filing of an Application with the CAS ADD. The applicable Rules clearly provide for the CAS ADD to exercise jurisdiction in these circumstances. A person in the position of the Respondent cannot avoid the exercise of jurisdiction by the CAS ADD by deliberately refraining from engaging in the process. The CAS ADD has the necessary jurisdiction to determine this matter pursuant to the IBSF ADR.

## **VI. APPLICABLE LAW**

46. As indicated above, the CAS ADD is provided with jurisdiction by the IBSF ADR and is required to conduct proceedings and to issue decisions as per the CAS ADD Arbitration Rules.



47. Pursuant to Article 20 of the CAS ADD Arbitration Rules, the CAS ADD shall decide the dispute according to the applicable ADR or Rules of a particular jurisdiction chosen by agreement of the parties or, in the absence of such a choice, according to Swiss law.
48. The Respondent has not challenged the occurrence of the ADRV namely the presence of the Prohibited Substance in her bodily specimen and on 18 February 2022, the Respondent expressly stated that she waived her right to the opening and analysis of the B-sample. Pursuant to Article 2.1 of the IBSF ADR:
- “2.1.1 It is the Athletes’ personal duty to ensure that no Prohibited Substance enters their bodies. Athletes are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, Negligence or knowing Use on the Athlete’s part be demonstrated in order to establish an anti-doping rule violation under Article 2.1.*
- 2.1.2 Sufficient proof of an anti-doping rule violation under Article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Athlete’s A Sample where the Athlete waives analysis of the B Sample and the B Sample is not analysed...”.*
49. In the present case, considering that the Respondent waived the analysis of the B-sample, an ADRV is unequivocally established pursuant to Article 2.1.2 of the IBSF ADR.
50. Therefore, the applicable ADR is the IBSF ADR, pursuant to which this Application is to be determined.

## VII. MERITS

51. It is clear, based on the above matters, that the Respondent must be found to have committed an Anti-Doping Rule Violation pursuant to Article 2.1.2 of the IBSF ADR. Further, the Beijing Laboratory in its analysis of the Respondent’s A-sample undertaken at the Games making an Adverse Analytical Finding for DHCMT Metabolite, a Prohibited Substance under the WADA Prohibited List, proves the Prohibited Substance in her system. The Presence of any quantity of this Prohibited Substance or its Metabolites or Markers in an Athlete’s Sample constitutes an ADRV. Pursuant to Article 3.2.2 of the IBSF ADR, WADA-Accredited Laboratories (such as the Beijing Laboratory) are presumed to have conducted sample analysis in accordance with the applicable WADA procedures and it is for the Athlete in such circumstances to rebut such a presumption by establishing, on the balance of probabilities, a departure from the appropriate procedures of analysis which could reasonably have caused the AAF. There has been no challenge by the Respondent to the procedures adopted by the Beijing Laboratory and no flaws of the process have been identified.
52. Notwithstanding the Respondent’s protestations of innocence, the presence of the prohibited substance in her system remains unexplained even after taking into account her statement that she ingested a contaminated substance (without any further particulars or elucidation - see paragraph 9 above).

53. Finally, pursuant the Article 2.1.1 of the IBSF ADR, it is not necessary that any Intent, Fault, Negligence or Knowing Use on the Respondent's part be demonstrated in order to establish an ADRV. This principle of strict liability is well-known and has been consistently applied by the CAS ADD.
54. The Sole Arbitrator is comfortably satisfied, after taking into account the seriousness of the claim, that the IBSF has discharged its burden of proof of establishing the ADRV in the present case. The applicable period of ineligibility shall four (4) years, pursuant to Article 10.2.1 of the IBSF ADR. There was no evidence put before the CAS ADD by the Respondent to justify a finding that the period of ineligibility should be eliminated on the basis of No Fault or Negligence (Article 10.5 of the IBSF ADR) or should be reduced on the basis of No Significant Fault or Negligence (Article 10.6 of the IBSF ADR).

#### **VIII. COSTS**

(...).

#### **IX. APPEAL**

59. Pursuant to Article 13 of the IBSF ADR, and Rule 47 of the CAS Code of Sports-related Arbitration and the applicable Appeals Arbitration Procedure provisions contained within that Code, this Award may be appealed to the CAS Appeals Arbitration Division within 21 days from receipt of the notification of the Final Award with Reasons.

### **ON THESE GROUNDS**

#### **The Court of Arbitration for Sport Rules that:**

1. The request for arbitration filed on 31 May 2023 by the International Testing Agency (ITA) on behalf of the International Bobsleigh & Skeleton Federation (IBSF) is upheld.
2. Ms. Lidiia Hunko is found to have committed an Anti-Doping Rule Violation pursuant to Article(s) 2.1 (and/or 2.2) of the IBSF Anti-Doping Rules.
3. Ms. Lidiia Hunko is sanctioned with a period of ineligibility of four (4) years in accordance with Article 10.2.1 of the IBSF Anti-Doping Rules, starting from the date of this Award.
4. Ms. Lidiia Hunko shall receive credit for the period of Provisional Suspension served from 21 February 2022 against the period of ineligibility imposed by this Award.

5. All individual competitive results of Ms Lidiia Hunko from and including the date of sample collection (14 February 2022) are disqualified with all resulting consequences, including forfeiture of any medals, awards, points and prizes pursuant to Article 10.10 of the IBSF Anti-Doping Rules.
6. (...).
7. (...).
8. All other motions or prayers for relief are dismissed.