SR/065/2026

IN THE MATTER OF DISCIPLINARY PROCEEDINGS BROUGHT BY WORLD RUGBY UNDER REGULATION 21: WORLD RUGBY ANTI-DOPING RULES

Before:

Nicholas Stewart KC (England - Chair)
Paul Hayes KC (Australia)
Dr Steven Targett (New Zealand)

BETWEEN:

WORLD RUGBY ***Anti-Doping Organisation***

– and –

LUKE-KYLE VAN DER SMIT ***Respondent***

DECISION OF THE JUDICIAL COMMITTEE

A. Introduction

[1] World Rugby is the international governing body for the sport of rugby union. It is responsible for the governance and development of sport at international level and in accordance with the World Anti-Doping Code (the '**Code**') has adopted and implemented anti-doping rules applicable to rugby. Those rules are in World Rugby Regulation 21 (the '**Regulation**').

[2] Mr Luke-Kyle van der Smit (the '**Player**') is a 32-year-old professional rugby player who plays internationally for the Hong Kong China men's rugby union team. He is a member

of the Hong Kong China Rugby Union. The Player is bound to comply at all times with the Regulation.

[3] Hereafter, World Rugby and the Player are referred to collectively as the '**Parties**'.

B. Factual background

[4] On 3 July 2025, the Player provided an Out-of-Competition urine sample (the '**Sample**'). Under the supervision of the Doping Control Officer, the Player split the Sample into A and B Samples and signed a Doping Control Form.

[5] World Rugby alleges and the Player accepts that he committed anti-doping rule violations ('**ADRVs**') as a result of an Adverse Analytical Finding ('**AAF**') for the presence of a Prohibited Substance in the Sample.

[6] The Prohibited Substance was a metabolite of drostanolone, 3a-hydroxy-2a-methyl-5a-androstan-17-one.

[7] Drostanolone is listed under section S1.1 of the World Anti-Doping Agency ('WADA') 2025 Prohibited List, in the category of Anabolic Androgenic Steroids. It is a non-Specified Substance prohibited at all times.

[8] This case involves questions of the Player's use of a Contaminated Product.

[9] In the rest of this decision, unless the context indicates otherwise, the term drostanolone includes the metabolite found in the Player's A Sample on testing at the WADA accredited Doping Control Center, Korea Institute of Science and Technology, in Seoul (the '**Seoul Laboratory**').

[10] The Player was notified in writing on 31 July 2025 that he may have committed ADRVs under Articles 21.2.1 (Presence) and/or 21.2.2 (Use) of the Regulation and was invited to

provide an explanation for the AAF by 17 November 2025.

[11] On 8 August 2025 the Player wrote to World Rugby asking for an extension of time for his response, analysis of his B Sample and consideration of the Laboratory Documentation Pack.

[12] World Rugby granted that extension, provided the Laboratory Documentation Pack and arranged for analysis of the B Sample by the Seoul Laboratory. The B Sample was found to contain the same metabolite of drostanolone, and that AAF was notified to the Player on 1 October 2025.

[13] On 22 October 2025 the Player provided an initial written response in which he admitted the presence of a metabolite of drostanolone in his Sample. However, he asserted that he had not intentionally used drostanolone. He was unable to say how drostanolone had entered his system but he provided a list of supplements he had been using before his Sample collection and which he considered might have been the source of the drostanolone in his Sample.

[14] On 31 July 2025 World Rugby sent the Player a written notice of charge, charging him with two ADRVs:

a. An ADRV pursuant to Article 21.2.1 in that a metabolite of drostanolone was present in both his A and B Samples; and/or

b. An ADRV pursuant to Article 21.2.2 in that the Player used a Prohibited Substance, namely drostanolone, on or before 3 July 2025;

and notifying him that he would be sanctioned with a four-year period of Ineligibility unless he could establish that the ADRVs were not intentional. The Player was also provisionally suspended, pending the outcome of these proceedings, with effect from 31 July 2025.

[15] On 31 October 2025 the Player wrote to World Rugby requesting suspension of the deadline for his response to the charges pending receipt of the test results on two supplements. World Rugby agreed that he could have until 26 January 2026 for his response.

[16] By 26 January 2026 the Player had received the results of the testing of those two supplements by a WADA accredited laboratory in Cologne (the '**Cologne Laboratory**'). On that date he responded to the charges in writing. He admitted both charges but wished to make submissions in mitigation on the basis that he had not acted intentionally and that he bore No Fault or Negligence, alternatively No Significant Fault or Negligence. He also requested immediate lifting of his Provisional Suspension, but he later withdrew that request. The Player subsequently abandoned his reliance on No Fault or Negligence, while maintaining his reliance on No Significant Fault or Negligence.

[17] The Player requested a hearing before an independent Judicial Committee under Regulation 21.8.

[18] Pursuant to Regulation 21.8.1, on 16 February 2026 the World Rugby Judicial Panel Chairman Christopher Quinlan KC appointed Nicholas Stewart KC as chair of this Judicial Committee ('**JC**') and Paul Hayes KC and Dr Targett as the other members of the JC to determine the Player's case.

[19] The Player has no previous finding of an AAF or ADRV.

C. Regulation 21: Summary of applicable rules

[20] We shall examine key provisions of Regulation 21 more closely when we come to analyse the evidence. In summary:

- There is no dispute that the Player committed the two ADRVs charged under Regulation 21.2.1 and 21.2.2. The Seoul Laboratory's finding of a drostanolone metabolite in his Sample is sufficient to establish those ADRVs, as the Player accepts.

- The starting point for the sanction is a four-year period of Ineligibility: Regulation 21.10.2.1.

- That four-year suspension is reduced to two years if the Player can establish that his admitted ADRVs were not intentional: Regulation 21.10.2.1.1 and 21.10.2.2.

- "Intentional" means engaging in conduct which the Player knew constituted an ADRV or where he knew there was a significant risk that his conduct might constitute or result in an ADRV and manifestly disregarded that risk: Regulation 21.10.2.3.

- The Player needs to establish lack of intention only on the balance of probability, which is the standard of proof on any issue where the burden of proof is on a player: Regulation 21.3.1.

[21] The Player does say that his ADRVs were not intentional, which would reduce his maximum period of Ineligibility to two years instead of four. Importantly, the Player then seeks a further reduction by reliance on Regulation 21.10.6.1.2 (Contaminated Products):

> *"In cases where the Player or other Person can establish both No Significant Fault or Negligence and that the detected Prohibited Substance (other than a Substance of Abuse) came from a Contaminated Product, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years Ineligibility, depending on the Player or other Person's degree of Fault."*

[22] Contaminated Product is defined in the Appendix to Regulation 21 as *a "product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable Internet search*."

[23] The Player claims that the source of the drostanolone in his body was a supplement Gold Standard 100% Whey ('**the GS Supplement**') manufactured by Optimum Nutrition, a well-established supplier of a wide range of supplements and other nutritional products for sports, which he had been using for some years and particularly had been using in the days immediately before he gave his Sample on 3 July 2025. Optimum Nutrition takes part in two reputable programmes – Informed Sport and Informed Choice (both run by LCG Limited) – for testing of its products, including the GS Supplement.

[24] For the reasons which follow, the Judicial Committee unanimously finds that the Player has established the two essential points in Regulation 21.10.6.1.2:

- the source of the drostanolone found in his Sample was a Contaminated Product, the GS Supplement used by him; and
- No Significant Fault or Negligence by him

and that the appropriate sanction is a period of Ineligibility of two years.

D. Proceedings before the Judicial Committee

I. Procedural directions

[25] The Judicial Committee gave procedural directions in February 2026 and on later dates, culminating in directions for a hearing by videoconference on Wednesday 24 June 2026. In the light of the Player's admission of the ADRVs, the hearing was limited to the question of sanctions under Regulation 21.10.

[26] Under Regulation 21.8.1.2.8 we required the Player to attend the hearing and also directed that he might only rely on [redacted] evidence if [redacted] attended; and that the Player (and [redacted], if [redacted] did attend) would then be available for cross-examination by World Rugby and questioning by the JC.

[27] World Rugby's evidence consisted of documents and a report of one expert witness, Dr Vinod Nair.

[28] In his written submissions the Player set out details of what he and [redacted] had to say in support of his case.

[29] The Player's evidence also included a report of one expert witness Dr Douwe de Boer.

[30] The Judicial Committee was provided with an agreed hearing bundle of 422 pages and a 638-page bundle of 21 legal authorities, 20 of them being decisions of the Court of Arbitration for Sport ('**CAS**').

II. Judicial Committee's insistence on a hearing

[31] On 9 June 2026 the Judicial Committee received a request from the Player, supported by World Rugby, that we should decide this case on written submissions only, without a hearing. The reasons given in support of that request were:

a. the Parties did not intend to significantly supplement their submissions;

b. the Parties had essentially agreed, on a without prejudice basis, on the Consequences to be imposed on the Player (which were specified in the request but are not included here); and

c. the Player confirmed that his right to be heard had been fully respected should the Judicial Committee decide the matter on the papers.

[32] The request added that it was made primarily for reasons of procedural efficiency, to save all Parties' and the Judicial Committee's resources, and also bearing in mind that the proceedings were already placing a considerable burden on the Player and those around him.

[33] The Judicial Committee was firmly and unanimously against dispensing with an oral hearing and our rejection of the request was notified to the Parties on 16 June 2026.

[34] The Parties had not implemented the procedure for a Case Resolution Agreement under Regulation 21.10.8.2, which would have required the agreement of the World Anti-Doping Agency to the period of Ineligibility and any other Consequences to be imposed for the Player's ADRVs.

[35] Accordingly, the Judicial Committee would only have agreed to dispense with the oral hearing if we had been confident that for our decision on sanctions a hearing would have given us no useful information beyond what we could glean from the papers. We were nowhere near having that confidence. On the contrary, the Player's account plainly needed testing and exploration by cross-examination by World Rugby together with such questioning by the Judicial Committee as we might find helpful.

[36] It is apparent from this decision and our reasons that the hearing on 24 June 2026 did add valuable information. Most tellingly of all, in the light of that extra information the period of Ineligibility decided by this Judicial Committee is significantly different from the period agreed between the parties as notified to the Judicial Committee with the 9 June 2026 request to dispense with an oral hearing.

III. The hearing on 24 June 2026

[37] The following individuals attended the hearing:

<u>For World Rugby:</u>

a. Ross Brown, Lead counsel, Onside Law

SPORT RESOLUTIONS SR THE INDEPENDENT EXPERTS
ENABLING FAIR PLAY

b. Lilly Elliot, counsel, Onside Law
c. Susan Barry, World Rugby Legal Counsel
d. Mike Earl, World Rugby Director of Anti-Doping
e. Ross Blake, World Rugby Results Manager

For the Player:

a. Luke-Kyle van der Smit, Player
b. Ivan Dunjic, counsel Epartners AG
c. [redacted], Witness

[38] The hearing was recorded in sound and the JC has reviewed the recording and a transcript as needed in writing this decision.

[39] Neither expert witness Dr Nair nor Dr de Boer was required to attend the hearing. The Player and [redacted] did both attend and gave oral evidence.

[40] While the JC has considered the entire record and paid careful attention to the evidence of the witnesses and the comprehensive written and oral submissions of the Parties, we refer only to those matters necessary to describe and explain our decision.

E. The GS Supplement

[41] The key factual elements of this case are the Player's use of the GS Supplement and the circumstances in which he came to have and use it from the particular container of the GS Supplement which he says had been bought by [redacted] in March 2025 (the '**New Container**'). His case is that the GS Supplement in the New Container was the source of the drostanolone metabolite in his Sample.

[42] The Player's 22 October 2025 response to World Rugby included a detailed account of his use of the GS Supplement (as well as other supplements), including:

"I've used this product regularly over the past few years (I purchase it when the team is not provided Whey Protein from a sponsor). In the weeks before 3 July, I typically used this product two or three times a day on weekdays ((i) one or two scoops in the morning, (ii) one or two scoops after gym and (iii) one or two scoops after training if I was unable to eat)."

[43] Mr van der Smit's oral evidence at the hearing was closely in line with that account and we accept that this was a sufficiently accurate description of his use of the GS Supplement. It is unrealistic to suppose that on 22 October 2025 he was falsely claiming to have used that supplement, which was one of the ten products he listed with that response and which at that point he could not have known had been contaminated with drostanolone. That would require an elaborately concocted story from the Player and [redacted] – a concoction which is especially implausible given Dr Nair's evidence (see below) on the impracticality of successful tampering with the product in the New Container.

[44] The Judicial Committee does note that the Player included no mention of this or any other supplement on his signed Doping Control Form on 3 July 2025, although he accepts that he had been using the GS Supplement within the days leading up to his doping test in Seoul. His excuse for that omission was a supposed language barrier between the Player and the Doping Control Officer, whose own language was Korean. That was a hopeless excuse: the Doping Control Form asks in plain English for listing of all supplements used in the previous seven days and English is either the Player's first language or a language in which he is 100% fluent. The Judicial Committee has experience of how frequently players and athletes fail to disclose supplements on the Doping Control Form. While, as here, that failure is not excusable, we do not see it as casting any significant doubt on the Player's account of his use of the GS Supplement. It does nevertheless have other relevance, which we consider in paragraphs [77] to [79].

[45] The Judicial Committee has concluded that on the balance of probability the source of the Prohibited Substance drostanolone in the Player's Sample was the GS Supplement from the New Container. We now explain this conclusion.

[46] The list of supplements provided with the Player's initial response on 22 October 2025 contained ten items, including "*Optimum Nutrition Whey Protein*" which was plainly the GS Supplement. He identified the GS Supplement and one other supplement as the two he would like to have tested. He wrote:

> *"I would like to have Optimum Nutrition Whey Protein Powder tested because, since receiving notification of the AAF, I have learned that there are counterfeit nutritional supplements sold in Hong Kong and I am worried that this is one.* [redacted] *purchased this product in March this year in the Mong Kok area of Hong Kong. When* [redacted] *brought it* [redacted]*, I had no reason to suspect it was anything other than authentic, but I would like to have it tested to attempt to verify that."*

We do not find it realistic that the Player, who had lived and played professional rugby in Hong Kong for more than seven years, had only then learned that there were counterfeit nutritional supplements sold in Hong Kong. Any sportsperson in Hong Kong using supplements would have known that. However, we do not hold that point against the Player, as in his oral evidence he frankly acknowledged the prevalence of counterfeit items in Hong Kong and did not suggest that this sort of supplement was any exception.

[47] With World Rugby's permission, the Player sent those two supplements for analysis by the WADA-accredited laboratory in Cologne. On 16 January 2026 the Cologne Laboratory reported that it had detected drostanolone in the GS Supplement, at a roughly estimated concentration of 2.4ng/g. (No Prohibited Substance was found in the other supplement, which we can disregard.)

[48] World Rugby has put into evidence before us a report of Dr Vinod Nair, who is the Associate Director of the WADA-accredited Sports Medicine Research and Testing

Laboratory in South Jordan, Utah. Dr Nair was not asked to attend the hearing to give oral evidence. One of his conclusions was that it was "*within the realm of possibility that consumption of the [GS Supplement] could have resulted in Mr van der Smit's positive test*." Expressed in those terms, that particular conclusion clearly gives the Player only the slightest support for his case.

[49] Other conclusions in Dr Nair's report are more helpful to the Player. Dr Nair noted that the GS Supplement container sent to Cologne had been opened and that an unsealed container left open the possibility of tampering. However, he identified two points which made it extremely unlikely that any individual could have manipulated the GS Supplement sample to produce the concentrations of drostanolone detected by the Cologne Laboratory: first, the form of drostanolone in the sample was not readily available for commercial purchase; secondly, the tiny amounts of drostanolone in that sample would have been practically impossible to weigh, handle or manipulate.

[50] The Player put in evidence an expert report of a biochemist Dr Douwe de Boer. Since 2004 Dr de Boer has been working at what is now known as the Central Diagnostic Laboratory (CDL), Maastricht University Medical Centre, the Netherlands; and since 2012 he has been Head of the Department of "Protein Chemistry" at the CDL. Like Dr Nair, he has enormous experience of analysis of athletes' samples from doping tests.

[51] Dr de Boer was also not asked to attend the hearing to give oral evidence

[52] Dr de Boer had reviewed the Laboratory Documentation Package for the Seoul Laboratory analysis of the Player's A and B Samples and the report from the Cologne Laboratory on its testing of the GS Supplement. He assumed that before his doping test on 3 July 2025, the Player had used the GS Supplement on 2 or 3 July 2025, broadly in line with the Player's description of his pattern of use. On that footing, he concluded that the level of drostanolone contamination detected in the GS Supplement by the Cologne Laboratory

would have explained the amount of the drostanolone metabolite detected in his Sample by the Seoul Laboratory.

[53] While we accept the Player's evidence of his use of the GS Supplement, the more troubling aspect is the way in which the New Container of that supplement came into the Player's and [redacted] and what he did and did not do before he started to use the GS Supplement from that container.

F. Judicial Committee's assessment of the Player's [redacted] evidence

[54] The written and oral evidence of the Player and [redacted] leads the Judicial Committee to conclude that:

- [redacted], who [redacted], also occasionally used the same GS Supplement from the same containers as the Player, though much less often than the Player.
- [redacted] knew in March 2025 that the container of GS Supplement which they had [redacted] was running low.
- [redacted] passed a pharmacy on [redacted] and noticed GS Supplement for sale at a good price, so [redacted] went in and bought it.
- That pharmacy was one of very many (around 170 or more) similar establishments in the same area of Hong Kong and was not one [redacted] or the Player had ever bought from or even gone into before.
- [redacted] either immediately or quite soon afterwards replaced the old container of GS Supplement with the unopened New Container unopened, but did not mention [redacted] that [redacted] had done so

SPORT RESOLUTIONS SR THE INDEPENDENT EXPERTS
ENABLING FAIR PLAY

- [redacted] put it in the same place where [redacted] had kept the previous container of GS Supplement, [redacted].

- Quite soon afterwards, [redacted] opened the New Container and the Player started to use the GS Supplement from the New Container. As it was full or nearly full, it was obvious to him that it was a newly-bought container. (It is possible that it was the Player who first opened the New Container but that would make no difference to our conclusions.)

- Knowing that he had not bought it, he realised that [redacted] must have done but he did not ask [redacted] anything about when, how and where [redacted] had bought it (and did not ask [redacted] until after the notification of his AAF).

- He just assumed that [redacted] had bought that container online.

[55] Accepting, as we do, the basic truthfulness of the Player's and [redacted] account, that evidence did raise concerns for the Judicial Committee which were taken up by questions put to the Player by JC member Mr Hayes KC.

[56] The Player answered Mr Hayes's questions in a straightforward way and the effect of his answers was:

- He knew from his anti-doping education (including a June 2024 pamphlet which he had read though not studied thoroughly) of the risks from use of supplements; and that he was personally responsible for any Prohibited Substance in his body.

- He accepted the importance of reducing that risk by obtaining his supplements from a legitimate source, i.e. direct from the manufacturer or from an authorised dealer.

- The Hong Kong precinct where [redacted] bought the GS Supplement from the pharmacy was notorious for availability of counterfeit goods.

- If he had asked [redacted] and [redacted] had told him [redacted] had bought it in the Hong Kong market, that would have been a "*huge red flag*" for him.

- It was reckless of him not to have asked [redacted] about [redacted] purchase of the GS Supplement and to have consumed it without asking and knowing where it had come from.

- There had been a risk that it could have been contaminated or incorrectly labelled; and it was a risk which he had manifestly disregarded (his own word was that he *"had been dumb in failing to check with* [redacted] *").*

[57] The Judicial Committee concludes that, as accepted by the Player himself, his failure to ask [redacted] how and from whom [redacted] had got the New Container of the GS Supplement was reckless and that he therefore manifestly disregarded the clear risk that it was from an unreliable source, with the obvious increased risk of contamination by a Prohibited Substance.

[58] The Player and [redacted] both gave their evidence in a straightforward way, without evasiveness, and frankly accepted that they had each made mistakes in the way the New Container of the GS Supplement had been bought and used [redacted]. In the light of all the evidence, particularly the report from Dr Nair, it is implausible to suppose that they have concocted their account of [redacted] purchase and the Player's Use of the New Container of GS Supplement and his sending the Cologne Laboratory exactly the product he had been using.

G. The New Container was not counterfeit

[59] A critical point is, that despite the Player's concerns in October 2025 that the New Container might have been counterfeit, it had been reliably established before the hearing that it was a genuine Optimum Nutrition product after all. World Rugby made its own

independent enquiries, including contact with Optimum Nutrition, who confirmed that the New Container was their product. The results of those enquiries have convinced the Judicial Committee that we can safely take it that the New Container of GS Supplement was a genuine Optimum Nutrition product.

H. The Player's checks of the New Container

[60] The Player's 22 October 2025 response included, in a table listing his ten supplements, a column headed "*Why I considered this product to pose no anti-doping risk*". For the GS Supplement it stated:

> *"I reviewed the list of ingredients for any Prohibited Substances.*
>
> *Optimum Nutrition is a large global supplement brand which is well regarded for making good quality products which are used by many elite level athletes. They promote their products using athlete ambassadors who I believe are also subject to antidoping rules:*
>
> https://www.optimumnutrition.com/enus/ambassadors
>
> *Optimum Nutrition's website contains information on the safety of its products, including:*
>
> - 'Quality isn't just a standard; it's our unwavering commitment to our consumers and we're obsessed with it. We scrutinize each ingredient that goes into every product we make'.
>
> - 'Optimum Nutrition's global production facilities hold certifications from the most highly regarded organizations in the quality and food safety industry endorsement domain, including LGC Informed Choice, NSF, ISO, and BRCGS'.

- 'We perform over 100,000 rigorous quality and food safety checks annually at our state-of-the-art owned production facilities. This ensures that our strict standards are met during the manufacturing process, because best-in-class quality is all that we are willing to offer'.

I have also used this product previously without issue."

[61] While it was reckless of the Player not to have asked [redacted] where [redacted] had bought the New Container, the Judicial Committee accepts that on his assumption (rash but, as it has turned out, correct) that it was a genuine Optimum Nutrition product, he did take reasonable steps to check the contents for any risk of their containing any Prohibited Substance. He did not claim any elaborate steps. He told us he had followed what he said was his usual practice of reviewing the ingredients identified on the container and carrying out internet searches into the manufacturer and the specific product. As he had been using that same supplement from that same manufacturer on and off since 2013, it was clear that he had developed confidence in the GS Supplement which was reinforced by his being able to see that it was used and endorsed by well-known leading sportsmen. We accept that on the footing that he was looking into a genuine Optimum Nutrition product, as he believed he was (and, as it turned out, he was) he did take reasonable steps against the risk of contamination by a Prohibited Substance.

I. The Judicial Committee's key conclusions

[62] We summarise the Judicial Committee's key conclusions so far:

a. The GS Supplement tested by the Cologne Laboratory was a supplement frequently used and ingested by the Player in the days, weeks and months immediately preceding his doping test in Seoul on 3 July 2025.

b. The New Container of the GS Supplement sent to the Cologne Laboratory by the Player for that testing had been manufactured and supplied by Optimum Nutrition, and was not counterfeit.

c. The GS Supplement was a Contaminated Product as defined in Regulation 21 and was the source of the Prohibited Substance drostanolone found in the Player's Sample taken in Seoul on 3 July 2025.

d. On the footing that (as was the case) the container of GS Supplement used by him since around March 2025 was a genuine Optimum Nutrition product, the Player had taken reasonable steps to guard against the risk of contamination of the contents of that container.

e. From his first use of the GS Supplement from the New Container in or around March 2025 right up to his doping test on 3 July 2025, the Player had nevertheless been reckless as to the risk that the container of GS Supplement was not a genuine product of Optimum Nutrition, with the significant risk of contamination inherent in a counterfeit product.

[63] We next consider where those conclusions take us in deciding the sanction for the Player's admitted ADRVs.

J. Regulation 21.10.2.3 (Intention): The effect of the Player's reckless conduct

[64] In paragraph [20], we have noted Regulation 21.10.2.3, which defines intentional conduct as:

> *"conduct which [the Player] knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk."*

[65] The Judicial Committee does not consider that Mr van der Smit ever engaged in conduct which he *knew* constituted an anti-doping rule violation. It is the second limb (significant risk) which merits examination.

[66] The Player knew, from the anti-doping education he had received, even without the reinforcement of obvious common sense, that a counterfeit container presented a particularly significant risk of contamination with a Prohibited Substance (a much higher risk than with genuine products from established manufacturers and suppliers). If it was contaminated, that would obviously result in an ADRV if he used that supplement. In failing to ask [redacted] anything at all about when, how and where [redacted] had bought the New Container of the GS Supplement, the Player did manifestly disregard the risk that the New Container of the GS Supplement was counterfeit, with a consequent definite risk that this might result in an ADRV.

[67] However, the effect of this finding needs to be carefully analysed.

[68] There is no doubt that if the New Container had been counterfeit, then under the second limb of the 21.10.2.3 definition, the Player's ADRVs would have been held to be intentional. But as it turned out, despite the Player's initial well-founded concerns in October 2025, it was not counterfeit.

[69] The risk which the Player manifestly disregarded was a risk of something which actually did not happen. His conduct in manifestly disregarding that risk therefore had no practical effect at all, as it was not a cause of the ADRVs. That conduct therefore did not make the Player's ADRVs intentional. It was irrelevant on the question of intention.

[70] There is always some risk of an ADRV from use of supplements, as the Player well knew from his anti-doping education. However, in the case of a genuine GS Supplement from Optimum Nutrition (as this was), that risk was not high enough to be significant for the purposes of Regulation 21.10.2.3. Accordingly, on the question of intention, the Player is not caught by that provision.

[71] By Regulation 21.10.2.2 the maximum period of Ineligibility for the Player's ADRVs is therefore two years, not four.

K. No Significant Fault or Negligence

[72] The Judicial Committee's conclusion on intention still leaves us to decide the question of No Significant Fault or Negligence, which is defined in the Appendix to Regulation 21 as requiring the Player to establish (on the balance of probability) that:

> *"any Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti-doping rule violation."*

[73] As there is that specific reference to the criteria for No Fault or Negligence, we note that definition with those criteria:

> *"No Fault or Negligence: The Player or other Person's establishing that he did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule."*

[74] Reading those two provisions of Regulation 21 together, in deciding if there was No Significant Fault or Negligence, we see as the key element the requirement that the Player should establish that his fault or negligence was "*not significant in relationship to the anti-doping rule violation*".

[75] This is an unusual case on one important aspect: The Player was undoubtedly reckless, and there is an obvious sense in which reckless conduct is at the top end of the scale of Fault or Negligence. However, as the facts turned out, his recklessness was of no significance at all in relation(ship) to his ADRVs, because it did not cause the ADRVs or

facilitate them in any way. The Player's recklessness simply made no difference at all on the commission of the ADRVs. Accordingly, to apply that wording of Regulation 21, it plainly was "*not significant in relationship to the anti-doping rule violation*".

[76] The Player, having also established the source of the Prohibited Substance, is therefore to be sanctioned in a range from a reprimand alone to a two-year period of Ineligibility.

[77] The irrelevance of the Player's recklessness to intention and its insignificance in relationship to the ADRVs (i.e. to their commission) does not make it irrelevant when it comes to the exercise of our discretion where in that range to put the sanction. That can be clearly seen from the decision of a highly experienced panel in CAS 2016/A/4643 *Maria Sharapova v International Tennis Federation (ITF),* where in paragraphs 97b and 98 the CAS Panel (as in the earlier case CAS OG 06/001) took into account for the period of ineligibility that Ms Sharapova had not disclosed her use of the Prohibited Substance on her Doping Control Form.

[78] Clearly, a failure to make a disclosure on the Doping Control Form can have no causal effect whatever on the commission of an ADRV. That approach by the CAS panel in the *Sharapova* case shows that in considering the sanction in a case of No Significant Fault or Negligence a tribunal can and should have regard to any fault of the player or athlete which is reasonably connected to the ADRV, whether or not it has any causative effect. While acts or omissions extraneous to the particular ADRV must be disregarded, it would be artificial to place Mr van der Smit's recklessness in that category.

[79] As in the *Sharapova* case, it is fair also to take into account the Player's inexcusable failure to disclose the GS Supplement or any other supplements on his Doping Control Form.

[80] We follow the guidance in the 2014 decision CAS 2013/A/3327 *Cilic v International Tennis Federation* on the approach to degrees of fault in cases of No Significant Fault or Negligence and the appropriate period of ineligibility. We regard the Player's reckless

SPORT RESOLUTIONS SR THE INDEPENDENT EXPERTS
ENABLING FAIR PLAY

failure to check the source of the New Container as on its own putting this case in the highest of the three categories identified in *Cilic*: significant degree of Fault, with a sanction range of 16 to 24 months. We also give weight to the Player's inexcusable failure to say anything at all about supplements on his Doping Control Form.

[81] This Judicial Committee is unanimous on all our reasoning and decisions. We conclude that the fair period of ineligibility for Mr van der Smit's admitted anti-doping rule violations is 24 months.

L. Conclusions and sanction

[82] The Player has committed the ADRVs as charged (and admitted by him) through Presence and Use of the Prohibited Substance drostanolone detected in his urine sample taken on 3 July 2025.

[83] He has established that those ADRVs were not intentional, which reduces the maximum period of ineligibility to two years.

[84] He has further established both No Significant Fault or Negligence and that the detected Prohibited Substance drostanolone came from a Contaminated Product, so under World Rugby Regulation 21.10.6.1.2 this Judicial Committee may reduce the period of Ineligibility below two years, depending on the Player's degree of fault.

[85] Taking account of all the circumstances, this Judicial Committee orders a period of ineligibility of two years.

[86] There is no suggestion that the Player has failed to respect his Provisional Suspension which took effect on 31 July 2025. By Regulation 21.10.13.2.1, credit is given for the period of Provisional Suspension already served.

[87] The result is that the Player's period of Ineligibility will be two years from 31 July 2025, expiring on 30 July 2027.

[88] Under Regulation 21.10.10, the Player's individual competitive results (if any) in the period from 3 July 2025 until the start of the Provisional Suspension on 31 July 2025 are disqualified.

[89] The Player's attention is drawn to Regulation 21.10.14 which includes:

> *"21.10.14.1 Prohibition Against Participation During Ineligibility or Provisional Suspension*
>
> *No Player or other Person who has been declared Ineligible or is subject to a Provisional Suspension may, during the period of Ineligibility or Provisional Suspension, participate in any capacity in a Competition or activity (other than authorised anti-doping Education or rehabilitation programmes) authorised or organised by any Signatory, Signatory's member organisation, or a club or other member organisation of a Signatory's member organisation or in Competitions authorised or organised by any professional league or any international- or national-level Event organisation or any elite or national-level sporting activity funded by a governmental agency.*
>
> […]
>
> *A Player or other Person subject to a period of Ineligibility shall remain subject to Testing and any requirement by World Rugby to provide whereabouts information.*
>
> *21.10.14.2 Return to Training*
>
> *As an exception to Regulation 21.10.14.1, a Player may return to train with a team or to use the facilities of a club or other member organisation of World Rugby's or other Signatory's member*

organisation during the shorter of: (1) the last two months of the Player's period of Ineligibility, or (2) the last one-quarter of the period of Ineligibility imposed." [Footnote Omitted]

M. Right of appeal

[90] This decision is final, subject to the right of appeal to the Court of Arbitration for Sport under Regulation 21.13. The Regulation sets out the timelines for any referral or appeal.

N. Costs

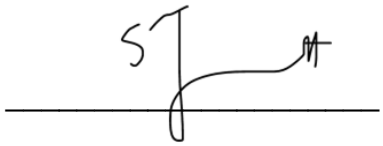
[91] Should World Rugby wish us to exercise our discretion in relation to costs under Regulation 21.8.1.2.12 or 21.8.1.2.13, its written submissions are to be provided to the JC through Sport Resolutions within 14 business days of the receipt by World Rugby of this decision. The Player will then have 14 business days to respond in writing.



Nicholas Stewart KC



Paul Hayes KC



Dr Steven Targett

On behalf of the Judicial Panel
London
22 September 2026