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**CAS AND THE BREAKDOWN OF OLYMPIC DISPUTE  
RESOLUTION: HOW THE CHILES CASE REVEALS THE  
STRUCTURAL GAP BETWEEN ARBITRATION AND JUDICIAL  
REVIEW**

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## INTRODUCTION

The Olympic movement often cites the Court of Arbitration for Sport (CAS) as evidence that international sport possesses a sophisticated and independent system of legal oversight. Athletes are told that when disputes arise during the Olympic Games, their claims will be heard by competent, neutral arbitrators under established, reliable procedure. Those decisions are also expected to be subject to judicial review before the Swiss Federal Supreme Court (SFT). Although CAS awards are formally subject to review before the SFT, that process is rarely accessible to athletes, and the structure of international arbitration places strict limits on the scope of judicial review. As a result, the system's safeguards are more limited than they appear, leaving athletes with far less meaningful recourse than they are led to expect.

The arbitration arising from the women's floor exercise final at the 2024 Paris Olympic Games provides a concrete case to examine these issues. Instead of confirming the system's safeguards operate as intended, it reveals the limits of those safeguards and the questions that follow.

*Judicial Alchemy: How Cascading Procedural Failures Upended the Jordan Chiles Arbitration and Rewrote Olympic History* examined the CAS proceedings that resulted in Jordan Chiles being stripped of her Olympic bronze medal and argued the arbitration was shaped by a series of procedural failures that distorted the adjudicative process.<sup>1</sup> That analysis concluded the only meaningful opportunity to correct those failures lay with the SFT, the sole court with jurisdiction to review CAS awards.<sup>2</sup> If the SFT

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<sup>1</sup> Peter Carlisle, *Judicial Alchemy: How Cascading Procedural Failures Upended the Jordan Chiles Arbitration and Rewrote Olympic History*, 14 ARIZ. ST. SPORTS & ENT. L.J. 141 (2025) [hereinafter *Judicial Alchemy*].

<sup>2</sup> *Id.*

were willing to set aside the decision, the Olympic dispute resolution system might still demonstrate an ability to correct serious procedural breakdowns; if it were not, the implications would extend well beyond a single medal dispute. In a series of decisions addressing challenges and revision requests arising from the arbitration, the SFT declined to annul the CAS award and accepted the arbitration as legally valid under Article 190 of the Swiss Private International Law Act (PILA). Although the Court permitted limited revision based on newly discovered evidence and remanded the case to the CAS tribunal for reconsideration of a narrow factual issue, it did so without revisiting the procedural failures that shaped the arbitration.

The Chiles case exposes a structural gap in Olympic dispute resolution. Olympic arbitrations conducted before the CAS Ad Hoc Division (AHD) during the Games operate under extraordinary conditions, including compressed timelines and limited evidentiary development. Those proceedings are governed by procedural rules designed to preserve fairness under time pressure, but panels retain broad discretion which may depart from those rules. These conditions affect not only the speed of decision-making but also the reliability of the process. By contrast, the SFT's review is designed for conventional commercial arbitrations conducted under more stable conditions. Because the SFT must accept the factual record established by the arbitral tribunal and may intervene only on narrow procedural grounds, it reviews Olympic CAS awards within a structure that assumes procedural safeguards which often do not exist in Olympic proceedings.

The result is a system in which arbitrations marked by significant procedural distortions are paired with a judicial review mechanism incapable of correcting them. The Chiles litigation illustrates how the Olympic dispute resolution system can preserve the appearance of judicial review while leaving intact the procedural structure that produced the disputed outcome, making similar outcomes under the current structure not just possible, but difficult to correct when they occur.

In Olympic dispute resolution, the conditions under which proceedings occur shape the arbitral record, on which judicial review depends; that record defines the scope of review, and the limits of such review restrict the ability to correct error.

The discussion is organized in four parts. Part I revisits the CAS arbitration examined in *Judicial Alchemy*, focusing on the procedural context of Olympic arbitration and the panel's reasoning in departing from the field-of-play doctrine. Part II addresses the limits of judicial review under Article 190 PILA and the restricted

role of the SFT. Part III examines the structural imbalance revealed by the Chiles case. Part IV considers the broader implications of that imbalance for the legitimacy and future governance of Olympic dispute resolution.

## I. THE CAS ARBITRATION AND THE CONDITIONS OF OLYMPIC ADJUDICATION

### A. THE OLYMPIC AD HOC ARBITRATION STRUCTURE

Disputes arising during the Olympic Games are resolved through CAS's AHD under rules designed to produce binding decisions within extremely limited timeframes (Ad Hoc Rules). Under the Ad Hoc Rules, panels may be constituted within hours, hearings may occur the same day a dispute is filed, and arbitrators are required to "give a decision within 24 hours of the lodging of the application,"<sup>3</sup> unless an extension is granted in exceptional cases. Because the AHD operates only during the Games, awards must be issued before the end of the Games. For more complex disputes, the Ad Hoc Rules permit referral to the CAS Appeals Division for adjudication under the Code of Sports-related Arbitration (CAS Code), which provides more time and structure and is not limited to the duration of the Games.<sup>4</sup> This structure reflects the practical demands of the Olympic competition schedule, and the system prioritizes speed and finality over the procedural safeguards associated with conventional arbitration or court proceedings. These features do not necessarily undermine the legitimacy of Olympic arbitration, but they create procedural conditions fundamentally different from those of most arbitral systems. During the Olympic Games, parties have limited time to investigate factual claims, obtain evidence, or analyze complex legal questions, and arbitrators operate under similar pressures, often issuing decisions within hours of the hearing.

Despite these conditions, it is important to recognize the purpose of the AHD, as reflected in the SFT's description of the system: "*The CAS specifies that it is in the interest of athletes, their entourage, national Olympic committees and the public that disputes related to the Olympic Games, especially those relating to the award of a medal, be decided quickly.*"<sup>5</sup> Although they depart from the CAS Code, the Ad Hoc Rules are intended to preserve a

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<sup>3</sup> CT. ARB. FOR SPORT, ARBITRATION RULES FOR THE OLYMPIC GAMES, art. 18.

<sup>4</sup> *Id.* at art. 10.

<sup>5</sup> Tribunal Fédéral [TF] [Federal Supreme Court] Jan. 23, 2026, 4A,\_494/2024 Arrêts du tribunal fédéral suisse [ATF] 6.2.7 (Switz.).

baseline level of procedural fairness within a process necessarily defined by extremely limited timelines.

The arbitration arising from the women's floor exercise final at the Paris Olympic Games illustrates the pressures inherent in this system, and the importance of adherence to the Ad Hoc Rules.<sup>6</sup>

## B. PROCEDURAL FAILURES IN THE CHILES ARBITRATION

While the AHD operates under significant procedural limits, the record reflects a series of departures from governing rules and basic adjudicative principles that were not compelled by time pressure. These failures affected notice, participation, evidentiary development, and the panel's legal reasoning, and they shaped the course of the arbitration in ways that call into question the reliability of the outcome.

First, the arbitration was marked by deficiencies in notice and party participation that were avoidable within the Ad Hoc process. The panel proceeded despite failures to ensure affected parties received timely and effective notice, limiting their ability to participate effectively in the proceedings. These deficiencies were not the product of unavoidable time pressures, but of a failure to adhere to the procedural rules designed to govern the arbitration and preserve fairness under those conditions. The resulting record therefore reflects the absence of full adversarial engagement.<sup>7</sup>

Second, the arbitration proceeded without resolving threshold questions concerning the legal framework on which the application was based. During the Games, parties have limited time to investigate factual claims or obtain relevant evidence, and in this case, key information was not available to the parties or the panel at the time of the hearing. However, more fundamentally, the panel accepted and adjudicated the application without first establishing that the asserted procedural requirement existed within, or was enforceable under, the governing rules. The structure of Olympic arbitration places control of much of the relevant information in the hands of third parties, including event organizers and broadcast partners, leaving athletes dependent on access to information they do not control. In this context, the absence of mechanisms to verify

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<sup>6</sup> CAS OG 25-15 Fed'n Rom. Gymnastics and Barbosu v. Sacchi and Fed'n Internationale de Gymnastique; CAS OG 24-16 Fed'n Rom. Gymnastics and Maneca-Voinea v. Sacchi and Fed'n Internationale de Gymnastique, Arbitral Award (2024) [hereinafter *Written Decision*].

<sup>7</sup> See *Judicial Alchemy*, *supra* note 1, at 146–64, for a more detailed analysis of the procedural flaws of the CAS arbitration.

compliance became a basis for adjudication, rather than a reason to question whether the claim itself was legally grounded.

Third, the panel's reasoning reflected a departure from established limits on adjudicative authority, most notably in its treatment of the field-of-play doctrine. Despite the absence of any finding of bad faith or arbitrariness, the panel adopted an interpretation of the applicable rules that allowed it to revisit and alter the outcome of a competition result. That approach rested not on the application of any existing enforcement mechanism, but on the conclusion that no mechanism existed to verify compliance with the asserted requirement. In doing so, the panel effectively expanded its authority beyond traditional limits, substituting its judgment for that which was rendered on the field of play without a clear legal foundation.

Finally, these issues were compounded by the interaction between compressed procedure, inconsistent adherence to governing rules, and broad arbitral discretion. The Ad Hoc Rules require decisions be rendered within 24 hours of the lodging of the application, absent a formally granted extension.<sup>8</sup> In this case, the proceedings extended over multiple days in a manner inconsistent with those requirements, including the acceptance and amendment of the application and the effective extension of the decision timeline without compliance with the Rules. At the same time, the panel did not avail itself of the option to refer the dispute to the CAS Appeals Division, which would have permitted a more structured process and provided a meaningful opportunity for party participation. This combination of departures from the governing rules and the exercise of broad discretion allowed the arbitration to proceed outside the structure intended to govern it, while still producing a final award insulated from meaningful review.

Taken together, these deficiencies do not reflect the unavoidable imperfections of a fast-moving process. They reflect a breakdown in the application of governing rules and adjudicative discipline, and a lack of recourse for those failures. To narrow procedural grounds, and because the SFT's review is confined to the record produced by the arbitration, these failures were effectively insulated from meaningful judicial correction. The result is not simply a flawed proceeding, but a framework in which such flaws can persist without remedy.

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<sup>8</sup> CT. ARB. FOR SPORT, *supra* note 3.

## C. THE PANEL'S CIRCUMVENTION OF THE FIELD-OF-PLAY DOCTRINE

The field-of-play doctrine has long served as a central limit on arbitral intervention in sporting disputes. Under that principle, decisions made in the course of competition are afforded substantial deference and may be disturbed only in limited circumstances, such as bad faith, arbitrariness, or a clear failure to apply the governing rules.<sup>9</sup> The doctrine reflects a recognition that the integrity of sport depends in part on the authority of officials and federations to regulate competition without retrospective second-guessing by bodies outside the sport.

The panel did not apply the field-of-play doctrine in any conventional sense. The parties who initiated the CAS proceedings never alleged, and the panel never identified, bad faith or arbitrariness. Instead, the panel focused on the absence of mechanisms within the applicable rules to enforce a timing requirement derived from their interpretation of those rules.<sup>10</sup> That interpretation was accepted without full examination of the underlying regulatory framework or the operational context of the Olympic Games. Moreover, because Fédération Internationale de Gymnastique (FIG) and other Parties were excluded from meaningful participation at critical stages, that interpretation was not tested through full adversarial engagement. The panel thus proceeded on the premise that no mechanism existed to verify compliance with the asserted requirement and treated that absence not as a reason for restraint, but as a basis for intervention. To the extent that the governing rules did not include mechanisms to enforce the asserted requirement, that absence may reflect a deliberate allocation of discretion to competition officials, rather than a gap requiring arbitral intervention.

In effect, the panel concluded that because FIG rules did not contain a structure sufficient to ensure enforcement under its interpretation, it was appropriate for the panel to supply that structure by revisiting and altering the competition result.<sup>11</sup> This reasoning departs from the traditional limits of the field-of-play doctrine. It permits intervention not because a rule was clearly violated under established standards, but because the governing structure did not contain mechanisms sufficient to satisfy the panel's

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<sup>9</sup> *The Doctrine of the Field of Play: Understanding Referees' Immunity in Sports*, ELITE LAW, <https://www.elitelaw.ch/> [<https://perma.cc/FYY4-7PVC>].

<sup>10</sup> *Written Decision*, *supra* note 6, ¶ 137.

<sup>11</sup> *Id.* ¶138.

interpretation—an interpretation formed in the absence of meaningful adversarial consideration.

This approach creates an imbalance. Where a federation's rules lack mechanisms sufficient to satisfy the panel, CAS may intervene. No comparable principle permits intervention when CAS departs from its own procedural rules. The issues identified in the Chile arbitration arose in part from failures to follow governing procedures, including those relating to notice, timing, and the conduct of the proceedings. Those failures did not invite external correction; instead, they were absorbed into the arbitral record and treated as part of a legally valid process.

This imbalance is reinforced at the level of judicial review. While CAS may look beyond the formal structure of federation rules to justify intervention, the SFT confines its review to the arbitral award and applies a narrow standard that does not account for comparable deficiencies in CAS proceedings. The result is a system in which gaps in federation governance may justify arbitral intrusion, while gaps in arbitral procedure remain insulated from meaningful correction.

The implications extend beyond the facts of a single dispute. International federations are charged with regulating competition within their sports and are afforded a degree of autonomy in doing so. A system that permits arbitral bodies to override competition outcomes based on untested interpretations of rules and perceived deficiencies in enforcement structures, while insulating those same bodies from comparable scrutiny, alters that balance. It places ultimate authority not in the rules adopted by federations, but in the discretionary judgments of arbitral panels operating under compressed procedural conditions.

Under this approach, the absence of enforcement mechanisms justifies intervention when the rules belong to a federation, but not when the rules govern the arbitration itself. That imbalance raises questions about the consistency of the doctrine applied and the stability of the system it is meant to support.

#### D. THE WRITTEN AWARD AS THE RECORD OF REVIEW

A final aspect of the arbitration is critical to understanding the limits of judicial review: Under Swiss arbitration law, the SFT does not independently reassess the facts or reconstruct the proceedings. Instead, it evaluates challenges to arbitral awards primarily through the written decision issued by the tribunal. The factual record set forth in the award therefore becomes the controlling foundation for judicial review and, once issued, defines the version of events against which the SFT assesses the arbitration.

This structure creates a significant imbalance. The arbitral tribunal both conducts the proceedings and produces the written account of those proceedings that is subject to review. Procedural irregularities that are minimized, reframed, or omitted in the written decision are therefore difficult to challenge on appeal, not because they did not occur, but because they are not reflected in the record the SFT may consider. Judicial review is therefore based on the tribunal's written account of what occurred, without an independent way to revisit the proceedings.

In the Chiles arbitration, the written decision became the authoritative record on which the SFT relied, despite limitations in how the proceedings were reflected in that account. As the following sections demonstrate, the SFT's review of the dispute was shaped not only by the scope of review, but by the record as constructed in the CAS award itself.

## II. JUDICIAL REVIEW OF CAS AWARDS UNDER SWISS ARBITRATION LAW

### A. CAS, SWISS ARBITRATION LAW, AND THE FINALITY OF OLYMPIC AWARDS

Although CAS operates as the primary dispute resolution body for international sport, and the exclusive forum for disputes arising during the Olympic Games, its legal authority ultimately derives from Swiss arbitration law. CAS is headquartered in Lausanne, Switzerland, and like other arbitral bodies based in Switzerland, its awards are governed by the framework for international arbitration set forth in the Swiss Private International Law Act (PILA).<sup>12</sup> Challenges to CAS awards therefore fall within the jurisdiction of the SFT, which serves as the sole judicial authority capable of reviewing those decisions under Swiss law.

This arrangement is often presented as an important safeguard within the Olympic dispute resolution system. The availability of review before the SFT creates the impression that CAS awards remain subject to judicial review which ensures compliance with fundamental procedural guarantees. However, the significance of that safeguard must be understood in light of both the contractual structure of Olympic dispute resolution and the limits of review permitted under PILA.

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<sup>12</sup> Louise Reilly, *Introduction to the Court of Arbitration for Sport (CAS) & the Role of National Courts in International Sports Disputes*, *An Symposium*, 2012 J. DISP. RESOL. 63, 68 (2012).

As a condition of participation in the Olympic Games, athletes are required to agree that disputes arising in connection with the Games must be submitted exclusively to CAS and resolved in accordance with its procedures.<sup>13</sup> The applicable Olympic entry forms and dispute resolution provisions further emphasize that CAS awards are final and binding. As discussed in *Judicial Alchemy*, this structure channels all disputes into a single arbitral forum operating under conditions designed to ensure speed and finality and presents that forum as the definitive mechanism for resolving Olympic disputes.

Although Swiss law preserves a limited right to challenge arbitral awards before the SFT, that right exists outside the structure presented to athletes and is not meaningfully incorporated into the Olympic dispute resolution system. The result is a system in which disputes are subject to mandatory arbitration and immediate finality, while any recourse beyond that process is both procedurally narrow and practically difficult to pursue. The availability of judicial review therefore functions more as an external legal constraint than as a safeguard embedded within the Olympic dispute resolution system.

#### B. ARTICLE 190 PILA AND THE LIMITS OF JUDICIAL REVIEW

The limited role of the SFT is defined by Article 190(2) PILA, which provides the exclusive grounds for annulling an international arbitral award. CAS arbitrations fall within this framework because they involve non-Swiss parties and are therefore governed by the provisions applicable to international arbitration. The grounds for annulment are narrowly defined and include: (1) defects in the constitution of the tribunal, (2) lack of jurisdiction, (3) decisions beyond the scope of the claims submitted, (4) violations of the right to be heard or equal treatment, and (5) incompatibility with public policy.<sup>14</sup>

These grounds reflect a deliberate choice within Swiss arbitration law to prioritize finality and arbitral autonomy over judicial intervention. The SFT does not reassess the facts, reconsider the evidence, or revisit the merits of the dispute. Instead, it confines its review to the arbitral award, which defines both the factual record and the scope of review, and to a limited set of procedural guarantees. Built into this framework is an expectation that the

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<sup>13</sup> Steven P. Finizio & Miranda Elvidge, *Take Your Marks, Get Set ... Arbitrate? Resolving Disputes at the Paris Olympic Games*, WILMERHALE (July 26, 2024), <https://www.wilmerhale.com/> [<https://perma.cc/233G-HVNS>].

<sup>14</sup> Federal Act on Private International Law of 17 December 1987, SR 291, art. 190(2) (Switz.).

arbitral process adheres to its own procedural rules and reflects an adversarial process capable of producing reliable outcomes. As a result, even significant failures in the conduct of the arbitration may fall outside the scope of meaningful correction, particularly where those failures are not fully reflected in the award itself.

The procedural failures identified in the Chiles arbitration illustrate the consequences of this structure, particularly where the AHD departs from its own procedural requirements. Issues relating to notice and party participation implicate the right to be heard, but that protection is narrowly construed. The SFT does not examine whether a party had a full and fair opportunity to develop its case in a broader sense, but only whether it was formally afforded an opportunity to present its position within the proceedings as reflected in the written decision. Where the record indicates that a party was able to submit arguments, the threshold for a violation is rarely met.

Similarly, limitations in the evidentiary record do not provide grounds for annulment. The SFT does not review the sufficiency or completeness of the evidence before the arbitral tribunal, nor does it consider whether relevant evidence was unavailable during the proceedings. As long as the tribunal did not refuse to consider evidence that was properly submitted, gaps in the factual record remain beyond the scope of review. The SFT's approach to the arbitral record is reflected in its own articulation of that limitation: "The Federal Court rules on the basis of the facts found in the contested judgment. It cannot rectify or supplement the findings of the arbitrators *ex officio*, even if the facts were established in a manifestly inaccurate manner or in violation of the law."<sup>15</sup> This confirms that the SFT's review is confined not only by the grounds set forth in Article 190, but also by its reliance on the tribunal's account of the proceedings.

The findings of the arbitral tribunal regarding the course of the proceedings are also binding on the Federal Court, whether they relate to the conclusions of the parties, the alleged facts or the legal explanations given by the latter, the statements made during the trial, the requisitions of evidence, or even the content of a testimony or an expert opinion or the information collected during

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<sup>15</sup> Tribunal Fédéral [TF] [Federal Supreme Court] Jan. 23, 2026, 4A\_494/2024 Arrêts du tribunal fédéral suisse [ATF] 5.2 (Switz.).

an eye inspection.<sup>16</sup>

The panel's interpretation of the governing rules, including its treatment of the field-of-play doctrine, likewise falls outside the reach of Article 190. Even where the panel adopts an expansive or novel interpretation of its authority, such reasoning does not ordinarily constitute a basis for annulment. The SFT does not correct errors of law unless they rise to the level of a fundamental incompatibility with basic legal principles.<sup>17</sup> As a result, the Court's review remains tied to that account rather than to an independent reconstruction of the proceedings.

Finally, inconsistencies in the application of procedural rules, including deviations from the timing requirements of the Ad Hoc Rules or the acceptance and amendment of claims, do not readily support grounds for annulment. Unless such deviations amount to a clear denial of equal treatment or the right to be heard, they remain within the discretion afforded to the arbitral tribunal and are not subject to meaningful review.<sup>18</sup> The only record of these deficiencies is the written decision itself, which may not fully capture the course of the proceedings. As evidenced in Chiles, such deficiencies are unlikely to be reflected in that decision.

Taken together, these limitations define the boundary of the SFT's authority. It does not evaluate whether the arbitration was conducted in a manner that produced a reliable or well-supported outcome. It evaluates only whether the minimum procedural guarantees recognized under Article 190 have been formally respected. Where the arbitral award presents a record that satisfies those minimal criteria, the decision will be upheld even if the underlying process was marked by significant procedural failures. By relying on the written decision as the authoritative record, the structure of review limits the ability to challenge deficiencies that are not fully reflected in that record.<sup>19</sup>

### C. JUDICIAL REVIEW UNDER ARTICLE 190: THE CHILES CASE

The SFT's treatment of the Chiles arbitration illustrates how the limitations imposed by Article 190 PILA operate in the Olympic context. In addressing the challenges to the CAS award, the SFT adhered closely to the limits of its review, accepting the factual record as established by the arbitral panel and evaluating the claims

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<sup>16</sup> *Id.*

<sup>17</sup> Federal Act on Private International Law of 17 December 1987, SR 291, art. 190(2) (Switz.).

<sup>18</sup> *Id.*

<sup>19</sup> See *Judicial Alchemy*, *supra* note 1, at 180–94, for a more thorough analysis of the inaccuracies of the written award in the CAS arbitration.

within the narrow procedural grounds recognized under Swiss arbitration law.

At the outset, the SFT declined to revisit the factual record underlying the arbitration. Consistent with its established approach, it treated the findings set forth in the CAS award as binding and did not examine whether the evidentiary record on which those findings were based was complete or reliable. As a result, the procedural conditions under which the record was developed, including limitations on access to potentially relevant evidence and the absence of material not obtained during the proceedings, fell outside the scope of the Court's analysis.

The SFT's treatment of the right to be heard followed a similar pattern. Allegations concerning notice and party participation were evaluated in terms of whether the procedural minimum recognized under Article 190 had been formally satisfied, rather than whether the affected parties had a meaningful opportunity to develop and present their case under the conditions of the arbitration. Where the record reflected that submissions had been made and arguments presented, the SFT found no violation, notwithstanding the conditions under which those submissions occurred.

The SFT likewise declined to engage with the panel's interpretation of the governing rules, including its treatment of the field-of-play doctrine. Questions concerning the correctness or scope of that reasoning were treated as matters beyond the reach of judicial review. Even where the panel's interpretation reflected an expansive view of its authority, such reasoning did not fall within the limited grounds for annulment recognized under Article 190.

Procedural irregularities arising from the conduct of the arbitration itself were addressed within the same framework. Deviations from the timing requirements of the Ad Hoc Rules, as well as issues relating to notice, participation, and the handling of the application, were not treated as independent grounds for annulment. Absent a clear showing of a violation of the narrowly defined rights to be heard or to equal treatment, such matters fall within the arbitral tribunal's discretion.

Taken together, these aspects of the SFT's review demonstrate how Article 190 defines the limits of judicial intervention. The Court does not assess whether the arbitration produced a reliable or well-supported outcome. It evaluates only whether the minimum procedural guarantees recognized under Swiss arbitration law have been formally respected, based on the record as constructed by CAS and reflected in the arbitral award.

In the context of Olympic arbitration, where the evidentiary record may be shaped by compressed timelines, limited access to

information, and procedural irregularities not fully reflected in the written decision, these limitations take on particular significance. The SFT's review of the Chiles arbitration illustrates how a proceeding conducted under such conditions may satisfy the formal requirements of Article 190 while leaving unaddressed the factors that shaped the development of the record and, ultimately, the outcome of the dispute.

#### D. REVISION AND THE ILLUSION OF CORRECTIVE REVIEW

The limited revision permitted by the SFT in the Chiles case has been interpreted by some observers as evidence the Olympic dispute resolution system is capable of correcting error. That characterization overstates both the scope and the significance of revision within Swiss arbitration law.

Revision is not a form of appellate review. It is an extraordinary remedy available only under narrowly limited circumstances, including newly discovered evidence that could not have been presented during the original proceedings despite exercising due diligence. Even where those conditions are satisfied, revision does not reopen the arbitration in a general sense. It permits reconsideration of specific issues within the confines of the existing legal framework and before the same arbitral tribunal that issued the original award.

In the context of Olympic arbitration, these limitations take on particular significance. The evidentiary record is often shaped by factors outside the control of the parties, including restricted access to broadcast footage and other materials controlled by event organizers and affiliated entities. The availability of revision may therefore depend less on the merits of the dispute than on whether relevant evidence emerges after the conclusion of the proceedings and whether the affected party has the resources to pursue further relief.

The revision granted in the Chiles case reflects these dynamics. The SFT did not revisit the procedural conditions under which the arbitration was conducted, nor did it address the failures that affected the development of the record. Instead, it permitted reconsideration of a narrow factual issue based on newly discovered evidence, leaving intact both the structure of the original proceeding and the legal framework applied by the panel.

As a result, revision does not meaningfully alter the limits of judicial oversight. It provides a conditional and highly restricted mechanism for addressing discrete factual developments, rather than a reliable means of correcting procedural failures. Although revision may affect the outcome in particular cases, it operates independently of the procedural conditions that shaped the original

arbitration and does not address the structural limitations identified in this Article. To the extent it is understood as a safeguard within the Olympic dispute resolution system, revision risks reinforcing the appearance of review without providing a corresponding capacity for meaningful correction.

#### E. THE STRUCTURAL GAP IN OLYMPIC ARBITRATION

Taken together, the features of the Olympic dispute resolution system examined in this Part reveal a structural gap between the conduct of arbitration and the availability of judicial review. Olympic disputes are resolved through a process that prioritizes speed and finality and operates under conditions that may affect the reliability of both the evidentiary record and the adjudicative framework. Those decisions are then reviewed, if at all, under a system of judicial review designed for materially different forms of arbitration and confined to a narrow set of procedural guarantees.

This gap is not the product of a single institutional failure. It arises from the interaction of multiple structural elements: mandatory recourse to CAS, the emphasis on finality, the procedural conditions of the AHD, and the limits of review under Article 190 PILA. Each of these features serves a function within the broader system. In combination, however, they produce a framework in which procedural deficiencies may influence the outcome of a dispute without a corresponding mechanism for meaningful correction.

The Chiles case demonstrates how this structure operates in practice. The arbitration was conducted under conditions that affected notice, participation, evidentiary development, and the application of governing principles. The resulting award established the record that defined the scope of judicial review. The SFT, applying the limits of Article 190, evaluated that award without revisiting the procedural conditions that produced it. The limited revision permitted by the Court did not alter this structure but instead operated within it.

The result is a system in which the existence of judicial review does not ensure that it is meaningful. Procedural safeguards are recognized, but their enforcement depends on a framework that is not designed to address the types of deficiencies that may arise in Olympic arbitration. In this respect, the gap identified in this Part is not incidental. It is structural, and its consequences extend beyond the circumstances of a single dispute.

### III. THE STRUCTURAL MISALIGNMENT REVEALED BY THE SFT'S DECISION

#### A. THE DUTY OF CURIOSITY UNDER OLYMPIC CONDITIONS

One of the most revealing aspects of the SFT's decisions in the Chiles appeal is its application of standards from conventional arbitration without adjustment for the conditions of Olympic adjudication.

The SFT acknowledged the arbitration was conducted under the tight timelines of the AHD. These pressures were further compounded by departures from procedural rules, including deficiencies in notification that limited the time available for the parties to assess the composition of the arbitral tribunal and to prepare their arguments.<sup>20</sup> Despite these circumstances, the SFT concluded that Chiles's challenge to the panel chair was time-barred on the ground that the relevant information had been disclosed and she had failed to exercise the required duty of curiosity. Under Swiss arbitration law, parties are expected to investigate potential grounds for challenging arbitrators and to raise such objections promptly once the relevant information becomes available.

The application of this standard in the Chiles arbitration illustrates the problem. Her ability to investigate potential grounds for challenge was affected by both the compressed timelines of the proceedings and the manner in which information relevant to the composition of the tribunal was communicated. The SFT emphasized the availability of alternative means of inquiry, including publicly accessible materials, while placing less weight on the procedural conditions under which disclosure occurred. This approach assumes parties can supplement incomplete or delayed notification through independent investigation, even where the procedural conditions materially limit their ability to do so.

That expectation reflects assumptions embedded in conventional arbitration practice, including that parties have a meaningful opportunity to review disclosures and assess potential conflicts. Those assumptions do not readily translate to Olympic proceedings conducted under severe time constraints, particularly where those conditions are compounded by deficiencies in notice.

The result is a misalignment between the legal framework of the SFT's review and the procedural realities of Olympic arbitration. The SFT applied a standard that presumes the availability of time and information that were materially restricted in the arbitration

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<sup>20</sup> See *Judicial Alchemy*, *supra* note 1, at 148–50, for a more thorough analysis of the notification failures in the CAS arbitration.

itself. In doing so, it imposed a level of diligence that presumes procedural conditions that did not exist.

## B. PROCEDURAL IRREGULARITIES AND THE LIMITS OF THE RIGHT TO BE HEARD

The Chiles arbitration also illustrates the limits of judicial intervention under Article 190 PILA when significant procedural irregularities arise within the arbitration itself.

As discussed in Part I, the arbitration unfolded under circumstances that raised significant concerns about both the development of the evidentiary record and the ability of the parties to present their arguments in a meaningful way.<sup>21</sup> Nevertheless, in reviewing the award, the SFT concluded that no violation of the parties' right to be heard had occurred within the meaning of Article 190(2)(d) PILA.<sup>22</sup>

That conclusion reflects the restrictive interpretation that the SFT traditionally applies to the right-to-be-heard guarantee in arbitration proceedings. The doctrine focuses on whether parties were afforded a formal opportunity to present their arguments, rather than on whether those arguments could be developed under conditions that would support a reliable adjudication.

The circumstances of the Chiles arbitration illustrate how this distinction functions in practice. Although the record states that submissions were ultimately made, the timing and manner in which notice was provided dramatically affected her ability to participate on equal footing with the other parties. Delayed or incomplete communication of filings and the late introduction of Chiles into the proceedings shaped both the development of the evidentiary record and the scope of the arguments presented. These conditions underscore the limits of that guarantee as a mechanism for ensuring meaningful participation under the procedural conditions of Olympic arbitration.

In the context of Olympic arbitration, this distinction becomes especially consequential. Proceedings conducted under severe time constraints may satisfy the formal requirement that parties be heard while simultaneously limiting their ability to investigate factual claims, obtain relevant evidence, or respond to opposing arguments in a meaningful way. Where those conditions affect the development

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<sup>21</sup> See *Judicial Alchemy*, *supra* note 1, at 195–200, for a more thorough analysis of the denial of Chiles' Right to Participate and Right to be Heard.

<sup>22</sup> Tribunal Fédéral [TF] [Federal Supreme Court] Jan. 23, 2026, 4A\_494/2024 Arrêts du tribunal fédéral sussie [ATF] 7.4 (Switz.).

of the record, the resulting limitations are not addressed by the right-to-be-heard doctrine as it is applied under Article 190.

The SFT's review of the CAS ruling in the Chiles case therefore demonstrates how the formal requirements of Swiss arbitration law may be satisfied even where the procedural conditions of the arbitration materially affect the reliability of the outcome. The Court's review confirms the right-to-be-heard guarantee does not extend to ensuring parties have a meaningful opportunity to develop the record under the conditions presented in Olympic proceedings.

### C. THE FINALITY OF CAS AWARDS AND THE LIMITS OF REVISION

A third issue revealed by the Chiles decisions concerns the relationship between the principle of finality and the availability of revision under PILA.

The SFT places significant weight on finality in international arbitration, a principle that is particularly important in the Olympic context, where disputes must be resolved quickly to ensure competition results can be confirmed and the Games can proceed without prolonged uncertainty. This emphasis on finality shapes both the structure of arbitral proceedings and the limited scope of judicial review available under Article 190 PILA.

At the same time, the Court granted revision of the CAS award based on newly discovered audiovisual evidence that could affect the factual basis of the decision, remitting the matter to the panel for reconsideration of that issue.<sup>23</sup> This outcome might be understood as demonstrating the availability of a corrective mechanism within the system. Properly understood, however, revision operates within the same framework of finality that governs the original arbitration.

Revision does not authorize a reviewing court to reconsider the reasoning of the arbitral tribunal or to revisit alleged procedural failures that may have influenced the development of the record. It is limited to determining whether newly discovered evidence, which could not have been presented earlier despite due diligence, is capable of affecting the factual findings underlying the award.<sup>24</sup> The original procedural system, including the conditions under which the evidence was gathered and evaluated, remains unchanged.

In this respect, revision does not mitigate the effects of procedural failures identified in the Chiles arbitration. As discussed

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<sup>23</sup> Tribunal Fédéral [TF] [Federal Supreme Court] Jan. 23, 2026, No. 4A\_510/2024 Arrêts du tribunal fédéral sursis [ATF] 10 (Switz.).

<sup>24</sup> Joe E. Richardson & Harold Noh, *Admissibility of new evidence when seeking set-aside*, GLOB. ARB. REV. (June 16, 2025), <https://globalarbitrationreview.com/> [<https://perma.cc/7XRY-E9GH>].

in Sections A and B, those deficiencies include limits on time, notice, and evidentiary development that may influence both the content of the record and the ability of the parties to present their case. Because revision does not reach those aspects of the proceeding, it does not provide a mechanism for addressing the conditions that shaped the arbitral record on which the outcome depends.

The availability of revision therefore does not operate as a counterweight to finality. It functions as a limited exception that preserves the overall structure of the arbitral process while permitting targeted reconsideration of discrete factual issues. To the extent it is viewed as a safeguard within the Olympic dispute resolution system, it risks reinforcing the perception of corrective oversight without altering the underlying conditions that define the system itself.

#### D. THE WRITTEN AWARD AND THE LIMITS OF JUDICIAL REVIEW

The structure of judicial review under Article 190 PILA places significant weight on the written award as the authoritative record of the arbitration. In reviewing arbitral decisions, the SFT generally accepts the factual findings set forth by the tribunal and does not conduct an independent evidentiary inquiry.<sup>25</sup> As a result, the award defines both the factual framework and the scope of the Court's review.

This approach reflects a broader commitment within Swiss arbitration law to preserving the autonomy and finality of arbitral proceedings. At the same time, it introduces a structural feature of the review process that is particularly significant in the context of Olympic arbitration. The arbitral tribunal not only conducts the proceedings but also produces the written account of those proceedings on which judicial review depends.

The Chiles arbitration provides a concrete illustration of this dynamic. The record available to the SFT consisted of the account set forth in the CAS award, including the characterization of procedural events and the description of party participation. To the extent that aspects of the proceedings were not fully reflected in that account, they did not form part of the record available for judicial review. The Court's analysis, therefore, proceeded based on the narrative presented in the award itself.

This structure has important implications for the review of procedural irregularities. Elements of the proceedings that are

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<sup>25</sup> *Id.*

minimized, reframed, or omitted by the written decision are unlikely to be examined by the SFT. Because the Court does not independently reconstruct the record, its review remains tied to the tribunal's presentation of the case.

In the context of Olympic arbitration—where the development of the record may be affected by compressed timelines, limitations on access to evidence, and irregularities in communication—this dynamic becomes particularly consequential. The reliability of judicial review is linked not only to the legal standards applied by the SFT, but also to the completeness and accuracy of the arbitral award on which that review depends.

The SFT's reliance on the award as the authoritative record extended to its acceptance of the tribunal's description of notice, disclosure, and party participation, without independent examination of the underlying communications.

#### E. THE FIELD-OF-PLAY DOCTRINE AND THE EXPANSION OF ARBITRAL AUTHORITY

CAS jurisprudence has long recognized the need for restraint in reviewing decisions made by competition officials during sporting events. The field-of-play doctrine reflects the practical reality that referees and judges must be able to apply competition rules in real time without the constant prospect of post-competition review. Under that standard, decisions made during competition are afforded substantial deference and may be disturbed only in limited circumstances, such as bad faith, arbitrariness, or a clear failure to apply the governing rules.<sup>26</sup>

In the Chiles arbitration, however, the panel concluded that it could intervene and alter the competition result despite the absence of any allegation that the officials had acted in bad faith or outside the scope of their authority.<sup>27</sup> The tribunal's reasoning rested on its interpretation of the applicable rules, including the conclusion that those rules did not provide mechanisms sufficient to verify compliance with a procedural requirement that the tribunal viewed as mandatory.<sup>28</sup>

In reviewing the award, the SFT accepted that characterization without independently examining those rules or the extent to which they authorized the actions taken by the competition officials. Questions concerning the correctness of the panel's interpretation, or the consistency of that interpretation with the governing rules,

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<sup>26</sup> *The Doctrine of the Field of Play: Understanding Referees' Immunity in Sports*, *supra* note 9.

<sup>27</sup> *Written Decision*, *supra* note 6.

<sup>28</sup> *Id.* ¶ 135.

were treated as matters beyond the scope of judicial review under Article 190 PILA.<sup>29</sup>

This interaction between arbitral interpretation and limited judicial review has broader implications for the operation of the field-of-play doctrine. Rather than functioning solely as a constraint on arbitral intervention, the doctrine may, in practice, become dependent on the tribunal's own characterization of the dispute and its interpretation of the governing rules. Where that interpretation expands the scope of arbitral authority, the absence of substantive review means that such expansion is unlikely to be revisited by the SFT.

The Chiles arbitration illustrates how this dynamic may operate in practice. The panel's intervention was premised on an interpretation of the applicable rules that emphasized the absence of enforcement mechanisms, rather than on a finding that the competition officials had acted in bad faith or in disregard of the governing rules.<sup>30</sup> The SFT's acceptance of that reasoning reflects the limits of judicial review under Article 190, but it also underscores how the boundary traditionally maintained by the field-of-play doctrine may shift when arbitral interpretation is not subject to substantive review.

The result is not simply uncertainty in the application of the field-of-play doctrine. It is a structural imbalance in which arbitral authority may expand through interpretation, while judicial review remains confined to procedural grounds that do not address the substance of that expansion.

#### IV. IMPLICATIONS FOR OLYMPIC DISPUTE RESOLUTION

##### A. THE LIMITS OF JUDICIAL REVIEW IN THE OLYMPIC SYSTEM

The structure of judicial review under Article 190 PILA reflects a deliberate balance between finality and procedural oversight in international arbitration. In conventional arbitration, this balance operates under conditions that allow for the development of a reliable evidentiary record and meaningful participation by the parties. The limitations imposed on judicial review are therefore designed for a process that includes procedural safeguards in arbitration.

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<sup>29</sup> Tribunal Fédéral [TF] [Federal Supreme Court] Jan. 23, 2026, 4A 494/2024 Arrêts du tribunal fédéral sussie [ATF] 5.2 (Switz.).

<sup>30</sup> See *Judicial Alchemy*, *supra* note 1, at 164–80, for a detailed discussion of the CAS panel's interpretation of the FIG rule forming the basis for its application of the field-of-play doctrine.

When applied to Olympic arbitration, however, this balance becomes more difficult to sustain. As discussed in Parts I and III, disputes arising during the Olympic Games are often resolved under conditions that include compressed timelines, limitations on evidentiary development, and constraints on party participation. These conditions do not necessarily prevent arbitration from functioning, but they affect the procedural environment within which arbitral decisions are made.

The interaction between these procedural conditions and the structure of judicial review under Article 190 produces a system in which the availability of review does not ensure meaningful judicial review. Judicial review operates within a structure that assumes the existence of procedural safeguards that may not be present in Olympic arbitration. As a result, the capacity of judicial review to address procedural failures is shaped not only by the limits of Article 190, but also by the conditions under which the arbitral record is created.

#### B. FINALITY AND THE LIMITS OF CORRECTIVE MECHANISMS

Finality is a central feature of international arbitration and serves an important function in the Olympic context, where disputes must be resolved promptly to preserve the integrity and continuity of competition. The emphasis on finality supports the efficient resolution of disputes and provides certainty for athletes, federations, and organizers.

At the same time, the Chile arbitration illustrates the limits of the mechanisms available to correct potential error within this structure. The SFT's decision to permit limited revision based on newly discovered evidence demonstrates that Swiss arbitration law provides a mechanism for addressing certain factual issues. However, that mechanism operates within narrowly defined parameters and does not extend to reconsideration of the procedural conditions that influenced the original arbitration.

As a result, the availability of revision does not alter the structure of the system. It allows for reconsideration of discrete factual issues but does not provide a means of addressing broader procedural failures that may have influenced the development of the record or the outcome of the dispute. The balance between finality and correction therefore remains weighted toward the preservation of the arbitral award.

#### C. INSTITUTIONAL LEGITIMACY AND THE APPEARANCE OF JUDICIAL REVIEW

The legitimacy of any system of dispute resolution depends on both its procedural integrity and its capacity to correct error. In the

Olympic context, that legitimacy is closely tied to the perception that disputes affecting competition outcomes are resolved through a process that is both fair and reliable.

The Chiles arbitration raises questions about how that legitimacy is maintained when the procedural environment of arbitration and the structure of judicial review are not aligned. As this article has shown, the system provides judicial review, but that review is confined to a set of procedural guarantees that do not fully account for the conditions under which Olympic arbitration occurs.

This does not suggest that Olympic arbitration lacks legitimacy as a whole. Rather, it highlights a misalignment between the expectations placed on the system and the mechanisms available to support those expectations. Where procedural conditions shape the development of the record and judicial review remains limited to that record, the relationship between fairness, finality, and oversight becomes more complex.

#### D. THE STRUCTURAL GAP IN OLYMPIC DISPUTE RESOLUTION

The structural features identified in this article are not unique to the Chiles arbitration. They reflect characteristics of Olympic dispute resolution that are likely to persist so long as arbitration during the Games operates under compressed timelines and judicial review remains so narrowly confined by PILA.

Addressing these issues does not require abandoning arbitration as the primary mechanism for resolving Olympic disputes. Arbitration serves important functions in providing a neutral forum and enabling the timely resolution of disputes during competition. However, the interaction between procedural conditions at the arbitral stage and the limits of judicial review suggests that further consideration is warranted as to how these processes are aligned.

Possible responses may include adjustments to the procedural rules governing Olympic arbitration, greater attention to how the evidentiary record is developed, or increased clarity regarding the scope of arbitral authority in relation to competition decisions. Whatever the approach, the issues identified in this article extend beyond a single dispute and implicate the broader governance of Olympic sport.

### V. CONCLUSION

The Chiles arbitration does not represent an isolated breakdown in the administration of Olympic justice. It illustrates the interaction of conditions, arbitral discretion, and judicial review within a structure not designed to address the realities of Olympic

adjudication. The limits imposed by Swiss arbitration law reflect a deliberate commitment to finality and arbitral autonomy. When applied to Olympic proceedings conducted under materially different conditions, those same limits restrict the capacity of judicial review to address procedural failures that affect the reliability of arbitral outcomes.

This conclusion does not depend on any single error in the Chiles arbitration. The procedural failures identified in that case, and the limited avenues available to address them, arise from structural features of the system itself. Olympic arbitration operates under compressed timelines, limited opportunities for evidentiary development, and broad discretion, while judicial review remains confined to a narrow set of procedural guarantees and a record defined by the arbitral tribunal. The interaction of these elements creates a structure in which significant procedural distortions may influence outcomes without a corresponding mechanism for meaningful correction.

The implications extend beyond a single dispute or a single Olympic cycle. As long as Olympic arbitration continues to function as the primary forum for resolving disputes arising during the Games, and judicial review remains structured as it is under Swiss law, the relationship between arbitral finality and meaningful oversight will remain unresolved. Addressing that tension does not require abandoning arbitration as a mechanism for resolving Olympic disputes. It requires more direct engagement with the conditions under which that arbitration operates and with the limits of the review mechanisms on which its legitimacy depends.

Within the current system, the primary safeguard lies in adherence to the procedural rules that govern arbitral proceedings. Where those rules are applied consistently and enforced as written, they provide a measure of discipline capable of mitigating the effects of tight timelines and limited review. Where they are not, those limitations become more pronounced. Within this structure, the integrity of Olympic dispute resolution depends on that adherence, because judicial review cannot reliably correct failures when they occur.

Confidence in the integrity of Olympic competition depends on the assumption that disputes are resolved through a competent process conducted according to established procedural rules. The Chiles arbitration, and the SFT's response to it, call that into question. Where procedural failures of this magnitude do not provide a basis for judicial intervention, the incentive to pursue costly appeals to the SFT diminishes. Athletes may seek relief in civil courts where fundamental rights grounded in public law are implicated. This also affects the finality of Olympic dispute

resolution, especially where participation in the Olympic Games is conditioned on accepting arbitration as the exclusive forum. Although the system is structured to limit external intervention, it cannot be entirely insulated from such scrutiny, as reflected in *RFC Seraing v. FIFA*,<sup>31</sup> where EU courts were required to ensure effective judicial protection notwithstanding CAS arbitration. This raises questions about the stability of Olympic dispute resolution as a self-contained system. The same considerations may arise in other jurisdictions, including the United States, where upcoming Olympic and World Cup competitions may bring these questions into sharper focus, and courts may be asked to consider whether arbitration agreements required as a condition of participation can preclude judicial review of claims grounded in due process or other fundamental rights.

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<sup>31</sup> Case C-600/23, *Royal Football Club Seraing SA v. FIFA, UEFA & URBSFA*, ECLI:EU:C:2025:617 (Aug. 1, 2025).