

2016 RIO OLYMPIC GAMES
AMENDED (2) NOMINATION CRITERIA FOR TEAM EVENTS

BASKETBALL NEW ZEALAND

1. Application of this Nomination Criteria

- 1.1 This Nomination Criteria is issued by the Board of **Basketball New Zealand**.
- 1.2 This Nomination Criteria shall take effect from 26 March 2015.
- 1.3 This Nomination Criteria applies to:
- (a) all Athletes that are part of a team and wish to be considered for nomination to the Games Team to compete in the Games in a Team Event; and
 - (b) **Basketball New Zealand** including their **Basketball New Zealand** Selectors, that wish to nominate a Team to NZOC to be considered for selection to the Games Team.

2. Basketball New Zealand Selectors

- 2.1 **Composition:** The **Basketball New Zealand** Selectors shall be appointed by the **Board and the Chief Executive**. The **Basketball New Zealand** Selectors who will consider nomination of a Team to NZOC to be considered for selection in the Games Team are:
- (a) The Head Coach of the respective Team;
 - (b) The Assistant Coaches of the respective Team;
 - (c) The Chief Executive or their designate (High Performance Director); and
 - (d) The Director of Coaching.
- 2.2 **Terms of Reference:** The **Basketball New Zealand** Selectors shall undertake nominations of the Team and its Athletes in accordance with the **Basketball New Zealand** Selectors terms of reference determined by the Board.

3. Nomination Procedure

- 3.1 **Conditions of Nomination:** The **Basketball New Zealand** Selectors may only consider an Athlete for nomination as part of a Team if the Athlete has satisfied the following conditions of nomination:
- (a) returned a completed Athlete Application to **Basketball New Zealand** prior to the Application Date, in the form prescribed by the NZOC; and

- (b) returned a completed Athlete Agreement in the manner prescribed by the NZOC prior to the Nomination Date; and
- (c) demonstrated to the satisfaction of **Basketball New Zealand** that they are not suffering any physical or mental impairment that would prevent them from competing in the Games to the highest possible standard; and
- (d) acted in such a manner so as not to bring the Athlete, the sport, **Basketball New Zealand** or the NZOC into public disrepute; and
- (e) to **Basketball New Zealand's** knowledge has not used or administered any substance which, if it had been detected as being present in the Athlete's body tissue or fluids, would have constituted doping, or used any prohibited method or committed any other doping offence as defined in **Basketball New Zealand's**, FIBA's or NZOC's Anti-Doping Bylaw; and
- (f) from 5 February 2016 has their name and contact address details registered with the NZOC for the purpose of out-of-competition drug testing by DFSNZ.

3.2 **Qualification:** New Zealand must qualify for a place in an event in accordance with the International Federation's Qualification System – Games of the XXXI Olympiad – Rio 2016 ("IF Qualification System") and / or IF requirements for the Games. Qualification for a place in any event by a team does not guarantee that the team will be nominated or selected to compete in the event at the Games.

3.3 **Nomination if Nomination Criteria Met:** Provided the requirement set out in clauses 3.1 and 3.2 are met, the **Basketball New Zealand** Selectors shall nominate those Athletes it considers meet the Nomination Criteria set out below.

4. **Nomination Criteria**

4.1 **Nomination Criteria:** The **Basketball New Zealand** Nomination Criteria for nomination to the Games Team is made up of two parts:

- (a) the Over-Riding Nomination Criteria specified in clause 4.2; and
- (b) the Specific Nomination Factors specified in clause 4.3.

4.2 **Over-Riding Nomination Criteria:**

- (a) In determining whether or not to nominate a Team to Team Event, the **Basketball New Zealand** Selectors must be satisfied overall that the Team has:

- i. qualified a Team place at the Games by competing in the FIBA qualification events in accordance with the IF Qualification System; and
 - ii. all Athletes available and eligible to compete in the Team at the Games that qualified the Team in the FIBA qualification event. In the event, the Athletes who comprised the Team during qualification are unable to compete at the Games, **Basketball New Zealand** will only nominate Athletes of at least an equal standard and quality to the NZOC; and
 - iii. the Team has a track record of sufficient quality and depth that **Basketball New Zealand** believes demonstrates the team will be competitive at the Games and will perform credibly.
- (b) **Evidence:** In determining whether or not a Team has met the Over-Riding Nomination Criteria for the event listed in clause 4.2(a) above, the **Basketball New Zealand** Selectors shall consider each Athlete's performance and results in the following Key Events during the period **30 August 2014 to 11 July 2016:**
- i. 2014 FIBA World Cup
 - ii. 2015 Continental Stanković Cup for Men
 - iii. 2015 William Jones Cup for Women
 - iv. 2015 FIBA Oceania Championships
 - v. 2016 FIBA Olympic Qualifying Tournaments for Men and Women

4.3 **Specific Nomination Factors:** When considering the Over-Riding Nomination Criteria above, the **Basketball New Zealand** Selectors may also take into account any one or more of the following factors about a Team and its Athletes:

- (a) any other performances or results in competitions / events in addition to the Key Events;
- (b) adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
- (c) demonstrated good behaviour, including a commitment to training and attendance at training camps;
- (d) demonstrated compatibility with others in a team environment;
- (e) demonstrated compliance with the rules of events and competitions;
- (f) understanding and respect for the obligations that accompany being a member of a New Zealand team when competing at the Games, including respect for team members and support staff;
- (g) willingness to promote **Basketball New Zealand** in a positive manner;

- (h) demonstrated ability to take personal responsibility for self and their results;
 - (i) proven ability to be reliable;
 - (j) his/her dedication to improving individual performance and to achieving any targets established by coaches as an area for improvement; and
 - (k) any other factor(s) the **Basketball New Zealand** Selectors consider relevant.
- 4.4 **Own Enquiries:** In considering any one or more of the above factors, the **Basketball New Zealand** Selectors may make such enquiries of the Athlete, or other persons, as they see fit.
- 4.5 **Weight to be Given to Specific Nomination Factors:** The **Basketball New Zealand** Selectors may decide to give weight to any one or more of the Specific Nomination Factors. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Nomination Criteria.
- 4.6 **Extenuating Circumstances:** In any decision regarding the nomination of a team to the Team, the **Basketball New Zealand** Selectors may, in their sole discretion, take into account any extenuating circumstances in accordance with clause 5 below.
- 4.7 **Nomination Procedure:** After consideration of this Nomination Criteria, the **Basketball New Zealand** Selectors shall follow the procedure set out in clause 7 of the NZOC / **Basketball New Zealand** Agreement.

5. **Extenuating Circumstances**

- 5.1 **Extenuating Circumstances:** In considering the nomination of Athletes to a team in accordance with this Nomination Criteria, the **Basketball New Zealand** Selectors may, in their sole discretion, give weight to any extenuating circumstances which may include, but are not limited to, the following:
- (a) injury or illness;
 - (b) travel delays;
 - (c) equipment failure;
 - (d) bereavement or personal misfortune; and/or
 - (e) any other factors reasonably considered by the **Basketball New Zealand** Selectors to constitute extenuating circumstances.
- 5.2 **Notice:** Athletes that are part of a team and are unable to compete at events, trials, or other attendances required under this Nomination Criteria, must advise the Chief Executive of the extenuating circumstances and reasons, in writing, with as much advance notice as possible and ideally seven (7) days prior to the commencement of the event, trial or other

attendance. If the Chief Executive is not notified of any extenuating circumstances in accordance with this Nomination Criteria, then the **Basketball New Zealand** Selectors have no obligation to rely on such circumstances.

- 5.3 **Medical Certificate:** In the case of injury or illness, Athletes may be required by the **Basketball New Zealand** Selectors to provide a medical certificate and/or to undergo an examination by a health practitioner/s nominated by the **Basketball New Zealand** Selectors, and to provide that opinion and/or report to the **Basketball New Zealand** Selectors. Any failure to agree to such a request may result in the **Basketball New Zealand** Selectors being unable to consider the injury or illness as an extenuating circumstance.
- 5.4 **Case by Case:** In the case of any extenuating circumstance/s, the **Basketball New Zealand** Selectors will make a decision on a case by case basis.

6. **Appeal Procedure**

- 6.1 **Nomination Appeals:** An Athlete that is part of a team may appeal to the **Basketball New Zealand** against their non-nomination to the NZOC by the **Basketball New Zealand** Selectors of **Basketball New Zealand** provided that the Athlete has returned a completed:
- (a) Athlete Application to the NZOC by the Application Date (that has been certified by **Basketball New Zealand**); and
 - (b) Athlete Agreement in the manner prescribed by NZOC by the Nomination Date.
- 6.2 **Procedures for Nomination Appeals:** Any appeal under clause 6.1 must be made in accordance with the procedures set out in clause 11 of the NZOC / **Basketball New Zealand** Agreement.

7. **Inconsistencies**

- 7.1 **NZOC / Basketball New Zealand Agreement:** In the event there is any inconsistency between this Nomination Criteria and the NZOC / **Basketball New Zealand** Agreement, the NZOC / **Basketball New Zealand** Agreement shall prevail.
- 7.2 **IF Qualification System:** If this Nomination Criteria imposes a higher qualification standard or a lesser number of participants than stated by the IF Qualification System, this shall not be regarded as an inconsistency.

8. Amendments to this Criteria

- 8.1 **Prior Approval:** This Nomination Criteria may be amended or supplemented from time to time by the Board, provided NZOC has prior approved the amendment/s and supplement/s.
- 8.2 **Notice:** The Board will give as much notice as possible of any amendment/s or supplement/s made under clause 8.1 to this Nomination Criteria, to persons it considers may be affected by any such amendment/s or supplement/s.

9. Definitions

- 9.1 **Application Date** means 18 January 2016, by which Athletes must submit a completed Athlete Application in accordance with clause 6.1(a) of the NZOC/ **Basketball New Zealand** Agreement.
- 9.2 **Athlete** means a person who wishes to be considered for nomination to the Games Team.
- 9.3 **Athlete Agreement** means the agreement that must be completed by any athlete wishing to be considered for nomination and selection to the Games Team in accordance with clause 6.1(b) of the NZOC / **Basketball New Zealand** Agreement.
- 9.4 **Athlete Application** means the form that must be completed by any athlete applying to be nominated and selected to the Games Team and which is attached as Schedule A to the NZOC / **Basketball New Zealand** Agreement.
- 9.5 **Basketball New Zealand** means Basketball New Zealand Incorporated.
- 9.6 **Basketball New Zealand Selectors** means the selectors appointed by **Basketball New Zealand** in accordance with clause 2 of this Nomination Criteria.
- 9.7 **Board** means the Board of **Basketball New Zealand** as constituted under the Constitution.
- 9.8 **Chief Executive** means the Chief Executive Officer of **Basketball New Zealand** and includes his/her nominee.
- 9.9 **Constitution** means the Constitution of **Basketball New Zealand**.
- 9.10 **FIBA** means the International Basketball Federation.
- 9.11 **Games** means the 2016 Olympic Games to be held in Rio de Janeiro, Brazil from 5 August 2016 – 21 August 2016.
- 9.12 **Games Team** means the New Zealand Team at the Games selected in accordance with the NZOC Selection Policy for the Games.

- 9.13 **Key Events** means the events listed in clause 4.2(b), being international, continental or national competitions which are major or pinnacle events for the sport or are at least the equivalent of a World Cup or World Championship, and have an equivalent field of competitors to that which is likely to occur at the Games.
- 9.14 **Nominated Athlete** means an Athlete who has been nominated to the NZOC by **Basketball New Zealand**.
- 9.15 **Nomination Criteria** means the criteria made up of the Over-Riding Nomination Criteria and the Specific Nomination Factors, and is also referred to as “this Criteria”.
- 9.16 **Nomination Date** means 13 July 2016 (and includes any alternative date as agreed between NZOC and **Basketball New Zealand**), by which **Basketball New Zealand** must submit any Nominated Athletes to the NZOC.
- 9.17 **NZOC** means the New Zealand Olympic Committee Incorporated.
- 9.18 **NZOC / Basketball New Zealand Agreement** means the agreement entered between NZOC and **Basketball New Zealand** for the Application, Nomination and Selection Process for the Games.
- 9.19 **Over-Riding Nomination Criteria** means the criteria set out in clause 4.2.
- 9.20 **Specific Nomination Factors** means the nomination factors set out in clause 4.3.
- 9.21 **Team** means Athletes (including reserves or substitutes) competing together in a Team Event.
- 9.22 **Team Event** means a Men’s Basketball and Women’s Basketball event at the Games.

OTHER APPLICABLE DOCUMENTS (all located at www.olympic.org.nz)

- Agreement between NZOC and Basketball New Zealand for the 2016 Olympic Games;
- NZOC Selection Policy;
- Athlete Application Form; and
- Athlete Agreement.